

# General Terms and Conditions for Accounts and Banking Services



بنك بيت التمويل الكويتي  
**KFH**  
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### 1. General Terms and Conditions Govern All Types of Accounts:

The following terms and conditions apply to all types of accounts in addition to the specific terms and conditions for each type of account listed in its respective section and other terms and conditions prescribed for any other services:

1. The account shall be operated by the account holder (the customer) or his/her representative, legal delegate, or agent; the bank will not consider authority revoking of the person who operates the account unless a related written notification is received by the bank.
2. The customer authorizes the bank to collect the value of commercial papers and other financial instruments, and credit the net proceeds thereof to his/her account in accordance with the regulations applied by the bank.
3. The bank is exempted from any liability that may arise from not taking protest procedures, non-payment, or delay in taking such actions. The bank is also exempted from any liability for not taking legal actions by virtue of the bounced commercial papers, whether they are cheques or promissory notes, regardless of the endorsement type. The bank will not be held liable in case the commercial papers were lost upon collecting them via the correspondents of the bank abroad.
4. Upon submitting commercial papers for collection irrespective of the endorsement type, whether endorsed to the bank by way of proxy, insurance, or for transfer of ownership, such presentation will not be considered by the bank unless it was made through bank deposit slip stamped with bank stamps and signed by the branch concerned staff.
5. According to the agreement with the bank, it is not permissible to prove the contrary of what is reported in the bank's documents and records except in writing. In all cases, the only acceptable proof against the bank is only written evidence.
6. The bank has the right to hire any specialized company for the transportation and delivery of postal parcels and registered letters or any means of advertising; to deliver any correspondence sent to the customer by the bank without any liability on the bank. This is not considered a breach of confidentiality.
7. The customer authorizes the bank to automatically deduct from his/her account(s) all due commissions related to the type of service provided according to the customer's request, as per the published banking tariff for the type of service provided.
8. The customer authorizes the bank to deduct from his/her account(s) any amounts that were credited by mistake; the customer will be notified of this through the account statement sent to him/her, which is considered enforceable towards the customer who hereby declare the transaction's correctness.
9. All the customer's accounts with the bank or its branches, currently or in the future, shall be deemed to guarantee each other regardless of their nature or names thereof
10. The bank's books and records shall be conclusive evidence of what the customer owes and what is owed to him/her in his/her dealings with the bank; the customer has no right to object to such dealings thereof in any manner whatsoever unless the customer proves otherwise.
11. Regarding the account opened in customer's name, the customer hereby declares that the account opened in his/her name is for their benefit. Joint account customers hereby declares that he/she is the beneficiary thereof. and the co-holders of the joint accounts declare that they are the beneficiaries thereof with regard to the account opened on behalf of the others, the account opener declares that the beneficiary thereof is the person whose name is mentioned in the account opening application form and his proxy on behalf of the beneficiary is correct and matching to the truth and valid.
12. The customer irrevocably authorizes the bank to exchange all his/her accounts information, and personal data with banks and entities participating in the data and information collection system as prescribed by law and the Central Risk System, as well as all the bank's sister or

subsidiary companies, parent company(s), or any specialized entity chosen by the bank at its discretion, inside or outside the Arab Republic of Egypt. The customer authorizes the bank to obtain from any governmental or non-governmental entity the address of his/her residence and workplace and any changes thereto. He/She further authorizes the bank to provide these related entities with this information without any liability on the bank or the entities mentioned.

13. In case of account is reserved and account available balance is higher than the debt amount which the account is reserved for, the customer authorizes the bank to hold an amount equivalent to the debt amount plus its fees to be assigned to repay the debt that the account is reserved for after fulfilling all legal procedures by the reserving party.
14. The customer declares that he/she is fully aware and responsible of the consequences that may arise towards others regarding all deposit transactions that recorded in his/her account by any person or body unless rejected by the customer within thirty days from the date of the account statement that included such transaction or from the date on which he/she became aware of such deposits by any other means.
15. The customer's signature specimen at the bank is valid for all their transactions with all their currently opened accounts or those to be opened in the future with the bank, including their sub-accounts and additional accounts, and any account opened at any time through electronic banking services; unless the bank receives different written instructions from the customer before opening any of these accounts, which are acceptable to the bank according to its applicable systems. The customer acknowledges that any sub-accounts and additional accounts open at any time, including any account opened through electronic banking services, are subject to the current terms and conditions governing accounts and any amendments thereto.
16. The bank has the right to close the account at any time after notifying the customer by writing or by text messages within a period not less than fifteen days, without conflicting with the governing laws and regulations. The customer upon receiving the notification thereof, is obliged to return the security token (if any), cheque books, credit cards, and ATM cards, and settle the debit balance.
17. The customer's address stated in the account opening request and the bank's forms is the chosen address for any correspondence or notices directed to him/her by the bank unless the bank receives a written notification from the customer of another address. The customer must update their data with the bank in case of any changes according to the data update frequency and the bank's regulations. The customer bears full responsibility for not updating the data without any liability on the bank.

#### Terms and Conditions for Dormant Accounts:

18. It is agreed that an account is considered dormant in case the customer or his / her authorized delegate did not perform any transaction by way of withdrawal, deposit, transfer, electronic inquiry, or authenticated balance inquiry for one year on current accounts and mobile banking accounts, and two years on savings accounts. The transactions performed by the bank on customer accounts, such as fee deductions or revenues crediting, are not considered transactions that accounts are activated by, in this case, charges to be levied on such accounts according to the bank's published tariff.
  - Dormant accounts: All customer accounts that are dormant with the bank.
  - Active account: An account that has had at least one transaction within a year for current accounts and mobile banking accounts, and two years for savings accounts (withdrawal, deposit, transfer, electronic inquiry, or authenticated balance inquiry)
  - Activated mobile Wallet account: An account on which the customer has performed at least one financial transaction within 90 days at least (withdrawal, deposit, transfer

including other debit transactions from the account, excluding balance inquiries or PIN changes) through banks' branches, service providers, or available electronic channels.

- If the customer has other active accounts, he/she is allowed to activate his/her dormant accounts using any of the bank's communication methods (e.g., branches, call centers, internet banking, ATMs, or other electronic communication channels) after verifying the customer's identity.
  - If the customer account is considered dormant (all his/her accounts), the customer must at least perform the following through any of the bank's communication methods according to its policy:
    - a. Balance authentication.
    - b. Fill in account activation request.
  - No charges are imposed for activating or closing accounts.
  - The bank has the right to close the account if its balance remains zero for a year without activation by the customer.
  - The customer will be notified through any available communication channels monthly for three months before considering his/her accounts as dormant. Customer will be notified before and after considering his/her accounts as dormant through any available communication channels about the resulting charges as well as activation procedures.
  - Any cheques drawn on the dormant account to be honored and any standing instructions to be implemented and such will not be considered as accounts reactivation, and the customer will be notified after the execution through any available communication channels.
  - No charges or fees will be levied on dormant accounts in case the balance decreases to zero, and accounts will not be overdrawn by any changes or commissions.
  - The revenues that are due to dormant account continuous to be calculated and credited to customer's account according to account type and the periodicity of revenues.
  - All types of financing, including credit cards, prepaid cards, and saving schemes such as investment deposits and saving certificates are excluded from dormancy status
19. The customer according to this agreement authorize Kuwait Finance House Bank -Egypt S.A.E, to collect the value of coupons, cheques, commercial papers and guarantees its intracity and correctness of signatures embedded thereon , also the customer authorizes the bank in purchasing or selling of securities, documents, goods, issuing letters of credit, and other banking transactions which to be recorded in customers' current account at the bank.
20. The bank has the right, in case of debit balance is due from the customer, to convert any credit balances in the customer's account in other foreign currencies to Egyptian pounds or the currency of the due debt at the bank's exchange rate on the transfer day and use the proceeds to settle the customer's due debt to the bank.

## 2. Terms and Conditions for Current Accounts

1. An account is not considered a current account unless it meets the legally prescribed conditions. If it is a current account, the credit balance in the current account is a "Qard Hasan" (benevolent loan) that does not earn any profits or bear any losses. The bank is obligated to pay the full credit balance upon request and may invest the balances of these accounts or part of it, the proceeds of investing those funds shall be returned to the bank's shareholders.
2. The customers' withdrawals from the account are made using cheques approved by the bank and delivered to the customer or any other payment document that meets legal requirements

and is accepted by the bank. Withdrawals can also be made using an ATM card or credit card according to their specific terms and conditions, or by any other means the bank notifies the customer with.

3. The customer is obligated to safeguard the cheque book delivered to them, he/she must notify the bank if it is lost or if any of its cheques are lost. The customer is solely responsible for all direct and indirect damage resulting from the cheque book or any of its cheques being in the possession of any of their affiliates or third parties, without any liability for the bank.
4. The customer acknowledges that the use of cheques is for their personal use only.
5. The bank may refuse to cash any cheques drawn against deposited cheques under collection unless those cheques have been collected and their value credited to the customer's account held with the bank.
6. Withdrawals from the current account must always be within the credit balance. The customer is personally responsible for withdrawing amounts that exceed the credit balance in the account and must repay the bank the overdrawn amount upon the bank's first request.
7. The entry of payments into any account, including the current account, does not waive the parties' claims regarding the contracts and transactions that resulted in these payments.
8. The customer has the right, if any legal reason permits, to request the suspension of any cheques, commercial papers, or payment orders issued by them. They must submit a written request to the bank with their authorized signature. The bank's obligation to stop payment of these cheques or other papers is conditional on the cheques or papers not being cashed before the customer's request is submitted.
9. The bank will set aside the funds to cover cheques that the customer requests to stop payment on or notify the bank of their loss. The bank has the right to freeze these amounts until an amicable settlement is reached, or a final judgment is issued. The customer cannot demand the withdrawal of these amounts before that and is fully responsible for the consequences of the stop payment request and its legal validity.
10. Accounts are considered indefinite unless otherwise agreed. The bank has the right to close the account at any time after notifying the customer without needing to provide reasons. The customer must withdraw any funds deposited in the account before the date specified by the bank for account closure, which the customer has been notified of. Otherwise, the bank has the right to deposit these funds in the court's treasury, send a bank cheque for their value to the customer's known residence, or keep them in a special account with the bank. The customer also has the right to close the account, provided they notify the bank at least fifteen days before the specified closure date and settle any amounts due to the bank. The bank also has the right to refuse any new deposits to the account.

### 3. General Terms and Conditions for Mudarabah Investment Accounts

1. The customer, as the owner of the funds (Rab al-Mal), authorizes the bank, which has accepted as the Mudarib (investment manager), to invest the customer's funds deposited in the Mudarabah account (Mudarabah capital) in the general Mudarabah pool in the manner deemed appropriate by the Mudarib at its absolute discretion and in accordance with the principles of Islamic Sharia. The Rab al-Mal permits the Mudarib (the bank) to mix the Mudarabah capital with its own funds, including equity rights, current account balances, and other accounts treated as current accounts, creating a partnership relationship between these funds and the Mudarabah pool capital.
2. The holders of Mudarabah accounts authorize the bank to retain (when necessary) a portion of the profits from the Mudarabah pool, deducted from the Mudarabah account holders' share of the profits, to form a "Profit Equalization Reserve" This reserve shall not exceed a certain

percentage of those profits, which is the percentage applied and announced by the bank (if any) and approved by the Sharia Supervisory Board. This is to maintain the stability and continuity of profit distribution to Mudarabah investment account holders, ensuring a certain level of investment return for them.

### 3.1 Terms and Conditions for the Investment Savings Account

- 1- The client (the capital owner) authorizes the bank (the mudarib) to invest the account balance based on Sharia-compliant mudarabah, and the client is entitled to a share of the profit achieved, calculated according to their participation percentage in the investment.
- 2- The mudarib partner's share of the profit and the percentage of funds invested from the original account balance is according to what is announced on the bank's website.
- 3- The minimum amount required to open the account, and the calculation of profits are detailed in the bank's banking services price list available on the bank's website.
- 4- The account does not entitle the client to request the issuance of checkbooks.
- 5- The expected return is the profit that the bank announces as expected to be achieved based on its business results. If the account balance falls below the minimum required to open the account, therefore the client is not entitled to any profit on the account balance.
- 6- Profits are calculated based on the minimum balance during the month.
- 7- The bank (the mudarib) guarantees the principal amount invested in the event of proven serious misconduct, negligence, or violation of the terms of the Contract.

### 3.2 Terms and Conditions for the Daily Investment Savings Account

1. The client (the capital owner) authorizes the bank (the mudarib) to invest in the account balance based on Sharia-compliant mudarabah, and the client is entitled to a share of the profit achieved, calculated according to their participation percentage in the investment.
2. The mudarib partner's share of the profits, as well as the percentage of funds invested from the total account balance, are according to what is announced on the bank's website.
3. The minimum amount required to open the account and the calculation of profits are detailed in the bank's banking services price list available on the bank's website.
4. The account does not entitle the client to request the issuance of checkbooks.
5. The expected return is the profit that the bank announces as expected to be achieved based on its business results. If the account balance falls below the minimum required to open the account, therefore the client is not entitled to any profit on the account balance.
6. Profit is calculated based on the daily closing balance of the account and added monthly.
7. The bank (the mudarib) guarantees the principal amount invested in the event of proven serious misconduct, negligence, or violation of the terms of the contract.

### 3.3 Terms and Conditions for the "Bayzeed" Investment Account

1. The client (the capital owner) authorizes the bank (the mudarib) to invest the account balance, which contains multiple tiers with different relative weights according to the minimum for each tier, based on Sharia-compliant mudarabah. The client is entitled to a share of the profit achieved, calculated according to their participation percentage in the investment.
2. The mudarib partner's share of the profit and the percentage of funds invested from the original account balance are as announced on the bank's website.
3. The minimum amount required to open the account and the calculation of profits are detailed in the bank's banking services price list available on the bank's website.

4. The account is available in Egyptian Pounds only.
5. The return is calculated on deposits and transfers starting from the business day following the date of deposit or transfer.
6. The account entitles the client to request the issuance of checkbooks.
7. The expected return is the profit that the bank announces as expected to be achieved based on its business results. If the account balance falls below the minimum required to calculate profit, therefore the client is not entitled to any profit on the account balance.
8. Profit is calculated based on the daily closing balance of the account and added daily.
9. The bank (the mudarib) guarantees the principal amount invested in the event of proven serious misconduct, negligence, or violation of the terms of the contract.

### 3.4 Terms and Conditions for the "Fusion" Investment Savings Account

1. The client (the capital owner) authorizes the bank (the mudarib) to invest the account balance, which contains multiple tiers with different relative weights according to the minimum for each tier, based on Sharia-compliant mudarabah. The client is entitled to a share of the profit achieved, calculated according to their participation percentage in the investment.
2. The mudarib partner's share of the profit and the percentage of funds invested from the original account balance are as announced on the bank's website.
3. The minimum amount required to open the account and the calculation of profits are detailed in the bank's banking services price list available on the bank's website.
4. The account does not entitle the client to request the issuance of checkbooks.
5. The expected return is the profit that the bank announces as expected to be achieved based on its business results. If the account balance falls below the minimum required to calculate profit, therefore the client is not entitled to any profit on the account balance.
6. Profits are calculated based on the minimum balance during the month.
7. The bank (the mudarib) guarantees the principal amount invested in the event of proven serious misconduct, negligence, or violation of the terms of the contract.

### 3.5 Terms and Conditions for "Al-Hassad" Investment Savings Account

1. The client (Rab al-Mal) authorizes the bank (Mudarib) to invest in the account balance. The client is entitled to a percentage of the expected profits based on the average monthly account balance.
2. Profits are calculated based on the lowest available balance during the month. The account has multiple tiers with different relative weights, and the minimum balance for profit calculation for each tier is determined according to the bank's approved policy.
3. The minimum balance for opening an account and calculating profits is as stated in the bank's schedule of service fees.
4. To qualify for draws, an average balance of no less than 50,000 Egyptian Pounds must be maintained. The longer the balance is held, the greater the client's chances in the draw.
5. Draw Chances and Prizes
  - One chance for every 50,000 Egyptian Pounds in the weekly draw.
  - Two chances for every 50,000 Egyptian Pounds in the monthly draw.
  - Three chances for every 50,000 Egyptian Pounds in the quarterly draw.
  - Four Opportunities for every 50,000 EGP in the annual draw. The maximum number of opportunities is 3,000 opportunities per customer per draw. Opportunities are calculated based on the average balance for the previous period, provided that a balance of not less than 50,000 EGP is available on the draw day.
6. All cash prizes are deposited directly into the customer's account with the bank and cannot be transferred or disbursed in cash outside the account.

7. The account does not entitle the customer to request the issuance of checkbooks.
8. The expected profit is the return rate announced by the bank based on its business results, and if the account balance falls below the minimum for profit calculation, no profits will be accrued
9. The bank (Mudarib) guarantees only the principal amount invested in the event of proven transgression, gross negligence, or violation of the terms of the contract

#### 4. Terms and Conditions for Investment Wakala Accounts

The following are the terms and conditions for investment Wakala accounts at Kuwait Finance House Bank – Egypt S.A.E.:

1. The principal (customer) appoints the agent (bank) to invest the specified investment amount in the principal's offer (product issuance request) agreed upon by the principal and agent from time to time within the "general investment pool of the agent," which includes the bank's shareholders' funds and similar funds, as well as Mudarabah investment account balances.
2. Under this agreement, the principal (customer) authorizes the agent (bank) to:
  - o Enter into Sharia-compliant transactions on behalf of and for the account of the principal.
  - o Perform all necessary actions to conduct these transactions as the principal would.
  - o Negotiate on behalf of the principal regarding any contracts the agent enters into within the general investment pool.
  - o Exercise all necessary powers on behalf of the principal to enable the agent to fulfill its obligations under this agreement.
3. The agent is committed to safeguarding the principal's interests and acting in good faith, managing the investment transactions with the same care as it managing its own similar transactions.
4. The principal bears all risks arising from the actions taken by the agent as the principal's representative, except for risks resulting from negligence, misconduct, or violation of the agency's terms and conditions.
5. The principal has the right to claim compensation for actual damage if it is due to the agent's fraudulent actions, gross negligence, or violation of the agency's terms and conditions.
6. The agent is entitled to the fee specified in the agent's acceptance form and/or the bank's tariff for each investment transaction.
7. If the principal wishes not to renew an investment transaction at its maturity date, the agent must pay the principal the investment amount with the realized profit. If the agent delays the notional liquidation and actual profit calculation for the principal, the agent may either pay the principal the expected profit announced in advance at the deposit's maturity and settle the difference after liquidation or wait until the liquidation date and actual profit calculation.
8. The profit calculation period for any investment transaction is a calendar month unless otherwise agreed. If the principal wishes to terminate an investment transaction before its maturity date, the principal acknowledges that the expected profit to be distributed in this case is subject to change and that any profit paid to the principal before the profit calculation date is considered an advance profit until the final settlement, in case the actual profit is lower than the expected profit based on the agent's actual activity results.
9. The principal acknowledges that the results and/or profits from any investment transaction do not constitute any obligation on the agent to achieve the same results or pay similar amounts in any subsequent investment transaction.

10. Before entering any investment transaction on behalf of the principal, the agent agrees with the principal on the expected profit to be achieved in the investment transaction (subject to settlement).
11. The agent and principal agree that any profit achieved by the agent exceeding the expected profit after deducting the agent's fee is retained by the agent as an incentive for good performance.
12. If the agent finds before starting the investment transaction that the expected profit for the principal cannot be achieved, the agent must agree with the principal to invest at a lower profit or stop the investment transaction.
13. The principal pays the "investment amount" into the account notified by the agent – specified in the principal's offer – no later than the investment date.
14. The terms of the Wakala may be amended by agreement, and the customer is notified of these amendments through announcements in the bank's branches or any other recognized communication means, including electronic means. The amendment applies to the subsequent investment period without retroactive effect. If the agent amends and the principal does not object to the amendment within three working days from the notification date, the amendment becomes effective. If the principal does not agree to the amendment, they may withdraw their account/deposit/certificate, and the bank may, at its absolute discretion, grant customer a profit percentage for the previous period according to the terms indicated in the issuance request.
15. The principal may redeem the value of the deposit/certificate under the Wakala system before the maturity date based on the exit and termination of the investment transaction according to the terms and conditions of this agreement, i.e., waiving profits/part of the profit according to the redemption terms or applicable discount rates based on the type of "investment transaction" specified in the issuance request for each product or absolving it from losses (if any). If the principal wishes to redeem the value of the investment certificate/deposit before its maturity date with an existing financing granted against the value of that certificate/deposit, the agent has the right to settle this financing balance and its related returns from the value of the certificate/deposit and return the remaining value – if any – to the principal.

#### 4.1 Terms and Conditions for Daily and Monthly Return Investment Accounts Based on Investment Agency

1. Funds in the investment account will be invested "by agency" in accordance with the terms of the investment agency contract, within the bank's general investment pool, after the client approves all investment conditions prior to opening the account.
2. The bank will inform the client of the expected profit rate upon opening the account, and profits will be calculated according to the performance of the bank's general investment pool.
3. The client authorizes the bank to act in a manner it deems appropriate to achieve mutual interest, including determining investment methods and areas, and this includes authorization to contract with itself or with third parties.
4. The bank guarantees the principal amount invested only in the event of proven transgression, gross negligence, or violation of the terms of the agency agreement.
5. Profit Calculation Mechanism

Monthly Return: Profits are calculated based on the daily closing balance of the account and are added monthly, taking into account the minimum balance eligible for calculation as specified in the account opening application.

Daily Return: Profits are calculated based on the daily closing balance of the account and are added daily, taking into account the minimum balance eligible for calculation. The return calculation begins on the next business day following the deposit or transfer, in accordance with the bank's regulating regulations.

6. Minimum Investment: The minimum amount required to open an account and calculate profits is determined in the issuance request or as announced on the bank's website. The bank reserves the right to amend the minimum investment and define different tiers based on deposit volumes.

7. If the account balance falls below the specified minimum, it will not be eligible for any profits, nor will it incur any losses

#### 4.2 Terms and Conditions for Investment Deposits Based on Wakala Investment

1. The funds in the investment deposit are invested "under investment agency" according to the investment Wakala terms within the bank's general investment pool after the customer's approval of all investment terms before creating the deposit.
2. The bank informs the customer of the expected profit rates for the deposit when creating the deposit.
3. The customer authorizes the bank to act in the manner it deems appropriate to achieve mutual interest, including determining suitable investment methods and fields, including authorization and contracting with itself or others.
4. Kuwait Finance House Bank – Egypt S.A.E. invests the entire deposit balance according to the investment Wakala principle.
5. In case of deposit redemption before its maturity date, the customer forfeits part or all of the return according to the terms specified in the deposit issuance request signed by the customer.
6. If the customer requests not to renew the deposit and the maturity date falls on an official holiday, the principal amount of the deposit and the due return (if any) are added on the next working day.
7. If the customer requests automatic renewal of the deposit and the agent cannot contact the principal before the renewal date, the agent will renew the deposit and invest the "investment amount" in transactions that yield the expected profit as announced at the bank's branches and/or website at the time of renewal.
8. The minimum balance required to create any investment deposit is as specified in the deposit creation request and/or as announced on the bank's website at the time of deposit creation.
9. Withdrawals from the deposit account by cheques are not allowed, and no ATM card is issued for it.
10. The bank guarantees the principal amount invested in case of proven gross negligence or violation of the agency's terms.
11. In case of granting banking facilities secured by the investment deposit, the lien/allocation remains valid in favor of the bank even if its term is extended for one or more periods or if its number, currency, or amount is modified until full repayment. The customer authorizes the bank to renew the secured deposit if the deposit matures and there is still a debt owed to the bank under the granted facility or to liquidate it and use its amount and the realized return to settle the outstanding debt balance and any expenses or commissions related to the investment deposit. This authorization applies to the bank's right to change the collateral deposit's return rate upon renewal after notifying the customer by any recognized communication means, including electronic communication.

#### 4.3 Terms and Conditions for Savings Certificates Based on Wakala Investment

1. The funds in the savings certificates are invested "under investment agency" according to the investment Wakala terms within the bank's general investment pool after the customer's approval of all investment terms before creating the certificate.
2. The bank informs the customer of the expected profit rates for the certificate when creating the certificate.
3. The customer authorizes the bank to act in the manner it deems appropriate to achieve mutual interest, including determining suitable investment methods and fields, including authorization and contracting with itself or others.
4. Kuwait Finance House Bank – Egypt S.A.E. invests the entire certificate balance according to the investment Wakala principle.
5. The certificate(s) are nominal and non-transferable or negotiable.
6. The customer cannot redeem the savings certificate based on the investment Wakala contract before six months from the certificate creation date. In case of redemption after this period and before the maturity date, the customer forfeits part of the profit according to the terms specified and agreed upon in the certificate issuance request signed by the customer.
7. The minimum balance required to create any certificate is as specified in the certificate creation request and/or as announced on the bank's website at the time of certificate creation.
8. If the certificate maturity date falls on an official holiday, the principal amount of the certificate and the due return (if any) are added on the next working day if the certificate is not renewed based on the customer's request.
9. The certificate is not renewed at maturity for a similar period unless written instructions from the customer are received at least two working days before the certificate's expiration date. If there are no written renewal instructions from the customer, the certificate value is added to the customer's account mentioned above on its maturity date.
10. Withdrawals from the certificate account by cheques are not allowed, and no ATM card is issued for it.
11. The bank guarantees the principal amount invested in case of proven gross negligence or violation of the agency's terms.
12. In case of granting banking facilities secured by the savings certificate, the line/allocation remains valid in favor of the bank even if its term is extended for one or more periods or if its number, currency, or amount is modified until full repayment. The customer authorizes the bank to renew the secured certificate if the certificate matures and there is still a debt owed to the bank under the granted facility or to liquidate it and use its amount and the realized return to settle the outstanding debt balance and any expenses or commissions related to the savings certificate. This authorization applies to the bank's right to change the collateral certificate's return rate upon renewal after notifying the customer by any recognized communication means, including electronic communication.

#### 4.4 Terms and Conditions for Investment Deposits and Savings Certificates with Prepaid Returns (Under Settlement) Based on Wakala Investment

1. The funds in the investment deposits and savings certificates with prepaid returns are invested "under agency" according to the investment Wakala terms within the bank's general investment pool after the customer's approval of all investment terms before creating the deposit/certificate.
2. The bank informs the customer of the expected profit rates for the deposit/certificate at issuance.

3. The customer authorizes the bank to act in the manner it deems appropriate to achieve mutual interest, including determining suitable investment methods and fields, including authorization and contracting with itself or others.
4. Kuwait Finance House Bank – Egypt S.A.E. invests the entire deposit/certificate balance according to the investment Wakala principle.
5. The amounts paid to the customer in advance are considered an advance payment under settlement according to the period specified in the issuance request based on the product type.
6. If no profits are achieved or the profits realized on the investment deposit or savings certificate are lower, the bank has the right to settle and offset the difference between the advance payment and the actual investment result from the principal amount of the investment deposit/savings certificate.
7. The minimum balance required to create the deposit/certificate is as specified in the issuance request and/or as announced on the bank's website at the time of creating the deposit/certificate.
8. Withdrawals from the deposit/certificate account by cheques are not allowed, and no ATM card is issued for it.
9. The bank guarantees the principal amount invested in case of proven gross negligence or violation of the agency's terms.

#### 5. Terms and Conditions for Issuing and Using Debit Cards

The following terms govern the relationship between the cardholder and the bank, detailing the issuance and usage terms and conditions for the debit card of Kuwait Finance House Bank – Egypt S.A.E.:

##### 1. Definitions:

- A. The Bank: Kuwait Finance House Bank – Egypt S.A.E. and its branches.
- B. The Card: The debit card issued by Kuwait Finance House Bank – Egypt S.A.E., allowing its cardholder to access his/her accounts by way of ATM cash withdrawals and from bank branches from POS machines, or use the card to settle the value of purchases and services to merchants through POS that accept debit cards
- C. Primary Cardholder: The bank customer who signs the product's application and whose account is used for all transactions resulting from the issuance and use of the primary and any supplementary card.
- D. Supplementary Cardholder: The person to whom an additional card is issued based on the primary cardholder's instructions.
- E. Automatic Teller Machine (ATM): Machine operates mechanically and electronically to allow customers to perform banking transactions using the debit card.
- F. Points of Sale (POS): An electronic device allowing customers to purchase goods or services using the debit card.
- G. Card Validity: Five years automatically renewed unless the cardholder notifies the bank in writing of his/her desire not to renew at least fifteen days before the card's expiration.
- H. Personal Identification Number (PIN): The personal identification number used by the cardholder for ATM withdrawals or POS transactions.
- I. The Merchant: The store, company, bank, or entity accepting debit cards for payment of goods or services or cash withdrawals.

- J. Card Daily Withdrawal Limit: The maximum daily limit set by the bank for card usage, subject to change with notification to customers via text messages.
2. The card user undertakes to follow these instructions when using the card through ATMs or POS:
- A. Safe keeping the PIN, obtained upon card receipt or changed via Kuwait Finance House Bank – Egypt S.A.E. ATMs.
  - B. Do not disclose the PIN to any person, including bank employees, or write it on the card or keep it along with the card in one place. If any third party obtains the PIN, it is considered authorization by the cardholder for that person to use the card, without any liability on the bank.
  - C. Sign the back of the card and sign purchase receipts when using the card for purchases. If the cardholder does not sign the receipts or the signature differs from the one on the card, they are still responsible for the amounts deducted from his/her account balance.
3. In case of card loss or stolen, the cardholder hereby undertakes to immediately notify the bank via the hotline 19072 and to confirm with a written request as soon as possible. The cardholder is fully responsible for any transactions made with the lost or stolen card before notifying the bank by phone and submitting the written notification. If the card is found, the cardholder must not use it and return it to the bank for destruction. The bank will refund any amounts/fees deducted after phone notification, provided there is negligence or gross error by the bank. The customer consents to the bank recording all related calls.
4. The primary cardholder must notify the bank of any changes to the information provided in the card issuance application.
5. The card is valid for usage inside and outside Egypt for all purchase transactions or services by using POS accepting debit cards and for all cash withdrawals from ATMs accepting debit cards, within the authorized limits and without any liability on the bank.
6. Cash withdrawals from ATMs are subject to the available currency denominations.
7. Non-compliance with any usage conditions or card misuse results in card suspension and necessary actions to protect the bank's rights, including card cancellation.
8. The bank shall not be responsible for any malfunctions due to power outages or service disruptions beyond the bank's control.
9. Transactions carried out by using the card are subject to the available account balance at the time of use. Exceeding this balance is not permitted, and the bank has the right to take all necessary actions to recover the full debt and any related expenses.
10. All entries made by the bank, whether debits or credits, are correct, and the cardholder has no right to object. The bank has the right to prove these entries of evidence.
11. The ATM automatically suspends the card after three consecutive incorrect PIN attempts or retains the card if not withdrawn from the ATM within the specified time after the transaction.
12. If the requested cash amount is not withdrawn from the ATM within the specified time, the bank is not responsible for recrediting for that transaction until the ATM is audited. The bank may add the full or partial amount or not return it to the card balance based on the audit results, and the cardholder cannot object to any action taken by the bank in this regard.
13. In case there is a dispute regarding some of the recorded transactions or request transaction copies, the following terms and conditions apply:
- The disputed transaction amount must be at least EGP 50.
  - Chargeback fees pertaining to institutions granting card issuance rights, must be paid in advance when disputing transactions.
  - The dispute must be submitted in writing within thirty days of the transaction date

- If the customer is entitled to the disputed amount, it is credited to the card account after the specified period according to the card issuers' procedures, without any objection from the cardholder.
14. The bank shall not be responsible for any disputes between the cardholder and merchants regarding goods or services obtained using the card. The cardholder must resolve disputes directly with merchants without involving the bank. If the merchant credits the refund value using the card, the bank will credit the amount to the card balance upon receiving the refund from the merchant. The cardholder cannot consider their claim against the merchant as a basis for a claim against the bank, and the transaction is settled between the merchant and the cardholder without involving the bank.
  15. When using the card at ATMs or POS for any transactions or banking instructions, the bank's records regarding these transactions are conclusive and binding in all cases. The bank deducts the value of withdrawals and expenses incurred using the card from the available card balance.
  16. The bank shall allow the use of the card for cash withdrawals and purchases of goods or services within the limits set for each transaction, which the bank may change from time to time without prior notice to the cardholder. Customers are notified of these new limits via text messages.
  17. The bank has the right to suspend/terminate the service or cancel/add new services after notifying the customer in writing or by text message at least 15 days in advance, without conflicting with the laws and regulations governing such.
  18. The cardholder has the right to request the cancellation or suspension of the card without affecting their obligation regarding any transactions made with the card before its termination or suspension.
  19. The cardholder is legally responsible to the bank for all transactions carried out by using the card.
  20. In case of any dispute arises between the cardholder and the bank brought before the judiciary, the records, documents, and data recorded on magnetic media are conclusive evidence not subject to rebuttal.
  21. For extra precautions, the bank sets a maximum daily limit for cash withdrawals from the account balance and the number of daily withdrawals. The bank may change this limit from time to time as circumstances require, without any objections from any party. Customers are notified of these new limits via text messages.
  22. Using the card allows access to the account balance. The bank is not responsible for any third party's knowledge of this data, whether this is a result of issuing the card to another person as a supplementary card request, losing the card, or a third party knowing the PIN, until the bank is notified to stop the card.
  23. The bank has the right to notify the cardholder of any amendments by any means it deems appropriate, and these amendments are binding without the cardholder's written consent.
  24. The bank has the right at any time, at its absolute discretion, to assign, transfer, or sell any of its rights under this agreement or any other documents, in whole or in part, to any other party without the cardholder's consent.
  25. The bank has the right to notify any other party of any data related to the cardholder as it deems appropriate.
  26. We hereby acknowledge that all amounts deposited or to be deposited in the card account, whether by us or by an agent, are our own funds, legally owned by us, and are lawful, not derived directly or indirectly from any criminal activity. We commit to updating the information and documents submitted in connection with purchasing the card upon emerging of any reasons necessitates so according to the provisions of Anti Money Laundry law in Egypt

27. The cardholder is prohibited from using the card in transactions that contradict the principles of Islamic Sharia, the law, or public order of the state. The bank reserves the right to find means to automatically prohibit the use of the card in such transactions as much as possible, even without prior notice to the cardholder. The bank has the right to suspend or cancel the card if it deems that the cardholder is misusing it in any way.

#### 6. Terms and Conditions for Electronic Banking Services:

1. Electronic banking services include all transactions performed by the bank's customer through electronic channels that require the use of a personal security token on the customer's personal mobile phone or any fixed or mobile device used by the customer to access the internet or mobile phone.
2. In the event that the customer wishes to benefit from the use of the electronic banking services, the customer agrees - by signing the account opening request - to all the terms set by the bank to benefit from any product listed in the services available to users of this service currently or in the future. The customer is responsible for meeting all technical requirements specified in the service guide before using it and agrees to sign any documents or forms the bank may request for this purpose.
3. The customer is solely responsible for all transactions performed using this service and their consequences and agrees to compensate the bank for any direct or indirect damages that may result from this.
4. The bank reserves the right to change the terms and conditions governing electronic banking services from time to time without bearing any responsibility for errors that may result from service usage, provided that users of these services are notified by appropriate channels.
5. The customer using any of the electronic banking services who wishes to notify the bank to stop or modify these services must submit their request in writing to one of the bank's branches or by contacting the bank's call center.
6. Electronic banking services are subject to the terms and conditions applied by the bank at on all types of accounts. The bank will provide the customer with the details of the internet banking services on the bank's website from time to time.
7. The customer agrees to maintain the confidentiality of any login credentials and passwords and to take all necessary precautions to prevent unauthorized use therefore or access to the electronic website accessible via the internet (the website). The customer agrees to change passwords frequently and to notify the bank immediately in case he/she comes to know or suspect the following:
  - a) Their login credentials and/or password have become known to an unauthorized person.
  - b) There is any unauthorized use or misuse of the website page or service. The bank assumes no responsibility for fraudulent or unauthorized use of the customer's login credentials and/or passwords. The customer understands and agrees that the bank or any of its affiliates or agents will not be responsible for any loss, whether direct or indirect, actual or consequential, expected or unexpected, related to the electronic page service, including but not limited to misuse, errors, omissions, delays, malfunction, breakdowns, interruption, improper operation, or inaccuracy of service operations.
  - c) The unavailability of the internet service or the web page of the service; and/or any loss, damage, or destruction caused to the customer's hardware, software, or any other data processing system resulting from using the system.
  - d) The customer's use of email or any other unsecured communication means sending instructions to the bank.

- e) Any breach of confidentiality resulting from the direct or indirect use of the service or the website.
- f) Any interruption or delay resulting from any update or replacement operation performed on the website.
- g) If the customer provides the bank with any inaccurate or incorrect information, the bank may rely on any instructions it believes to be genuinely received from the customer. The bank is authorized to accept and execute or reject instructions issued by the customer, and the customer agrees to bear all risks resulting from misunderstandings, errors, and risks associated with providing instructions fraudulently and/or by unauthorized parties. The customer agrees that the bank will not be responsible for any loss, liability, or expenses arising from fraud, misuse, and/or error or authorized instructions. The parties have agreed to the following:
1. Services providing:
    - 1.1 The bank has the right to modify the services and their contents available on its website at any time, as well as the terms of this agreement, at its absolute discretion, provided that the customer is notified for at least 15 days in writing or other available communication channels and terms are published on the website.
    - 1.2 The customer declares and agrees that continuing to use the services after any change or modification date constitutes acceptance and agreement to this change or modification.
  2. Customer Responsibilities:
    - 2.1 The customer unconditionally agrees to:
      - a) Obtain and maintain all devices and software necessary to perform transactions through the internet and benefit from the services. The customer shall be solely responsible for selecting and setting up the hardware and software.
      - b) Review the information and comply with the recommendations, instructions, and warnings available on the website regarding service security, including reading security alerts or fraud/social engineering alerts, etc.
      - c) Immediately notify the bank of the loss of their security token or the theft of their password or username. The customer acknowledges full responsibility for all losses and damage resulting from this, including any fees that may be required in this regard.
      - d) Not use the website and/or services in a manner that contradicts the principles of Islamic Sharia, any laws or regulations, and/or the terms of this agreement, and to compensate the bank for any losses resulting from any action due to non-compliance with any instructions stated in this agreement or those published on the website from time to time.
    - 2.2 The use of the customer's security token, log-in name and password is considered as customer's physical signature. The customer hereby agrees that any use of the security token, log-in name, and password by others will be treated by the bank as authorized by the customer, and the customer agrees to bear full responsibility for this use without any liability on the bank.
    - 2.3 The customer is solely responsible for the accuracy and correctness of all information and instructions executed through the website. The customer bears any legal and/or financial consequences resulting from this information or instructions. The bank is not responsible for high-risk financial transactions or activities on their accounts and is not responsible for notifying the customer of any high-risk financial transactions or activities on the customer's accounts.
    - 2.4 The customer acknowledges responsibility for the accuracy and correctness of all information provided in the service forms subject to this agreement and immediately notifies the bank in writing of any changes to the information contained therein.
  3. Kuwait Finance House Bank (Egypt) Responsibilities:

3.1 Kuwait Finance House Bank (Egypt) is responsible for:

- a) Providing the customer with the website infrastructure.
- b) Ensuring the confidentiality of the customer's instructions, transactions, and data to the maximum extent possible, except as otherwise stated in this agreement, related forms, laws, and decisions related to confidentiality disclosure.

#### 4. Transmission of Information:

4.1 The customer acknowledges that information transmitted via the internet is subject to unauthorized interception and hacking and agrees to bear all legal and/or financial risks associated with transmitting this information over the internet.

4.2 The bank bears no responsibility related to the interception of information during the customer's use of the internet to send information. The bank is not responsible for internet access, web speed, availability, or security, and does not provide any guarantees. The customer expressly agrees not to hold the bank responsible for any losses whatsoever of any kind arising from sending information over the internet.

4.3 The customer agrees that all information provided and received by the bank through the website is the bank's property. The bank has the right to use this information for any legal purpose, provided that the customer bears legal and financial responsibility for any inaccurate or insufficient information transmitted through the website.

#### 5. Liability Limits

5.1. The customer undertakes and agrees under this agreement that their use of the services is at their own level of legal and financial responsibility. The customer acknowledges that the website, including any information and materials available on it, is provided "as is" or "as available" without any warranties or representations of any kind. The bank does not guarantee the accuracy, adequacy, or completeness of the information or materials available on the website and is not responsible for any errors or omissions in those materials and information.

5.2 The bank is committed to notifying the customer in advance in case of service interruption for scheduled maintenance to take necessary measures.

5.3. The bank will not be responsible for any action taken, or any delay or failure to take any action arising from reasons beyond the bank's control, including but not limited to any losses or damages resulting from profit rate or exchange rate fluctuations, executing transactions after closing hours, technical failures, internet banking network interruptions, or any other emergencies such as power outages, business disruptions, natural disasters, security incidents, or government actions in emergencies or the emergence of internet viruses.

5.4 The bank will not be responsible under any circumstances for any damage of any kind arising from the use or inability to use the website or any part of it.

5.5 The customer declares and agrees that the bank is not responsible for any errors in information entry by the customer and for immediately notifying the bank if they believe their account security has been compromised in any way.

#### 6. Compensation

6.1 The customer undertakes to compensate the bank for any damage or losses, liabilities, costs, or expenses of any kind (including legal fees) incurred by the bank in connection with any third-party claim resulting from the customer's use of the services or the website, or the customer's violation of this agreement or the rights of any third party.

#### 7. Charges and fees

7.1 The customer expressly agrees to bear the fees for money transfer transactions from one of the customer's accounts to another account and from the customer's

account to accounts with local and international banks via the website as specified in the bank's approved tariff.

7.2 The customer acknowledges and agrees that services fees are subject to modification by the bank at any time with notification to the customer by an appropriate communication method.

7.3 The customer authorizes the bank to deduct any fees, expenses, or costs from their account(s) with the bank. The bank reserves the right to modify any fees, and customers are notified of these modifications via text messages.

## 8. Service Activation

8.1. The customer firstly has to register through Kuwait Finance House Bank's website to benefit from the service.

8.2. After completing the first step, the customer must contact Kuwait Finance House Bank - Egypt's call center at 19072 to activate the service for the first-time subscription

8.3 In case customer requests to stop or reactivate the service, he/she must visit the nearest branch or contact call center at 19072. The customer declares and guarantees under this agreement that the account opening application and service subscription request will be integrated and considered an integral part of this agreement. The customer must immediately notify the bank of any changes to the information provided in the account opening request and the user entry/modification request and password change request.

## 9. Copyright Notices

All copyrights and other intellectual property rights contained in Kuwait Finance House Bank (Egypt)'s website, including but not limited to all designs, texts, audio recordings, images, and links, are owned by the bank. These intellectual properties may not be copied, transferred, stored, imitated, distributed, displayed, licensed, modified, linked electronically, or used in whole or in part in any form without prior written consent from the bank.

## 10. Other Agreements

Any other agreements made between the customer and the bank are considered additional terms and conditions to those published on the bank's website. Any additional agreements and transactions requested by the customer from the bank that apply to the customer's account(s) in this regard.

## 11. Termination

11.1. The customer may terminate this agreement by notifying the bank in writing at least seven (7) working days in advance.

11.2. The bank may terminate this agreement at any time, without cause or notice, without the obligation to refund previously imposed or incurred fees.

11.3 Termination or suspension of services will not affect the customer's responsibility or obligations under this agreement.

## 7. Terms and Conditions for Money Transfers and Payment Instructions

1. The customer agrees that the bank is not responsible for any delay or failure to execute or complete the transfer due to insufficient funds, errors, or omissions in the transfer request details, the imposition of any transfer restrictions, the seizure or confiscation of the amount by authorities or other countries, suspicion of money laundering activities, or any other reasons beyond the bank's control.
2. If the customer bears all correspondent bank fees, the bank may estimate these fees, and the customer must pay any additional fees requested by the correspondent banks.
3. In case of non-transferring the value of the transfer amount, the value to be refunded to the customer will be determined based on the bank's exchange purchase rate applied on the day the cancellation and refund request is made. The customer has no right to claim the transfer amount until returning back the documents issued by the bank and the bank receives a final notice from its correspondents that the transfer amount has not been paid and the original instructions related to it had been canceled.
4. It is agreed that the bank and its correspondents are not liable of any liability for any consequences due to any discrepancies, delays, omissions, telegraphic or technical errors, or errors in transmitting instructions. The customer agrees that the bank and its correspondents bear no responsibility if the payment is delayed to obtain the required confirmations to verify the accuracy of the names and details in the transfer order or payment instructions. The customer undertakes to compensate the bank and its correspondents for any loss resulting from this. In all cases, the bank is not liable for any loss arising from executing this transfer or any error or negligence by a correspondent bank.

## 8. Terms and Conditions for Interactive Voice Response

1. According to this document (and after the bank's approval), the customer is entitled to benefit from this service by signing his/her accounts and performing some banking transactions through it. The customer is solely responsible for all transactions conducted through this service, whether in their accounts or any transfers to other customers' accounts within the bank.
2. It is agreed that the PIN (set by the customer) and all other data enabling the use of this service are the customer's personal responsibility. The customer is responsible for the accuracy of this data, and all transactions conducted through this service are valid and binding, even if another person uses the service.
3. It is known that all transactions are recorded, and the customer agrees to accept the data recorded on magnetic mediums and all data extracted from it as conclusive evidence.
4. The bank has the right to provide any data or account statements to the customer through the registered email with the bank, and the bank is not responsible for any damages that may result thereof.
5. The bank has the right to deduct any administrative or governmental fees such as stamps or taxes, provided that the bank notifies the customer in writing through a text message or the bank's official website. The bank also has the right to make any necessary modifications, maintenance, or updates to this service at any time, provided that the bank notifies the customer in writing or through a message or the bank's official website.
6. The bank is not responsible for any losses or damage that may affect the customer due to service disruption, fraud, or operations breaches unless caused by gross negligence on the bank's part. The bank is not responsible for circumstances beyond its control or due to the customer's misuse of the service.

7. To activate the service, customer must answer the questions listed in the service subscription request form, then contact the phone service center to verify his/her identity and then enter his/her password.
8. Transactions conducted through the electronic phone banking service are executed immediately, and this service is available 24 hours a day.
9. The bank or the customer has the right to suspend or cancel the service at any time after notifying in writing or by text message before stopping the service.

#### 10. Terms and Conditions for Mobile Wallet

##### First: Mechanism of service

- Upon the customer's signing of the service subscription request and fulfilling the other conditions and completing the mobile phone account opening procedures after the bank verifies their identity, the bank will send a text message to the customer confirming the completion of the mobile phone account opening and notifying them of their activation number. This number enables the customer to access their mobile phone account and create a six-digit PIN for transactions on the mobile phone account.
- The customer is personally responsible for keeping the PIN confidential and not disclosing it to anyone. The bank reserves the right to review and approve the customer's signed service subscription request within 24 hours and to fully monitor financial transactions to ensure compliance with the rules issued by the Central Bank, proper use, and prevention of misuse according to Egyptian laws and regulations. The bank will verify that there is no suspicion from the start of the service or at any time during the service period.
- The mobile phone account must be linked to a mobile phone line from any public mobile network in the region, and this line must be in the customer's actual possession.
- The customer has the right to transact on their electronic balance through deposits or withdrawals either through service providers or through the account linked to the wallet.
- The customer has the right to close the mobile phone account at any time and withdraw the cash equivalent to their electronic balance by visiting the nearest branch and requesting cancellation. The bank will close the mobile phone account accordingly.

##### Second: Service Usage:

- The right to use or benefit from the service is limited to the customer alone. The customer is obliged not to allow or enable any other person to use or benefit from it.
- The customer must present proof of identity to service providers according to the Central Bank's rules when conducting withdrawal or deposit transactions.
- No customer is allowed to deposit any amounts into mobile phone accounts in the names of other customers. The bank has the right, at its absolute discretion, to suspend or cancel the service for the customer if they use the service in violation of any of its terms and conditions or any applicable laws and regulations in the region, including but not limited to purchasing any prohibited goods or services according to Egyptian laws.
- The customer must keep their PIN under his/her personal control at all times and is solely responsible for disclosing any information related to him/her or any of their accounts to others.
- Only bank customers can fund the mobile phone account through their account balance using the application installed on their mobile phones. If the mobile phone linked to the customer's account is suspended for any reason, the service will automatically stop without any liability on the bank.

- The customer acknowledges responsibility for all transactions and operations conducted on the mobile phone account through the mobile phone line linked to the mobile phone account and using the PIN. The bank's records and books are conclusive evidence against the customer and everyone.
- The wallet holder agrees to accept transfers and deposits unless objected to within 8 hours of the transfer or deposit being added to the wallet account by contacting bank call center.
- The customer agrees on crediting incoming transfers from abroad to the service account in Egyptian pounds, regardless of the currency.
- The customer acknowledges that he/she is the ultimate beneficiary of the service account and undertakes full responsibility for not accepting or making deposits of unknown or suspicious sources.
- The bank is not responsible for any losses or damages that may occur to the customer due to any error they make, misuse of the service, any malfunction in the service due to their error, insufficient mobile phone account balance, or any other reason the customer may be involved in. The bank is not responsible for any malfunction in the service's account systems or communication networks.
- The customer acknowledges that the bank is not responsible for any costs or burdens that may occur due to any problems, malfunctions, or service interruptions in the mobile phone's internet network.
- The bank is not responsible for any institution's refusal to accept the electronic balance as a payment method, nor for the goods or services obtained by the customer in exchange for that balance. Any complaint from the customer in this regard must be resolved directly with that institution. The bank's role in this regard is limited to adding any amount the customer may recover to the mobile phone account after the bank receives a properly issued addition document from that institution.
- In case the customer phone has been lost or stolen and others conduct any transactions on the customer's account through this phone, the customer is fully responsible to the bank for all consequences resulting of such use. The customer must immediately change his/her PIN and stop its use by contacting the call center.
- The customer undertakes to read warnings and alerts such as security alerts or fraud/social engineering alerts, etc., and accepts that any changes in the terms and conditions displayed electronically are legally binding. The customer must ensure that their mobile phone used for payment transactions is not compromised. If the customer has any complaints regarding the service, they must contact customer service numbers to report the complaint.
- All transactions related to the mobile payment service are conducted within the Arab Republic of Egypt, in local currency, and for Egyptian customers only.

### Third: Fees

- The customer undertakes to pay the subscription fees for the service, the fees for opening an Kuwait Finance House Bank wallet account, annual fees, withdrawal, deposit, and transfer fees, and other additional service fees provided by the service, which will be determined by the bank within the banking service tariff announced by the bank through any of channel announcement from time to time.
- The bank reserves the right to modify any fees from time to time at its absolute discretion. The announcement of the fees by the means deemed appropriate by the bank is considered a valid notification to the customer. The customer's use of the service after the effective date of any fee modification is considered acceptance of the modification without any reservations.
- All instructions issued by the customer and all transactions conducted through the service are binding on the customer and produce all their legal effects against them. The bank undertakes

to activate all transactions and execute all instructions issued by the customer to the bank branch or service provider according to the terms and conditions of this contract through any of the electronic mediums used to provide these services.

- All instructions issued by the customer to the bank through the electronic devices used to provide the service are as if issued directly by the customer. The bank is obligated to execute them and arrange all resulting effects upon receipt and acknowledgment. In return, the customer is responsible to the bank for all consequences resulting from the bank's execution of those instructions.
- The customer irrevocably undertakes to compensate the bank for all losses, claims, damages, costs, and expenses incurred by the bank as a result of executing the customer's instructions, including legal fees and the fees of its lawyers and advisors.

#### Fourth: General conditions Related to the Mobile Wallet

- Each mobile phone line is linked to only one Mobile wallet account.
- The bank is committed to maintaining the confidentiality of all data and information received from the customer in connection with providing the service. The bank also undertakes to maintain the confidentiality of all transactions conducted by the customer through any of the electronic devices used to provide the service. The bank and the customer undertake not to disclose any of the above except in accordance with the applicable laws of the region or in compliance with any binding judgments or orders or according to the terms and conditions of the service.
- The customer agrees that the bank may provide or disclose all or part of the information related to his/her account(s) with the bank to any of its branches and/or agents and/or any entities providing technical or financial services or any establishments contracted by the bank to provide some services related to the service, as authorized by the bank as deemed appropriate and necessary.
- The bank has the right to delegate any other party within the region to carry out some, but not all, of its obligations under the terms and conditions of the service. In this case, the bank remains responsible to the customer for maintaining the confidentiality of all customer data and accounts and is responsible for any error, negligence, or default by the second party.
- The bank or any other party delegated to execute any of its obligations under the terms and conditions of the service has the right to record telephone calls received on the customer service numbers and retain them.
- The bank may terminate the service at any time and reserves the right to modify any terms and/or conditions of the service. Any modification or change becomes effective and binding on the customer after notifying them by any means deemed appropriate by the bank. If the customer does not accept any of these modifications or changes, they must notify the bank of their desire to cancel the service within thirty days of becoming aware of the modification or change, immediately stop conducting any transactions, and submit a request to the bank to close the mobile wallet and make the necessary settlements, including paying any amounts due and recovering any remaining balances in his/her account, following the cancellation procedures.
- The bank is responsible for providing the service appropriately, noting that the bank has the absolute right to determine the time to resume the service, notifying customers in case of service interruption for scheduled maintenance.
- If the bank discovers any action or attempt by the customer that violates or contravenes any applicable laws, the bank has the right to suspend all electronic balances without prejudice to the bank's right to take all legal actions.

- If any customer information or data changes during the contract period and before the data update date, the customer must immediately notify the bank of the change.
- This contract is subject to the laws of the Arab Republic of Egypt to the extent that it does not conflict with the principles of Islamic Sharia as interpreted by the bank's Sharia Fatwa & Supervisory Board. Any dispute arising from the interpretation or execution of its provisions falls under the jurisdiction of the competent courts of various types and degrees.
- The bank has the right to change the maximum withdrawal and payment limits as deemed appropriate and notify the customer by any suitable means of communication.

#### 10. Terms and Conditions for Fax and Email Indemnity Service:

1. The customers authorize the bank to accept any instructions issued by them regarding transactions on their mentioned account via fax and/or email, provided that the fax and/or email message includes customer name, address, fax number, and/or email address, and the fax and/or email message is signed by an authorized person for this account. These instructions have absolute evidentiary value against the customer.
2. The bank may, at its discretion and without any liability towards the customer, refuse to respond to or act on any fax and/or email instructions if the fax or email is inconsistent with the conditions mentioned in the previous paragraph, and/or if the message is truncated, distorted, or unclear in any way, or if the bank has any doubts about the authenticity and reliability of any signature on the fax and/or email, which the bank alone judges.
3. The customer acknowledges that the bank is not obligated to verify or confirm the authenticity of any signature. If there is no apparent discrepancy in the signatures, the bank has the right to act based on the signature. The customer also acknowledges that they will not object if their request is not fulfilled due to a system error caused by any force majeure. The customer undertakes to promptly send the original letter to the bank within seven (7) working days, in case of non-sending the original the bank has the right to stop this service at any time and declares to bear the resulted responsibility and debt consequently.
4. The customer undertakes to indemnify and hold the bank harmless from any costs, claims, damages, losses, lawsuits, actions, and legal expenses and acknowledges their full responsibility for any liabilities that may arise or be incurred by the bank because of accepting and acting on the customer's instructions sent via fax and/or email. The customer also acknowledges that the bank is exempt from any liabilities arising from unintentional breaches of account confidentiality laws.
5. The bank has the right to terminate this agreement at any time without notifying the customer.
6. These terms and conditions are subject to the laws of the Arab Republic of Egypt to the extent that they do not conflict with the principles of Islamic Sharia as interpreted by the bank's Sharia Supervisory Board and Fatwa. Any dispute arising from the interpretation or execution of its provisions falls under the jurisdiction of the competent courts of various types and degrees.

#### 11. General Conditions

1. The customer acknowledges their full responsibility and awareness of all consequences related to all deposit transactions recorded in their mentioned account by any person or entity unless rejected by the customer within thirty days from the date of the account statement that included this entry or from the date of their knowledge of the deposit by any other means.
2. The customer must refer to the bank for any clarifications if they do not understand any of the terms and conditions mentioned above. The bank is not responsible if the customer does not obtain sufficient clarifications before signing.

3. The Arabic text of all terms and conditions mentioned in this document prevails if there is any dispute in interpreting and applying the English text.
4. The customer acknowledges exempting the bank from any liabilities that may arise from this agreement and related transactions to the extent permitted by law and not conflicting with the principles of Islamic Sharia as interpreted by the bank's Sharia Supervisory Board and Fatwa.
5. Any dispute arising in this regard is subject to the laws of the Arab Republic of Egypt to the extent that it does not conflict with the principles and provisions of Islamic Sharia and falls under the jurisdiction of Cairo courts. The customer agrees to the above and acknowledges reading and understanding all the terms and conditions included in this agreement and expressly agrees to comply with them. The customer also confirms that the information provided to the bank under this agreement and signed by them is accurate, correct, and complete.
6. The customer acknowledges that all their current and future deposits with the bank, regardless of the depositor or reason, whether made directly by them or through an agent, are their personal funds, legally owned by them, and are lawful, not resulting from any criminal activity. The customer undertakes to update all their data with the bank upon the bank's first request in accordance with the provisions of the Anti-Money Laundering Law in Egypt.
7. Account statements: The customer's account statements are sent periodically, including all executed transactions recorded in the statements and reviewed by the bank, to the address listed in this request by regular mail or E- statement delivered to the customer or their residence without any liability on the bank and/or by sending an electronic account statement or allowing the customer to view their account through the bank's website
8. Customer reserves his/her rights to submit a complaint about any product or service provided by the bank.
  - ❖ Please refer to the Customer Protection Rights Guide and to the complaint form available on the bank's website and at all branches to get acquainted with their rights in submitting complaints as well as to the related mechanism and tracking progress.