

Personal Details:

البيانات الشخصية:

Your title: **اللقب:**
Mr Mrs Miss Ms Dr Other Title السيد السيدة الأتيسة الفاضلة الدكتور لقب آخر

Customer Name **اسم العميل** **Branch** **الفرع** **Date** **التاريخ**
DD MM YYYY

Account Number **رقم الحساب** **ATM Card Number** **رقم بطاقة الصراف الآلي**
XXXX XXXXXX XXX or XXXX XXXX XXXX XXXX

By registering or providing this account or ATM Card Number, you acknowledge and agree that all your other Eligible Accounts will also be available online.

من خلال التسجيل أو تقديم هذا الحساب أو رقم البطاقة الائتمانية، إنك تقر وتوافق على أن جميع الحسابات الأخرى المؤهلة الخاصة بك سوف تكون متاحة أيضاً على الإنترنت.

Your Contact Information: **معلومات الاتصال بك:**

Home Telephone **رقم هاتف المنزل** **Mobile** **رقم هاتف النقال**

Your Address **عنوانك**

Your E-mail Address: **بريدك الإلكتروني**
Occasionally, we may need to send you important service notifications. In order to receive this information, please provide us with your email address. أحياناً، قد نحتاج إرسال إخطارات هامة عن الخدمات التي نقدمها. لضمان وصول هذه الإخطارات لك، نرجو تزويدنا بعنوان بريدك الإلكتروني.

I Would Like To: Please Tick One (✓)

أرغب في الحصول على: الرجاء وضع علامة (✓)

<input type="checkbox"/> Apply for Internet Banking (Select Service Package)	<input type="checkbox"/> Reset my: Login Password	<input type="checkbox"/> إعادة ضبط: كلمة السر للدخول	<input type="checkbox"/> طلب خدمات مصرفية بواسطة الإنترنت (أكثر مجموعة الخدمة)
<input type="checkbox"/> Change my Service Package	<input type="checkbox"/> Transaction Password	<input type="checkbox"/> كلمة السر للمعاملة	<input type="checkbox"/> تغيير مجموعة الخدمة الخاصة بي
<input type="checkbox"/> Non-Financial Package (Enquiry + Service Requests [Applications])	<input type="checkbox"/> Reset my Secret Questions & Answers	<input type="checkbox"/> إعادة ضبط أسئلتني وأجوبتي السرية	<input type="checkbox"/> المجموعة غير المالية (الاستفسار+ طلبات الخدمة [الطلبات])
<input type="checkbox"/> Personal Package (Enquiry + Service Requests + Acct to Acct Trfs)	<input type="checkbox"/> Unlock my account	<input type="checkbox"/> إعادة تشغيل حسابي	<input type="checkbox"/> المجموعة الشخصية (الاستفسار+ طلبات الخدمة + التحويلات من حساب لآخر)
<input type="checkbox"/> Full Package (All Services Incl. Third Party Payments)	<input type="checkbox"/> Temporarily disable my Internet Banking Service	<input type="checkbox"/> وقف مؤقت للخدمة المصرفية بواسطة الإنترنت	<input type="checkbox"/> المجموعة الكاملة (جميع الخدمات بما فيها الدفعات للغير)
<input type="checkbox"/> Other: (please fill)	<input type="checkbox"/> Cancel my Internet Banking Service	<input type="checkbox"/> إلغاء الخدمة المصرفية بواسطة الإنترنت	<input type="checkbox"/> أخرى الرجاء التحديد هنا:

User ID: The Bank will provide you with a user ID based on your account number. Please note that once registered, this user ID may not be amended.

Please be advised that the information provided within this application may be used to update your customer details.

اسم المستخدم: سوف يزودك البنك بهوية مستخدم لرقم حسابك. الرجاء الملاحظة أن هوية المستخدم هذه لا يمكن تعديلها بعد تسجيلها.

يرجى العلم بأن المعلومات المقدمة في هذا الطلب يمكن استخدامها لتحديث البيانات الخاصة بك.

Customer Signature(S):

توقيع العميل:

I hereby declare that the information provided in this application form is true and accurate, and I further confirm that I have read, understood and accepted the NBK Online Terms and Conditions of National Bank of Kuwait S.A.K.P Dubai Branch.

أقر بأن المعلومات الواردة في هذا الطلب صحيحة ودقيقة، بالإضافة الى ذلك فأني أقر بانني قد قرأت واستوعبت ووافق على الأحكام وشروط الاستخدام الخاصة بنظام الأعمال المصرفية عبر الإنترنت ("الوطني أونلاين") والخاصة ببنك الكويت الوطني ش.م.ك.م، فرع دبي.

Date: DD MM YYYY **التاريخ:** اليوم الشهر السنة

For Bank Use Only:

Customer ID	
Branch Signature Verification	DD MM YYYY
Branch Manager Approval	DD MM YYYY
Central Operations Verification & Input:	DD MM YYYY
Central Operations Supervisor / Manager:	DD MM YYYY

Terms and Conditions

Please read these Terms and Conditions and the NBK Online statement of services available on the NBK Online website carefully before using this service.

These Terms and Conditions of use ("Terms and Conditions") apply to National Bank of Kuwait S.A.K.P Dubai Branch's online banking system ("NBK Online") and is provided for Your use under the provisions of these Terms and Conditions and the NBK Online statement of services.

You understand that by accepting these Terms and Conditions, You obligate yourself to use NBK Online exclusively within the provisions, ways and means provided herein. Your acceptance hereof provides sufficient evidence of your unconditional acceptance of all the Terms and Conditions herein. Upon Your acceptance, You may not under any circumstances modify, revise, amend, alter, omit or delete of any part of these Terms and Conditions and/or insert any provision or phrase of any sort. Any such change made by You shall be automatically construed as null and void, and shall not be legally binding on or enforceable against National Bank of Kuwait S.A.K.P Dubai Branch (the "Bank"). For the avoidance of doubt, any amendment to the Terms and Conditions may only be made by NBK and the User hereby accepts that the notification of any such changes by the Bank is binding upon the Customer upon notification of the same. Should the bank receive any modified Terms and Conditions in hard copy or by electronic means, or in any other form of communication, You acknowledge and accept that receipt thereof by the Bank shall not constitute acceptance nor agreement by the Bank to the same under any circumstances whatsoever, and that such modified Terms and Conditions will be automatically rejected without any need for a response or notice from the Bank in any manner.

These Terms & Conditions are applicable without prejudice and in addition to the Terms and Conditions for Opening Bank Accounts signed by and applicable to the Bank's customers; including Yourself.

These Terms and Conditions set out herein will prevail with respect to matters that relate to NBK Online, if there is a conflict between these Terms and Conditions and the Terms and Conditions Governing Accounts (for companies) or the General Terms and Conditions for Bank Accounts (for individuals) as the case may be.

By accessing NBK Online or any part thereof, You unconditionally and irrevocably agree to be bound by these Terms and Conditions. If You do not accept these Terms and Conditions, You shall not access the NBK Online website or any pages thereof.

In consideration of the Bank providing access through NBK Online, You acknowledge, understand and accept the following:

Definitions: The Meaning Of Some Words And Phrases

Capitalized terms in these Terms and Conditions will have the meanings attributed to them below:

Bank: means the National Bank of Kuwait S.A.K.P - Dubai.

Beneficiary: means a natural person or other legal entity who receives money from a benefactor.

Business Day: Days (other than a Saturday or a Sunday) means any of the Bank's customers (whether an individual customer or a corporate customer) who maintains an account (whether a borrowing or a non-borrowing account) with the Bank.

Customer: Means any of the Bank's customers (whether an individual customer or a corporate customer) who maintains an account (whether a borrowing or a non-borrowing account) with the Bank.

Eligible Account(s): means any account that the Bank deems available for use with NBK Online, as the Bank may change and or update from time to time.

Instructions: means any communication, request or instruction (financial and/or non-financial) from You that is received by the Bank through NBK Online in accordance with these Terms and Conditions.

NBK Online: means the Bank's electronic banking services available and provided by the Bank and located at www.nbk.com/uae which enables You to obtain information from the Bank and give instructions to the Bank to carry out certain banking transactions and services pertaining to Your Eligible Accounts through a computer, mobile telephone, or any other device with the ability to connect to the Bank's system.

User Identification: means a unique string of alphanumeric characters that identify a specific Customer to NBK Online and is required in order for a Customer to access NBK Online.

Password: means the electronic banking personal identification number chosen by You (or if You do not elect to change it, the initial secret number given to You by the Bank) that is used to confirm Your identity whenever You use NBK Online.

Security Codes means the User Identification code with the Password details and Security Questions agreed between You and the Bank that are used to identify You whenever You use NBK Online.

Security Questions: means the user-selected questions and their user-defined answers that are used along with the User Identification and Password to identify the Customer when the Customer seeks access to NBK Online.

You/Yourself/Customer: means you, the customer, who is registered by the Bank to use NBK Online in accordance with these Terms and Conditions.

1 The Accounts On Which You May Use NBK Online

1-1 The Bank shall not make NBK Online available for some types of accounts. Through Your agreement to be bound by the Terms and Conditions, You understand and accept that NBK Online will be available for use in relation to those Eligible Accounts You hold with the Bank, whether open now or opened in the future. You accept that eligibility of accounts may change in the future at the sole discretion of the Bank and that the Bank will advise you from time to time as to which accounts are Eligible Accounts. You hereby accept the Bank's designation of accounts as eligible or non-eligible as the case may be.

1-2 In order to use NBK Online, You understand that you must register for use through one of the following routes:

1-2-1 Online (Self Enrolment - Limited Access): which includes the ability to view balances and transaction details for eligible accounts and request e-services?

1-2-2 You shall ensure that You alone are able to access and give instructions on Your Eligible Accounts using NBK Online.

1-2-3 If access to NBK Online is requested via Your branch, the Bank shall provide You with a User Identification code and an initial Password. You may then choose your own Password and Security Questions for NBK Online after You have logged on for the first time.

1-2-4 At Your branch (Branch Enrolment - Full Access): which includes services outlined under Self Enrolment - Limited Access, in addition to the ability to perform inter-account transfers, as well as international and local bank third party transfers.

2 Your Responsibilities For Security

2-1 You are responsible for/to:

2-1-1 To enable You to use NBK Online, during self-enrolment You will set a Password and additionally, You will create Security Questions; and both the Password and Security Questions combined will need to be used to identify You whenever You access NBK Online.

2-2 Safeguarding Your Password And Security Questions

2-2-1 In connection with the security and protection of Your NBK Online account; You shall change Your Password regularly and shall do so whenever NBK Online requires You to do so.

2-2-2 Whenever You choose a Password, You shall not choose a Password that is likely to be guessed by anyone trying to access NBK Online pretending to be You. For example, You should avoid Your own or a relative's birthdays or any part of Your telephone number.

2-2-3 You shall take all reasonable steps to ensure that You safeguard Your Password and Security Questions at all times. You shall not disclose any details of Your Password or Security Questions to anyone, including but not limited to, members of the Bank's staff, or to someone giving assistance on a technical helpdesk in connection with NBK Online.

2-2-4 You shall not record Your Security Questions in any way that could make them recognizable by someone else.

2-2-5 If You discover or suspect that Your Password or any part of it is known to someone else, You shall immediately change the Password through NBK Online, or request a new password to replace the old Password with one of our branches. The Bank shall not under any circumstances be held responsible for any unauthorized use of Your NBK Online account and that You accept full risk associated with the same.

2-3 Other Security Safeguards

2-3-1 You understand and accept that Bank shall not issue to you more than one User Identification issued at any one time. You shall not allow anyone else to operate NBK Online on Your behalf.

2-3-2 You shall not leave any computer system or device You use to access NBK Online unattended while You are logged on to NBK Online. This applies You are using a shared computer system or device, Your own system or device You have sourced independently of us or a device provided by us to access NBK Online.

2-3-3 If You access NBK Online from a computer system or device in one of our branches You shall not leave that computer system or device unattended while online and You shall ensure that You have logged out of NBK Online before leaving the computer system, device, or the branch.

2-3-4 You shall not access NBK Online from any device connected through a shared office environment and or any public network or computer, without first making sure that no one else is able to observe or copy Your login information or obtain access to NBK Online.

2.4 Using Other People's Devices

2-4-1 You shall not access NBK Online using any computer or other device that You do not own. You shall not access and use NBK Online on a computer or device that belongs to any other person or that is owned and provided to You by Your employer unless You have first obtained the owner's permission to do so. If You breach this provision, You shall be liable to the Bank for any and all losses the Bank suffers as a result of such a breach.

2-4-2 You shall comply with any and all of the Bank's usage requirements as set out in the e-banking FAQs as they are designed to protect Your security while using NBK Online.

3 Instructions

3-1 You hereby accept that any communication, request or instruction from You through NBK Online or through any other communication channel will be legally binding on You. You also confirm that you are aware that the use of Security Codes agreed between You and the Bank for access to NBK Online is adequate identification of You. You hereby authorize the Bank to act on Instructions You give through NBK Online without requiring any further written or other confirmation from You, even if those Instructions are not actually given or authorized by You.

3-2 Your Liability For Unauthorized Instructions

3-2-1 The Bank shall not be liable for any misuse of Your Security Codes. You hereby accept liability for any and all losses, damages costs, claims or expenses the Bank may suffer as a result of any unauthorized use of Your NBK Online account.

3-3 Acting On Your Instructions

3-3-1 You agree that any payment or other request for service made via NBK Online that the Bank shall effect or purport to effect in compliance with any Instructions shall be binding upon You and You hereby accept it as conclusive evidence of the Bank's obligation to make such payment(s) or execute such Instruction(s), whether or not it the Instructions that gave rise to such payment or other Instruction was in fact not given by You or on Your behalf.

3-3-2 You hereby confirm that You accept and assume all risks involved in connection with any communications with the Bank through NBK Online and in particular (but without prejudice to the generality of the foregoing), risks due to errors in transmission or fraud on the part of the Customer or third parties, or misunderstandings or errors on the part of the Bank regarding the identity of the Customer, and You hereby discharge the Bank completely from all responsibility in respect thereof and You further agree:

- (i) To indemnify the Bank and keep the Bank indemnified against any and all losses, actions, proceedings, costs, claims and/or demands arising from or relating to the Bank's reliance on any Instructions.
- (ii) To perform and ratify any contracts entered into by the Bank and/or to accept any action taken by the Bank in compliance with Instructions.

3-3-3 Such assumption of the above-mentioned risk, discharge, indemnity and agreement to perform and ratify shall extend to Instructions given or purporting to be given by any attorneys now or hereafter duly appointed by You and reported as such in writing to the Bank, and which Instructions are reasonably believed by the Bank to have been given on Your behalf.

3-3-4 You accept that the Bank's completion of a transfer is subject to the availability of sufficient funds in the transferring account at the time of final processing. You hereby accept full responsibility for maintaining sufficient funds in the transferring account at the time of each transfer. If sufficient funds are not available to cover the amount of the transfer, You hereby authorize the Bank not to process the transfer. The Customer hereby agrees that the Bank shall have no responsibility whatsoever if any transfer is delayed or not processed or completed, due to the unavailability of sufficient funds.

3-3-5 The Customer hereby confirms and accepts that the Bank shall have the right to refuse any orders or instructions issued by the Customer at the Bank's absolute discretion and without providing any reasons for such refusal. The Customer further declares that the Bank shall not be liable for any losses, damages or lost opportunities of whatsoever kind incurred by the Customer as a result of the Bank's refusal to execute any of his orders and/or instructions.

3-3-6 Without prejudice to clause 3.3.5 above, when You give an Instruction via NBK Online, the Bank will act on that Instruction in accordance with the information provided by You and You hereby release the Bank from any liability, losses or costs incurred as a result of any delays in the receipt or non-receipt of payment by the Beneficiary including but not limited to;

- (i) The instruction exceeding Your transfer limits;
- (ii) The inaccuracy of the Beneficiary's Name and Account Number;
- (iii) Insufficient information in the transfer request;
- (iv) Restrictions on transfers imposed by local or foreign authorities;
- (v) Suspicion of money laundering and or financing of terrorism; or
- (vi) For any other causes beyond the Bank's control.

3-3-7 When the Bank receives a transaction Instruction from You through NBK Online, the Bank will be entitled to debit any payment plus any charges and fees payable for the transaction from the account You have specified. You agree that once You have given an Instruction through NBK Online You will not be able to modify, cancel or reverse it.

3-3-8 The Bank is under no obligation:

- (i) To reverse an Instruction You have given; or
- (ii) To accept an Instruction that is conditional or reversible or which requires the Bank to pay a third party sooner than it would be able to pay them following the Bank's normal banking practices.

3-3-9 The Bank may, at any time and at its sole discretion:

- (i) Refuse to carry out an Instruction given via NBK Online which the Bank shall communicate to you; or
- (ii) Require written confirmation from You of a particular Instruction.

3-3-10 When You give an Instruction via NBK Online, the Bank will act on that Instruction in accordance with the cut-off times notified to You through NBK Online and;

3-3-11 Where Instructions are received at any time other than the agreed cut-off time, the Bank may not act on the Instruction until the next available Business Day.

3-3-12 From time to time, the Bank may notify You of changes to these cut-off times.

3-3-13 You shall not use NBK Online to create an unauthorized overdraft on any of Your Eligible Accounts maintained with the Bank and the Bank is entitled to refuse to accept any Instruction that would do so. If an unauthorized overdraft is created, the Bank may take any action it deems fit and charge additional fees, costs, charges and overdraft interest to the account in question in accordance with the terms and conditions governing that account.

You agree that:

- (i) You undertake to make sure that no unauthorized overdrafts are created; and
- (ii) You shall not rely on the operation of NBK Online to prevent an unauthorized overdraft from being created; in particular, You understand and acknowledge that Your cheques might take time to clear and/or any payment instructions You have given via NBK Online might not always be immediately reflected in the balance on Your account.

3-3-14 You acknowledge that Instructions that You have entered through NBK Online prior to Your receipt from the Bank of a confirmation that the Instruction has been processed, will remain authorized by You and the Bank may or may not execute any such Instruction at its sole discretion, and You commit to indemnify the Bank from any damages or financial loss the Bank may suffer arising from or relating to any execution or non-execution of such orders and Instructions.

3-4 Instructions Received Via Nbk Call Center:

The Bank shall provide telephone banking services to You to support Your use of NBK Online.

3-4-1 You hereby agree to the Bank record all telephone conversations made through the Bank's telephone banking service.

3-4-2 The definition of Instruction in these Terms and Conditions shall also apply to all communications, requests and instructions that are received by the Bank from You through the Bank's telephone banking service.

3-4-3 The terms of Article 3 hereof shall be equally applicable to any Instructions received from You through the Bank's telephone banking service.

3-4-4 All terms and conditions applicable to Your use of NBK Online shall be equally applicable to any transaction or Instruction provided through the Bank's telephone banking service.

4 Changes And Updates

4-1 The Bank reserves the right to change, amend and modify these Terms and Conditions and / or the NBK Online Statement of Services or replace them entirely by posting any such revised or new Terms and Conditions and / or NBK Online Statement of Services on NBK Online at any time and without any notice, and Your continued access to or use of NBK Online will constitute Your acceptance of any and all such changes. The Bank reserves the right to modify, suspend, or discontinue, temporarily or permanently, NBK Online or any part thereof, with or without notice, at any time. You agree that the Bank shall not be liable to You or to any third party for any actions, proceedings, costs, claims and demands in respect thereof as a result of any such modification, suspension or discontinuance of NBK Online.

5 Your Access To The Site

5-1 We may in our sole discretion terminate Your access to or use of NBK Online for any reason whatsoever, including without limitation, where we believe that You have not acted in accordance with these Terms and Conditions.

6 Operating Times, Changes And Disruptions

6-1 The Bank shall take all reasonable and practicable steps to make NBK Online available for use. You accept, however, that routine maintenance requirements, excess demand on the Bank's systems and circumstances beyond the Bank's control may mean that NBK Online is not always available during its normal operating hours.

6-2 In connection with NBK Online, the Bank is entitled at any time to:

- (i) Change the way in which You access NBK Online; or
- (ii) Add to, remove or otherwise change, end or suspend any of the facilities available on NBK Online; or
- (iii) End NBK Online service entirely.

6-3 You agree that the Bank has the right to change, cancel or terminate Your usage of NBK Online at any time and for any reason whatsoever without any liability on the Bank regardless of any losses or damages You may suffer as a result thereof, whether or not foreseeable.

6-4 You hereby absolve the Bank from any responsibility if You are unable to gain access to and/or use NBK Online for any reason whatsoever, including but not limited to, any computer, telecommunication, electrical, technical or network failure or malfunction and routine maintenance/update requirements.

7 Software And Hardware

7-1 Protection against Viruses

7-1-1 You are solely responsible and liable for preventing the receipt and transmission of viruses, key loggers, Trojan horses, worms, and other destructive or disruptive components and must take all reasonably practicable measures to ensure that any computer or other device from which You access NBK Online is free of any computer virus or similar component or software, including, without limitation, programs commonly known as software bombs, Trojan horses and worms (together "Viruses") and is adequately maintained in every way. You hereby acknowledge that NBK Online can be accessed through the Internet or other communication channels over which the Bank has no control. You shall therefore ensure that any computer or other device You use to access NBK Online is adequately protected against acquiring Viruses and hereby absolve NBK from any and all liability for loss that You may suffer for any inadequate protection from the same.

7-2 Third Party Websites

7-2-1 NBK Online may contain links to websites controlled or offered by third parties. The Bank hereby disclaims liability for any information, materials, products or services posted or offered at any third party site linked to NBK Online. By creating a link to a third party website, the Bank and NBK online do not endorse or recommend any products or services offered or information contained at that website, nor is the Bank or NBK Online liable for any failure of products or services offered or advertised at those sites. You hereby acknowledge that You are aware that such third party sites may have a privacy policy different from that of NBK Online's and that the third party website may provide a lower level of security than the NBK Online site and You assume any and all associated risks of Your own accord.

8 The Extent Of Our Liability For Your Loss Or Damage

8-1 The Bank shall take reasonably practicable steps to ensure that the Bank's systems, in connection with NBK Online, are installed with adequate security designs and controls to manage the risks associated with operating an online banking system, taking into account any law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to the Bank from time to time.

8-2 You hereby accept that The Bank shall not be liable for any losses or damages to You as a result of making NBK Online available to You, including any direct, indirect, consequential or special loss, even if the Bank had been advised of the same.

8-3 Examples of circumstances in which the Bank shall NOT be liable to You for loss or damage resulting through the use of NBK Online include (but are not limited to):

8-3-1 acting on an Instruction which has been validly authenticated as coming from You but which in fact was given by somebody else;

8-3-2 any incompatibility between Your system and NBK Online;

8-3-3 any machine, system or communications failure, industrial dispute or other circumstances beyond the Bank's control that leads either to NBK Online being totally or partially unavailable or to Instructions given via NBK Online not being acted upon promptly or at all;

8-3-4 You relying on any information, financial or otherwise, provided as part, or by means, of NBK Online;

8-3-5 any misuse of our system by You or anyone else;

8-3-6 any access to information about Your Eligible Accounts which is obtained by a third party as a result of Your using NBK Online; and

8-3-7 execution of Your Instructions being delayed or not being acted upon by the Bank.

8-4 The information and material contained in NBK Online, including text, graphics, links or other items is provided "as is", "as available". The Bank, its branches and subsidiaries do not warrant the accuracy, adequacy or completeness of any information and materials available on NBK Online and the Bank expressly disclaims liability for errors or omissions in said information and material.

8-5 No warranty of any kind, implied, expressed or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from computer viruses, is given in conjunction with NBK Online.

8-6 You shall indemnify the Bank, its employees, nominees or agents promptly and on a full indemnity basis from or against any and all actions, omissions, negligence, proceedings, claims, demands, damages, losses (including direct, indirect or consequential losses), costs and expenses including all duties, taxes, or other levies and legal costs (on a full indemnity basis) and other liabilities which the Bank may incur, or suffer from relating to or in connection with Your use of NBK Online

9 Breach Of These Terms And Conditions

9-1 As a result of Your breaching any of these Terms and Conditions, You shall compensate the Bank for any and all losses the Bank may suffer from Your breach of any of these Terms and Conditions.

10 Ending Your Use Of Nbk Online

10-1 You may cancel Your use of NBK Online at any time by giving the Bank prior written notice.

10-2 If You have multiple Eligible Accounts, You may not cancel NBK Online solely in respect of any one Eligible Account, unless You are notified by the Bank to the contrary in writing.

10-3 The Bank shall have the absolute right to terminate your use of NBK Online at any time and for any reason whatsoever, whether with or without notice.

10-4 If Your use of NBK Online comes to an end for any reason, Instructions You have already given via NBK Online will be managed by the Bank in its sole and absolute discretion.

11 About Our Charges

The Bank is entitled:

11-1 To charge You fees and charges for Your use of NBK Online; and

11-2 To charge You fees and charges applicable to Your use of NBK Online and other banking related services that the Bank provides in response to Your Instructions through NBK Online.

11-3 To change those fees and charges applicable to Your use of NBK Online and/or other banking related services from time to time by effecting a change to the Bank's standard tariff of fees and charges. Your continued use of NBK Online after the publication of the new fees and charges in the Bank's standard tariff of fees and charges shall be conclusive evidence of Your acceptance of such changed fees and charges.

12 Severability

12-1 If any provision of these Terms and Conditions is held to be invalid or unenforceable under any applicable law or a court of competent jurisdiction, the remaining provisions of these Terms and Conditions shall remain in full force and effect.

13 Waiver

13-1 No delay or failure on the part of the party entitled to give notice under these Terms and Conditions or to exercise any of its rights hereunder shall operate as a waiver of such right or remedies.

14 Notice

14-1 Any notice to be provided by the Customer to the Bank in connection with NBK Online shall be provided in writing and submitted by hand to any of the Bank's branches in Dubai.

14-2 Electronic mail is not a reliable or secure method of communication and the consumer hereby agrees not use it to send the Bank any of the following:

- (i) Notices in connection with the terms of these Terms and Conditions; or
- (ii) Communications such as Instructions subject to the payment instructions being sent through to NBK Online in accordance with the terms of the Eligible Accounts which You hold with us.
- (iii) The NBK Online banking secure messaging function is intended for answering Customers' questions and providing them with information regarding the Bank's services and should not be used to initiate transactions. The Bank is not responsible for the timeliness of responding to your queries sent through the NBK Online secure messaging function.

14-3 If the Bank needs to send You a notice, we will use the address You have given the Bank most recently in connection with any of Your Eligible Accounts.

15 Unauthorised Use Of Information/Materials

15-1 You fully understand and agree that the unauthorized use of NBK Online and/or the Bank's websites, trademarks and systems, including but not limited to unauthorized entry into the Bank's systems, misuse of Passwords, trademarks or misuse of any information posted on NBK Online or the Bank's website is strictly prohibited and shall not engage in any such prohibited activity.

16 Service Availability

16-1 NBK Online and services related thereto may not be available in all geographic areas. Your eligibility to use NBK Online is subject to final determination by the Bank.

17 Corporations

17-1 Where the holder of the account is a company, NBK Online services will only be provided to the person authorized by the company to receive the User Identification Code and Password pertaining to NBK Online, provided that the company shall in all cases be fully liable for, and may not object to, all that results from the use of NBK Online by the company whether through such authorized person and/or other person.

18 Governing Law And Jurisdiction

18-1 These Terms and Conditions shall be governed by and construed in accordance with the laws of the Emirate of Dubai. You agree for the benefit of the Bank (and without prejudice to the right of the Bank to take any proceedings in relation hereto before any other court of competent jurisdiction) that the courts of Dubai shall have jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with these Terms and Conditions or Your use of NBK Online and, for such purposes, irrevocably submits to the exclusive jurisdiction of such courts.

19 Language Of The Terms And Conditions

19-1 The main language of these Terms and Conditions is Arabic. If there are any inconsistencies between the Arabic and English texts, the Arabic text will prevail.

20 Acceptance

I hereby declare that the information provided in this document is true and accurate, and I further confirm that I have read, understood and accepted the NBK Online Terms and Conditions of National Bank of Kuwait S.A.K.P. - Dubai Branch.

I agree to be bound by the said Terms and Conditions; and

I acknowledge that the Terms and Conditions may be amended from time to time by the Bank as stated herein.

I acknowledge that this service is governed by the Dubai Law of Electronic Transactions and Commerce No. 2 of 2002, Federal Law No. 1 of 2006 on Electronic Transactions, Federal Law No. 10 of 1980 regarding the Central Bank, the Monetary System and Organization of Banking and any further instructions, and regulations issued by any regulatory authority in conjunction with the aforementioned laws.

Customer name: _____

Account number: _____

Signature: _____