

Mobile Banking and Payment System Terms and Conditions

These Terms and Conditions form the basis of the contract between the Bank and the User as regards to the use by the User of the Bank's mobile banking delivery channel.

1. Definitions

“Accounts” means account/accounts of the User with the Bank, which shall be accessible and operated by the User through the Service

“Agreement” shall mean the Terms and Conditions contained herein

“Alerts” means the customized alert messages sent by the Bank to the User's mobile phone number as provided by the User to the Bank

“Application” means an application filled out by the User requesting the Mobile Banking Service.

“Bank” shall include the Head Office or any other domestic branch of National Bank of Bahrain (NBB)

“Business Day” means a day on which the Bank is open for normal banking operations in the Kingdom of Bahrain

“Customer Security Codes” refers to the Customer's User ID, MPIN, Transaction MPIN and One Time Password (OTP) taken collectively

“Data Connection” shall mean any GPRS, 3G, wired/wireless internet connection, or any other network that permits the User to access the Facility from his Mobile Device

“Device”, “Mobile Device” shall mean a mobile phone, tablet, or any other remote access device that supports access to the NBB Mobile Banking Service

“Financial Transactions” mean all functionalities which involve financial approval

“Functionalities” mean all Financial and Non-Financial Transactions available on NBB Mobile banking service

“Instructions” means the electronic instructions initiated remotely by the User and electronically transmitted via mobile phone to the Bank

“Mobile Banking Service” is service provided by National Bank of Bahrain (NBB), bringing you convenience in your everyday banking needs anytime, anywhere

“Non Financial Transactions” means all the functionalities which do not involve any financial approval such as enquiry, initiation of requests for statement download etc

“User” means an individual, sole proprietorship, Company or other unincorporated organization, that has been authorized by NBB to operate an Account and access and use NBB Mobile Banking Service and that is deemed to have agreed to be bound by these Terms and Conditions by their access of the NBB MBPS and use of the Service

“User ID” means the valid username selected by the User at the time of Registration that allows an authorized User to access the Service when used in conjunction with the MPIN

“MPIN” means the secret alphanumeric code set and maintained by each User, which together with the User ID allows a User to access the Service

“NBB MBPS” means the mobile banking delivery channel launched by National Bank of Bahrain

“One Time Password (OTP)” is a password send to the User on the User's registered mobile device through SMS message

“Phishing” in the context of **“NBB MBPS”** means, sharing of any of the **“User”** personal information like ATM/ Account numbers, PIN/ Passwords etc. by responding to fraudsters counterfeit web link or through email, text/SMS or by any other means.

“Registration” means the process whereby the User accesses Mobile Banking service for the first time , using an activation code and when prompted selects and sets a MPIN of the User's choice. This process will change the User's status to Active and allow the User to log-in and have access to the Mobile Banking Service

“Remittances” mean fund transfers from an Account to any other account maintained with another domestic or International bank.

“Schedule of Charges” means the Bank’s charges and fees for making the Mobile Banking Services available to the User

“Service” means all or any of the Functionalities on the mobile banking delivery channel provided by the National Bank of Bahrain through its downloadable mobile application (the features and functionality of which may be varied by the Bank from time to time) or through the mobile browser that allows the User to enquire, view and conduct transactions on Accounts following Registration and is in addition to and in conjunction with any other normal banking delivery channel such as Branch Banking, Internet Banking, IVR, ATM, etc

“Software” means the mobile banking application (and any enhancements to it) to be downloaded and installed by the User in order to access the Mobile Banking Service, as may be designated for use by the Bank from time to time;

“Transaction MPIN” means the MPIN required for conducting / submitting certain Financial and Non-Financial Transactions which require this MPIN.

2. Mobile Banking Service

2.1 Use of the Mobile Banking Service is permitted only for the Users of NBB (the Bank) who maintain accounts or credit cards with the Bank in the Kingdom of Bahrain and is dependent upon the Bank, at its discretion, allowing access to the User. The Bank reserves the right to require further documentation prior to allowing such access.

2.2 The User recognizes that:

- (a) the Services are provided by the Bank at the User’s risk and responsibility and without prejudice to other terms and conditions which may be applicable to the Service and the User is subject to the terms of this Agreement;
- (b) the Service is available for Users having Batelco, Zain and Viva mobile numbers.
- (c) the User must inform the Bank by contacting NBB Call center on 17214433 if the User wishes to terminate access to and use of the Mobile Banking Service. User must confirm his phone request subsequently in writing. subsequently.

2.3 Upon access to the Service being permitted to the User through the Registration processes, the User has full access to Functionalities comprised therein and, for the purpose of his/her own use and records only, may download his account statement (User initiated) on his mobile device.

2.4 The Bank shall have the right to appoint any mobile service provider or intermediary to provide a part or the whole of the Services and the fees payable to such mobile service provider or intermediary shall be borne by the User as set out in the Schedule of Charges or as made available by the mobile service provider or intermediary from time to time. NBB will not be held responsible or liable for any telecommunication issues, coverage, speed or mobile compatibility

2.5 The User acknowledges that there are separate terms and conditions for many of the functionalities provided under this Service, and that these terms and conditions can be requested from any of the Bank’s branches. The Terms & Conditions for the Service must be read in conjunction with the terms and conditions applicable for individual services/ functionalities provided under this Service. The User agrees to be bound by the terms and conditions of the individual services as well as the Terms & Conditions of this

Service.

- 2.6 Subject to the terms and conditions that apply to each of NBB's products and services, the User hereby authorizes NBB to accept and act upon his electronic instructions, except that NBB may, in its absolute discretion, choose not to act upon any of his instructions and NBB excludes any and all liability in relation to the exercise of this discretion. NBB reserves the right to block or suspend the User's access to the Service if there is any failure or error in relation to the use of his Customer Security Codes, or for any other reason at NBB's discretion. In making an assessment of cases of repeated entry failure, NBB reserves the right to take into account any recent failed attempts to access the User's Account. NBB will normally block access in the event of three consecutive Security Codes entry errors. The number of consecutive Security Code errors allowed before access is blocked can be changed by NBB at its sole discretion. If access to the Service is blocked for any reason, an appropriate message will be displayed for the User's information when he tries to log in. In the event that access to the Service is blocked, the User might be required to present himself in person to NBB whereupon NBB will verify his identity and determine, in NBB's absolute discretion, whether his access to the Service shall be unblocked. This procedure may be changed by NBB at its discretion to protect the interest of the User and NBB

2.7 Access

- 2.7.1 The Service is not directed to, or intended for distribution to or use by, any person or entity who is a citizen or resident of, or located or incorporated in, any jurisdiction where such distribution, publication, availability or use would be contrary to law or regulation or which would subject NBB to any additional registration, authorization or licensing requirement within such jurisdiction.
- 2.7.2 The User must have at least one personal account with NBB. If the User has more than one personal account or other relationship with NBB, NBB, may "link" some or all of the accounts/relationships together with the primary personal account. Accounts, which are "linked" under the Service, will have one common owner and may be used for any transactions.

The User clearly understands that access to the Service by the User will provide access to and capability of transacting with all accounts pertaining to the User's relationship with NBB, using his Login ID and Passwords. As such, the User understands and agrees that using the Service is not based on a single Account that the User holds with NBB, rather, use of the Service is based on the wider relationship the User has with NBB and includes all Accounts that are part of the User's relationship with NBB.

In case of unusual circumstances such as situations where more than one holder have access to an account, if the User for any reason finds that he/she is able, through the Service, to access or transact with any Account which is not pertaining to him/her (the Linked Account), the User undertakes to immediately stop using the Service and cease inquiring on or doing any transaction on the Linked Account and inform the Bank in strict confidence.

The User shall be liable for any transactions done by him on the Linked Account and shall solely assume full liability for any claim against the Bank, damage or loss, financial or otherwise, suffered by the Bank or any other person as a result of the User's unauthorized access to and/or use of the information contained in the Linked Account. The User further undertakes to indemnify and hold the Bank harmless against and from any such claim, damage or loss and agrees that under circumstances where the Linked Account becomes accessible to him for any reason, the Bank may temporarily disable the User's access to

the Service, until corrective action as the Bank may deem necessary is completed.

2.7.3 Any account which is not linked to the User's CID will not be eligible for any facilities offered through the Service, including access to the Service. A personal account that requires two or more signatures to make withdrawals, transfers or transactions may not normally be designated as an eligible account. On request, NBB may at its sole discretion, allow the same.

2.7.4 On the User's request NBB (at its sole discretion) may provide joint access to an online Account to joint account holders. Under such circumstances all online Account holders will be jointly and severally bound hereunder and responsible for compliance with these Terms. Any instructions given by any joint online Account holder will be binding on all other joint online Account holders and NBB will not be responsible for any claim or dispute between the holders. The User further acknowledges that he will be jointly and severally liable for all liabilities and obligations arising due to all access and use of the Service by all Account holders collectively.

2.7.5 The User must not use the Service for any unlawful purposes, including but not limited to any transaction prohibited by any law

2.8 Eligibility for use of the Service

2.8.1 Only existing individual Account holders can access the Service after successfully completing the registration process required by NBB. Such Account holders (excluding Corporate Customers) can access the Service immediately by use of their Customer Security Codes.

3. Transactions

3.1 The User:

- (a) irrevocably authorizes the Bank to accept and act upon instructions for Financial and Non-Financial Transactions given to the Bank and the User will be bound by such instructions. The Bank shall not be bound by or be obliged to take any action on any instruction which does not properly comply with the Bank's procedures and the Bank may reject such non-compliant instruction;
- (b) agrees that all instructions transmitted from the User's mobile phone number or otherwise issued by him/her, though in electronic form, are written documents, and agrees not to dispute or challenge the validity or enforceability of any instruction on the grounds that it is not a written document and hereby waives any such right the User may have. In addition, such instructions are considered original documents and the User agrees not to challenge the admissibility of any instruction on the grounds that it is made in electronic form;
- (c) shall be responsible for all liabilities incurred arising from instructions given by him
- (d) agrees that he will be liable to pay charges for using the Service and/or doing transactions using the Service, in accordance with the Schedule of Charges;
- (e) accepts that a payment request submitted to the Bank cannot be treated as evidence that the Bank has agreed to pay the sum so requested;
- (f) accepts that the cut-off time for a business day is the same as the Banks normal business timings in the Kingdom of Bahrain i.e. from Sunday to Thursday, and

the cut-off times are as stipulated by the Bank for normal business. All requests received after the cut-off time or on a Bank holiday will be deemed to have been received on the following business day;

- (g) agrees that the Bank shall under no circumstances be liable for any loss or damage arising from payment requests submitted to the Bank where the time of receipt of such requests by the Bank does not fall during the normal business timings of the Bank;
- (h) accepts that any transaction will be completed as and when the process is successfully concluded, provided all requirements are met;
- (i) shall ensure sufficient drawing powers in any Account before making transfers. If for any reason an Account becomes overdrawn by use of the Service, the User shall be responsible for immediately making up the deficit by a direct payment or transfer of funds from any other account(s) and payment of relevant charges, as determined solely by the Bank;
- (j) acknowledges that his/her mobile devices are free from viruses, malware and any unauthorized software. The User agrees that he/she shall be fully liable for any loss or damage whatsoever, cost or expenses suffered or incurred by the Bank and the user further agrees that he/she shall also be responsible for all losses incurred by him as result of usage of mobile with viruses, malware and any unauthorized software used by the User. Furthermore, User agrees that he/she will not use software that may capture user IDs, passwords or MPINs. User will also use only compatible mobiles as published by the Bank
- (k) acknowledges all debits arising from the use of the Service and considers that the Banks books, entries and registers shall be final and conclusive evidence of the correctness of any transaction; and
- (l) acknowledges that the Service is dependent on the infrastructure, connectivity and services provided by the mobile service providers and the intermediaries engaged by the Bank. The User accepts that timeliness, accuracy and readability of SMS/alerts/instructions/information depends on factors affecting the mobile service providers and intermediaries. The Bank shall not be liable for non-delivery or delayed delivery of SMS/alerts/instructions/information, payments, error, loss or distortion in transmission of Information and Instructions to/from the User. The User further acknowledges that none of the mobile service providers and the intermediaries engaged by the Bank are the Bank's agents or representatives and there is no cooperation, partnership, joint venture or other relationship between the Bank and any of them.

3.2 The Bank:

- (a) will not act on any instructions via public e-mail nor will the Bank or the User transmit to the other any information of a sensitive nature via public e-mail. In the event that public e-mail system is used by the User the Bank shall in no circumstances be liable for any loss or damage arising from such use;
- (b) shall not be responsible for any payments to any third party arising out of erroneous input or as a result of entering details incorrectly by the User;
- (c) reserves the right to limit the amount and frequency of payments that a User may make by using the Service, without giving any notice to the User. The

Bank further reserves the right to alter/amend/modify the limits as imposed upon without giving any notice to the User.

(d) shall not be obliged to provide the Service or any part of it at all times or during any particular hours and may withdraw, suspend or restrict the Service temporarily at any time. Certain Functionalities are not available through the Service and may not be in the future. In addition, certain Functionalities which are currently available through the Service may be discontinued without giving any notice to the User.

3.3 The Service will be available to the User, only if the User is within the cellular circles of the mobile service providers or in the circles forming part of the roaming network of such mobile service providers.

4. Security

4.1 The Bank undertakes to use reasonable care that MPIN / Transaction MPIN or any other password, authorization and / or activation codes does not become known to any of the Bank's employees or agents. It is the responsibility of the User to set the MPIN at inception and to change it as and when required in order to secure confidentiality and security of the MPIN.

4.2 The User undertakes not to disclose his/her MPIN and/or Transaction MPIN, User id, ATM card Number, ATM PIN, and Account Number to any other person or allow any person access to his mobile device in such a manner that the person may access the Service, whether with or without the User's consent. The User is entirely responsible for ensuring that the MPIN and/or Transaction MPIN is kept secret and the mobile device is not used by anyone other than himself/herself for any fraudulent purpose. In the event of the MPIN and/or Transaction MPIN becoming known to someone other than the User, that person will be treated by the Bank as an authorized user and the Bank shall not be responsible for any loss or damage which may occur as a result of the MPIN and/or Transaction MPIN becoming known to others. If the User knows or suspects that someone else has learned his/her MPIN and/or Transaction MPIN or the User loses, replaces or parts with possession or control of his/her mobile device (or has reason to believe that someone may access his/her Accounts using the Service), the User shall inform the Bank immediately by calling the 24 hour National Bank of Bahrain Call Centre at +97317214433 and instruct the Bank to block the Service (the "Notification").

4.3 Until and unless the User provides the Notification to the bank, all Instructions received by the Bank which are associated with the User's mobile number shall be deemed to have come from the User and the Bank shall be entitled to rely on such instructions, whether they actually originated from the User or not. In addition, the Bank shall not be liable for any loss or claim resulting from the relaying of any information pursuant to the Service to the designated mobile phone number prior to receipt of the Notification. Following receipt of the Notification, the User shall have no further liability provided that he/she has acted in good faith and all reasonable care and diligence in safeguarding the designated mobile phone number and in promptly reporting its loss or theft to the Bank. The User acknowledges that the Bank may not be able to reverse or cancel any transactions received and executed based on instructions received prior to the User's notice to the Bank.

4.4 The User agrees and undertakes to treat the access rights, documentation or any other information related to the Service, as strictly private and confidential at all times. However, the User acknowledges that the Bank may have to send information related to

the Accounts to a mobile service provider or intermediary appointed by the Bank if the Bank deems that such information is necessary to provide the Service to the User.

- 4.5 The User must take all reasonable precautions to prevent the theft, disclosure or unauthorized use of his MPIN and/or Transaction MPIN, User id, ATM card Number, ATM PIN, and Account Number. In particular, he should never write down his Security Codes, and he should immediately destroy any correspondence from NBB notifying him of his Security Codes or relating to his Security Codes. When NBB gives the User the opportunity to change his Security Codes, he should not choose a password which may be easy to guess, such as dates of birth, telephone numbers, common names, serial numbers and serial alphabets etc. It is the responsibility of the User to use pass codes for his/her mobile as a security measure to prevent unauthorized access to or usage of his/her mobile.
- 4.6 For security reasons and for the preservation of confidential information, if the User leaves the logged on mobile device for a certain number of minutes the system will time out and he will be logged out of the Service. To regain access, the User must log on from the beginning and input his Customer Security Codes again.
- 4.7 The User agrees that the Bank will display his User ID on his registered devices for his convenience, after he has registered successfully. Once the User has accessed the Service he must not at any time leave the mobile device unattended from which he was using the Service or let any other person use such terminal before he has completely logged off and exited the Service. The User is responsible for ensuring that he always logs-off the Service at the end of every session. He should ensure that any facility of his phone/browser to save his MPIN and/or Transaction MPIN automatically or prompt him in any way is not enabled when he uses the Service. If the User chooses to use any facility to save his MPIN and/or Transaction MPIN automatically or prompt him in any way, the User shall be solely liable in case of any losses arising from the misuse of his MPIN and/or Transaction MPIN due to this reason.
- 4.8 The Bank will never ask for the User's MPIN, Transaction MPIN, User id, ATM card Number, ATM PIN, and Account Number. through email, text or voice. The User should not divulge or share his MPIN/Transaction MPIN with anyone, including Bank staff through any mode of communication whether e-mail, voice etc. Further user agrees that he will never store the details of MPIN and/or Transaction MPIN, User id, ATM card Number, ATM PIN, and Account Number in the mobile device.
- 4.9 The Bank will never send an email, text or a website link asking the User to enter his Password/Customer Security Codes. The User agrees that he/she will visit the Bank's mobile banking site, where applicable, only by directly typing the webpage address (URL) provided by the Bank in the search box of his browser. The User agrees to download the NBB Mobile Banking application (for iphone, Android, Blackberry etc.) from the respective official store only and not from any other site. The User agrees that he/she shall be solely liable in case of any losses arising from the misuse of his User ID, MPIN and/or Transaction MPIN as a result of Phishing and/or downloading the mobile banking application from non-official sites or by any other fraudulent means.
- 4.10 All technology based devices and methods of electronic authentication for the security and integrity of electronic data and electronic communications transmission and identification of the sender may be subject to change, at the sole discretion of the Bank. The Bank is not obliged to give prior notification to the User for any technological change.

5. Charges for the Service

The Bank reserves the right to debit the Users Account with charges applicable for transactions undertaken by use of the Service. Such charges shall be as per the Schedule of Charges of the Bank. For avoiding any doubt, the User shall be responsible for the payment of charges levied by a mobile service provider or intermediary with respect to sending or receiving of SMS/alerts/instructions/information or for airtime associated with the Service. The Bank may change its policies regarding charges and fees which include charges for using this Service.

6. Combining and Consolidating Accounts

The Bank may, at its absolute discretion, at any time and without giving prior notice to the User, combine or consolidate all or any of the User's Account(s) in or towards the satisfaction of any liabilities to the Bank. For the satisfaction of the User's obligations towards the Bank, the User's accounts with the Bank shall be considered as one account and the Bank may at any time and without notice to the User set off against any loans, debts and any other obligations of the User, any credit balance including salary transfers and all future credits to which the User is entitled on any account of the User or any joint account between the User and any third party with the Bank.

7. User Information

7.1 The User shall inform the Bank immediately in writing of any changes to his details as submitted on any document pertaining to the NBB Mobile banking Service including the details of his designated mobile phone number and the telecommunications company providing or servicing it. The User shall also provide any additional information required by the Bank from time to time for the purpose of making the Service available to the User.

7.2 The User irrevocably authorizes the Bank to (a) disclose or share any information details or data (at the Bank's discretion and for any purpose whatsoever) about the User to Bank personnel, any other member or associate member of the Bank, to the banking Regulatory body or to third parties if instructed by the duly constituted legal authorities in the Kingdom (b) store such details or data at various locations and (c) transfer or subcontract the provision of any part of the Service provided to the User by the Bank to any member of the Bank or any third party in any territory.

8. Mobile Device

The User is solely responsible for ensuring that the Mobile Device and other equipment with which the User or any authorized user accesses and uses the Service are suitable for such use and are functioning properly (including at any time providing sufficient storage for downloading data to hardisk or paper for printouts). The Bank accepts no liability if the User suffers any loss or damage because an item of the User's equipment is unsuitable or not functioning properly.

9. Communication

9.1 The Bank may record and shall keep record of the User's electronic or other written communications for as long as the Bank considers appropriate and as required by the legal and regulatory requirements, which the Bank is subject to. (agree)

9.2 Communications sent by means of the Service, which is accessed and authorized by the User ID and MPIN, shall be treated as satisfying any legal requirement that a communication should be signed and in writing.

9.3 Communications sent by means of the Service shall be deemed to be delivered upon receipt.

10. Transfers & Remittances

In addition to the Terms and Conditions governing the usage of the Service, the following Terms and Conditions shall also apply for transfer and remittances.

10.1. The User shall be entitled, subject to other terms and conditions herein, to issue payment order for execution by the Bank.

10.2. The User shall be responsible for the accuracy of the particulars given in the payment order issued by him and shall be liable to compensate the Bank for any loss arising on account of any error in his payment order.

10.3. The Bank shall not be liable to the User for any incorrect data or amounts entered by the User. The User needs to verify that such data and amounts are valid and as intended prior to proceeding with the transaction or instruction.

10.4. The User shall be bound by any payment order executed by the Bank if the Bank has executed the payment order in good faith and based on authentication of the User's Customer Security Codes.

10.5. The User shall ensure availability of funds in his account properly applicable to the payment order before the execution of the payment order by the Bank. Where however, the Bank executes the payment order without properly applicable funds being available in the User's account the User shall be bound to pay to the Bank the amount debited to his account for which funds transfer was executed by the Bank pursuant to his payment order together with the charges including interest payable to the Bank.

10.6. The User hereby authorises the Bank to debit to his account for any liability incurred by him to the Bank for execution by the Bank of any payment order issued by him.

10.7. Payment of the transferred funds is subject to any Rules and Regulations of the country where payment is to be made, in view of the prevalence of exchange restrictions throughout the world. The liability of the Bank with respect to payment of the transferred funds shall not exceed in any case the extent to which payment is allowed in the currency which the transferred funds are to be made, under any government or other restrictions existing in the place of payment at the time payment instructions are received. Neither the Bank nor its correspondents or agents shall be liable for any delay or loss caused by any Act of any Government or Government Agency as a result or in consequence by any cause whatsoever.

10.8. If, after the Bank has converted an applicant's funds into a different currency, the Bank is for any reason, unable to proceed with a transfer, the Bank shall refund the amount of the cancelled transfer to the applicant and in order to effect the refund, the Bank may convert the funds back into the original currency at the then demand buying rate for the currency in question and may deduct any cost charges, expense and interest.

10.9. Unless, it is otherwise expressly and specifically agreed in writing, the Bank may at its discretion convert into a foreign currency the funds received from the applicant at the exchange rate as determined by the Bank. The Bank's statement in writing that it has effected such conversion and the amount of such conversion shall be conclusive.

10.10. Currency other than that of the country to which the remittance is made shall be payable to the payee in the currency of the said country unless the payee by arrangement with the paying correspondent or Agent obtains payment in some other currency upon paying all charges of the Bank's correspondent or agent in connection herewith and in accordance with terms separately agreed with such correspondent

10.11. The Bank may take customary steps for remittance in according with these terms and conditions. In so doing, the Bank shall be free on behalf of the customer to make use any correspondent, sub-agent or other agency but in no case will the Bank or any of its correspondents or agents be liable for mutilation, interruptions, errors or delay occurring in the

wire, cables or mains, or on the part of any Postal Authority, Telegraph, Cable or Wireless company or any employee of such authority or through other cause. The Bank may send any message relative to this transfer in explicit language, code or cipher.

10.12. The Banks shall not be liable for any errors, negligence, defaults acts or omissions, whether of itself or its employees or of any correspondents, sub-agents, other agents or of their employee or employees.

10.13. The applicable value date is the date applied by the Bank, irrespective of the date of debiting the applicants account.

10.14. In case of payment to be made in full without deductions, any current or subsequent Correspondent Bank charges, fees or commission will be for the applicant's account. The Bank is authorized to recover such charges, fees or commission directly from the applicant's account without prior notification.

10.15. Credit will be based solely on the beneficiary account number information and/or the Person to Person One Time Code used by the User (for Person-to-Person transfers) and the beneficiary name particulars may not be used.

10.16. The User agrees that Remittance & Funds Transfer facility is being availed at the User's own risks including but not limited to misuse of Customer Security Codes, internet fraud, mistakes & errors, User's sharing of Customer Security Codes through email, voice or any other mode, technology risks and the User understands and accepts that the Bank shall not be responsible or liable in respect of the said risks.

10.17. As well as these Terms and Conditions, any transfer shall also be subject to the Bank's standard Terms and Conditions where applicable including those relating to prevention of money laundering

11. Cheque book ordering

The User undertakes to exercise great care in safeguarding cheques and to allow them to be used only by the User for the purpose of withdrawing funds from the User's account with the Bank. In the event of any of these cheques being lost, mislaid or extracted by a third party, the User undertakes to advise the Bank immediately and to hold the Bank free from responsibility should any such cheque be paid by the Bank even though the signature thereon be forged or counterfeited.

The User further agrees that in case the User is unable for any reason to approach the Bank for collecting the cheque book within a maximum period of one month from the date of submitting this application, the Bank will be authorized to send the cheque book by registered mail/courier to the User's address indicated in the Bank's records and debit all costs incurred in respect thereof to the User's account with the Bank.

12. Alterations to Service

The Bank reserves the right to alter any of its procedures concerning access to and use of the Service together with alterations in relation to these Terms and Conditions and the Schedule of Charges.

13. Events of Default

The Bank may, without assuming any liability or responsibility, terminate or suspend access to the Service or parts of it with immediate effect and without giving prior notice to the User:

- 13.1 if the User ceases to maintain an Account or credit cards with the Bank in the Kingdom of Bahrain

- 13.2 if the User's relationship with the Bank or any other banking activity has terminated;
 - 13.3 if the User notifies the Bank of changes in the status of the User which are unacceptable to the Bank;
 - 13.4 if the User breaches this Agreement; or
 - 13.5 if the fees and charges applicable for transactions undertaken by use of the Service remain unpaid for a period of time as determined by the Bank.
 - 13.6 If the User's ATM card is blocked /hot listed.
- 13.1.1 Termination or suspension of access to the Service by the Bank shall be without prejudice to the Bank right to claim compensation for any loss, damages, expenses incurred by the Bank or for any fees or charges payable to the Bank but have not been paid by the User at the time of termination suspension of the Service.

14. Intellectual Property

Copyright of the information provided, and Software licensed, to the User is owned by the Bank. The User may use this information for its own personal reference only. The User may reproduce this information in hard copy solely for his own personal use. The information may not otherwise be reproduced and must not be distributed or transmitted to any other person or incorporated in any way into another document or other material.

The User acknowledges and agrees that the Bank owns all right, title and interest in the NBB MBPS brand name, and nothing in this Agreement confers in the User any right of ownership in the NBB MBPS brand name.

15. Software

The Bank hereby grants to the User a non-exclusive, non-transferable right to use the Software, based upon and subject always to the User's agreement to the following conditions:

The User must not use the Software for any purpose other than to use the Service in accordance with this Agreement;

The User must not download or install the Software into a Mobile Device which he does not own or have exclusive control over;

The User will not permit or enable any person to access the Software, or leave his mobile phone unattended in such a manner as to enable another person to access the Software;

The User must not reproduce, modify or reverse engineer the Software or permit another person to do so;

The User will not permit any person to access any of his Security Codes (MPIN, Transaction MPIN) or activation codes or otherwise enable him/her to download a copy of the Software; and

The Software is made available to the User strictly on an "as is" basis, and no warranty is made in relation to the Software, including any warranty in relation to its merchantability, fitness for purpose, satisfactory quality or compliance with description, and all warranties which may be implied by law or custom are hereby excluded. In addition, the User agrees that the Bank cannot ensure that the Software will be compatible or may be used in conjunction with any mobile phone, and the User agrees that it will not hold the Bank liable for any such incompatibility or

for any loss or damage to any mobile phone which may be caused by the Software or the installation process.

16. Liability

16.1 With the exception of gross negligence and/or willful misconduct committed by the Bank, the User shall be responsible for any damage or loss incurred by the User or by the Bank arising directly or indirectly from the Service (whether such damage or loss is, inter alia, caused by the disclosure of confidential information or the User's data through the designated mobile phone number, telecommunications equipment or other equipment) and the User is fully liable to indemnify and compensate the Bank, their officers, directors, employees, agents against all claims, demands, liabilities, losses, damages, costs and expenses, howsoever caused, resulting from the use of the Service or the User's breach of this Agreement.

16.2 The Bank does not accept any responsibility or liability for enabling the User to link to another web-site, or the contents of any other site, whether one from which the User may have been linked or to which the User may link from the web-site, or any consequence of acting upon the contents of another web-site.

17. Force Majeure

The Bank shall not be liable for any delay or failure of the NBB Mobile Banking Service arising from any cause or causes beyond its control, including (without limitation) an act of God, act of government or regulatory authority, war, fire, flood, explosion, terrorism, riot or civil commotion, or non-availability, non-functioning or malfunctioning, computer viruses, interruption or disruption of utilities, internet service provider(s), or broadcast, telecommunications or other network systems or services.

18. Disclaimers

The Bank shall not be liable for:

- Any unauthorized use of the Functionalities by the User or any fraudulent, duplicate or erroneous transaction instructions given by use of the User's credentials.
- Acting in good faith on any Financial or non-Financial Instructions received by the Bank;
- Error, delay or inability of the Bank to act on all or any of the instructions;
- Loss of any transaction instructions/messages in transmission;
- Unauthorized access by any other person to any Financial or non-Financial Instructions given by the User or breach of confidentiality;
- In the event that the Bank is rendered wholly or partly unable to observe or perform under these Terms and Conditions by reason of causes beyond its control including (but not limited to) equipment, system or transmission link malfunction, failure or sabotage, fire, flood, explosion, acts of elements, acts of God, accidents, epidemics, strikes, lockouts, power blackouts or failure, labor disputes, acts, demands or requirements of any Government or regulator of competent jurisdiction, or by any other causes which it cannot reasonably be expected to avoid, the performance of the Bank's obligations as they are affected by such causes shall be excused for the continuance of such causes. The Bank shall not be liable for any delay, loss, damage or inconvenience whatsoever caused by or arising from or in connection with any one or more of the above-mentioned causes.
- The Bank shall not be liable for any loss or damage that the User may incur due to negligence, act or omission of any third party.
- The User agrees that the Bank has granted the User only a non-exclusive license to use the Software (if any) relating to and in connection with NBB Mobile Banking Services or the Functionalities. This allows the User to use such software only for its intended purposes as provided in this Agreement. The User shall not distribute, disassemble, decompile, copy, modify or reverse engineer any of such Software or allow anyone else to do so. NBB Mobile Banking Services gives the User access to services and information from the Bank, any branch of the Bank which may be presented with a distinctive "look and feel". These services, information and

"look and feel" are the Bank's proprietary property. The User may use such services only for his/her personal, non-business use and may not reproduce, sell or distribute all or any portion of the information provided to him/her by such Services.

19. Waiver

No forbearance, delay or indulgence by the Bank in enforcing the provision of this Agreement shall prejudice or restrict the rights of the Bank nor shall any waiver of its rights in relation to a breach of this Agreement operate as a waiver of any subsequent breach and no right, power or remedy given to or reserved to the Bank under this Agreement is exclusive of any other right, power or remedy available to the Bank and each such right, power or remedy shall be cumulative.

20. Severability

If any provision of this Agreement is held to be ineffective, unenforceable or illegal for any reason, such decision shall not affect the validity or enforceability of any or all of the remaining provisions of this Agreement.

21. Amendments of Terms and Conditions

NBB has absolute right to change, amend, alter, cancel or modify these Terms and Conditions from time to time. The latest updated Terms and Conditions will be available on MBPS. The User must read these Terms and Conditions at regular intervals to ensure that he is familiar with their content.

22. Governing Law

The validity, construction and performance of this Agreement shall be governed by and be interpreted in accordance with the laws of the Kingdom of Bahrain. The Kingdom of Bahrain courts shall have jurisdiction over any dispute arising out of or connected with this Agreement. Nothing in this Agreement shall limit the right of the Bank to commence any legal action in any other jurisdiction.

23. Copyright / Trademark

Apple and the Apple logo are trademarks of Apple Inc., registered in the U.S. and other countries.

iPhone® is a trademark of Apple Inc.

App Store© is a service mark of Apple Inc.

Android™ is a trademark of Google Inc.

Google Play® is a service mark of Google Inc.

Java™ is a trademark of Java Inc.

Windows Mobile© and Windows Market® are trade and service mark of Windows Inc.

The User confirms having read, understood and accepted the above terms and conditions in acknowledgement of which he/she has executed this Agreement.