

Branch: Date:

# Manual Of

# **General And Special Terms For Dealing**

# With The Accounts

# And

# **The Banking And Electronic Services**



### Manual of General and Special Terms for Dealing with the Accounts and the Banking and Electronic Services

I approve the validity of the conditions and provisions set forth below in respect of any account/ accounts, whether they were previously opened or which you may open in the future at my request and in respect of any Bank services provided to me by the Bank, even if it is opened in my name, when I obtain any facilities, loans or Bank services of various kinds and nominations in so far as they do not conflict with the contracts/ special and general conditions of such it is contracts or services.

### **Definitions**:

- Bank: Arab Bank plc including all its branches in the Kingdom of Bahrain or abroad.
- Customer: A natural or legal person. A singular comprises dual and plural as well.
- Working day: It is the day on which the Bank is open and provides its services.
- Account No.: It is the number which a customer must use with all its components, in dealing with the account. This number consists of an identifying unified number of the customer, the branch and the type of account.
- International Bank Account Number (IBAN): It is the number which a customer must use locally and internationally for payment orders or transfers to a beneficiary who maintains bank account in the Kingdom of Bahrain or in a country which applied the IBAN and made the use of it mandatory. The IBAN consists of the country code, check digits, bank identifier code and the core bank account number.

**The Bahraini Personal Data Protection Law:** Law No. (30) of 2018 and its updates, with respect to personal data protection. The Law aims to protect the rights and freedoms of individuals and their personal data, by establishing a legal framework that defines the methods and means of processing data in a way that gives individuals confidence in all matters concerning their data handled by companies and organizations, and to be managed in an accurate, up-to-date and secure manner.

### The General Terms To Which All Accounts Are Subject

- 1- The Bank shall have the right, without recourse to the customer, to debit any of the customer's accounts for all expenses, fees, interest, commissions, taxes and stamps which it bears or pays on behalf of the customer or which results from any transactions between the Bank and the customer.
- 2- The customer approves any deposit made to his account by a third party, whether such deposition is in cash, commercial papers or inward transfers subject to agreement by the Bank to accept such deposits.
- 3- The instructions or requests directed to the Bank by the customer shall be clear using a printed writing or by a clear hand writing, without vagueness and free of any crossing out or writing between lines. The Bank will bear no responsibility in the case of the non-execution of any instructions or requests in violation of this condition.
- 4- The Bank shall not be responsible for paying the value of any commercial papers if it lacked any compulsory component as long as it was issued in the form of payment order and / or instructions.
- 5- If the account is a checking account, the customer shall exclusively draw cheques using the Bank forms or which were prepared in agreement with the Bank. The Bank will bear no responsibility toward the customer in the case the customer violated this condition, if the Bank does not honor them or if it pays then.
- 6- The customer will be responsible for maintaining his cheque book, and shall inform the Bank in writing as soon as he knows that it is lost, stolen falsified or distorted stating the circumstances surrounding this, otherwise the Bank will not be responsible to the customer for any obligation.
- 7- The objection by the customer to the satisfaction of any cheques drawn on his account will not be acceptable unless the Bank is informed in writing of such objection before the cheques are cashed or are debited to the account of the beneficiary.
- 8- In cases where the customer's account is eligible for dealing by payment orders or transfer from the account, the request by the customer from the Bank to cancel any instructions related to any payment order or transfer in favor of a third party will not be acceptable after the sum is paid or credited to the account of the beneficiary or if he accepts it.



- 9- The Bank may refrain from executing a payment order or a transfer which it receives indirectly (other than from the account holder in person) if it doubts that it is untrue. The Bank may request a confirmation that it was issued by the account holder with any means it may deem fit without any responsibility of the Bank for any delay or non-execution.
- 10- Payment orders and outward transfers' requests must state the sum, beneficiary's account number or IBAN, beneficiary's name and address and any other details requested by the Bank. The Bank will not be responsible for not honoring them if they are in violation of this condition.
- 11- The Bank shall not be responsible for the non-actual collection of commercial papers which the customer deposits in his account for collection. The Bank shall satisfy its obligation when commercial papers are presented for payment even if not honored. In case such commercial papers are not honored, the customer shall revert to the Bank to receive them. The Bank shall not be responsible to the customer for any loss, waste, damage or delay except in the case of fraud or willful gross mistake of any commercial papers without prejudice to the Bank's right of returning it back by ordinary or registered mail at the discretion of the Bank.
- 12- The endorsement by the customer of commercial papers for deposition in his debit accounts is a regular endorsement unless stated explicitly that the sum is for collection. The account number of the customer opposite the endorsement is not a presumption that the endorsement is for delegation/ collection.
- 13- If the Bank credits/ pays the sum of any commercial papers including the papers purchased to be credited to the customer's account or for deposition for collection it shall be considered unconfirmed entry/ payment and conditional upon the actual collection of the sum. The customer acknowledges that the applicable laws and regulations in some countries permit reversing the sum entry after a period of time which vary from one country to another. In this case the customer's obligation toward the Bank continues to exist to return the sum to the Bank together with any interest which may accrue at the rate due on Bank loans and facilities, whichever is more suitable to the Bank in addition to any expenses which may be borne by the Bank.
- 14- The Bank shall not be responsible for the actions of any correspondent Banks, agents or brokers whose assistance is sought by the Bank or with whom the Bank deals in the course of executing any transaction made or requested by the customer and results in such dealing. Further the Bank will not be responsible for returning the original copy of any paper or documents which may be held by official authorities or institutions with whom the Bank deals as long as they are held for reasons beyond the control of the Bank.
- 15- The customer will be fully responsible for any actions or restrictions which might be imposed by official authorities domestically or overseas on his accounts or on any of the Bank transactions carried out by him.
- 16- The Bank has the right to provide its banking services through and/or using electronic servers and/or technical assistance from its Head Office, branches, affiliates, subsidiaries, and/or from any other third party inside or outside the country. The Customer, accordingly, agrees and consents beforehand to the Bank's transmissions of the Customer financial and non-financial data and information, in any type or format, as well as access to the Bank's systems, to any of the parties mentioned above, without being in breach of any of its obligations toward the Customer, especially those related to bank secrecy.
- 17- The Customer authorizes the Bank to exchange information and/or documents and/or invoices with other financial institutions involved in the processing of the Customer transactions to satisfy applicable laws, regulations, or international standards on combating financial crimes. Furthermore, the Customer authorizes the Bank to disclose any information related to Customer's accounts and/or transactions to the home regulatory body of the Bank's parent company (i.e. Central Bank of Jordan). In such cases the Bank shall not be considered in breach of any of its obligations toward the Customer, especially those related to bank secrecy.
- 18- The Bank has the right to assign and/or centralize the contact center services to the contact center located at the Bank's parent company Jordan or to any other third party that the Bank deal with in executing such services (i.e. transactions, requests, complaints, etc.), including the activation of such services, and the Customer, accordingly, agrees and consents beforehand to the Bank's transmissions of



the Customer financial and non-financial data to the parties mentioned above without being in breach of any of its obligations towards the Customer especially those related to bank secrecy.

- 19- Any power of attorney or authorization whether general or specific issued or might be issued by the customer whether before or after opening the account, and would entitle the attorney or the authorized party to dispose of the customer's account, will remain in effect until the customer informs the Bank in writing to the contrary.
- 20- The Bank may, without obligation on its part, adopt any authorization or power of attorney whose authenticity is countersigned by the official authorities of any country or corresponding Bank, even if the customer's signature is not identical to the form of signature kept by the Bank.
- 21- The accounts of individual institutions owned by natural persons shall have the same status as the accounts which are kept in the names of the owners of such accounts. The power of attorney or authorization issued by the owners of such institutions shall be effective for dealing with their personal accounts and the accounts of their institutions.
- 22- If the customer is a debtor or a guarantor of any obligations for whatever reasons including the issuance, of a discounted or guaranteed or written promissory notes, or the issuance of letters of guarantees and commercial papers purchased or any other obligations including those which may arise from crediting any sum by mistake in the customer's account or for the purpose of enhancing the securities and insurances made in favor of the Bank, the Bank shall have the right to take all or any of the actions set out below despite the difference of the currency of such accounts and obligations:
  - A. To make consensual clearing between the customer's accounts balances currently existing or which will be opened in the future and the financial dues of the Bank.
  - B. To consolidate all or some of the customer's accounts into one account and make transferring from one account to another.
  - C. To transfer any funds or balances of the customer to a collateral account in the name of the Bank as a security of any debt which is due or may be due.
- 23- In the case the customer accepts dealing by way of telex, fax, telephone or e-mail the risks of such dealing will be fully borne by him. The Bank will not be responsible for any damage to the customer as long as it executes the instructions sent to it through the said means. Special terms and conditions of payment orders and transfers shall apply in any of the said means.
- 24- The customer's dealing with the account/ accounts by way of plastic/ electronic cards or the telephone or internet services or any services of the kind is his own option. He is aware that such dealing involves such risks as may arise from his default or negligence to maintain such cards, secret numbers (PIN) or any breakthrough by others of nets and information systems. He accepts such dealing and bears the risk which may arise from it, and he shall release the Bank from any obligation which may arise from such dealing. Further, the customer shall be liable to maintain the cards and secret numbers which he may receive from the Bank.
- 25- The customer shall inform the Bank in writing at once in the case of losing such cards or information or other number relevant to the dealing or becomes known to others. The Bank will not be responsible also for any damage to the customer as long as it is beyond the control of the Bank until the time when the Bank is able to suspend the service pursuant to the notice which was received from the customer.
- 26- The Bank may, in the cases it estimates that there is doubt or suspicion of the authenticity of the transactions carried out by the customer by the use of the cards, the telephone, internet or any other means of dealing, suspend the services it provides to the customer without prior notice and without any responsibility on the part of the Bank.
- 27- The Bank shall suspend any of the services it renders to the customer permanently or temporarily without any responsibility if it receives a notice by any means of communication attributable to the customer in which he asks for the suspension of the service. The Bank may also accept such notice from the attorney or the person authorized by the customer even if the power of attorney or the authorization is general.
- 28- If any of the customer's accounts becomes debit or overdrawn in favor of the Bank without prior agreement for any reason, this will result in a debit interest on the daily balance to be computed on the



basis of the maximum limit of the consensual indebted interest rate of loans and facilities in overdraft whichever is better for the Bank.

- 29- The Bank may overdraw any of the customer's accounts at its own discretion. The overdrawing of the account is not considered as an acquired right of the customer, but it is by way of facilitation and easement by the Bank. The customer is bound to cover the value of the overdrawing within one month after the overdrawing of the accounts at the most in addition to any interest and commission which the Bank charges on loans and facilities whichever is better for the Bank.
- 30- The customer acknowledges and agrees to the following: -
  - A. The photocopies kept or extracted from the means of modern technique, the computer, ATM and email with the Bank has the legal force of the original in proof. The photocopies and extracts provided by the Bank shall be in any dispute an acceptable evidence and binding on the customer. The Bank will not be bound to present the original. The customer will waive his right to deny any writing, signature attributable to him or demand the Bank to produce and/ or present the original documents after the lapse of five years of the execution of any of the documents related to the transactions made on the accounts such as drawing, deposition and the like.
  - B. The Bank accounts and records will be an acceptable evidence to prove the transactions and balances which have been made/ or made on the accounts. It is sufficient for the Bank for this purpose to provide a statement of account extracts from the computer or any other available means of dealing.
  - C. The statements of accounts are sent to the customer by available means periodically on the dates specified by the Bank. In the case the customer objects to the statements, he must hand over to the Bank a written notice explaining his objections within fifteen days from the date of sending the said statements; otherwise the customer acknowledges the truth of the statements.
  - D. In the case the customer requests any additional account statements or wants to obtain any extracts he shall be bound to pay the expenses specified by the Bank.
  - E. The Bank's records will be acceptable to the customer and considered as binding and conclusive evidence which may not be objected to or challenged by him.
- 31- The customer acknowledges that, the Bank will not pay him any interest on the accounts/ credit balances unless this is agreed upon with the Bank or if the Bank's instructions and policies permit payment of interest on such accounts. The rates of interest relating to deposit accounts is subject to increase and decrease without the need of a prior notice depending on the interest rates prevailing on the banking market or the factors affecting the interest price as determined by the Bank from time to time
- 32- If the customer requests/ agrees that his accounts or any of them be replenished from one another or from specific accounts or that some account/ accounts belonging to others be replenished from his own accounts or any one of them, such authorization will remain in force and applied until the Bank receives a written notice from the customer to the contrary provided that the third party should agree if the cancellation of instructions is subject to his consent.
- 33- The Bank shall, without a request from the customer, replenish the customer's account from one another with a view to facilitating any withdrawals made by the customer whether directly or by any of the means of dealing with accounts including the cards and services.
- 34- If the customer requests transfers between his accounts or to a third party's accounts, he shall authorize the Bank to carry out the transfer at the price prevailing at the Bank upon the transfer if the currency of the account from which the transfer is made is different from the currency of the account to which the transfer is made, and to debit any expenses or commissions due to the account from which the transfer is made without any responsibility on the part of the Bank.
- 35- If the customer authorizes the Bank to settle the value of any services or obligations due from him in favor of any institution or person, he may not cancel such authorization except by a written notice to be delivered to the Bank or with the consent of the beneficiary if the cancellation is subject to his consent.
- 36- The Bank will debit any of the customer's accounts with the sums which the Bank settles and any interests, commissions or expenses which may be due.
- 37- In the case the customer requests to draw large amounts of money in local or foreign currency, the Bank will have the right to suspend the execution of the customer's request until the time specified by the Bank.



- 38- If a dispute arises between the customers, the Bank and a third party over a Bank transaction, the customer will authorize the Bank irrevocably to block any sum, the subject of dispute until the dispute is determined judicially or amicably without the customer having any right to claim any interest or compensation.
- 39- The Bank may consider the account as dormant if a period of 1 year lapses for current accounts/ Call Accounts and 2 years for saving accounts and 6 months for term deposit accounts (with no auto renewal maturity date) without any transactions, and the account shall be automatically classified as dormant when the above time limits apply for all customer accounts. The posting of credit interests, expenses or commissions is not considered as an entry that activates the account, the account may be activated after updating the Customer data according to "know your Customer" requirements and singing the needed documents and it will be operative as soon as any withdrawing or deposition transaction is made by the customer or his attorney under a special or general power of attorney allowing withdrawing and deposition from/ to the account. It is considered as transactions as well to / inward transfers / the issue of transfers or the transfer from one account to another of the customer or a third party

A. The Bank shall notify the Customer through the contact information provided to the Bank when any of his/her accounts is classified as dormant, and the Customer is obligated to activate his/her dormant accounts as soon as possible.

B. Debit transactions are not allowed for the dormant accounts, while the credit transactions are accepted, including the credit interests (according to the prevailing rates and the terms of the contract concluded between the Bank and the Customer).

C. Deceased Customer Accounts and accounts linked to court orders are not considered as deceased accounts.

D. No fees is charged on dormant accounts, regardless of the balance

- 40- The Bank shall have the right to reject the application for opening a new account and/or close any of the customer's accounts at any time without bearing any responsibility at its absolute discretion in case it discovers that the customer violated any of the conditions of dealing or the banking customs, or if he does not observe the law and the principle of good intent in dealing, if he writes commercial papers, Bank transfers or payment orders for nothing or if he carries out fictitious transactions or for any other reasons estimated by the Bank.
- 41- The customer undertakes to provide all the documents requested by the Bank within a period of 10 days from the date of signing the Account Opening Application and the Terms and conditions. During this period, the Bank has the right at its sole and absolute discretion to prohibit debit transactions on the account without any responsibility on the Bank. In the case he fails to provide such documents, the Bank will have the right to close the account and return available account balance (if any) same way it was received or in any other way the Bank may deem appropriate.
- 42- The Bank shall have the right to close any of the customer's accounts if a period of six months elapses without any transactions/ movements made on it and if it is without any debit or credit balances. Rejection by the Bank to accept any transaction made on the customer's account after their closure will not make the Bank responsible.
- 43- In the case the Bank closes the account/ accounts of the customer or if the account is closed at the request of the customer, or upon the end of the validity of using any of the cards or tools delivered to the customer, upon his request to suspend the service or when the Bank decides to cancel the services, the customer will be bound to return any cards, cheque books or tools handed over to him by the Bank. It is

understood that the closure of accounts is not conditional upon giving the customer a notice thereof or upon his consent to the balance resulting from the closure.

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- 44- Any of the conditions of dealing which entitle the Bank to use more than one option or implies the meaning of permission will not hold the Bank responsible if it uses or not any of such options or powers available to it.
- 45- The Courts of the Kingdom of Bahrain with all of their types and grades have jurisdiction to hear any dispute between the customer and the Bank. The Bank may select the jurisdiction's place of any court of the Kingdom of Bahrain without the customer having the right to object or disproof of non specialization of plea. The Bahrain Law will be applicable.
- 46- The address shown on the application for account opening is considered as the domicile selected by the customer for service. The customer shall, when the said address is changed, inform the Bank in writing thereof, otherwise any notice or advice to the address kept with the Bank will be correct.
- 47- If the customer chooses, instead of sending any notices, correspondence or returning any documents or commercial papers deposited by him to be kept in his file with the Bank, the customer will be bound to contact the Bank to receive them during one month from their keeping date. In the case of any loss, destruction or delay, the Bank will not be held responsible. The customer is considered to be served thereof after one week from their keeping in his file.
- 48- The conditions set forth in this form are applied by the Bank. They express the relation of the Bank with the customer. The customer acknowledges that he has read them and received a copy thereof. In the case the customer signs the last page of them, he will be considered as signing every page thereof as they are considered as one unit and they are binding on him. The Bank may amend any of these conditions provided that the Bank should send a notice to the customer by the available means of communication. The amendment will be effective 15 days after sending the notice.
- 49- The customer acknowledges that he received and read a copy of the list of fees, charges and interests rates and agreed to same without any reservation, condition or objection and that he received a copy of the customers' complaints procedures guide.
- 50- The conditions of dealing apply to any transactions or services provided by the Bank, which the customer requested upon opening the account or at any subsequent time.
- 51- Deposits held with Arab bank plc Bahrain Retail branch in the Kingdom are covered by the Regulation Protecting Deposits and Unrestricted Investment Accounts issued by the Central Bank of Bahrain in accordance with Resolution No (34) of 2010".
- 52- In respect of anything not included in the conditions of dealing, it will be subject to the policies and procedures applied by the Bank or the banking customs.
- 53- All banking and financial services, products and/or transactions and/or those related thereto offered or granted, directly or indirectly, by the Bank are exclusive of Value Added Tax ("VAT"). Accordingly, in the event that VAT is applicable in respect of any of these services, products and/or transactions, any amount of any nature whatsoever whether in fees, commissions, charges, expenses and/or otherwise shall be payable together with the VAT by the Customer to the Bank as applicable from time to time.
- 54- The Customer acknowledges reading the "Privacy Notice" published on Arab Bank plc Bahrain, which is related to the Bahraini Personal Data Protection Law and its updates and the relevant resolutions as issued from time to time, and agreed to the same without any reservation, condition or objection.



### The Special Terms of The Accounts

#### The Special Terms of Current Accounts

- 1-A debit interest on the account shall be debited at the end of each month.
- 2-If agreement is concluded between the Bank and the customer on a credit interest, it will be credited twice per year according to a biannual periodic to be agreed upon.
- 3-The customer authorizes the Bank to overdraw the current account according to its choice to pass any withdrawals made by the customer or to post interests, commissions of any loans, or facilities or any commercial papers withdrawn, guaranteed or accepted by the customer or any liabilities due from the customer whether he is debtor or guarantor regardless of the reason for the obligation. The customer shall settle any commitments due from him in favor of the Bank during a maximum period of thirty days from the date of any overdrawing.
- 4-Withdrawing from the account will be either directly (at the counter) or by cheques or payment orders meeting conditions acceptable to the Bank, by cards or any other means provided by the Bank.
- 5-The Bank has the right to close the account if the customer issued three cheques on his account without having sufficient funds in it.
- 6- In case the customer's name is listed in the CBB's list of dishonored cheques, the Bank has the right at its sole and absolute discretion to close the current account of the Customer at any time and transfer all of its balance to the saving account without any responsibility on the Bank whatsoever. The Customer shall return any outstanding cheque book(s) immediately upon the Bank's request.

#### The Special Terms of Term Deposit Accounts

- 1-Interest shall be credited at maturity date.
- 2-An authorization or power of attorney issued by the customer the terms of which include withdrawing from the accounts and receiving deposits is considered sufficient for the attorney or the authorized signatory to break the deposit and an authorization of the attorney to acknowledge the accuracy of the balance.
- 3-At the maturity date, the Bank may either renew the term deposit for another similar period at the then prevailing interest rate or transfer the balance to any of the customer's accounts.
- 4- In case of receiving an additional deposit for this account during the period of the term deposit, the Bank may choose either to accept the additional deposit in the original term deposit account or to open a sub account for such a deposit to be fixed at the prevailing interest rate at the time of receiving it for a period not exceeding the period of the original term deposit.
- 5- In case the customer wishes to deposit through inward transfers, the account number of the customer's term deposit account should be stated in the inward transfer.
- 6- In case the customer's requests for a partial or full withdrawal of the term deposit before the maturity date, interest will be computed pursuant to the internal procedures of the Bank in this respect.
- 7- If the account is a fixed term deposit account in local / foreign currency, it will be subject to the previous terms in so far as they do not conflict with the following conditions:
- a) The Bank will open a fixed term deposit account in which the sum of the deposit is to be credited and parallel account(s) current / saving for the purposes of replenishing term deposit and crediting the interest. An account statement will be only issued for the parallel account.
- b)At the maturity date the interests are credited to the terms deposit account then the principal of the term deposit amount plus the interest may be renewed, unless the customer requests otherwise, at the prevailing interest rate against a notice to be sent by the Bank to the customer at his approved address.
- c) The customer shall notify the Bank in writing with not less than five working days before the maturity date if he decides not to renew the term deposit or to amend its terms or sum.
- d) The value date of fixed term deposit is two working days after the deposit of any amounts in the current account in addition to the collection periods if the deposition includes commercial papers.
- e) Any additional deposits with a sum less than the minimum amount determined to fix a term deposit, remain in the current account until the maturity date of the original term deposit, then the additional deposits will be added to the original term deposit on the renewal date.



- 8- The customer shall advise the Bank in writing in case he wishes to add any amounts to his term deposit which were deposited in the current / saving parallel account/ whether such deposits is in cash, commercial papers or inward transfers, otherwise these terms will not apply to the additional deposits.
- 9- In case, customer's requests for a partial or full withdrawal of the term deposit before the maturity date, debit interest (penalty) will be computed pursuant to the formula applied by the Bank and according to the then borrowing interest.
- 10- When the term deposit account becomes dormant:
  - 1. The Bank shall allow the electronic or manual transfers (non-electronic) transfers to the account.
  - 2. Interest is applied to interest-bearing accounts according to the prevailing interest rate and as agreed between the Customer and the Bank .
  - 3. The Bank has the right to apply the commissions and expenses allowed by the Central Bank of Bahrain for debited account balance, and no other commissions or expenses shall be applied.
  - 4. The Customer agrees that the bank shall close the account within six (6) months from the date on which the account becomes dormant if the account balance is zero, and the Bank is obligated to send the closure notice to the customer by any means of communication after closing the account.

#### The Special Terms of Saving Accounts

- 1-Withdrawal from the account is to be made by the customer directly or under an official power of attorney include an authorization of the attorney to withdraw from the account in particular or withdraw from the customer's accounts in general, or by the use of the cards or any means provided by the Bank within the limit determined by the Bank for the sum of withdrawals. The customer is not entitled to issue cheques, payment orders or transfers on this account.
- 2-The Bank shall, without being obliged, accept a written authorization signed by the customer under which he authorizes the others to withdraw from the account.
- 3-It is allowed to deposit in the account within the limits by the Bank for depositions in cash, or by commercial papers or inward transfers.
- 4-The customer shall ascertain the truth of any sums deposited or withdrawn, or transactions made before signing any document of withdrawal or deposition. Accordingly the Bank will not be responsible for any claim of errors or discrepancies.
- 5- The balance of this account shall not be less than the minimum limit specified by the Bank from time to time. In case of that occurs the Bank shall have the right to close the account without a prior notice.
- 6- Credit interest will be computed on the minimum monthly balance basis and to be credited to this account twice a year according to the dates specified by the Bank taking into consideration that the Bank shall not compute any interests if the balance of this account is less than the minimum limit specified for the saving accounts.
- 7- In case the account is closed before the dates on which the credit interests are credited to the account, the interest will be computed on the minimum balance basis during the month preceding the closing date.
- 8- If the saving account is in a foreign currency, it will be subject to the previous terms in so far as they do not conflict with the following terms:
  - a) The interest will be computed on the minimum monthly balance and will be credited every three months (the end of March, June, September and December).
  - b) A statement of account will be issued every three months.
  - c) The customer can withdraw from this account in the local currency. Accordingly, the equivalent amount in the respective foreign currency will be credited or debited as the case may be to this account in accordance with the prevailing rates of exchange.
- 9- When the term Saving account becomes dormant:
  - 1. The Bank shall allow the electronic or manual transfers (non-electronic) transfers to the account.



- 2. Interest is applied to interest-bearing accounts according to the prevailing interest rate and as agreed between the Customer and the Bank .
- 3. The Customer agrees that the bank shall close the account within six (6) months from the date on which the account becomes dormant if the account balance is zero, and the Bank is obligated to send the closure notice to the customer by any means of communication after closing the account.

# The Special Terms of Call Accounts

- 1- A credit interest shall be calculated on the daily balance of the balance and credited to the same at the end of every month.
- 2- The customer shall, before any withdrawal from the account, notify the Bank in writing preceding the withdrawal date by such a time which either matches, or exceeds, the advice's note term (being one, two or three weeks).
- 3- Whenever a withdrawal from the account has been affected without a prior advice note, the transaction shall be recorded in an earlier date that precedes the actual withdrawal date by such a time that matches the advice's note term. Accordingly, no credit interests shall be credited for the customer for the advice's note term preceding the withdrawal.
- 4- If the balance of the account reduced below the minimum limit specified / may be specified by the Bank, the Bank shall have the right to transfer the balance to any other account of the customer without any credit interests to such balance.
- 5- Withdrawal from the account shall be made by the customer personally, or by the attorney or the authorized signatory. The customer is not entitled to draw cheques, payment orders or transfers from same.
- 6- When the term call account becomes dormant:
  - 1- The Bank shall allow the electronic or manual transfers (non-electronic) transfers to the account.
  - 2- Interest is applied to interest-bearing accounts according to the prevailing interest rate and as agreed between the Customer and the Bank .
  - 3- The Customer agrees that the bank shall close the account within six (6) months from the date on which the account becomes dormant if the account balance is zero, and the Bank is obligated to send the closure notice or notification the customer by any means of communication after closing the account.

### The Special Terms of Joint Accounts

The general conditions of accounts apply to joint accounts in so far as they do not conflict with the following special conditions:

- 1-This account is opened by the partners jointly or by their attorney pursuant to a power of attorney including the authorization to open a joint account. The shares of the partners should be equal unless they agree otherwise in writing. This account is given a special identifying number (ID) which will be considered for dealing. The ID numbers of the partners are for informative purposes only.
- 2-Withdrawal from the account is limited to the partners jointly or by their attorney provided that the power of attorney or the authorization should include a reference to the joint account.
- 3- If the partners choose to sign the account severally, any one of them will have full power to dispose of the account and any sub accounts absolutely and to obtain banking services and electronic cards provided by the Bank under the conditions related to each one or request cheque books, issue cheques, endorse and deposit them in the account even if the deposit is in favor of the authorized signatory personally. In addition, an authorized partner shall have the right to place the balance as a collateral of any obligations



which have resulted or shall result in favor of the Bank whether he is the debtor, a third party or one of the other partners. He shall also have the right to transfer from the account in favor of him or in favor of any one of the partners or others.

- 4-If the partners sign on the account jointly, the Bank shall issue visa electron cards or any other cards or any of the services provided by the Bank to each one of the partners upon their joint request.
- 5-The authorized partner has the right to authorize a third party to dispose of the account unless agreed otherwise.
- 6-The partners are bound to notify the Bank in writing in case one of them dies or becomes incapacitated. They will be jointly responsible for any transactions made after the death or incapacity. The partners will also be jointly and severally liable to the Bank for any obligations which may result on the joint account or any of the sub accounts accordingly, the Bank shall have the right to assume legal action against the partners or any one of them.
- 7-The Bank shall have the right to take due in full of any debt from any of the partners from his share in the joint account.
- 8-Any notice or advice sent by the Bank to any of the partners in the account or to their authorized signatory will be binding for all legal effects.
- 9-The Bank shall have the right to close the joint account and distribute the balance equally or at the rate agreed on by the partners in any of the following cases:
  - a) If the Bank is advised in writing with a conflict arising between any or all the account partners. It is considered as a conflict, the objection by any partner to the acts of any partner or his request of the suspending or blocking of the account or amending its conditions without agreement of the other partners.
  - b) The imposition of attachment on the Bank's hand or prevention of the disposal of the funds or acts of any one of the joint account's partners.
  - c) The death, bankruptcy or incapacity of any one of the account's partners.
  - d) Upon conducting consensual clearing between the Bank's rights and the share of any of the account's partners.
- 10- If any of the account closure cases is realized, the Bank will distribute the partners' shares into independent accounts in their respective names.
- 11- In case the partners desire to restrict the authority of the authorized partner to manage and operate the account once the account was opened, they shall cancel such authority and sign opposite to it. But if this occurs after the account opening, they shall advise the Bank by a written notice signed by all the partners accordingly.
- 12- Amendment of the authorities to sign on the account must be done by all the partners jointly or by an attorney or authorized signatory pursuant to a power of attorney or an authorization including such authority. As to other amendments, it may be accepted from any of the partners if the account terms permit them to dispose of the account severally.
- 13- If the joint account balance becomes indebted in favor of the Bank for any reason or if the Bank agrees at its absolute discretion to make the joint account overdrawn the account's partners shall be bound jointly and severally to settle the balance including any interests, commissions and expenses which may arise at the prevailing maximum rates on loans and facilities. The Bank will have recourse to all or any one of the partners.

# **General Terms of The Cards And Account Services**

- 1- The Bank provides the customer upon his request, banking services through Visa electron Cards, Online Internet Banking Service (Arabi Online), Short Messages Service (SMS) and Phone Banking Service (Hala Arabi) or any other similar products. SMS Express service will be granted for free to current customers maintaining current, overdraft, saving, call and notice accounts whether in local or foreign currency.
- 2- The customer is well aware that dealing with these services requires him to insert PIN(s) and secret information or use Internet sets, fixed telephone or mobile sets. He is also aware of the importance of maintaining the numbers, information and equipment he uses as they are means of identifying him and



stand for his presence personally. Further, others may carry out illegal processes in the case such numbers and information reach them whether due to negligence, error or omission or if the customer allows others to know them.

- 3- The customer is bound to advise the Bank promptly by a written notice if he doubts or discovers any break -through of the information or loss of his mobile or any information or passwords, to suspend the service(s) which are provided by the Bank. Such notice will not release the customer from the responsibility of any transaction made/ will be made until the time when the Bank is able to take the necessary measures to suspend the service.
- 4- The Bank shall have the power to suspend any service provided to the customer without any prior notice and with no responsibility on the Bank in case the Bank knows of any break-through of the information or any doubts about the truth of any received instructions or transactions by using these services.
- 5- The customer will be responsible for any transactions, withdrawals or damage to the Bank due to failure by the customer to maintain such numbers and information.
- 6- The customer agrees on sending what is related to the account by the Bank such as mail, correspondence, account statements, visa electron card/ its PIN or Phone Banking Service (Hala Arabi) PIN, user name / password of the Online Internet Banking Service (Arabi Online) or the advice(s) by regular mail or courier or through electronic mail. The customer will bear all the expenses which may arise from such service.
- 7- Some services will be automatically locked in the case the log in password is entered incorrectly more often than allowed. The customer will have to refer to any of the Bank's branches to activate the service.
- 8- The customer shall notify the Bank in writing and immediately with any changes in mobile number and/or residential address and/or work address; otherwise the Bank shall not be responsible in any manner whatsoever resulting from continuation of use of the old mobile number of the Customer.

# Special Terms of Cards And Account Services

# The Special Terms of Visa Electron Card

- 1-Primary Visa Electron Card is issued in the name of the customer "the owner of the account" or a supplementary card in the name of the person designated by the customer and approved by the Bank. In both cases the customer will be responsible for any transactions made as per the primary or supplementary cards including the maintenance of the card and PIN and for any loss to the Bank due to the misuse of the cards and machines.
- 2-The Bank is authorized to renew the card after the expiry of its validity unless the Bank is advised by a written notice from the customer before the renewal to the contrary.
- 3-The issuing of the cards does not mean the Bank's obligation to grant any credit to the customer as the customer should provide sufficient funds in his account to cover his withdrawals and any entries which shall arise from the use of his card without prejudice to the Bank's right to debit any of the customer's accounts with any transactions. In the case there are no sufficient funds in the customer's account, the Bank will have the right to overdraw any of the customer's accounts including the imposition of a debit interest to be determined by the Bank.
- 4-The cards are issued according to local laws and regulations and pursuant to agreement with the International Visa Company shall be deemed applicable together with the terms and conditions of the national network which connect the local ATM's.
- 5-Visa Electron Card enables the customer to use the Bank's local automated Teller Machines (ATMs), to withdraw and deposit cash, deposit cheques, transfer funds between accounts, pay bills, request cheque books, request a statement of account by mail, request a mini statement of account, inquire about balance of accounts, deposit instructions, change Personal Identification Number (PIN), and any other future Bank services. The Card also enables the customer to use ATMs worldwide which bear the VISA, ELECTRON, or PLUS logos for cash withdrawal and balance inquiry. The Card shall also allow the customer to purchase from shops/ service centers locally and internationally (the Merchant) through point of sale (POS) terminals bearing the VISA ELECTRON logo (on- line Debit Card), which accept/ authorize the transaction immediately after the amount is debited to the customer's primary account on which the Card



is issued and / or any other related customer's accounts maintained with other branches subject to the applicable method of use and any subsequent amendments that may occur thereto.

- 6-The customer agrees to the maximum daily cash withdrawal sum/ the purchase and that this limit is changeable without any prior notice.
- 7-Any notice from the customer of the loss of the card, PIN or a request of suspension of the service must be immediate as soon as the necessitating reason occurs. Such notice must include the circumstances of the loss or theft of the card or the reason for the suspension of the service. The customer will be responsible for the transactions/ withdrawals made until the end of the following day from the date the Bank receives the notice. The Bank may, without being obliged, accept an oral notice provided that it is confirmed in writing on the next working day following its submission. The Bank will not be responsible for any measures carried out by the Security Authorities in the case of notification of the event.
- 8-The Bank may issue a substitute card to the customer. The customer shall not use the previous card in such case it is found.
- 9-The customer will bear the expenses and commissions for issuance, renewal, issuance of a substitute of a lost card and supplementary cards. The customer shall also bear any other commissions or expenses arising from their use.
- 10- The customer acknowledges that the reports extracted from the ATM system and points of sales are an acceptable evidence to prove the deposits, withdrawals and transactions, and such reports are solely considered as a proof between the customer and the Bank.
- 11- The customer shall be solely liable for any mistakes that may occur due to the customer depositing/ transferring any amount for his account or others' accounts.
- 12- What is important in the value of the amounts deposited is for the actual amount deposited, not for the details entered by the customer upon deposit. The customer authorizes the Bank to credit the amount actually deposited.
- 13- If there is a difference between the amount debited upon cash withdrawal and the actual amount received by the customer or if the customer did not receive any amount, the customer shall inform the Bank in writing thereof on the next working day at the most, otherwise the Bank will not be responsible to the customer for any discrepancies. The results of the cash counting carried out by the Bank will be a decisive proof in judging the truth of the customer's claim of shortage.
- 14- In case of having a transaction on the statement of account not being executed by the customer, he shall have the right to object, and in case he proves his right to claim the chargeback amount, it will not be credited to his account unless it was collected actually from the collecting Bank and posted to the Bank's account, noting that the collection period may take two months according to Visa International Regulations. In case the customer fails to prove his claim the Bank will deduct charges and fees against its efforts or against paying any other amounts arising from such a claim to the collecting Bank or any other party.
- 15-The information which show, on the screen of the ATM are considered as part of the dealing terms. The Bank decision is considered as an acceptable evidence for the proof of these terms.
- 16-If the customer delivers the card or divulges his Personal Identification Number (PIN) to a third party or due to the customer leaving the money in the ATM by chance, coincidence or negligence it is a mistake for which the customer will bear all the results arising therefrom.
- 17- The insufficiency of funds in the customer's account or if the amount requested exceeds the withdrawal/ purchase limit approved by the Bank, or blocking or attaching the account, the suspension of the use of the card according to a notice by the customer or the Bank, or the information of the account is not being updated by the ATM, or the insufficiency of the cash maintained in the ATM, or any technical failure, or the inability to complete the required transaction by the customer, or non-acceptance of others to deal with the card, or shortage of the goods or services requested/ conducted by the customer by using the card, accordingly no responsibility shall be imposed on the Bank.
- 18- The customer shall be responsible for the transactions made when the PIN is used or the customer signs the purchasing voucher. The customer shall keep a copy of such voucher.



- 19- The Bank shall have the right to suspend the electronic cards and issue new ones to the customer in the case doubted transactions within the reports issued by the International Visa and/or all the members of the International Visa and/ or the internal reports of Arab Bank.
- 20- Primary/ Supplementary cards transactions are shown on the ordinary account statement on its usual issuance date, together with transactions executed on the customer's account in local/foreign currency, indicated transactions details. The account statement shall be sent to the customer at the address maintained at the Bank. Sending the statement to the customer's address shall constitute a legal notification to the customer. The statement shall be deemed to be correct unless the Bank is otherwise notified in writing by the customer within fifteen days of the statement.

# The Special Terms of Online Internet Banking (Arabi Online), Short Messages Service (SMS) and Phone Banking Service (Hala Arabi)

- 1-The Short Messages Service (SMS Express) will be granted for free to current customers maintaining the current, overdraft, saving, call and notice accounts whether in local or foreign currency.
- 2-The Bank shall provide the customer with detailed instructions of the services which the customer undertakes to follow accurately upon usage. The customer undertakes that he has known and understood the mechanism of these services and any information provided by the Bank is considered for guidance only.
- 3-The Bank may share information about the customer internally to provide the customer with new services.
- 4-The customer will be fully responsible for the sets maintenance, operations and communications costs.
- 5- The Bank is offering the services through the communications networks (Internet/ Fixed Phone/ Mobile), utilizing the best security measures, but the Bank is not responsible for any errors that might occur due to the unprotected and open nature of such networks. Therefore, the customer shall be solely responsible for all risks inherent in, or resulting from using the services which the customer has subscribed to.
- 6-The customer is advised to change the passwords periodically upon receiving them, and he is fully responsible for safeguarding his User-ID, Password(s), PIN and TOKEN device and any other information provided to him by the Bank. The customer undertakes to keep the relevant User-ID, Password(s), PIN and TOKEN device as confidential and private, and keep them in separate secure places, and not to release them to anyone. The customer should exercise extreme caution when using the service on a PC in a public place or other sets. The Bank shall not assume any responsibility or harm that may arise as a consequence to the misuse of this Service or due to the customer's breach of this obligation.
- 7-In case the customer's TOKEN device, Passwords or PIN is lost/stolen/damaged, the customer must report the incident to the Bank immediately so that the Bank will stop the Service. To re-activate the Service, the customer must apply to reissue new passwords, PIN or TOKEN device and the customer shall pay any expenses or commissions arising therefrom as decided by the Bank.
- 8-The customer understands completely that the user-ID, account number, password(s), PIN(s), mobile phone number or TOKEN device, are considered the identification means to verify the customer's identity, therefore all transactions performed using them and anyone using them will be considered the customer. The customer shall be liable for all transactions performed by using his identification means and responsible for any change, loss or transfer of any of such means to others until such time as the Bank is able to suspend the service by a written notice received from the customer.
- 9-The Bank will not be responsible in the event of irregularity or if the service is non-operational or if inaccurate information is given through the service.
- 10- The customer authorizes the Bank to debit all the commissions and expenses arising from the use of the service on any of the customer's accounts with the Bank.
  - 11- The Online Internet Banking Service (Arabi Online) allows the customer to carry out any of or all the following transactions: -

a) To change or suspend any of the services provided by the Bank, which the customer may also apply for by a written notice to be delivered to the Bank, through the e-mail available within the Online Internet Banking Service (Arabi Online).

b) To transfer from his credit accounts in which sufficient funds are available within the maximum daily limit specified by the Bank, to his accounts or the accounts of others with the Bank. The Bank will not



be bound to execute the transfer when there are no funds or when they are insufficient. The Bank will execute the transfer automatically on the same day if the transfer is within Arab Bank Branches in the Kingdom of Bahrain and within two days if the transfer is to other accounts provided that the amount will be debited to the customer's account on the date of the transfer. The customer will be responsible for any mistake in the information he provides to the Bank.

- c) To request a cheque book which is subject to study by the Bank. In the case it is approved, the customer shall check with the branch with which he deals to receive the book, or it will be sent to him by mail when he agrees to this.
- d) To authorize the Bank to pay the value of any services or other payments to any of the institutions specified by the customer. This authorization will remain until the customer gives the Bank a notice to the contrary or until the beneficiary agrees if the suspension of the transfer is subject to his agreement.
- 12- These services are provided to the customer upon his request. He agrees at his responsibility for dealing with the electronic means in the meaning intended under Article (5) of the Law of Electronic Dealings. He also agrees to the following:
  - a) The Bank shall have the right to change the instructions of the service(s) and the technology used in this service after notifying the customer of such changes in advance through several communication channels as deemed appropriate (i.e. Electronic means, in writing, through its website, SMS or through its branches, etc.)
  - b) The electronic mail, provided only through the Online Internet Banking Service (Arabi Online), is used as a mean of acceptable dealing by the Bank and the customer. The customer must send e-mail messages to the Bank only through the service. The customer agrees to receive e-mail messages from the Bank through the service. The customer is considered a recipient of any message the Bank sends to the customer by this mean, and the customer may not maintain banking confidentially in the case any information leaks and/or is conveyed to others.
  - c) The general and special terms of dealing will be applicable in the case the customer requests the service after signing these terms.
- 13- In case the customer suspects that another party is tampering with his accounts through the service, or he doubts that his user ID, account number, password(s), PIN and TOKEN device are compromised by some other parties, the customer must inform the Bank of this matter immediately, or confirm it in writing as soon as possible. The customer shall be liable for all amounts that may be incurred due to the use of the user ID, account number, password(s), PIN and TOKEN device until the date the Bank is able to suspend the service by a written notification from the customer.
- 14- The cancellation of any instructions or transactions made by the customer must be done before the execution of such instructions or transactions provided that he delivers a written notice to the Bank before they are done.
- 15- On terminating of the Online Internet Banking Service (Arabi Online), any scheduled payment order requested by the customer through the Service will still be performed on the working day specified by the customer on the condition of having a sufficient balance in the customer's account.
- 16- On terminating of the Online Internet Banking Service (Arabi Online), the customer must return the TOKEN device (if any) back to the Bank.
- 17- The Short Messages Service (SMS) includes that the Bank sends to the customer (but not obliged to do so) Short Messages at his mobile phone as what is recorded in the service's application or as in the Bank's records in case the customer requests such service. Such messages contain information on the services which are provided or created by the Bank or any other information the Bank deems fit.



#### Terms and Conditions for Arabi Premium Program

- 1- Subscription of the customer to Arabi Premium shall be subject to the criteria of Arabi Premium program set by the Bank from time to time. It is agreed by the customer that the Bank may terminate or substitute Arabi Premium program at any time after giving notice to the customer
- 2- Insurance coverage is subject to the terms and conditions of the original insurance policy signed between Arab Bank and the Insurance Company.
- 3- When the customer attains the age of to 60 years, life insurance service will be cancelled.
- 4- The bank reserves the right to contact the company for which the customer works to inquire about any details that the bank considers necessary and the customer shall provide the bank with any information or documentation that the bank requests.
- 5- The bank reserves the right, at its sole discretion and without justification or liability to cancel the subscription of the customer to this program after sending a written notification to his/her official address.
- 6- In the event of subscription cancellation, all privileges granted to the customer as a result of subscription to the program shall be canceled including the branded Visa Electron card for this program and life insurance service. Interest rates, fees and commission prescribed for services and products shall apply as approved at the bank.
- 7- Credit Cards' terms, conditions and instructions shall be considered valid and applicable upon credit card issuance.
- 8- All terms and conditions and instructions for the banking products and services (including loans/ salary advance) offered by the bank shall be considered effective upon customer's signature. Subscription of the customer to the Arabi Premium program shall be of no effect to those terms and conditions and instructions.
- 9- The bank has the right to amend the interest rate on the debit balance and the commissions of the products, either by means of increase or decrease, according to the periodically announced rates by it and with notifying the customer in any method deems proper before 30 days from this amendments.
- 10- Preferential prices granted to the customers within the bank privileges shall not apply in case that the bank carries out promotional campaigns for all customers to encourage them to procure any of the retail products stated within the Arabi Premium program.
- 11- The customer hereby undertakes to notify the bank in writing of any change or alteration that may occur to his/ her address or phone numbers; otherwise the notices sent by the bank to the addresses provided by the customer shall be deemed as legal and valid.
- 12- The customer hereby absolutely, unconditionally and irrevocably undertakes, subject to full liability in case of violation of this obligation, to notify the bank in writing of any adjustment, change and/ or pledge that may occur to his/ her salary and/ or in case of cessation of delivery of the salary thereof, in whole or part, regardless of the cause thereof.
- 13- Except for the obvious arithmetic error, the customer hereby acknowledges that the bank's books, records and accounts are correct and final in relation thereto and that he/ she deems as conclusive evidence to establish the amounts payable or which shall be payable under this contract without having the right to object to the same; and that he/ she accepts the written certificate issued by the bank which indicates the amount of the debit and/ or claimed amount as evidence against him/ her, and further hereby waives the right to challenge the validity of such certificate and any legal right that permits him/ her to request producing the bank's books, records or statements and/ or to request expertise for the purpose of auditing the bank's accounts, books, records and any documents of whatever type. This waiver includes waiver of the right to challenge the validity of signatures to any bank transactions or the incompetence or authority of the signatory or signatories thereto.
- 14- The Customer hereby agrees on considering the letters, telegraphs, facsimile, microfilms (microfiches and the like), computer extracts, photostatic photos or photographs and any means of communication or other documentation that the Bank submits of its files, records, books and accounts, as legal means of proof and the customer hereby accepts to consider the same, in the absence of a manifest error as



conclusive evidence on the validity of the content thereof and further waives each and every right to object thereto or to any of them.

- 15- In case of mistakenly crediting any amounts to the customer's account, the bank shall be entitled to claim the customer to debit the same amount credited to his/ her account to the account thereof; where the customer shall in no case be entitled to claim such an amount.
- 16- These terms and conditions shall be subject to the provisions of the Bahrain law where the courts of Bahrain are those chosen by the bank as courts of jurisdiction over any dispute that arises or related to the application and/ or interpretation of any of these terms and conditions.



#### **Terms and Conditions for Payroll Extra Program**

- 1- Subscription of the customer to the Payroll Extra shall not serve as a prior approval by the bank on granting the customer the privileges of this product.
- 2- The bank reserves the right to contact the company for which the customer works to inquire about any details that the bank considers necessary and the customer shall provide the bank with any information or documentation that the bank requests.
- 3- The bank reserves the right, at its sole discretion and without justification or liability to cancel the subscription of the customer to this product after sending a written notification to his/her official address.
- 4- In the event of subscription cancellation, all privileges granted to the customer as a result of subscription to the product shall be canceled. Interest rates, fees and commission prescribed for services and products shall apply as approved at the bank.
- 5- Credit Cards' terms, conditions and instructions shall be considered valid and applicable upon credit card issuance.
- 6- All terms and conditions and instructions for the banking products and services (including loans/ salary advance) offered by the bank shall be considered effective upon customer's signature. Subscription of the customer to the Payroll Extra Program shall be of no effect to those terms and conditions and instructions.
- 7- The bank has the right to amend the interest rate on the debit balance and the commissions of the products, either by means of increase or decrease, according to the periodically announced rates by it and with notifying the customer in any method deems proper after 30 days from these amendments.
- 8- Preferential prices granted to the customers within the bank privileges shall not apply in case that the bank carries out promotional campaigns for all customers to encourage them to procure any of the retail products stated within the Payroll Extra Program.
- 9- The customer hereby undertakes to notify the bank in writing of any change or alteration that may occur to his/ her address or phone numbers; otherwise the notices sent by the bank to the addresses provided by the customer shall be deemed as legal and valid.
- 10- The customer hereby absolutely, unconditionally and irrevocably undertakes, subject to full liability in case of violation of this obligation, to notify the bank in writing of any adjustment, change and/ or pledge that may occur to his/ her salary and/ or in case of cessation of delivery of the salary thereof, in whole or part, regardless of the cause thereof.
- 11-Except for the obvious arithmetic error, the customer hereby acknowledges that the bank's books, records and accounts are correct and final in relation thereto and that he/ she deems as conclusive evidence to establish the amounts payable or which shall be payable under this contract without having the right to object to the same; and that he/ she accepts the written certificate issued by the bank which indicates the amount of the debit and/ or claimed amount as evidence against him/ her, and further hereby waives the right to challenge the validity of such certificate and any legal right that permits him/ her to request producing the bank's books, records or statements and/ or to request expertise for the purpose of auditing the bank's accounts, books, records and any documents of whatever type. This waiver includes waiver of the right to challenge the validity of signatures to any bank transactions or the incompetence or authority of the signatory or signatories thereto.
- 12- The customer hereby agrees on considering the letters, telegraphs, facsimile, microfilms (microfiches and the like), computer extracts, photostatic photos or photographs and any means of communication or other documentation that the bank submits of its files, records, books and accounts, as legal means of proof and the customer hereby accepts to consider the same as conclusive evidence on the validity of the content thereof and further waives each and every right to object thereto or to any of them for whatever reason of whatever type or source.
- 13- In case of mistakenly crediting any amounts to the customer's account, the bank shall be entitled to claim the customer to debit the same amount credited to his/ her account to the account thereof; where the customer shall in no case be entitled to claim such an amount.



14- These terms and conditions shall be subject to the provisions of the Bahraini law where the courts of the Kingdom of Bahrain are those chosen by the bank as courts of jurisdiction over any dispute that arises or related to the application and/ or interpretation of any of these terms and conditions.

we reiterate that the T&C may be updated from time to time and that such updates will be notified to the customers on the AB's website and such updated T&C to be binding unless a written objection is received within 15 days from the notification date.

Customer's Name:	
Customer's Signature:	
For Bank Use	
Signature(s) verified by :	