

NBB INTERNET BANKING TERMS AND CONDITIONS

Please read the following Terms and Conditions carefully. Access to and use of the National Bank of Bahrain B.S.C. (hereafter referred to as NBB) Internet Banking is conditional on your acceptance of these Terms and Conditions. By accessing this Site or any pages thereof, you agree to be bound by these Terms and Conditions, which may change from time to time at NBB's absolute discretion. If you do not agree with these Terms and Conditions you must immediately discontinue access to and use of this website and the services contained therein. You should have legal access to the Internet. The acceptance of the registration form and acknowledgement thereof (on-line or off-line) by NBB does not automatically imply the acceptance of application for NBB Internet Banking. NBB will advise from time to time Internet software such as browsers, which are required to use NBB Internet Banking. There is no obligation on NBB to support all versions of this Internet software.

The Terms and Conditions for NBB Internet Banking operate in conjunction with the Terms and Conditions applicable to all Account(s) held by you with NBB and which you access using this Service

1. Definitions

1.1 In these Terms and Conditions unless the context otherwise requires, the following words shall have the following meanings:

"Account" means any account or accounts held at present or in the future by NBB in the Customer's name or in the name of a person for whom NBB has permitted the Customer to validly act as guardian or attorney, for which NBB Internet Banking is available. For such account/s, the normal terms and conditions for account opening and operation in force at the relevant time apply as they would in normal circumstances. Such normal terms and conditions shall be deemed to have been incorporated into and shall be read and construed along with these Terms and Conditions insofar as is appropriate, including but not limited to savings accounts and current accounts;

"Account Holder" means a customer of NBB who holds accounts with NBB;

"Company" means, for the purposes of these Terms and Conditions, a body corporate, partnership, or other entities defined as such by the applicable law;

"Customer" 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 Internet Banking and that is deemed to have agreed to be bound by these Terms and Conditions by their access of the Site and use of NBB Internet Banking;

"Customer Security Codes" means the Customer's Login ID, Passwords and/or other authentication tools required for access to be granted to NBB Internet Banking;

"Login ID" means the Customer's selected series of letters and numbers to identify a Customer or series of letters and numbers to identify a Customer provided to the Customer by NBB.

"Passwords" means the security code/s comprising of a combination of numbers and letters allocated to the Customer by NBB or selected by the Customer himself for the purpose of NBB Internet Banking authentication and/or authorization of transactions through NBB Internet Banking

References to "we", "us" and "our" as appropriate are references to NBB; and references to "you" and "your" as appropriate are references to the Customer. References to "he", "his", "and himself" in these Terms and Conditions also encompasses the feminine gender without any bias.

"The Service " means **NBB internet banking** services made available at any point in time via the internet to the Customer by NBB in NBB's absolute discretion;

"The Site" means the NBB's internet banking website, domains, sub-domains or any of NBB's other websites / web pages related to or referred by the Service.



2 Access

2.1 This Site and Service are 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.

2.2 The Customer must have at least one personal account with NBB. If the Customer 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 Customer clearly understands that access to the Service by the Customer will provide access to and capability of transacting with **all** accounts pertaining to the Customer's relationship with NBB, using a single Login ID and Password. As such, the Customer understands and agrees that using the Service is not based on a single Account that the Customer holds with NBB. Rather, use of the Service is based on the wider relationship the Customer has with NBB and includes all Accounts that are part of the Customer's relationship with NBB.

In case of unusual circumstances such as situations where more than one holder have access to an account, the Customer, may for any reason find 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 Customer 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 Customer 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 Customer's unauthorized access to and/or use of the information contained in the Linked Account. The Customer 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 Customer's access to the Service, until corrective action as the Bank may deem necessary is completed.

2.2.1 Any account which is not linked to the Customer ID 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.

2.3 On the Customer'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 Customer further acknowledges that he will be jointly and severally liable for all liabilities and obligations arising due to all access and use of the Site by all online Account holders collectively.

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

3 Eligibility for use of the Service

3.1 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.



4 The Site and NBB Internet Banking

- 4.1 NBB does not warrant either the speed, resolution, or the availability of the Site or the Service.
- 4.2 The Customer may access the Site 7 days a week, 24 hours a day. At certain times, the Site and/or the Service may not be available due to systems maintenance, end-of-day processing or reasons beyond NBB's. NBB does not warrant that the Site or the Service will be available at all times.
- 4.3 NBB cannot always carry-out a transaction immediately upon receipt of the Customer's instructions. Some matters may take time to process and certain instructions may only be processed during normal banking hours even though the Service may be accessible outside such hours.
- 4.4 Although NBB takes reasonable precautions in ensuring its software and materials are virus free, NBB cannot guarantee that the materials or software the Customer downloads or uses from the Site are free from viruses or other damaging codes or programs. It is a condition of allowing the Customer to download from the Site that any liability on NBB's part in respect of or arising directly or indirectly from, any virus or other damaging code or program, or howsoever caused, is excluded to the extent permitted by law. Therefore, the Customer should run up-to-date virus checking software as soon as he downloads any materials or before installing any software.
- 4.5 When the Customer accesses the Site and uses the Service he must ensure all the information he inputs is accurate and truthful and the Customer agrees that he shall not access the Site or use the Service for any illegal or improper purposes.
- 4.6 Subject to the terms and conditions that apply to each of NBB's products and services, the Customer 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 Customer'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 Customer'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 Customer's information when he tries to log in. In the event that access to the Service is blocked, the Customer 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 Customer and NBB
- 4.7 Any instructions given to NBB through use of the Customer's Security Codes will be deemed to be validly and legally given by the Customer and NBB will be entitled to assume that the referred instructions are genuinely given by him and he will indemnify NBB and keep NBB harmless for acting on such instructions.
- 4.8 Subject to the terms and conditions of each of NBB's products and services, NBB reserves the right to decline to operate the relevant Account, to refuse a deposit or to terminate the relevant Account. Nothing on this Site shall be construed as a legal offer to the Customer to operate any Account or to use the Service in relation to any Account that the Customer currently operates or intends to apply to operate.
- 4.9 No written advice or confirmation will be made and issued by NBB for any transaction conducted through the Service although such transactions will be recorded in a statement of account as issued by NBB periodically or as provided to the Customer on his request.

- 4.10 If the Customer encounters any difficulties accessing or using the Site, he should telephone our Call Center for assistance on 17214433 (during normal banking hours only).
- 4.11 Any compromise of the Customer Security Codes by the Customer will not in any way subject NBB to any liability or accountability. The Customer will remain solely liable for any losses incurred due to compromise of the Customer Security Codes by the Customer.

5 Security

- 5.1 The Customer may only access the Service by entering his Customer Security Codes as and when prompted to do so on the Site. The Customer must not allow anyone else to use the Service on his behalf.
- 5.2 The Customer must take all reasonable precautions to prevent the theft, disclosure or unauthorized use of his Customer Security Codes. 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 Customer the opportunity to change his Security Codes, he should not choose a number which may be easy to guess, such as dates of birth, telephone numbers etc.
- 5.3 Once the Customer has accessed the Service he must not at any time leave the internet terminal 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 Site. The Customer is responsible for ensuring that he always logs-off the Site at the end of every session. He should ensure that any facility of his internet browser to save his Passwords/Customer Security Codes automatically or prompt him in any way is not enabled when he uses the Service. If the Customer chooses to use any facility in his internet browser to save his Password/Customer Security Codes automatically or prompt him in any way, the Customer shall be solely liable in case of any losses arising from the misuse of his Passwords / Customer Security Codes due to this reason.
- 5.4 The Customer must inform NBB immediately by either telephoning NBB's Call Center on 17214433 (or such other number as may be published from time to time) if he becomes aware of any unauthorized access to his Account or of the loss or theft of a record of any of his Customer Security Codes or if he suspects that any of his Customer Security Codes have become known to someone else.
- 5.5 The Customer should check his Account records carefully and immediately inform NBB as soon as he becomes aware of any transactions that he thinks are incorrect or are transactions that he did not authorize, or he thinks were made by someone else without his permission, or if he becomes aware of any abnormal delays in processing his transactions.
- 5.6 NBB will take such reasonable precautions as may be necessary to ensure that information concerning the Customer's Account used in relation to the Service will remain confidential and protected from unauthorized access but NBB will not otherwise be liable for any unauthorized access by any means to that information. In the event the Customer suffers losses as a result of unauthorized access to his Account or use of his Customer Security Codes he may be liable for all losses that he incurs as a result or any losses suffered or incurred by NBB.
- 5.7 For the Customer's protection, NBB reserves the right to refuse access and/or block his Account if:
 - 5.7.1 Incorrect Customer Security Codes are used cumulatively for the Service more than a specific number consecutive times defined by NBB to attempt to access the Service;
 - 5.7.2 NBB suspects an unauthorized person is attempting or has attempted to access the Service.



- 5.8 It is recommended that for safety reasons the Customer changes his password every 6 weeks.
- 5.9 For security reasons and for the preservation of confidential information, if the Customer leaves the logged on terminal for a certain number of minutes the system will time out and he will be locked out of the Service. To regain access, the Customer must log on from the beginning and input his Customer Security Codes again.
- 5.10 NBB will never ask for the Customer's Password/s through email or voice. The Customer should not divulge or share his Passwords with anyone. Customers will be liable for all transactions done through the Service using the Passwords / Customer Security Codes.
- 5.10.1 The Bank will never contact Customers by phone OR EMAILS to ask for confidential and sensitive information such as the Customer's Security Codes and Password.

The Customer agrees not to visit the Site by clicking any hyper-link that he may receive through e-mail messages. Passwords and Customer Security Codes should be entered ONLY after the Customer has successfully logged on to the secure Site directly by typing in the correct website address (or URL) for the Site in the address bar of his browser or by clicking on the link provided in the Bank's website (www.nbbonline.com). Failure by the Customer to abide by the security instruction provided herein might result in the Customer suffering loss or damage and the Bank shall under no circumstances assume any responsibility of such loss or damage.

6 Use and Disclosure of Personal and Company Information

- 6.1 The Customer agrees that NBB may hold and/or process by computer or otherwise any personal or Company information provided by him and he further agrees that personal and Company information may be used by NBB in providing or improving the Service or to respond to his queries.
- 6.2 The Customer agrees that NBB can use personal and Company information as follows:
- 6.2.1 For assessment and statistical analysis for NBB's business;
- 6.2.2 To identify products and services which may be of interest to the Customer and which may be offered by message, telephone or other means of communications, by NBB, its associates or any other carefully selected organisation or company.
- 6.3 NBB may not disclose personal or Company information except:
- 6.3.1 To its trusted agents, insurers and sub-contractors who have agreed to keep the Customer's personal information strictly confidential;
- 6.3.2 To credit reference agencies including full information about any Accounts;
- 6.3.3 To linked suppliers to the extent that they need the Customer's personal information to provide their services to him and/or for the purposes set out in clause 7.2;
- 6.3.4 For debt tracing or fraud prevention;
- 6.3.5 To any person to whom NBB assigns or transfer its rights and/or obligations; and
- 6.3.6 If required or compelled to do so by law, Central Bank directives or ordered to do so by a court of competent jurisdiction.
- 6.4 Although NBB takes reasonable care to ensure the security of the Service and the confidentiality of the data stored and used by it, it cannot guarantee the privacy or confidentiality of any information relating to the Customer passing over the internet.



- 6.5 NBB may store some information on the Customer's own hard disk (a "cookie"). This helps NBB to match the Service to the Customer's preferences. The Customer can choose to accept or delete cookies. Deleting them may mean the Service does not work properly.

7 Lost or stolen username and password

7.1 Lost or stolen username and password

If the Customer suspects or discovers that their Login ID and Password have become known by any 3rd party, they must immediately inform NBB by calling the Call Centre on 17214433, who will suspend the Customer's Online Account and make arrangements for the Customer to select a new Login ID and Password.

- 7.2 NBB will not be liable for any unauthorized transactions that take place before the Customer has notified NBB of his lost or stolen Login ID and/or Passwords and/or Customer Security Codes. Once NBB has been notified of the lost or stolen Login ID and/or Passwords and/or Customer Security Codes and has had reasonable time to block access to the Service, Customer will not be liable for any further unauthorized transactions unless NBB can show the Customer has acted fraudulently.

8 Fees and Charges

- 8.1 Subject to the terms and conditions of NBB's products and services, NBB's standard fees and charges may be applied in respect of the Service, at NBB's sole discretion. NBB may alter its fees and charges from time to time. The Customer will be notified of any such changes.
- 8.2 The Customer hereby irrevocably authorizes NBB to debit his account for any fees or charges that are applicable from time to time for using the facilities offered by the Service. NBB reserves the right to charge a fee for all or certain services provided through the Service. The Customer will at all times be responsible for his own costs of accessing this Site.

9 Copyrights, Trademarks and Copying Materials on this Site

- 9.1 NBB and/or its trusted partners own, or are licensed in relation to all intellectual property on this Site and all rights are reserved.
- 9.2 The Customer may only print, copy, download or temporarily store extracts from the Site for his personal information when he accesses this Site and uses the Service to operate his Account. Any use of this Site other than in accordance with these Terms and Conditions is not permitted.

10 Information

- 10.1 The information provided on the Site is provided for the Customer's information and general use only. NBB disclaims all express or implied representations or warranties that this Site is accurate, free from errors, complete, up to date or that the products or services available through the Site are suitable for the Customer and the Site is subject to change and update by NBB from time to time without notification to the Customer. NBB shall not be liable for any loss or damage howsoever caused arising as a result of use of, or reliance on, any information, whether provided by NBB or third parties (including anything linked to this Site), whether authorized or not, to the maximum extent permitted by the applicable law.
- 10.2 Nothing on this Site should be construed as an advertisement or solicitation for any products or services or their use, which is not authorized, by the applicable laws and regulations of the Customer's place of citizenship, domicile, incorporation or residence.



11 Links to other Websites

- 11.1 The provision by NBB of a link to another website does not constitute any authorization by NBB for the Customer to access material held at that location, nor is it evidence of any endorsement by NBB of the material held there. NBB accepts no responsibility or liability in relation to the Customer's access and use of such websites, as these are beyond NBB's control.

12 General Indemnity

- 12.1 The Customer agrees and undertakes to indemnify NBB (and its agents) and hold NBB harmless against all reasonable costs and expenses, damages, liabilities and losses which NBB (or its agents) may suffer or incur directly or indirectly as a result, or in connection with, or arising out of this Site, or these Terms and Conditions or the Service or any transaction effected on the Customer's instructions and against any claims which may be made against NBB in the performance of its powers or duties (including in any such case any costs of enforcing the same), to the extent allowable by law.

NBB shall be irrevocably authorized by the Customer to accept and act upon instructions given by the Customer where the security identifiers appear to have been validly used, including debits or credits to the Customer's account with all such transaction instructions, or carry out any service requested without further authority from the Customer.

13 Liability

- 13.1 The Customer understands and agrees that the sending of personal information via email and over the Internet may not be secure and can be intercepted by third parties or incorrectly delivered. NBB will not be responsible or held liable for any losses suffered as a result of information intercepted en-route to NBB or undelivered nor shall NBB by reason of providing the Service be liable to the Customer for any negligence, breach of contract, misrepresentation, or otherwise for any loss howsoever caused including any loss whether direct, incidental, consequential, and irrespective of whether any claim is based on the loss of revenue, investment, production, good will, profit, interruption of business by reason of but not limited to any loss of data, interruption or failure from the Customer's part to use or access the Service due to any reason or cause beyond NBB's reasonable control.
- 13.2 Subject to the terms and conditions of NBB's other products and services, NBB shall not be liable for any loss resulting from any act or omission made under or in relation to or in connection with this Site or these Terms and Conditions or by the Service.
- 13.3 NBB shall not be liable to the Customer for any delay in performance, erroneous performance, delay in response or for the non-performance of any of the obligations under these Terms and Conditions by reason of any cause beyond NBB's reasonable control, including but not limited to any downtime, unavailability, failure, malfunction, distortion, hacking or interruption of the Site, or for any losses caused by the occurrence of any contingency beyond NBB's reasonable control.
- 13.4 NBB shall not be liable for any losses or delays in the transmission of instructions caused by any other person, including, without limitation, any Internet Service Provider, or by any software failure.
- 13.5 NBB shall not be liable to the Customer for any incorrect data or amounts entered by the Customer. The Customer needs to verify that such data and amounts are valid and as intended prior to proceeding with the transaction or instruction.

14 Amendments of Terms and Conditions

- 14.1 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 the Site. The Customer must read these Terms and Conditions at regular intervals to ensure that he is familiar with their content.

15 Severability

- 15.1 If any provision of these Terms and Conditions is void or unenforceable, such ineffectiveness or unenforceability shall not affect the validity or enforceability of any other provision.

16 Waiver

- 16.1 NBB may waive any term or provision of these Terms and Conditions at any time or from time to time at its sole discretion, but any such waiver shall not be deemed a waiver of such term or provision in the future.

17 Contacting each other

- 17.1 The Customer may contact NBB by post, telephone, or messages from the Site as directed by NBB, and subject to changes he may be informed of from time to time. NBB will contact the Customer using the latest details he has given NBB. The Customer shall inform NBB immediately if his name, address, telephone, e-mail or any other details change. If he does not do this NBB may charge the Customer any expenses it may incur in tracing him and NBB cannot be held responsible for undelivered personal information sent using his old contact details or any loss or damage suffered as a result thereof.
- 17.2 If the Customer sends NBB a message as permitted by the Site, he is responsible for ensuring that it reaches NBB and he accepts the risk of the message being undelivered or delivered late. No communication, instruction, offer or acceptance of an offer will have any effect whatsoever until such time as it is received by NBB.
- 17.3 Any message from the Customer received by NBB from the Site will not be treated as instructions or transaction requests to be processed by NBB.

18 Notices

- 18.1 All notices that NBB requires to be sent to the Customer in relation to the Service and the terms and conditions of our other products and services may be sent in writing or electronically via email. All such notices will be deemed to have been received by the Customer:
- 18.1.1 In the case of posting, 5 days from dispatch to the last postal address provided by the Customer; and
- 18.1.2 In the case of notification by email, 1 day from dispatch of the email.

19 Termination

- 19.1 Subject to the terms and conditions of NBB's other products and services, each party shall have the right at all times by giving not less than 15 days' prior written notice to the other to terminate these Terms and Conditions. In addition to any blocking or suspension of access under clauses 5 or 6, NBB may terminate access to the Service immediately and without notice should NBB become aware of, suspect, or anticipate the Customer's breach of any of these Terms and Conditions or of the terms and conditions that apply to any of his Accounts, transactions or activities.
- 19.2 Termination shall be without prejudice to all accrued rights and remedies under these Terms and Conditions.



20 Assignment

20.1 The Customer shall not assign or transfer his rights or obligations under these Terms and Conditions to any third party.

21 Records

21.1 The Customer agrees that NBB's records, unless shown to be wrong, will be evidence of his dealings with NBB in connection with the Service.

22 Governing Law, Submission to Jurisdiction

22.1 These terms and conditions are governed by and will be construed in accordance with Bahrain Law. When the Customer uses this Service he accepts that his use of this Service and any information on the site of the Service will be governed by the Laws of Bahrain and the Customer submits to the non-exclusive jurisdiction of the competent courts of Bahrain.