



## Mobile Banking Terms and Conditions

**TERMS AND CONDITIONS OF USE OF ASB FINANCE B.S.C. (C)'S  
MOBILE BANKING APPLICATION  
FOR RETAIL CUSTOMERS**

**ACKNOWLEDGEMENT AND ACCEPTANCE OF TERMS**

ASB Finance B.S.C. (C) (the "Bank") owns and maintains this application (the "App"). By using the App to access any of the Bank's Services (the "Services") 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 components of the App, including the Terms, are subject to change by the Bank and the Bank shall not be obliged to remove any outdated information from the App or to expressly mark it as being outdated. you agree that your continued access to, or use of, the App 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 and do not use this App.

**USE OF APP**

The App, 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 App 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 App 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 communications, through the App. Monitoring includes checks for, but not limited to, viruses and other malignant code or criminal activity.

**ONLINE ACCESS TO THE BANK'S E-BANKING FACILITY**

To access the App, you are required to register first and submit all required details. You are responsible for ensuring that the information provided to the Bank is kept confidential, accurate and fully up to date. The Bank reserves the right to suspend your access to the App in the event that the details provided by you become out of date in which event you should contact the Bank immediately to update your details.

Once you have registered, you will be able to give the Bank instructions and access information on your transactional accounts electronically using the App.

**BINDING TRANSACTIONS**

The Bank owns all information stored and transmitted through the App 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 App. The Bank may at its discretion include additional banking products or services in connection with the App or discontinue some of the banking products and services provided in connection with the App and restrict or terminate your use of the App.

**EXCLUSION OF LIABILITY**

Whilst the Bank has taken all reasonable steps to ensure the accuracy and completeness of the content of the App, to the fullest extent permitted under the applicable law, the Bank excludes any warranties, undertakings or representations (either express or implied) that the App or (including without limitation) all or any part of the content or materials, accuracy, availability or completeness of the content of the App 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, statute 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 App (whether authorized or not) which includes without limitation any errors or omissions contained in the App or if the App 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 App.

Access to the App is entirely at your own risk and the Bank does not warrant that the use of the App 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 responsibility 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 App by unauthorized third party.

## Personal DATA PROTECTION AND SECURITY

The primary aim of this App is to publish your transitional account data in an encrypted manner such that merchants and account aggregators gain access to the data. 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 its Services 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.



Please read our detailed data privacy notice using this link:

[www.kfh.bh/bahrain/en/personal/Privacy-Policy-.html](http://www.kfh.bh/bahrain/en/personal/Privacy-Policy-.html)



To exercise your rights as a data subject please use the forms found in this link:

[www.kfh.bh/bahrain/en/personal/Documents.html](http://www.kfh.bh/bahrain/en/personal/Documents.html)

## GEORAPHICAL AREA

The information on the application 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.

## COPYRIGHT

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

You may only print, copy, download or temporarily store extracts from the App for your personal information when you access the App to operate the account. Any use of the application otherwise than in accordance with the Terms is not permitted.

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

## TRADE MARKS

The App contains numerous trademarks belonging to the Bank. These trademarks include, but are not limited to, the ASB Finance B.S.C. (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 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 App and/or any other person or entity's use of the App where such person or entity was able to access the App using your log-in information.

## OTHER POLICIES

You agree to be bound by such other policies as may be promulgated or amended from time to time, which will be published on the following website: [www.kfh.bh](http://www.kfh.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 App may be terminated at any time by the Bank 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.

ASB Finance B.S.C. (C) (hereafter referred to as «we» or «our» or «us» or «ASB Finance B.S.C. (C)» or «organization» or «organization») respects your right to data privacy. In this Notice «You» or «Your» refers to data subject (customers, employees, website visitors, mobile applications users or contingent workers) whose personal data is processed by ASB Finance B.S.C. (C).

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.

