Wholesale Branch, Kingdom of Bahrain (Licensed as Conventional Wholesale Bank (Branch) by CBB)



#### **Terms & Conditions**

Applies to: Web & Mobile Application

### 1. Notice and Agreement to Terms

- 1.1 Please read these Terms & Conditions and the Privacy Policy carefully before using the JS Bank website ("Website") or any online/digital banking services. If you are unsure about any part of these Terms, please seek professional advice.
- 1.2 These Terms form a legally binding agreement between you and JS Bank governing the use of the Website and any online services.
- 1.3 By accessing or using the Website, you confirm that you accept and agree to these Terms and the Privacy Policy (available on this Website). If you do not agree, please discontinue use immediately.

#### 2. Bank Details

2.1 JS Bank Limited is incorporated in Pakistan with limited liability and operates in Bahrain through its Central Bank of Bahrain licensed Wholesale branch in accordance with applicable laws. JS Bank means JS Bank Wholesale Branch Bahrain.

#### 3. Definitions

'Account' means any account opened and maintained by the Bank for the Customer including Current, Saving and Fixed Deposit accounts.

'Authorized Signatory' means a person duly authorized by the Customer to operate the Account, through Board Resolution, mandate, or Power of Attorney.

**AML'** means Anti-Money Laundering. It refers to laws, regulations, and procedures intended to prevent criminals from disguising illegally obtained funds as legitimate income.

'Applicable Law' means all relevant laws, regulations, guidelines, circulars, directives, or notifications issued by the Central Bank of Bahrain or any other competent authority.

**'Business User'** means a legal entity or company that uses the Bank's Digital Banking Services through its authorized Users.

'Bank' means JS Bank Limited - Bahrain Branch.

**'Business Day'** means a day on which banks are open for business in the Kingdom of Bahrain, excluding Saturdays, Sundays and public holidays.

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'Credentials' means any user authentication details including username, password, OTP and other security information used for access.

'Cut-off Time' means the time limit on a business day by which a transaction or instruction must be received for same-day processing.

'Digital Banking' means the Bank's online and mobile services that allow Customers to access their accounts, submit instructions, and receive information electronically.

**'Force Majeure'** means any event beyond the Bank's reasonable control, including but not limited to natural disasters, war, civil unrest, cyberattacks, government restrictions, or technical failure.

'Instruction' means any electronic communication or transaction request sent by the Customer through the Digital Banking platform to the Bank.

'Maker-Checker' means a dual authorization process in which one User (maker) initiates a transaction and another (checker) approves it, applicable to Business Users.

'Mobile App' means the Bank's official mobile application providing access to Digital Banking Services.

'Online Banking' means digital banking services

**'OTP'** means One-Time Password, a system-generated code valid for a single login session or transaction for enhanced security.

**'Platform'** means the Bank's digital interface (web and mobile) through which Customers access Digital Banking Services.

**'Schedule of Charges'** means the official document published by the Bank listing fees and charges applicable to its services.

**'Security Code'** means a unique code generated by a secure key or mobile token to authenticate transactions or logins.

**'Service'** means all functionalities provided via the Bank's Digital Banking Platform, including viewing balances, transfers, investments, and other services.

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**'Third Party'** means any individual, institution, software, or service provider that is not part of JS Bank but may be integrated with or affect Digital Banking usage.

'Transaction' means any financial or non-financial activity initiated through Digital Banking, such as transfers, or service requests.

'Two-Factor Authentication (2FA)' means a security process in which the User provides two different authentication factors to verify their identity before accessing Digital Banking.

**'User'** means an individual authorized by the entity maintaining an account with the Bank to access and use the Digital Banking Services on their behalf, subject to defined access controls.

**'Unauthorized Transaction'** means any transaction not authorized or initiated by the Customer or a duly authorized User.

'User Roles and Limits' means pre-defined functional permissions, transaction limits, and workflow rights assigned to individual Users under a Business User account.

'Web Portal' means the secure internet-based access point provided by the Bank through which Digital Banking Services are delivered.

'You / Your' means the individual or entity accepting and agreeing to the Terms and Conditions of the Bank's Digital Banking Services.

#### 4. Eligibility and Access

- 4.1 Digital Banking Services are available to individual and business customers holding an active account with the Bank.
- 4.2 Business users must be duly authorized per a valid mandate, Board Resolution, or other legal documentation.
- 4.3 The Bank reserves the right to refuse or restrict access to Digital Services at its sole discretion.

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# 5. Scope of Services

5.1 The Digital Banking platform may provide access to the following services, which may vary by customer type and regulatory approval:

- Account balance and transaction history inquiry
- Intra-bank fund transfers
- International remittances (including SWIFT/MT103)
- Access to investment account summaries (where applicable)
- eStatement downloads and reporting tools
- Secure messaging and document submission
- Alerts, push notifications, and transaction confirmations
- Other services or enhancements introduced from time to time

## 6. User Registration, Authentication & Security

- 6.1 You are responsible for safeguarding your login credentials, username, passwords, PINs, OTPs, and other security credentials.
- 6.2 Business users must assign roles, define transaction limits, and establish a maker-checker hierarchy where applicable.
- 6.3 The Bank uses industry-standard security protocols (including encryption, two-factor authentication, and session monitoring) but is not liable for breaches resulting from customer negligence or compromised devices.
- 6.4 In case of suspicious activity, the Bank may freeze or restrict access without prior notice.

### 7. Customer Responsibilities

- 7.1 Ensure all personal, corporate, and KYC information remains accurate and up to date.
- 7.2 Immediately report any suspected unauthorized access, fraud, or security breaches via the official Bank contact channels.
- 7.3 Refrain from using Online/Digital Banking Services for unlawful, fraudulent, or speculative transactions.
- 7.4 Maintain secure and updated devices and browsers when accessing the Bank's platform.

#### 8. Transaction Processing, Cut-off Times & Limits

- 8.1 Transactions may be subject to daily cut-off times (e.g., 10:30 PM Bahrain Time) and may be processed on the next business day if submitted thereafter.
- 8.2 All transactions are subject to internal controls, risk checks, AML/CFT compliance screening, and applicable sanctions regulations.
- 8.3 The Bank reserves the right to reject or delay transactions without liability, particularly if operational, legal, or security concerns arise.

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### 9. Fees, Charges, and Taxes

- 9.1 All applicable charges (e.g., subscription fees, transfer charges, FX fees, VAT (if applicable), etc.) will be debited from your linked account per the Bank's published Schedule of Charges.
- 9.2 The Bank reserves the right to amend fees with reasonable prior notice. Continued use of the Services constitutes acceptance.

### 10. Availability and Maintenance

- 10.1 The Bank endeavors to ensure uninterrupted availability of Digital Services but does not guarantee 24/7 access.
- 10.2 Scheduled maintenance, system upgrades, or force majeure events may result in temporary service suspension without notice.
- 10.3 The Bank will not be liable for loss, damage, or delay due to service outages or interruptions beyond its control.

#### 11. Jurisdiction and Restrictions on Use

- 11.1 The materials and information contained on this Website are directed at JS Bank Bahrain customers.
- 11.2 JS Bank cannot guarantee that the Website or the information thereon complies with the laws or regulations of all countries and regions, or is appropriate for use in all other places. If you choose to access this Website from outside Bahrain, you do so at your own risk and are responsible for compliance with applicable local laws. Furthermore, you are wholly responsible for the use of the Website by any person using your computer and you must ensure that any such person complies with these Terms.
- 11.3 These Terms are governed by and construed in accordance with the laws of Bahrain, and any disputes shall be subject to the non-exclusive jurisdiction of the Bahraini courts.

#### 12. Products and Services

- 12.1 This Website does not constitute an offer or solicitation by JS Bank to provide any products or services to any person in any jurisdiction where such offer or solicitation would be unlawful.
- 12.2 Products and services are subject to individual terms and conditions, may be offered only at JS Bank's discretion, and may be withdrawn or amended at any time without notice. Fees, commissions, or other charges may apply.

# 13. Materials, Information, and Intellectual Property Rights

- 13.1 Materials, information, trademarks, and logos contained in this Website are protected by intellectual property rights under applicable laws.
- 13.2 No part of this Website may be copied, modified, reproduced, stored, transmitted, or distributed for commercial purposes without JS Bank's prior written consent.

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### 14. Privacy and Data Protection

14.1 All personal and transactional data shall be collected, processed, and stored in accordance with the Bank's Privacy Policy and applicable data protection laws of the Kingdom of Bahrain.

14.2 The Bank may share customer data with regulatory authorities or service providers under legal obligation or legitimate interest, ensuring data confidentiality and integrity.

14.3 Use of the Website constitutes consent to the collection, use, and disclosure of your personal data in accordance with our Privacy Policy (available on this Website).

# 15. Security

15.1 JS Bank maintains high security standards for its Website, but cannot guarantee security over the Internet.

15.2 You must protect your login credentials and use secure devices and networks when accessing the Website.

#### 16. Website Disclaimer

16.1 Materials and information on the Website are provided "as is" for general information purposes only, without warranties of any kind, whether express, implied, or statutory.

16.2 JS Bank does not guarantee the accuracy, completeness, or timeliness of materials and information and accepts no liability for loss or damage arising from reliance on them.

16.3 JS Bank accepts no liability for any defect, error, unavailability, interruption, or virus arising from your use of the Website, where such events are outside JS Bank's reasonable control.

16.4 Any software downloaded from this Website is at your own risk, and JS Bank accepts no liability for any resulting damage.

#### 17. Hyperlinks and Third-Party Content

17.1 Hyperlinks to third-party websites, if any are provided for convenience only and do not constitute endorsement by JS Bank.

17.2 JS Bank accepts no liability for the accuracy, security, or content of third-party websites, or for any loss or damage resulting from their use.

17.3 Your sue of such services may be subject to additional third-party terms and disclosures.

# 18. Email Transmission Disclaimer

18.1 JS Bank does not guarantee that emails from the Website will be received by you or that emails sent to JS Bank will be received or remain confidential during Internet transmission.

18.2 JS Bank accepts no liability for any loss or damage resulting from email transmission failures outside its reasonable control.

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#### 19. User Content and Prohibited Activities

19.1 You are solely responsible for any content you submit through the Website or Mobile Application.

19.2 Prohibited activities include:

- Posting unlawful, offensive, or discriminatory material;
- Uploading harmful code or viruses;
- Infringing intellectual property rights;
- Engaging in fraudulent or misleading conduct;
- Soliciting passwords or personal information from others.

## 20. Limitation of Liability

20.1 To the fullest extent permitted by law, JS Bank shall not be liable for any direct, incidental, or consequential loss arising from use of the Website or any linked third-party services.

20.2 To the maximum extent permitted by law, the Bank shall not be liable for:

- Losses due to customer negligence (e.g., shared credentials, unsecured devices)
- Unauthorized transactions where correct credentials were used
- - System delays, service downtime, or technical errors
- Indirect or consequential damages, including lost profits or business interruption
- - Cyberattacks or malware beyond the Bank's reasonable control

## 21. Indemnity

21.1 You agree to indemnify JS Bank, its affiliates, and employees against any claims, liabilities, damages, or expenses arising from your use of the Website or breach of these Terms.

#### 22. Force Majeure

22.1 JS Bank will not be liable for failure to perform its obligations due to events beyond its reasonable control, including natural disasters, cyber-attacks, system failures, or government/regulatory actions.

#### 23. Termination

23.1 JS Bank may restrict, terminate or suspend your access to the Website/Mobile Application at any time, without prior notice, for any reason including breach of these Terms, Regulatory or legal requirements, Account closure or inactivity, Detection of fraud or suspicious activity.

# 24. Changes to Terms

24.1 JS Bank reserves the right to amend these Terms at any time. Updated Terms will be posted on the Website, and continued use constitutes acceptance of the amendments

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# 25. Severability

25.1 If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## 26. Software, Device Compatibility and Viruses

26.1 The Customer is responsible for ensuring that any device used to access Digital Banking is compatible with the Bank's platform and is protected against viruses, malware, spyware, and other harmful software.

26.2 The Bank shall not be liable for losses arising from use of unsupported or compromised devices.

### 27. Third-Party Access and Aggregator Services

27.1 Customers must not provide their credentials to unauthorized third parties or account aggregation services.

27.2 The Bank is not responsible for any loss arising from third-party access resulting from credential sharing or platform misuse.

#### 28. Monitoring and Record Keeping

28.1 The Bank reserves the right to monitor usage of its Digital Banking platform for security, risk management, or compliance purposes.

28.2 The Bank may retain logs of login attempts, instructions, communications, and transactions.

#### 29. Customer Support

For queries or assistance with Digital Banking:

• Call: +973-17104600 - 17274172

• Email: wbbmanamabahrain@jsbl.com