

I/We the undersigned confirm that I/We have received a copy of BBK's Accounts Terms and Conditions.

## Definitions:

**Bank:** Bank of Bahrain and Kuwait B.S.C - A Bank registered in the Kingdom of Bahrain and licensed by the Central Bank of Bahrain as a Conventional Retail Bank.

**Customer:** The owner of the Account.

**Account:** The Account to be opened in accordance with the Customer's instruction and will be assigned an Account Number.

**Card:** The Debit Card which is issued by the Bank to the Customer.

**Cardholder:** The Customer to whom a Card is issued by the Bank.

**PIN:** The Personal Identification Number issued for use with the Card.

**ATM:** Any Automated Teller Machine installed by the Bank or other banks locally or internationally.

**Smart ATM:** Any Smart Automated Teller Machine installed by the Bank.

**DM:** Any Deposit Machine (cash/cheque) installed by the Bank.

**CDM:** Any Corporate Deposit Machine (cash/cheque) installed by the Bank.

**POS:** Designated Point Of Sale terminal at retail or other business establishment.

**Working Day:** The day on which the Bank is open for operation and provides its services.

## General Terms and Conditions:

### 1. Integral Part of the Account Terms and Conditions:

- 1.1 The Parties acknowledge and agree that the documents listed in this Article 1 are an integral part of these Account Terms and Conditions.
  - 1.1.1 The Customer Consent Form.
  - 1.1.2 The KYC forms.
  - 1.1.3 The FATCA/CRS Forms.
- 1.2 Notwithstanding the above, the Bank may require the Customer to sign further documentation at its discretion from time to time.

### 2. Customer Information and Documentation:

- 2.1 The Customer hereby undertakes to provide the Bank with all information, relevant documents and explanation when opening an Account and/or whenever requested to do so.
- 2.2 The Customer shall provide updated documents when any of these documents provided becomes invalid or expired, is renewed, updated or as and when requested by the Bank.
- 2.3 The Customer should immediately notify the Bank upon any change in any Customer information provided to the Bank earlier.

### 3. Communication:

- 3.1 Address as given by the Customer shall be deemed to be the proper address for any communication, notice, statement or letter between the Bank and the Customer.
- 3.2 Any change of address of the Customer should be immediately notified to the Bank in writing and any failure to do so will be at the own risk and responsibility of the Customer.
- 3.3 In consideration of the Bank agreeing to accept and act in accordance with instructions given by the Customer or on the Customer's behalf by electronic method (outside of the usual Bank offered channels) or facsimile, the Customer undertakes and agrees to the following:
  - 3.3.1 With regard to instructions issued by electronic method or by facsimile mentioned in 3.3 above, the Customer accepts all risks of misunderstandings, technical errors and the risk of instructions being given fraudulently or by any unauthorized parties and agrees that the Bank shall not be responsible for any loss that may result from such instructions.

### 4. Deposit and Withdrawal:

- 4.1 The Account number should be specified in the deposit and withdrawal forms and in case the Account number is not shown, the Bank shall not assume any responsibility in this respect.
- 4.2 The Customer should receive the official receipt when depositing any amount and should verify the validity of the information in the received receipt.
- 4.3 The Customer's signature on the withdrawal forms should be same and similar to the approved signature specimen in the Bank records.
- 4.4 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 Bank charges if any.
- 4.5 Deposits and withdrawals by way of drafts and telex transfers are subject to the Bank's schedule of charges.
- 4.6 Cheques drawn on other banks and other instruments accepted for deposit are credited to the Account subject to clearance and final receipt of payment.
- 4.7 Inward transfers shall be deposited to the Account after physical collection of the same. The Bank shall send a notice of collection to the Customer.
- 4.8 The Bank has the right to reject or accept the deposit of any amount in the Account and has the right to report any suspected transactions to the appropriate authorities.
- 4.9 The Bank is entitled to deduct any amount from the Accounts of the Customer in order to settle any outstanding dues against the Customer for the benefit of the Bank.
- 4.10 Any correction in the Customer's Account that is made by the Bank employee is considered effective and valid. The Customer shall not have the right to claim for the amount incorrectly deposited in his/her Account and he/she irrevocably authorizes the Bank to make the correction in the Account whenever needed.

- 4.11 The Customer acknowledges the right of the Bank to claim for the amount that has been wrongfully paid to him/her or credited to his/her Account and shall be obliged to pay back the amount in the method and date decided by the Bank.
- 4.12 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.

## 5. Al Hayrat Account:

- 5.1 The Bank shall open an Al Hayrat Savings Account at the request of the Customer and upon depositing of BHD 50/- or more (preferably in multiples of BHD 50/- only) with BBK. The Customer can open as many Accounts as he/she wishes on depositing the required amount with the Bank.
- 5.2 Al Hayrat Savings Account can be opened by individuals only of all nationalities, resident and non-resident in Bahrain, who are above the age of 18 years. Parents or legal guardians of minors are eligible to open Al Hayrat Savings Accounts in the name of minors under their guardianship.
- 5.3 Balances held in the Al Hayrat Accounts can be retained as any amount and not necessarily in multiples of BHD 50/. However, the amount up to complete multiples of BHD 50/- shall only be eligible for the raffle draw. The remaining fraction amounts will not be considered as eligible for the draw.
- 5.4 The Customer can avail of loan against the balance in the Al Hayrat Account (above BHD 1,000) subject to other applicable conditions and still be eligible for the draw.
- 5.5 Al Hayrat Savings Accounts to be opened against cheques drawn on other local banks will not be released to the Customer until the cheques are cleared.
- 5.6 BBK Group staff members, board members, their spouses, sons, daughters and parents are not entitled to open Al Hayrat Savings Accounts.
- 5.7 In the case where a Customer requests to open an Al Hayrat Account has any existing write off amount, the Account opening may be rejected based on Bank management discretion. In the case where a Customer has an existing Al Hayrat Account and an existing or new write off amount the Bank will have the full right to cover the funds from any Account including Al Hayrat Account at any given point in time. Furthermore, if a Customer with an existing write off amount wins a prize in the Al Hayrat draw, the Bank reserves the right to cover any outstanding write off amount from the prize amount or disqualify the Customer from the draw, subject to notifying and obtaining approval of the Ministry of Industry and Commerce.
- 5.8 Balance in each Account shall still be eligible for the upcoming draw(s) even in the event that the Account has already won in a draw before. However, within a particular draw, the Customer is entitled to receive only one prize.
- 5.9 Following the death of a Customer, the Bank shall not restrict such an Account from entering the draw. The deceased Customer's Al Hayrat Account(s) shall continue to be eligible for future draws until further instructions are received from the legal heirs with respect to the Account. In the event that a deceased Customer wins the Al Hayrat prize; then, the deceased Customer will be eligible to receive the prize from the Bank and the Bank will deposit the prize amount in the 'deceased Account' for the benefit of his/ her legal heirs.
- 5.10 The Customer may make additional deposits and withdrawals of partial or full amount available in the Al Hayrat Account at any time.
- 5.11 Balance in the Al Hayrat Account can be blocked partially or fully in favor of the Bank to secure any credit facility, consumer loan, overdraft facility or any other type of facility obligation as may be accepted and agreed to with the Bank.
- 5.12 All draws will be held under the supervision of the Ministry of Industry and Commerce and in the presence of a representative of the Bank's Internal Audit Department. The Bank's External Auditor will also attend any draw where the prizes are BD 10,000 or above in aggregate.
- 5.13 Prizes shall be delivered after proper identification and due acknowledgement.
- 5.14 Winners shall collect their prizes in person within 30 days from the date of the announcement of the draw results. After the 30th day or through Customer instruction, the prize money shall be credited at the prevalent conversion rate.
- 5.15 The Bank will assign the prize amount and currency. In the case where the prize is in BHD, the funds will be granted at the exact amount in BHD. However if the prize funds are in USD, then the Customer will have the following options to encash the 'Prize' money in the case where the prize is denominated in USD.
- 5.15.1 To credit the amount to the Customer's Al Hayrat Account or any other Account with BBK (denominated in BHD) at the prevalent conversion rate.
- 5.15.2 To receive the amount in cash in equivalent BHD currency converted at the prevalent conversion rate.
- 5.16 In the event a non-cash/physical prize is not collected, the Bank will follow the guidelines set forth in the laws and regulations of the Kingdom of Bahrain which may include possible forfeiture of the prize.
- 5.17 The Bank reserves the right to use the winners' name and photographs in all current/future promotional and advertising and marketing material and/or communications.
- 5.18 The results of draws are deemed final unless it is found that any of the winners is not entitled to the prize because he/she is not eligible to take part in the draw or for any other reason subject to notifying and obtaining approval of the Ministry of Industry and Commerce.
- 5.19 The Bank reserves the right to change these 'Terms and Conditions' governing the Opening of Al Hayrat Savings Accounts as well as the frequency of draws, type of prizes and the prize structure, at any time, at the discretion of the Bank's management and with the approval of the Central Bank of Bahrain and the Ministry of Industry and Commerce. The Bank shall give notice of the changes, if any, to the Account holders.
- 5.20 Terms and Conditions are governed by and construed in accordance with the laws of the Kingdom of Bahrain and the parties hereby agree to submit to the non exclusive jurisdiction of the courts of Kingdom of Bahrain.

## 6. Dormant Account:

- 6.1 An Account will become dormant if there are no Customer initiated transactions for a period of 12 months for Current Account type of Accounts, Call Accounts and 24 months for other types of Accounts such as Savings Accounts.
- 6.2 Customers with multiple Accounts will only become dormant if all Accounts have met the dormancy thresholds mentioned above.
- 6.3 A Customer with a dormant Account will be able to make manual and electronic transfers to the dormant Account but will not be able to withdraw funds from the Account unless the Customer activates the dormant Account.
- 6.4 If a Customer wishes to regularize/activate his/her dormant Account, he/she will need to submit a written instruction to do so stating the reasons for dormancy. The Customer must also provide all the required identification and updated Customer profile information (such as employment and income details, etc) to the Bank as a condition for Account activation.
- 6.5 The Bank shall levy an applicable dormancy charge as mentioned in the schedule of fees and charges and which may be changed by the Bank from time to time. The schedule of fees and charges will be made available by the Bank through its channels.
- 6.6 If a dormant Account has a credit balance, the Bank will not close the Account but will levy applicable charges if applicable only periodically (till the Account balance is zero) such as but not limited to minimum balance charges if the minimum balance Account requirement is not met.

- 6.7 Dormant Accounts with a zero balance will be closed within 6 months from the Account turning dormant. After the dormant Account is closed, a closure notification as per the applicable communication channel of the Bank will be sent to the Customer.
- 6.8 No Debit Card renewals will be issued for dormant Accounts.

## **7. Minor Account:**

- 7.1 Accounts maintained for minors shall be operated by a parent or legally appointed guardian until the minor attains the age of 21.
- 7.2 In the event of an Account opened in a minor's name by a person other than the minor's mother, father or grandfather from the father's side, that person hereby declares to the Bank that the father of the named minor is alive, that the funds which are to be deposited in the minor's Account are availed by the opener of the Account and does not include any other funds inherited by the minor or donated thereto and that the Account is opened for the benefit of the particular minor named in the relevant attached Account application form signed by the opener of the Account.
- 7.3 The operator of the minor's Account shall promptly notify the Bank on the minor reaching the age of 21.
- 7.4 The Bank at its sole discretion may open Savings Accounts for minors between the age of 18 and 20 years, in their own names without the requirement of a legal guardian, provided such a minor submits a proof of employment and/or any other documents required by the Bank.

## **8. Joint Account:**

- 8.1 In case of joint Accounts, the Account balance shall at all-times considered equally owned by the Account owners and the Bank shall rely on the operating mandate as per the instructions given by the Account owner and reserve the right to reject any instructions to the contrary.
- 8.2 In the event of the death or loss of legal capacity of one of the owners of a joint Account, the surviving owners(s) maintaining the legal capacity shall undertake to notify the Bank of their desire within 10 days from the date of the death or loss of capacity. The Bank shall stop any drawing from the Account until the appointment of a legal successor of the deceased or incapacitated person and after taking the Account owners written approval of the continuity of the Account.

## **9. Fixed Deposit Account:**

- 9.1 A Fixed Deposit Account is a deposit Account opened by the Bank, at the request of the Customer, for a specified period of time at a fixed rate of interest payable at the time of maturity.
- 9.2 The agreed amount shall be deposited immediately into the Fixed Deposit Account by the Customer at the time of Account opening. If the Customer wishes to increase the deposited amount in the Fixed Deposit Account thereafter, it shall only be possible at the time of renewal unless exceptionally accommodated at the Bank's sole discretion.
- 9.3 Premature withdrawal of a fixed deposit is not recommended unless in exceptional circumstances. The premature withdrawal shall be subject to a fee charge as applicable in the Bank schedule of charges which may change from time to time and the rate of interest to be paid will be decided by the Bank.
- 9.4 The fixed deposit shall be automatically renewed for the period of the original deposit at a rate prevailing on that date if instructions are not received from the Customer on or before maturity.
- 9.5 Interest on Fixed Deposit Accounts shall be paid by the Bank at the contracted rate and credited to the Account on maturity as agreed between the Customer and the Bank.
- 9.6 Repayment of fixed deposit will be made in the respective currency, unless advised otherwise by the Customer. In case of cross currency payment, the Bank's prevailing buying/selling rates shall apply.
- 9.7 The Bank reserves the right to amend the interest rate due to wrong input or the Bank's system shortfall. The Bank shall inform the customer of this change via the Bank's electronic channels and verbally.

## **10. Money Maker Account:**

- 10.1 A Money Maker Account is an interest bearing, foreign currency Account, available for Individuals and corporates in different currencies provided by the Bank.
- 10.2 The available foreign currencies provided will be as per the discretion of the Bank from time to time.
- 10.3 Not available in Bahraini Dinars currency.
- 10.4 No cheque book facilities will be provided for the Money Maker Account.
- 10.5 BBK Debit Card may be issued for individual customers only for specific currencies only at the discretion of the bank from time to time.
- 10.6 Cash withdrawals per month for non-individual/corporate Accounts will be limited to three withdrawals per month with a service charge if the cash withdrawal is in the same currency of the Account. Additional cash withdrawals per month from the Money Maker Account for non-individual/corporate Accounts will also be subject to a charge as mentioned in the schedule of fees and charges made available by the Bank through its channels.

## **11. Call Account:**

- 11.1 A Call Account is an interest bearing deposit Account.
- 11.2 Available in Bahraini Dinars as well as foreign currencies as per the discretion of the Bank from time to time.
- 11.3 Cash withdrawals in foreign currency only are subject to the Customer providing two Working Days notice to the Bank unless otherwise agreed between the Customer and the Bank.
- 11.4 No Debit Card or cheque book facilities will be provided with the Call Account.

## **12. Remittance:**

- 12.1 I confirm/declare that the source of the money for this transaction(s) is legitimate and not from any illegal sources (such as money laundering).
- 12.2 If the amount has been returned for any reason whatsoever, I agree that the Bank will credit the returned amount in my Account irrespective of differences in exchange rates.
- 12.3 It is understood that I/We release and indemnify you and your correspondents from and against the consequences of any irregularity delay, mistake, telegraphic error omission or misinterpretation that may arise and from and against any loss which may be incurred through your correspondents failing properly to identify the persons named in the instructions overleaf or retaining the funds should you or your correspondents deem such retention expedient pending confirmation of the identity of any person or of the above instructions by a letter or otherwise.
- 12.4 I/We understand that should all or any of these transfers be unpaid and refunded to the Bank of Bahrain and Kuwait, I/We can only reclaim the value thereof at the buying rate of the day when the refund takes place. The refund cannot be effected until the Bank of Bahrain and Kuwait has received definite advice from its correspondents that the funds are unpaid and that the original instructions have been cancelled.
- 12.5 Drafts and telex transfers will be executed by the Bank of Bahrain and Kuwait on the following Working Day of the Customer request at the Bank's selling rate of that day.

### **13. Standing Order:**

- 13.1 I/We shall retain sufficient funds in my/our Account to enable the Bank to meet the standing instructions order on the due date.
- 13.2 I/We understand that if there are insufficient funds in my/our Account the Bank is not obliged to advise me/us, it may nevertheless exercise its discretion to remit the standing order in which case I/We shall cover the overdraft immediately, or in the alternative the Bank may or may not choose to execute the standing order at a later date.
- 13.3 I/We understand that should this payment not be made on the dates indicated above due to insufficient funds in my/our Account a grace period of 5 days will be allowed and if funds are still not available the remittance will not be effected for that month.
- 13.4 I/We confirm that if there are insufficient funds in my/our Account on three consecutive occasions, the Bank may cancel this instruction without any advice to me/us.
- 13.5 I/We understand that the Bank may terminate this order as to future payments at any time after being advised by the beneficiary/beneficiaries that no further payment is required.
- 13.6 I/We understand that this order will remain effective notwithstanding the death or bankruptcy/liquidation until notice of such death or bankruptcy/liquidation or the revocation of this order is received by the Bank.
- 13.7 I/We understand that a charge will be levied if applicable (as per the Bank's Schedule of Fees and Services Charges) for the standing instructions such as commission, postage and stamp duty for each periodic payment effected by the Bank.
- 13.8 I/We understand that any amendments and cancellations should reach the Bank at least one week before the next successive payment is due.
- 13.9 I/We understand that a charge may be levied, at the Bank's discretion, on each instruction payment rejected due to lack of funds.
- 13.10 I/We understand that neither the Bank, nor its Branches Correspondents, or Agents are responsible for any loss, delay, error or omission arising out of any mode of communications used for effecting these transfers.
- 13.11 I/We understand if the scheduled date of remittances falls on a Bank holiday the remittance may be effected on the first preceding or following Working Day as convenient to the Bank.

### **14. BBK Debit Card:**

- 14.1 The Card can be used by the Cardholder at any BBK ATM machine in the Kingdom of Bahrain and any ATM that displays GCC Net logo and VISA International logo.
- 14.2 The Card can be used by the Cardholder for cash withdrawals from designated ATM's and for POS transactions at any POS terminal subject to a limit decided by the Bank from time to time.
- 14.3 The balance in the Customer's Account must be sufficient to cover for all debits against the Account.
- 14.4 The Bank may restrict access to the Customer's Account if the Card is perceived to be used excessively and is deemed suspicious by the Bank without notifying the Customer with the same.
- 14.5 Cards used for foreign currency withdrawal(s) outside Bahrain shall be subject to foreign exchange rate/charges applied by the Bank and the facilitator (ATM owner) and/or Visa International.
- 14.6 The Card and related PIN are issued to the Cardholder entirely at his/her own liability and the Bank shall bear no liability whatsoever for any loss or damage arising from the issue of the Card and the related PIN to the Cardholder, howsoever caused.
- 14.7 The Cardholder will exercise all possible care to ensure the privacy of the information of the Card and will prevent the PIN becoming known to any other person. The Cardholder will not disclose the Card number to any third party except in connection with a Card transaction or when reporting the actual loss or theft of the Card to the Bank. If the Card is lost or stolen or if the PIN has become known to any unauthorized person, the Cardholder must immediately notify the Bank.
- 14.8 The Bank will not be liable if it is unable to perform its obligations here under due to the following:
  - 14.8.1 Inadequate balance in the Customer's Account.
  - 14.8.2 The ATM does not have enough cash, failure of any machine, data processing system error or transmission link failure or industrial dispute or anything beyond the Bank's control.
  - 14.8.3 If, in case of preauthorized credit to the Customer's Account, a third party does not send the money to the Bank on time or does not send the correct amount to the Bank.
  - 14.8.4 The Customer's Account will only be credited with a refund in respect of a Card transaction if the Bank receives a refund voucher or other refund verification acceptable to it.
  - 14.8.5 The Bank may at its discretion and at the request of the Customer issue a Card for use by an Additional Cardholder. All debits and charges arising from use of the Card by the Additional Cardholder will be debited to the Customer's Account.
  - 14.8.6 The Card remains the property of the Bank. On demand, all Cards issued for use on the Customer's Account must be returned immediately to the Bank or any other person acting on behalf of the Bank.
  - 14.8.7 The Bank may at its sole discretion at any time and without notice terminate or suspend the right to use the Card entirely or in respect of specific facilities or refuse to re-issue, renew or replace any Card.
  - 14.8.8 A replacement for lost or damaged Cards may be issued on payment of applicable fees.
  - 14.8.9 Uncollected Cards will be destroyed after 90 days from issuance. Replacement Cards if issued shall be at the Customer's cost.
  - 14.8.10 BBK may renew the Card automatically prior to the expiry date and the uncollected renewed Cards will be destroyed after 90 days from issuance.
  - 14.8.11 BBK contactless Cards enabled with the Tap and Go feature are a standard feature available on all Debit Cards issued and cannot be disabled.
  - 14.8.12 BBK contactless Card limit is a cumulative limit of BD 50 and will be reset after entering the PIN. The Bank may change the cumulative limit amount of the contact less Card at any given time.
  - 14.8.13 The contactless Card transactions do not require PIN entry, and will be issued to the Cardholder entirely at his/her own liability and the Bank shall bear no liability whatsoever for any loss or damage arising from the issue of the contactless Card and the related PIN to the Cardholder, howsoever caused.
  - 14.8.14 The Cardholder will exercise all possible care to physically safe guard the contactless Card. The Customer must immediately report if the contactless Card is lost or stolen.
- 14.20 **Click to Pay**
  - 14.20.1 For the purposes of this Article 14.20, the following words shall have the following meanings:
    - a. Eligible Card: any Card which the Bank determines at its discretion from time to time is eligible for the Click to Pay Service.
    - b. Eligible Cardholder: any individual which the Bank determines at its discretion from time to time is eligible for the Click to Pay Services who holds or is authorized to use an Eligible Card.
    - c. Merchant: a merchant participating in Visa's Click to Pay Service.
    - d. Visa: Visa Inc. and any of its affiliates and any successor entity and any of its affiliates with respect to the Click to Pay Service.

14.20.2 Click to Pay is a secure e-commerce service provided by Visa that facilitates transactions between Eligible Cardholders and Merchants by securely storing and presenting Eligible Card credentials at checkout (“Click to Pay” or “Click to Pay Service”). The Click to Pay Service uses tokenization and other security technologies to help reduce the risk of fraud and unauthorized use.

14.20.3 All Eligible Cardholders and Eligible Cards (each as determined by the Bank at its discretion from time to time) will be automatically enrolled by the Bank in the Click to Pay Service.

14.20.4 Where the Eligible Cardholder has been enrolled to Click to Pay through the Bank and the Bank activated the Click to Pay Service, the Eligible Cardholder shall not be eligible for Visa-offered Click to Pay. Any attempt by the Eligible Cardholder to register with Visa-offered Click to Pay and acceptance of the terms of use of Visa-offered Click to Pay (whether through the Visa destination site or at Merchant checkout) shall not constitute an agreement between the Eligible Cardholder and Visa. Notwithstanding the foregoing, Visa may share any information that such Eligible Cardholder provides while attempting to register for Visa-offered Click to Pay with the Bank to ensure the Eligible Cardholder receives appropriate and streamlined services.

14.20.5 Eligible Cardholders shall have the right to terminate or opt out of the Click to Pay service at any time by contacting the Bank through the Bank's call centre on +973 17207777 (or any other number determined by the Bank at its discretion from time to time), visiting a branch of the Bank and/or through any other form of contact determined by the Bank at its discretion from time to time.

14.20.6 The Eligible Cardholder agrees and acknowledges by using the Click to Pay Service:

- the Eligible Cardholder's acceptance of the terms and conditions applicable to Click to Pay in these Accounts Terms and Conditions and any amendments or variations to these, including by the Eligible Cardholder's continued use after any amendments or variations;
- that the Bank, Visa, the Merchants and relevant and/or authorized third parties may disclose to each other and use and share the Cardholder's or Eligible Cardholder's personal information, identity and Card and/or Eligible Card details (including but not limited to name, emails, phone numbers, primary account number information and expiry) and/or information about a transaction for purposes in relation to the implementation, facilitation, operation and use of the Click to Pay Service including, without limitation, to determine whether the Cardholder and the Card are eligible for the Click to Pay Service, to enroll the Eligible Cardholder and the Eligible Card to the Click the Pay Service, to activate the Click to Pay Service for the Eligible Cardholder, to process and complete any transaction conducted by the Eligible Cardholder and to determine whether the Eligible Cardholder is eligible for Eligible Card benefits or features (such as reward points or instalment options); and
- that the Eligible Cardholder's continued use of Click to Pay after any changes, modifications or improvements have been made to any or all aspects of Click to Pay shall be construed to be the Eligible Cardholder's acceptance of such changes, modifications or improvements, and the applicability of the terms and conditions applicable to Click to Pay under these Accounts Terms and Conditions to such changes, modifications or improvements.

14.20.7 Certain biometric and/or device-level authentication capabilities may be made available to Eligible Cardholders on their personal devices such as fingerprints, face authentication and/or the Eligible Cardholder's device passcode (the “Passkeys”) in connection with Click to Pay. The Eligible Cardholder acknowledges and agrees that Passkeys are governed by the agreement between the Eligible Cardholder and their device manufacturer. The Eligible Cardholder's Passkeys do not leave the Eligible Cardholder's device. Eligible Cardholders may choose whether to use Passkeys with any payment transaction, and they may disable their use of Passkeys in connection with Click to Pay by removing Click to Pay's access to the Passkeys from their device or unlinking their Eligible Card by contacting the Bank through the Bank's call centre on +973 17207777 (or any other number determined by the Bank at its discretion from time to time), visiting a branch of the Bank and/or through any other form of contact determined by the Bank at its discretion from time to time. Eligible Cardholders should refrain from using the Click to Pay service on shared or public devices and from enabling “Remember Me” or similar functions in such environments.

14.20.8 The Eligible Cardholder is responsible for:

- ensuring that the information associated with their Click to Pay profile is accurate and up to date and immediately notifying the Bank of any changes to the same;
- maintaining the confidentiality of and safeguarding any credentials or devices used to access the service, including of any Passkeys;
- notifying the Bank if their Click to Pay credentials or any Passkeys associated with Click to Pay are lost, stolen or compromised; and
- to the maximum extent permitted by applicable laws and regulations, any unauthorized activity in relation to their Click to Pay, including by way of loss or theft.

14.20.9 Eligible Cardholders shall comply with all applicable laws and regulations and other legal requirements that relate to their use of Click to Pay. The Eligible Cardholder acknowledges and agrees:

- to use Click to Pay only as permitted by applicable laws and regulations;
- not to disrupt or interfere with the security or operation of, or otherwise abuse, Click to Pay or any part of Click to Pay;
- not to attempt to obtain unauthorized access to Click to Pay or portions of Click to Pay that are restricted from general access;
- not to use Click to Pay in any manner that could be deemed false and/or defamatory, abusive, vulgar, hateful, harassing, obscene, profane, threatening, invasive of a person's privacy or in violation of any third party rights;
- not to reproduce Click to Pay in any form, or store or incorporate Click to Pay into any information retrieval system, electronic, mechanical or otherwise;
- not to copy, emulate, clone, rent, lease, sell, commercially exploit, modify, decompile, disassemble, distribute, reverse engineer or transfer Click to Pay or any portion thereof;
- not to use any device, software or routine to interfere or attempt to interfere with the proper working of Click to Pay and/or take any action that imposes an unreasonable or disproportionately large burden on the Click to Pay system, as determined by Visa in its sole discretion; and
- to use the Eligible Card(s) associated with the Click to Pay service in accordance with the terms and conditions applicable to Click to Pay under these Accounts Terms and Conditions, the Accounts Terms and Conditions and applicable laws and regulations.

14.20.10 If the Eligible Cardholder does not agree to the terms and conditions applicable to Click to Pay under these Accounts Terms and Conditions or any amendments or variations hereto, the Eligible Cardholder must not use Click to Pay and request termination or opting out in line with Article 14.20.4.

14.20.11 The Bank may, as per its discretion from time to time, suspend the Click to Pay service (temporarily or permanently), discontinue the Click to Pay service, deactivate or request deletion of an Eligible Cardholder's Click to Pay profile and/or cancel or change an Eligible Cardholder's access to the Click to Pay Service for any reason whatsoever. The Eligible Cardholder also agrees and acknowledges that Visa may from time to time at its discretion determine the payment methods eligible for Click to Pay and the Eligible Card may therefore no longer be eligible for the Click to Pay service.

#### 14.20.12 **Liability of the Bank**

- a. To the maximum extent permitted by law, the Bank shall not be liable for any claims, demands, losses, damages, actions, liabilities, proceedings, costs, expenses and any other liability of whatever nature or description howsoever arising out of or in connection with (1) the Click to Pay Service, including but not limited to the failure or delay in the performance of the Click to Pay Service, (2) the use of or inability to use by the Eligible Cardholder of the Click to Pay Service, (3) the Bank acting on any instructions or communications received from the Eligible Cardholder in relation to Click to Pay and any delay by the Bank in processing such instructions, (4) the Eligible Cardholder not complying with the terms and conditions applicable to Click to Pay under these Accounts Terms and Conditions (including its obligations hereunder), (5) a Cardholder or Customer enrolling for Click to Pay through Visa-offered Click to Pay or (6) any goods or services purchased by the Eligible Cardholder using the Click to Pay Service (the "Claims"). The Eligible Cardholder agrees to indemnify the Bank and hold it harmless from and against all such Claims.
- b. To the maximum extent permitted by law, the Bank's cumulative liability to the Eligible Cardholder in relation to the Click to Pay Service from any cause of action (including any Claim) shall be limited to direct losses arising from gross wrongdoing or cheating which has been finally and judicially determined.

#### 14.20.13 **Liability of Visa**

- a. In no event and under no cause of action, including negligence, shall Visa and its affiliates, and each of their respective officers, directors, customers, members, employees or authorized agents (each a "Visa Party" and collectively the "Visa Parties") be liable for any damages, claims or losses incurred (including compensatory, incidental, indirect, special, consequential, punitive or exemplary damages), howsoever caused and under any theory of liability, arising from or in connection with Click to Pay, even if a Visa Party is advised of the possibility of such damages, claims or losses.
- b. Notwithstanding anything to the contrary contained herein, the Visa Parties' cumulative liability to any Eligible Cardholder from any cause of action will at all times be limited to the lesser of (1) the Eligible Cardholder's actual loss or (2) United States Dollars One Hundred (USD 100) or its equivalent in local currency.
- c. Where a jurisdiction does not allow the disclaimer, exclusion or limitation of certain warranties, liabilities and damages, such that the above exclusions and limitations do not apply to the Eligible Cardholder, then Visa's liability to each Eligible Cardholder will be limited to the fullest extent permitted by applicable law. Nothing in the terms and conditions applicable to Click to Pay under these Accounts Terms and Conditions excludes Visa's liability to each Eligible Cardholder for (1) death or personal injury caused by its negligence, (2) fraud or fraudulent misrepresentation or (3) any matter which it would be illegal for Visa to exclude or limit or attempt to exclude or limit.

14.20.14 While Click to Pay facilitates the transaction between the Eligible Cardholder and the Merchant, Visa and the Bank are not parties to the transaction and the payment to or from a Merchant in connection with the Eligible Cardholder's use of Click to Pay, including the purchase and return of goods or services, is solely between the Eligible Cardholder and the Merchant.

14.20.15 The terms and conditions applicable to Click to Pay under these Accounts Terms and Conditions, the enrolment, activation and operation of the Click to Pay Service and/or the relation thereby created are governed by the laws of the Kingdom of Bahrain.

14.20.16 In the event of any conflict, contradiction or ambiguity between this Article 14.20 and the remainder of these Account Terms and Conditions in their applicability to Click to Pay, Article 14.20 shall prevail.

#### 14.21 **VISA Account Update (VAU)**

- 14.21.1 Without prejudice to the other provisions of these terms and conditions, all cards are enrolled in the Visa Account Updater (VAU) service, which enables the bank to provide updated card details to participating merchants and payment service providers that hold credentials-on-file for recurring and one-time card-not-present transactions, so as to support payment continuity and reduce declines caused by outdated credentials. VAU is administered in accordance with applicable Visa rules and network requirements.
- 14.21.2 When a card is reissued or replaced (for example, due to expiry, damage, upgrade, portfolio migrations or other permitted reasons), the new card details (including, where applicable, a new primary account number and/or expiry date) may be automatically shared through VAU with such participating merchants and payment service providers so that eligible transactions can continue. Where available, updates may also support certain Visa Direct transactions (including account funding and original credit transactions); any opt-out will apply to these use cases. The bank does not warrant that every merchant will receive or implement updates, and the timing of updates depends on the merchant's and acquirer's participation and processing cycles.
- 14.21.3 VAU applies to BBK cards across all segments and card types and operates only where the acquirer and/or merchant participates in VAU and the transaction qualifies as card-not-present under the applicable Visa rules; face-to-face transactions and other ineligible categories are excluded. VAU operates only for card-not-present use cases; face-to-face transactions, certain merchant categories, CVV2-present and zero-amount/account-verification transactions are excluded. Certain merchant categories or use cases may be ineligible or restricted under Visa rules or by the bank for risk, regulatory or operational reasons.
- 14.21.4 If a previous card has been reported lost, stolen or compromised by fraud, the bank may refrain from providing updated details via VAU or may provide a "contact cardholder" response to protect the customer, in line with Visa rules and best practice. The customer remains responsible for notifying merchants with whom they have placed credentials-on-file arrangements of any change to their card information and for monitoring subsequent transactions. In such cases the bank may instead provide a "contact cardholder" response in accordance with Visa rules.
- 14.21.5 The customer may opt out of VAU at any time by contacting the bank's contact centre on +973 17 207777; upon opt-out, the bank will cease sharing updated card details via VAU for that card until the customer opts back in. Opt-out will be applied on a per-card basis and actioned promptly; it may take up to two (2) business days to become effective within network systems and will not affect updates already processed. This does not cancel any mandate or agreement the customer has with a merchant.
- 14.21.6 By using the card, the customer acknowledges that, to enable VAU, the bank may share card information with Visa and participating merchants and payment service providers for the purposes of updating stored credentials and processing eligible transactions, subject to the bank's privacy statement. Such sharing may include card number, expiry date and limited metadata necessary to perform VAU, and may involve cross-border transfers where counterparties are located outside the Kingdom of Bahrain; the bank will apply appropriate safeguards consistent with its privacy policy.
- 14.21.7 The VAU service is operated by Visa, and the bank shall not be liable for any failure, delay, interruption, or error in the operation of VAU or any dispute with a merchant in relation to goods or services supplied using updated credentials. The bank does not guarantee transaction approval, merchant acceptance of updated credentials, or the continuity of any subscription or recurring payment arrangement, and no separate fee is charged by the bank for VAU.

14.21.8 Where required, the bank may deactivate or restrict participation in VAU for a card or customer to address fraud risk, misuse, sanctions or other legal or regulatory requirements, or operational considerations, including where inaccurate information is associated with the card. Updates will not be provided where a stop-payment order exists, and the bank may exclude specific merchants or acquirers for risk or regulatory reasons. The bank may also suspend or terminate participation if necessary to protect customers or the integrity of the payment system.

## **15. Cheque Book:**

- 15.1 Issuance of cheque books/E-Cheque books shall be at the sole discretion of the Bank and for certain Account types as decided by the Bank.
- 15.2 Issuance of cheque books/E-Cheque books will be subject to a fee decided by the Bank.
- 15.3 The Bank is not liable in case of cheques dishonored due to insufficient balance in the Account and a fee will be charged as decided by the Bank.
- 15.4 The Bank, at its sole discretion, may honor cheques in case of insufficient balance, causing the Account to be overdrawn. It will be the Customer's responsibility to regularize the Account.
- 15.5 Should 3 cheques bounce due to insufficient balance, the Bank has the right to close the Account without prior notice to the Customer and shall follow the guidelines issued by the Central Bank of Bahrain.
- 15.6 In case of abuse of cheques, the Bank shall follow the guidelines issued by the Central Bank of Bahrain.
- 15.7 A cheque will be effective for 6 months from the date written on the cheque.
- 15.8 In the event of a lost or stolen cheque, the Bank will only accept a written instruction to stop the lost cheque provided by the Customer along with a Police report stating the same and will apply a service charge decided by the Bank.

## **16. Statement of Account:**

- 16.1 Statement of the Account shall be provided to the Customer's address (physically or by e-Statement) periodically as decided by the Bank from time to time.
- 16.2 If the Customer raises no objections to such statements within 15 days of the statement date, the statement shall be deemed to be correct.
- 16.3 The Bank shall not be liable for any losses to the Customer due to postal delays, errors, theft or of any other claim which may arise due to delay/non receipt of the statement.
- 16.4 The Customer also hereby agrees to the following:
  - 16.4.1 The Bank will have the right to cease providing the Customer with printed and mailed statements and to replace them with e-Statements at its discretion.
  - 16.4.2 If the Bank accommodate physically mail statements, the Bank has the right to apply service charges after notifying the Customer with the same.

## **17. Interest:**

- 17.1 The rate of interest on balances of interest bearing Accounts, mode of its calculation and crediting of interest to Accounts will be determined by the Bank and may be amended from time to time.
- 17.2 No interest is payable if the balance falls below the minimum requirement.
- 17.3 Overdrawn Accounts that are not part of a pre-arranged credit facility will be charged a minimum interest of 8.75% per annum until the Account is regularized.

## **18. Fees and Charges:**

- 18.1 The Customer agrees, accepts and authorizes the Bank to debit his/her Account of all fees, charges and expenses arising from operating/maintaining his/her Account with the Bank.
- 18.2 The Bank shall levy applicable service charges as mentioned in the schedule of fees and charges, which may be changed by the Bank from time to time. The schedule of fees and charges will be made available by the Bank through its channels.
- 18.3 The Bank may, at its sole discretion, cancel all fees and charges on some Accounts.
- 18.4 The Bank should inform the Customer of any changes in fees and charges in the manner the Bank sees appropriate.
- 18.5 Overdrawn Accounts that are not part of a pre-arranged credit facility will be charged a minimum interest of 8.75% per annum until the Account is regularized.

## **19. Alternative Electronic Banking Channels:**

- 19.1 The Bank offers internet banking, mobile banking, SMS banking and other alternative banking channels services to its Customers who wish to avail these services.
- 19.2 In addition to the general terms and conditions, these specialized services are governed by the specific internet banking, mobile banking and SMS banking terms and conditions, which are available at the Bank's website.
- 19.3 The Customer understands the technological risks involved in such services and confirms that he/she has read and agreed to abide by all instructions and the terms and conditions in relation to these services and take the necessary care and precautions in relation to the passwords, user IDs,... etc.

## **20. Corporate Accounts:**

- 20.1 Client funds must be segregated from the firm funds. No co-mingling of funds is permitted.
- 20.2 Personal banking activities are not permitted through the registered corporate bank account.

## **21. Promotion General Terms & Conditions:**

- 21.1 The Bank reserves the rights to amend, vary, alter, adjust or modify these Terms and Conditions or any aspect of this Promotion during the Promotional Period or at any time at its sole and absolute discretion without prior notice if necessary, subject to notifying and obtaining approval of the Ministry of Industry and Commerce.

- 21.2 The Bank reserves the rights to substitute prizes with similar value and at any time without prior notice and without assigning reasons thereof, subject to notifying and obtaining approval of the Ministry of Industry and Commerce.
- 21.3 The Bank reserves the rights to terminate or cancel this Promotion at any time and at its sole and absolute discretion without prior notice if necessary, subject to notifying and obtaining approval of the Ministry of Industry and Commerce.
- 21.4 By participating in this Promotion, all winners agree to grant the Bank full right to use, amend, modify, adapt, reproduce, publish any promotional media (images, videos etc.) of the winners that are taken as part of the Promotion or during prize presentation for any promotional or marketing or any other purposes as the Bank may deem fit.
- 21.5 In the case of any disputes arising from or in connection with this Promotion, the decision of the Bank is final and conclusive, subject to notifying and obtaining approval of the Ministry of Industry and Commerce.

## **22. Modification of Terms:**

- 22.1 The Bank reserves the right to make any modifications, additions or deletions to the terms and conditions of Accounts at any time without the need for the consent of the Customer. Modification to Promotion General Terms and Conditions will be subject to notifying and obtaining approval of the Ministry of Industry and Commerce.
- 22.2 The Bank shall notify the Customer of the amendments, additions or deletions in the manner the Bank sees appropriate.

## **23. Personal Data Processing:**

- 23.1 All information and Personal Data obtained from the Customer will be processed in accordance with the Bank's Privacy Policy. For more information on how the Bank collects, uses, protects, and how Customers may exercise their Data Subject rights, please refer to our Privacy Statement available online at [www.bbkonline.com](http://www.bbkonline.com).
- 23.2 The Customer acknowledges that BBK may share his/her Personal Data with BBK Group Companies located inside or outside Bahrain (i.e. overseas branches and representative offices, subsidiaries, affiliates, associates and other intra-group companies) for certain legitimate purposes, including but not limited to, group reporting, contributing to the formation of the group policies and strategies and discussing governance requirements. By signing these terms, the Customer gives his/her consent to this sharing of Data.
- 23.3 In addition, the Customer acknowledges that BBK may share his/her Personal Data with third parties in Bahrain or abroad such as regulatory authorities, professional service providers, external auditors, data processors, ancillary service providers, contractors, vendors, cloud service providers, and any other third parties as and when needed for the purposes of supporting or facilitating the Bank's operations and/or offering of the Bank's products and services; or if BBK is legally obliged to share this Data under the Laws and regulations, including but not limited to for the purpose of compliance with credit reporting and tax reporting laws. When required, BBK has implemented adequate measures for providing an appropriate level of security including the necessary agreements in place to protect the sharing of Personal Data with a third party. By signing these terms, the Customer gives his/her consent to this sharing of Data.
- 23.4 The Customer understands and agrees that BBK will have the right to designate one or more third party/outsourcing agencies and may transfer the Customer's Personal Data to these entities for the purposes of providing the Bank's products and services and/ or related support and other operations necessary to deliver all or certain portions of the products or services; provided that BBK in turn, binds such third parties to confidentiality, privacy, security and non-disclosure terms. This Data is treated confidentially and is not disclosed to third parties who are not involved in the servicing process. BBK will ensure to protect Customers' interests as the terms stated herein.

## **24. Other Terms:**

- 24.1 The Bank reserves the right to close, or refuse to open an Account without giving reasons to the Customer.
- 24.2 The Bank shall not be liable to the Customer for any direct or indirect damages including, without limitation, special, incidental, or consequential damages or loss of profits arising from the Customer's inability to perform any banking activity with the Bank for any cause outside the Bank's control.
- 24.3 The Customer agrees to indemnify the Bank and hold it harmless from and against all claims, damages and liabilities howsoever arising which the Bank might incur as a result of opening this Account for him/her or allowing him/her to operate it.
- 24.4 The Bank has the right to consider any request for change of account particulars of the customer even if in writing to be null and void in case the customer fails to satisfy the full verification requirements of the Bank.
- 24.5 This Accounts Terms and Conditions, the opening and operation of any Account and/or the relation thereby created are governed by the laws of the Kingdom of Bahrain. The parties agree to subject themselves to the non-exclusive jurisdiction of the courts of Bahrain.
- 24.6 Value Added Tax. All fees, charges and expenses payable pursuant to this Agreement shall be paid together with the value added tax or any other similar tax properly provided for under applicable laws and regulations. Any value added tax payable with respect to any services provided by the Bank hereunder shall be paid, on delivery of the respective value added tax invoice, together with any sum agreed to be paid hereunder. All payments of whatever nature (whether by way of principal, interest or otherwise) shall be made to the Bank without right of set off or counterclaim and free and net of all taxes, imposts and levies of any nature by whomsoever imposed, both present and future. All the amounts payable under this Agreement by the Customer/borrower, which constitute consideration for any supply for VAT purposes, are deemed to be exclusive of any VAT which is chargeable on that product and/ or service, and accordingly, if VAT is or becomes chargeable on any product and/ or service made by the Bank to the Customer/ borrower under this Agreement and the Bank is required to Account to the relevant tax authority for the VAT, the Customer/borrower must pay to the Bank (in addition to and at the same time as paying any other consideration for such product and/ or service) an amount equal to the amount of the VAT (and Bank shall provide an appropriate VAT invoice to the borrower).
- 24.7 Deposit Protection: Deposits held with BBK in the Kingdom of Bahrain are covered by the Regulation Protecting Deposits and Unrestricted Investment Accounts issued by the Central Bank of Bahrain in accordance with Resolution No (34) of 2010.
- 24.8 Customer feedback and Complaints: If the Customer encounters any issues with any products and/or services offered by the Bank, the Customer shall have the full right to submit his/her feedback or a formal complaint in writing, detailing the nature of the complaint and any relevant evidence. The feedback/complaint to be submitted to the Bank through the various channels and following the easy procedures available to customers that are started at [www.bbkonline.com](http://www.bbkonline.com)

## Contact Information:

To contact us, please call using the applicable number in the following table. To help us continually improve our services and in the interest of security, we may monitor and/or record your telephone calls with us:

Contact Person/Department	Contact Details	Purpose
BBK Contact Centre/Retail	+973 17 207777 24 Hours	Customer Service and Inquiries
BBK Contact Centre/Corporate	+973 17 207772 Sunday to Thursday from 7:30am to 3:00pm Except on Fridays, Saturdays and Public Holidays	Customer Service and Inquiries
Authorization	+973 17 117116 24 Hours	Report/stop lost and stolen Cards. Report any fraudulent transactions
Customer Experience Management	The Manager Customer Experience Management BBK P.O.Box 597, Manama, Kingdom of Bahrain Email: <a href="mailto:complaint@bbkonline.com">complaint@bbkonline.com</a>	Customer complaints and feedback
Personal Data Protection	Data Protection Officer BBK P.O.Box 597, Manama, Kingdom of Bahrain email: <a href="mailto:DataPrivacy@bbkonline.com">DataPrivacy@bbkonline.com</a>	For inquiries regarding BBK's policy on Data Protection and to exercise Data Protection rights

I/We confirm that I/We have received a copy of BBK Terms and Conditions which I/We have read, understood and accepted.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

ID Number (Smart Card No): \_\_\_\_\_

Date: \_\_\_\_\_