



# DIGITAL TERMS AND CONDITIONS

## 1. INTRODUCTION

- 1.1 These digital terms and conditions (“**Digital Terms and Conditions**”) relate to the use of the websites (“**Websites**”) and digital mobile application under the name “Sahel” (“**Application**”) that are made available by Bahrain Commercial Facilities Company B.S.C. (CR No. 13444-1) (“**Company**”), together with its subsidiaries and affiliates, Tas’heelat Real Estate Company W.L.L. (CR No. 48710-1), Altashilat Insurance Services Co. W.L.L. (CR No. 38237-1), National Motor Company W.L.L. (CR No. 19333-1), Tasheelat Car Leasing Company W.L.L. (CR No. 112604-1) and Tasheelat Automotive Company W.L.L. (CR No. 93067-1) (collectively, the “**Group**”) to access any of the Group’s services as may be amended from time to time (“**Services**”). The words “our”, “we” or “us” where they appear herein refer to the Company and the Group, unless the context indicates otherwise. The words “you” and “your” where they appear herein refer to you, the person applying for and/or using our Services via the Websites and/or Application and accepting the respective terms and conditions.
- 1.2 You are required to read these Digital Terms and Conditions carefully. If you do not understand or are unsure about any aspect of these Digital Terms and Conditions, please contact us using the following:
  - 1.2.1 By phone from the Kingdom of Bahrain on our toll-free number 80008000;
  - 1.2.2 By phone from outside of the Kingdom of Bahrain on +973 17787222; and/or
  - 1.2.3 By email to support@sahel.com.bh.
- 1.3 These Digital Terms and Conditions shall form the underlying contractual relationship between you and the Group relating to the use of the Websites and Application. The Group reserves the right to request you to read and accept such additional terms and conditions relating to specific actions in your use of the Websites and/or Application.
- 1.4 By accessing and/or using the Websites and/or Application and providing the required data for registration, you agree to be unequivocally and irrevocably bound by these Digital Terms and Conditions, as may be amended by the Group from time to time. If you do not wish to be bound by these Digital Terms and Conditions, you must abort the registration and cease use of the Websites and/or Application immediately.
- 1.5 You agree that any acceptance of these Digital Terms and Conditions or delivery of documents and electronic information through the Website and/or Application by clicking on the designated spaces/tick boxes in relation thereto shall be deemed to be “in writing” and to have been “signed” and delivered for all purposes by you. You further agree that such electronic signature is the legal equivalent of your manual signature pursuant to the provision of Kingdom of Bahrain’s Legislative Decree No. 54 of 2018 with respect to Electronic Communications and Transactions Law and its Implementation Regulations, as amended from time to time. You further agree that you shall not contest the legally binding nature, validity or enforceability of these Digital Terms and Conditions, any document or electronic confirmation on the basis that they have been executed by clicking on the designated spaces/tick boxes and expressly waive any and all rights you may have to assert such a claim.

## 2. SCOPE AND APPLICATION

- 2.1 The information on the Website and/or Application has been prepared in accordance with the laws of the Kingdom of Bahrain and is only directed at, or provided for, residents of the Kingdom of Bahrain and for the supply of products or services in the Kingdom of Bahrain.
- 2.2 These Digital Terms and Conditions apply to the Services provided by the Group in the current and/or future releases/versions of the Websites and Application.
- 2.3 You acknowledge that there are separate terms and conditions for the Services which are displayed on the Websites and/or Application. These Digital Terms and Conditions must accordingly be read in conjunction with the terms and conditions applicable for each Service. By requesting and accepting a Service through the Websites and/or Application, you agree to be bound by the terms and conditions of such Services as well as these Digital Terms and Conditions.



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- 2.4 Unless expressly indicated as such for any Service requested by you, nothing stated on the Websites and/or Application is to constitute an offer under any applicable legislation of any Service provided by the Group or an inducement, solicitation or invitation to enter into a legally binding contract in connection therewith. The Group's opinions or statements on the Websites and/or Application 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.

## 3. SERVICES AND ACCESSIBILITY

- 3.1 All of your Company loans and Imtiaz credit cards are accessible through the Websites and/or Application. You may also apply for such additional Services as may be made available by the Group on the Websites and/or Application from time to time.
- 3.2 We reserve the right to accept and/or reject any applications for Services based on our current policies and risk assessment and or in compliance with regulatory and/or statutory requirements. Not all products, features and Services may be available to you and when offered may vary in scope, limits and applicability.
- 3.3 We reserve the right to request any further documentation from you in our sole discretion, prior to allowing access to the Websites and/or Application.
- 3.4 We shall endeavor to keep the Websites and/or Applications accessible to you throughout the year, on a twenty-four-hour basis. Such availability shall be subject to scheduled or unscheduled system maintenance, as well as other events beyond our control, which may cause some or all of the Services provided to slow down or become unavailable from time to time.
- 3.5 By using the Website and/or Applications, you understand and accept that we may reject or be unable to process certain service requests for any reason.
- 3.6 We may modify the features, content and functionality of the Websites and/or Applications or terminate the same entirely at any time without prior notice, at our sole discretion.
- 3.7 While the Group endeavors to carry out any instructions received from you in good faith, it will not be held liable nor responsible for any delay and/or failure in carrying out the instructions, for any reason. This shall include, without limitation, the failure of an operational system or actions taken in compliance with any legal or regulatory requirement.

## 4. SUPPORTED OPERATING SYSTEMS

- 4.1 The Application currently works on iOS and Android operating systems. Please note that the supported operating systems are subject to change.
- 4.2 Features may vary depending on your device or the version of the Application that you are using. Using unsupported and outdated browsers or operating systems may prevent access to the Websites and/or Application.

## 5. ACCOUNT AND DEVICE SECURITY

- 5.1 You must secure the Website and/or Application account ("**Account**") with a PIN known only to you or using your biometric identification, as applicable. You should take all possible steps to ensure that your device(s), login credentials, personal and Account information, as well as any other sensitive information accessible through the Websites and/or Application, is not shared with any person or third party.
- 5.2 By choosing to enable biometric authentication, you are aware that anyone whose fingerprint or face identification ("**Face ID**") is stored on your mobile device or tablet can log into the Application and access your Account. Accordingly, you must not activate this feature if you allow others to access your mobile device or tablet using biometric identification, as otherwise, transactions made by anyone else



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who has their fingerprint or Face ID registered on the device will be treated as authorised by you. You agree to safeguard your device at all times and not leave it unattended.

5.3 In the event that incorrect passwords and/or incorrect biometric identifications are used consecutively, your Account may be locked temporarily. If this occurs, you can request assistance from us to reset your Account and/or password on the following:

5.3.1 By phone from the Kingdom of Bahrain on our toll-free number 80008000; and/or

5.3.2 By phone from outside of the Kingdom of Bahrain on +973 17787222.

5.4 We may automatically disconnect, without any notice, any session which stays inactive for a certain period as determined by us. If you attempt to login to Websites and/or Application while having another valid session running on another device, we may automatically disconnect the first session.

5.5 You should not install or use the Websites and/or Application on “jail-broken” or “rooted” mobile devices or tablets, which are less secure and could enable fraudsters to access your such devices and steal your information or money.

## 6. ASSUMPTION OF AUTHORITY

6.1 The Group shall record your transactions made through the Websites and/or Application. Such records will be regarded legally binding upon you as conclusive and material evidence of the authenticity and accuracy of such instructions having originated from you only and agree to waive any right to contest or dispute the validity thereof.

6.2 For the avoidance of doubt, you shall be deemed to have expressly authorised the Group to carry out all requests and transactions received from your device(s) and authenticated with your login password, fingerprint or registered Face ID. These requests and transactions which you shall be deemed to have expressly authorised may include, without limitation, the following:

6.2.1 Payments (installment payments, bill payments, premium payments and other fee payments);

6.2.2 Pre-paid top-ups;

6.2.3 Requests for one-time password (OTP) originating from your device(s); and/or

6.2.4 Push notifications, SMS and/or e-mail.

## 7. YOUR RESPONSIBILITIES

7.1 You will comply with all applicable laws, statutes, ordinances and regulations in the use of the Websites and/or Applications. This includes complying with any or all laws of the Kingdom of Bahrain as well as the laws of other jurisdictions which may be applicable from time to time.

7.2 You agree not to:

7.2.1 Upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment used by the Websites and/or Application;

7.2.2 Spam or flood the Websites and/or Application;

7.2.3 Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Websites and/or Application, or the software used in connection therewith;

7.2.4 Remove any copyright, trademark, or other proprietary rights or notices contained in the Websites and/or Applications;



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- 7.2.5 "Frame" or "mirror" any part of the Websites and/or Application without our prior written authorisation;
- 7.2.6 Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Websites and/or Application;
- 7.2.7 Otherwise interfere with or disrupt the servers or networks connected to the Websites and/or Applications, or violate these Digital Terms and Conditions or any requirements, procedures, policies or regulations of the Websites and/or Application or of any networks connected to the same;
- 7.2.8 Use the Websites and/or Application in a manner that would:
  - a. infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy;
  - b. be fraudulent or involve illegal or illicit activities;
  - c. violate any law, statute, ordinance, or regulation;
  - d. be false, misleading, or inaccurate;
  - e. create liability for the Group or the Group's service providers;
  - f. be defamatory, libelous, unlawfully threatening, or unlawfully harassing; and/or
  - g. gain access or attempt to gain access to any information, software or data on the Group or the Group service providers' servers or otherwise within their control which is encrypted, protected by security procedures or devices or otherwise not generally made available to the public;
- 7.3 You shall be responsible for ensuring that your records maintained by us from time to time are accurate and up to date. In the event of any changes to such information, you must promptly update your details using the Website and/or Application or via visiting any of our branches.

## **8. DATA PRIVACY**

- 8.1 The Group is committed to maintaining and protecting the confidentiality, integrity and security of your personal and sensitive information. Accordingly, the use of the Websites and/or Application is subject to the Group Privacy Guidelines. The Group Privacy Guidelines has been developed in line with the Kingdom of Bahrain's personal data protection laws and can be accessed on the Websites and/or Application.
- 8.2 By accepting these Digital Terms and Conditions, you expressly accept the Group Privacy Guidelines and authorise us to access your information, and also consent to the processing and storing of your personal data and sharing of information regarding your Account with any service provider or third party, as may be legitimately required to provide the Services via the Websites and/or Applications.

## **9. COOKIES**

The Website and/or Application may use cookies to enhance your user experience and allow some functionalities to work. Any data collected by the Website and before you uninstall the Application will be retained in accordance with applicable laws and regulations.



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## 10. INFORMATION SUBMISSION

Information submitted by you on or through the Website and/or Application, if any, shall be deemed to become the property of the Group and the Group shall be free to use this information in any way it considers appropriate. The Group shall not be under any obligations of confidentiality regarding any such information that is submitted on or through the Website and/or Application, except unless agreed between the entity within the Group having the direct customer relationship and the provider of the information in writing or as otherwise specifically agreed or required by law.

## 11. OPEN BANKING

11.1 You may choose to view/retrieve certain account details held with other banks and financial institutions that are supported within the Website and/or Application. To provide these Services, we will need to request certain data from such institutions and will therefore require your consent.

11.2 Subject to the applicable laws, this account information may include balances, transactions and account identifiers, as well as any other information that may be required to obtain the Services. Once your consent has been given, we will grant a third-party provider access to the required information to aggregate your accounts.

## 12. WATHIQ PLATFORM

12.1 You understand that the Group may utilise “Wathiq”, an electronic know-your-customer (“eKYC”) platform developed by The BENEFIT Company (“BENEFIT”), to digitally authenticate, receive and verify your identity and information from the Information and eGovernment Authority (IGA) and other Central Bank of Bahrain licensees. For more details about Wathiq platform and BENEFIT, please read the Wathiq Consent Form carefully and refer to BENEFIT’s privacy policy available on its website.

12.2 The relevant members of the Group may retain data collected via Wathiq such as personal and identification information, bank account information, employment details, residency information, contact information and other information required by the Central Bank of Bahrain for ten (10) years.

12.3 By applying for the Services requiring the use of Wathiq, you confirm that you have read the above and fully understood the purposes for which BENEFIT retains your information, and you accordingly provide your consent to BENEFIT to collect, retain, process, update, disclose and transfer this information to the relevant members of the Group for eKYC purposes.

## 13. INTELLECTUAL PROPERTY

13.1 All trademarks, brand marks, trade names and other intellectual property rights shown on the Website and/or Application or any related sites thereof, are protected by the applicable laws. We grant you a non-exclusive, non-transferable, terminable, temporary, personal license to use the Website and/or Application only for personal use and for the purpose of accessing the Services in accordance with the applicable terms and conditions.

13.2 You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Websites, Applications, Services or related content, except as expressly permitted by us.

13.3 No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by us or our licensors, except for the licenses and rights expressly granted by us.

13.4 If any images or trademarks of third parties are denoted or displayed, these are owned by the respective parties, companies or their representatives.



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### 14. USE OF THIRD PARTIES

- 14.1 We may appoint or engage third party agents or service providers to provide some of or all of the Services. Other than in relation to an institution selected by you, we shall use reasonable care in any such selection.
- 14.2 In any event, the Group shall not be liable for any loss (including loss of profit), damage, delay or failure to perform occasioned by the acts or omissions of any such third party or agent whether selected by us or you. We will not be responsible for the negligence, act or failure to act of any third party and will not be involved in any dispute between you and any third-party service provider whether appointed by us or not.

### 15. ADVERTISEMENTS AND PROMOTIONAL MESSAGES

- 15.1 The Group may include advertisements on its own behalf or paid advertisements on behalf of interested companies and/or individuals on the Website and/or Application. By clicking on the advertisements, you may be routed to a website of the advertiser or receive other messages, information or offers from the advertiser. You acknowledge and agree that we are not liable for the privacy practices of advertisers or the content of their websites, information, messages or offers. You are wholly liable for all communications with advertisers and for all transactions subsequently executed.
- 15.2 By using the Website and/or Application, you hereby authorise the Group and its representatives to send you promotional messages. These promotional messages may include information on Group products or services or any other messages as the Group may consider from time to time. You may unsubscribe from receiving direct marketing messages by following the procedures stipulated in the Group Privacy Guideline and may re-subscribe again at any time at your own discretion.

### 16. CHANGES TO THESE DIGITAL TERMS AND CONDITIONS

- 16.1 These Digital Terms and Conditions may need to be updated, revised and/or replaced from time to time for any reason or to comply with new legal, regulatory and/or operational requirements, with the last update being on the date set out hereunder.
- 16.2 Whenever an update is enacted, it shall be posted on our Website and/or Application, with any significant updates notified to you via alternative means if deemed necessary. We may prompt you to accept the updated Terms and Conditions, if and when required.
- 16.3 If you continue to use the Website and/or Application after being notified of the changes or if we do not hear from you, we shall consider that the changes are acceptable to you.
- 16.4 If the modified terms are not acceptable to you, your only recourse is to cease using the Website and/or Application.

### 17. NO WARRANTY

- 17.1 While every care has been taken by the Group in preparing the information and materials contained on the Website and/or Application, such information and materials are provided to you by us "as is", "as available" basis without warranty of any kind either express or implied. No warranty of any kind, implied, express or statutory including but not limited to, adequacy or completeness of information, the warranties of non-infringement of third-party rights, title, merchantability, fitness for a particular purpose is given by us in relation to the information and materials contained in the Websites and/or Application.
- 17.2 Access to the Website and/or Application is entirely at your own risk and the Group does not warrant that the use of the same or any material downloaded therefore will not cause damage to any property, or otherwise minimise or eliminate the inherent risks of the internet, including but not limited to, loss of data, computer virus infection, spyware, malicious software, Trojans, worms or logic bombs.



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- 17.3 You shall be fully and solely responsible for the adequate protection and back up of data and/ or devices and to undertake reasonable and appropriate precautions to scan for computer viruses or other destructive properties.

### **18. INDEMNITY AND LIMITATION OF LIABILITY**

- 18.1 By accepting these Digital Terms and Conditions, you hereby agree to indemnify and hold harmless the Group, its officers, employees, agents and representatives against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses which they may at any time incur, sustain, suffer or be put to as a consequence of or arising out of or in connection with the use of the Website and/or Application. This shall include, without limitation:

18.1.1 All transactions, including those that are unauthorised, erroneous, wrong, incorrect, mistaken and/or false;

18.1.2 Any form of misrepresentation by you, including but not limited to, false, fraudulent or outdated information of any kind;

18.1.3 Any erroneous or fraudulent activity occurring on a jail broken or rooted device (i.e., in which the official operating system was modified or removed);

18.1.4 The provision of any information, instruction, or triggers relating to the Application to any third party;

18.1.5 Any infringements of the Group's copyright and intellectual property;

18.1.6 Any illegal or damaging activities, including without limitation, attempting to disrupt or gain unauthorised access to any part of the Website and/or Application, and introducing and/or transmitting malicious or technologically harmful material such as computer viruses, spyware, malicious software, Trojans, worms or logic bombs; and/or

18.1.7 Any changes made to the content of the Website and/or Application by unauthorised third parties.

- 18.2 In no event will the Group be liable for any damages, including without limitation, direct or indirect, special, incidental or consequential damages, losses or expenses arising in connection with the Website and/or Application, use thereof or inability to use by any party, or in connection with any failure of performance, omission, interruption, defect, delay in operation or transmission, computer virus, line or system failure, even if the Group or any of its representatives thereof, are advised of the possibility of such damages, losses or expenses.

### **19. EXTERNAL LINKS**

- 19.1 The Website and/or Application may contain links to third party websites or resources.

- 19.2 The content, accuracy, opinions expressed and other links provided by these resources are not investigated, verified, monitored or endorsed by the Group. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the content, products, or service on or available from such websites or resources.

### **20. TERMINATION**

These Terms and Conditions shall be continuing and shall not be affected by any limitations of actions or time except by operation of law and shall remain binding and valid throughout the period that you remain registered with the Group for using the Website and/or Application.



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### 21. NO WAIVER

The Group's failure or delay in exercising any right or remedy pursuant to these Digital Terms and Conditions shall not constitute a waiver of any such right or remedy.

### 22. REPORTING FRAUD OR OTHER UNAUTHORISED ACTIVITIES

22.1 You must immediately contact the Group on the 24/7 customer line from the Kingdom of Bahrain on the toll-free number 80008000 and from outside the Kingdom of Bahrain on +973 17787222 in the following cases to enable us to take the necessary actions:

22.1.1 Suspected fraudulent activity;

22.1.2 loss or theft of your device; and/or

22.1.3 If you suspect that the security features have been compromised or an attempt has been made to misuse or unauthorised use of your Account.

22.2 We may block your Account and/or associated cards (if any) to prevent further misuse.

22.3 If you fail to notify us promptly, you may be liable for all or a portion of the losses associated with the unauthorised use of your Account and associated cards, whether that use was through the Website and/or Application.

### 23. COMPLAINTS

23.1 If we do not deliver the standard of service you expect, or if you think we have made an error in processing any transaction on the Website and/or Application, please contact us using the following methods to ensure that we address your concerns as quickly as possible:

23.1.1 By phone from the Kingdom of Bahrain on our toll-free number 80008000;

23.1.2 By phone from outside of the Kingdom of Bahrain on +973 17787222;

23.1.3 By filling out the electronic form available on the Website;

23.1.4 By referring to the Branch Manager in the relevant branch (if applicable); and

23.1.5 Share the details through email address: [clientexperience@bahraincredit.com.bh](mailto:clientexperience@bahraincredit.com.bh).

23.2 If we are not able to address your concerns and you would like more information about our process for resolving complaints, please contact us by phone on +973 17899310 or via email on [clientexperience@bahraincredit.com.bh](mailto:clientexperience@bahraincredit.com.bh).

23.3 For the Group entities licensed by the Central Bank of Bahrain, should the response not meet your expectation, you may escalate the matter to the Consumer Protection Unit at the Central Bank of Bahrain by filling the online Complaint Form available from their website or through the following details:

#### **Consumer Protection Unit**

Central Bank of Bahrain

Diplomatic Area, Building 96, Road 1702, Block 317

Telephone: +973 17547789

Fax: +973 1753 0399

E-mail: [complaint@cbb.gov.bh](mailto:complaint@cbb.gov.bh)





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## 24. GOVERNING LAW AND JURISDICTION

The construction, validity and performance of these Digital Terms and Conditions shall be governed by and construed in accordance with the laws of the Kingdom of Bahrain and you agree to submit to the exclusive jurisdiction of the competent courts of the Kingdom of Bahrain.

**Last updated on: 8 December 2023**