

INTERNET BANKING TERMS & CONDITIONS
FOR CLIENTS OF KUWAIT FINANCE HOUSE PLC

This Internet Banking Terms and Conditions (the “**Internet Banking T&C**”) applies to your use of the Internet Banking Service provided by the Bank. By registering for the Internet Banking Service, you agree to be bound by this Internet Banking T&C.

This Internet Banking T&C is effective from and including 1 February 2022.

1. Definitions:

1.1 The following words and phrases have the meanings set opposite them unless the context indicates otherwise:

“**Account(s)**”: one or more accounts in your name operated and maintained by the Bank and subject to the Applicable General T&C.

“**Applicable General T&C**”: if the Account(s) in your name are subject to the Corporate T&C, means the Corporate T&C; if the Account(s) in your name are subject to the Government Entity T&C, means the Government Entity T&C; and if the Account(s) in your name are subject to the Individual T&C, means the Individual T&C.

“**Authorised Individual**”: if the Account(s) in your name are subject to the Corporate T&C or the Government Entity T&C, an individual authorised to give instructions on your behalf with respect to any Account(s) in your name pursuant to Clause 2.3 of the Corporate T&C or Clause 2.3 of the Government Entity T&C (as applicable).

“**Bank**”: Kuwait Finance House PLC.

“**Corporate T&C**”: the Bank’s Corporate Terms & Conditions Governing Accounts and Services.

“**Data Protection Laws**”: any applicable law relating to the processing of personal data or data privacy in force from time-to-time, including: (i) the UK Data Protection Act 2018; (ii) the UK retained version of the General Data Protection Regulation ((EU) 2016/679) (“**GDPR**”) and any implementing laws, regulations and secondary legislation, as amended or updated from time-to-time, in the UK; and (iii) any successor legislation to the GDPR in the UK.

“**FCA**”: UK Financial Conduct Authority.

“**Government Entity T&C**”: the Bank’s Government Entity Terms & Conditions Governing Accounts and Services.

“**Group**”: Kuwait Finance House Group, its subsidiaries (including but not limited to the Bank), associated and affiliated companies and their branches.

“**Individual T&C**”: the Bank’s Individual Terms & Conditions Governing Accounts and Services.

“**Internet Banking Platform**”: the Bank’s online banking platform, on which the Internet Banking Service is made available.

“Internet Banking Reporting”: the reporting data made available by the Bank from time to time through the Internet Banking Platform that provides certain information relating to the portfolio of investments, cash and/or other assets made available by, and/or that you have purchased through or which are otherwise held in custody for you by the Bank.

“Internet Banking Security Details”: any details that you use as part of any security process to access the Internet Banking Platform, including your passwords, security codes, Internet Banking Service User Name or any other information that you use to make or authorise a payment through the Internet Banking Service.

“Internet Banking Service”: the internet banking services made available by the Bank from time to time through the Internet Banking Platform.

“Internet Banking Service Password”: the specific password that you have registered with the Bank for use of the Internet Banking Service.

“Internet Banking Service User Name”: the specific user name that you have registered with the Bank for use of the Internet Banking Service.

“One Time Password”: a multiple digit password that we will send to you and that is valid for a single log-in attempt to the Internet Banking Platform or a single transaction.

“PRA”: UK Prudential Regulation Authority.

“SMS”: short messaging service.

“TPP”: third party provider of payment services.

2. Application of this Internet Banking T&C

- 2.1 This Internet Banking T&C is supplemental to, and incorporates, the Applicable General T&C and any Supplementary Service Agreements between you and the Bank. You should read the Applicable General T&C and any Supplementary Service Agreement carefully in conjunction with this Internet Banking T&C.
- 2.2 Insofar as relating to the Internet Banking Service, in the event of any inconsistency between the Applicable General T&C and this Internet Banking T&C, this Internet Banking T&C will take precedence.
- 2.3 Capitalised terms used but not defined in this Internet Banking T&C have the meanings given to them in the Applicable General T&C.
- 2.4 This Internet Banking T&C are a Supplementary Service Agreement as defined in, and for the purposes of, the Applicable General T&C.
- 2.5 With the exception of clause 8.5, this Internet Banking T&C does not govern the terms of any arrangements between you and the Bank in relation to the provision by the Bank of investment services and/or investment activities, which are governed by separate Supplementary Service Agreements.

3. About the Bank

- 3.1 The Bank is registered in England and Wales with company number 00877859. The Bank’s registered office is at 35 Portman Square, London W1H 6LR, United Kingdom.
- 3.2 The Bank is authorised by the PRA and regulated by the FCA and the PRA. The Bank’s Financial Services Register number is 131818. The Bank’s regulated status can be confirmed by checking the Financial Services Register, which can be accessed on the FCA website (www.fca.org.uk). Alternatively, the Bank’s authorised status can be confirmed

by contacting the PRA, which is a subsidiary of the Bank of England, by telephone on +44 (0)20 7601 4878 or by post addressed to the Bank of England, Threadneedle Street, London EC2R 8AH, United Kingdom.

4. Eligibility

- 4.1 To be eligible to register to use the Internet Banking Service, you must have an Account with the Bank.
- 4.2 Joint account holders can register for the Internet Banking Service and, if eligible, will be issued with a single Internet Banking Service User Name. This Internet Banking T&C will nonetheless apply to each Joint Account holder individually.
- 4.3 The Bank may in its sole discretion:
 - (A) decline to register you for the Internet Banking Service; or
 - (B) terminate or place limitations on your use of the Internet Banking Service for any of the reasons described in Section 13.4.

5. Internet Banking Platform

- 5.1 You may only access the Internet Banking Platform by using your Internet Banking Service User Name and Internet Banking Service Password.
- 5.2 Once you enter your Internet Banking Service User Name and Internet Banking Service Password, you may need to enter a One Time Password or undertake other additional authentication steps in order to gain access to the Internet Banking Platform. This One Time Password will be sent to a single phone number via SMS.
- 5.3 Only the Account(s) opened with the Bank in your personal or corporate name (as applicable) and attached to your Internet Banking Service User Name will be accessible to you through the Internet Banking Platform.
- 5.4 You may not use or attempt to use the Internet Banking Platform or the Internet Banking Service for any malicious or unlawful purpose, including but not limited to fraud, or otherwise in any manner which is inconsistent with this Internet Banking T&C.
- 5.5 You are responsible for maintaining your computer or mobile device and ensuring it is compatible with the Internet Banking Platform.
- 5.6 All copyright, trademarks and other intellectual property rights in the materials and information on the Internet Banking Platform (including, but not limited to, text, graphics, photographs and other images, audio clips, digital downloads, data compilations, software, and code) are owned or licensed by the Group or by relevant external content providers. Nothing in this Internet Banking T&C and nothing on the Internet Banking Platform should be regarded as granting any licence or right to or in any trademark or service mark of the Group or any third party.

6. Availability of the Internet Banking Service

- 6.1 You may access the Internet Banking Platform at any time but all transactions will be processed in accordance with normal banking hours of the Bank.
- 6.2 The Bank reserves the right to withdraw or disable all or any part of the Internet Banking Service (including, without limitation, any element of the Internet Banking Reporting) at any time with or without notice and, accordingly, the Bank gives no warranty,

representation or assurance as to the continuing availability, compatibility or functionality of any element of the Internet Banking Service.

- 6.3 The Bank may modify, upgrade, or alter in any way all or any part of the Internet Banking Service (including, without limitation, any element of the Internet Banking Reporting) and/or the operating system supporting the Internet Banking Platform or the Internet Banking Service with or without notice where the Bank considers that it has reasonable cause to do so. Depending on the nature of any such modification, upgrade or alteration, you may subsequently need to take certain additional steps in order to re-establish your access to the Internet Banking Service.

7. Security

- 7.1 You must keep your Internet Banking Security Details secure and take all reasonable precautions to prevent any other person (and, if the Account(s) in your name are subject to the Corporate T&C or the Government Entity T&C, any individual who is not an Authorised Individual) from using your Internet Banking Security Details. For example:

- (A) you must not choose Internet Banking Security Details that can easily be guessed by another person or an individual who is not an Authorised Individual;
- (B) you must inform the Bank immediately if you have reason to believe that your Internet Banking Security Details have been compromised in any way (for example, if any personal computing or mobile device storing your Account details or Internet Banking Security Details is stolen);
- (C) you must not store your Account details or Internet Banking Security Details in a way that compromises the security of that information;
- (D) you must not allow any other person or any individual who is not an Authorised Individual to access or use the Internet Banking Platform;
- (E) you must not access the Internet Banking Platform from a device using public Wi-Fi; and
- (F) you must log out of the Internet Banking Platform after each use.

- 7.2 The Bank may, from time to time, introduce additional security measures for accessing the Internet Banking Platform, and you agree that you will comply with those measures.

- 7.3 The Bank may in its discretion use your location data or other meta data or information associated with your device in order to prevent and detect fraud. The Bank will not use any such information for any other reason.

- 7.4 You must not misuse the Internet Banking Platform or the Internet Banking Service by knowingly introducing computer viruses or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Internet Banking Platform or any server, computer or database connected to it. You must not attack any of the technology supporting the Internet Banking Platform (for instance, via a denial-of-service attack or a distributed denial-of-service attack). We reserve the right to report any breaches of this clause to relevant law enforcement authorities and to cooperate with those authorities by disclosing your identity to them.

8. Transactions

- 8.1 You are responsible for all authorised transactions carried out through the Internet Banking Platform, including transactions initiated via the Internet Banking Platform by

any person other than you or any individual who is not an Authorised Person who has accessed the Internet Banking Platform with your explicit or implicit consent, or who is otherwise acting on your authority or instruction.

8.2 Without prejudice to the Applicable General T&C, you acknowledge and agree that you will be responsible for any transaction carried out through the Internet Banking Platform as a result of you:

- (A) acting fraudulently or being knowingly concerned in any fraudulent activity;
- (B) failing to use the Internet Banking Service or the Internet Banking Platform in accordance with this Internet Banking T&C, including, for example, by failing to take appropriate care to keep your Internet Banking Security Details secure in accordance with Section 7; and/or
- (C) failing to notify the Bank if you have reason to believe that your Internet Banking Security Details have been compromised or that an unauthorised person or an individual who is not an Authorised Individual has used or has tried to use your Internet Banking Service User Name or Internet Banking Security Details.

8.3 If you use the Internet Banking Service to make a payment to a third party beneficiary, you will be prompted to enter the relevant payment instructions, following which you will receive a request to input a One Time Password via SMS. This process will give you the opportunity to confirm the payment before your payment instruction is treated by the Bank as being final. The Bank may also require you to comply with additional processes to provide further assurance that your payments are being routed to the intended recipient. The Bank will not be liable for any erroneous, incomplete or outdated information that you provide in order to make or authorise any payment using the Internet Banking Platform.

8.4 You acknowledge and agree that, unless otherwise stated on the Internet Banking Platform, the information displayed on the Internet Banking Platform will not constitute a definitive record of any transaction undertaken on your Account(s). Subject to clause 8.5, the Bank will confirm transactions carried out by or for you, including in response to instructions you provide through the Internet Banking Service, as part of your periodic Account statements (which may, at the Bank's discretion, be provided to you via the Internet Banking Platform). You must check each statement carefully and notify the Bank of any unauthorised or incorrect transactions appearing on your statement in accordance with the Applicable General T&C.

8.5 By registering to use the Internet Banking Service, you agree that the Bank may discharge any obligation to provide you with any notice, statement or piece of information (including, without limitation, notices of receipt or transfer of cash funds, investment or currency trading confirmations, deposit confirmations, annual fee reports and overdraft notifications) by providing it to you via the Internet Banking Platform.

8.6 If at any time you believe that information displayed on the Internet Banking Platform (including via the Internet Banking Reporting) is incorrect, please promptly contact your Relationship Manager or contact the Bank through the secure messaging facility provided through the Internet Banking Service or the contact tab on the homepage of the UK section of the Group website (www.uk.kfh.com), or by email at kfhplc.info@kfh.com.

9. Internet Banking Reporting

- 9.1 Internet Banking Reporting is part of the Internet Banking Service and is designed to provide certain information, including investment performance reports and transaction reports (showing purchases, sales, dividends, capital gains, withdrawals etc), in relation to the investments you have purchased through or otherwise hold with the Bank as well as cash balances. Internet Banking Reporting is for general informational purpose only and should not be regarded as a comprehensive and definitive report of the details of all such investments and balances or of all transactional activity related to any such investments and balances.
- 9.2 The Bank takes reasonable care in compiling and maintaining the information provided via the Internet Banking Reporting. Errors and omissions may nonetheless occur from time to time for technological and other reasons outside the Bank's reasonable control. The Bank does not warrant or guarantee the accuracy, timeliness or completeness of the information or that the supply of information will be uninterrupted or free from error.
- 9.3 Any information provided to you via Internet Banking Reporting should be read:
- (A) holistically (for example, explanatory notes, whether in the form of a pop-up or written text on a webpage, should be read alongside any investment performance information they accompany); and
 - (B) alongside this Internet Banking T&C, the Applicable General T&C and any Supplementary Service Agreements, as well as any relevant prospectus, information memorandum, term sheet or other explanatory document provided to you at the time of your initial investment,
- and the Bank shall not be liable for any loss or cost arising from your failure to do so.
- 9.4 Material included in our Internet Banking Reporting is provided for information purposes only. It does not constitute legal, tax or investment advice or an invitation, inducement or recommendation to sell, purchase, subscribe for or otherwise invest in units of any fund, investment product or account. You must not rely on the information provided to you via Internet Banking Reporting as if it were advice. Before making decisions based on the information provided to you via Internet Banking Reporting, you should seek independent financial advice. The Bank is not responsible for any subsequent investment advice given to you based on the information provided to you via Internet Banking Reporting.
- 9.5 Unless otherwise stated on the Internet Banking Platform:
- (A) information, including performance reports, in relation to your investments and cash balances will be displayed according to the customisable currency denomination, asset class exposure categorisations (e.g. country, currency, sector) and date ranges that in each case you have selected;
 - (B) performance reports may include visual depictions such as line or bar charts to aid your understanding of the data;
 - (C) investments are reported on a 'settled basis', which means that Internet Banking Reporting will not show any purchase or sale of investment units to which you are contractually committed but which have not yet settled;

- (D) the price of any given investment product is the most recently published price and does not necessarily reflect the realisable value of the investment as at the date of the report;
- (E) any foreign exchange rates used and displayed in Internet Banking Reporting are closing exchange rates sourced from Bloomberg or an similarly recognised pricing service on a daily basis;
- (F) any performance calculations are undertaken and presented in each case on the basis indicated (which may include a time weighted return basis, a money weighted return basis or an internal rate of return (IRR) basis); and
- (G) the performance of investments that are income producing may be shown either net or gross of any income received, as stated in each case.

9.6 When accessing Internet Banking Reporting, you acknowledge that:

- (A) the performance of investments is not guaranteed and past performance is not an indicator of future performance;
- (B) the value of investments can fall as well as rise and therefore it is possible that you may get back less than the amount you invested;
- (C) the value and performance of investments denominated in currencies other than the relevant reporting currency may fluctuate as a result of movements in the exchange rates used to convert between currencies for reporting purposes; and
- (D) the valuations provided are indicative only and are provided in order to give you a guide as to the performance of your investments.

10. Liability

10.1 The Bank shall not be liable for:

- (A) any loss or cost suffered as a result of:
 - (i) any temporary or permanent interruption, suspension, disruption or limitation of the Internet Banking Platform or the Internet Banking Service, including (without limitation) where caused by maintenance or upgrade activity or where the Bank is obliged to suspend or withdraw the Internet Banking Platform or the Internet Banking Service by virtue of any applicable law or regulation or at the direction of any court, law enforcement agency or governmental or regulatory authority;
 - (ii) any temporary or permanent interruption, suspension, disruption or limitation of the technology or systems of any third party upon which the Internet Banking Platform or the Internet Banking Service relies, including (without limitation) outages on any telephone, wireless or data network;
 - (iii) any device, hardware or software that you use in connection with the Internet Banking Platform being or becoming damaged or corrupted or otherwise failing to work;
 - (iv) the modification of any device or any software installed on a device or any use of the device for any purpose other than in accordance with the terms and conditions to which use of that device is subject or other than

as specifically authorised by the manufacturer of the device or the proprietor of the relevant software;

- (v) you being located in an area in which data or wireless internet coverage is insufficient to support effective use of the Internet Banking Service; or
 - (vi) any other event or circumstances which is outside the Bank's control;
- (B) any loss or cost suffered, non-delivery of any SMS, or any fees or charges levied by your mobile network operator or internet service provider in connection with your use of the Internet Banking Platform or the Internet Banking Service; or
- (C) any other loss or cost suffered in connection with your use of the Internet Banking Platform or the Internet Banking Service unless that loss or cost was a reasonably foreseeable result of a failure on the part of the Bank to provide or operate the Internet Banking Platform or the Internet Banking Service in accordance with this Internet Banking T&C.

11. Use of your personal information

- 11.1 As a data controller, the Bank will comply with the Data Protection Laws when it provides you with the Internet Banking Service or makes use of your personal information. The term 'personal information' has the same meaning as the term 'personal data' as set out in the GDPR, that being any information relating to an identified or identifiable natural person.
- 11.2 For details of how the Bank uses personal information related to your Account(s) and a summary of the rights you have over that information, please refer to the privacy notice available on the Bank's website.

12. Variation of this Internet Banking T&C

- 12.1 The Bank may amend this Internet Banking T&C at any time for a valid reason, including to reflect any update to the Internet Banking Platform or change to the functionality of the Internet Banking Service. The Bank shall notify you of any amendments in writing, or by notifying you of the change when you next log on to the Internet Banking Platform. The Internet Banking Platform may prompt you to read and accept any new version of this Internet Banking T&C before allowing you to continue to use the Internet Banking Service and you will be able to choose at that time to discontinue your use of the Internet Banking Service if you wish to do so.

13. Termination of the Internet Banking Service

- 13.1 You can request to terminate the Internet Banking Service at any time by giving at least 15 days' written notice to the Bank using the details set out in Section 14.3. You acknowledge and agree that you will remain responsible for any transactions made on your Account(s) through the Internet Banking Platform until the Bank has terminated your access to the Internet Banking Service.
- 13.2 The Bank may terminate your access to the Internet Banking Service at any time for any reason. If practicable, the Bank shall endeavour to give you at least 30 days' notice of any such termination.
- 13.3 If you no longer have an Account with the Bank, the Bank will automatically terminate your access to the Internet Banking Platform.

- 13.4 The Bank may suspend, terminate or restrict your use of the Internet Banking Service or your access to the Internet Banking Platform without prior notice if:
- (A) you have breached this Internet Banking T&C or the Applicable General T&C;
 - (B) the Bank has reasonable grounds to suspect unauthorised or fraudulent use of your Account(s) or your Internet Banking Security Details; or
 - (C) it is reasonable for the Bank to do so for maintenance or security purposes.

14. Notices:

- 14.1 The Bank may give you notice under this Internet Banking T&C:
- (A) electronically, by sending a message to the mailbox accessible to you via the Internet Banking Platform, or by email or SMS;
 - (B) by post, at the most recent address that you have provided to the Bank; or
 - (C) where the notice is of a general nature, by publishing relevant information on its website.
- 14.2 You must notify the Bank if your name or contact details change, including any email addresses, postal addresses, mobile phone numbers or other contact details. If you do not notify the Bank, the Bank will not be responsible if it cannot contact you or if it uses outdated contact details to provide you with any information or notice required under this Internet Banking T&C.
- 14.3 You may give the Bank notice under this Internet Banking T&C:
- (A) electronically, via the secure messaging facility provided through the Internet Banking Service or the contact tab on the homepage of the UK section of the Group website (uk.kfh.com), or by email to kfhplc.info@kfh.com; or
 - (B) by post, at Kuwait Finance House PLC, 35 Portman Square, London W1H 6LR.

15. Miscellaneous

- 15.1 If any provision of this Internet Banking T&C is found to be unenforceable, all remaining provisions will continue in full force and effect.
- 15.2 A person who is not party to this Internet Banking T&C shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of this Internet Banking T&C.

16. Governing Law

- 16.1 This Internet Banking T&C is governed by and construed in accordance with the laws of England and Wales. Any dispute, whether contractual or non-contractual, arising under this Internet Banking T&C shall be referred to the appropriate court in England and Wales for adjudication, and for that purpose you irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.