

Privacy Policy

Introduction

KFH Capital Investment Company (the 'Company') offers a variety of products and services through the KFH capital market application (the 'Application') that enables its clients ("Clients") to view their portfolio positions and information about their invested funds, subscribe and redeem, speak to a financial advisor, request any of the services directly (Online), provide means of e-payment and easy procedures to organize the investment, subscription and redemption processes.

These Terms and Conditions have been prepared to rule and regulate the legal relations between the Company and the users of the Application. We strongly recommend and emphasize the need to read them carefully before using the application. Note that these Terms and Conditions are general terms and conditions for the use of the Application and the various products and services offered through the Application are subject to terms and conditions, contractual arrangements, regulatory and legal requirements and forms specific to each service or product. Hence, it is also essential to review those special terms and conditions, and fulfil their requirements, depending on the service to be availed, which in their entirety constitute material obligations to be complied with by "Clients". The Company makes these terms and conditions available on its websites through the links on the Company's official main website www.kfhcapital.com.kw.

About the Company

KFH Capital Investment Company KSCC is the owner, and the Application creator is licensed by the Capital Markets Authority. License No. AFP/2015/0025. The main location of the Application is at the official headquarters of the 'Company', whose legal address is

in Kuwait City, Ahmad Al Jaber Street, Baitak Tower, Floors 23/32/33 Kuwait, P.O. Box 3946, Safat, Postal Code 13040.

Definitions

“KFH Capital Market” or “Application” or “We” or “Your” refers to KFH Capital Market Application, and KFH Capital Investment Company in Kuwait.

“Agreement” refers to this document and the terms and conditions contained herein, as well as the Privacy Policy.

“User” or “You” or “Your” refers to the person who uses or visits the KFH Capital Market Application or visits the content available through the Application.

“Client” refers to individuals, institutions, companies, public and private entities that submit requests to invest, subscribe or redeem in the products provided by the Application in accordance with the terms and conditions of this agreement and the terms and conditions of the products described on the company’s website www.kfhcapital.com.kw.

‘Investment’ or “Product” refers to the portfolios, funds, trading accounts, units and shares of companies offered by the Application for investment.

“Contract” refers to the contract that is signed in writing or through the Application’s website or through the Company’s website, on the one hand, and the Client on the other hand, or that is implicitly entered into in accordance with the Terms and Conditions by requesting the service from the Client and the application performing it, and in all cases the explicit or implicit contract shall be binding on the Client.

Privacy Statement

- This Privacy Notice helps you understand how and why your personal data is collected and used when you visit the Company's website to learn about our products and services, and/or when you communicate with us directly by visiting our branches and offices, browsing our website and using the mobile "Application".
- The company is committed to protecting the privacy of its clients and their personal data in accordance with the regulatory framework issued by the Capital Markets Authority.

What personal data do we collect:

- We obtain your personal data in various forms including, but not limited to, name, contact details (address, telephone number, email address, mobile number), nationality, passport information, marital status, biometric data, photographs, video recordings, audio recordings, signatures, official documents, sensitive personal data and technological data by using cookies and other technologies, to remember your preferences and tailor content to your usage, including information about your device, Internet Protocol (IP) address, profiling technologies and correspondence records, including email, live chat, instant messaging and social media.
- We also collect your personal data directly from you through branches and client service centers, websites, mobile applications and forms as well as from third

parties, including but not limited to financial institutions, banks, the Public Authority for Civil Information, the Credit Information Network Company (Ci-Net), anti-fraud agencies, law enforcement agencies and other government entities.

How we use personal data

- With your consent, we use your personal data to provide our services and products, lawfully support our operations, fulfil our legal and contractual obligations and in legitimate business interests.

We will use and share your information for a number of purposes, including but not limited to the following:

- Delivering our services and products, managing your accounts and our relationship with you, as well as providing online and mobile services through digital platforms and channels and for identification, client support and risk management purposes.
- Processing card transactions and operations and completing payment requests.
- Investigating and preventing fraud and financial crimes.
- Verifying your credit profile, identity and financial information such as the amount you have borrowed and your payment history, and manage risks, including credit and operational risks.
- Data analysis and marketing through platforms, including but not limited to mail, email, phone, online advertising and social media.

- Analyzing your information to identify proper opportunities to promote, develop and improve the products and services.

Information We Share

- We may share your information with third parties, payment, settlement and other business service providers, ministries and government agencies, courts and law enforcement agencies, anti-fraud agencies, regulatory bodies, the Public Authority for Civil Information, the Credit Information Network Company (Ci-Net), insurance companies and service providers (such as postal service providers, retailers or with loyalty programs).
- We will maintain the privacy of your data, but we may share that information with third parties in the following cases, which include, but are not limited to:
 - Helping us process your payments.
 - In cases of suspected or actual fraud, financial crimes or criminal activity, or in monitoring, investigating and preventing fraud, financial crimes or criminal activity.
 - For legal purposes and regulatory requirements.
 - For identification and authentication.
 - We may share your personal data with the relevant insurance providers if you take an insurance product through KFH or another insurance company.

- We may share your personal data to fulfil our contractual agreements with service providers if you subscribe or register for services through those service providers.
- To recover debts and exercise our other rights under any agreements we have entered into with you.

How long we keep your personal data

- We will retain your data for as long as we need to provide you with our products and services, as required by applicable regulatory or legal requirements in the State of Kuwait.

How we keep your personal data secure

- We will take reasonable measures to protect your personal data from misuse, loss or unauthorized access, and we will periodically review our data collection and storage centers and security controls, including security measures, to prevent unauthorized access to systems and restrict employee access to personal data.
- Transmitting information through any unsecured electronic channels is always risky, so sending your information through such channels is entirely at your own risk.

Changes to the Privacy Notice

- We may in the future modify this Privacy Notice as appropriate and without prior notice, so you should review this policy before any transaction you make through the App.

Amendments, Additions and Cancellations

You understand and agree that our Services may be modified or updated on an ongoing basis, and that our Terms and Conditions and Privacy Policy may be modified, updated or added to from time to time. The Company will have no obligation to notify any users of the Application, so you should review this Agreement before any transaction you make through the Application. Accordingly, you acknowledge the right of the Company at any time, without prior notice and at its sole discretion, revise these terms and conditions or impose new terms and conditions related to the services of the application "KFH capital market" or obtain them. It is your responsibility to review these Terms and Conditions periodically to review any revisions to these Terms and Conditions, and any use of or access to KFH capital market products or services constitutes your acceptance of such revisions or additions.

The Application has the right to cancel any of the services available through it or to modify the application completely or change it or change its activity. We may also cancel or replace the Terms and Conditions and Privacy Policy at any time without requiring your consent.

Communications and Notifications

- The Application may contact you from time to time through the contact details you have provided to us, and you hereby authorize us to communicate with you electronically or by telephone.
- Any notifications that the Application wants to communicate to users are done through their contact details, and the user is assumed to be aware of the notification once the Applications ends it to them in the event that the user wishes to send notifications to us, this must be done through our contact details available on the app's pages.

Law

The interpretation and implementation of the terms of this document shall be governed by the regulations in force in the State of Kuwait. These terms are not limited to the terms contained herein, but extend to the terms and conditions of each individual product and also include all legal provisions governing civil and commercial relations and the law and regulations of the Capital Markets Authority in force in the State of Kuwait as long as they are complementary rules and do not conflict directly or indirectly with the terms contained in this document.

Jurisdiction

The Kuwaiti judiciary shall be competent to settle any dispute arising regarding the interpretation or implementation of any provision of this document. In the event that any provision is excluded by a court ruling, this shall not prejudice the validity of the other clauses, which shall remain in effect and produce their legal effects unless the application cancels the agreement.

Arabic Language

This document was drawn in Arabic. In case, if it is translated into any other language, the Arabic text shall prevail before all official and unofficial bodies if the foreign translation conflicts with it.