

Banking Services Agreement Terms and Conditions



Preamble:

Whereas the Client intends to use the banking services provided by Al Salam Bank B.S.C. (Bank), and whereas the Bank has accepted such use provided that these terms and conditions are interpreted and implemented in accordance with the Bank's Memorandum and Articles of Association, its bylaws and regulations, the instructions of the Central Bank of Bahrain, and the rulings issued by the Bank's Shari'a Supervisory Board. In the event of discrepancy between the Arabic and English versions hereof, the Arabic version shall prevail. The two parties have agreed as follows:

1. Definitions:

The following words and expressions as used herein shall have the following meanings:

"Account" means all or any Current Account, Investment Time Deposit Account, Savings Account or Special Deposit Account with the Bank;

"ATM Card" means the Automated Teller Machine (ATM) card issued by the Bank to the Client, and which may be used at Bank designated automated teller machines and at points of sale which accept the card;

"Call Account" means a deposit where the Client, who is the capital provider (rab al-mal), authorizes the Bank, who is the service provider (mudarib), to invest the Client's money based on an unrestricted mudaraba, for an unspecified term, subject to certain conditions to be stated in hereinafter;

"Call Center Identification Number" means the 4-digit relationship number assigned by the Bank to the Client to verify the Client's identity when using Salam Call or the Call Center;

"Current Account" means a call account, subject to the provisions of the loan contract including guarantee and repayment. The current account holder does not share investment profits or bear investment risks;

"Client" means a Client of the Bank;

"Electronic Banking Password" means the password assigned by the Bank to the Client to verify the Client's identity when using the Electronic Banking Service;

"Instructions" means instructions given, or authorized to be given, by the Client to the Bank through the Call Center or Salam Call service. They also include any other written or verbal instructions issued, or authorized to be issued, by the Client to the Bank. Such instructions shall upon receipt by the Bank, be irrevocable and binding to the Client;

"Interactive Voice Response" means the mechanism which interacts with the Client when using the telephone banking service. It responds and carries out instructions given by pressing telephone buttons in the electronic knowledge guide;

"Investment Time Deposit Account" means a deposit where the Client, who is the capital provider (rab al-mal), authorizes the Bank, who is the service provider (mudarib), to invest the Client's money based on an unrestricted mudaraba, for a specified term, subject to certain conditions to be stated hereinafter;

"Joint Account" means an Account opened jointly for two or more persons giving them equal rights and obligations;

"Phone Personal Identification Number" means the identification number selected by the Client to be used to verify the Client's identity and for the Client to authorize transactions when using Salam Call or the Call Center;

"Profit Statement" means the statement attached hereto which shows the Bank's share of the profits;

"Salam Call" means any or all banking services provided by the Bank and which can be used by the Client over the telephone and the interactive voice system;

"Salam Online" means any or all banking services provided by the Bank and which can be used by the Client over the Internet;

"Savings Account" means the account by which the Client, who is the capital provider (rab al-mal), authorizes the Bank, who is the service provider (mudarib), to invest the Client's money based on an unrestricted mudaraba contract,

2. General Terms and Conditions:

2.1 Account Opening

An Account may be opened in the name of one individual, or jointly in the names of two or more individuals. An Account may be opened in the name of a commercial entity upon submission of documents in accordance with the conditions required by the Bank.

2.2 Account Number

The Bank assigns a unique account number for each Client to be used when transacting business with the Bank. This number is used to refer to the Client's various types of Accounts, and the Bank's branch with which the Client transacts business.

The Client shall be held liable for any disclosure of his/her account number to any third party.

2.3 Specimen Signature

The Client's specimen signature on record with the Bank is considered essential for any transactions in the Client's Accounts. It shall remain valid unless changed or cancelled.

Change or cancellation becomes valid on the business day that follows the day on which the Bank receives the change or cancellation request.

2.4 Deposits and Withdrawals

1. The Bank accepts deposits by the Client in cash or by any acceptable banking methods. Deposits by third parties in the Client's Accounts may be accepted without liability to the Bank.
2. The Client may withdraw funds from his/her Account in person, or may appoint a third party to withdraw funds on his behalf after completing all documents required by the Bank.
3. Account holders who cannot sign, such as blind or illiterate Clients, shall produce documentary evidence in accordance with conditions required by the Bank to carry out their transactions using the Client's fingerprint, or stamp, if any, to withdraw any amount. This applies to individual Accounts only. To safeguard the interests of such Clients, the Bank will not issue them cheque books or ATM Cards except through an agent authorized by the Client.

2.5 Collections and Remittances

1. The Bank's offices, correspondents and other agents appointed by the Bank shall be considered as agents of the Client, taking into consideration that the Bank does not bear any liability to the Client or any third party. The Bank may decline to accept any crossed cheque, marked "account payee only", or bearing any other similar phrase, drawn in favor of any party other than the Client. The Client has no right to object to any modifications or cancellation of such crossing.
2. Withdrawals may be made against cheques under collection only after actual collection. The Bank shall pay the actual amount of telex/SWIFT remittances, or bank transfers/drafts that are received in favor of the Client after deducting fees, charges and commissions.
3. The Client agrees that the Bank may, at its discretion, execute a transfer in a foreign currency previously issued by the Bank based on the Client's instructions at the prevailing exchange rate on the day of transfer, after deducting banking fees and charges.
4. The Bank shall credit all incoming transfers in favor of the Client to the Client's Accounts in the same currency of those Accounts, unless the Bank is instructed otherwise by the Client. The deposit shall be made at the prevailing exchange rate on the day of deposit.
5. The Bank shall be entitled to refuse payment of any remittance or transfer if the beneficiary's name or account number do not reconcile with the Bank's records or for any other reason. The Client shall bear the consequences of any withholding of amounts until the identity of any person or the instructions referred to are verified by a letter or other means.
6. All remittances executed by the Bank upon the Client's instructions shall be to the Client's Account, and at the Client's responsibility. The Bank may not be held liable if the amounts credited to the Client's Accounts decrease as a result of fees, or due to devaluation. Also, the Bank may not be held liable if the Client is unable to use the funds due to any restrictions enforced by the authorities concerned.
7. The Bank or its correspondents may not be held liable for the consequences of any delay, telegraphic error, misunderstanding or losses resulting from the correspondent's inability to identify the persons who are named in the instructions.
8. If all or part of such remittances are not paid and returned to the Bank, the Client may only claim their value at the bid rate on the day they are refunded. The refund may not be made unless the Bank receives notice, confirmed in writing, from its correspondent that the amount was not paid and that the original instructions were cancelled.

2.6 Statements of Account

1. The Client's address shall be the address listed in the Account opening form, unless the Bank is notified in writing, and without delay, of the change of address. The Client shall be held liable for any failure to notify the Bank. Any notice or statement of account shall be deemed to be given to, and received by the Client if received by the Client personally, or if delivered to the listed address, or sent by ordinary or registered mail, in which case it shall be assumed to have been received by the Client within the time period required for mail delivery.
2. The Bank will send a periodic statement of account to the Client and if the Bank does not receive any objection within 30 days from the account statement date, the statement of account will be considered as correct. No claim or objection regarding the accuracy of the Account will be considered after the aforesaid 30 days period.
3. To confirm receipt, it shall suffice to give evidence that the correspondence was properly addressed and mailed or delivered by hand.
4. The Client may request an additional copy of the statement of account at his/her own expense.
5. The Bank may stop delivery of notices or statements of account if they are returned to the Bank twice undelivered.

2.7 Standing Orders and Instructions by Fax

1. The Bank agrees to execute any standing payment instructions issued by the Client provided that the Client has sufficient funds in his/her Account on the due date of those instructions. The Bank may not be held liable for any delay or error in transmission or transfer, or any error by the payee or any of the Bank's correspondents. The Client shall indemnify the Bank for losses, damages, and expenses incurred by the Bank as a result of executing the Client's standing payment instructions.
2. If the Client issues instructions to the Bank by facsimile or telephone, the Bank may accept or reject such instructions, and will not be obliged to seek validation of such instructions. The Client undertakes that such action is not binding on the Bank, and that he/she shall indemnify and hold the Bank harmless against all losses, damages and expenses incurred by the Bank as a result of any act or omission related to any instructions which are issued, or which are understood to be issued by the Client. The Client agrees that the Bank may not be held liable for any errors in transmission. Should the Client require such service, the Client shall complete and sign the application designated for this purpose, and the Bank reserves its right to reject or accept the Client's application.

2.8 Adjustment of Entries

In case of any error in entries, any adjustment or correction by the Bank shall be considered true and valid. The Client may not claim the value of deposits credited in error to his/her Account. The Client authorizes the Bank to make correcting entries and to debit the Client's Account. The Client acknowledges the Bank's right of recourse against the Client for amounts paid in error, in any manner the Bank deems appropriate, without any objection by the Client, and irrespective of the lapse of any time period after the date of the wrong entry.

2.9 Banking Fees and charges

1. The Bank may, without referring to the Client, debit the Client's Accounts with any fees, charges or commissions due for banking services provided subject to the approved banking charges and commissions as announced by the Bank or any of its branches. The Bank may also change its fees and charges at any time at its absolute discretion without advance notice to the Client.
2. Current Accounts, Savings Accounts and Special Time Deposit Accounts shall be subject to a requisite balance limit as determined and announced by the Bank. The Bank shall be entitled to deduct required charges if the daily balance falls below the specified limit.

2.10 Right to Set-off

The Client acknowledges that the Bank shall be entitled, at any time and without prior notice, to freeze, set-off, or transfer any amounts between the Client's Accounts, whatever the types or names of such Accounts may be, whether individual or joint, or whether in Bahraini Dinars or foreign currency, such that each Account guarantees the other Accounts, jointly or severally, to settle any debts of the Clients or the debts of any entities guaranteed by the Client to the Bank. The Bank may also withhold all guarantees or properties held by the Bank in the name of the Client in order to pay any amounts due and payable by the Client.

2.11 Accounts in Foreign Currencies

1. The Client may, with the Bank's consent, open Accounts in foreign currency. Instructions may only be carried out using forms, drafts, or written instructions to the Bank only with the same currency of the Account.
2. Cash withdrawals in foreign currency or travelers cheques from foreign currency Accounts shall be subject to the foreign currency exchange rates on the day of withdrawal or currency sale.
3. The Client may transfer funds from his/her foreign currency Accounts to his/her Bahraini Dinar Accounts and vice versa at the foreign currency exchange rate prevailing on the same day. The Client indemnifies and holds the Bank harmless against any exchange losses, which may be incurred by the Client when transferring any funds from his/her foreign currency Accounts to another Account in Bahraini Dinars.

2.12 Profit and Loss

All the Accounts except the Current Account are subject to Mudaraba terms and conditions, and the Mudarib is considered as a trustee who would not be subjected to any losses except in cases of negligence and willful default.

3. Types of Accounts:

I) Current Account

1. Any individual of legal age, or any commercial entity, whether a Bahraini citizen or resident, may open a Current Account in Bahraini Dinar, subject to the controls, rules and instructions issued by the Central Bank of Bahrain.
2. Withdrawals from the Current Account shall be made using cheques issued by the Bank, written instructions, or ATM Card. Deposits in the Current Account are accepted at all of the Bank's branches in cash or by cheques drawn on the Bank's branches, or on local banks, or through the Bank's ATM machines only. Transfers between Accounts are also allowed.
3. The Bank may pay the value of a cheque or any other negotiable document drawn on the Client's Current Account even if such payment causes the Current Account to be overdrawn. The Client undertakes to pay, upon the Bank's request, all amounts due on its overdrawn Current Account.
4. The Bank may allow the Client to stop payment of a cheque if lost, or in other events as may be permitted by the law and accepted by the Bank. Nevertheless, the Client shall bear any resulting loss, damage or cost (including legal fees).
5. Cheque books shall be provided upon the Client's request with the Bank's consent. The Client shall take due care of, and be fully responsible for, the cheque book. The Client may not give any of his/her cheques to any third party for their use. The Client shall notify the Bank in writing immediately upon the loss or theft of his/her cheque book, or otherwise bear all resulting consequences.
6. The Client shall be subject to the instructions issued by the Central Bank of Bahrain related to returned cheques. The Client shall also comply with all laws, regulations and penalties related to returned cheques.

II) Savings Account

The Bank invests Savings Accounts funds, which are allocated for investment on the basis of the average daily balance as may be determined by the Bank. Profits are distributed in the proportion agreed upon between the Bank and the Client as stipulated in the attached profit statement, which is signed by the Client.

1. ATM Cards shall be issued to Savings Accounts holders to enable them to use ATM services.
2. The Bank's cash withdrawal slips shall be used to withdraw funds from the Account.
3. The investment term of Savings Accounts is one Gregorian month, starting as of the first day of the month.
4. Profits shall be credited to Savings Accounts within the first five days of the subsequent month following distribution of profits. The Client authorizes the Bank to invest realized profits as of the date of crediting them to their Savings Account. The percentage of the profit on Savings Account shall be specified in the profits statement, and the Bank may adjust such percentage from time to time at its discretion, provided it notifies the Client by way of announcement at the Bank or at any of the Bank's branches. If the Client does not object within 15 days after the date of announcement, he/she shall be considered to have accepted the adjustment.
5. A Savings Account may be opened by any individual of legal age, or any commercial entity, whether or not resident/registered in Bahrain.

III) Investment Time Deposit Account

1. The minimum investment is determined by the Bank.
2. The Client may not withdraw all or part of his/her deposit before the end of its term except in special cases where the Bank may allow withdrawal of all or part of the deposit. The Bank may adjust the agreed upon percentage profit if the time deposit is prematurely terminated.
3. Profit on the deposit amount shall become due on the last day of each month, and shall be credited to the Client's Account, or paid in accordance with the Client's instructions at the time of distribution of the profits, that is no later than the first five business days of the month following the month during which the profits were earned.
4. The percentage of the profits on this Account shall be stated in the profits statement. The Bank may adjust this percentage from time to time at its discretion, provided it notifies the Client by way of announcement at the Bank or at any of the Bank's branches. If the Client does not object within 15 days after the date of announcement, he/she shall be considered to have accepted the adjustment.
5. The Client shall be considered as agreeing automatically to the renewal of the deposit on maturity, unless he/she/they has/have instructed the Bank otherwise by giving two (2) working days' notice to the Bank prior to the expiry of the investment.
6. Except for investments in Time Deposit Accounts in Bahraini Dinars, the Bank is not obliged to pay the deposit amount in the currency of deposit. However, the Bank undertakes to issue a draft or transfer, on request, in the currency of deposit at the prevailing exchange rate as on the date of payment.
7. An Investment Time Deposit Account may be opened for any individual of legal age, or any commercial entity, whether or not resident/registered in Bahrain.

V) Call Account

1. The Client may withdraw all or part of his/her account balance at any time. If the Client withdraws the entire amount, he/she shall be entitled to profits for the period prior to the month of withdrawal. If the Client withdraws part of the amount, he/she shall be entitled to profits for the remaining balance of the account for the month of withdrawal.
2. The minimum balance shall be determined by the Bank.
3. The deposited amounts shall commence earning a share of the profits starting as of the Gregorian month following the month of deposit. Amounts deposited on the first day of the month shall commence earning a share of the profits starting the same day of deposit.
4. The amount deposited shall be invested in the pool shared by the Bank's depositors and shareholders. Net profits of the share investment pool shall be distributed pro rata based on amounts deposited. The Bank earns the agreed upon percentage as specified in the profits statement attached hereto. The Bank may, from time to time, at its discretion, adjust its profit percentage provided it notifies the Client by way of announcement at the Bank or at any of the Bank's branches. If the Client does not object within 15 days after the date of the announcement, he/she shall be considered to have accepted the adjustment.
5. The Call Account allows the flexibility of withdrawing funds upon a one-day notice.
6. A statement of account shall be issued to the Client either monthly or quarterly as requested by the Client.
7. A Call Account may be opened for any individual of legal age, or any commercial entity, whether or not resident/registered in Bahrain.
8. The Call Account may be linked to any of the Client's other Accounts with the Bank.

4. Joint Account Conditions (Individuals Only):

1. Ownership of all deposits in the Joint Account, and incoming transfers credited to the Account, shall be shared equally by Account holders, unless otherwise provided in the Account opening form.
2. The person or persons authorized to operate the Joint Account may deposit and withdraw currencies, cheques, payment orders, transfers, or other negotiable documents, and may issue, endorse and negotiate cheques, transfers or other negotiable documents in favor of the Bank.
3. The Joint Account holders shall be jointly and severally liable for settlement of all payables or claims of the Bank which may arise, or any current or future obligations which are incurred as a result of the acts of Account holders, and any overdrawn withdrawals.
4. If a Joint Account holder is placed under lien, such lien shall apply to the entire amount to the extent of the relevant Account holder's share only, effective as of the date of notice to the Bank. Consequently, the Bank shall freeze withdrawals from the Joint Account up to the limit of the lien amount to the extent of the relevant Account holder's share.
5. Upon the death or loss of capacity of one of the Joint Account holders, the other Joint Account holders shall notify the Bank, within a period not exceeding ten days after the date of death or loss of capacity, of their intention to maintain the Joint Account. In the absence of such notification within ten days, the Bank shall suspend withdrawals from the Joint Account until a legal successor is appointed.
6. The Bank may issue an ATM card to each of the Joint Account holders if each of them is authorized to operate the Account with one signature only. The Joint Account holders shall be held jointly and severally liable for all obligations, which may result from the use of the ATM cards.

5. Conditions Related to Accounts of Companies and Establishments (Individual Proprietorship owned by one or more persons):

1. Authorized signatories listed on the Account opening form shall manage all banking and investment transactions with the Bank up to the limits of their authority as stipulated in the memorandum or articles of association or Board resolution. The company / establishment shall be liable for any instructions or orders, which are issued to the Bank by such authorized signatories to operate the Account and enter into banking transactions, including opening documentary letters of credit, fund transfers, and all other transactions including credit facilities, etc.
2. The owners of companies / establishments indebted to the Bank in any way undertake that they are jointly and severally liable to repay all obligations to the Bank whether out of the assets of the company / establishment or out of their own personal funds.
3. The company / establishment undertakes to notify the Bank immediately of any changes in its memorandum of association, articles of association, or bylaws, or any changes in its legal form, policy, board of directors, representatives, or authorized signatories. The Bank may not be held liable in the event any of the company's / establishment's directors, partners, managers or representatives breach any of the rules contained in the company's / establishment's memorandum / articles of association or bylaws, or if they exercise their authority in violation of the company's / establishment's policy.
4. The signatories who sign banking transactions shall be personally liable, in addition to the liability of the company, to fully indemnify the Bank for all current or future debts, or any amount, loss or damage incurred by the Bank due to any illegal acts committed by them.
5. The company / establishment undertake to provide the Bank on a regular basis with its audited statement of financial position, income statement or any other document required by the Bank.
6. The partners declare that, in the event of modification of authority of any partner representing the company / establishment, whether by way of withdrawal, resignation, termination, amendment of memorandum or articles of association, or in the event of change of name of the company/establishment or loss of capacity, bankruptcy or death of a partner, joining of a new partner, or withdrawal of partners, the remaining partners shall remain fully liable for the company / establishment. The Bank may withhold all credit balances of the company / establishment to enable the Bank to recover payment of amounts due and payable to the Bank, or in accordance with any court order or judgment.
7. If the company is declared bankrupt or faces financial problems, the Account shall be frozen on receipt of a court order.

6. Conditions Related to Accounts of Societies, Clubs and Similar Associations:

1. The Account shall be operated in accordance with the bylaws of the society / club / association. The board of directors of the society / club / association shall submit to the Bank a list of authorized signatories, including their job titles, and shall notify the Bank of any changes. Their authority may not be delegated to any other person.
2. Societies, clubs and similar associations shall, when opening an Account, submit to the Bank the registration resolution issued by the authorities concerned in the Kingdom of Bahrain.
3. Upon expiration of the term of the board of directors of the society, club or similar association, or upon the resignation of a board member, a letter informing the Bank of the appointment of a new board member, or the minutes of meeting during which a new board of directors is elected shall be submitted to the Bank showing the name and position of each person authorized to sign on behalf of the society, club, or similar association, and stating the mode of operation of the Account.

7. ATM Card – Conditions of Issue and Use:

1. An ATM Card and PIN number shall be issued to the Client. The Client shall safeguard them and hold the Bank harmless against any loss or damage, which may result from the illegal use of the ATM card.
2. The Client shall notify the Bank immediately upon the loss, misplacement or theft of the card, or if the card becomes in the possession of a third party, or if the PIN number is disclosed inadvertently or otherwise, or given to a third party. In such events, the Bank shall take necessary action to suspend such card and issue a replacement card at the Client's expense.
3. Any amount paid by the Bank to the ATM Card user shall constitute a valid and proper withdrawal transaction for which the Client is held liable, unless the Bank receives written notice of the loss or theft of the ATM Card.
4. Any amount paid using the ATM Card in a currency other than Bahraini Dinar shall be exchanged at the currency exchange rate set by the Bank on the day of exchange. A transaction fee shall be charged on all transactions using non-AI Salam ATM machines, subject to the conditions of the ATM machine owner.
5. The Bank shall debit the Client's Account with any transaction: cash withdrawal, transfer payment of telephone, water and electricity bills, payments for goods and services at points of sale, and all similar payments effected using the ATM card, plus related Bank charges. In accordance with the Bank's list of charges for the banking services.
6. The Bank may collect any fees from the Client for cash withdrawal transactions using non-AI Salam ATM machines, subject to the conditions of the ATM machine owner, BENEFIT, or Central Bank of Bahrain.
7. The Bank may at any time, at its absolute discretion, suspend the ATM Card and require its return, in which case, the Client shall comply immediately.
8. A verbal notification by the Client to the Bank of the loss or theft of the ATM Card shall be confirmed in writing to the Bank or any of its branches within 48 hours following the verbal notification.
9. The Client remains at all times liable for any transaction carried out using the ATM Card, and shall indemnify the Bank for all loss and damage whatsoever resulting from the improper use of the ATM Card or its PIN number. The Bank's electronic and other record of the transactions executed using the ATM Card shall be considered as conclusive and binding evidence for all intents and purposes, and particularly as legal evidence, unless the Client proves otherwise. The Client shall bear the burden of proving his/her allegations.
10. The Bank reserves the right to specify the cash withdrawal limits in any given 24 hours, and shall from time to time notify the Client of such limits.
11. The Bank is not liable for any loss or damage resulting directly or indirectly from any defect or failure of the ATM Card or the ATM machine, or from the temporary insufficiency of funds in the ATM machine.
12. Cash or cheque deposits using the ATM Card are accepted in the Bank's ATM machines only. Cash deposits are credited to the Client's Account on the business day following the deposit after ascertaining the accuracy of the deposited amounts. The Bank's acceptance of the accuracy of the amounts shall be considered final and binding. The ATM slip shows the details of the deposits made by the Client only. Deposited cheques are credited after collection.
13. The Bank may from time to time, without prior notice or showing cause, add, modify or suspend any of the services provided through the automated teller machines.
14. The Client shall at all times pay all amounts due and fees levied for his/her use of the ATM Card. Whereas the Bank complies with Shari'a principles, it expects the Client to comply with Shari'a by refraining from the use of the ATM Card in obtaining Shari'a prohibited goods and services. The Bank is entitled to cancel the ATM Card immediately upon any violation.

8. Electronic Banking Services:

I. Salam Online:

1. The Bank reserves the right to reject any application for this service, and may at any time, at its sole discretion, suspend all the privileges and benefits of this service
2. Where the Bank accepts a Client application for this service, an Electronic Banking Password will be issued to the Client. The Electronic Banking Password may only be disclosed when using this service and the Client will be solely responsible for its safekeeping.
3. The Client shall notify the Bank immediately if the Electronic Banking Password is disclosed, inadvertently or otherwise, or given to a third party. The Bank shall not be liable for any misuse by any other person in absence of such notification.
4. The service is provided at the sole responsibility of the Client and, subject to paragraph 3 above, the Client shall indemnify the Bank for all loss and damage however caused, resulting from its use by the Client.
5. The Client agrees irrevocably, unconditional, by and without protest to all debit balances resulting from the use of the service.
6. The Client shall maintain a sufficient balance in his/her Account before transacting any fund transfer using the service. If the Account becomes overdrawn for any reason as a result of using the service, the Client shall immediately cover it either by direct payment or by transfer from another Account he/she holds with the Bank. If the Client fails to make such transfer, the Bank shall be entitled to cancel the service or make such transfer on behalf of the Client where the Client holds more than one Account with the Bank.

7. The fund transfer shall be limited to:
 - a. Internal beneficiary within Al Salam Bank.
 - b. External beneficiary with other banks but with daily maximum limits.
 If the transfer is in foreign currency, then the Bahraini Dinar limit will be converted to an equivalent foreign currency amount using the banks daily exchange rates.
8. The Bank shall not be liable for any loss or damage resulting directly or indirectly from any discrepancy in, or interruption of, the service.
9. The Bank shall not be held liable for any incorrect payments of telephone, electricity, water or credit card bills effected using the service made due to the Client's error in inputting his/her user/card number.
10. The Bank shall not be held liable for any error or delay by the Bank, however caused, in the transfer of funds using this service.
11. When the service provided is linked to an Account held with the Bank in two or more names, this service may be used by one subscriber acting severally irrespective of whether the Account is operated jointly or severally.

II. Salam Call:

1. When a Client registers with the Bank Call Center, accepts the ATM Card Number or the Call Center Identification Number, and selects his/her ATM PIN number or Phone PIN number, the Client authorizes the Bank to act upon the Client's Instructions given verbally or by touch-tone. Such Instructions shall be considered valid, accurate, and duly authorized by the Client without any liability to the Bank.
2. Use of the ATM Card Number or Call Center Identification Number along with the ATM PIN number or the Phone PIN number is considered validation of the Client's identity, and the Bank may, without obligation, reconfirm the Client's identity.
3. The Client also hereby agrees and authorizes the Bank to record any telephone conversation through this service or through the Bank Call Center as the Bank deems appropriate. Such recorded conversations may be used as evidence when required.
4. The Bank may use other means to confirm Instructions. The Bank reserves the right to refuse execution of any or all Instructions if the Client fails to confirm such Instructions, when the Bank is in doubt of the caller's identity or the authenticity of any instructions.
5. The Client shall be solely responsible for ensuring the total safekeeping of the ATM Card Number or Call Center Identification Number, ATM PIN number or Phone PIN number, or any other information provided by the Bank to the Client, and will not disclose them to any unauthorized person or to any third party. The Bank's Client service representatives are not authorized to receive Phone PIN numbers or ATM PIN numbers of any Clients. The Phone PIN number and the ATM PIN number may only be disclosed when using the Interactive Voice Response system.
6. In the event of theft or loss of the ATM Card, the Client shall notify the Bank immediately to suspend the card. Notwithstanding, the service shall not be suspended, and the Client shall notify the Bank immediately if he/she requires suspension of this service (The Bank reserves the right to require the Client to confirm such request in writing). The Bank may not be held liable for any misuse by any other person if the Client fails to notify the Bank to suspend this service.
7. In addition to the general and special terms and conditions governing the use of the Call Center and Salam Call options, the following terms and conditions shall apply:
 - The Client shall provide the Bank with a list of account numbers of persons to whom he/she may transfer funds using Salam Call or the Call Center. The Bank will not carry out any instructions to transfer funds to the Accounts of any other person if the Account number of that person does not appear on the list provided by the Client to the Bank.
 - The Client accepts that the Salam Call service, which may be provided by the Bank at the Bank's sole discretion, involves risks including without limitation risks of fake, inadvertent, or wrong instructions, which the Bank cannot avoid. The Client shall indemnify the Bank against all debts and obligations, and shall accept all risks related to the use of this service.
 - Fees shall be collected for each transaction in accordance with the Bank's list of banking services.

9. Other General Conditions:

1. The Bank may respond to all official queries received from the Central Bank of Bahrain / the Courts / Credit Control Board (BENEFIT) on Accounts without reference to the Client. The Client also authorizes the Bank to obtain any official information from any entity to update its data without any liability on the Bank.
2. If the Client dies, the Account shall be frozen, and no funds deposited with the Bank may be paid to his/her heirs or their agents without an official court order directing the Bank in this respect. The Bank shall be held liable as of the date it is notified of the Client's death.
3. Conditions applicable to Accounts shall apply to the Accounts of legal entities (companies, establishments, organizations, societies and similar entities).
4. Inactive/dormant Account: the Account shall be considered dormant if no transaction is made in it for a period exceeding six months, in which case the Bank shall be entitled to reject any debit entry to the Account, including cheques, outgoing transfers, or any other commercial papers. The Client shall be fully liable for any related consequences, claims, legal action, or losses, without any liability on the Bank. The Client shall submit a written letter to the Bank to reactivate or close the Account.
5. The Bank may destroy cheque books, ATM Cards, and PIN numbers if the Client does not receive them within a maximum period of two months after their dates of issue. The Client shall fill a new application and pay required fees to re-issue any documents.
6. The Bank may at any time modify the terms and conditions of banking services by notice to the Clients displayed in the Bank's branches. The Client shall be bound by such modifications. If the Bank does not receive an objection from the Client within 15 days of such notice, the Client shall be deemed to have accepted the modifications, and they shall go into effect following 15 days of such notice. In case of Investment Time Deposit Accounts, such modification will only be effective on renewal of any time deposit.
7. If the Bank fails at any time to exercise its right to full implementation of any clause or obligation contained in these terms and conditions, or if the Bank is late in such implementation, it shall not be considered to have waived or abandoned its right to full implementation at a later time.
8. The Bank's records and documents serve as evidence of the correctness of the Client's Account balance. In the event of any allegation to the contrary, the burden of proof shall be borne by the Client.
9. The Bank as service provider (mudarib) reserves its right to deduct, if required, a percentage of net profits before distribution out of the investment funds to improve profits. The Bank may deduct another percentage out of the Client's share of the profits after distribution as a reserve against risks. This percentage shall be specified from time to time in the profit distribution statement at the Bank's discretion.

10. Termination of Relation between the Client and the Bank:

The Bank may close the Client's Account at any time without notice to the Client, in which case, the Bank's liability shall cease with the issue of a cheque for the Account balance and mailing it to the Client's address. The Client shall pay any amounts due and payable to the Bank upon receipt of the Bank's notice of its intent to close the Client's Account.

11. Business Days:

Friday and Saturday are official holidays, in addition to other official holidays, such as Eid days and special occasions as announced by the Government of the Kingdom of Bahrain

12. Applicable Law and Legal Jurisdiction:

These terms and conditions, the Client's Accounts, and all related issues are subject to Islamic Shari'a and to rulings (Fatwas) issued by the Bank's Shari'a Supervisory Board, as well as the Bank's articles of association and the laws of the Kingdom of Bahrain. The Bahrain courts shall have exclusive jurisdiction in case of disputes.