

KFH-Bahrain WorldPay Visa Platinum Card

Terms & Conditions

Important Notice

Please read these Terms and Conditions carefully. By applying for the Card, you are agreeing to these Terms and Conditions and acknowledge that these Terms and Conditions will govern your use of the Card. You agree to sign (and, if appropriate, have authorised users sign) in the space provided for authorised signatures on the Card before the Card is used. Your signature on the Card and any use of the Card by you or your authorised user, is your agreement to comply with these Terms and Conditions.

I. Definitions

- "Agreement" means these Terms and Conditions under which the Bank provide services to the Cardholder (as may be amended, modified or supplemented from time to time) and duly accepted by the Cardholder;
- "ATM" means an Automated Teller Machine from which cash may be withdrawn;
- "Bank" means Kuwait Finance House B.S.C. (C);
- "Card" means the Bank's WorldPay card issued under this Agreement to the Cardholder (including renewal, replacement and additional Cards);
- "Cards" means the Card and any and all Supplementary Card;
- "Card Account" means the account maintained by the Bank for the Cardholder for use of the Cards and subject to these Terms and Conditions;
- "Cardholder" means an individual who is authorised to use the Card issued by the Bank under this Agreement in his or her name;
- "Cash Withdrawal" means any amount of money in Bahrain Dinars or any other currency (if relevant) withdrawn by the Cardholder or the Supplementary Cardholder by use of the Card or the Supplementary Card;
- "Card Transactions" means the purchase of goods or services or obtaining Cash Withdrawals by using the Card, the Card's number or the PIN or in any other manner authorised by the Cardholder;
- "Charges" means any fees or charges charged (of whatsoever nature) and any taxes or sums that result out of the usage of the Cards and which will be debited from the Card Account;
- "Merchant" means any firm, corporate entity, person, organisation or establishment supplying goods and/or services which accept the Card as a mode of payment;
- "PIN" means the Personal Identification Number issued to Cardholders and the Supplementary Cardholder to enable the Cardholder or the Supplementary Cardholder to use the Card;
- "Supplementary Card" means the Bank's WorldPay card issued under this Agreement to the Supplementary Cardholder (including renewal, replacement and additional Cards) at the request of the Cardholder;
- "Supplementary Cardholder" means a person nominated under Clause 2 and whose Transactions are chargeable to the Card Account;
- "Top-Up Channels" means any of the following:
 - The branch of the Bank
 - eBanking
 - Jazeel App (for Jazeel card holders) or customers
 - Web payment in www.kfh.bh
 - Credit Card Mobile App
- "you" and "your" refers to the person and/or persons to whom a Card is issued, and shall include any person to whom a Supplementary Card(s) is issued or persons otherwise authorised to use the Card or Supplementary Card.

2. Card Activation and Use of Card

- You must sign the back of the Card in ink promptly upon receipt of the Card and before using the Card.
- The Card must be activated before it can be used. In order to activate the Card, you should call 7777 7777 or use the KFHB Credit Card mobile application. Note that the Bank may request, and you agree to provide, identity verification information in order to activate the Card.
- You may only use the Card until the expiry date shown on the face of the Card.
- The Card may not be used for any illegal transactions or any transaction that contravenes with the Islamic Sharia such as gambling.
- The funds available on the Cards are limited to the funds that have been loaded and credited by you or have been loaded and credited on your behalf.
- The Cards are not gift cards or a saving account, and are not for resale.
- You are the only person authorised to use the Card.
- The Cardholder may request the Bank to issue a Supplementary Card to any person as long as they are eligible for a Card and if such request is accepted, the Cardholder shall procure that any person issued a Supplementary Card signs the Supplementary Card when received and before use.
- The Cardholder is responsible for all Card Transactions and Cash Withdrawals with the Supplementary Card by the Supplementary Cardholder or other person, even if they do something that makes the Cardholder in breach of this Agreement. You must ensure that the Supplementary Cardholder uses the Supplementary Card in accordance with this Agreement.
- Do not give your Cards, PIN or Card Account details to others or allow others to use the Cards because doing so will make you liable for all Card Transactions, Cash Withdrawals, charges and/or use of the Cards by others.
- The Cards are and will remain the Bank's property. However, you acknowledge and agree that you are personally liable and responsible for the possession, use and control of the Cards.
- The bank may issue another Card in the future as a replacement for your existing Card and the Bank reserves its right to amend this Agreement. We will notify you about any amendments to the Agreement in accordance with Clause 11.

3. Personal Identification Number (PIN) and Protecting Your PIN and Card

- A PIN will be assigned to you after activation of the Card and you agree to comply with the provisions of Clause 4.4 and Clause 6 in protecting any PIN associated with the Card.
- The Cardholder will need the PIN to access ATMs for Cash Withdrawals and to use at Merchants.
- You must:
 - Keep the Cards (including the Cards' details) safe and not allow anyone else to use them;
 - memorise the PIN assigned to you and other security information and keep them secret at all times;
 - never write the PIN on the cards or keep the PIN assigned to you with the Cards;
 - never write down or record the PIN or other security information without first disguising it and destroy the letter with your PIN straightaway;
 - not use the Card at any terminal that appears to be modified or suspicious; and
 - only reveal the Cards' number to make a transaction, to report the loss or theft of the Cards or if we allow you to do so.

4. Value Loading

- You may load funds to the Cards at any time via the Bank's Top-Up Channels.
- The maximum aggregate balance that should be loaded on the Cards at any time is BHD 5,000.

5. Lost or Stolen Cards and PINs

- The Cardholder or the Supplementary Cardholder shall immediately inform us by calling 7777 7777 if the Card or Supplementary Card is lost or stolen, or the PIN

becomes known to any other person, or if the Card or PIN are liable to misuse or have been misused. Report can also be submitted through KFHB Cards App.

- The Cardholder shall remain liable and is responsible for any losses that may occur as a result of the unauthorised use of the Card or Supplementary Card in the period prior to informing the Bank in the manner specified in Clause 6.1 above.
- The Cardholder and the Supplementary Cardholder shall provide all the available information regarding the lost or stolen card and the Bank, without further notification to the Cardholder, will provide such information to the Police.
- If the Card that has been reported as lost or stolen and is subsequently found, it must not be used and must be cut in half and returned to the Bank immediately.

6. Card Replacement or Renewal

- The Cardholder may request a replacement card by visiting a branch of the Bank or by using the Bank's mobile telephone App for Credit Cards called "KFHB Cards" available on the App store. The Bank may request and the Cardholder agrees to provide identity verification information in order to issue a new replacement Card. The new replacement Card will be issued for the balance remaining on the Card at the time it is reported lost or stolen subject to the terms set out in this Agreement.
- The Cards are valid until the expiration date printed on the face of the Card or Supplementary Card. You authorize the Bank to renew the Card and any Supplementary Card before the applicable expiry date and you understand that the applicable fees (if any) will be in accordance with the Bank's Fees & Charges and will be charged to your Card Account.
- The Bank reserves the right to refuse to renew the Card or any Supplementary Card associated with your Card Account without cause. You may notify the Bank in writing at least fifteen (15) days before renewal should you wish not to renew your Card or any Supplementary Card associated with your Card Account.

7. Statements

- We shall endeavour to send you an e-statement once a month for each billing period during which there is any activity or a balance outstanding on your Card Account.
- You agree that monthly statements provided to you are correct unless you notify us in writing of any alleged errors. If you do not notify us of any alleged errors within 15 days, the statement shall be correct, conclusive and binding on you.

8. Returns and Refunds

- The Bank will credit the Cards any refund subject to receiving a credit voucher from the Merchant. The Bank is not responsible for the delivery, quality, safety, legality or any other aspects of goods or services that are purchased using the Cards. All such disputes must be addressed and handled directly with the Merchant from whom those goods or services were provided.

9. Foreign Currencies

- If you make a Card Transaction or Cash Withdrawal in a foreign currency, the Bank shall convert that Card Transaction or Cash Withdrawal to Bahraini Dinars, and such conversion shall be on the basis of an implied delegation whereby you delegate the Bank to make such foreign exchange transactions on your behalf. The conversion shall take place on the date the Bank processes the Card Transaction or Cash Withdrawal (being the date the Bank receives and pays the relevant payment request), and the conversion rate applicable at the date of processing may not be the same conversion rate as at the transaction date.
- Unless a specific exchange rate is required by applicable law, you understand, agree and accept that the Bank will use exchange rates selected from customary industry sources. This exchange rate may be the same, greater than or less than the rate applied by institutions in the country in which the Card Transaction or Cash Withdrawal occurred.
- The Bank will not charge any commission on any Card Transaction or Cash Withdrawal made in any currency.

10. Variations

- The Bank may amend this Agreement at any time and will apply any new terms to your Card Account as of the effective date of the change, subject to provisions of applicable law. For example, we may make changes that are personal to you based on changes in your credit risk or general changes to take account of market conditions; changes in the cost of providing this service to you; changes or predicted changes in legal or other requirements affecting us; any system or product development.
- If we modify this Agreement, we will give you notice as required by law. We will tell you about any changes by advertising them in the press, putting messages in your monthly statement, sending you a separate written notice, or on our website. Most changes will happen at least 30 days after we tell you about them, providing you with ample notice to acknowledge and to abide by them.
- We may (1) introduce a new Charge or (2) increase a current Charge for any service provided under or in connection with your Card Account and you will be promptly informed before the changes take effect. The Bank will give the Cardholder the option of terminating this relationship and settling in full within 15 days of application of the change if the Cardholder does not accept the increased or new Charge. If the Cardholder does not terminate the relationship within the above period, the Cardholder will be deemed to have accepted such change.

11. Authorisations

- Certain Card Transactions may need to be authorized by the Bank before being accepted by a Merchant. We reserve the right to refuse to authorize any Card Transactions, or other transaction without cause or prior notice even if the Cards have funds credited and the Card Transactions will not result in a zero balance of your Card Account. We shall not be liable to you or anyone else for any loss or damage resulting from such refusal without cause or notice.
- We further reserve the right to refuse authorization for certain Card Transactions which may include, without limitation, transactions which would make the balance under the Cards in excess of the available balance of the Cards/ Card Account or transactions which are not Sharia compliant such as gambling, ATM usage at casinos, purchasing alcoholic beverages, weapons, ammunition and / or any other unlawful purchases.
- We may (1) introduce a new charge or (2) increase a current charge that is any service provided under or in connection with your Card Account and you will be promptly informed before the changes take effect. KFHB-Bahrain will give the Cardholder the option of terminating this relationship and settling in full within 15 days of application of the change if the Cardholder does not accept the increased or new Charge. If the Cardholder does not terminate the relationship within the above period, the Cardholder will be deemed to have accepted such change.

12. Termination / Suspension

- All Cards are the property of the Bank and must be returned to us on demand. Upon request, you and any Supplementary Cardholder must refrain from using the Cards and must promptly return them to us. If requested to return the Cards, or if the Bank believes the Cards are being misused we may put a stop on them, suspend your Card Account or ask others, including Merchants, to hold onto them for us.
- Either of us can terminate this Agreement by giving 15 days written notice to the other party. You must return all Cards to the Bank and cancel any instructions you have given to others to charge transactions to your Card Account. You must make all payments due under this Agreement and will continue to do so until all amounts you owe have been paid, including amounts added to your Card Account after the notice to end the Agreement. Termination will only be effective when the Bank receives all Cards associated with your Card Account and all outstanding sums in respect of your Card Account have been paid to our satisfaction.

- You may suspend or cancel a Supplementary Card by notifying the Bank in writing but you will remain liable for all Card Transactions charged to the Supplementary Card until suspension or cancellation.

13. Default

- You will be in default if you become subject to bankruptcy or insolvency proceedings, do not comply with this Agreement or if you supply false information to obtain or maintain your Credit Account.
- If you are in default, the Bank may, at its sole discretion, suspend your Card Account, cancel your Cards and revoke any privileges associated with the Cards. We shall also be entitled to claim any and all actual costs and expenses incurred by the Bank due to the default, including legal costs and expenses associated with enforcing our rights under this Agreement.
- In the event of default, you agree to destroy and/or return all Cards to us or our designee upon demand.

14. Indemnity

- You agree to indemnify and hold the Bank harmless against all claims, demands, actions or proceedings which may be made against us and in respect of any and all damages, liabilities, losses, costs and expenses (including legal costs on a full indemnity basis) which may be incurred, sustained, suffered by the Bank, directly or indirectly, due to the use or misuse of the Cards, negligence, misconduct or breach of this Agreement on your part and/or any other act, thing or matter arising out of or in connection with this Agreement.

15. Confidentiality

- The Bank may disclose information about the Cards or transactions made by the Cardholder or Supplementary Cardholder to the Bank's holding companies, affiliates and/or subsidiaries.
- The Bank may disclose information about the Cards or transactions made by the Cardholder or Supplementary Cardholder to other third parties:
 - where it is necessary for completing transactions;
 - in order to comply with government agency, court order, or other legal or administrative reporting requirements;
 - to the Bank employees, auditors, affiliates, service providers, or attorneys as needed; or
 - otherwise as necessary to fulfill the Bank's obligations under this Agreement.

16. Liability and Exclusion of Liability

- You are liable to the Bank for all Card Transactions on the Cards.
- Any Supplementary Cardholder shall be jointly and severally liable with you for all Card Transactions on the Supplementary Card.
- The Bank is not responsible or liable to the Cardholder for:
 - any interruption in using the Card;
 - the quality, safety, legality, or any other aspect of any goods or services purchased by the Card;
 - refusal of any Merchant to honour or accept the Card; and
 - any events outside of Bank's control or force majeure.

17. Notices and Communication

- Any notice to be given by either party under this Agreement shall be written, sent by post or delivered by hand to the other party (and deemed received upon receipt). The address for any such notice for the Bank will be P.O. Box 2066, Manama, Kingdom of Bahrain. The address for any such notice for the Cardholder will be the address given on the Card's application form. Either party may change address for communication by giving seven days' notice in writing to the other party.
- The language of this Agreement shall be in Arabic or English, communications and notices between the Bank and the Cardholder shall be in Arabic or English.

18. Governing Law

- This Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Bahrain insofar as it does not conflict with the principles of the Islamic Sharia. The courts of the Kingdom of Bahrain shall have exclusive jurisdiction to settle any dispute arising out of this Agreement.

19. Contact Us

- You can contact us for advice or with queries by calling us on +973 7777 7777, writing to us at the address below or visiting any of the Bank's branches. If your Card or a Supplementary Card, details of the Cards or PIN are lost or stolen, call us immediately on +973 7777 7777.
- If you have any question relating to your Card Account including any difficulty with your payments, call Customer Service 7777 7777, Fax +973 77006000 or write to us at:
 - Kuwait Finance House (Bahrain) B.S.C. (c)
 - Att: Card Department, P.O. Box 2066, Manama, Kingdom of BahrainIf we ask, you must write to us within seven days to confirm your call.
- If you would like to file a formal complaint regarding our products or services, please contact us:
 - Email: complaints@kfh.com.bh; or
 - Write to us at: The Complaints Officer, Kuwait Finance House-Bahrain, West Tower, Bahrain World Trade Center, PO Box 2066, Kingdom of Bahrain.

I hereby declare that I have understood the terms & conditions as presented to be by the Bank, and that I have obtained a copy, read and understood the Terms and Conditions of the Credit Card.

Applicant's Signature _____ Date _____