

App Terms and Conditions

For the purpose of these Terms and Conditions, 'Bank' shall refer to the Bank of Bahrain and Kuwait B.S.C. of P.O. Box 597, 43, Government Avenue, Manama, Kingdom of Bahrain.

'BBK Mobile App' shall refer to the Bank's mobile and tablet application. The BBK Mobile App, together with the Bank's 'BBK Online Banking' web application, shall be referred to as the 'Applications'.

Introduction

These Terms and Conditions shall include new services provided by the Bank in the present and in the future and new releases of the Applications. It is important that you, the Customer, read and accept these Terms and Conditions to use the Applications. If you do not understand or are unsure about any aspect of these Terms and Conditions, please contact the Bank to clarify the matter for you.

Please note that by accessing or authorizing others to use the Applications, you are agreeing to be bound by the entirety of these Terms and Conditions, as amended by the Bank from time to time. These Terms and Conditions shall form the underlying contract between you and the Bank relating to the Applications. The Bank reserves the right to ask you to read and accept more terms and conditions related to certain actions in your use of the Applications.

Services and Accessibility

All of your Bank accounts and BBK and CrediMax credit cards are accessible through the Applications.

Other types of financial and non-financial services may also be made available to you based on the Bank's sole discretion.

The Bank reserves the right to request any further documentation from you in its sole discretion, prior to allowing access to the Applications.

The Bank shall endeavor to keep the Applications accessible to you throughout the year, on a twenty four hour basis. This is subject to system maintenances, as well as other events outside of the Bank's control, which may cause some or all of the services provided to slow down or become unavailable from time to time.

By using the Applications, you understand and accept that the Bank may send 'rejection' or 'not able to process the request' messages for service requests which could not be executed by the Bank for any reason.

Supported Operating Systems

The BBK Mobile App currently works on iOS versions that are currently supported by Apple, as well as Android versions that are currently supported by Google. Please note that the supported operating systems are subject to change. Features may vary depending on your device or the version of the BBK Mobile App that you are using. Using unsupported and outdated browsers or operating systems may prevent access to the Applications.

Data Privacy

The Bank is committed to maintaining and protecting the confidentiality, integrity, and security of your personal and sensitive information. While the Bank shall make all reasonable efforts to ensure that such information is kept confidential, it shall not be responsible nor held liable for any inadvertent divulgence or leakage of confidential information for reasons beyond its control or by action of any third party.

By accepting these Terms and Conditions, you expressly authorize the Bank to access your account information, and also consent to the Bank's processing and storing of personal data, and sharing of information regarding your account(s) with any service provider or third party, as may be required to provide the services under any facility.

The Bank's Privacy Statement has been developed in line with the Bahrain's personal data protection laws, and can be located on the Bank's official website:

<https://www.bbkonline.com/wp-content/uploads/2022/12/BBK-Data-Privacy-Statement.pdf>

Cookies

The Applications may use cookies to enhance your user experience and allow some Applications to work. Any data collected before you uninstall the BBK Mobile App will be retained in accordance with the applicable laws.

Open Banking

You may choose to view certain accounts held with other banking providers that are supported within the BBK Mobile App. To provide these services, we will need to request certain data from other banking institutions, and will therefore require your consent. Subject to the applicable laws, this account information may include balances, transactions and account identifiers, as well as any other information as may be required to avail the services. Once your consent has been given, we will grant a third party provider with access to the required information to aggregate your accounts.

Intellectual Property

All trademarks, brand marks and trade names shown on the Applications or any related sites thereof, are protected by the applicable laws of their governing jurisdictions. Any unauthorized use of any trademark, logo or product name is strictly prohibited and shall only be permitted under license.

Assumption of Responsibility

The Bank shall record your transactional details and such records will be regarded as conclusive proof of the authenticity and accuracy of your transactions.

By accepting these Terms and Conditions, you warrant and agree that you shall assume full responsibility for any loss or damage which may occur through your use of the Applications. This shall include all transactions, including those that are unauthorized, erroneous, wrong, incorrect, mistaken and/or false. For the avoidance of doubt, you shall be deemed to have expressly authorized the Bank to carry out all requests and transactions received from your device(s) and authenticated with your login password, fingerprint, or registered Face ID. These requests and transactions may include, without limitation, payment facilities, funds transfers, bill payments, and prepaid top-ups. These authorizations may also include requests for one-time password (OTP) originating from your device(s) and/or push notifications, SMS and/or e-mail, which you shall be deemed to have expressly authorized.

You shall assume full responsibility for any erroneous or fraudulent activity occurring on a jail broken or rooted device. For the avoidance of doubt, the Bank shall not be liable for any damage or loss occurring from a device in which the official operating system was modified or removed. Please make sure you take all possible steps to ensure that your device(s), login credentials, personal and account information, as well as any other sensitive information accessible through the Applications, is not shared with any person or third party. In the event of suspected fraudulent activity, you must immediately contact the Bank on the 24/7 customer line on +973 17117117 in order for us to take the necessary actions on your account.

While the Bank endeavors to carry out any instructions received from you in good faith, it will not be held liable nor responsible for any delay and/or failure in carrying out the instructions, for any reason. This shall include but shall not be limited to the failure of an operational system or any legal requirement.

Funds Transfers

Once you have initiated a transfer of money through either of the Applications, you will have no ability to stop the transfer. While we endeavor to carry out any instructions received from you to stop any transfer in good faith, we will not be held liable nor responsible for any delay and/or failure in carrying out these instructions, for any reason.

Any transactions involving foreign currency will only be processed during normal banking hours on banking business days in the Kingdom of Bahrain. In the event of a foreign currency transfer request outside of normal banking hours, the request will be processed on the following banking business day. The exchange rate applicable will be the one at the time of processing, which may vary from day to day. Any such after-hours request shall be done at your own risk and the Bank shall not be held liable for any fluctuations in exchange rates.

Funds transfers may be delayed or blocked to prevent suspected fraud or to comply with certain legal and regulatory requirements. In the event of a blocked payment, we shall endeavor to notify you as soon as reasonably practicable.

When initiating international transfers, you may be subject to certain additional fees charged by any intermediary, beneficiary and receiving banks which may not be known at the time of transfer. These charges shall be recovered from your accounts with the Bank by debit. In the event of an overdraft in the accounts charged with such fees, you shall be charged the fees and interests applicable to unauthorized overdrafts, as per the Bank's standard policies.

Promotional Messages

By using the Applications, you hereby authorize the Bank and its agents to send you promotional messages. These promotional messages may include the products of the Bank, greetings or any other messages as the Bank may consider from time to time. You may unsubscribe from receiving direct marketing messages and may re-subscribe again at any time at your own discretion. More details on this subject are available on the Bank's official website on www.bbkonline.com

Changes to the Terms and Conditions

These Terms and Conditions may need to be updated and revised from time to time in order to adapt to new laws or to add new provisions. The Bank endeavors to publish any such updates on its official website and may notify you through different means from time to time. The Bank may prompt you to reaccept the updated Terms and Conditions, if and when required.

Accurate Customer Details

It shall be your responsibility to ensure that the correct details are listed in the Bank's records. This shall include, without limitation, your place of permanent residence, your mobile and contact details, and any other details as requested by the Bank from time to time. In the event of any changes to your personal information, you must promptly update your details using the Applications or by contacting the Bank to do the needful.

Indemnity and Limitation of Liability

By accepting these Terms and Conditions, you hereby agree to indemnify and hold harmless the Bank against all actions, claims, demands proceedings, loss, damages, costs, charges and expenses which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or arising out of or in connection with the Applications. This shall include, without limitation:

- i. Unauthorized access to the Applications.
- ii. The provision of any information, instruction, or triggers relating to the Applications to any third party.
- iii. Any form of misrepresentation by you to the Bank, including but not limited to false, fraudulent or outdated information of any kind.
- iv. Any infringements of the Bank's copyright and intellectual property.
- v. Any illegal or damaging activities, including without limitation, attempting to disrupt or gain unauthorized access to any part of the Applications, and introducing and/or transmitting malicious or technologically harmful material such as Trojan horses or logic bombs.

Accordingly, you accept and acknowledge that any default hereunder may lead to restrictions on your access to the Applications.

No Waiver

The Bank's failure or delay in exercising any right or remedy hereunder shall not constitute a waiver of any such right or remedy.

Termination

These Terms and Conditions shall be continuing and shall not be affected by any limitations of actions or time except by operation of law and shall remain binding and valid throughout the period that you remain registered with the Bank for availing these services.

The Bank reserves the right to immediately block and suspend your access to the Applications and to terminate these Terms and Conditions, at its sole discretion, for any reason whatsoever.

Governing Law and Dispute Resolution

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Kingdom of Bahrain. In the event of any conflict arising from these Terms and Conditions, you shall submit to the exclusive jurisdiction of the competent courts of the Kingdom of Bahrain.

Charges

You shall incur normal account and services fees, as published on the Bank's official website www.bbkonline.com