

# TERMS & CONDITIONS (AFS WPS Payroll Card)

“AFS WPS Payroll Card” is a prepaid payroll card, integrated with AFS’s Wage Protection Scheme solution. Employee salaries can be paid directly to the prepaid payroll card.

This document contains the standard terms and conditions of Arab Financial Services Co. B.S.C (c) (“AFS”) which expression shall include the successors and permitted assigns of AFS. These terms and conditions apply to the use of AFS branded WPS Payroll Card (“Card”). Use of the Card indicates acceptance on your part of all specified terms and conditions.

## 1. Terms & Conditions (“T&C”)

By accepting and using your Card, you agree to be bound by these T&C. In this T&C:

- **"Card"** means all WPS Payroll Cards issued by Arab Financial Services Company Co. B.S.C (c), which maintains your account.
- **"You", "Your" or “Cardholder”** means the customer and program participant to whom AFS issues the Card.
- **"We", "Us", or "Our"** means Arab Financial Services Co. B.S.C (c) ("AFS").
- **“Sponsoring Company”** means your employer who will undertake transferring your salary to your Card account.

## 2. Use of the Card

- 2.1. Any Card supplied by AFS should only be used by the designated cardholder whose name appears on the face of the Card.
- 2.2. The Card is and shall always remain the property of AFS. Its use may be suspended either temporarily or permanently by AFS. Upon request, it must be returned to AFS.
- 2.3. The currency of Wallet Account shall be Bahraini Dinar (BHD).
- 2.4. The Cardholder and the Sponsoring Company are jointly and severally liable for all charges incurred on the Card.
- 2.5. The Cardholder must sign the Card immediately upon receipt and must keep it secure at all time.
- 2.6. Your salary will be transferred by the Sponsoring Company.
- 2.7. This Card is a prepaid card and hence there is no credit limit available on this Card.
- 2.8. Any transaction on the Card will be intimated to the Cardholder through SMS on his/her registered mobile number. AFS will not be responsible for any risk arising from change in the mobile number – new mobile will not receive any SMS alert, unless it is registered with AFS.
- 2.9. Cardholder may be charged for cash withdrawals on ATMs at the prevailing fee charged by the ATM operating banks.
- 2.10. If the Card is lost or stolen, the Cardholder must immediately notify AFS by telephone, on 00973-17299099. If the Cardholder fails to notify AFS promptly,

AFS shall not be responsible for any debits incurred on the Card. The Cardholder will also be liable for all charges incurred on the Card after loss or theft.

2.11. The Card and Personal Identification Number (PIN) are provided for your personal use and protection, and you will:

- a) not disclose the PIN nor record it on the Card or otherwise make it available to anyone else;
- b) use the Card, the PIN and any ATM and any payment terminal as instructed;
- c) promptly notify us of any loss or theft of the Card or PIN.

3. Failure to Complete Transactions

3.1. AFS accepts no liability to complete funding that has not been supplied by you or your Sponsoring Company according to the rules of the program.

3.2. Likewise, AFS accepts no responsibility for funding delays that are the result of late receipt of funding payments by you or your Sponsoring Company.

3.3. AFS is not responsible if you do not have enough money in your account to complete a particular transaction.

4. Disputes

You agree to settle all disputes about purchases you make using the Card with the merchant who accepted the Card. AFS shall not be liable whatsoever to the Cardholder or any merchant as a result of any disputes which may arise in relation to your purchases.

5. Foreign Transactions

Foreign currency transactions will be converted to the Card's billing currency under the current card scheme applicable rules. The value of all transactions made via Card will be charged to the currency of the Card. Transactions that are effected in currencies other than the currency of Card will be debited to the Card after conversion into Card's currency at a rate of exchange to be determined by AFS from time to time. All transactions that are conducted or contracted in currencies other than US Dollar will first be settled in US Dollar and then converted to and settled in the currency of Card. All non-BHD transactions whether made at point of sale, online or on ecommerce gateway, shall be subject to levy of forex mark-up on the exchange rate as notified by AFS through its BPay application or website. The current forex mark-up is 3.5%, which is subject to change.

6. Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with a Card, you agree to accept credits to your account in place of cash.

7. Amendments to the T&C

- The Cardholder acknowledges that AFS may at any time change, vary or repeal these T&C and replace it with new T&C, and the Cardholder agrees to abide by such changes upon receiving the notification of such changes to the T&C in accordance with 7 (b and c) below.

- The Cardholder hereby acknowledges that he/she shall be notified of such changes in relation to the T&C via SMS and an updated copy of the T&C will be made available to your Sponsoring Company contact person by email, and the aforesaid method of notification shall be deemed as sufficient notice of the amendments.
- The Cardholder hereby acknowledges that the notice will be deemed received upon the publication of the notice by AFS via SMS. You will be bound by such updated or replaced T&C from the date you are notified.

## 8. Regulatory Authority

Your rights in connection with electronic funds transfers are governed by the laws of Bahrain and the rules of Central Bank of Bahrain (“CBB”).

## 9. Your Data

- 9.1. AFS may be required to share your personal data including salary or Card account information with various government agencies including CBB, Labour Market Regulatory Authority (“LMRA”) by whatever name it may be called now or in future, with payment associations, either local or international such as Benefit, MasterCard, VISA, etc. and/or with any international tax regulatory authorities. As part of the acceptance of this T&C, your consent to sharing your personal data is deemed given hereof and you waive all your rights to take any action against AFS.
- 9.2. AFS may request from the Cardholder to provide up-to-date identification documents when necessary.
- 9.3. You consent, on Your own behalf and on behalf of any third-party individuals (e.g. beneficial owners, cardholders that You use, etc.) to the collection, use, processing and disclosure of any Personal Data.
- 9.4. "Personal Data" is information:
  - a) that identifies or can be used to identify You;
  - b) that relates to, describes, is reasonably capable of being associated with; or
  - c) could reasonably be linked (directly or indirectly) with You;
  - d) that can be used to authenticate You or provide access to an account.
- 9.5. AFS will use your Personal Data where we have your consent as provided hereunder or when we have another lawful reason such including but not limited to:
  - a) need to process the data to enter into or carry out an agreement we have with You;
  - b) need to pursue our own legitimate interests;
  - c) need to process the data to comply with a legal obligation (e.g. compliance with our regulatory obligations under any applicable regimes including

- without limitation sanctions due diligence checks, or to comply with tax regulations that require us to report the tax status of our customers);
- d) need to establish, exercise or defend our legal rights or those of our affiliated companies or a third party employed by us;
  - e) When we believe the use of your data as described is in the public interest.
- 9.6. Where you provide any Personal Data relating to third party individuals to AFS, you represent and warrant that you have:
- a) informed such third-party individuals that Personal Data relating to them has been or will be disclosed to AFS;
  - b) informed such third-party individuals that such Personal Data will be collected, used, processed and/or disclosed by AFS in the manner and for the purposes as described in these terms and
  - c) obtained the consent of such third-party individuals for the foregoing.
- 9.7. Upon reasonable request from AFS, you agree to provide AFS with a copy of document(s) containing such consent or which evidences that the relevant third-party individual has given such consent. You agree to indemnify and keep indemnified AFS, its affiliates, directors, officers, employees and/or agents from and against any and all fines, penalties, liabilities, obligations, losses, damages, suits and expenses which may be incurred by or asserted against us as a result of breach of this warranty, other than those resulting from the negligence, willful default or fraud on the part of AFS or that of its affiliates, directors, officers, employees and/or agents.
- 9.8. You acknowledge that AFS may store client data in servers outside its domicile for operational reasons.
- 9.9. To confirm your identity, we may make searches at credit reference agencies, including electoral register information. If you ask, we will tell you which agencies we have used so you can get a copy of your details from them. You confirm that we may act in this way and that you have consented to us to so act from any joint applicant who is not present, and you will share with them the details of what you have agreed to on their behalf.
- 9.10. We wish to emphasize that AFS does not sell personal data to any third parties and we shall remain fully compliant of any duty or obligation of confidentiality imposed on us under the applicable agreement(s) and/or terms and conditions that govern our relationship with you or our customer or any applicable law.
- 9.11. The terms and conditions for the processing of personal data are defined in a separate "Privacy Notice". This Privacy Notice, and all changes thereto, are posted on the corporate website of AFS (<https://www.afs.com.bh>). You agree to the terms of this Privacy Notice and the consents stated therein and shall ensure that all individuals in respect of whom you have disclosed personal data to us receive a copy of such Privacy Notice and acknowledge the terms thereof. If you wish to have a copy of the Privacy Notice sent to you, please contact us and we shall do so.

9.12. You hereby freely, irrevocably and unconditionally consent and authorize AFS to obtain, access, hold, print, maintain and disclose, from time to time, as and when required, to any third party (including any entity which may assist AFS in providing card processing or cash withdrawal services (the “Services”)) any and all of your financial, economic, legal, credit, sensitive, personal or private information (including your name, email address/phone number, address, etc.) or any other similar or related information whether obtained from you or any other means or channels including but not limited to the Ministry of Industry and Commerce’s database, Bahrain Credit Reference Bureau’s system for the purposes of providing the Services.

10. Other Terms

- 10.1. Your Card and your obligations under this T&C may not be assigned. AFS may transfer their rights under this T&C.
- 10.2. Use of your Card is subject to all applicable rules and customs of any clearing-house or other association involved in transactions.
- 10.3. AFS does not give up its rights by delaying or failing to exercise them at any time.
- 10.4. If any term of this T&C is found by a court to be illegal or not enforceable, all other terms will still be in effect.

11. Legal Jurisdiction

- 11.1. These T&C shall be subject to the laws of Bahrain.
- 11.2. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of Bahrain.

I accept the T&C contained in this document. I acknowledge the receipt of PIN and the Card issued in my name. By accepting (including by electronic means) these T&Cs or by using the Card, I acknowledge that I am bound by T&Cs legally and the obligations hereunder are enforceable against me in accordance with the applicable laws of Bahrain.