

Terms of Use for the BFC Payments Mobile Application

These terms and conditions (the “Terms”) apply to the use of the BFC Payments Mobile Application and are applicable to all transactions initiated by the User through the BFC Payments Mobile Application.

Definitions:

“**App**” means the BFC Payments Mobile Application installed on the User’s smartphone, which is a mobile payment software which facilitates payments to merchants and money transfers.

“**BFCP**” means BFC Payments B.S.C. (C), a closed joint stock company incorporated in the Kingdom of Bahrain under commercial registration number CR 121852 and licensed by the Central Bank of Bahrain as an Ancillary Service Provider; and having its registered address at Shop No. 303, Building 150, Road 1507, Block 315, P.O. Box 243, Manama, Kingdom of Bahrain; the company owner responsible for the implementation and operation of the BFC Payments Mobile Application.

“**Call Centre**” refers to the customer care telephone helpline and email provided by BFCP for the App.

“**Dispute**” means any contentious matters reported by a User to BFCP related to a financial transaction on the App.

“**e-Wallet**” means the electronic wallet issued to the user and maintained with BFCP on the App.

“**Merchant**” means the entity/person that receives the payment through the App in exchange for rendering assets/ services to a User.

“**Payment Instrument**” means the tool used for making payments on the App, issued by BFCP or by a User’s Bank i.e. debit / credit card or bank account.

“**Transaction**” means the process carried out between a User and a Merchant to exchange an asset or service for payment or a fund transfer between a payer and a beneficiary through the App.

“**User**” means any person who uses the BFC Payments Mobile Application.

Terms

1. The User guarantees that all personal information provided to BFCP is correct, valid and not misleading in any way.
2. The User acknowledges that entering other persons’ information shall hold the User liable and subject to criminal prosecution.
3. The User shall not share any passwords, Personal Identification Numbers (PIN codes), IDs related to payment authorization or login details. The User acknowledges that any such disclosure shall be at the absolute liability of the User who shall be liable for any losses sustained as a result of such disclosure or by any act of negligence. All transactions initiated by the User from any Payment Instrument registered in the App is the sole liability of the User.
4. The User agrees and acknowledges that the use of the App is personal to the User and at his/her full risk and liability. The User may not assign it to anyone else.
5. User authorises BFCP to store certain data of the payment instruments and transaction history and information.
6. User authorises BFCP to use the information for the purpose of market analysis, marketing and for statistical purposes.
7. The User shall not hold BFCP responsible for any Dispute arising from any purchase of goods/services from any Merchant through Transactions initiated through the App or fund transfers to any beneficiary. The User understands and agrees that all such claims, if any, shall be against such Merchant(s) or beneficiary(ies) and not against BFCP.
8. BFCP may collect and/or store the User’s personal data only to the extent and for the purpose(s) required and permitted under applicable laws and subject always to the prior written consent of the User which can be revoked by the User at any time. BFCP will not share any personal or sensitive data with any third-party without the prior written consent of the User which can be revoked by the User at any time, unless required for legal purposes.



9. BFCP shall ensure its best effort to secure the App and all information related to it including card holder/ User data in accordance with applicable laws, international standards including PCI DSS and best practices.
10. BFCP shall not be liable to the User for any loss or damage whatsoever and of any kind as a result of fraudulent activity, unauthorized use or misuse of the App.
11. BFCP does not warrant that the use of the App or its content will be uninterrupted or error-free and expressly disclaims all representations and warranties, whether express, implied or statutory to the extent permitted by applicable laws including any warranty of fitness for a particular purpose or merchantability.
12. The User shall take all necessary measures to keep the PIN code secure and assumes all responsibility for any and all consequences of not keeping the PIN code confidential, as well as for any unauthorized use of the App by any other person.
13. For transfers/payments to accounts, the User authorizes BFCP to debit his/her e-Wallet based on a request initiated by the User through the App for the purpose of payment or transfer.
14. The User authorizes BFCP to show the e-Wallets registered in the App to the paying party when the paying party uses the beneficiary mobile number/National ID (CPR) to transfer.

Application of Terms: These Terms form the agreement between the User and BFCP for availing the services through the App. By registering for the App, the User acknowledges and accepts these Terms. The User expressly agrees and acknowledges to have read and understood these Terms that govern the use of the App and be bound by and to comply with these Terms.

Eligibility: The User must be a resident of Bahrain having a valid CPR and must have attained 21 years of age for availing the services, any person shall be required upfront to download & register with BFCP on their mobile smart phone. The App will link with the profile provided /confirmed by the User at the time of registration and will be associated with the registered mobile number of the User.

Service Charges: Charges for services provided on the App shall be informed upfront to the User. BFCP reserves the right to charge or modify charges by giving prior notice and recover from the User such charge for providing services through the App. The User hereby authorizes BFCP to recover the said charges by debiting the e-Wallet of the User after due intimation.

Termination: The User may terminate this agreement at any time by contacting the Call Centre. The User shall remain responsible for any transactions made through the App and the e-Wallet until such termination. BFCP can terminate, change these Terms or add or delete any items in these Terms at any time. BFCP will provide notice if required by law. The User cannot change these Terms, but can terminate these Terms at any time. The User accepts and understands that it is his / her responsibility to refer to the updated Terms on BFCP's website and will have no right to make any claim against BFCP due to lack of his / her notification or consent to the changes made to the Terms, to the extent permitted by applicable laws.

Warranties: BFCP does not warrant and shall not be responsible due to failure of operational systems or technical issues or any reason beyond its reasonable control. BFCP cannot give any undertaking that products or services purchased using the App will be of satisfactory quality, and any such warranties are DISCLAIMED absolutely.

Privacy: User needs to review BFC Payments Privacy Policy on BFCP's website.

Proprietary Rights: The User acknowledges that the underlying software required for accessing the App and e-Wallet/ availing the service(s) are the legal property of BFCP. The permission given by BFCP to access the App and e-Wallet/ avail the Service(s) will not convey any proprietary or ownership rights in such software. The User shall not attempt to modify, translate, disassemble, decompile or reverse engineer the underlying software or create any derivative product based on the software.

Governing Law: These Terms and Conditions and any amendments thereto from time to time shall be governed by and construed in accordance with the laws of the Kingdom of Bahrain and subject exclusively to the jurisdiction of the Bahrain Courts.

