

شروط وأحكام الخدمات المصرفية الالكترونية للأفراد  
INTERNET BANKING TERMS AND CONDITIONS – RETAIL

SIMPLY SMARTER

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**بيت التمويل الكويتي**  
**Kuwait Finance House**  
البحرين ش.م.ب (م) (S.C.) Bahrain



مركز من قبل مصرف البحرين المركزي كمصرف قطاع تجزئة إسلامي  
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## TERMS AND CONDITIONS OF USE OF KUWAIT FINANCE HOUSE BAHRAIN'S WEBSITE & INTERNET BANKING SERVICES FOR RETAIL CUSTOMERS

### ACKNOWLEDGEMENT AND ACCEPTANCE OF TERMS

Kuwait Finance House (Bahrain) B.S.C. (the “Bank”) owns and maintains this website (the “Website”) through which the Bank may provide information on different products and services (the “Services”). By using the Website to access any of the Bank’s Services (including, but not limited to, the Bank’s e-banking or text message service (the “E-Banking Facility”) You (which includes your authorized representatives, officers and signatories) acknowledge and agree that you have read and understood and agree to be, without limitation or qualification, legally bound by the following terms and conditions (the “Terms”). The Terms are not intended to replace any terms and conditions associated with the Services but are supplemental terms and conditions associated with the Services.

The contents of the Website, including the Terms, are subject to change by the Bank and the Bank shall not be obliged to remove any outdated information from the Website or to expressly mark it as being outdated. You agree that your continued access to, or use of, the Website following any changes is made on the basis that you agree to such changes.

If the Terms are not acceptable to you then please exit the Website.

### USE OF WEBSITE

The Website, including any information therein, and the Services are not directed to, or intended for distribution or use by, any person or entity who is a citizen or resident of, or located or incorporated in, any jurisdiction where such distribution, publication, availability or use would be contrary to law or regulation or which would subject the Bank to any additional registration, authorization or licensing requirement within such jurisdiction.

Nothing stated on the Website is to constitute an offer under any applicable legislation of any Service provided by the Bank or an inducement, solicitation or invitation to enter into a legally binding contract in connection therewith. The Bank’s opinions or statements on the Website are not intended to constitute or be taken as financial, investment or professional advice or be deemed to constitute the offer or provision of financial, investment or other professional advice in any way. Any investment decision should be taken with the assistance of a qualified expert in such matters.

In order to maintain the security of the Bank’s systems, protect You and detect fraud and other crimes, the Bank reserves the right to monitor all internet communications, including web and email traffic, into and out of the Website. Monitoring includes checks for, but not limited to, viruses and other malignant code or criminal activity. You agree not to upload any harmful material, to the Website and that You will take all steps possible to prevent a third party from accessing our Website using your log-in and access details.

### ONLINE ACCESS TO THE BANK’S E-BANKING FACILITY

To access the E-Banking Facility You are required to nominate an authorized person or persons (“Authorized Person”) to register with the Bank for the E-Banking Facility by completing and delivering the Retail E-Banking Application Form to a branch of the Bank. Your Authorized Person will be provided with your log-in details and be asked to create a secret password personal to You. You are responsible for ensuring that the information provided to the Bank including, without limitation, details of your Authorized Person is kept confidential, accurate and fully up to date. The Bank reserves the right to suspend your access to the E-Banking Facility in the event that the details provided by You become out of date in which event You should contact the Bank immediately.

Once You have registered, your Authorized Person will be able to give the Bank instructions and access information on your accounts electronically using E-Banking Facility for any account You have with the Bank.

Once You have registered, the Bank can also provide text message services, involving the Bank sending texts with information about current accounts covered by the Terms. The texts are intended to provide occasional updates on accounts, and do not replace the need for You to check your statements regularly. The specific features of any account or service depend on the type You choose. You may not be eligible for all of the Bank’s accounts or services or all the features they have.

You are obliged to notify the Bank immediately if You or your Authorised Person know or have reason to suspect unauthorised access to the Website. The Bank shall not be responsible for any loss, cost or damage that You may sustain due to the failure or delay in notifying the Bank of any unauthorised access to the Website. Instructions requesting cancellation or amendment of your Authorized Person must be transmitted to the Bank by the completion of another Retail E-Banking Application Form. In the event that You request the Bank to cancel authorization for or change any Authorised Person, the Bank will make all reasonable efforts to comply with your request. However, the Bank is not liable for any failure to cancel or make the changes if such a request is not received at a time or under circumstances that give the Bank a reasonable opportunity to act on your request.

### BINDING TRANSACTIONS

You undertake that your Authorised Person will have all the requisite authority to access and use the Website acting as your authorized agent and you irrevocably and unconditionally accept as binding any transaction and/or instruction made or given by the Authorised Person while using the E-Banking Facility. The Bank’s records of any transaction or instructions processed while using the E-Banking Facility shall constitute binding and conclusive evidence of such transaction or instruction for all purposes.

You and your Authorized Person must take all reasonable precautions to prevent the theft, disclosure or unauthorised use of the Personal Identification Number (the “PIN”) or any other information provided by the Bank to You which allows You to access the Website. You will be liable for the usage of the PIN, user identification and/or passwords and any other authentication methods/devices used to access the Service by authorized personnel, unauthorised personnel or any other third party. You must inform the Bank immediately by either telephoning the Bank’s Call Center +973-7777-7777 (or such other number as may be published from time to time) or by informing the counter staff at one of the Bank’s branches if You become aware of any unauthorised access to your account or of the loss or theft of a record of any of your PIN or if You suspect that any of your PIN has become known to someone else.

The Bank can reasonably rely on the authenticity of transactions conducted by your Authorized Person on your behalf when accessing the E-Banking Facility by use of the security procedures. If the Bank has reason to doubt the genuineness of any instruction or transaction or if such instruction or transaction would violate any limits imposed by the Bank or any regulatory authority, the Bank may, in its sole discretion, choose not to process the instruction and/or transaction initiated through the Service.

The Bank owns all information stored and transmitted through the E-Banking Facility and shall have the right to review, monitor, and change or delete such information for security or administrative or any other purpose. You acknowledge that the Bank will not provide You with any type of hardware and/or software for enabling the usage of the E-Banking Facility.

The Bank may at its discretion include additional banking products or services in connection with the E-Banking Facility or discontinue some of the banking products and services provided in connection with the E-Banking Facility, restrict the usage of the PIN, user identification and/or passwords and/or any other authentication methods/devices and restrict or terminate your use of the E-Banking Facility.

You acknowledge that access to some of the banking products or services available through the E-Banking Facility may require additional processing within the Bank which may take time because of differences in time, business hours and business days between the place where the instruction or transaction is received and the place of accounts to be debited or credited.

### TEXT MESSAGE SERVICES

If You register for this service, the Bank will send information about your current accounts to a mobile phone nominated by You provided such mobile phone is registered on a Bahrain network. The Bank may only allow you to register one mobile number with the Bank at any time.

The Bank will not send texts on weekends or other national holidays. The Bank will only send You each text once. If You delete a text, the Bank cannot send it again. You can end a text service for any particular account at any time. You can also ask the Bank to suspend a text service at any time (for example, if you go abroad). To do so, You must suspend the service for all your accounts.

You are responsible for making sure no one has access to confidential information shown on (or stored in) your nominated mobile phone and for informing the Bank immediately if your nominated mobile phone is lost or stolen, or if You change your nominated mobile phone number. Otherwise the Bank will continue to send text messages to your nominated mobile phone and the Bank will not be liable if your account information becomes known to someone else as a result.

### TELECOM VENDORS BILL PAYMENT, ELECTRONIC RECHARGE AND PREPAID SERVICE

You can register for any of the above services for any of your current accounts. You can carry out the transaction online, or through a mobile communication device such as a mobile phone. Where the transaction is conducted through a mobile phone or the like, the Bank will then send You a ‘debit text’ to inform You how much has been deducted from your account to pay for any of the above mentioned services; or an ‘insufficient funds text’ to inform You if You do not have enough available funds for the required service.

The Bank will not be responsible for the services purchased or provided from a third party through the Website, and any issues or problems associated with such third party services will have to be addressed through the said third party.

### BALANCE ADVICE SERVICE

You can register for the Bank’s balance advice service for any of your current accounts. The Bank will then send text messages to your nominated mobile phone showing the account balance and up to the last six transactions on the account. The Bank will send you texts once a week on the day of your choice.

## شروط وأحكام استخدام الموقع الإلكتروني والخدمات المصرفية الإلكترونية للأفراد من بيت التمويل الكويتي - البحرين

### إقرار العلم وقبول الشروط

بيت التمويل الكويتي (البحرين) ش.م.ب. (مفصلة) «البنك» هي الجهة التي تملك وتعمل على صيانة هذا الموقع الإلكتروني («الموقع») ويقوم من خلاله بتوفير المعلومات حول المنتجات والخدمات المختلفة («الخدمات»). عند استخدام هذا الموقع للوصول إلى أي من الخدمات والبنك بما فيها دون تحديد، الخدمات المصرفية اللينة أو خدمة الرسائل النصية القصيرة («الخدمة المصرفية الإلكترونية») يقر الزبون (وهذا يشمل المسؤولين والممثلين والمفوضين بالتوقيع) بأنه قر وفهم ووافق دون شرط أو قيد أو تحديد على الالتزام بالشروط والأحكام التالية («الشروط»). هذه الشروط لا تحد بديلاً عن أي شروط أو أحكام متعلقة بالخدمات، ولكنها شروط وأحكام إضافية متعلقة بالخدمات.

إن محتوى الموقع، بما فيها الشروط، عرضة للتغيير بواسطة البنك، ولن يكون البنك ملزم بإزالة أي معلومات قديمة أو سابقة من الموقع أو وضع علامة مميزة لبيان أن المعلومات قديمة. يقر الزبون بأن استمرار وصوله إلى الموقع أو استخدامه بعد التغييرات يعنى موافقه على تلك التغييرات.

إذا لم تكن هذه الشروط مقبولة لدى الزبون، الرجاء الخروج من الموقع.

### استخدام الموقع

إن الموقع بما فيه من معلومات وخدمات ليس مخصصاً أو مقصوداً به الترويج أو الاستخدام بواسطة شخص مواطن أو مقيم في أو تم تأسيسه في أو يخطى إلى تشريعات يكون فيها مثل هذا الترويج أو النشر أو الإستخدام محظوراً بموجب القانون أو النظام العام أو تلك التي تتطلب من البنك تريحاً إضافياً.

لا يوجد بين محتويات الموقع ما يعتبر تحت أي قانون مطبق عرضاً لخدمة مقدمة من البنك أو دعوة للدخول في أي التزام قانوني أو تعاقدي متعلق بهذا المحتوى. إنراه وإعلانات البنك في الموقع لا تعتبر نصيحة مالية أو استشارة أو مهنية بأي شكل من الأشكال وأي قرار استثماري من قبل الزبون يجب أن يعتمد على مساعدة من مختصين مؤهلين في هذه الأمور.

من أجل المحافظة على سرية الأنظمة وحماية الزبون وكشف أي تروير أو تلاعب أو أي جريمة أخرى، يحتفظ البنك بالحق في مراقبة جميع اتصالات الإنترنت بما فيها الموقع والبريد الإلكتروني الصادر من والوارد إلى الموقع. تشمل هذه المراقبة دون تحديد مراقبة الفيديوات وغيرها من المواد الخطرة والنشاطات الإجرامية. يوافق الزبون على عدم إضافة أي مواد طارة إلى الموقع وبأنه سيقوم بكل الإجراءات الممكنة لمنع أي طرف ثالث من الوصول إلى الموقع باستخدام بيانات الزبون الخاصة بالدخول.

### الوصول إلى التسهيلات المصرفية الإلكترونية

للوصول المباشر إلى التسهيلات المصرفية الإلكترونية، سيطب من الزبون تحديد شخص/أشخاص مفوضين («الشخص المخول») وذلك من خلال تعبئة وتوقيع وتسليم نموذج طلب خدمة المصرفية الإلكترونيةإلى أحد فروع البنك. سوف يتم تزويد الزبون أو الشخص المخول بالتوقيع ببيانات تسجيل الدخول وسيلب منه تحديد كلمة سر خاصة بالزبون. يتحمل الزبون المسؤولية الكاملة عن المحافظة على صحة ودقة وحدثة وسرية المعلومات المقدمة للبنك (بما فيها على سبيل المثال وليس الحصر) بيانات الشخص المخول. كما يحتفظ البنك بالحق في تعليق أو وقف صلاحية الدخول إلى الخدمات في حالة قدم المعلومات المقدمة، وفيه هذه الحالة ينبغي على الزبون الاتصال بالبنك فوراً.

بعد ما يتم تسجيل الزبون، سيتمكن الشخص المخول من الوصول إلى المعلومات وإعطاء التعليمات المتعلقة بحسابات الزبون إلكترونياً عن طريق الخدمة المصرفية الإلكترونية لاي حساب خاص بالزبون لدى البنك.

بعد ما يتم تسجيل الزبون، يستطيع البنك أيضاً تزويدكم بخدمة الرسائل النصية والتي تتضمن قيام البنك بإرسال رسائل نصية تحتوي معلومات حول الحسابات الجارية الخاصة للشروط. ستوفر لكم هذه الرسائل معلومات حول مستحقات الحساب إلا أنها لا تغني عن الحاجة إلى مراجعة كشف الحساب دورياً. إن الخصائص المحددة لدى من الحسابات و الخدمات تعتمد على النوع المختار. قد لا يكون الزبون مؤهلاً للوصول على جميع حسابات أو خدمات البنك أو على ميزا الخاصة بها.

يجب إخطار البنك فوراً بما في حيا علم أو شك الزبون أو الشخص المخول بوجود استخدام غير مصرح به أو محاولة للدخول إلى الموقع. لن يكون البنك مسؤولاً عن أي خسائر أو نفقات أو أضرار يتكبدها الزبون جراء امتناع الزبون أو تأخره في إخطار البنك عن أي دخول غير مصرح به للموقع. إن التعليمات المتعلقة بإلغاء أو تغيير الشخص المخول يجب تقديمها إلى البنك من خلال تعبئة نموذج جديد طلب الخدمة المصرفية الإلكترونية. سيقوم البنك ببدل الجهد اللازم في تلبية طلب الزبون لإلغاء أو تغيير الشخص المخول. إلا أن البنك لن يكون مسؤولاً عن عدم الإلغاء أو التعديل إذا قدم الطلب إلى البنك في وقت وظروف لم تمنح البنك الفرصة المعقولة للعمل بموجبه.

### العمليات الملزمة

يقر ويوافق الزبون بأن الشخص المخول يمتلك الصلاحية اللازمة للدخول إلى الموقع واستخدامه والتصرف كوكيل الزبون، كما يقر ويوافق الزبون بشكل غير مشروط وقابل للإلغاء على اعتبار أي عمليات و/أو تعليمات صادرة من الشخص المخول صادرة من الشخص المخول للخدمات المصرفية الإلكترونية ملزمة للزبون. إن سجلات البنك التي تظهر أي عمليات و تعليمات تمت أو صدرت باستخدام الخدمات المصرفية الإلكترونية تعتبر ملزمة للزبون وتعد دليلاً نهائياً على هذه العمليات أو التعليمات لجميع الأغراض.

على الزبون والشخص المخول بذل الجهد اللازم لحماية رقم التعريف الشخصي وأي معلومات أخرى مقدمة من البنك الي الزبون من أجل الدخول إلى الموقع من السرعة والأمن والالاستخدام غير القانوني. كما سيكون الزبون مسؤولاً عن استخدام رقم التعريف الشخصي، و/أو كلمة السر و/أو أي طريقة أو أداة تعريف تستخدم للوصول إلى الخدمات بواسطة الشخص المخول أو الأشخاص غير المعتمدين و أي طرف ثالث. ينبغي على الزبون إخطار البنك فوراً سواء عن طريق الهاتف عن طريق الإتصال بمركز خدمة الزئان على رقم 973 7777 7777- (أو أي رقم آخر نشره من حين لآخر) أو إخبار موظف البنك مباشرة في أي من فروع البنك بمجرد معرفة الزبون بأي دخول غير قانوني إلى الحساب أو عند سرقة أو فقدان أي سجل يحتوي على رقم التعريف الشخصي الخاص بالزبون أو أي في حال الشك في أن رقم التعريف الشخصي أصبح معروفاً لشخص آخر.

يملك البنك الاعتماد على صحة ودقة المعاملات التي تتم بواسطة الشخص المخول نيابة عن الزبون باستخدام الخدمات المصرفية الإلكترونية من خلال اعتماد إجراءات الامان. إذا كان لدى البنك سبب يدعو إلى الشك في صحة أي تعليمات أو معاملات، وإذ كانت مثل هذه التعليمات أو المعاملات ستجاوز أي حد مطبق من البنك أو سلطة تنظيمية، يجوز للبنك (وفق تقديره المنفرد) عدم تنفيذ هذه التعليمات و/أو المعاملات الصادرة عن طريق الخدمات.

يملك البنك جميع المعلومات المخزنة والمرسلة خلال الخدمات المصرفية الإلكترونية وبحق للبنك مراجعة ومراقبة وتغيير وحذف أي من هذه المعلومات لسبب أمنية أو إدارية أو أي أسباب أخرى. يقر الزبون بأن البنك لن يقوم بتزويد الزبون بأي برامج تسمح باستخدام التسهيلات المصرفية الإلكترونية.

كما يحق للبنك أن يقوم بإدراج أي منتجات أو خدمات مصرفية متعلقة بالخدمة المصرفية الإلكترونية أو إيقاف بعض الخدمات أو المنتجات المتوفرة من خلال الخدمات المصرفية الإلكترونية والحد من استخدام رقم التعريف الشخصي أو التعريف الشخصي أو كلمة السر أو أي جهاز أو وسيلة للتوقيع وكذلك تحديد أو إنهاء استخدام الزنون للخدمات المصرفية الإلكترونية.

يقر الزبون بأن الدخول إلى بعض العمليات المصرفية أو الخدمات المتلحة من خلال الخدمة المصرفية الإلكترونية قد يتطلب وقتاً إضافياً لإجرائه من قبل البنك وذلك بسبب اختلاف التوقيت أو اختلاف ساعات أو أيام العمل بين مكان استلام التعليمات ومكان الحساب الذي سيتم الخصم منه أو الإيداع فيه.

### خدمات الرسائل النصية

إذا قام الزبون بالتسجيل في هذه الخدمة سيقوم البنك بإخطاره عن الحسابات الجارية على الهاتف النقال الذي يحدده الزبون، بشرط أن يكون هذا الهاتف مسجلاً في شبكة هواتف البحرين. سيسمح البنك للزبون بتسجيل رقم هاتف واحد فقط في أي وقت من الأوقات.

لن يقوم البنك بإرسال رسائل نصية للزبون في أيام العطل الأسبوعية أو العطل الرسمية. سوف يقوم البنك بإرسال كل رسالة مرة واحدة فقط. إذا قام الزبون بحذف أي رسالة فإلن يستطيع البنك إرسالها مرة أخرى. يستطيع الزبون إنهاء خدمة الرسائل لأي حساب في أي وقت كما يستطيع طلب تعليق خدمة الرسائل في أي وقت (إذا كان الزبون مسافراً مثلاً) وللقيام بذلك، يجب على الزبون تعليق خدمة الرسائل لجميع الحسابات.

إن من واجب الزنون التأكد من عدم وصول أي شخص إلى معلومات الزنون السرية المبنية أو المخزنة في الهاتف النقال. كما يجب على الزنون إبلاغ البنك فوراً في حالة فقدان أو سرقة الهاتف النقال المحدد أو عند تغيير رقم الهاتف. في حالة عدم إخطار البنك بذلك فإن البنك سيستمر في إرسال الرسائل النصية إلى الرقم المحدد ولن يكون مسؤولاً في حالة طلع شخص آخر على بيانات الحساب نتيجة لذلك.

### دفع فواتير شركات الاتصال وإعادة الشحن الإلكتروني وخدمات الدفع المسبق

يستطيع الزنون التسجيل لأي من الخدمات المذكورة أعلاه لجميع الحسابات الجارية. كما يستطيع الزنون إجراء العمليات إلكترونياً أو من خلال الهاتف النقال. عندما تتم العملية من خلال الهاتف النقال أو ما يماثله، سيقوم البنك بإرسال «رسالة خصم» لإخبار الزنون بالقيمة التي تم خصمها من الحساب لدفع أي من الخدمات المذكورة أعلاه، أو «رسالة عدم كفاية الرصيد» لإخبار الزنون بأن رصيد الحساب المتوفر لا يكفي لإتمام العملية المطلوبة.

لن يكون البنك مسؤولاً عن أي خدمات يتم الحصول عليها أو شرائها من الغير عن طريق الموقع ويجب على الزنون معالجة أي مشاكل أو أمور متعلقة بهذه الخدمات مع الغير مباشرة.

### خدمة معرفة الرصيد

يستطيع الزنون الاشتراك في هذه الخدمة لأي من الحسابات. سيقوم البنك بإرسال رسالة إلى الهاتف النقال المحدد يظهر فيها رصيد الحساب والعمليات حتف آخر ست عمليات على نفس الحساب. سيقوم البنك بإرسال رسالة واحدة أسبوعياً في اليوم الذي يختاره الزنون.

## EXCLUSION OF LIABILITY

Whilst the Bank has taken all reasonable steps to ensure the accuracy and completeness of the content of the Website, to the fullest extent permitted under the applicable law the Bank excludes any warranties, undertakings or representations (either express or implied) that the Website or (including without limitation) all or any part of the content or materials, accuracy, availability or completeness of the content of the Website or any part of the content or materials are appropriate or available for use either in the Kingdom of Bahrain or in other jurisdictions.

The Bank shall not be liable (including, without limitation, in contract, tort, statutory or otherwise) to the maximum extent permitted by applicable law for any losses, damages or expenses (including legal costs) whatsoever suffered by You or any third party arising out of the use of the E-Banking Facility or access to the Website (whether authorized or not) which includes without limitation any errors or omissions contained in the Website or if the Website is unavailable, even if the Bank has been informed of the possibility of such damage. In particular, the Bank shall not be liable for any economic loss (including without limitation loss of revenues, data, profits, contracts, opportunity, business or anticipated savings), loss of goodwill or reputation or special, incidental, consequential loss or damage, suffered or incurred arising out of or in connection with your use of the Website.

Access to the Website and use of the E-Banking Facility is entirely at the your own risk and the Bank does not warrant that the use of the Website or any material downloaded from it will not cause damage to any property, or otherwise minimize or eliminate the inherent risks of the internet including but not limited to loss of data, computer virus infection, spyware, malicious software, Trojans and worms. You shall be fully and solely responsible for the adequate protection and back up of data and/or equipment and to undertake reasonable and appropriate precautions to scan for computer viruses or other destructive properties. The Bank accepts no liability in respect of losses or damages arising out of changes made to the content of the Website by unauthorised third party.

The provision by the Bank of a link to another website does not constitute any authorization by the Bank for You to access material held at that website, nor is it evidence of any endorsement by the Bank of the material held there. The Bank accepts no responsibility or liability in relation to your access and use of such websites, as these are beyond the Bank's control. The Bank will accept no responsibility or liability in respect of any materials on any website which is not under the Bank's control.

## DATA PROTECTION AND SECURITY

You agree that the Bank may hold and process by computer or otherwise any personal information provided by You, and You further agree that personal information may be used by the Bank in providing or improving the E-Banking Facility or to respond to your queries. The Bank shall not be liable for any loss, cost or damage sustained by You due to the provision of incorrect or inaccurate information by You or your Authorised Person.

The Bank may not disclose personal information except: to the Bank's agents, insurers and sub-contractors who have agreed to keep your personal information strictly confidential; to credit reference agencies; to linked suppliers to the extent that they need your personal information to provide their services to You and/or for the purposes set out above; for debt tracing or fraud prevention; to any person to whom the Bank assigns or transfers its rights and/or obligations; and if required or compelled to do so by law, or requested to do so by the police or any other administrative or regulatory authority.

Although the Bank takes reasonable care to ensure the security of the E-Banking Facility and the confidentiality of the data stored and used on the Website, the Bank cannot guarantee the privacy or confidentiality of any information relating to You passing over the internet.

The Bank may store some information on your own hard disk (a "cookie"). This helps the Bank to match the Service to your preferences. You can choose to accept or delete cookies. Deleting them may mean the Service does not work properly.

For further details on the use of and protection of personal data and the Bank's privacy policy please refer to the Bank's Privacy Policy which can be found on the Website.

## MOBILE DEVICE JAILBREAK

The Bank advises its customers against "jailbreaking" or "rooting" the devices which are used to access our e-channels. This practice exposes your account to security risks, which may result in serious security breaches. The bank holds no liability whatsoever in the case of any security incident(s) which may directly or indirectly occur as a result of or in connection with such "jailbreak" or "rooting" activity.

## GEOGRAPHICAL AREA

The information on the Website has been prepared in accordance with the laws of the Kingdom of Bahrain and is directed at or provided for residents of the Kingdom of Bahrain and for the supply of products or services in the Kingdom of Bahrain.

## REGULATORY INFORMATION

The Bank is licensed as an Islamic retail bank and regulated by the Central Bank of Bahrain. Details of the Bank's license can be found on the following website www.cbb.gov.bh.

The information provided on the Website is provided for your information and general interest only. Any forward looking statements made on the Website and the actual results may vary materially from the forward looking statements as a result of a number of factors which include but are not limited to the general economic conditions in the Kingdom of Bahrain and in other countries in which the Bank has significant business activities or investments. To that end the Bank disclaims all liability express or implied for any representations or warranties that this Website or its content is accurate, free from errors, complete, up to date or that the Services are available through the Website are suitable for You. The Bank shall not be liable for any loss or damage howsoever caused arising as a result of use of, or reliance on, any information, whether provided by the Bank or third party (including anything linked to the Website), whether authorized or not, to the maximum extent permitted by applicable law.

Nothing on the Site should be construed as an advertisement or solicitation for any products or services or their use which is not authorised by the applicable laws and regulations of your place of citizenship, domicile, incorporation or residence.

## CURRENCY

All figures displayed on the Website (including but not limited to, data in financial reports and those relating to fees, charges, transaction limits and profits) and any other amounts are in Bahraini Dinars (unless otherwise stated) and are current at the time of placing the Webiste, but may change at any time. Currency fluctuations from time ti time may also affect the figures displayed on the Website.

## COPYRIGHT

The Bank owns, or is licensed to won all intellectual property on the Website and all rights are reserved.

You may only print, copy, download or temporarily store extracts from the Website for your personal information when You access the Website and use the E-Banking Facility to operate the account. Any use of the Website otherwise than in accordance with the Terms is not permitted.

Nothing contained on the Website should be construed as granting any license or right of use of any trademark displayed on the Website without the express written consent of the Bank.

## TRADE MARKS

The Website contains numerous trademarks belonging to the Bank. These trademarks include, but not limited to, the Kuwait Finance House (Bahrain) B.S.C. name and the Bank logo. If You are in doubt as to whether an item is a trade mark of the Bank, please contact the Bank for clarification at the registered office address written consent of the Bank.

## INDEMNITY

You hereby agree to indemnify and to keep the Bank fully and effectively indemnified against any action, liability, cost, claim, loss, damage, proceeding or expense (including legal fees, costs and expenses on a full indemnity basis) suffered or incurred by the Bank arising from or which is directly or indirectly related to your access to and/or use of the Website and/or any other person or entity's use of the Website where such person or entity was able to access the Website using your log-in information.

## OTHER POLICIES

You agree t ve bound by such other policies as may be promulgated or amended from time to time, which will be published on the following website: www.kfth.bh.

## MISCELLANEOUS

No failure or delay on the part of the Bank to exercise any power, right or remedy under the Terms shall operate as waiver, nor shall any single or partial exercise by the Bank of any power, right or remedy preclude any other of further exercise thereof or the exercise of any other power, right or remedy.

If, at any time, any provision of the Terms is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining provisions shall not in any way be affected or impaired.

## GOVERNING LAW

The Terms and the Privacy Policy are governed and construed in accordance with the laws of the Kingdom of Bahrain to the extent they are not in contradiction with the principals of Islamic Sharia.

## TERMINATION

The Terms and your access to the Website may be terminated at any time by the Bank with or without cause and with or without notice. All restrictions, disclaimers and limitations of liability by the Bank will survive termination.

## REGISTERED DETAILS

The Bank is registered under the laws of the Kingdom of Bahrain with commercial registration number 48128 and with its head offices at PO Box 2066, Manama, kingdom of Bahrain.

## إخلاء المسؤولية

قام البنك بإتخاذ جميع الخطوات الطبيعية لضمان دقة واكتمال محتويات الموقع، إلا أن البنك (إلى الحد الأقصى المسموح به في القانون) لا يمتنع أي ضمان أو تعهد أو إقرار (صرح أو ضمنياً) بأن الموقع أو أي جزء منه (ويشمل ذلك دون تحديد كل أو أي جزء من المحتويات أو المواد الموجودة) كاملة أو دقيقة أو متاحة أو ملائمة سواء وفق أنظمة مملكة البحرين أو أي نظام تشريعي آخر.

لن يتحمل البنك أي مسؤولية (سواء كانت تعاقدية أو نصيرية أو قانونية أو غيرها) إلى الحد المسموح به ضمن القانون المطبق عن أي خسارة أو ضرر أو مصاريف أو كالت (بما فيها المصاريف القانونية) التي تكبدها الزبون أو أي طرف ثالث نتيجة استخدام الموقع أو الدخول فيه سواء كان الدخول أو الاستخدام مريحاً أو غير مريح وهذا يشمل دون تحديد، أي أخطاء أو حذف في محتويات الموقع أو عدم توافر الموقع، خت أو تم إخطار البنك باحتمال وقوع هذا الضرر. وتحدد أن يكون البنك مسؤولاً عن الخسائر الاقتصادية (بما فيها دون تحديد خسارة العائد أو البيانات أو البرامج أو العقود أو الفرص أو النشاط التجاري أو التوفير المتوقع) أو خسائر السمعة أو عن الخسارة أو الضرر اللاحق أو الذي يتعرض له الزبون يتخمله فيما يتعلق باستخدام الزبون للموقع.

إن الدخول إلى الموقع واستخدامه من مسؤولية المستخدم بالكامل، ولا يقدم البنك أي ضمان بأن استخدام الموقع أو أي مواد متصلة منه لن يسبب أي ضرر لأي ممتلكات أو أنه سوف يحدد أو يقلل من المخاطر الموجودة في الإنترنت بما في ذلك دون تحديد خسارة البيانات أو الإضافة بغرسوات الكمبيوتر، أو برامج التنسس أو البرامج الضارة. يتحمل الزبون كامل المسؤولية عن حماية و التخزين الاحتياطي للبيانات و/أو الأجهزة والقيام بإجراء الفحص المناسب عن الفيروسات في جهاز الكمبيوتر الخاص بالزبون. ولن يتحمل البنك أي مسؤولية فيما يتعلق بأي خسائر أو ضرر ناتج عن التغييرات التي تتم في محتويات الموقع بواسطة طرف ثالث غير مقوض.

إن توفير البنك لرابط لموقع آخر لا يمثل أي تفويض من قبل البنك للزبون للوصول إلى أي مواد موجودة على ذلك الموقع، ولا يمثل دليلاً على أي ترشيح من قبل البنك لذلك الموقع أو للمواد الموجود به. كما لا يتحمل البنك أي مسؤولية فيما يتعلق بدخول الزبون إلى ذلك الموقع أو استخدامه حيث إن هذا يقع خارج سيطرة البنك ولن يتحمل البنك أي مسؤولية أو التزام فيما يتعلق بأي مواد على أي موقع إلكتروني لا يقع ضمن سيطرة البنك.

### حماية وسلامة البيانات

يقر الزبون بحق البنك بمعالجة أياً من المعلومات الشخصية الخاصة بالزبون ألياً أو بأي طريقة أخرى. كما يوافق الزبون أيضاً على استخدام البنك لهذه المعلومات الشخصية من أجل تقديم أو تطوير الخدمات المصرفية الإلكترونية أو للرد على استفسارات الزبون. لن يكون البنك مسؤولاً عن أي خسائر أو نفقات أو أضرار يتكبدها الزبون جراء تقديم معلومات غير دقيقة أو غير صحيحة من قبل الزبون أو الشخص المخول.

لا يبتغي البنك كشف أي من المعلومات الشخصية الخاصة بالزبون إلا إلى وكلاء البنك أو جهات التأمين أو المتعاقدين من الباطن الذين يوافقون على الاحتفاظ بالسرية الكاملة لهذه المعلومات، أو لجهات المرجعية الائتمانية أو للموردين المعتمين إلى الحد الذي يحتاجون إليه من أجل تقديم خدماتهم للزبون ول الأغراض المذكورة أعلاه أو لمعالجة الديون أو منع التزوير أو لأي شخص يقوم البنك بتحويل أو نقل حقوقه أو/و التزاماته إليه أو في الحالات التي يطلبها القانون أو عند طلب ذلك من قبل الشرطة أه أي جهة إدارية أو تنظيمية.

على الرغم من اتخاذ البنك الحرص المعقول لضمان أمن الخدمات المصرفية الإلكترونية وسرية البيانات المخزنة والمستخدمة إلا أن البنك لا يستطيع ضمان خصوصية أو سرية أي من المعلومات المتعلقة بالزبون من المعلومات المصرفية الإلكترونية.

قد يقوم البنك بتخزين بعض المعلومات على القرص الصلب الخاص بالزبون (كوكيز) حيث أن هذه تساعد البنك على ضبط الخدمات حسب تفضيلات الزبون. يستطيع الزبون اختيار قبول أو حذف هذه الكوكيز ولكن حذفها قد يعنى أن الخدمات قد لا تعمل بصورة صحيحة.

من أجل المزيد من التفاصيل حول استخدام وحماية البيانات الشخصية وسياسة الخصوصية الرجاء الرجوع الى سياسة الخصوصية والموجودة على الموقع.

### كسر حماية الهاتف النقال

يضع البنك العملاء الكرام بعدم «كسر حماية الهاتف» أو «تجذير» الأجهزة التي يستخدمونها للوصول إلى قنوتانا الإلكترونية؛ إذ تعرض مثل تلك الممارسات حسابك لحفاظ أمنية وقد يؤدي ذلك إلى خروقات أمنية خطيرة. لن يتحمل البنك أي مسؤولية على الإطلاق تجاه أي حادث/حوادث أمنية قد تحدث بشكل مباشر أو غير مباشر نتيجة أو فيما يتعلق بممارسة نشاطي «كسر حماية الهاتف» أو «تجذيره».

### الموقع الجغرافي

إن المعلومات الموجودة على الموقع تم إعداها وفق قوانين البحرين، ومصممة من أجل مقبهي البحرين لتوفير المنتجات والخدمات في البحرين.

### معلومات الحخيص

البنك مريح كـمصرف قطاع تجزئة إسلامي من قبل وخاضع للأنظمة وقوانين مصرف البحرين المركزي. يستطيع الزبون معرفة تفاصيل ترخيص البنك على الموقع الإلكتروني www.cbb.govbh.

تهدف المعلومات المقدمة على الموقع إلى المعرفة والإطلاع فقط. أي عبارة تشير إلى المستقبل قد تختلف كثيراً عن النتائج الفعلية نتيجة للعديد من العوامل التي تشمل الأوضاع الاقتصادية العامة في مملكة البحرين وغيرها من البلدان التي يكون للبنك فيها نشاط تجاري مؤثر أو استثمارات كبيرة، وعليه يخشى البنك مسؤوليته (الصريحة أو الضمنية) عن أي إعلان أو ضمان بأن الموقع أو محتوياته دقيقة أو خالية من الخطأ أو تامة أو محدثة أو أن الخدمات المقدمة عبر الموقع مناسبة للزبون. لن يكون البنك مسؤولاً عن أي خسارة أو ضرر من أي نوع نتيجة استخدام أو الاعتماد على أي معلومات سواء مقدمة من قبل البنك أو طرف ثالث (ويشمل أي شيء متصل بالموقع) إلى أقصى حد يسمح به القانون المطبق.

لا يمكن اعتبار أي من محتويات الموقع كدعاية أو إعلان لأي منتجات أو خدمات أو استخدام أي منها إذا كانت غير مريحة بموجب القوانين والأنظمة السارية في موطن الزبون.

### العملة

جميع الأرقام والمبالغ المنبئية على الموقع (بما فيها دون تحديد التقارير المالية والرسوم وحدود مبالغ العمليات المسموح بها والأرباح) هي بالدينار البحريني (إلا إذا ذكر غير ذلك)، وهبى المطبقة حالياً وقت إنشاء الموقع، إلا انها قد تتغير من وقت لآخر إن تغير أسعار العملات من وقت لآخر قد يؤثر على الأرقام المبيئية في الموقع.

### حقوق الملكية

يملك البنك أو مريحض له جميع حقوق الملكية الفكرية الخاصة بالموقع وجميع الحقوق محفوظة.

يستطيع الزبون طباعة أو نسخ أو تنزيل أو التخزين المؤقت لأجزاء من الموقع لمعلوماته الشخصية عند الدخول إلى الموقع، واستخدام الخدمات المصرفية الإلكترونية للتعامل مع الحساب. أي استخدام لهذا الموقع بدون الالتزام بهذه الشروط غير مريح به.

لا يوجد في الموقع ما يعتبر ضماناً أو إذناً لترخيص باستخدام العلامات التجارية المعروضة على الموقع بدون موافقة البنك الكتابية.

### العلامات التجارية

يحتوي الموقع على عدد من العلامات التجارية المملوكة للبنك. هذه العلامات تشمل، دون تحديد، اسم وشعار بيت التمويل الكويتي (البحرين) ش.م.ب. (مفقلد)، إذا كان لدى الزبون شك في كون أي مادة في الموقع تمثل علامة تجارية للبنك أم لا، الرجاء الاتصال بالبنك للتوضيح على العنوان المسجل أدناه.

### الخصانة

يوافق الزبون على تعويض البنك عن أي إجراء أو مسؤولية أو مصاريف أو دعوى أو خسارة أو ضرر (بما في ذلك الرسوم والتكاليف والمصروفات القانونية على أساس التعويض الكامل) التي قد يتخملها البنك كنتيجة أو متعلقة (بصورة مباشرة أو غير مباشرة) باستخدام و/أو دخول الزبون إلى الموقع أو دخول/ استخدام أي شخص أو جهة أخرى للموقع إذا كان هذا الشخص أو الجهة دخل إلى الموقع أو استخدمه باستخدام معلومات الدخول الخاصة بالزبون.

### سياسات أخرى

يوافق الزبون على الالتزام بأي سياسات أخرى قد يضعها أو يعدلها للبنك من وقت لآخر ،والتب سوف يتم نشرها على الموقع الإلكتروني www.kfth.bh.

### متفرقات

إن أي إخفاق أو تأخير أو تراخي من قبل البنك في ممارسة أياً من حقوقه أو صلاحياته وفق الشروط لا يعد تنازلاً أو إلغاء لسائر الحقوق والصلاحيات.

إذا أصبحت أي من الشروط غير قانونية أو غير سارية أو غير قابلة للتطبيق، فإن ذلك لن يؤثر على صلاحية بقية الشروط التي ستظل قانونية وسارية وقابلة للتطبيق في أي حال من الأحوال.

لا يتق للزبون تحويل أو تفويض صلاحياته أو حقوقه أو مزاياه وفق الشروط لأي طرف، ويحق للبنك في أي وقت أن يقوض أو يحول حقوقه ومزاياه وفق الشروط.

### القانون الساري

توضف وتفسر شروط استخدام الموقع وسياسية الخصوصية بما لا يخالف أحكام الشريعة الإسلامية العامة.

### الإلغاء

قد يتم إلغاء الشروط وحق الدخول إلى الموقع من قبل البنك في أي وقت بسبب أو بدون سبب وبدون إخطار وسوف تظل جميع الحصانات والضمانات لحدود المسؤولية الخاصة بالبنك سارية بعد الإلغاء.

### بيانات التسجيل

البنك مسجل وفق قوانين مملكة البحرين، بسجل تجاري رقم ٤٨١٢٨ ومقره الرئيسي ص.ب. ٢٠٦٦، المنامة، مملكة البحرين.

# Annexure 4

## Data Privacy Notice

Kuwait Finance House Bahrain B.S.C. (c) (hereafter referred to as “we” or “our” or “us” or “KFHB” or “organisation” or “organization”) respects your right to data privacy. In this Notice “You” or “Your” refers to data subject (customers, employees, website visitors or contingent workers) whose personal data is processed by KFHB.

This privacy notice explains who we are, how we collect, share and use personal data about you, and how you can exercise your data privacy rights. The details on what personal data will be processed and which method will be used depend significantly on the services applied for or agreed upon.

### Definitions

- a) Consent:** Consent of the data subject means any freely given, specific, informed and unambiguous indication of the data subject’s wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of personal/ sensitive personal data relating to him or her.
- b) Data Controller/ Data Protection Officer (DC/ DPO)** - A person who, either alone or jointly with other persons, determine the purposes and means of processing any particular personal data; except that where the purposes and means of the processing of personal data are determined by law, the person entrusted with the processing obligation is deemed for the purposes of this Law to be the Data Controller.
- c) Data Subject:** The natural person, legal person or individual subject of data.
- d) Data Protection Guardian:** The independent/ external person/ entity licensed by the Authority who shall be responsible to implement the provision of the Law.
- e) Personal Data:** Any information relating to a data subject who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that data subject. This may also include photographs and/or video footage taken during events or for a specific purpose.
- f) Sensitive Personal Data:** Data that reveals your racial or ethnic origin, religious, political or philosophical beliefs or trade union membership; genetic data; biometric data for the purposes of unique identification; or data concerning your health.
- g) Processing:** Processing is any operation or set of operations which is performed on personal/ sensitive personal data or on sets of personal/ sensitive personal data, whether or not by automated means, such as collection, recording, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- h) Data Processor:** a person, other than an employee of the DC/ DPO or data processor, who processes personal/ sensitive personal data for the DC/ DPO's benefit and on the DC/ DPO's behalf.
- i) Third Party:** Any person other than:  
- Data subject;  
- DC/ DPO;  
- Data processor;  
- Data protection guardian; and  
- Any person, under the direct authority of the DC/ DPO or data processor, authorized to process data for the benefit of DC/ DPO or data processor.
- j) Contingent Workers:** Contingent workers means non-permanent workers including agents, consultants, independent contractors, sub-contractors, temporary workers, professional advisors, interns, trainees and those affiliated with third parties.
- k) Joint Controller:** Where two or more controllers jointly determine the purposes and means of processing, they shall be joint controllers.
- l) Group Company (Group):** includes a holding company, subsidiary, associate company (including a joint venture company) and a subsidiary of a holding company to which the company is also a subsidiary.
- m) Direct Marketing:** Communication, by whatever means, of any marketing material or advertisement which is directed to a person.
- n) Authority:** Personal data Protection Authority (to be) established by the Personal data Protection Law, Bahrain and the supervisory authority of the EU Global Data Protection Regulation (GDPR).

If you have any questions or concerns about our processing of your personal data, then please contact us at +973 77000093 or eahmed@kfh.com.bh.

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# Annexure 4

## Data Privacy Notice

### When do we collect your personal data?

#### Direct interactions

You may give us your identity, contact, resume or KYC related information by filling in forms or by corresponding with us by phone SMS, and email or otherwise. This includes sharing of personal data for the following purpose:

- Records of your interactions with us such as emails and other correspondence and your instructions to us;
- Providing your feedback;
- By filling in forms, for example to download white papers and/or gather insights on case studies;
- By sharing your personal data such as resume for recruitment purpose;
- By interacting with us on social media platforms such as Facebook, Instagram and LinkedIn etc.
- Ordering information regarding our products or services;
- Subscribing to our services, publications or newsletters;
- Request marketing material notifications to be sent to you;
- By sending us emails and text messages (SMS or WhatsApp or Chat Service);
- By adding posts, reviews and other comments to our website; and
- By liking or disliking our offers and promotions;

#### Automated technologies or interactions

**Log Files.** Log information is data about your use of the Service, such as IP (Internet Protocol) address, browser type, referring/exit pages, operating system, date/time stamps, and related data, which is stored in log files.

**Cookies.** A cookie is a small data file transferred to your computer (or other device) when it is used to access our service. Cookies may be used for many purposes, including to enable certain features of our service and remember your preferences, your equipment, browsing actions and patterns, to better understand how you interact with our service, to provide you advertising on and off the service, and to monitor usage by visitors and online traffic routing. You may be able to instruct your browser, by changing its options, to stop accepting cookies or to prompt you before accepting a cookie from the online services you visit. If you do not accept cookies, however, you may not be able to use all portions of our Service or all functionality of our Service.

Please see our cookie policy for further details.

#### Third parties or publicly available sources

We may receive aggregated personal data about you from various third parties, via public domains such as:

- Technical Data from the following parties:
  - Analytics providers such as Google, Facebook etc.;
  - Social media platforms such as Facebook, Twitter, Instagram, LinkedIn etc.
- Personal data gathered from publicly available directories/ registers are processed fairly, lawfully with adequate level of security and are not excessive in relation to the purpose for which they are collected.

### What personal data do we collect?

We may collect, store, and use the following categories of personal data about you:

#### Identity Data

- First name
- Last name
- Username
- System generated unique ID
- Date of Birth
- Gender
- CPR details
- Driving license
- Photographs

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# Annexure 4

## Data Privacy Notice

### Financial Data

- Bank account number
- Name as per bank account
- Copy of cancelled cheque

### Contact Data

- Email address
- Telephone numbers/ contact number
- Billing address
- Shipping/delivery address

### Transaction Data

Details about payments to and from you and other details of products and services you have purchased from us. These include:

- Any relevant billing and delivery addresses.

### Technical Data

- Internet protocol (IP) address; and
- We also track how often you visit and use our website. We do this via email and website cookies and similar tracking technology built into our website. Please see our cookie policy for further details.

### Profile Data

- Your interests, preferences, feedback and survey responses;
- Profile image; and
- About you (mentioned in resume including qualifications).

### Usage Data

- Information about how you use our website, products and services; and
- Information on what you view, click on access by way of our emails and text messages, website and mobile.

### Marketing and Communications data

We may ask you to leave a review or take a survey for providing you better services. We may also collect your personal data for responding to your queries and comments, social media posts and questions/ queries. If you would like to opt-out/ unsubscribe from marketing or promotional communications from KFHB, you can do so by reaching out to our Data Protection Officer at: eahmed@kfh.com.bh.

### Aggregated Data (sometimes referred to as pseudonymised data)

We also collect, use and share aggregated data (sometimes referred to as pseudonymized data) such as statistical or demographic data for any purpose. Aggregated data may be derived from your personal data but is not considered personal data in the applicable law (s) as this data does not directly or indirectly reveal your identity. For example, we may aggregate your usage data to calculate the percentage of users accessing a specific website feature. However, if we combine or connect aggregated data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this data privacy notice.

### Sensitive Personal Data or Special Category of Personal Data

We do not collect, store and use the following "special categories" of sensitive personal data regarding you such as:

- Information about your race or ethnicity, religious beliefs and sexual orientation;
- Information about your health, including any medical condition, health and sickness records, medical records and health professional information;
- Any criminal records information in relation to you, and
- Biometric information about you, for example fingerprints, retina scans.

Our intent is not to collect or process any sensitive personal data about you, unless required by applicable laws. However, in certain circumstances, we may need to collect, or request your special category of personal data for employment related purposes via Resume shared, for example, data regarding your hobbies and preferences, gender and disabilities for the purposes of equal opportunities monitoring, to comply with anti-discrimination laws and for government reporting obligations.

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# Annexure 4

## Data Privacy Notice

### How and why do we use your personal data?

We will only use your personal data when the law allows us to. We will use your personal data in the following circumstances:

- The processing is necessary for reasons of substantial public interest, or for official purposes or requested for or by the police or governmental authorities on a lawful basis;
- It is necessary for the establishment, exercise or defense of legal claims, for the purposes of carrying out the obligations and exercising our or your rights in the field of employment, social security and social protection law; or
- Based on your explicit consent;
- Where we need to perform the contract we have entered into with you;
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests;
- Where processing is necessary in order to protect the vital interests of the data subject or of another natural person.

### Legitimate Interest

- Means the interest of our business in conducting and managing our business to enable us to give you the best service/product and the best and most secure experience;
- We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests;
- We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by laws); and
- We may also use your personal data in the following situations, which are likely to be rare:
  - Where we need to protect your interests (or someone else's interests);
  - Where it is needed in the public interest or for official purposes.

### Purpose/ activity, type of data and lawful basis for processing

We have set out below, in a table format, a description of all the ways we plan to use your personal data, and which of the legal base(s) we rely on to do so. We have also identified what our legitimate interests are, where appropriate.

Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please contact us if you need details about the specific legal ground we are relying on to process your personal data where more than one ground has been set out in the table below.

However, we normally collect personal data from you only where we have your consent to do so, where we need the personal data to perform a contract with you, or where the processing is in the legitimate interests and not overridden by your data protection interests or fundamental rights and freedoms. In certain cases, we may also have legal obligations to collect personal data from you or may otherwise need the personal data to protect your vital interests or those of another data subject.

Some of the above grounds for processing will overlap and there may be several grounds which justify our use of your personal data.

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
To manage our relationship with you which will include: a) Notifying you about changes to our terms or privacy policy b) Asking you to leave a review or take a survey c) Responding to your queries and comments, social media posts and questions.	a) Identity b) Contact c) Profile	a) Performance of a contract with you b) Necessary to comply with a legal obligation c) Necessary for our legitimate interests (to keep our records updated and to study how customers use our products/services) d) Your consent
a) To administer and protect our business and this website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)	a) Identity b) Contact c) Technical	a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganization or group restructuring exercise) b) Necessary to comply with a legal obligation
a) To deliver relevant website content and advertisements to you and measure or understand the effectiveness of the advertising we serve to you	a) Identity b) Contact c) Profile d) Usage e) Technical	a) Necessary for our legitimate interests (to study how customers use our products/ services and to develop them) to improve our products and services towards our customers.

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Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
a) To use data analytics gathered from our website to improve our website, products/services, marketing, customer relationships and experiences	a) Technical b) Usage c) Aggregated Data	a) Necessary for our legitimate interests (to define types of customers for our products and services, to keep our website updated and relevant)
a) To make suggestions and recommendations to you about goods or services that may be of interest to you	a) Identity b) Contact c) Technical d) Usage e) Profile f) Aggregated Data	a) Necessary for our legitimate interests (to develop our products/ services)
a) To power our security measures and services in order to protect you and our business	a) Identity b) Technical c) Usage	a) Necessary for our legitimate interest so you can safely access our website and mobile applications.

If we ask you to provide any other personal data not described above, then the personal data we will ask you to provide, and the reasons why we ask you to provide the personal data, will be made clear to you at the point we collect your personal data.

However, we may also use your personal data for other purposes such as archiving purposes in the public interest, scientific or historical research purposes, or statistical purposes where they are permitted by applicable laws.

### Promotional offers from us

If you have explicitly consented to receive marketing information from us we may use your identity, contact, technical, usage and profile data to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which products, services and offers may be relevant for you.

You will receive marketing communications from us if you have requested information from us or purchased goods or services from us or if you provided us with your details when you entered in a competition or registered for an event/ promotion and, have not withdrawn your consent of receiving such information.

### Third-party marketing

We shall get your explicit consent for sharing your personal data for any marketing activities carried out by our third party service providers. In such case, we shall provide you with an option to withdraw your consent from receiving such marketing promotions from our third party service providers.

### Request to withdraw consent

At any point, if you wish to withdraw your consent to receive marketing/ promotional information from KFHB, you can write an email to our Data Protection Officer at eahmed@kfh.com.bh.

Kindly note that this does not apply to personal data provided to us as a result of a product/ service subscription/ purchase, product/ service experience or other transactions.

### Change of purpose

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose.

If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us using the contact details provided.

### Who do we share your personal data with?

On occasion we may have to share your personal data with the parties set out below for the purposes set out.

### Group Entities/ Subsidiaries

We shall share your personal information with our parent/ group company/ entities for reporting purposes, having similar arrangements, to be able to provide you with the same value for money and high quality experience for the services provided to you by us. It's also the only way we can provide you with the best benefits.

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# Annexure 4

## Data Privacy Notice

### External Third Parties

- Regulators and other authorities: acting as processors or joint controllers based in Bahrain who require reporting of processing activities in certain circumstances.
- With social media companies such as Facebook, Twitter, LinkedIn and others: who run promotions for us on their platforms;
- Any new business partners: we may have over time, for example, in the event of a joint venture, reorganization, business merger or sale that affects us.
- The police, local authorities, the courts and any other government authority: if they ask us to do so (but only if our doing so is lawful).
- Other people who make a 'data subject access request': where we are required to do so by law.
- We may also share the information we collect where we are legally obliged to do so, e.g. to comply with a court order.
- Any social media posts or comments you send to us: (on KFHB's Facebook page, for instance) will be shared under the terms of the relevant social media platform (e.g. Facebook, Twitter and LinkedIn) on which they are written, and could be made public. Other people, not us, control these platforms. We are not responsible for this kind of sharing. Before you make any remarks or observations about anything, you should review the terms and conditions and privacy policies of the social media platforms you use. That way, you will understand how they will use your information, what information relating to you they will place in the public domain, and how you can stop them from doing so if you are unhappy about it. It is worth remembering too that any blog, review or other posts or comments you make about us, our products and services on any of our blogs, reviews or user community services will be shared with all other members of that service and the public at large. You should take extra care to ensure that any comments you make on these services, and on social media in general are fit to be read by the public, and are not offensive, insulting or defamatory. Ultimately, you are responsible for ensuring that any comments you make comply with any relevant policy on acceptable use of those services.
- Third parties/ Data Processors: to whom we may choose to sell, transfer, or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy notice. We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third party service providers/ data processors to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions/ third party agreements.

### International Transfers

We may share your personal data within the Parent/ Group company on need to know basis with confidential obligation mentioned herein.

Some of our external third parties are based outside the Kingdom of Bahrain so their processing of your personal data will involve a transfer of data outside the Kingdom. Whenever we transfer your personal data out of the Kingdom, including cloud hosting, backup systems or data recovery sites, we ensure a similar degree of protection is afforded to it by ensuring at least one of the following safeguards is implemented:

- subject to prior approval from the Authority; or
- with your consent; or
- to countries that have been deemed to provide an adequate level of protection for personal data and are whitelisted by the Authority.

Please contact us if you want further information on how we transfer your personal data out of the Kingdom.

A list of third countries and international organizations to whom personal data may be shared can be made available by contacting our DC/ DPO at [eahmed@kfh.com.bh](mailto:eahmed@kfh.com.bh).

### How we protect your personal data?

We use appropriate technical and organizational measures to protect the personal data that we collect and process. The measures we use are designed to provide a level of security appropriate to the risk of processing your personal data.

A lot of the information we receive reaches us electronically, originating from your devices, and is then transmitted by your relevant telecoms network provider. Where it's within our control, we put measures in place to ensure this 'in flight' data is as secure as it possibly can be.

Sensitive data like, Passwords are protected for data in transit by data encryption. In addition to encryption, we have implemented robust network security controls to help protect data in transit. Network security solutions like firewalls and / or network access control to secure the networks used to transmit data against malware attacks or intrusions.

We use secure means to communicate with you where appropriate, such as 'https' and other security and encryption protocols.

### How long will we keep your personal data?

To make sure we meet our legal data protection and privacy obligations, we only hold on to your information for as long as we actually need it for the purposes we acquired it for in the first place. After that we will either delete it, mask it or anonymize it so that it cannot be linked back to you.

We retain personal data we process where we have legitimate interest, performance of the contract, vital interest of data subject or of another natural person, performance of a task carried out in the public interest or in the exercise of official authority vested or for the purposes of satisfying any legal, accounting, or other regulatory reporting requirements or with your consent.

By law we have to keep basic information about our customers (including contact and identity data) for 10 years after they cease being customers for legal purposes.

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# Annexure 4

## Data Privacy Notice

### Automated Decision Making

Automated decisions are decisions concerning you which are made automatically on the basis of a computer determination (using software algorithms), without human intervention. We do not use automated decision making.

### What are your data protection rights?

#### Your duty to inform us of changes

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes by keeping your details up to date on our website and by sharing your updated details with our DC/ DPO at eahmed@kfh.com.bh.

#### Your rights in connection with personal data

Under certain circumstances, by law you have the right to:

- Request access: To your personal data (commonly known as a "data subject access request"). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.
- Request rectification: Of the personal data that we hold about you. This enables you to have any incomplete or inaccurate information we hold about you corrected. We may need to verify the accuracy of any new data you provide to us.
- Request erasure: Of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have exercised your right to object to processing, where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.
- Object to processing: Of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which means we can continue to process your personal data.
- Request the restriction of processing: Of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios:
  - if you want us to establish the data's accuracy;
  - where our use of the data is unlawful but you do not want us to erase it;
  - where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or
  - You have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.
- Request for portability: Of your personal data to another party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.
- Right to withdraw consent at any time: Where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.
- Right to lodge a complaint with the Authority: In case you consider that the processing of your personal data infringes any of your rights or provisions related to the laws and regulations in scope.

#### Fees for excessive or unreasonable requests

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request for access is unfounded or excessive.

#### Time limit to respond

We try to respond to all legitimate requests within 15 business days. Occasionally, it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

#### What we may need from you

We may need to request specific information from you to help us confirm your identity and ensure your right to access the information (or to exercise any of your other rights). This is another appropriate security measure to ensure that personal data is not disclosed to any person who has no right to receive it.

We may also contact you to ask you for further information in relation to your request to speed up our response.

If you wish to exercise any of the rights set out above, please contact us at eahmed@kfh.com.bh.

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## Data Privacy Notice

### Indemnity and Limitation of Liability

You agree to defend, indemnify and hold harmless KFHB, its officers, directors and employees from and against any and all claims, liabilities, damages, losses or expenses, including settlement amounts and reasonable legal fees and costs, arising out of or in any way connected with your access to or use of this site.

Although KFHB shall make every attempt to keep the Website free from viruses, it cannot guarantee that it is virus/ malware free. For your own protection, you should take necessary steps to implement appropriate security measures and utilize a virus scanner before downloading any information from the website.

KFHB, its directors and employees, shall not be liable in any manner whatsoever for any direct, indirect, incidental, consequential, or punitive damage resulting from the use of, access of, or inability to use the information available on the Website or the services provided by us. KFHB, its directors and employees shall not be liable in any way for possible errors or omissions in the contents in the Website.

### Intellectual Property Rights

All information on this website is protected by copyright and other intellectual property rights. No images, text or other content from this website may be distributed or reproduced without the prior written approval from KFHB.

### Changes to this data privacy notice

We may update this data privacy notice from time to time in response to emerging legal, technical, contractual, regulatory or business developments. When we update our data privacy notice, we will take appropriate measures to inform you, consistent with the significance of the changes we make. We will obtain your consent to any privacy notice changes if and when this is required by applicable laws.

You can see when this privacy notice was last updated by checking the "last updated" date displayed at the top of this privacy notice.

If you have any questions about this privacy notice, please contact the DC/ DPO at eahmed@kfh.com.bh.

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