



بيت التمويل الكويتي  
Kuwait Finance House  
البحرين ب.س.ج. (م) (Bahrain B.S.C. (c))



## Jazeel Terms & Conditions

### Overview

This is a Jazeel (as defined below) mobile app

Throughout this Terms of Service, the terms “we”, “us” and “our” refer to Jazeel and the terms “you”, “your” or “Community Champions” is referred to the user of the Jazeel mobile app (‘Jazeel App’) or Jazeel Channels (defined below). Kuwait Finance House (Bahrain) B.S.C. (c) (‘KFHB’) offers the Jazeel App, including all information, tools and services available on the Jazeel App to you provided you accept all the terms and conditions mentioned herein. Please read all the terms and conditions carefully before you start to use the Jazeel App. If you do not agree to all the terms and conditions of this agreement, then you may not access the Jazeel App or avail the Services (as defined below).

By downloading or using the Jazeel App, you engage to avail our service (“Services”) and become a Member. Being a Member of Jazeel you agree to be bound by the following terms and conditions (“Terms of Services”, “Terms”) These Terms of Services apply to all users of the Jazeel App. Any new features or tools which are added to the current Jazeel App shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on the Jazeel App or KFHB’s website. We reserve the right to update, change or replace any part of these Terms of Services by posting updates and/or changes to our website. You will be informed of the changes to the terms & conditions. Your continued use of or access to the website following the posting of any changes constitutes acceptance of the Terms of Service including the changes to the Terms which has been done from time to time.

### 1. Terms

By agreeing to these Terms of Service, you represent that you are at least 15 years old in Bahrain, or that you are the age of majority in Bahrain and you have given us your consent to allow any of your minor dependents to use this site.

### 2. General Conditions

The terms and conditions must be read in conjunction with KFHB’s Banking Terms and Conditions which are available on Bank’s website and updated, as and when deemed appropriate. Access to this application & its services is conditional upon KFHB’s permission to the customers which can be revoked at any time. We reserve the right to refuse the Service to anyone for any reason at any time.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

### 3. Accuracy, Completeness and Timeliness of Information

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site.

For the purpose of these Terms of Service, “Jazeel Channels” means any platform used or which may be

used for accessing banking services, lifestyle related valued added offers, information and promotions as may be made available from time to time, carried out or availed by you through the Jazeel App, Jazeel Website or any other channel of communication.”

#### 4. Accuracy of Information

You agree to provide current, complete and accurate personal information pertaining to all account set ups, sign ups and database inclusions. You agree to promptly update your account and other information, including your email address and contact details.

#### 5. Sharing of Information

Without your prior consent, you agree and authorize KFHB to share your information with related parties and regulators.

#### 6. User Comments, Feedback and Other Submissions

If, at our request, you send certain specific feedback or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You can use the 'Contact Us' section of the Jazeel App to provide any feedback or register any complaints.

#### 7. Personal Information

Your submission of personal information through Jazeel Channels is governed by your Privacy Policy.

#### 8. Errors, Inaccuracies and Omissions

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product charges, times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information on any related brand website at any time without prior notice (including after you have submitted your information).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

## 9. Prohibited Uses

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the Service, Jazeel App or Jazeel Channels or its content:

- (a) for any unlawful or unauthorized purpose;
- (b) to solicit others to perform or participate in any unlawful acts;
- (c) to violate any international, federal or Bahrain regulations, rules, laws, or local ordinances;
- (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- (f) to submit false or misleading information;
- (g) to hack or upload or transmit worms, viruses, code alterations or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet;
- (h) to collect or track the personal information of others;
- (i) to reverse engineer, spam, phish, pharm, pretext, spider, crawl, or scrape;
- (j) for any obscene or immoral purpose; or
- (k) to interfere with or circumvent the security features of the Service or any related Jazeel Channels.
- (l) reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or reverse engineer the Service or the Jazeel App

The use of scraping, spidering, crawling or other technology or software used to access the Mobile App, Tools and Services without our express written consent and any other use of the Mobile App, Tools and Services except as expressly authorized herein, without the prior written permission of KFHB, is strictly prohibited and will automatically terminate your limited right and license granted herein. Such unauthorized use may also violate applicable laws including intellectual property laws and other applicable rules, regulations and/or statutes.

We reserve the right to terminate your use of the Service or any related Jazeel Channels for violating this Terms of Service.

10. KFHB is legally obligated to check your identity using a valid identification document within the framework of opening an account and to store specific information from the identification document. For this purpose, we offer you a convenient Video-Ident (video identification) procedure.

## Video-Ident procedures

The execution of video identification is performed by KFHB's representatives. In this case, identity is established by means of a web-based video identification procedure via an encrypted transmission path.

For this purpose, KFHB will request your personal data. A secure video connection will be established between the KFHB Server and your end device to enable the required direct visual contact. Thereupon, a KFHB representative will check your identifying characteristics provided by us, based on the identification document.

To prove the proper execution of the Video-Ident procedure, the employee must be able to access the camera of your end device and take photographs of you and the front and rear sides of your personal identification document or the principal page of your passport.

The conversation held between you and the KFHB representative will be recorded and stored for reference purposes. At the start of the video identification, the representative will ask for your express consent to the taking of the photographs and the recording of the conversation. The data will be retained as per the Bank's archiving policy in line with the legal and regulatory requirements.

During the video identity process, we must ensure the authenticity of the personal identity document or passport presented by you. Additionally, the representative must properly visually inspect the integrity of the identification document and the respective optical security features of the identification document. The representative will also ask you to read out the ID number on your identification document.

To conclude the Video-Ident procedure, you should provide your consent and confirmation to the accuracy of the data provided. The Bank reserves the right to decline your request without any prior notice.

## 11. Third Party Components and Services

The Jazeel Channels utilize third-party components within its platform to ensure the application and channel's intended use is optimized while delivering enhanced user experience. Third-party components are the intellectual properties of the respective suppliers and have been granted on a license basis to KFHB for the use within the Jazeel Channels. KFHB assumes no responsibility for, the content, privacy policies, or practices of any third-party components and/or services. It shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on the Jazeel App.

## 12. Disclaimer of Warranties; Limitation of Liability and Indemnity

We may not be able to guarantee, represent or warrant that your use of our Service will be uninterrupted, timely, secure or error-free.

You agree that from time to time we may remove the Service for indefinite periods of time or cancel the Service at any time, without any prior notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The Service and all the Offers delivered to you through the Service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall KFHB, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, lost opportunity, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the Service or any products or service procured using the Jazeel Channels, or failure of the any of our/Partners to honor the Offer, or for any other claim related in any way to your use of the Service, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Service or any content (or product) posted, transmitted, or otherwise made available via the Service, even if advised of their possibility. In case where the law does not allow the exclusion or the limitation of liability for consequential or incidental damages, in such jurisdictions, our liability shall be limited to the maximum extent permitted by law.

You hereby agree to indemnify and shall accordingly hold KFHB and its shareholders, directors, officers, employees and agents and affiliates (each an "Indemnified Person"), harmless and indemnified at all times hereafter, from and against any loss, liabilities, consequences, exposure, outgoings, claims, prejudice, damages, costs, taxes, duties, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees and legal costs (incurred whether in protection or defense) to which the Bank or any other Indemnified Person may be subjected on account of and/or by reason of a breach of the Terms of Service.

### 13. Severability

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

### 14. Termination

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our Jazeel Channels.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

## 15. Entire Agreement

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

## 16. Governing Law and Jurisdiction

All matters relating to the Jazeel Channels and these Terms of Service and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the Kingdom of Bahrain without giving effect to any choice or conflict of law provision or rule (whether of Kingdom of Bahrain or any other jurisdiction).

17. These terms and conditions are to be read along with the General terms and conditions of the bank. [Click here](#) to read the Bank's General Terms and Conditions.