



## Terms & Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING AND USING AL SALAM BANK'S WORKSPACES PORTAL, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET OUT BELOW. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS YOU MUST EXIT THIS PORTAL IMMEDIATELY.

For the purpose of these terms and conditions and any subsequent communications, the following Capitalized words shall have the meanings ascribed to them, unless the context otherwise requires:

- **"Account(s)"** means the account(s) opened with Al Salam Bank by the Client, whether through the Digital Platform or any other channel made available by Al Salam Bank, and includes, but is not limited to, current accounts, Danat accounts and any other account that may be added by Al Salam Bank from time to time.
- **"Al Salam Bank"** (also 'we', 'us', 'our') means Al Salam Bank B.S.C., a company incorporated under the laws of the Kingdom of Bahrain with its registered office address at P.O. Box 18282, Manama, Kingdom of Bahrain and where the context so admits shall include its successors and assigns.
- **"Applicable Laws"** means all laws, rules, statutes, codes, permits, regulations, published standards, judgments, writs, injunctions or rulings, published regulatory bulletins or orders or decrees of the Kingdom of Bahrain, including, but not limited to, any published guidance or policies issued by the Central Bank of Bahrain, that apply to Al Salam Bank.
- **"Application Form"** means the application form duly filled by the Client (or the Authorized User(s), where applicable) which, inter alia, allows the Client (and/or the Authorized User(s)) to avail the Service and, where applicable, outlines the powers and authorities of the Authorized User(s) when performing any of the Services on behalf of the Client.
- **"Authenticator"** means the Username, its password and any other means of verifying the identity of the Client (and/or Authorized User(s)) that Al Salam Bank may require or put in place from time to time (such as Google Authenticator or any other enhanced security app that generates time sensitive codes as part of a two-factor authentication process).
- **"Authorized User(s)"** means the user(s) who has/have been duly authorized by the Client pursuant to the Application Form (along with a resolution in the case the Client is a legal entity) to receive access to the Digital Platform and perform any of the Services on behalf of the Client in accordance with their authorities as set out in the Application Form and may include a viewer, maker, checker, admin and/or superuser.
- **"Banking Services Agreement"** means Al Salam Bank's general terms and conditions governing the use of the Account(s).
- **"Client"** (also 'you', 'yours', 'yourself') means a current/prospective client of Al Salam Bank who intends to access the Digital Platform and avail the Service.
- **"Digital Platform:"** means the digital platform labeled as 'Workspaces' (as may be amended from time to time) offered by Al Salam Bank to the Client (and/or its Authorized User(s)) where the Client (and/or its Authorized User(s)) may carry out the Services.
- **"Schedule of Service Charges"** means the schedule listing Al Salam Bank's various charges which it charges the Client and the minimum balance required for the Accounts, as may be amended from time to time and posted in Al Salam Bank's branches, Website and/or any other medium determined by Al Salam Bank.
- **"Service"** means the services that the Client (and/or its Authorized User(s)) may carry out on the Digital Platform such as viewing the Account(s) balance, Account(s) transactions, initiate payments/transfer of funds and any other service as Al Salam Bank may decide to make available from time to time. The availability/non-availability of a particular service shall be communicated to the Client (and/or its Authorized User(s)) as may be deemed fit by Al Salam Bank. The Service may be provided by Al Salam Bank directly or through its associates or contracted service providers.
- **"Personal Information"** means any information provided by the Client (and/or its Authorized User(s)) to Al Salam Bank including any information of the Client (and/or its Authorized User(s)) which constitutes personal data under the PDPL.
- **"PDPL"** means the Kingdom of Bahrain's Law No. (30) of 2018 with respect to Personal Data Protection Law.
- **"Terms"** means the terms and conditions stipulated herein for use of the Digital Platform and availing the Service, as amended from time to time.
- **"Website"** (also 'www.alsalambank.com') means any internet site created, operated and/or maintained on Al Salam Bank's behalf through which you (and/or your Authorized User(s)) may access the Service.
- **"Username"** means the user identification specified by the Client (and/or its Authorized User(s)) during the registration process which will be used by the Client (and/or its Authorized User(s)) in conjunction with the password when using the Service.

1. **Accepting the Terms:** The Client (and its Authorized User(s), where applicable) hereby agrees to the Terms. Additionally, each time that the Client (and/or its Authorized User(s)) uses the Digital Platform, the Client (and/or its Authorized User(s)) affirms its acknowledgement of, and agreement to, the Terms and also represent and warrant that all information provided to us in connection with the Digital Platform is accurate, current and complete, and you/your Authorized User(s) have the right to provide such information to us for the purpose of operating the Digital Platform. The Client further agrees that it will not (and will procure that its Authorized User(s) do not) misrepresent its identity, its account information or any other information it (or the Authorized User(s)) submits using the Digital Platform. Al Salam Bank reserves the right to change these terms and conditions at any time with notice and your (or your Authorized User(s)) continued use of the Digital Platform shall be deemed as an acceptance of such changes.
2. **Applicability of Terms:** These Terms constitute a contract between the Client and Al Salam Bank for accessing the Digital Platform and availing the Service. By applying for access to the Digital Platform and/or availing the Service, the Client acknowledges and accepts these Terms and undertakes to adhere and comply with the obligations, duties and responsibilities the Terms impose on the Client. Notwithstanding anything contained herein, all terms and conditions pertaining to the Accounts, including but not limited to the Banking Services Agreement, shall continue to be applicable to the Account(s) provided in the event of a conflict in the Banking Services Agreement and the Terms, the Banking Services Agreement shall have overriding effect to that extent. These Terms will be in addition to and not in substitution of the Banking Services Agreement and terms and conditions relating to any Account of the Client. The Client also undertakes to ensure that its Authorized User(s) (if any) comply with and adhere to the content of these Terms.
3. **Documents Required to Access the Digital Platform and Avail the Service:** A Client who wishes to access the Digital Platform and avail the Service shall submit to Al Salam Bank all the necessary documentation through the Digital Platform (or through any other channel/medium Al Salam Bank makes available for this purpose) that Al Salam Bank may require to its satisfaction. Such documents include but are not limited to constitutional documents, Identity Cards, driver's licenses and any other document that Al Salam Bank may require from time to time. The Client undertakes to submit (or procure to be submitted) updated Know Your Customer (KYC) documents to Al Salam Bank on an annual basis. Al Salam Bank may, at its absolute discretion and/or for any regulatory purposes, require the Client to provide/submit (or procure to be provided/submitted) any such updated documents at any time without assigning any reasons for such request. In the event of any failure to provide such documents, Al Salam Bank may suspend and/or restrict the access to the Digital Platform and/or the operation of the Service until such documents are provided. Al Salam Bank may close all Accounts, suspend and/or restrict the access to the Digital Platform and/or the operation of the Service if the Client (and/or the Authorized User(s)) fails to submit the documents upon expiry of notice period given by Al Salam Bank. In addition to the supporting documentation and information required by Al Salam Bank, the Client shall fulfil (and shall procure that the Authorized User(s) fulfil, where required) the criteria that may be prescribed by Al Salam Bank from time to time and communicated to the Client (and/or its Authorized User(s)) at the time of availing the Service or thereafter. The Client shall notify Al Salam Bank immediately in writing of any change including, but not limited to, address alteration, change in Tax status with regards to FATCA/CRS or in relation to a Politically Exposed Person (PEP). Such changes, amendments or termination shall only be binding upon Al Salam Bank after the supporting documents have been duly submitted and registered in Al Salam Bank's records.
4. **Client Representations and Warranties:** The Client represents and warrants that:
  - i) in the event it is a legal entity, it is a duly organized and validly existing legal entity under its jurisdiction;
  - ii) it has the full power and authority to accept these Terms and perform the obligations these Terms imposes onto it;
  - iii) it shall comply with all Applicable Laws and maintain, at all times, all necessary approvals, authority, consents and licenses required to allow it and its Authorized User(s) to access the Digital Platform;
  - iv) it shall provide to Al Salam Bank in a timely manner all documents, information, items and materials in any form (whether owned by the Client or a third party) required pursuant to these Terms or otherwise as may be reasonably required by Al Salam Bank in connection with the Services and ensure that they are accurate and complete;
  - v) immediately notify Al Salam Bank in writing once any details of the documents/information/materials provided in accordance with Clause 4(iv) become inaccurate or incomplete;
  - vi) it has read, understood and agreed to the Terms and the risks associated with availing the Services and/or using the Digital Platform; and
  - vii) it shall not use, or allow the use of, the Digital Platform in any manner that: (a) contravenes any laws, regulations or rules to which it is subject to; (b) is defamatory, illegal, unlawful or infringes any intellectual property rights; and (c) could introduce a virus or disruptive program which may lead to the Service being unavailable to others.
5. **Service Access:** The Client (and/or its Authorized User(s)) must activate and verify its profile prior to gaining access to the Digital Platform in the manner and/or in accordance with the requirements and criteria set forth by Al Salam Bank (whether in the Digital Platform itself, the Application Form or any other channel/medium Al Salam Bank makes available for this purpose). The Client shall take (and shall procure that the Authorized User(s) take) all necessary precautions to prevent unauthorized and illegal use and access of the Digital Platform/Service.
6. **Username, Authenticator:** The Client acknowledges, represents, warrants and undertakes that:
  - i. the Client (and, if applicable, the relevant Authorized User(s)) is/are the exclusive owner of the relevant Username and is/are the only authorized user of the Authenticator and accepts responsibility for use, confidentiality and protection of the Authenticator, as well as for all orders and information changes using such Authenticator;

- ii. the Client grants express authority to Al Salam Bank for carrying out any requests and instructions received via the Username;
- iii. the Client shall create (and shall, where applicable, procure that the Authorized User(s) create) a password in combinations of number of letters/digits or in a manner as may be indicated by Al Salam Bank from time to time;
- iv. the Client shall not permit (and shall, where applicable, procure that the Authorized User(s) do not permit) any unauthorized person to access the Digital Platform;
- v. the Client shall maintain (and shall, where applicable, procure that the Authorized User(s) maintain) the secrecy of all information of confidential nature (including, but not limited to, the Authenticator) and shall ensure (and shall, where applicable, procure that the Authorized User(s) ensure) that the same is not disclosed to any person voluntarily, accidentally or by mistake;
- vi. it shall comply (and shall, where applicable, procure that the Authorized User(s) comply) with such guidelines, instructions or terms as Al Salam Bank may prescribe from time to time with respect to the password;
- vii. Al Salam Bank shall not be liable for any loss or damage that may arise as a result of any failure by the Client and/or Authorized User(s) to maintain the secrecy/confidentiality of the Authenticator;
- viii. if the Client and/or the Authorized User(s) become aware, or is of the view, that an unauthorized individual is in possession of the Authenticator, then the Client and/or the Authorized User(s) shall immediately notify Al Salam Bank in writing following which, Al Salam Bank shall take reasonable measures to suspend access to such user;

7. **Usage of Service execution:** For the purpose of accessing the Digital Platform and availing the Services, the Client/Authorized User(s) would need to have legal and valid access to the internet.

The information provided to the Client and/or its Authorized User(s) through the Digital Platform may not be updated continuously but at regular intervals. Consequently, any information supplied to the Client and/or its Authorized User(s) through the Digital Platform will pertain to the date and time when it was last updated and not as the date and time when it is supplied to the Client and/or its Authorized User(s).

The Client acknowledges and agrees that (and shall, where applicable, procure that the Authorized User(s) acknowledge and agree that) Al Salam Bank shall not be liable for any loss that the Client and/or its Authorized User(s) may suffer by relying on or acting on such information including but not limited to information relating to third party transactions conducted through the Digital Platform, funds transfers, etc.

Al Salam Bank may keep its records of the transactions carried out, or instructions received, via the Digital Platform in any form it wishes. The Client acknowledges and agrees that (and shall, where applicable, procure that the Authorized User(s) acknowledge and agree that) Al Salam Bank's records shall, in the absence of manifest error, be binding as the conclusive evidence of the genuineness and accuracy of the transactions carried out and/or the instructions received through the Digital Platform.

Any request/instruction for any service, which is offered as a part of the Services, shall be binding on the Client as and when Al Salam Bank receives such request/instruction. However, if any request/instruction for a service is such that it cannot be given effect to unless it is followed up by requisite documentation and/or approval/verification on the part of the Client and/or the relevant Authorized User(s), Al Salam Bank shall not be required to act on such request/instruction until it receives the required documentation/approval/verification from the Client and/or the relevant Authorized User(s) to Al Salam Bank's satisfaction. Nevertheless, pending execution and receipt of such documentation/approval/verification Al Salam Bank may, at its sole discretion, decide to give effect to the request for any service and the Client in such an event, hereby agrees to expressly hold Al Salam Bank harmless and fully indemnified against any and all liabilities, actual costs, damages, claims, consequences, whatsoever arising out of such action by Al Salam Bank.

8. **Funds Transfer Service:** For transferring funds to a third party using the Service, the User and/or the Authorized User(s) will have to register the beneficiary in a manner prescribed by Al Salam Bank. With regards to the beneficiary, the Client accepts that it will be responsible for providing the correct account information (whether provided by itself or through the Authorized User(s)).

Al Salam Bank shall not be liable for any omission to effect fund transfers or delay the in transfer of funds due to circumstances beyond its control.

If fund transfer services are made available to the Client, then funds may be transferred by the Client (and/or its Authorized User(s)) from any of its Account(s) to other account(s) belonging to third parties maintained at Al Salam Bank and/or with any other bank as Al Salam Bank may decide in its sole discretion. Al Salam Bank shall specify from time to time the limit for carrying out various kinds of funds transfer or any other services through the Digital Platform.

Al Salam Bank may, without referring to the Client, debit the Accounts with any fees, charges or commissions due to Al Salam Bank for any transactions and/or services provided via the Digital Platform as set forth in its Schedule of Service Charges (as may be amended from time to time) or as may be announced by Al Salam Bank directly or through any of its channels.

9. **Instructions:** All instructions by the Client and/or Authorized User(s) for the Services shall be given through the Digital Platform. The Client shall, at all times, remain responsible for the accuracy and authenticity of the instructions the Client and/or Authorized User(s) provides Al Salam Bank with. Al Salam Bank shall not be required to independently verify the instructions, and the instruction shall remain effective till such time the same is countermanded by subsequent instructions issued by the Client and/or the relevant Authorized User(s). The Client acknowledges and agrees that Al Salam Bank shall have no liability if it does not or is unable to prevent the implementation of an instruction which is subsequently countermanded or there is a delay in execution thereof for any reason whatsoever. Where Al Salam Bank considers the instructions to be inconsistent or contradictory, the Client acknowledges and agrees that Al Salam Bank may, but is not obliged to, seek clarification from the Client and/or Authorized

User(s) before acting on any instruction or act upon any such instruction as it may deem fit, nor is Al Salam Bank obliged to verify the Client and/or Authorized User(s) instructions given through the Digital Platform. Al Salam Bank reserves the right to refuse to comply with the Client and/or Authorized User(s) instructions without assigning any reason and shall not be under any duty to assess the prudence or otherwise of any instruction and has the right to suspend the operations through the Digital Platform if it has reason to believe that the Client and/or Authorized User(s) instructions will lead and/or expose Al Salam Bank to direct or indirect losses or may require an indemnity from the Client before continuing to process such instruction(s) through the Digital Platform. The Client acknowledges and agrees that any instruction, order, direction, request entered using the password of the Authorized User(s) shall be deemed to be an instruction, order, directive, request received from the Client with the sole responsibility of the Client therefor. The Client understands (and shall, where applicable, procure that the Authorized User(s) understand) that entering an instruction, direction, order, and request with Al Salam Bank, either electronically or otherwise, does not guarantee execution of such instruction, direction, order, request. Al Salam Bank shall not be deemed to have received any instruction, direction, order, request electronically transmitted by the Client until the Client/Authorized User(s) receive(s) Al Salam Bank's confirmation of receipt of such instruction, direction, order, request, as the case may be. Al Salam Bank may without any further express authorization from the Client, debit any Account for the amount of any or all actual losses, claims, damages, expenses or other amounts which Al Salam Bank may suffer, sustain or incur as a consequence of acting upon the instructions of the Client and/or the Authorized User(s) and/or for any processing charges from time to time set by Al Salam Bank on the satisfaction of such conditions as Al Salam Bank may from time to time specify

10. **Maintenance of Sufficient Balance:** Al Salam Bank may, subject to the regulations of the Central Bank of Bahrain, prescribe initial deposit/minimum balance requirements for opening and/or maintaining the Account(s) and the Client agrees that the credit balance in the Account(s) will not fall below the minimum amount prescribed in the Schedule of Service Charges (as may be amended by Al Salam Bank from time to time). The Client shall ensure that there are sufficient funds in any of their Accounts for transactions to be carried out through the Digital Platform and acknowledges that Al Salam Bank shall not be liable for any consequences arising out of its failure to carry out the instructions due to the inadequacy of funds, provided that Al Salam Bank shall at its sole discretion be entitled to carry out/reject any instructions without seeking the Client's prior approval.

The Client acknowledges that Al Salam Bank may levy service charges for the use of the Digital Platform and the Services associated therewith which will be notified by Al Salam Bank to the Client from time to time. Any change in such service charges will be notified to the Client. The Client irrevocably and unconditionally authorizes Al Salam Bank to recover all charges related to the Digital Platform/Services as determined by Al Salam Bank from time to time by debiting any one of the Accounts.

11. **Authority to Al Salam Bank for the Service:** The Client acknowledges and agrees that (and shall, where applicable, procure that the Authorized User(s) acknowledge and agree that) Al Salam Bank shall have no obligation to verify the authenticity of any transaction/instruction received or purported to have been received from the Client and/or the Authorized User(s) through the Digital Platform or purporting to have been sent by the Client and/or the Authorized User(s) other than by: (i) means of verification of the Username and password; and (ii) having the relevant Authorized User approve/verify such transaction/instruction.

The Client acknowledges and agrees that (and shall, where applicable, procure that the Authorized User(s) acknowledge and agree that) while Al Salam Bank shall endeavor to carry out the instructions promptly, Al Salam Bank shall not be responsible for any delay in carrying out the instructions for any reason whatsoever, including due to failure of operational systems and/or any requirement of law.

The Client acknowledges and agrees that (and shall, where applicable, procure that the Authorized User(s) acknowledge and agree that) Al Salam Bank shall in no way be held responsible or liable if the Client (and, if applicable, the Authorized User(s)) incurs any loss as a result of information being disclosed by Al Salam Bank regarding its Account(s) or carrying out the instruction of the Client and/or the Authorized User(s) given through the Digital Platform and the Client undertakes to fully indemnify Al Salam Bank and hold it harmless in respect of the same.

12. **Accuracy of Information:** The Client shall, at all times, remain responsible for the correctness of information supplied to Al Salam Bank through the Digital Platform or through any other means such as electronic mail or written communication (irrespective of whether such information was provided by the Client or the Authorized User(s)). The Client acknowledges and agrees that Al Salam Bank accepts no liability for the consequences arising out of erroneous information supplied by the Client and/or the Authorized User(s). If the Client and/or the Authorized User(s) notices an error in the information supplied to Al Salam Bank either in the Digital Platform, Application Form or any other communication, the Client and/or the Authorized User(s) shall immediately notify Al Salam Bank in writing and Al Salam Bank will endeavor to correct the error wherever possible on a "reasonable efforts" basis. In no case will Al Salam Bank be held liable for any erroneous transactions incurred or arising out of/relating to the Client and/or the Authorized User(s) providing any information which may be incorrect, incomplete, undecipherable, or unreadable.

13. **Liability of the User and Al Salam Bank:** The Client acknowledges and agrees that (and shall, where applicable, procure that the Authorized User(s) acknowledge and agree that) Al Salam Bank shall not be liable for acting in good faith on any instructions which may have been sent from an unauthorised third party or in any other circumstances whatsoever occurring through the Digital Platform and the Client hereby irrevocably and unconditionally undertakes to indemnify and hold Al Salam Bank harmless against any action, suit, proceeding initiated against it by any third parties or for any actual loss, cost or damage incurred by it as a result thereof. The Client further acknowledges and agrees that (and shall, where applicable, procure that the Authorized User(s) acknowledge and agree that) Al Salam Bank shall under no circumstance be held liable to the Client (or its Authorized User(s), if any) if the Digital Platform is not available in the desired manner for any reason whatsoever including but not limited to any law, rule or regulation of any government, regulatory authority or any other authority in the relevant jurisdiction, natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason beyond the control of Al Salam Bank. Al Salam Bank shall not be responsible/liable for any direct or indirect losses or damages that may arise in relation to any risks associated with the E-statements being sent through electronic devices or the internet. Under no circumstances shall Al Salam Bank be liable for any direct or indirect losses or damages whatsoever and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever, whether sustained by the User or by any other person. Al Salam Bank shall also not be liable to the User for (i) the exercise by Al Salam Bank of its right to terminate the User's



and/or the Authorized Individuals' access to the Services, (ii) any damage to the User's credit character and reputation due to the termination or closure of any service afforded to the User and/or the Authorized Individuals, (iii) any delay or inability on Al Salam Bank's part to perform any of its obligations under these Terms because of any electronic, mechanical system, data processing or telecommunication defect or failure, Act of God, civil disturbance, strikes or any event outside its control or the control of any of its servants, agents or contractors

Illegal or improper use of the Digital Platform/the Services shall render the Client liable for payment of financial charges, costs incurred by Al Salam Bank and monetary damages as decided by a judicial authority and will result in the immediate suspension of access to the Digital Platform and/or the operations of the Service.

14. **Disclaimer of Warranties:** The Client expressly agrees that use of the Digital Platform/the Services is at its sole risk. The Digital Platform and the Services provided thereunder are provided on an "as is" and "as available" basis. Except as warranted in the Terms, Al Salam Bank expressly disclaims all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties such as data accuracy and completeness, and any warranties relating to non-infringement in the Digital Platform/the Services.

Al Salam Bank does not warrant that access to the Website, the Digital Platform and/or the Services shall be uninterrupted, timely, secure, or error free nor does it make any warranty as to the results that may be obtained from the Website/Digital Platform or use, accuracy or reliability of the Services. Al Salam Bank will not be liable for any virus that may enter the Client's (and/or its Authorized User(s)) system as a result of the Client's (and/or its Authorized User(s)) access and use of the Digital Platform and the Services provided thereunder. Al Salam Bank does not guarantee to the Client (and/or its Authorized User(s)) or any other third party that the Digital Platform will be virus free.

No representations or warranties are made by Al Salam Bank in relation to the accuracy, functionality or performance of any third party's software used with regards to the operation of the Website, the Digital Platform and/or the Services.

15. **Indemnity:** In consideration of Al Salam Bank providing the Client (and/or its Authorized User(s)) with access to the Digital Platform and avail the Services thereunder at its request, the Client, at its own expense, irrevocably and unconditionally undertakes and agrees to indemnify and hold Al Salam Bank, its officers, directors and employees, representatives, agents and/or the affiliates (the '**Indemnified Persons**'), as the case may be, harmless from and against any and all losses, liability and actual costs (including without limitation to legal fees and expenses) and expenses of whatever nature, if any, suffered, sustained or incurred by the Indemnified Persons whether directly or indirectly or by any of Al Salam Bank's successors in interest, administrators and assigns and howsoever arising, including but not restricted to the actual losses, damages, costs, charges and expenses arising out of or in connection with suits, claims, actions, demands, liabilities, proceedings of whatsoever nature made or brought or filed by or against the Indemnified Persons by whomsoever on a full indemnity basis which the Indemnified Persons may incur, sustain or suffer in connection with Al Salam Bank's execution of the Client's and/or the Authorized User(s) instructions or as a consequence or by reason of providing access to the Digital Platform and/or providing the Services or for any action taken or omitted to be taken by the Indemnified Persons, on the instructions of the Client and/or the Authorized User(s). Such indemnity includes but is not limited to losses and claims resulting from:

- (i) a violation of the Terms contained herein by the Client and/or the Authorized User(s);
- (ii) any deletions, additions, insertions or alterations to, or any unauthorized use of, the Digital Platform or the Services by the Client and/or the Authorized User(s);
- (iii) any misrepresentation or breach of representation or warranty made by the Client and/or the Authorized User(s) contained herein, in the Application Form or any other document shared with Al Salam Bank;
- (iv) any breach of any covenant or obligation to be performed by the Client and/or the Authorized User(s) hereunder;
- (v) the enforcement or protection of Al Salam Bank's rights and remedies against the Client and/or the Authorized User(s) pursuant to these Terms, or in obtaining or seeking to obtain payment of all or any part of the monies hereby agreed to be paid by the Client; or
- (vi) any change in any law, regulation or official directive which may have an effect on these Terms.

16. **Disclosure of Information:** The Client is aware that Al Salam Bank is required, for the purposes of providing the Services and/or by the laws of the Kingdom of Bahrain to hold and manage its (and, if applicable, the Authorized User(s)) Personal Information. Therefore, the Client agrees that Al Salam Bank and/or its affiliates/contractors may, in accordance with the PDPL and its data privacy policies, use its Personal Information for any purpose that Al Salam Bank may deem fit. The Client further agrees that Al Salam Bank and/or its affiliates/contractors may hold and process its Personal Information as well as for analysis, credit scoring and marketing. The Client also agrees that Al Salam Bank may disclose, in strict confidence and in accordance with the PDPL and its data privacy policies, to other institutions, the Personal Information as may be reasonably necessary for reasons inclusive of but not limited to participation in any telecommunication or electronic clearing network, in compliance with a legal directive, for credit rating by recognized credit scoring agencies, or for fraud prevention purposes. The Client also irrevocably and unconditionally authorizes and permits Al Salam Bank to disclose the Personal Information to Al Salam Bank's associates, partners, branches, advisors, auditors, assignees, agents, Bahrain Credit Reference Bureau and/or other credit reference or rating agencies, local or international service providers including without limitation to VISA/MasterCard network. The Client agrees and consents to receive from Al Salam Bank, whether through the Client's postal mail, electronic mail or through short message service to the User's mobile telephone, any marketing, advertising and/or promotions on products and services marketed or offered by Al Salam Bank, whether such products or services are currently available or may be marketed or offered in the future. Furthermore, the Client irrevocably and unconditionally consents and authorizes Al Salam Bank to disclose the Personal Information to any competent authority in order to comply with Al Salam Bank legal obligations including, without limitation to, information in relation to the United States' Foreign Accounts Tax Compliance Act ("FATCA"),

the Common Reporting Standard ("CRS") or any anti-money laundering provisions or other applicable laws and/or provisions. The Client further agrees and undertakes to obtain the Authorized User(s) consent to have its personal data collected, used and disclosed by Al Salam Bank in accordance with this Clause.

17. **Proprietary Rights:** Al Salam Bank shall make reasonable efforts to inform the Client from time to time about the software required to access the Digital Platform and avail the Services. However, there will be no obligation on Al Salam Bank to support all or any versions of the software as may be required to access the Digital Platform and avail the Services. The Client acknowledges that (and shall, where applicable, procure that the Authorized User(s) acknowledge that) the software underlying the Digital Platform as well as other Internet related software which are required for availing the Services may be the legal property of the respective vendors. The permission given by Al Salam Bank to access the Digital Platform and avail the Services will not convey any proprietary or ownership rights in such software. The Client undertakes that both the Authorized Individuals and itself shall not attempt to modify, translate, disassemble, decompile or reverse engineer the underlying Digital Platform software or create any derivative product based on the software.
18. **Communications through Electronic means:** Documents sent by electronic delivery will contain all the information as it appears in the printed hard copy version as prepared and distributed by the originator, with the possible exception of graphic insertions such as photographs or logotypes. Electronic delivery may be in the form of an electronic mail, an attachment to the electronic mail, or in the form of an available download from the Website/Digital Platform. Al Salam Bank would be deemed to have fulfilled its legal obligation to deliver to the Client (or its Authorized User(s)) any document if such document is sent via electronic means. Failure to advise Al Salam Bank of any difficulty in opening a document so delivered within twenty four (24) hours after delivery shall serve as an affirmation regarding the acceptance of the document.
19. **Internet Fraud & Technology Risks:** the Client hereby acknowledges that it will utilize the Digital Platform at its own risk. These risks include but are not limited to the following:
  - (i) **Misuse of password:** The Client acknowledges that if any unauthorized/third person obtains access to the Client's (and/or its Authorized User(s)) password or any other form of authenticator, such unauthorized/third person would be able to have access to the Digital Platform and provide instructions to Al Salam Bank and transact on all its Accounts. In such case, the Client acknowledges and agrees that Al Salam Bank shall not be liable for any losses, actual costs, damages etc. sustained to the Client.
  - (ii) **Internet Fraud:** The Internet per se is susceptible to a number of frauds, misuse, hacking and other actions, which could affect instructions given to Al Salam Bank. Whilst Al Salam Bank shall aim to provide security to prevent the same, there cannot be any guarantee from such internet frauds, hacking and other actions which could affect the instructions given to Al Salam Bank. The Client shall independently evaluate all risks arising therefrom.
  - (iii) **Mistakes and Errors:** The Client is aware that it (and/or its Authorized User(s)) is required to mention correct details. In the event of any inaccuracy in this regard, the funds could be transferred to incorrect accounts, for which Al Salam Bank shall not be liable. The Client will ensure (and shall, where applicable, procure that the Authorized User(s) ensure that) that there are no mistakes and errors and the information/ instructions given by the Client and/or the Authorized User(s) to Al Salam Bank in this regard are without error, accurate, proper and complete at all points of time. On the other hand, in the event of Client's Account receiving an incorrect credit by reason of a mistake, the Client shall immediately inform and return such amounts to Al Salam Bank together with any service charges Al Salam Bank and hereby irrevocably and unconditionally authorizes Al Salam Bank to recover such amounts together with any service charges and reverse the incorrect credit at any time whatsoever without further notice or consent from the Client.
  - (iv) **Transactions:** The transactions carried out pursuant to instructions made (or purported to be made) by the Client (and/or its Authorized User(s)) may not fructify or may not be completed for any reason whatsoever. In such cases, the Client shall not hold Al Salam Bank responsible or liable in any manner whatsoever for any liabilities, claims, actual costs, damages, losses that arises, whether directly or indirectly, as a result of the non-completion of the transaction.
  - (v) **Technological Risks:** The technology for enabling the Services offered by Al Salam Bank could be affected by virus or other malicious, destructive or corrupting code or program. It may also be possible Al Salam Bank's Website/Digital Platform may require maintenance/repairs and during such time it may not be possible to process the Client's and/or the Authorized User(s) instructions/requests. This could result in delays in processing instructions or failure in the processing of instructions and other such failures. The Client undertakes and agrees that Al Salam Bank disclaims any and all liability, whether direct or indirect, arising out of loss or gain or otherwise arising out of any failure or inability by Al Salam Bank to honor the Client's and/or the Authorized User(s) instructions for whatsoever reason. Al Salam Bank shall not be liable if the instruction given by the Client and/or the Authorized User(s) is not received correctly and/or is not complete and/or is not in readable form.

The Client understands and accepts that Al Salam Bank shall not be responsible for any of the aforesaid risks. The Client also accepts that Al Salam Bank disclaims all liability in respect of the said risks.

## 20. Miscellaneous

- (i) Clauses headings herein are only for convenience and do not affect the meaning of the relative clause.
- (ii) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- (iii) The rights and remedies provided pursuant to these Terms are in addition to, and not exclusive of, any rights or remedies provided by law. A failure or delay by a party to exercise any right or remedy provided pursuant to these Terms or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided pursuant to these Terms or by law shall prevent or restrict the further exercise of that or any other right or remedy.

- (iv) Nothing in these Terms shall oblige Al Salam Bank to do (or omit to do) anything that would, in Al Salam Bank's reasonable opinion, constitute a breach of Applicable Laws or its internal policies.
  - (v) Al Salam Bank may sub-contract, outsource and/or employ agents to carry out any of its obligations under this agreement. The Service would be available during timings specified by Al Salam Bank from time to time and transactions would be carried out on the same day or on the next working day depending upon the time of logging of the transaction.
  - (vi) The Client would have to ensure that the equipment used (whether by it or by any of the Authorized User(s)) for the availing of the Service meets the criteria as may be specified by Al Salam Bank from time to time. All costs incurred by the Client (and/or the Authorized User(s)) including telecommunication costs to use the Service would be borne by the Client (and/or the Authorized User(s)).
  - (vii) These Terms contain Al Salam Bank's entire agreement (except as otherwise expressly provided herein) and supersede and replace any previously made proposals, representations, understandings and agreements, express or implied, either oral or in writing between the Client and Al Salam Bank for the Digital Platform and the Services thereunder. The Client acknowledges that it has not relied on any representation made by Al Salam Bank or any of its employees or agents and has made its own independent assessment of the Digital Platform and the Services thereunder. No third party will have any rights or claims under these Terms.
  - (viii) Al Salam Bank may, at its absolute discretion or under law or at the instance of any Court, administrative order, relevant authority or otherwise, transfer any or all Accounts of the User to any of its branches and can close, earmark, freeze, suspend dealings in any or all of the Accounts of the User without assigning any reason there for without prior notice to the User and without incurring any risk, responsibility or liability for any breach of trust, obligation or duty on its part.
  - (ix) The Authorized Individuals and relevant User's specimen signature on record with Al Salam Bank is considered essential for any transactions in the User's Account(s). It shall be manually provided at any of Al Salam Bank's branches and remain valid unless changed or cancelled. Change or cancellation becomes valid on the business day that follows the day on which Al Salam Bank receives a written request from the User for change or cancellation.
21. **Assignment:** Al Salam Bank shall be entitled to sell, assign, securitize or transfer Al Salam Bank's right and obligations under the Terms and any security being in favor of Al Salam Bank (including all guarantees) to any person of Al Salam Bank's choice in whole or in part and in such manner and on such terms and conditions as Al Salam Bank may decide. Any such sale, assignment, securitization or transfer shall conclusively bind the Client and all other persons. The Client, its heirs, legal representatives, executors, administrators and successors are bound by the Terms. Al Salam Bank may sub-contract, outsource and/or employ agents to carry out any of its obligations under these Terms. However, the Client shall not be entitled to transfer or assign any of his rights and obligations hereunder.
22. **Change of Terms:** Al Salam Bank shall have the absolute discretion to amend or supplement any feature of the Digital Platform or the provisions of the Terms at any time by posting the revised Terms on the Digital Platform and/or its Website. The Client acknowledges and agrees that it is the Client's responsibility to periodically check the Digital Platform and/or Website for the latest version of the Terms. The Client must immediately stop (and must procure that the Authorized User(s) immediately stop) using the Digital Platform if it is not in agreement with such changes. If the Client carries out any transactions or avails the Services after Al Salam Bank notifies the Client of changes to the Terms or the Client does not object to the change within any applicable notice period specified in the notice (if any), then Al Salam Bank will assume that the Client has agreed to the updated Terms. The Client agrees that its non-objection within the notice period and/or by carrying out transactions/availing the Services constitutes its acceptance of such change to the Terms without the need to re-sign or confirm any document and undertakes to adhere and comply with the obligations, duties and responsibilities the changed Terms impose on the Client (and, where applicable, the Authorized User(s)).
23. **Termination of Service:** The Client (and/or any relevant Authorized User(s)) may request for termination of these Terms and in turn its access to the Digital Platform, at any time, by giving a written notice of at least thirty (30) days to Al Salam Bank. The Client will remain responsible for any transactions made through the Digital Platform until the time of such termination. Al Salam Bank may without notice, at any time and at its absolute discretion terminate and/or discontinue the availability of the Digital Platform made available to Client (and/or any Authorized User(s)) pursuant to these Terms either entirely or with reference to a specific service. These Terms will continue to apply in respect of the Client's (and/or any Authorized User(s)) access, where Clause 15 and 17 shall survive the termination of these Terms. Al Salam Bank will not be liable for any losses, liabilities, claims, actual costs, damages or inconveniences that result from withdrawal of a Client (and/or any relevant Authorized User(s)) access or certain service.
- Al Salam Bank shall also have the right to suspend the availability of the Digital Platform at any time upon serving 30-day notice to the Client (and/or any relevant Authorized User(s)) if:
- (i) The Client (and/or any relevant Authorized User(s)) avails the Services in an unsatisfactory manner;
  - (ii) the Client (and/or any relevant Authorized User(s)) breaches any of the terms and conditions stipulated herein;
  - (iii) Al Salam Bank is ordered to close the Account or suspend the availability of the Digital Platform by a competent court or regulatory authority;
  - (iv) the Client (and/or any relevant Authorized User(s)) uses the Service or operates the Account illegally or for illegal purposes; or
  - (v) any other reasonable cause determined by Al Salam Bank.

24. **Service Limitations:** Neither Al Salam Bank nor its service providers can always anticipate technical or other difficulties related to the Services and/or the Digital Platform. The Client therefore acknowledges and agrees that from time to time, the Service may be delayed, interrupted or disrupted for an undetermined period of time due to circumstances beyond reasonable control of Al Salam Bank including, without limitation:
- (vi) Inability to access the Digital Platform via the internet;
  - (vii) any inaccuracy, interruption or delay in transmission by the Digital Platform; and/or
  - (viii) any bugs, defects or errors in the software or hardware that supports the Digital Platform.
25. **Notices:** Notices in relation to these Terms may be given by Al Salam Bank to the Client or vice versa in writing via the Digital Platform or by delivering them by hand or by sending them by telex, facsimile, cable or post to the last address given by the Client and in the case of Al Salam Bank to its corporate office address as set out hereinabove. In addition, Al Salam Bank may also publish notices of general nature, which are applicable to all users availing the Services via the Digital Platform on its Website or via any other means Al Salam Bank may deem appropriate.
26. **Governing Law:** These Terms shall be governed by the laws of the Kingdom of Bahrain, to the extent that such laws are not repugnant to the principles of Shari'a in which case the principles of Shari'a shall prevail. The Client recognises and agrees that the principle of the payment of interest is repugnant to the principles of Shari'a and accordingly, to the extent that any legal system or arbitration tribunal would but for the provisions of this clause impose (whether by contract or by statute or arbitral award) any obligation to pay interest, each of the Client and Al Salam Bank hereby irrevocably and unconditionally expressly waives and rejects any entitlement to recover interest from each other. The Client hereby agrees that any legal action or proceedings arising out of the Terms for the Service shall be brought in the courts of the Kingdom of Bahrain and irrevocably submit themselves to the jurisdiction of such courts. Al Salam Bank may, however, in its absolute discretion, commence any legal action or proceedings arising out of the Terms for the Service in any other court, tribunal or other appropriate forum outside of the Kingdom of Bahrain, and the Client hereby consents to that jurisdiction.