

I. Registration:

- a) In order to avail of the Online Banking Services customers of the Bank are required to first submit the duly completed Online Banking Application Form (along with the required documents specified by the Bank from time to time) to any of the Bank's branches or relationship managers.
- b) Once an Online Banking Application Form has been processed and approved by the Bank, the Customer will either collect its Login Credentials from the Bank or the Login Credentials will be sent to the Customer, depending on the process specified by the Bank from time to time. Login Credentials must be collected by Customers within 30 days of applying for the Online Banking Services; otherwise the issued Login Credentials may no longer function.

II. Eligibility:

- a) Any corporate customer that maintains an operating account with the Bank may apply to use the Online Banking Services.
- b) The Authorized Signatory must have the appropriate powers to sign and operate the Account solely or otherwise. The Bank reserves the right to accept or reject any application to use the Online Banking services.

DEFINITIONS:

Capitalized terms used in in these Terms and Conditions and not otherwise defined herein shall have the meaning given to them in the Terms and Conditions of Account Opening & Operation. In these Terms and Conditions, unless the context otherwise requires, the following words and expressions shall have the following meanings:

Account means any account opened, maintained and operated by the Customer with the Bank.

Authorized Signatory means any person who has been authorized by the Customer through duly executed and valid mandate, power of attorney, partner resolution, board/shareholder's resolution or by memorandum and articles of association to sign, maintain and operate the Account on behalf of the Customer; as identified in the BUSINESS ONLINE BANKING Mandate from time to time.

Bank means National Bank of Bahrain B.S.C.

Beneficiary means any individual or entity (including but not limited to a company, Government, Quasi-Governmental entity, club, society, incorporated or unincorporated association, trust, sole trader, individual or other entity) to whom the Customer is sending a payment or making a Funds Transfer.

Business Day means a day (excluding Friday or Saturday, public holidays declared by the CBB / Bahrain Government or the Bank) on which banks are open for general business in Bahrain.

CBB means Central Bank of Bahrain.

Charges means all amounts payable (including commission, fees and charges) by the Customer in connection with the use of the Online Banking Services including, without limitation, all Transaction fees, financial charges, additional expenses, damages, legal costs and disbursements, which will be debited from the Account.

BUSINESS ONLINE BANKING Mandate means the mandate form to be completed by a Customer prior to accessing the Online Banking Services.

Communication means any notices, documents, application forms, information, help files, on-screen help utilities, text messages or any other guidelines in any medium issued by the Bank to the Customer or published on the Corporate Portal from time-to-time, relating to the Online Banking Services.

Corporate Portal means the website through which a Customer may access the Online Banking Services, namely <https://corporate.nbbonline.com/corp/BANKAWAY?Action.CorpUser:Init.001=Y&AppSignonBankId=NBB&AppType=corporate&AppCorpLangId=001>

Customer means a company, Government, Quasi-Governmental entity, club, society, incorporated or unincorporated association holding an Account with the Bank in its name and which has been authorized by the Bank to operate an Account and use the Online Banking Services.

Cut-off Time means the latest time before which a Customer initiated service request or Funds Transfer request will be accepted for processing on each Business Day as stipulated by the Bank, from time to time. The Bank reserves the right to deem all requests received after the Cut-off Time or on a non-Business Day, as requests received on the next Business Day.

Financial Transaction means use of the Online Banking Services for any function or services provided by the Bank causing a movement of funds in an Account.

Funds Transfer means a movement of funds between Accounts, to an account held by a third party with the Bank, or to an account held with another bank either within Bahrain or outside Bahrain.

Instructions means any request or instructions from the Customer or a User to the Bank in connection with the use of Online Banking Services, received in the Bank's specified format.

Intellectual Property means intellectual property rights in connection with the Online Banking Services including but not limited to all statutory and other proprietary rights in respect of all intellectual property including all trademarks, technical information, process control technology, database rights, information technology, rights attached to software, patents, patent applications, logos and devices, confidential information, trade secrets, design rights, copyright and any other rights of like nature (whether registered or unregistered).

Limits means the Transaction limits (which may vary by Transaction type), periodic limits and User limits stated in the BUSINESS ONLINE BANKING Mandate, as may be increased or reduced by the Bank in its absolute discretion from time to time.

Login Credentials means factors required for logging in to use Online Banking Services which will include the Customer's corporate identification, User identification, password, one time passwords, mobile personal identification numbers etc.

Non-Financial Transactions means usage of any function or services provided by the Bank under the Online Banking Services, relating to the Account and/or other business activities with the Bank, which do not create any financial movement on the Account.

Online Banking Application Form means the application form that must be duly completed and submitted to the Bank by the Customer when applying for the Online Banking Services.

Online Banking Services means any or all the online banking functions and online banking facilities provided by the Bank to Customers from time to time, including but not limited to, Funds Transfer.

Online Disclaimer means the Bank's Online Disclaimer and Privacy Policy, a copy of which is available on the Corporate Portal login page.

Pay Bills means a service provided to the Customer, which enables the Customer to make utility bill payments from their Account to Specified Entities in Bahrain.

Privacy Policy means the Bank's privacy policy document, a copy of which is available at the Corporate Portal login page.

References to "we", "us" and "our" as appropriate are references to the Bank and References to "you" and "your" as appropriate are references to the Customer.

Service Provider means any service provider assisting the Bank in providing the Online Banking Services or any related services to the Customer.

Specified Entities means in relation to the Pay Bills service provided to Customers, approved third party Pay Bills payment beneficiaries such as Batelco, Zain, Bahrain Electricity and Water Authority, e-government or any other third party entity approved by the Bank from time to time, the details of which are available on the Pay Bills service page of the Corporate Portal.

Statement of Account means the Bank's periodic statement sent to the Customer, showing particulars of the Transactions conducted under the Account during a certain period through all channels, including the Online Banking Services.

Transaction means any/all Financial Transactions and Non-Financial Transactions available through the different channels provided by the Bank including the Online Banking Services.

Users means an individual duly appointed and authorized by the Customer to have administrative access to and use of the Online Banking Services on behalf of the Customer in accordance with the Online Banking Application Form, the BUSINESS ONLINE BANKING Mandate or any procedures /requirements as notified by the Bank to the Customer from time-to-time.

Interpretation:

- a) References to Articles, Clauses and Schedules are references to Articles, Clauses and Schedules of these Terms and Conditions, which shall be construed accordingly and shall constitute an integral part of these Terms and Conditions.
- b) The headings in these Terms and Conditions are inserted for convenience purposes only and shall not affect the construction of these Terms and Conditions.
- c) Except where the context otherwise requires words denoting the singular shall include the plural and vice versa, words denoting a gender shall include every gender and reference to persons shall include bodies corporate and unincorporated.
- d) Any reference to a person includes any individual, Company, partnership firm, corporation or other legal entity, whatsoever.
- e) All references in these Terms and Conditions to a time refer to the time in Bahrain, irrespective of the time zone from which the Transaction is initiated by the Customer.

TERMS AND CONDITIONS

These Terms and Conditions together with the Online Banking Application Form, Online Disclaimer set out the agreement between the Bank and the Customer in relation to the Online Banking Services and shall be read in conjunction with the Terms and Conditions of Account Opening & Operation.

In the event of any conflict between these Terms and Conditions and the Terms and Conditions of Account Opening & Operation and/or the terms and conditions of any other product provided by the Bank to the Customer (for example in respect of remittances; SWIFT transfers, beneficiary uploads, letters of credit, letters of guarantee, salary processing, bill payments, account sweep, account opening, etc.), the terms set out in the Terms and Conditions of Account Opening & Operation or the terms and conditions of the relevant other product (as applicable) shall prevail. By using the Online Banking Services for the first time Customers shall be deemed to have carefully read, understood and accepted these Terms and Conditions and agreed to be bound hereby. If a Customer does not accept and agree to all of these Terms and Conditions, the Customer is not permitted to access or use Online Banking Services.

GENERAL CONDITIONS FOR USE OF ONLINE BANKING SERVICES

1. The Customer irrevocably and unconditionally accepts that any Transaction and/or Instruction made or given through the Online Banking Services will be entirely at the Customer's own risk and responsibility. The Bank's record of any Transaction or Instruction processed in connection with Online Banking Services will be binding and conclusive evidence of such Transaction or Instruction for all purposes.

The Customer may request that the Bank provides access to the Online Banking Services to the Users. Such Users, if permitted by the Bank, may view and print all details of the Customer's relationship with the Bank, which may be available in the Online Banking Services from time to time. The Customer accepts the responsibility and liability for disclosure of information to such User and to acts of such User in handling the information so obtained.
2. The Customer agrees that all security practices and controls used and implemented by the Bank are reasonable and adequate. The Customer shall safeguard and ensure that the security practices are kept secret at all times and shall diligently safeguard from disclosure to and/or use by any other person(s), their Login Credentials, or any other authentication methods/devices, not to be disclosed to any third parties or unauthorized personnel. The Customer undertakes, and undertakes to ensure that any User undertakes:
 - 2.1. To keep their Login Credentials secure and to memorize their Login Credentials and destroy any notification containing their Login Credentials (printed or otherwise) as soon as possible after receiving it.
 - 2.2. To adhere to the restrictions for usage of the Login Credentials and/or any other authentication methods/devices as notified by the Bank from time.
 - 2.3. To take all precautions to keep all related devices and services such as mobile phones, email accounts etc. secure by taking appropriate security precautions including, but not limited to, password protecting their mobile phone, maintaining strong passwords, locking their mobile phone at all times and logging out of email applications.
3. The Customer understands and agrees that he will be solely responsible for risks and losses arising out his actions in not adhering to the undertakings contained in Clause 2 above.

4. The Customer will have access to the Bank's network 24 hours per day/7 days per week, with the exception of any planned or unexpected shutdowns during operating and non-operating hours. The Customer acknowledges that such shutdowns may result in either partial or no access to the Online Banking Services. The Bank reserves the right to record in its information systems all data concerning any communication or action relating to any Transactions. The Bank will use reasonable endeavors to execute Instructions as soon as these are received from the Customer and accepted by the Bank's information systems but does not guarantee any indicated turnaround time. The date and content of each Instruction will be verified by any means available to the Bank.

If a User uses the Online Banking Services in violation of the BUSINESS ONLINE BANKING Mandate, the Bank shall not be liable in any way for executing Transactions that have been authorized by the Customer on the Online Banking Services. Further the Customer fully understands and agrees that he shall be responsible for any errors/omissions arising out of incorrect setup of the authorization rules by the Customer or a User.

5. Daily Limits on Funds Transfer & Payments:

- 5.1. The Customer agrees that all Transactions will be subject to the Limits. The Bank hereby reserves the right, acting in its sole discretion, to amend any Limit at any time without notice to the Customer.
- 5.2. The cumulative sum of all Funds Transfers and Transactions on any given day shall not exceed the applicable Limit for that day. The Customer will not make any individual Funds Transfer or enter into any individual Transaction in excess of the applicable Limit.

6. Cut-offs for Transactions and service request:

The Bank will use reasonable endeavors to process Transactions / service requests received by the Bank before the specified Cut-off Time. Applications for a Transactions / service request received after such Cut-off Time will be processed on the next Business Day. All Cut-off Times are with reference to Bahrain time, irrespective of the geographical location from which the Customer has input the Instructions.

7. SWIFT Transfers:

- a) It is understood that SWIFT messages are sent entirely at the Customer's own risk. The Customer agrees to fully indemnify the Bank and hold the Bank harmless against any and all actions, proceedings, liability, costs, charges, loss or damages (including legal costs) it may suffer as a result of the Bank acting, delaying or refraining from acting upon the said Instruction(s). Neither the Bank nor the Bank's overseas correspondents shall be liable for any loss, delay or error which may occur in the transmission of the message or misinterpretation of a message when received, or for any delay caused by the clearing system of the country in which the payment is to be made. The Bank is not liable for any act of default or negligence by the Beneficiary's bank in collecting the remittance. In no event shall the Bank under any circumstances be liable for any loss of profits, contracts or special, indirect or consequential loss or damages.
- b) In the absence of specific Instructions, all charges/commissions applied outside Bahrain are for the Beneficiary's account. The Beneficiary may be unable to obtain full value under a telegraphic transfer on account of exchange or other restrictions applicable in the country of payment or to the paying bank including charges and fees if any.
- c) If the circumstances require, the Bank reserves the right to send SWIFT transfers through a different place other than the one specified by the Customer.
- d) Successful receipt of a Funds Transfer by a Beneficiary will be subject to any exchange control or other restrictions which may be imposed by the rules and regulations of the country where the encashment is to be made. Neither the Bank, nor correspondents, nor agents shall be liable for any loss or delay caused by any such rules and regulations.
- e) The Beneficiary's bank BIC Code/Sort Code/Fed wire ID/CHIPS UID or any other such code provided by the Customer will be considered as correct and the Funds Transfer will take effect accordingly, assuming correctness of the given codes.
- f) The Bank reserves the right to revise any Charges from time to time without prior notice. If Instructions are submitted via the Online Banking Services, the Bank may act upon such Instructions and presume that they are genuine and accurately represent the requirements of the Customer, regardless of whether the Instructions are actually compiled or sent in error, by fraud, negligence, altered or amended by someone other than the Customer with or without the actual knowledge of the Customer. The Bank has no duty to verify the facts or authenticity of any Instructions.
- g) If an applicant requests a refund of the remittance amount from the Bank, subject to the Bank having received the funds from the Beneficiary's bank, the Bank shall at its sole discretion make the payment to the applicant at the prevailing buying rate for the relevant currency less all charges and expenses incurred.

8. Funds Transfer:

- a) The Customer agrees not to transfer funds to accounts, which are not permitted under these Terms and Conditions and/or in violation of any rules, regulations and laws as applicable.
- b) The Bank reserves the right to decline any Funds Transfer requests as well as requests to amend or cancel a previous request.
- c) If Instructions identify a Beneficiary by name and account number, the Bank may execute those Instructions by reference to the Account number only, even if the Account number does not correspond with the name provided by the Customer.
- d) The Customer understands and agrees that the funds are transferred online upon Funds Transfer request made via the Online Banking Services. Funds Transfers will be subject to the Cut-off times and daily Limits stipulated above.

8.1. Funds Transfers to other banks within Bahrain or outside Bahrain

- a) The Customer will be responsible for maintaining, adding and deleting Beneficiary's names and details for any Funds Transfer request. The Customer agrees that he will be solely responsible for any incorrect set up of Beneficiaries set up by him in the Online Banking Services.
- b) The Customer acknowledges and agrees that when the Bank is carrying out a remittance from any of their Accounts, the Bank is acting as an agent for the Customer and not as the agent or on behalf of any third party. The Customer understands and agrees that at all times his/her relationship with any third party is independent of the Bank and the Customer's use of this Service. The Bank will in no way be responsible for any acts or omissions by any other bank/ financial institution(s) or other provider of any Account, including and without limitation to any modification, interruption or discontinuance of any Account by such bank/financial institution(s).
- c) The Customer agrees not to request for any Funds Transfer that are not permitted under these Terms and Conditions and/or in violation of any rules, regulations and laws as applicable. The Bank is not responsible for any costs or losses incurred as a result of any transactions that are not permitted under restrictions imposed by the Beneficiary's bank/financial institution or those imposed by law.
- d) The Bank reserves the right to decline to affect any Funds Transfer requests as well as requests to amend or cancel previous requests.
- e) The Customer understands that the Bank will not investigate any discrepancies between a Beneficiary's name and account number. In addition, the Customer agrees that the Bank is under no duty to investigate discrepancies between the Beneficiary's name and account number, and that the Bank will act only as per the Instructions of the Customer. If a Funds Transfer request identifies a Beneficiary by name and account number, the Bank may execute those Instructions by reference to the account number only, even if the account number does not correspond with the Beneficiary's name. The Customer understands that other bank/financial institutions may not investigate discrepancies between Beneficiary's names and account numbers. In addition, the Customer agrees that the Bank have no responsibility to investigate discrepancies between Beneficiary names and account numbers and the Bank will act only as per the instructions of the Customer.
- f) The Customer understands and agrees that at all times his/her relationship with other banks/financial institutions is independent of the Customer's relationship with the Bank. The Bank will not be responsible for any acts or omissions by other banks/financial institutions or other provider of any account, including and without limitation to any modification, interruption or discontinuance of any account by such banks/financial institutions.
- g) The Customer must check with the Beneficiary's bank/financial institution for restrictions regarding transfer of funds within their institution. The Bank is not responsible for any Charges or losses incurred from Funds Transfers that are not permitted by such banks/financial institutions or those imposed by law.
- h) The Customer understands and agrees that any Funds Transfer to third party accounts in other banks/financial institutions within or outside Bahrain are sent by SWIFT transfer. Funds Transfers are subject to the Cut-off Time and daily Limits. The conditions of SWIFT Funds Transfers are stipulated above.
- i) The Customer acknowledges that access to some of the Online Banking Services including Funds Transfers to beneficiaries located outside Bahrain may take longer to process, due to differences in time, business hours and business days between the place where the Instruction or Transaction is received and the place of accounts to be debited or credited.

8.2. Remittances:

In addition to these Terms and Conditions, the following shall also apply for remittances:

- a) Payment of the transferred funds is subject to any Rules and Regulations of the country where payment is to be made, in view of the prevalence of exchange restrictions throughout the world. The liability of the Bank with respect to payment of the transferred funds shall not exceed in any case the extent to which payment is allowed in the currency which the transferred funds are to be made under any government or other restrictions existing in the place of payment at the time payment instructions are received. Neither the Bank nor its correspondents or agents shall be liable for any delay or loss caused by any Act of any Government or Government Agency as a result of or in consequence by any cause whatsoever.
- b) If, after the Bank has converted an applicant's funds into a different currency, the Bank is for any reason, unable to proceed with a transfer, the Bank shall refund the amount of the cancelled transfer to the applicant and in order to effect the refund, the Bank may convert the funds back into the original currency at the then demand buying rate for the currency in question and may deduct any cost charges, expense and interest.
- c) Unless, it is otherwise expressly and specifically agreed in writing, the Bank may at its discretion convert into a foreign currency the funds received from the applicant at the Bank's selling rate on the day such funds are received. The Bank's statement in writing that it has effected such conversion and the amount of such conversion shall be conclusive.
- d) Currency other than that of the country to which the remittance is made shall be payable to the payee in the currency of the said country unless the payee by arrangement with the paying correspondent or Agent obtains payment in some other currency upon paying all charges of the Bank's correspondent or agent in connection herewith and in accordance with terms separately agreed with such correspondent.
- e) The Bank may take customary steps for remittance according to these Terms and Conditions. In so doing, the Bank shall be free on behalf of the Customer to make use of any correspondent, sub-agent or other agency but in no case will the Bank or any of its correspondents or agents be liable for mutilation, interruptions, errors or delay occurring in the wire, cables or mains, or on the part of any Postal Authority, Telegraph, Cable or Wireless company or any employee of such authority or through other cause. The Bank may send any message relative to this transfer in explicit language or code.
- f) The applicable value date is the date applied by the Bank, irrespective of the date of debiting the applicants account.
- g) In case of payment to be made in full without deductions, any current or subsequent Correspondent Bank charges, fees or commission will be for the applicant's account. The Bank is authorized to recover such charges, fees or commission directly from the applicant's account without prior notification.
- h) As well as these Terms and Conditions, any transfer shall also be subject to the Bank's standard Terms and Conditions where applicable including those relating to prevention of money laundering.
- i) These Terms and Conditions are subject to the laws of Bahrain and the exclusive jurisdiction of the Bahrain courts.

8.3. Other Online Banking Services:

The Customer understands and agrees that the terms and conditions relating to the Bank's products and services are also subject to change from time to time at the discretion of the Bank and the Customer will keep himself abreast of any such changes before utilizing the Online Banking Services.

8.3.1. Sweep service: The Customer understands and agrees that transfers of funds through sweep functionality are not governed by financial work-flow rules of the Online Banking Services. Therefore, transfer of funds through the sweep functionality will be as per the parameters given in the mandate for sweep facility provided by the Customer.

8.3.2. Fixed deposits: The Customer understands and acknowledges that other functionalities like changing of maturity instructions for fixed deposits (FD) are also not governed by financial work-flow rules. Users authorized by the Customer to change the maturity instructions of FDs can use their authority to divert FD proceeds on maturity of the FD, to accounts where they have authority for Financial Transactions. The Customer agrees and acknowledges that he is solely responsible for the consequences of authorizing Users for functionalities which are not governed by financial work-flow rules, which include but are not limited to sweep services and changing of maturity instructions on FDs.

8.3.3. Credit cards: The Customer understands and agrees that all Users authorized to do so, can access details and transactions for all credit cards linked to the Customer's Identification number with the Bank.

9. Customer undertakings:

- a) The Bank is not required to make any investigations regarding the identity of any User (or any person purporting to be the User) or any third party gaining access to the Online Banking Services, other than the Login Credentials provided in the security procedure and/or any other additional security methods/devices implemented by the Bank at its absolute discretion.
- b) The Customer is liable for the usage of the Login Credentials and any other authentication methods/devices used to access any of the Online Banking Services by a User, any other authorized personnel, any unauthorized personnel or any other third parties.
- c) The Customer understands that the Bank can rely on the authenticity of Transactions conducted by the Customer, a User or anybody else on the Customer's behalf by accessing the Online Banking Services using Login Credentials and any associated security procedures. The Customer also agrees that if the Bank has any reason to doubt the genuineness of any Instruction or Transaction, the Bank may, in its own discretion, choose not to process the Instruction and/or Transaction initiated using any of the Online Banking Services.
- d) The Customer is responsible for the accuracy of information submitted to the Bank and the Bank shall not bear any liability for any loss or damage arising from any erroneous or insufficient information provided to the Bank.
- e) The Customer undertakes to execute any additional documents that may be required by the Bank prior to providing any existing/modified/additional Service under the Online Banking Services. Where a Customer fails to comply with such requirements, the Customer shall not be eligible for such existing, enhanced or modified Online Banking Services and the Bank will be entitled to withdraw the Online Banking Services provided earlier.
- f) The Customer shall ensure sufficient drawing balance in the Account relating to the Online Banking Services, before making any payment or Funds Transfer. If for any reason, the Account is overdrawn by use of the relevant Online Banking Service, the Customer shall be responsible for immediately making up the deficit by a direct payment or transfer of funds from any other Account. Failure to comply with this condition shall entitle the Bank to cancel the Online Banking Services and to recover or set-off any outstanding amounts and Charges from the Customer in a manner deemed appropriate by the Bank.

10. Liability of the Bank:

The Customer agrees that the Online Banking Services are provided exclusively for the benefit of the Customer. The Bank shall not be held liable in any manner or form, for providing the Online Banking Services, including but not limited to, any of the following:

- a) If the Customer is unable to access and/or utilize the Online Banking Services due to any reason beyond the Bank's control including any technical, communication or network malfunction or breakdown;
- b) For any loss or damage that may arise or be incurred directly or indirectly by reason of the Bank carrying out the Customer's Transactions or Instructions or from any malfunction or failure of the Online Banking Services.
- c) For any change, alteration, additions or deletions to these Terms and Conditions, the Online Banking Services, the systems of operation of the Online Banking Services or the daily Cut-off Times;
- d) For any partial, incomplete, late or failed Funds Transfer, remittances, account sweep or Bill Payments to any payee/Beneficiary nominated under the Online Banking Services due to any reasons beyond the Bank's control; or
- e) Any person who has not been authorized by the Customer purporting to be a User or otherwise accessing or utilizing the Online Banking Services on behalf of the Customer by providing accurate logon and user authentication credentials.

11. Indemnity by the Customer:

The Online Banking Services are provided entirely at the risk of the Customer and the Customer agrees to indemnify, defend and hold harmless the Bank, its Service Providers, affiliates, partners, officers, directors, employees and agents from any and all claims, liability, damages and/or costs (including, but not limited to, attorney's fees) arising from:

- a) The Customer's use of the Online Banking Services;
- b) The Bank's reliance on any information, Instruction, license and/or authorization provided by the Customer or a User under or pursuant to these Terms and Conditions;
- c) The Customer's or the User's violation of the Terms and Conditions or its/his/her infringement, or infringement by the User or any other user of the Accounts, of any Intellectual Property or other right of any person or entity;

- d) The Bank acting on the Instructions;
- e) Any damage to the IT systems of the Customer or any third party;
- f) The Customer's or a User's misuse/improper use / access of the Online Banking Services or Login Credentials; or
- g) Any failure by the Bank to provide any or all of the facilities available under the Online Banking Services attributable, either wholly or partly, to reasons beyond the Bank's control, including any technical malfunction/breakdown.

The Bank does not guarantee the accuracy, completeness and timeliness of information set out or included on the Online Banking Services and any information set out or included through the Online Banking Services is subject to amendment, variation and change from time to time.

12. Responsibility for Errors:

The Customer understands and agrees that the Bank will rely on the information provided by the Customer or a User (as applicable) and the Customer authorizes the Bank to act on any Instructions, which have been or reasonably appear to have been sent by the Customer or a User, to submit transfer, remittances or make payment Instructions on the Customer's behalf. The Customer understands that third party financial institutions receiving the transfer / payment instructions may rely on such information. The Bank is not obliged to take any further steps to confirm or authenticate such Instructions and will act on them without requesting any further confirmation. The Customer understands that if the Customer or a User provides the Bank with incorrect information or if there is any error in the Customer's or User's Instruction / information, the Customer accepts full responsibility for losses resulting from any of errors, duplication, ambiguities or fraud in the information that is provided by the Customer. The Customer agrees not to, and will ensure that the User will not, impersonate any person or use a name that the Customer or the User is not authorized to use. If any information provided by the Customer or a User is untrue, inaccurate, not current or incomplete, without limiting other remedies, the Bank reserves the right to recover from the Customer any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information. In any event, the Bank is not responsible for errors, delays and other problems caused by or resulting from the action or inaction of any third party for transfers / payments instructions. The Customer understands that any such errors, delays or other problems are the responsibility of the relevant third party. The Bank does not guarantee that the Customer's infrastructure will ensure connectivity to the Bank's electronic network.

13. Service Charges:

When completing a transfer, remittances, Pay Bills, Service requests or using any Online Banking Services, certain Charges will apply. The Customer agrees and undertakes to pay the Charges for the use of the Online Banking Services and the Bank shall directly debit the Account with the applicable Charges for any Transaction executed or services utilized under the Online Banking Services. Such Charges shall be as per the Bank's schedule of fees, commissions and charges, which is available as a link to the Customer at all times for the Online Banking Services.

The Bank may change the amount of the applicable Charges from time to time at its discretion. The Customer agrees that if for any reason the Charges for any of the Online Banking Services are not collected from the Account, the Bank has the right to decline any Service request.

The Bank reserves the right to charge a fee for the use of its Online Banking Services and any additional services or features that the Bank may introduce. The Customer understands and agrees that the Customer is responsible for paying any and all the fees associated with usage of the Online Banking Services.

14. Limitation of Liability and Warranty:

- a) The Customer understands and expressly agrees that use of the Online Banking Services including any material and / or data download or otherwise obtained through the use of the Online Banking Services is downloaded or obtained at the Customer's own risk and the Customer will be solely responsible for any damages, including without limitation damage to the Customer's computer system or loss of data that results from the download or the obtaining of such material and/or data.
- b) Except as expressly set forth in these Terms and Conditions, the Bank disclaims warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement of Intellectual Property or third party rights, and the Bank makes no warranty or representation regarding the accuracy or reliability of any information including such information as retrieved by the Customer from the Account or any results that may be obtained from the use of the Online Banking Services, or that the Online Banking Services will meet requirements of all users, be uninterrupted, timely, secure or error free.

- c) Except as described in these Terms and Conditions, the Bank will not be liable for any direct, indirect, incidental, special, consequential or punitive damages of any kind resulting from the use of or the inability to use the Online Banking Services, any inaccuracy of any information or amount retrieved by the Bank from the Account(s), any breach of security caused by the User or a third party, any Transactions entered into based on the Online Banking Services, any loss of, unauthorized access to or alteration of the Customer's transmissions or data or for the cost of procurement of substitute goods and services, including but not limited to damages for loss of profits, use, data or other intangibles, even if the Bank had been advised of the possibility of such damages.
- d) The Customer acknowledges and agrees that when the Bank and/or its Service Provider is effecting a transfer, remittance, Pay Bill or any other financial transaction from or to any of the Accounts, the Bank and/or its Service Provider (as applicable) is acting as the Customer's agent, and not as the agent or on behalf of any third party. The Customer agrees that the Bank, its affiliates, Service Providers and partners shall be entitled to rely on the foregoing authorization, agency and authority granted by the Customer.
- e) The Customer agrees that the Bank shall not be liable for any costs, fees, losses or damages of any kind incurred as a result of (1) the Bank's access to the Accounts; (2) our debit and/or credit or inability to debit and/or credit the Accounts in accordance with the Customer's Funds Transfer Instructions; (3) any inaccuracy, incompleteness or misinformation contained in the information retrieved from the Accounts; (4) any charges imposed by any provider of accounts; and (5) any Funds Transfer limitations set by the financial institutions or other providers of the Accounts.

15. Viruses and Technical Problems:

The Bank shall not be held liable for any harm caused by the transmission through the Online Banking Services, of a computer virus, or other computer code or programming device that might be used to access, modify, delete, damage, corrupt, deactivate, disable, disrupt, or otherwise impede in any manner the operation of the Online Banking Services or any of the Customer's software, hardware, data or property.

16. Right of the Bank to obtain information/verification:

The Bank and its Service Provider reserve the right to obtain such information as the Bank deems reasonably necessary to ensure that the Customer is not using the Online Banking Services in violation of law, including, but not limited to, laws and regulations designed to prevent money laundering or the transfer of funds to Accounts that are blocked by the regulators or under the laws and regulations applicable to money laundering, of the country of access to the Online Banking Services. The Customer undertakes to provide all or any information regarding the transfer and payments in order to comply with the applicable laws and regulations. The Customer shall be responsible for the prevention of money laundering and shall ensure compliance of the same.

The Customer understands and agrees that the Bank is required to detect, take necessary measures against and report to regulators any suspicious Transaction carried out through the Account.

17. No Unlawful or Prohibited Use:

As a condition of using the Online Banking Services, the Customer warrants to the Bank that the Customer and the User will not use the Online Banking Services for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of these Terms and Conditions or by any applicable laws or regulations in Bahrain or from any country from which the Customer uses the Online Banking Services. The Customer further warrants and represents that the Customer and the User will not use the Online Banking Services in any manner that could damage, disable, overburden, or impair the Online Banking Services or interfere with any other party's use and enjoyment of the Online Banking Services. Neither the Customer nor the User may obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Online Banking Services. The Customer agrees that these warranties and representations will remain in full force and effect even if these Terms and Conditions terminate for any reason.

18. Software

The Customer shall use and maintain hardware and software of sufficient quality and performance capability and shall use only the latest versions of Microsoft Internet Explorer and Firefox browsers. The Customer's failure to use these browsers may result in a higher security risk and/or result in reduced functionality of the Corporate Portal or the Corporate Portal failing to operate properly or at all. The software, if any, made available for download on or via the Corporate Portal is governed by license conditions that establish a legal relationship with the licensor. The Customer shall indemnify the Bank against any customer breach of these license conditions. The Bank gives no warranty and makes no representation, whether express or implied, as to the quality or fitness for purpose of the use of such software.

No Warranty, whether expressed or implied, is given by the Bank that any files, downloads or applications available via the Corporate Portal are free of Malware, viruses, Trojans, time-locks or any other data or code which has the ability to corrupt or affect the operation of the Customer's computer, database, network or other information system.

19. Intellectual Property Rights:

- a) The Customer acknowledges that the Bank or the Service Provider is the owner of or has the right and ability to provide access to the Intellectual Property rights to the Customer for the purposes of these Terms and Conditions.
- b) The Customer acknowledges and agrees that any and all Intellectual Property rights in and relating to the implementation of these Terms and Conditions, which have been produced by or for the Bank shall constitute the property of and shall automatically belong to the Bank, irrespective of its use in connection with these Terms and Conditions and the Bank shall have the absolute right to utilize the Intellectual Property to its benefit and advantage and to alter and/or improve any element or component thereof in any manner it deems fit at all times.
- c) The Customer acknowledges and agrees that he/she obtains no right or interest in the Intellectual Property rights by virtue of these Terms and Conditions.
- d) In relation to the Intellectual Property rights which are the subject of these Terms and Conditions the Customer shall abide by the following:
 - The Customer shall not sell, give, grant, assign or in any way dispose or attempt to dispose of the Intellectual Property rights to any third party;
 - The Customer shall not register or apply for registration of any Intellectual Property rights in Bahrain or in any other country; or
 - The Customer shall not in any way infringe the Intellectual Property rights;
- e) The Customer agrees to notify the Bank as soon as it is aware of any infringement of the Bank's Intellectual Property rights or becomes aware of or suspects any unauthorized third party access to or use of Intellectual Property rights.
- f) In case of the Customer's violation of or infringement of the Intellectual Property rights by any means without the Bank's prior written and documented consent, the Bank shall be entitled to take any legal action against the Customer and seek compensation for such infringement and / or serve a written notice to the Customer for termination of these Terms and Conditions.
- g) The obligations of the Customer in this clause shall continue in force notwithstanding termination of these Terms and Conditions for whatsoever reason.
- h) The Customer acknowledges and agrees that any and all Intellectual Property rights in and relating to the implementation of these Terms and Conditions and all materials, documentation of the Online Banking Services and subsequent amendments including user guidelines in any form for use in connection with the implementation of these Terms and Conditions shall constitute the property of the Bank. The Customer agrees to treat at all times, the access rights, documentation, Intellectual Property or any other information related to the Online Banking Services as strictly private and confidential. The Customer shall have no right, without the prior written consent of the Bank (which may be withheld) to use, copy reproduce disclose or permit any other person or business entity to use or have access to such Intellectual Property.

20. Electronic Communications:

- a) The Online Banking Services are an electronic, internet-based service. Therefore, the Customer understands and agrees that these Terms and Conditions will be entered into electronically, and that the following categories of information ("Communications") may be provided by the Bank to the Customer, by electronic means:
 - These Terms and Conditions and any notices, amendments, modifications or supplements to it.
 - Records of transfers, payments and other Transactions carried out through utilizing the Online Banking Services, including without limitation confirmations of individual transactions.
 - Any initial, periodic or other disclosures or notices provided in connection with the Online Banking Services, including without limitation those required by law.
 - Any Customer service communications including, without limitation, communications with respect to claims of error or unauthorized use of the Online Banking Services.
 - Any other communication related to the Online Banking Services.
- b) Although the Bank reserves the right to provide Communications in paper format at any time; the Customer agrees that the Bank is under no obligation to do so. All Communications in either electronic or paper format will be considered to be "in writing". The Customer should print a paper copy of any important electronic Communication and retain the copy for their records.

- c) The Customer agrees to promptly update its registration records, if the Customer's e-mail address or other information changes.
- d) Communications may be posted on the pages of the Service, the Corporate Portal or any other website of the Bank disclosed to the Customer and/or delivered to the e-mail address provided by the Customer. Any electronic Communication (including e-mails) will be deemed to have been received by the Customer when the Bank sends it to the Customer, irrespective of whether the Customer receives the e-mail. If the Communication is posted on the Service, then it will be deemed to have been received by the Customer whether or not the Customer retrieves the Communication. An electronic Communication by e-mail is considered to be sent at the time that the Bank's e-mail server directs it to the appropriate email address. An electronic Communication made by posting on the pages of the Service is considered to be sent at the time it is publicly available. The Customer agrees that these are reasonable procedures for sending and receiving electronic Communications.
- e) In order to access and retain Communications, the Customer must have an e-mail account and e-mail software capable of reading the Bank's E-mails.

21. Permission for hyperlinks, deep linking, crawlers and metatags

The Customer is not authorized to establish a hyperlink, frame, metatag or similar reference, whether electronically or otherwise (collectively referred to as linking), to the Corporate Portal or any subsidiary pages before receiving the Bank's prior written approval, which may be withheld or granted subject to the conditions the Bank may specify from time to time.

An application for linking must be submitted to nbb@nbbonline.com.bh. Once the application is received the Bank will endeavor to respond and enter into further discussions with the Customer. If the Customer has not received a written response from the Bank within seven Business Days, consider, the Customer's application shall be treated as having been rejected.

Breach of these conditions entitles us to take legal action without prior notice to you and you agree to reimburse the costs associated with such legal action to us on an attorney and own client scale.

22. No Liability for failure to complete transaction through Online Banking Services:

The Bank does not guarantee good and timely execution of Transactions and will not be liable for any direct, indirect, incidental, special or consequential damages if the Bank's failure to complete any Transaction under the Online Banking Services, which was not intentional and resulted from a bona fide error; notwithstanding the Bank's procedures to avoid such error.

The Bank shall not be obligated to inform the Customer of a failure to effect any payment or execute any Transaction for any reason. The Bank may at any time request from the Customer's written confirmation of submitted Transactions. The Customer declares that none of its Transactions shall contribute to the laundering of criminal proceeds and the Customer assumes responsibility for the authenticity and lawfulness of its Transactions.

23. Suspensions, Reinstatement of any facilities or use of Online Banking Services:

In the event that the Bank at any time incurs a problem with the Customer's use of any facilities under the Online Banking Services, including without limitation a failure in attempting to debit any of the Accounts or to collect with respect to any of transfers or payments, without limiting any other right or remedy that the Bank may have under these Terms and Conditions or otherwise, the Bank reserves the right to suspend the Customer's right to use the Online Banking Services, immediately and without prior notice to the Customer. The Customer understands and agrees that such action is reasonable for the Bank to take in order to protect the Accounts and the Bank from loss. In the event of such suspension, the Customer may request reinstatement of the facilities by contacting the Bank using any of the methods provided for under these Terms and Conditions.

24. Change in Services:

The Customer agrees that the Bank may at its absolute discretion amend these Terms and Conditions, the Online Banking Services or any one of the Services, use of some or all Accounts within the Online Banking Services, at any time with or without notice, without liability to the Bank. The Customer agrees that if the Customer continues to use any Service after any such change, the Customer will be deemed to have accepted the changes and will be bound by these Terms and Conditions, as amended. The latest version of these Terms and Conditions is available on the Corporate Portal.

The Customer agrees that the Bank has the right to discontinue/ withdraw any or all of the facilities under the Online Banking Services, without assigning any reason. If the Customer does not accept and agree to the changes to these Terms and Conditions, or if at any time the Customer wishes to discontinue the use of the Online Banking Services, the Customer is required to notify the Bank in writing through e-mail or by post and in any event the Customer will not be entitled to use the Services.

25. Discontinuation/Termination of Services:

The Bank reserves the right to discontinue or terminate the Online Banking Services and the Customer's right to use the Online Banking Services at any time and for any reason, including without limitation if the Bank, in its sole judgment, believes that the Customer or a User is engaged in activities that violate any of the terms under these Terms and Conditions or the rights of the Bank and/or the Bank's Service Provider; or if the Customer or a User provides the Bank with false or misleading information or interferes with other users or the administration of the Online Banking Services. It is a condition precedent for use of the Online Banking Services that the Customer maintains an Account with the Bank. In the event where the banking relationship is terminated for any reason or in the event of any breach of the Terms and Conditions contained herein, the Bank shall be entitled forthwith to cancel the Online Banking Services. In case the Customer wants to terminate the Online Banking Services, the Customer needs to provide a minimum of 10 Business Days' written notice to the Bank to affect this termination request. The Bank can terminate the Online Banking Services irrespective of whether there are any outstanding Transactions or Instructions for execution. The Bank has the right to receive all payments /charges etc. becoming due up to the termination date and the right to deduct these from any sum payable by the Bank to the Customer.

a) Waiver

No forbearance, neglect or waiver by the Bank in the exercise or enforcement of any right or remedy arising from any of these Terms and Conditions will prejudice the Bank's right thereafter to strictly enforce the same. No waiver by the Bank will be effective unless it is in writing.

b) Variations

The Customer is deemed to have read, understood and agreed to be bound by these Terms and Conditions. At any time, the Bank may change, add, amend, supersede or supplement any or all of the provisions of these Terms and Conditions. The Bank will publish electronically on the Online Banking Site any amendments to these Terms and Conditions and such amendments will be effective from the date such changes are notified to all Customer. However, such changes are deemed to be binding on the Customer whether or not the Customer has received specific notice in person of such amendments.

c) Severability

If any provision in these Terms and Conditions is found to be unenforceable, invalid or illegal, such provision will be deemed to be deleted and the remainder of these Terms and Conditions will be unaffected by such unenforceability, invalidity or illegality.

d) Force Majeure

The Bank shall not be liable for its inability to deliver Online Banking Services on convertibility or transferability, requisitions, involuntary transfers, acts of war or civil strike or other similar causes beyond the Bank's control. In such event neither the Bank nor any of its branches, subsidiaries or affiliates shall be responsible or liable to the Customer for such inability to deliver any or all of the Online Banking Services.

e) Assignment

The Bank may, without any prior notice to the Customer, at its own discretion assign the whole or any part of its rights and obligations under these Terms and Conditions. The obligations of the Customer under these Terms and Conditions may not be assigned in whole or in part, without a prior written consent of the Bank.

f) Records

The Bank is entitled to record all Instructions, Communication with the Customer and messages and/or Instructions sent to the Bank electronically or otherwise and other Transactions conducted by or through any such medium. The Bank's record of all such Communications, conversations, Instructions, messages and Transactions will be conclusive and binding on the Customer for all purposes.

g) Notices

Save as otherwise provided in these Terms and Conditions, any demand or Communication made by the Bank under these Terms and Conditions will be in writing in English and sent to the address given by the Customer (or such other address as the Customer may notify the Bank from time to time) and, if posted, will be deemed to have been served on the Customer on the date of posting.

h) Headings

The clause headings in these Terms and Conditions are only for convenience and do not affect the meaning of the relative terms.

26. Governing Law and Jurisdiction:

- a) These Terms and Conditions shall be governed by and construed in accordance with the laws and regulations of Bahrain, as applicable from time to time and the Bank and the Customer hereby irrevocably submits to the exclusive jurisdiction of the courts of Bahrain to hear and determine any suit, action or proceeding and to settle any disputes which may arise out of or in connection with these Terms and Conditions.
- b) The Customer irrevocably waives any objection which it might now or hereafter have to the courts referred to in this clause being nominated as the forum to hear and determine any suit, action or proceeding and to settle any disputes which may arise out of or in connection with these Terms and Conditions made hereunder and agrees not to claim that any such court is not a convenient or appropriate forum.

Submission to the jurisdiction of the courts of Bahrain shall not limit the right of the Bank to bring proceedings against the Customer in any other court of competent jurisdiction nor shall taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.