

Terms and Conditions

These terms and conditions (“Terms and Conditions”) govern the issuance and use of BFC Pay Card:

1. Definitions and interpretations

1.1 Definitions

Unless otherwise mentioned:

“**Account**” means a Customer account created and maintained in the records of BFC Payments to reflect Card Transactions and any Service Charges that may be applied.

“**ATM**” means an automatic teller machine, a device which enables cash withdrawals to be made and other banking transactions to be executed electronically.

“**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 Flat No. 303, Building 150, Road 1507, Block 315, P.O. Box 243, Manama, Kingdom of Bahrain.

“**BFC Pay Card**” or “**Card**” means the prepaid reloadable payroll Card which is issued by BFCP.

“**Business Day**” means the day on which BFCP is open for normal operation and providing its services.

“**Card Charges**” means any charges payable by a Cardholder in respect of a Card as notified by BFCP from time to time including without any limitation the amount incurred by the Cardholder on all Card Transactions, service charges, issuance, renewal and replacement fees as set out in the Service Charges Schedule below.

“**Cardholder**” means the individual to whom the Card is issued by BFCP.

“**Card Transaction**” or “**Transaction**” means any transaction, which is effected by the Cardholder through use of the Card in accordance with these Terms and Conditions including any debit or credit transaction reflected in the Account by use of the Card or loading thereof.

“**CDM**” means a Cash Dispensing Machine, a device which enables cash withdrawals to be made and other financial transactions to be executed electronically.

“**Chargeback**” means the reversal of a Card Transaction which is disputed by the Cardholder.

“**Merchant Establishment**” means any establishment (including stores, shops, restaurants, hotels, airlines, cash advance points and ATMs/CDMs) wherever located in non-sanctioned jurisdictions, which accept cards in the UnionPay network.

“**PIN**” means the unique Personal Identification Number generated by the Cardholder and validated by BFCP to enable usage of the Card at ATMs, CDMs, Merchant Establishments and other self-service facilities.

1.2 Interpretations:

Clause, Schedule and paragraph headings shall not affect the interpretation of these Terms and Conditions.

A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

The Schedules form part of these Terms and Conditions. Any reference to these Terms and Conditions includes the Schedules.

A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

Unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular.

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.



These Terms and Conditions shall be binding on, and enure to the benefit of the Parties and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

A reference to writing or written includes fax and email.

Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

References to a document in agreed form are to that document in the form agreed by the parties and initialled by them or on their behalf for identification.

A reference to these Terms and Conditions or to any other agreement or document referred to in these Terms and Conditions is a reference to these Terms and Conditions or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of these Terms and Conditions) from time to time.

References to clauses and Schedules are to the clauses and Schedules of these Terms and Conditions.

2.The Card

2.1 Issuance of a Card

- (a) Issuance of a Card is subject to the applicant for a Card providing a duly completed application form and providing any other documents that BFCP may, in its sole and absolute discretion, request in support of such application. The applicant must provide BFCP with updated Identification Documents – such as national identity card and Passport- upon expiry of the existing documents.
- (b) Issuance of the Card is at the sole and absolute discretion of BFCP and BFCP may, at its sole and absolute discretion, refuse to issue a Card to an applicant without assigning any reason for such refusal.
- (c) The Cardholder must sign on the space provided at the back of the Card immediately upon receipt. The Card shall only be valid once the reverse side is signed.

2.2 Loading the Card

- (a) Funds can be loaded on the Card via BFCP Corporate Portal provided on BFCP's website or at any branch of Bahrain Financing Company (BFC) that offers such facility in partnership with BFCP.
- (b) The maximum amount that may be loaded on the Card shall not exceed the amount stipulated by BFCP from time to time in accordance with directives issued by the Central Bank of Bahrain.

2.3 Ownership of the Card

The Card shall remain the property of BFCP at all times and the Cardholder shall be obliged to surrender the Card to BFCP on demand.

2.4 Safeguarding the Card and the PIN

The Card is issued to the Cardholder at the Cardholder's risk and responsibility. The Cardholder must keep the Card and the PIN separately, safe and secure. The Cardholder should not write the PIN on the Card. If the Card is lost or stolen or suspected stolen or if the PIN has become known or is suspected to have become known to any unauthorized person, the Cardholder must immediately notify BFCP in writing.

3.Using the Card

- 3.1** The Card is a prepaid card that allows the Cardholder to access funds loaded onto the Card for the purpose of availing goods, services, facilities and benefits that are made available by any Merchant Establishment or for cash withdrawals across ATMs/CDMs. The Card functionalities are set out in the Card Functionality Schedule below. It is clarified that the Card is not a credit or a debit card and the Cardholder will not be entitled to receive any interest on the funds loaded on the card nor will any cheque books be issued to the Cardholder.



- 3.2** The Card issued is personal to the Cardholder and the Cardholder shall be responsible for all applicable Card Charges.
- 3.3** All purchases and withdrawals made by the Cardholder shall be converted into Bahraini Dinars. Commission and other charges or losses incurred by BFCP in converting such payment to Bahraini Dinars shall be levied on the Account and such conversion shall be effected at BFCP's prevailing exchange rate (not exceeding the official exchange rate cap set by the CBB for BD-USD Dollar exchange rates) at the date of entry into the Account.
- 3.4** The Cardholder agrees not to use the Card for any illegal Transactions as defined by applicable laws of the Kingdom of Bahrain governing the usage of prepaid cards.

Card Functionality Schedule

1	Balance enquiry from customer portal/ ATM	Free
2	Load & transaction notification (SMS)	Free
3	Overseas fund transfer	Remittance service charge only
4	Balance enquiry from BFC Payments closed loop CDMs	Free
5	PIN change through BFC Payments closed loop CDMs	Free

4. Cashing out

The Cardholder can withdraw funds from an ATM or a CDM subject to a fee as specified below, or by means of a manual cash withdrawal over the counter at any of Bahrain Financing Company (BFC) branches.

Service Charges Schedule

Sl. No	Type of fees	Charges
1	Card Issuance fee	NIL
2	Monthly Payroll Service fee	NIL
3	Loading fee per transaction (non-monthly payroll)	NIL
4	Cash withdrawal fee from UnionPay affiliated ATMs in Bahrain	NIL
5	Cash withdrawal fee from UnionPay affiliated ATMs within GCC Network	BD 1
6	Cash withdrawal fee from UnionPay affiliated ATMs outside GCC Network	2% or BD 2 (whichever is higher)
7	Cash withdrawal fee within Bahrain at BFC Payments closed loop CDMs and POS network at BFC Branches	NIL
8	Lost, stolen or damaged card replacement	BD 3
9	Card replacement on expiry	Free
10	Annual fee	NIL

5. Loss or Theft of the Card

Upon discovery or suspicion of the loss or theft of the Card, the Cardholder should notify BFCP Customer Service Centre immediately. In the event the Cardholder recovers the Card which has been reported as having been lost or stolen, the Cardholder shall hand over the recovered Card/s to BFCP immediately. On receiving an application in writing along with requisite documents for a replacement of the card, BFCP may at its sole and absolute discretion issue the Cardholder with a replacement Card, the possession and use of which shall be governed by these Terms and Conditions.

The Cardholder shall be solely responsible for any unauthorized Card Transactions that are effected through use of the Card/PIN prior to the loss or theft of the Card/PIN being reported to BFCP. In case of reporting a lost, stolen or damaged Card, the Cardholder must present his/her valid national identity card to BFCP or any other equivalent ID document in form and substance which is satisfactory to BFCP in its sole and absolute discretion.



6. Refunds & Chargebacks

BFCP will credit the Account with the amount of any refund only upon receipt of a properly issued credit voucher from the Merchant Establishment or ATM/CDM. Subject to any rights vested in the Cardholder by applicable law, no claim by a Cardholder against a third party may be the subject of a defense or counter claim against BFCP.

7. Disputed Card Transactions and Chargeback

- (a) In the event that the Cardholder disputes a Card Transaction, such dispute must be lodged in writing with BFCP Customer Service Centre within 30 days of the Transaction date.
- (b) On receiving notification of a disputed Card Transaction, BFCP will process the dispute in accordance with the Standard Dispute Resolution and Chargeback Process Rules ("Dispute Resolution Rules" available on www.bfcpayments.com) for card transactions, which is in force from time to time.
- (c) The Cardholder agrees and accepts that the provisions of the Dispute Resolution Rules shall be binding upon him.
- (d) The Cardholder agrees and accepts that the disputed Card Transaction amount and the charges for processing the dispute will be credited to the Account only in the event that the dispute resolution process culminates in a decision in favour of the Cardholder. For the avoidance of doubt, it is clarified that the Account shall not be credited during the process of dispute resolution.

8. Lodging a Complaint

All complaints should be lodged online by sending an email to: customer.services@bfcpayments.com by calling BFCP's Customer Service Centre at +973 1771 1775

9. Authorization to BFCP

By using the Card, the Cardholder authorizes BFCP to:

- 9.1 Deduct the amount loaded on the Card by the amount of the Card Transaction;
- 9.2 Deduct all applicable Card Charges as and when such charges accrue or arise;
- 9.3 Debit the Account with any charges resulting from currency conversions;
- 9.4 Debit the Account with all amounts notwithstanding that such transactions may exceed the amount loaded onto the Card;
- 9.5 Debit the Account with any other liabilities that may be incurred by the Cardholder through use of the Card; and/or
- 9.6 Set off any liability owed by the Cardholder to BFCP against the amount loaded on the Card.

10. Rights of BFCP

- 10.1 BFCP may amend these Terms and Conditions and/or change the design of the Card and/or vary the method of calculation of the handling charges, additional charges, finance charges or any other charges relating to the Card including those detailed in the Service Charges Schedule at any time and shall notify the Cardholder of the same in the manner BFCP deems appropriate taking into consideration the applicable regulatory disclosure requirements.
- 10.2 BFCP may record any instructions given, or conversations had, by the Cardholder with BFCP for quality assurance and other purposes and such records of instructions given and conversations had shall be conclusive proof and binding for all purposes and may be used as evidence in any proceeding before any court of law, as BFCP may deem fit.



11. Obligations of the Cardholder

The Cardholder agrees and undertakes:

- 11.1 To safeguard the Card and keep it under his/her personal control at all times and not to divulge the PIN to any other person;
- 11.2 To reimburse BFCP with applicable charges that may be debited to the Card in the event that the balance on the Card is insufficient to defray such amounts;
- 11.3 Not to pledge the Card or use the Card as security for any purpose;
- 11.4 To surrender the Card to BFCP without demur in the event that BFCP exercises its right to suspend or cancel the Cardholder's use of the Card;
- 11.5 That the records of BFCP shall be considered as conclusive and binding evidence in the absence of manifest error;
- 11.6 To provide any document reasonably requested by BFCP which is necessary for the provision of the services by BFCP hereunder; and
- 11.7 To immediately notify BFCP in writing of any change to the Cardholder's personal details that have been provided to BFCP in the Application Form.

12. Disclaimer of Liability

In no circumstances shall BFCP be liable for any loss or damage sustained or incurred by the Cardholder, whether direct or indirect, including loss or damage sustained as a consequence of:

- 12.1 BFC or a Merchant Establishment or any ATM or any CDM refusing to allow a Card Transaction or refusing to accept the Card or the PIN; or
- 12.2 Any defect or deficiency in the goods or services supplied to the Cardholder by any Merchant Establishment, or, where applicable, for any breach or non-performance by a Merchant Establishment; or
- 12.3 The Cardholder being unable to withdraw money or avail of Card services either by reason of insufficiency of funds in an ATM/CDM or as a result of an electronic, mechanical, communications failure or otherwise.

13. Personal Information

The Cardholder's personal information may be stored and processed by computerized or other means by BFCP or any third-party entity to which the data processing aspect of the Card program is outsourced. The Cardholder is hereby made aware that any personal data that is provided to BFCP including details of purchases and redemptions may be disclosed and shared by BFCP with its affiliates and business partners. The Cardholder can withdraw the consent to use or disclosure of personal information at any time in the future.

14. Death of the Cardholder

- 14.1 BFCP must be informed in writing on the death, incapacity, dissolution, insolvency or bankruptcy of the Cardholder and BFCP shall not be held liable for any loss or damage whether direct, indirect or consequential which may arise from any Card Transactions that are effected prior to written notice having been received by BFCP of such death or insolvency.
- 14.2 Upon receiving notice of the Cardholder's death or insolvency BFCP shall suspend operation of the Account until such time as it is satisfied that a duly appointed successor or court appointed officer has been legally empowered to operate with the Account or that the heirs of the deceased Cardholder have established their rights to the estate of the deceased Cardholder in accordance with Applicable Law.



15. Termination

- 15.1** The Cardholder may terminate the Card by written notice to BFCP, but such termination shall only be effective on the return to and receipt by BFCP of the Card issued and upon payment of all outstanding liabilities of the Cardholder in full.
- 15.2** The whole of the outstanding balance/charges on the Account (if any) will become immediately due and payable in full to BFCP on termination of the Card or on the Cardholder's bankruptcy or death. The Cardholder will be responsible for settling any outstanding amounts on the Account and shall keep BFCP indemnified against all costs, charges (including legal fees), and expenses incurred in recovering such outstanding.
- 15.3** In the event that there is a balance outstanding in favour of the Cardholder on termination, after deducting all amounts that are payable by the Cardholder whether by way of Card Charges or otherwise BFCP shall pay such balance to the Cardholder.
- 15.4** BFCP may terminate the Card at any time by cancelling or refusing to renew the Card with or without prior notice and with or without cause.

16. Severability

Each of the provisions hereof shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected thereby.

17. Waiver of Remedies

No forbearance, delay or indulgence by BFCP in enforcing these Terms and Conditions shall prejudice or restrict the rights of BFCP nor shall any waiver of its rights operate as a waiver of any subsequent breach.

18. Governing Law & Jurisdiction

These Terms and Conditions shall be construed in accordance with and governed by the Laws of the Kingdom of Bahrain. The courts of the Kingdom of Bahrain shall have exclusive jurisdiction in connection herewith.

19. Language

These Terms and Conditions have been prepared in English and have been translated into Arabic, in the event of any contradiction between the English and the Arabic texts of these Terms and Conditions, the English text shall prevail.

20. General

- 20.1** The Cardholder hereby irrevocably and unconditionally and without any right to protest, authorizes BFCP to reverse any entry on the Account found to be made in error or omission.
- 20.2** BFCP has certain responsibilities under Anti-Money Laundering Law to verify the identity and Residence address of Cardholders and BFCP may request relevant documents as per BFCP's KYC policy to establish the correctness of these details.
- 20.3** BFCP may from time to time amend these Terms and Conditions and notify the Cardholder (within 30 days' written notice) by such means as deemed fair. No amendments will affect any outstanding order or transaction or any legal rights or obligations which may already have arisen. Notices and other correspondence shall be deemed to be received within seven Business Days after posting; if sent by post.
- 20.4** Notices required to be given by BFCP to the Cardholder will be in writing addressed to the Cardholder's last known address and delivered by post, by hand or courier, or transmission if sent by e-mail. The Cardholder must update BFCP immediately of any change to the Cardholder's address and /or contact details. Notices required to be given to BFCP by Cardholder hereunder must be made in writing, unless otherwise specified in these Terms and Conditions.



20.5 The Cardholder agrees and undertakes to keep BFCP indemnified and held harmless against all actions, claims, costs, expenses and damages brought against or suffered by BFCP arising from a breach by the Cardholder of these Terms and Conditions.

21. Taxes

21.1 Any prices, amounts, fees, charges or other amounts which are payable hereunder are exclusive of any applicable VAT (Value Added Tax).

21.2 Where any supplies made hereunder are subject to VAT, BFCP agrees to issue a valid Tax Invoice to the recipient.

22. Contact information

For consumer inquiries or comments please write to : Customer Service Centre, BFC Payments B.S.C. (C), P.O. Box 243, Manama, Kingdom of Bahrain or Tel: +973 1771 1775 or Email : customer.services@bfcpayments.com

