شامل: الشروط والأحكام العامة للحسابات

أولاً: التعريفات
1. البنك: بنك البحرين الإسلامي، شركة مساهمة بحرينية.
2. أيام العمل: كل أيام الأسبوع (ماعدا يوم الجمعة، إلا إذا صادف يوم عطلة)
3. الحساب البنكي، هو الشخص/الأشخاص الذي/الذين يتم فتح الحساب باسمه/أساماه.
4. البطاقة: بطاقة الصرف اللائي التي يصدرها بنك البحرين الإسلامي.
5. حساب البنك: الحساب الذي ينشأ فيه جميع المعاملات المعتمدة.
6. بطاقة التبطية: بطاقة التبطية التي تم إصدارها في حال الحاجة.
7. البطاقة: البطاقة المستخدمة عند مواقع البيع للصرف أو عند أي مؤسسة خارجية أخرى.
8. المشترطات أو طلب استرداد قيمة البطاقات من نقاط البيع.

ثانياً: الشروط والأحكام العامة
أ) فتح الحساب
1. يجوز فتح الحساب لدى البنك الدوائي البحريني لجميع الحسابات بواقة عمل أخرى من المال المستقر به من قبل مصرف البنوك المركزي والفوائد السارية للحسابات التجارية والودائع الاستثمارية للمستخدم.
2. يلزم صاحب الحساب بتحويل مستندات في بنك البحرين الإسلامي.
3. يتضمن صورة الموثوقية بالموافقة، لكل المستندات الرسمية المعتمدة لفتح الحساب، بما يتوافق مع الشريعة الإسلامية.
4. يجوز فتح الحسابات لدى البنك بالدينار البحريني لجميع الحسابات بواقة عمل أخرى من المال المستقر به من قبل مصرف البنوك المركزي والفوائد السارية للحسابات التجارية والودائع الاستثمارية للمستخدم.
5. يلتزم صاحب الحساب بتقديم أي مستندات أو معلومات إضافية قد يطلب بها البنك.
6. لا يجوز فتح الحسابات بنك مبلغ يزيد عن مقدار مبلغه في حساب البنك.
7. لا تعتبر قيمة الشبات أو الأوراق المالية الأخرى مستفيدة الحساب إلا إذا حصل البنك فيما يعود إليه.
8. يجب على صاحب الحساب أن يلتزم في إصدار أي مستند أو معلومات إضافية، لتمكين البنك من تحصيلها أو صرفها.
9. يجب أن يكون مبلغ مبلغ مبلغ في حساب البنك.

شامل: الشروط والأحكام العامة للحسابات

A) Opening an Account
1. Bank Account may be opened at the Bank in Bahraini Dinars for all accounts type and in any other currencies recognized by the Central Bank of Bahrain for current accounts and fixed investment deposits for any natural or corporate person.
2. The accountholder shall provide two official indentity documents of which one shall bear the accountholder photograph in addition to all official documents required to open the account and shall be committed to observe the rules and regulations of the Central Bank of Bahrain and the effective rules in the Kingdom of Bahrain, that do not contradict the provisions of the Islamic Shari’a.
3. The accountholder shall confirm that he is acting on his own behalf. Otherwise, his representative must provide a notarized Power of Attorney proving that he is acting on behalf of the accountholder. If the accountholder is a corporate body, its representative must provide the original Board resolution (or other applicable document) expressly authorizing its representative to act on behalf of the corporate body.
4. The accountholder shall be committed to provide any documents or additional information that may be requested after opening the account.
5. The Bank shall work as a collection agent for the accountholder and the Bank shall not bear any liability with regards to the non-collection or payment of any cheque or other securities kept in its deposit for the purpose of cashing or collection.
6. The accountholder cannot withdraw any amount from his/her account that is under collection unless the amount is actually collected.
7. The value of cheques or other securities shall not be considered due for withdrawal unless the Bank has collected it. The Bank reserves the right for itself to deduct any or if the amount is not owing to the accountholder.
8. Cheques drawn on The Bank that satisfy all legal requirements shall be added to the account on the same day deposited, provided that their values are available in the drawer’s account (the issuer).
9. If the accountholder is a legal entity (except public shareholding companies whose shares are negotiable among the public) it must notify the Bank immediately of any change or modification that may occur on its memorandum or its articles of association or its Board, and must also notify the Bank in case of the death of a partner.
General Terms and Conditions

10. The Bank has the right to charge service fees for services related to the accounts, and the Bank is committed to announce the fees and charges in a list or it is an announcement channel.

B) Investment of Amounts and the basis of Profits Distribution

1. With the exception of current accounts, the amounts deposited in the accounts are invested on the basis of absolute Unrestricted “Mudarabah” where the distribution of anticipated profits is made according to the types of accounts and periods of profit distribution, pursuant to the table announced in all of the bank announcement channels; taking into account the content of clause No. mentioned below the Bank reserves the right to change these ratios and data from time to time according to its sole discretion, provided that it announces the new ratios and data in all of its announcement channels. The Bank shall not bear the responsibility for not achieving a profit or making a loss, except if the Bank transgresses or violates the terms of Unrestricted Mudarabah.

2. The accounts are processed according to the operation ratios adopted in the Bank’s policies and approved by the Sharia’a Board. The Bank has the right to change these ratios as it deems appropriate, provided that it announces the new ratios in all of its announcement channels.

3. The Bank shall allocate a percentage that varies between 1% and 10% of the Unrestricted Mudarabah profits for the account of the profits reserve rate and deducts an amount for non-performing debts, based on the loss incurred in the receivable assets, finance and investment, and then the distribution of profits shall be made according to the ratios specified in the schedule announced for all channels of advertising in the bank. The Bank also shall allocate a percentage that varies between 1% and 10% of the account holder’s profits for the investment risks reserve account. The Bank reserves the right to change these percentages according to its sole discretion, provided that the Bank announces the new ratios in all of its announcement channels.

4. The distribution of profits shall be made after deducting the expenses relating to the investment of accounts balances (direct expenses) whether from the special pool of investors or that is shared with the Bank. The Bank shall not have the right to charge the customer towards business expenses which the Mudarib should bear, such as:

- Expenses of investment departments and the bodies that approve their decisions.
- Expenses of Accounting and the administering departments.
- Advertising expenses.
- Staff expenses.

5. In case the profits of Mudarabah calculated at the end of the financial year exceed the profit rate that is calculated according to the principle of speculative evaluation, the accountholder whose period of his/her deposit has ended or terminated during the financial year is considered relinquishing his/her share of the extra profits amount for the benefit of the existing accountholders at the time of calculating the actual profits by the end of the year, based on the principle of mixing and mutual acquittal that is applied in such type of investments.

C) Deposit and Withdrawal

1. The accountholder can use the means of deposit, withdrawal and transfer that are currently available or that may be introduced later provided that he/she adheres to the applied conditions.

2. The accountholder should receive the official receipt when depositing any amount and should verify the validity of the received receipt.

3. Withdrawals can be made by submitting the respective forms provided by The Bank or through letters that bear the verified signature of the accountholders or via encrypted telexes (the instructions sent via fax will only be accepted after prior arrangement).

4. The accountholder shall be given an ATM card with a confidential PIN number (for accounts in Bahraini dinars only) for use in the

ب) استثمار المبلغ المودع في الحسابات

1. يتم توزيع الأرباح المقدمة في الحسابات بناءً على أساس المضاربة المتصلة، حيث يتم توزيع الأرباح المختلفة وفقًا لتنوعات الأرباح والموارد، وتعود أرباح الأرباح حسب التقسيم في المودع في الحسابات. يحتفظ البنك بنقل الأرباح المتصلة بجميع فوائد الأرباح المودع في البنك، وقد يتم تخصيص الأرباح المتصلة بناءً على البنود والمبادئ المتصلة بالحسابات المودع في الحسابات.

2. يتم تخصيص الأرباح وفقًا لتسهيل التشغيل المتعارف عليه في سياسات البنك والمواقع، كنسبة مئوية من نسبة الرأسية الشريعة، والبنك الذي يتم تخصيص هذه الأرباح بها لا يدخرها بناءً على القسم بين البنك وصاحب الحساب.

3. يتم تخصيص نسبة تزاوج بين 1% و10% من أرباح المضاربة لحساب تناول أرباح المضاربة. كما يحتفظ مصدر لديون المشروط في حسابات المودع، ومعدل أرباح المضاربة يختلف بناءً على النسبة المحددة في الحساب، ويشمل فوائد الأرباح في الحساب. ثم يتبني البنك نسبة تزاوج بين 1% و10% من أرباح صاحب الحساب المذكور للحسابات المودع. ويشمل الأرباح كذلك على النسبة المودع في البنك.

4. يتم توزيع الأرباح بعد خصم المصارف النافذة وفقًا لل облаك المذكور في المودع، ويحتفظ البنك بنقل الأرباح المختلفة بناءً على القسم بين البنك وصاحب الحساب. في حالة زيادة الأرباح الموزعة المقررة على حساب المودع، يتمحول الأرباح torchvision في الحسابات، ويفضل توزيع الأرباح المختلفة بناءً على القسم بين البنك وصاحب الحساب.

5. يتم توزيع الأرباح بعد خصم المصارف النافذة وفقًا لل облаك المذكور في المودع، ويحتفظ البنك بنقل الأرباح المختلفة بناءً على القسم بين البنك وصاحب الحساب. في حالة زيادة الأرباح الموزعة المقررة على حساب المودع، يتمحول الأرباح torchvision في الحسابات، ويفضل توزيع الأرباح المختلفة بناءً على القسم بين البنك وصاحب الحساب.

6. يتم توزيع الأرباح بعد خصم المصارف النافذة وفقًا لل облаك المذكور في المودع، ويحتفظ البنك بنقل الأرباح المختلفة بناءً على القسم بين البنك وصاحب الحساب. في حالة زيادة الأرباح الموزعة المقررة على حساب المودع، يتمحول الأرباح torchvision في الحسابات، ويفضل توزيع الأرباح المختلفة بناءً على القسم بين البنك وصاحب الحساب.

7. يتم توزيع الأرباح بعد خصم المصارف النافذة وفقًا لل облаك المذكور في المودع، ويحتفظ البنك بنقل الأرباح المختلفة بناءً على القسم بين البنك وصاحب الحساب. في حالة زيادة الأرباح الموزعة المقررة على حساب المودع، يتمحول الأرباح torchvision في الحسابات، ويفضل توزيع الأرباح المختلفة بناءً على القسم بين البنك وصاحب الحساب.

8. يتم توزيع الأرباح بعد خصم المصارف النافذة وفقًا لل облаك المذكور في المودع، ويحتفظ البنك بنقل الأرباح المختلفة بناءً على القسم بين البنك وصاحب الحساب. في حالة زيادة الأرباح الموزعة المقررة على حساب المودع، يتمحول الأرباح torchvision في الحسابات، ويفضل توزيع الأرباح المختلفة بناءً على القسم بين البنك وصاحب الحساب.

9. يتم توزيع الأرباح بعد خصم المصارف النافذة وفقًا لل облаك المذكور في المودع، ويحتفظ البنك بنقل الأرباح المختلفة بناءً على القسم بين البنك وصاحب الحساب. في حالة زيادة الأرباح الموزعة المقررة على حساب المودع، يتمحول الأرباح torchvision في الحسابات، ويفضل توزيع الأرباح المختلفة بناءً على القسم بين البنك وصاحب الحساب.

10. يتم توزيع الأرباح بعد خصم المصارف النافذة وفقًا لل облаك المذكور في المودع، ويحتفظ البنك بنقل الأرباح المختلفة بناءً على القسم بين البنك وصاحب الحساب. في حالة زيادة الأرباح الموزعة المقررة على حساب المودع، يتمحول الأرباح torchvision في الحسابات، ويفضل توزيع الأرباح المختلفة بناءً على القسم بين البنك وصاحب الحساب.
processes of deposit and withdrawal as detailed in the terms and conditions of ATM card.
5. Deposits and withdrawals shall be accepted in the same currency of account and shall be exchanged as needed based on the daily exchange rate applied by The Bank after deducting expenses (if any).
6. Amounts may be transferred from one account to another within The Bank, or to an account with another bank, or a bank transfer may be issued (bank cheque or telex) in the same currency of account as per the request of the accountholder. When needed the exchange shall be made on the basis of the daily exchange rate applied by the bank, after deducting expenses (if any).
7. Accounts that are opened in currencies other than the Bahraini Dinar shall be subject to foreign exchange monitoring regulations and other regulations in force in the Kingdom of Bahrain.
8. Withdrawals that are made by payment orders or mail transfers or via telex are subjected to the schedule of fees applicable in the Bank.
9. The accountholder authorizes The Bank to deduct the costs and expenses of telexes, drafts, fees payments, service fees and commissions, or any other costs of services that are requested by the accountholder from any of his accounts in the Bank.
10. Incoming transfers, shall be added to the account after physical collection of the same. The Bank shall send a notice of collection to the accountholder.
11. The Bank has the right to reject or accept the deposit of any amount in the account. The Bank may set a certain ceiling for the amounts that can be deposited in the account.
12. The Bank is entitled to deduct any amounts from the accounts of the accountholder in order to setoff and settle any outstanding dues against the accountholder for the benefit of the Bank.
13. Any amendment or correction in the records that is made by the employee in charge is considered effective and valid.
14. The accountholder acknowledges the right of The Bank to claim for the amounts that have been mistakenly paid to him/her, and shall be obliged to pay and settle the amounts in the manner and date that are determined by the Bank.
15. Each heir or other persons authorized to receive the balance available in any account, shall prove their legal eligibility and submit the heirship certificate issued by the concerned authorities in accordance with the applicable regulations and laws in the Kingdom of Bahrain.

D) Freezing and Closing the Account
1. The Bank reserves the absolute right to freeze or close any account in any of the following cases:
   a) if the accountholder committed any violation of the Central Bank of Bahrain regulations or the laws applicable in the Kingdom of Bahrain.
   b) if the accountholder failed to provide any documents or information requested from him/her.
   c) if the accountholder stopped using the account for a period of six consecutive months.
   d) If any other reason that the Bank sees appropriate according to its sole discretion.
2. The Bank shall notify the accountholder in case of closing or freezing the account in the manner that the Bank sees appropriate.
3. If the account is closed or frozen, any ATM card issued in the name of the account shall be automatically cancelled and the Bank may revoke its validity effective from the date of closing or freezing the account.

5. 2. If the account is closed or frozen, any ATM card issued in the name of the account shall be automatically cancelled and the Bank may revoke its validity effective from the date of closing or freezing the account.
6. 8. Withdrawals that are made by payment orders or mail transfers or via telex are subjected to the schedule of fees applicable in the Bank.

General Terms and Conditions

Licensed as an Islamic Retail bank by the Central bank of Bahrain
في حالة فتق الحساب أو تمديد تعني أي رقابة صرف آلي صادر
3. يُسمح بالحساب مفتوحًا بالتبليط، وتقوم بنك وفق التعامل بها باعتراف عن
تاريخ الحساب أو تمديد. يتم المعالج Workshop or إدخال المدفوعات.
31 · نهاء · وفي حالة فالوا فات الحساب في حالة من البنوك، ويفتر
سابك الحساب بأنه قد تميز برسالة هذه المكافأة للحساب المذكور إن تعذر
الوصول إليه أثناء المدة المحددة.

ه) إخلاء المسؤولية
1. لا يتحمل البنك أي مسؤولية عن أي دخائر أو أضرار قد تلقى بصاحب
الحساب طبقة التالية:
• أي أضرار مالية، خاصة ملموسة.
• أي فتاوى أو بيانات معينة على استخدام الحسابات أو
• وفق التعامل بها.
• لا يتحمل بنك التجاري الإسلامي أي مسؤولية، خسائر صائبة، أو
• أو عتبات قد نشأ عن أي حالة علاقة باعتراف عن طريق الوضوح، أو
• أية خدمات صغرى أو وثيق، على سبيل المثال أي تصرير،
• أية خدمات صغرى وفقًا وثائق البنوك عن أي تسءة أو مزيد، مفيدة، ضرورية، شبه ضرورية أو أي عمليات أخرى سواء كنت
• مالية أو مالية.
• في حالة المعقلة التي يتم عن طريق الخدمات الإلكترونية أو الصرف
الآلي أو الهاتف، يكون صاحب الحساب مسؤولًا بمجرد أن تدفقت
الإرتفع السماوية الخاصة به، أي أنه لا يتحمل صاحب الحساب على
الإيرادات تكون صاحب الحساب ومنظم صاحب الحساب بإعادة
البنك عن أي مسؤولية، ويعويض البنك عن أي تسءة أو مزيد يترتب
على الاستخدام غير المصرح به لنفس الدورة.

ج) توقيض
1. يلتزم صاحب الحساب توقيض البنوك عن أي دخائر قد تكبدته البنوك
بسبب من الحساب، ويجعل تعويض فرصة من جميع المطالبات والأضرار أو
ال требования الذي قد تمت لأي سبب كان.

د) التعليمات
1. على صاحب الحساب إبلاغ البنك مرة غير منع عيونه السابق عن عيونه
الدولي، إلا أن البنك ي/pgي نسبة النسبة من البنك على المعلومات الساقط.
قد استمرت على طوله.
2. يرسل بنك تعويض النسخ على المزايا الذي يقدم صاحب الحساب وذلك
طبقًا لنظام المخصص من البنوك، ويعويض المخصصات المتصلة
وموافق عليها من صاحب الحساب ما لم يتعرض عليها خلال 15 يومًا من
تاريخ إرسالها إليه.

ح) القانون الفاسي
1. تخص الاعلانات بين صاحب الحساب، والبنك في جميع أنواع الخدمات
للعديد، وإذن المكافأة المرسلة من البنوك على القياس الساقط.
قد استمرت على طوله.
2. يشير الملاحظة إلى البنوك على المزايا الذي يقدم صاحب الحساب وذلك
طبقًا لنظام المخصص من البنوك، ويعويض المخصصات المتصلة
وموافق عليها من صاحب الحساب ما لم يتعرض عليها خلال 15 يومًا من
تاريخ إرسالها إليه.

د) التعليمات الرسمية
1. يتخذه البنك ببطاقة إرساء أية تعديلات أو إضافات على شبكات وأحكام
الحسابات في أي وقت دون نية لتغيير أو تغيير النسخة الفاعلة من الحساب.
وفقًا للأحكام التعليمات الرسمية، يبتكر البنك
بإجراءات صاحب الحساب بالتفعيل أو الإضافة الأخرى التي يراه البنك
تماسك.

i) متوافق شروط
1. يحتوي البنك ببطاقة إرساء أية تعديلات أو إضافات على شبكات وأحكام
الحسابات في أي وقت دون نية لتغيير أو تغيير النسخة الفاعلة من الحساب.
وفقًا للأحكام التعليمات الرسمية، يبتكر البنك
بإجراءات صاحب الحساب بالتفعيل أو الإضافة الأخرى التي يراه البنك
تماسك.

j) متوافق شروط
1. يحتوي البنك ببطاقة إرساء أية تعديلات أو إضافات على شبكات وأحكام
الحسابات في أي وقت دون نية لتغيير أو تغيير النسخة الفاعلة من الحساب.
وفقًا للأحكام التعليمات الرسمية، يبتكر البنك
بإجراءات صاحب الحساب بالتفعيل أو الإضافة الأخرى التي يراه البنك
تماسك.

k) متوافق شروط
1. يحتوي البنك ببطاقة إرساء أية تعديلات أو إضافات على شبكات وأحكام
الحسابات في أي وقت دون نية لتغيير أو تغيير النسخة الفاعلة من الحساب.
وفقًا للأحكام التعليمات الرسمية، يبتكر البنك
بإجراءات صاحب الحساب بالتفعيل أو الإضافة الأخرى التي يراه البنك
تماسك.

l) متوافق شروط
1. يحتوي البنك ببطاقة إرساء أية تعديلات أو إضافات على شبكات وأحكام
الحسابات في أي وقت دون نية لتغيير أو تغيير النسخة الفاعلة من الحساب.
وفقًا للأحكام التعليمات الرسمية، يبتكر البنك
بإجراءات صاحب الحساب بالتفعيل أو الإضافة الأخرى التي يراه البنك
تماسك.

m) متوافق شروط
1. يحتوي البنك ببطاقة إرساء أية تعديلات أو إضافات على شبكات وأحكام
الحسابات في أي وقت دون نية لتغيير أو تغيير النسخة الفاعلة من الحساب.
وفقًا للأحكام التعليمات الرس
Fourth: The Terms and Conditions of Current Accounts

1. No current account shall be opened in the name of any natural person who is under the age of 21 years (twenty one).

2. Deposits and withdrawals in/from the current account opened in a foreign currency shall be made in foreign currencies or according to exchanging system as per the regulations applied by the Central Bank of Bahrain.

3. The credit balance in this account is considered as a loan from the accountholder to the Bank and is payable on demand and therefore no profits or losses shall be calculated.

4. The Bank may establish from time to time the minimum limit of account balance whether the account is in Bahraini Dinars or in other currency. The Bank has the right to determine from time to time a monthly fee that should be paid by every accountholder whose account balance is less than the minimum limit. The Bank is obliged to announce the due fee and the minimum balance limit in all of its announcement channels.

5. The Bank may handover the accountholder a cheque book for a fee that is determined by the Bank from time to time.

6. The accountholder or his/her agent may withdraw cash from any of the Bank’s branches.

7. The accountholder undertakes to maintain the cheque book and use it by himself/herself (or by his/her agent) only to withdraw any amount from his account. In case of the loss of any of these cheques or in case of being seized by a third party, the accountholder undertakes to notify the Bank immediately to stop cashing the lost or seized cheques. The Bank shall not bear the responsibility of cashing any stolen or forged cheque or any cheque being involved in any act or conduct committed in violation of law before receiving a notification thereof.

8. In case of returning cheques drawn on the current account due to insufficient fund, the Bank shall apply the rules and regulations applied by the Central Bank of Bahrain.

9. “A Fee of BD 14 (Fourteen Dinars) shall be debited from the accountholder for any returned cheque due to insufficient fund. Such fee amount shall be equally divided between Bahrain Islamic Bank and the Central Bank of Bahrain. The Bank has the right to change this fee from time to time provided that it should announce in all of its announcement channels.”

10. The accountholder has no right to issue a cheque in any form other than the form of cheques that are produced by Bank.

11. The Bank has the right to pay and record in this account whether the balance is a creditor or debtor balance as a result of such record (all cheques, withdrawals, other payment orders and bills). The Bank may also record in the account any draft it receives irrespective of its type, and the accountholder shall pay the amount of deficit in the account as soon as the Bank requests that.

12. The Bank has the right to dishonor any cheques, bills and other payment orders if there is no sufficient fund in the account under which the payment is requested even if the accountholder
Fifth: The Terms and Conditions of Fixed Investment Deposits

1. The duration of the fixed investment deposit is determined in agreement between the account holder and the bank and is automatically renewable for a similar period unless the account holder requests not to renew it, at least three working days prior to its maturity date.

2. The bank shall issue a certificate in the name of the account holder containing the amount and duration of the investment deposit, and the investment rate. This certificate is non-negotiable and it is not permissible to endorse it or arrange any rights on it.

3. In case of damage or loss of the fixed investment deposit certificate, the account holder should contact the bank to issue a new certificate in accordance with the fees that are announced by the bank. The bank shall not be responsible for any illegal use of the lost certificate.

4. The fixed investment deposit funds shall be invested in accordance with the principle of absolute Unrestricted “Mudaraba” as detailed in the general terms and conditions.

5. The duration of the fixed investment deposit begins after one working day from the date of issuance of the certificate and the bank has the full right to dispose of the deposited funds as it sees appropriate to achieve the joint interest, including the determination of ways and areas of investment.

6. The account holder can request the closure of the investment deposit account before its maturity date according to the following conditions:
   • The account holder should inform the bank of his desire to close the account at least three working days before the closure date. In such case the operating rates and the profit rate shall be applied according to the regulations applicable in the bank. However, the bank reserves the right to modify the profit rate as it sees appropriate provided that the bank announces it in all of its announcement channels. In case the account holder receives profit that exceeds the profits calculated according to the applicable table, the bank may deduct the excess amount from the fixed deposit without the need for the consent of the account holder.
   • The bank shall charge the account holder an amount of BD10 (Ten Bahraini Dinars) as management fee towards closure of the investment deposit before its maturity date.
   • The account holder authorizes the bank to add any profits into his/her current, investment saving account or any other account.
   • The account holder may mortgage his/her investment deposit as guarantee for any facilities from the bank according to the applicable conditions.
   • The account holder has no right to mortgage his/her investment deposit or arrange any rights upon it to any other party.

Sixth: The Terms and Conditions of “Iqra” Investment Account

1. The bank can open a separate “Iqra’” account for each person wishing to subscribe to this account in his/her personal name or in the name of his/her children.

2. In case of opening the account in the name of children under the age of 18 years, the guardian will become the legal representative who is authorized to open and manage the account, and sign all forms and other documents relating to the account.

3. The account holder shall specify the monthly subscription amount and the period of subscription in the application form.

4. The minimum subscription limit is BD30 per month.
Seventh: Tejoori Al Islamic Savings Terms and Conditions

1. Tejoori Al Islamic Savings Certificates are issued by the Bank for its customers who wish to open a Tejoori Al Islami account to enable them to save and at the same time be eligible for winning any of the prizes for Tejoori Al Islami certificate holders.

2. The customer may open a Tejoori Al Islami account for a minimum sum of BD50 (Bahraini Dinars Fifty) and to obtain a Tejoori Al Islami savings certificate from any branch of the Bank Branches.

3. The Bank shall apply upon Tejoori Al Islami Account the Mudaraba system at the same rate of savings accounts.

4. The value of each Tejoori Al Islami certificate is BD50 (Bahraini Dinars Fifty) and the Accountholder may obtain any number of certificates.

5. The Bank shall not issue Tejoori Al Islami certificates in consideration of cheques except upon collecting the amounts thereof.

6. Tejoori Al Islami certificates shall be non-negotiable and non-transferable.

7. The Bank will not issue any Debit card or cheque book for holders of Tejoori Al Islami savings accounts.

8. Each Tejoori Al Islami certificate qualifies the holder to enter the raffles organized by the Bank for Tejoori Al Islami Certificate holders as announced by the bank from time to time.

9. A Tejoori Al Islami certificate will entitle its owner to enter the prize raffle 7 days after the issue date thereof.

10. Individuals of all nationalities who are more than 18 years old may open Tejoori Al Islami accounts and obtain Tejoori Al Islami Savings Certificates.

11. After the elapse of eight months or at the end of the withdrawal period, the Bank shall return the total amount available in the account or part of it including the actual profits without any fees.

<table>
<thead>
<tr>
<th>Due Amount</th>
<th>Withdrawal Period of Savings</th>
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<tbody>
<tr>
<td>The Bank shall return the total amount of it subscription amount to the accountholder and deducts an amount that equals to BD30 to cover for the costs incurred by the Bank.</td>
<td>During the period of eighteen months. The bank shall return the total amount available in the account or part of it including the actual profits without any fees.</td>
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</tbody>
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<th>clause</th>
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<tbody>
<tr>
<td>1.</td>
<td>شهادة تجوري الإسلامي هي شهادة توفير يصدرها البنك لزبائنه لزيادة في حساب تجوريهم.</td>
</tr>
<tr>
<td>2.</td>
<td>يجوز للزبون فتح حساب تجوري الإسلامي مقابل إيداع مبلغ لا يقل عن الفئات المذكورة أعلاه.</td>
</tr>
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<td>3.</td>
<td>يقرر ال직وبيين إراح اجتماعي المبالغ الموجودة في الحساب أو جزء منها بما فيهم الأرباح الفعلية.</td>
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<tr>
<td>4.</td>
<td>لن يقوم البنك بإصدار بطاقات صرف أو دفتر شيكات للحسابات.</td>
</tr>
<tr>
<td>5.</td>
<td>ستحوي شهادات تجوري الإسلامي على الجوائز لهذا النسخة.</td>
</tr>
<tr>
<td>6.</td>
<td>في حالة رغبة صاحب الحساب في السحب أو جزء منها خلال فترة تقل عن شهرين، سيمنح البنك سحبًا عامًا.</td>
</tr>
<tr>
<td>7.</td>
<td>لن يصدر البنك بطاقة صراف آلي أو دفتر شيكات لحساب تجوري الإسلامي.</td>
</tr>
<tr>
<td>8.</td>
<td>لن يتم تحويل الأموال المودعة في هذا الحساب من خلال والدائم المصارفية المطلقة، تطبيقًا للتفاصيل المذكورة في الشروط والأحكام العامة.</td>
</tr>
<tr>
<td>9.</td>
<td>لن يصدر البنك المبالغ الموجودة في الحساب أو جزء منها بما فيها الأرباح الفعلية.</td>
</tr>
<tr>
<td>10.</td>
<td>في حالة استثناء يكون خاصًا، يتم تحويل الأموال المودعة في هذا الحساب من خلال والدائم المصارفية المطلقة، تطبيقًا للتفاصيل المذكورة في الشروط والأحكام العامة.</td>
</tr>
<tr>
<td>11.</td>
<td>شروط وأحكام حساب تجوري الإسلامي</td>
</tr>
</tbody>
</table>
Licensed as an Islamic Retail bank by the Central bank of Bahrain
Eighth: The Terms and Conditions of ATM Card

1. The ATM card shall be issued for personal accounts and for accounts of the individual establishments only at the request of the account holder.

2. The card and its PIN shall be issued on the full responsibility of the account holder who should safeguard it. The account holder or others have no right to recourse to The Bank for any damages or harms that might occur as a result of misusing the card or using it in illegal ways.

3. In order to safeguard the card and the PIN and to avoid its use by others, the account holder should follow the following steps:
   - Sign the white ribbon which is fixed at the back of the card immediately after receiving the card from The Bank.
   - Avoid informing any other party of the card’s PIN number.
   - Take all precautionary and care measures to ensure the preservation of the card and not damaging it or exposing it to heat, or bending it, etc.

4. The account holder is obliged to compensate The Bank for any losses or damages that may result from the illegal use of the card.

5. The account holder must inform The Bank in writing as soon as the card is lost or stolen, or the PIN number is disclosed to any person not legally authorized to use the card. The Bank does not bear the responsibility of any damages or losses that result from using the lost or stolen card except from the time of receiving the aforementioned written notification.

6. The card is the ownership of The Bank and its holder must return it to the Bank upon its request. The Bank has the right to cancel the card or to stop dealing with it, without the consent of the account holder. The cancellation of the card or the stoppage of dealing with it does not affect the obligations of the account holder that result from using the card before its cancellation or stoppage.

7. The Bank has the right to refuse the issuance of a new card without giving reasons.

8. The account holder is obliged always to settle all withdrawals, transfers, payments, and any amounts due as a result of using the card.

9. The Bank shall not be responsible for any loss, damage or delay, or any act that may be performed by the account holder outside the scope of this agreement.

10. The Bank is not responsible for not accepting the card by any third party.

11. The Bank shall not be responsible for shortage of liquidity in the ATM machine.

12. The Bank shall not be responsible for any losses or damages that result from the suspension of the ATM system.

13. The Bank has the right to make immediate deduction from the card account as a result of using the card for any withdrawals, transfers, payments, commissions or other expenses owed to it, or any fees charged for the issuance and usage of the card. Also, the Bank has the right to restrain this account within the limits of the amount of receivables.

14. The Bank shall record the cash deposited through the ATM in the beneficiary’s account on the following working day after ensuring the correctness of deposit.

15. The account holder shall agree with any deductions made as a result of using the card, and shall acknowledge the correctness of data recorded by The Bank in relation to the card transactions. Such data represents a binding evidence to confront the account holder, and if he claims otherwise, he has to prove his claims within a period not exceeding 45 days.

16. The card may be used at the ATMs of The Bank as well as the ATMs that bear International Visa logo, MasterCard logo, Benefit network, GCC net., and Points Of Sale that carry the Visa International logo or MasterCard which are scattered throughout the world. Also, the card allows the GCC net P.O.S Cardholder to obtain all services that are announced from time to time by The Bank.

17. The ATM card shall be issued for personal accounts and for accounts of the individual establishments only at the request of the account holder.

18. The card and its PIN shall be issued on the full responsibility of the account holder who should safeguard it. The account holder or others have no right to recourse to The Bank for any damages or harms that might occur as a result of misusing the card or using it in illegal ways.

19. In order to safeguard the card and the PIN and to avoid its use by others, the account holder should follow the following steps:
   - Sign the white ribbon which is fixed at the back of the card immediately after receiving the card from The Bank.
   - Avoid informing any other party of the card’s PIN number.
   - Take all precautionary and care measures to ensure the preservation of the card and not damaging it or exposing it to heat, or bending it, etc.

20. The account holder is obliged to compensate The Bank for any losses or damages that may result from the illegal use of the card.

21. The account holder must inform The Bank in writing as soon as the card is lost or stolen, or the PIN number is disclosed to any person not legally authorized to use the card. The Bank does not bear the responsibility of any damages or losses that result from using the lost or stolen card except from the time of receiving the aforementioned written notification.

22. The card is the ownership of The Bank and its holder must return it to the Bank upon its request. The Bank has the right to cancel the card or to stop dealing with it, without the consent of the account holder. The cancellation of the card or the stoppage of dealing with it does not affect the obligations of the account holder that result from using the card before its cancellation or stoppage.

23. The Bank has the right to refuse the issuance of a new card without giving reasons.

24. The account holder is obliged always to settle all withdrawals, transfers, payments, and any amounts due as a result of using the card.

25. The Bank shall not be responsible for any loss, damage or delay, or any act that may be performed by the account holder outside the scope of this agreement.

26. The Bank is not responsible for not accepting the card by any third party.

27. The Bank shall not be responsible for shortage of liquidity in the ATM machine.

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30. The Bank shall record the cash deposited through the ATM in the beneficiary’s account on the following working day after ensuring the correctness of deposit.

31. The account holder shall agree with any deductions made as a result of using the card, and shall acknowledge the correctness of data recorded by The Bank in relation to the card transactions. Such data represents a binding evidence to confront the account holder, and if he claims otherwise, he has to prove his claims within a period not exceeding 45 days.

32. The card may be used at the ATMs of The Bank as well as the ATMs that bear International Visa logo, MasterCard logo, Benefit network, GCC net., and Points Of Sale that carry the Visa International logo or MasterCard which are scattered throughout the world. Also, the card allows the GCC net P.O.S Cardholder to obtain all services that are announced from time to time by The Bank.
1. Bahrain Islamic Bank B.S.C. (“the Bank”) provides its customer (“the Customer”) with the Internet and/or Phone Banking (“the Service”) through the Internet Banking site of the bank http://www.ebisb.com and the Phone Banking hotline 17515151.

2. The Customer agreed to keep any access identification codes and passwords secret to take all precautions necessary to prevent unauthorized use thereof or access to the electronic platform accessible via the internet and phone (“the Platform”). The Customer undertakes to change the passwords frequently and to notify the Bank immediately in the event that the Customer knows or suspects:

   i. such access identification codes and/or passwords to have been disclosed to any unauthorized person and/or
   ii. any unauthorized use or misuse of the Platform or Service. The Bank assumes no responsibility for fraudulent or unauthorized use of the Customer’s access identification codes and/or passwords.

3. The Customer understood and agreed that neither the Bank nor its affiliates or its or their employees shall be liable for any loss howsoever arising including direct, indirect, incidental, punitive, special or consequential damages (including, but not limited to, loss of profit, lost data, loss of the use of the Services, business interruption, loss of business reputation or goodwill, costs of substitute services, or downtime costs) suffered by the Customer in respect of or in connection with the Service or of the Platform including but not limited to:

   a) any malfunction, errors, omissions, delay, breakdown, interruption in, improper operation of, inaccuracies in the operation of the Service;
   b) the non-availability of the Internet, telephone, or the Platform;
   c) any loss, damage or destruction caused to the Customer’s computer equipment, software or other data processing system as a result of using the Service;
   d) any breach of confidentiality resulting directly or indirectly from the Customer’s use of the Service or the Platform; or
   e) Any matter arising from causes beyond the Bank’s control.

4. Neither the Bank nor affiliates or its or their employees give any warranties, express or implied regarding the Service or the Platform.

5. The Bank shall be entitled to rely on any instructions, which the Bank believes to be genuine and to have been received from the Customer. The Customer accepts all risks of misunderstanding and errors, and the risks of instructions being given fraudulently and/or by any unauthorized parties and agrees that the Bank shall not be responsible for any loss, liability, or expense that may arise in the event of issuing a new card.

6. The cardholder has no right to use the card for goods or services that are repugnant to Sharia’a principles; and if that happens, he shall bear the full responsibility, and the Bank shall have the right to cancel and withdraw the card and stop the payment, as it deems appropriate.

7. The Bank shall be entitled to rely on any instructions, which the Customer agrees to be genuine and to have been received from the Customer. The Customer accepts all risks of misunderstanding and errors, and the risks of instructions being given fraudulently and/or by any unauthorized parties and agrees that the Bank shall not be responsible for any loss, liability, or expense that may arise in the event of issuing a new card.

8. The Customer shall be entitled to rely on any instructions, which the Bank agrees to be genuine and to have been received from the Bank. The Bank accepts all risks of misunderstanding and errors, and the risks of instructions being given fraudulently and/or by any unauthorized parties and agrees that the Bank shall not be responsible for any loss, liability, or expense that may result from such fraud, misunderstanding, errors and/or unauthorized instructions. The Customer hereby indemnifies the Bank, its officers, employees, agents, and representatives from and against all actions, proceedings, damages, costs, claims, demands, and/or by any unauthorized parties and agrees that the Bank shall not be responsible for any loss, liability, or expense that may result from such fraud, misunderstanding, errors and/or unauthorized instructions. The Customer hereby indemnifies the Bank, its officers, employees, agents, and representatives from and against all actions, proceedings, damages, costs, claims, demands, licensing as an Islamic Retail Bank by the Central Bank of Bahrain.
لا يمكنني قراءة النص العربي المطالب به.
The customer shall be the ultimate trustees of such identification facilities and shall keep the same safe and harmless, and, accordingly follow such instructions as may be given to the customer from time to time.

b) The Bank is the exclusive owner of the Identification Facilities used by the customer hereunder.

b) The customer agrees, accepts, and acknowledges:

i. That first use of the Service by him, constitutes the customer’s acceptance and agreement to be bound by these terms and conditions for which a separate written acceptance from the customer is not required.

ii. That the Bank’s record of the Account(s) shall be conclusive evidence and legally binding for all purposes.

iii. That any printouts, statements, files or data in any other form pertaining to the customer’s Accounts that may be downloaded or copied via use of the Service shall not be used in any dealings with third parties in whatsoever manner and the Bank is indemnified against all loss or damage which may occur as a result or any violation to the above.

iv. That the Bank or its Agents shall not be responsible for any liability, including but not limited to loss cost (direct or indirect) or damages (direct or consequential) or immediate refund, which may arise from their failure to properly identify the Beneficiary or for non-payment or any Payment Instrument because of loss, theft, misplacement, mistake omission or mutilation.

v. That the Bank may recover any amount due to it by debiting the customer’s Account(s) with the Bank whether these Accounts are associated or not with the Service.

vi. That the Bank reserves the right to charge a Service Fee at such rates as may be applicable from time to time by debit(s) to the Account. The Bank also reserves the right to revise its Service Fee rate(s) at any time without notice.

vii. That the customer shall be bound by Online Instructions given by the User.

viii. That the Bank or its affiliates are the owners of all rights in and to the website, phone banking service, and the Platform/s and each component thereof and all intellectual property with respect thereto.

b) The Bank rights:

i. Reserves the right to decline and application, to discontinue the provision of the Service in its entirety or to discontinue a part of the Service without assigning any reason.

ii. May appoint Agents to carry out any duties in connection with providing with and may delegate to such Agents the authority to perform any activity/function, which the Bank is entitled to or obliged to perform.

iii. Shall accept no responsibility should any of its Agents fail to meet the Value Date due to time constraints, time difference between regions and regional holidays.

iv. Shall have no responsibility for failure or non-performance of the Service beyond the control of the Bank or its Agents.

v. Shall not accept any claims from the customer for compensation of interest, loss of interest or value dating for any transaction carried out through the Service.

vi. Shall have the right to reject or cancel any transaction in the event of that transaction being incomplete, inconsistent, incorrect or in breach of any statutory or regulatory legislation.

b) The shari'ah

i. The customer shall be the ultimate trustees of such identification facilities and shall keep the same safe and harmless, and, accordingly follow such instructions as may be given to the customer from time to time.

b) The customer shall be the ultimate trustees of such identification facilities and shall keep the same safe and harmless, and, accordingly follow such instructions as may be given to the customer from time to time.
c) The customer shall exercise due care in using and preserving the privacy and confidentiality of the Identification Facilities and keep the Bank safe and harmless and indemnify the Bank against any claims for loss or damage (whether direct or consequential) which the customer may have or which otherwise may arise as a result of the course, or his permitted assigned, successors, in title, employees or any third parties to which the knowledge of such identification facilities shall become available by any means and due to any reason whatsoever.

d) For Joint Accounts, each of the parties to the Account that have separate Identification Facilities. Each of the Joint Account holders will be responsible and liable for all requests/transactions that are undertaken by such User(s) as per their access rights and privileges on the Account(s). The customer agrees to be liable for all the actions of all designated User(s) on these Accounts.

e) For commercial Accounts, the customer shall nominate User(s) and specify the User(s) individual access rights and privileges. Each user will have separate Identification Facilities. The customer will be liable for all requests/transactions that are undertaken by such User(s) as per their access rights and privileges on the Account(s). The customer agrees to be liable for all the actions of all designated User(s) on these Accounts.

f) In the absence of due notification of the Bank by the User or unauthorized usage of the Identification Facilities and of the request by the User to disable the same, the Bank shall consider any transactions requested by the way of using such facilities as authorized by the customer and shall process the same at the customer’s sole cost and risk.

g) The User shall exercise care while entering the credentials such as login ID and ePin and shall always access BisB Online Bank’s website www.eBisB.com.

l4. Exclusions of Liability
The Bank will in no way be liable to a Subscriber for any loss / damage caused / suffered in the following cases:

i. Upon termination of the Service or a part of the Service without giving prior notice to a customer.

ii. Any misuse of the Service by any User where the misuse is as a result of non-adherence to reasonable security procedures advised to the customer by the Bank from time to time.

iii. Where the customer fails to notify the Bank of any change in their address or e-mail address.

iv. Any errors or failures from any malfunction of the User Computer, Software, the Internet and Internet Service Provider, or any electronic viruses that may infect Computer/ Software that is used by the User.

v. Any industrial dispute or other matter outside the Bank’s control or the control of the Bank’s agents and sub-contractors;

vi. Any erroneous Payment to any Beneficiary arising from any inputting error the User may make;

vii. Any delay beyond the Bank’s control in making Payment to any Beneficiary;

viii. Any failure by the User to check any notice, communication which the Bank may have sent via Secure e-mail;

ix. Any loss of data, Software, Computer or other equipment caused or the control of the User Computer, Software, the Internet and Internet Service Provider, or any electronic viruses that may infect Computer/ Software that is used by the User.

x. Any loss arising out of any erroneous Payments or any delay in the transmission of funds through the Service to any Beneficiary which may result from the termination or disruption of the Service;

xi. For the accuracy of any Financial or Non-Financial Transaction undertaken by the customer.

xii. Any failure by the Bank to make a Payment to a Beneficiary or to carry out the customer’s instructions if the Account was attached by a court order or blocked/ frozen for whatever reason.

xiii. Any other loss that a customer may suffer by using the Service.

ix. For the accuracy of any Financial or Non-Financial Transaction undertaken by the customer.

15. Modifications
a) The Bank has the sole discretionary right to amend these terms and conditions at any time without giving a prior notice.
b) The Bank will treat subsequent use of the Service by the User after any amendment as acceptance of such amendment.

16. These terms and conditions are deemed to be an integral part of the terms and conditions governing accounts and services prevailing in the Bank from time to time, and are to be read and constructed therewith for all purposes and intents. Such terms and conditions can be obtained from any branch of the Bank, or by requesting them from the Bank.

17. Governing Law

These terms and conditions are governed by and will be constructed in accordance with Islamic Sharia’a and the Law of the Kingdom of Bahrain. When you use this Site you accept that you use of this Site and any information on the Site will be governed by the Laws of the Kingdom of Bahrain and you submit to the non-exclusive jurisdiction of the competent courts of the Kingdom of Bahrain.