

National Bank of Kuwait (International) PLC

NBK - UK Mobile Banking App Terms and Conditions

21 April 2026

1. Introduction

- 1.1 The terms set out in this document (the "Terms") apply to all use of the NBK - UK Mobile Banking App (the "App"). By downloading and using the App, you confirm that you accept these Terms.
- 1.2 The App is made available to you by National Bank of Kuwait (International) PLC ("we", "us", and "ours", or "NBKI").
- 1.3 NBKI is a wholly owned subsidiary of National Bank of Kuwait SAKP ("NBK") registered in England and Wales with company number 2773743. Our main operations are based in London, UK. Our main business is the provision of financial and payment services, and we are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority with firm number 171532. Our address for the purpose of these Terms is NBK House, 13 George Street, London, W1U 3QJ, UK. NBKI operates under the trading name 'NBK UK', which is registered on the Financial Conduct Authority register under firm reference number 171532. NBK UK is not a separate legal entity.
- 1.4 Your current or deposit accounts will continue to be subject to the most recent version of the 'Conditions for Deposit and Current Accounts' available on <https://nbk.com/london> or any other website we set up (our "Website"), and online access to your accounts (including via the App) is governed by the 'Conditions for Online Banking' also available on the Website (together the "Account Terms"). In the unlikely event that there is a conflict between these documents, the Conditions for Deposit and Current Accounts will prevail first, then the Conditions for Online Banking, and then these Terms. You can print or download a copy of these Terms, and we recommend that you do.
- 1.5 Use of the App requires processing of your personal data and uses cookies and similar technologies. Please read our 'Customer Privacy Notice' available on the Website, which explains how we will use your personal information and gives details about how we use cookies and similar technologies. Certain functionality of the App may need to access information on your device to work. By using such functionality, you consent to the App accessing your device and information.

2. Making Contact

- 2.1 We recommend you contact us by telephone and speak to our dedicated online and mobile banking call centre. Our main telephone number is +44 20 7224 2277 and is generally available 24/7. Our general email address is info@nbki.com.
- 2.2 In order to ensure a positive identification our support staff will have to ask you a few questions before proceeding with your enquiry. For security reasons please provide only the minimum information necessary for our staff to handle your enquiry efficiently.
- 2.3 We may contact you (including to tell you about any changes under paragraph 11) by notifying you within the App, or using any other method we already use to contact you. You must tell us if your name or contact details change.

3. The App

- 3.1 The App is only available to Personal Customers over the age of 18 who are registered for online banking and comply with these Terms. When we refer to a "Personal Customer", we refer to a natural person acting in their own name whether for private or business purposes who is a customer of the National Bank of Kuwait (International) Plc.
- 3.2 To use the App, you will first need to download it to your mobile device. You can find details on how to do this and details of App on our website. The services available to you may vary depending on your mobile device and the accounts you have. You are responsible for making sure that your mobile device is capable of operating the App.

- 3.3 When registering for the App, you will be asked to set up an ID and password, and other security information. We refer to these as your "Credentials". You will need this information to use the App.
- 3.4 We may issue updates to the App from time to time through the relevant app stores. You should check regularly to ensure you are using the latest version and must download updates as they are made available, however we cannot guarantee that it will always work with the operating system on your device. We cannot guarantee that the App will always be available—for example, it may be unavailable due to maintenance, repairs, or upgrades.
- 3.5 We can withdraw or disable the App, or limit how you use it, in our discretion.

4. Obtaining the App

- 4.1 You agree that you will only download the App from Apple's App Store or Google Play. However, neither Apple nor Google bear any responsibility for the App and these Terms take effect only between you and us. Apple and Google may enforce these Terms as a third-party beneficiary.
- 4.2 By downloading the App you represent and warrant that you are not: (i) located in a region subject to US or UK government embargo or designated as a 'terrorist supporting' region; and (ii) are not listed on any US or UK government list of prohibited or restricted parties.

5. App Functionality

Account Information:

- 5.1 Account balances shown in the App are not always updated in real time. This means the balance you see may be delayed and may not include some recent transactions. In particular, transactions made after 9pm will not be shown until the next working day.

Giving instructions:

- 5.2 Please refer to the Account Terms which include terms relating to payments and other instructions you can give. In relation to giving instructions via the App:
- (a) we may (but are not required to) verify your identity and carry out security checks before carrying out your instructions, for example we may call you for confirmation;
 - (b) we may set a minimum and/or maximum amount for payments and this will be displayed on the screen;
 - (c) we may refuse to process any payment where this is necessary to protect us or others from financial loss or other harm;
 - (d) we will normally only permit a payment if there are sufficient funds in the account at the time of processing (including available credit under any authorised overdraft facility) to cover the payment plus charges. However we may make a payment even if there are insufficient funds if we, at our discretion, decide to permit the payment because in our judgement it is in your interest for the payment to be made or because we know that funds to be credited to your account have been received late in the day or are in the course of transmission or clearing;
 - (e) to cancel or amend a pending payment you must contact us promptly and provide the payment confirmation number and the beneficiary account details and the amount. However once an instruction has been given it may not be possible to cancel that instruction; and

- (f) you will be responsible for all instructions given whilst you are logged into the App, including any errors or instructions given by anyone other than you.

Joint Accounts

5.3 Joint account holders can use the App. However, because joint account holders are each liable for any debits made, it is not possible for us to process payments or transfers on dual signature accounts.

5.4 Credentials must only be used by the user to whom they are provided. Do not share your Credentials.

Open Banking

5.5 We do not participate in the "Open Banking" standards as set up by the Competition and Markets Authority. This means we cannot give access to account information service providers or payment initiation service providers as such services require direct access to your accounts.

6. App Licence and Acceptable Use

6.1 Beginning from when you download the App, we grant you a non-transferable, non-exclusive right to use the App (including all updates to it that we make available) provided that:

- (a) you may use the App on a device belonging to you or under your control;
- (b) you must comply with any applicable third-party terms (e.g., those of your network operator);
- (c) you must not use the App for any unlawful or improper purpose, or in a way that could damage it or affect our systems or other customers;
- (d) you must not give any rights of use or any other rights in respect of the App to any other person or organisation;
- (e) you must not copy, reproduce, modify, alter, or adapt any part of the App;
- (f) you must not analyse or reverse engineer any part of the App;
- (g) you must not attempt to remove or tamper with any copyright notice attached to or contained within the App
- (h) you agree that all ownership of the App and all relevant intellectual property rights vests solely in us and our licensors, and you will not challenge such ownership.

6.2 If any person claims that the App infringes their intellectual property rights, please let us know and we will be solely responsible for dealing with the claim.

6.3 If you act fraudulently you will be responsible (and liable) for all resulting losses on your account and for any other loss (direct or indirect) incurred by any party.

6.4 We can't guarantee that the use of the App complies with the laws of all jurisdictions from which it may be accessed. Other than accessing the App from the UK, you are responsible for ensuring that your use complies with any local laws.

7. Security

7.1 You are responsible for the keeping the information on your device secure and confidential. The information available via the App includes information about your accounts, as well as security information (such as your card PIN).

7.2 To assist with security:

- (a) always use the latest version of the App, and do not install the App on a jail-broken or rooted device;
- (b) log out at the end of your session, and do not share your log-in or security details (including any passwords or passcodes) (together your "Credentials") with any other person. Don't use automatic password saving software to save your passwords for future use;
- (c) don't use Credentials that are easy to guess, and make sure no one overhears or sees your Credentials when you enter them;
- (d) don't re-use Credentials, and don't write your Credentials down in a way that someone could access;
- (e) delete the App from your device if you dispose of it;
- (f) change your password and tell us if you think someone else might know your Credentials, or if your device has been lost or stolen by contacting us by telephone on +44 20 7224 2277 or by email to info@nbki.com as soon as possible.

7.3 We'll never ask you to give your full security details to us or to anyone else. If you are contacted by anyone requesting such information, or think you have received a scam email from someone pretending to be NBKI, please do not respond but inform NBKI immediately.

7.4 If you choose to use fingerprint or other biometric identification to log into the App then you agree that these forms of authentication can be used to log in and use all features of the App. Do not allow anyone else's fingerprint or other biometric ID to be stored on your device, and delete any other biometric ID registered on the device first.

7.5 To improve your security when using the App:

- (a) you will automatically be logged out of your session after a period of inactivity; and
- (b) your device may be deregistered from the App if it has not been used for a period of time;
- (c) your access may be blocked if you incorrectly enter your Credentials a number of times in a row.

If you are unable to log in, please contact your Relationship Manager or the call centre.

7.6 You are responsible for all activity within the App, including any instructions given.

7.7 Inform us immediately about any App access or transaction which you have not authorised. We will not be liable for any transactions processed before we were informed of a breach of security or which occurred after we were informed but before we, acting with due diligence, were unable to cancel or recall.

7.8 For more information on security you should visit <https://www.actionfraud.police.uk/>.

8. Charges

8.1 We don't currently charge for using the App. If we decide to charge for use of the App in future, we will give you at least two (2) months' notice and update our tariff on the Website.

8.2 Bank charges will apply to all payments effected via the App (except transfers to other NBKI accounts). For each payment you instruct us to make we must send the full amount requested; you cannot have charges deducted from the amount transferred. Those charges will be debited separately from your payment account. The applicable charges are set out in our tariff available on our Website at <https://www.nbk.com/london/support-centre/tariff-of-charges-and-regulatory.html>.

8.3 You require internet access to use the App, and your network operator may charge you for data usage. These charges may vary if you access the App from outside the UK. You will be responsible for any charges your operator makes for your use of the internet.

9. Liability

9.1 If you have any questions or complaints or need any support in relation to the App please contact us—we're solely responsible for the App and its content.

9.2 In addition to the circumstances when we may be liable to you set out in the 'Conditions for Deposits and Current Accounts', we will also be liable to you up to a maximum of £500 per claims (or series of related claims) should the App cause damage to your device.

9.3 The App is provided 'as is' with no warranty, guarantee or representation as to its functionality. We will not be liable for any loss arising because of any unavailability or withdrawal of the App, or any loss caused by other circumstances beyond our reasonable control.

9.4 Nothing in these Terms or any other terms limits or excludes our liability for any loss to the extent such exclusion or limitation would be unlawful.

10. Changes

10.1 We may change these Terms from time to time. These are the reasons why we may vary these Conditions:

- (a) to meet legal, financial and regulatory requirements;
- (b) to take account of any corporate reorganisation by NBK or NBKI;
- (c) to reflect a change in market conditions or the overall cost of providing our products or services (or both) to you;
- (d) to reflect a change in technology or to cover a development change in our products or services;
- (e) to make them clearer; or
- (f) if we reasonably believe there is any other valid reason to make a change.

10.2 If we update the Terms to introduce a new feature into the App which does not change the Terms relating to any existing features, or the change is clearly to your advantage, we may make it immediately and without giving you notice. Otherwise, we'll give you at least two (2) months' notice before the change takes effect.

10.3 If you are unhappy with any proposed change, please uninstall the App. Your use of the App after the changes have come into effect shall constitute your acceptance of the changes.

11. Duration and Termination

11.1 Subject to paragraph 11 (Changes), these Terms will start when you download the App and continue to apply until you uninstall it. Certain terms, such as paragraph 10, will continue to apply. You're free to stop using the App at any time—simply uninstall it from your device.

11.2 We may (but are not obliged to) suspend, restrict, or end your access to the App (or any part of it) if:

- (a) we suspect that your Credentials haven't been kept safe, or that they have been used fraudulently or without your permission;

- (b) we suspect that you may have difficulty in meeting your commitments;
- (c) we believe it's appropriate in order to protect your account(s) or our systems;
- (d) you've broken any of these Terms.

We'll normally tell you before we take any of these steps and explain the reasons, or promptly afterwards. We won't contact you if we're unable to or there's a legal reason or circumstance beyond our control that prevents us from doing so lawfully.

11.3 We may terminate your use of the App by giving you not less than two (2) months' notice.

12. Complaints

12.1 Complaints are addressed under the provisions set out in the 'Conditions for Deposit and Current Accounts', specifically those relating to complaint handling, and apply to any issue concerning the App.

13. Governing Law

13.1 These Terms will be governed by the laws of England. You and we agree to submit to the exclusive jurisdiction of the English courts. You agree to us conducting debt recovery and other proceedings in any jurisdiction in which you may be resident from time to time.

14. General

14.1 Any banking terms and conditions implied by law will also apply to our relationship with you unless, where the law so permits, implied terms and conditions have been varied by these Terms.

14.2 In these Terms the singular includes the plural and vice versa.

14.3 Headings in these Terms are for convenience only and will not affect the interpretation of these Conditions.

14.4 Failure by us to enforce any right does not amount to any waiver of our rights.

14.5 If any provision of these Terms becomes invalid, illegal or unenforceable in any respect, the validity and enforceability of the remaining provisions will not in any way be affected.

14.6 Any reference in these Terms to any statute, regulation or other legislation will include any legislation that amends, supersedes or replaces it.

14.7 These Terms and any communication with you about the App will be in English. If we choose to provide you with a version of these Terms in any other language this will be done to assist you, but in the event of any dispute between you and us which turns on the interpretation of these Terms, the version to be interpreted will be the English version.

14.8 You have a right at any time while these Terms apply to you to obtain copies of these Terms and all other documents that form part of our agreement with you as well as all information specified in Schedule 4 to the Payment Services Regulations 2017.

14.9 We are permitted to assign our rights and obligations under these Terms to any suitable person, but you are not.