

## Terms & Conditions

These terms and conditions (“Terms and Conditions”) govern the issuance and use of BFC Pay Travel Buddy Card and Travel Buddy+ Card

### 1. Definitions and interpretations

#### a) Definitions

Unless otherwise mentioned:

- a) **“Account”** means a customer account created and maintained in the records of BFCP to reflect Card Transactions and any Service Charges that may be applied.
- b) **“Add Money”** means adding funds into BHD wallet of Travel Buddy Program
- c) **“ATM”** means an automatic teller machine, a device that enables cash withdrawals and other financial transactions to be executed electronically.
- d) **“BFCP”** means BFC Payments B.S.C. (C), a closed joint stock company incorporated in the Kingdom of Bahrain under commercial registration number CR 121852 and licensed by the Central Bank of Bahrain as an Ancillary Service Provider; and having its registered address at Flat No. 303, Building 150, Road 1507, Block 315, P.O. Box 243, Manama, Kingdom of Bahrain.
- e) **“BFC Pay Travel Buddy Card”** or **“Travel Buddy Card”** means the prepaid multicurrency reloadable Card which is issued by BFCP.
- f) **“Business Day”** means the day on which BFCP is open for normal operation and providing its services.
- g) **“Card Charges”** means any charges payable by a Cardholder in respect of a Card as notified by BFCP from time to time including but not limited to the amount incurred by the Cardholder on all Card Transactions, service charges, issuance, annual subscription, renewal, and replacement fees as set out in the Service Charges Schedule below.
- h) **“Card Transaction”** or **“Transaction”** means any transaction, which is done by the Cardholder through the use of the Card in accordance with these Terms and Conditions including any debit or credit transaction reflected in the Account by use of the Card or loading it.
- i) **“Cardholder”** means the individual to whom the Card is issued by BFCP.
- j) **“Cash Deposit Machine”** means a Cash Dispensing Machine, a device that enables cash withdrawals and other financial transactions to be executed electronically.
- k) **“Chargeback”** means the reversal of a Card Transaction which is disputed by the Cardholder.
- l) **“Merchant Establishment”** means any establishment (including stores, shops, restaurants, hotels, airlines, cash advance points, and ATMs/CDMs etc.) wherever located in non-sanctioned jurisdictions, which accepts cards in the VISA network.
- m) **“PIN”** means the unique Personal Identification Number generated by the Cardholder and validated by BFCP to enable usage of the Card at Point of Sale (POS) Machines ATMs, CDMs, Merchant Establishments, and other self-service facilities.
- n) **“Transfer to Wallets”** means moving funds from BHD wallet to other currency wallets of Travel Buddy Program or vice-versa.
- o) **“Travel Buddy Program”** consists of Travel Buddy and Travel Buddy+ cards issuance, distribution, and portfolio management.

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p) **“Wallet”** means a customer’s account’s wallet of a particular currency created and maintained in the records of BFCP

### b) Interpretations:

- a) Clause, Schedule, and paragraph headings shall not affect the interpretation of these Terms and Conditions.
- b) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- c) The Schedules form part of these Terms and Conditions. Any reference to these Terms and Conditions includes the Schedules.
- d) A reference to a company shall include any company, corporation, or other body corporate, wherever and however incorporated or established.
- e) Unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular.
- f) Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.
- g) These Terms and Conditions shall be binding on and endure to the benefit of the Parties and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party’s personal representatives, successors, and permitted assigns.
- h) A reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time.
- i) A reference to writing or written includes fax and email.
- j) Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- k) References to a document in agreed form are to that document in the form agreed by the parties and initialed by them or on their behalf for identification.
- l) A reference to these Terms and Conditions or to any other agreement or document referred to in these Terms and Conditions is a reference to these Terms and Conditions or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of these Terms and Conditions) from time to time.
- m) References to clauses and Schedules are to the clauses and Schedules of these Terms and Conditions.

## 2. The Card

### 2.1 Issuance of a Card

- a) Issuance of a Card is subject to the applicant for a Card providing a duly completed online card application and/or providing any other documents that BFCP may, in its sole and absolute discretion, request in support of such application. The applicant must provide BFCP with updated Identification Documents – such as a national identity card and Passport- upon the expiry of the existing documents. The applicant must also provide BFCP with any other supporting documents as and when required.

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- b) There will be two products called Travel Buddy and Travel Buddy+ as a part of this program. Issuing Travel Buddy or Travel Buddy+ to the customers is at BFCP's sole discretion.
- c) Issuance of the Card is at the sole and absolute discretion of BFCP and BFCP may, refuse to issue a Card to an applicant without assigning any reason for such refusal.
- d) The Cardholder of physical card must sign on the space provided at the back of the Card immediately upon receipt. The Card shall only be valid once the reverse side is signed.

### 2.2 Loading the Card

- a) Funds can be loaded on the Card via BFC Pay mobile app into BHD wallet through Benefit Pay, Benefit PG etc.
- b) The maximum amount that may be loaded on the Card shall not exceed the amount stipulated by BFCP from time to time and in accordance with directives issued by the Central Bank of Bahrain.

### 2.3 Transfer to wallets

- a) Funds deposited into BHD wallet can be transferred to any non-BHD active wallet. Similarly, funds can be transferred back to BHD wallet from any non-BHD wallet.
- b) Rate to convert funds from BHD to non-BHD or vice-versa will be displayed on BFC Pay mobile app before the transaction is performed and confirmed by the Cardholder

### 2.4 Ownership of the Card

The Card shall remain the property of BFCP at all times and the Cardholder shall be obliged to surrender the Card to BFCP on demand.

### 2.5 Safeguarding the Card and the PIN

The Card is issued to the Cardholder at the Cardholder's risk and responsibility. The Cardholder must keep the Card and the PIN separately, safe, and secure. The Cardholder should not write the PIN on the Card. If the Card is lost or stolen or suspected stolen or if the PIN has become known or is suspected to have become known to any unauthorized person, the Cardholder must immediately notify BFCP in writing.

## 3. Using the Card

**3.1** The Card is a prepaid card that allows the Cardholder to access funds loaded onto the wallets for the purpose of availing goods, services, facilities, and benefits that are made available by any Merchant Establishment or for cash withdrawals across ATMs/CDMs. The Card is not a credit, or a debit card and the Cardholder will not be entitled to receive any interest on the funds loaded on the card nor will any cheque books be issued to the Cardholder.

**3.2** The Card issued is personalized to the Cardholder who shall be responsible for all applicable Card Charges.

### 3.3

- a) Cardholder can load money into BHD wallet or transfer money to non-BHD wallet or transfer back to BHD wallet subject to the exchange rate displayed on BFC Pay mobile app.
- b) The conducted transaction by the Cardholder will be debited from the subject wallet that is used to complete the transaction subject to the fund's availability.

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- c) If Cardholder conducts transactions from a wallet that has partial funds or no funds available, funds will be debited from any other wallet, provided funds are available, otherwise the transaction will be declined (Maximum total of two wallets will be dipped).
- d) The Cardholder agrees not to use the Card for any illegal Transactions as defined by applicable laws of the Kingdom of Bahrain governing the usage of prepaid cards and as defined by Visa International.
- e) Cardholder agrees not to use the Card for wholesale/ corporate/ business purposes, and the same is strictly to be used for personal/ retail usage.

### 3.4 Exchange rates and wallet dipping

- a) Exchange rate: For “Transfer to wallet” transactions, BFCP exchange rate will be applied, which will be displayed on the mobile application and consent from Cardholder is taken before transactions is conducted.
- b) For Spend Transactions (POS, Online, Offline or ATM), converting transaction currency amount to the currency of wallet being dipped, the below process will be followed:
  - 1) If the transaction currency is one of the wallet currencies being offered by Travel Buddy Program, and BHD wallet is being dipped BFCP rate will be applied which will be displayed on the mobile application
  - 2) For other conversions, VISA defined exchange rate will be applied.
- c) Wallet Dipping: If the Cardholder is making a transaction in a particular currency and that wallet currency balance is not sufficient, the Travel buddy program will invoke wallet dipping as per the wallet priority list. Wallet dipping isn’t applicable to BHD transactions.
- d) Maximum 2 wallets will be dipped in the priority order stated below:
  - 1) BHD
  - 2) USD
  - 3) AED
  - 4) SAR
  - 5) EUR
  - 6) GBP
- e) **Example 1:** Transaction currency is among the wallet currencies being offered by BFCP as a part of Travel Buddy program.  
**Transaction Currency:** United States Dollars (USD)  
**Transaction amount:** USD 100
  - 1) **If balance is fully there in USD wallet**  
This amount in USD will be deducted from USD wallet balance
  - 2) **If 0 balance is there in USD wallet**  
Next wallet with full sufficient balance will be deducted as per the wallet dipping priority list.
  - 3) **If partial balance is there in USD wallet**  
Next wallet with remaining full sufficient balance will be deducted as per the wallet dipping priority list. The dipping will happen across 2 wallets i.e., in this scenario, BHD and other wallets will be checked and in priority it’ll be dipped. USD to BHD will take place as per the BFCP rate, but USD to AED will take place as per VISA defined exchange rate.
- f) **Example 2:** Transaction currency is not among the wallet currencies being offered by BFCP as a part of Travel Buddy program.

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**Transaction Currency:** Thai Baht (THB)

**Transaction amount:** THB 100

**1) If balance is fully there in BHD wallet**

This amount in THB will be converted to BHD as per VISA exchange rates and be deducted from BHD wallet balance

**2) If 0 balance is there in BHD wallet**

Next wallet with full sufficient balance will be deducted as per the wallet dipping priority list.

**3) If partial balance is there in BHD wallet**

Next wallet with full sufficient balance will be deducted as per the wallet dipping priority list. The dipping will happen across 2 wallets i.e., in this scenario, BHD and other wallets will be checked and in priority it'll be dipped. THB to BHD and THB to "other wallet e.g., USD" conversion will happen as per VISA exchange rates

### 4. Schedule of Charges

Description	Travel Buddy	Travel Buddy +
<b>Prepaid Card - Non-Financial Transactions</b>		
Annual Subscription Fee	BHD 3	BHD 10
Card Issue Fees	Free	Free
Card - Replacement	BHD 3	BHD 3
Virtual Card - Issue/ Reissue/ Replacement	Free	Free
BFC Pay mobile App - Account Statement Via mobile	Free	Free
Account Statement Physical	BHD 3	Free
BFC Pay mobile App - Balance Enquiry	Free	Free
ATM Balance Enquiry - BHD	Free	Free
ATM Balance Enquiry (international)	2 BHD or equivalent of 2 BHD in the currency of the wallet whose Balance is enquired	1 BHD or equivalent of 1 BHD in the currency of the wallet whose Balance is enquired
<b>Financial Transactions</b>		
Markup for loading BHD	Free	Free
Forex Markup for loading international currencies	Up to 3.5%	Up to 3.3%
Fees for POS and Online Transactions where transaction currency and wallet currency are the same	Free	Free
Fees for POS / Online Transactions where transaction currency and wallet currency are different	Up to 3.5%	Up to 3.3%
ATM Cash Withdrawal - BHD	BHD 0.200	BHD 0.200
ATM Cash Withdrawal - other currencies	2% of the amount withdrawn	1.5 % of the amount withdrawn

10% VAT will be applied on all the charges and fees

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### 5. Limits and Controls

Limits and Controls	Travel Buddy	Travel Buddy +
Minimum Balance Requirement	Nil	Nil
Maximum Balance	BHD 2500	BHD 6000 * (Up to BHD 2500 in "BHD" currency can be spent per month)
Maximum load per day	BHD 4000	BHD 6000
Maximum Load per month	BHD 10000	BHD 15000
ATM Transactions limit	Maximum transaction value BHD 500	Maximum transaction value BHD 500
PoS Transactions limit	Maximum transaction value BHD 1500	Maximum transaction value BHD 1500
Online Transactions limit	Maximum transaction value BHD 1500	Maximum transaction value BHD 1500

### 6. Loss or Theft of the Card

- Upon discovery or suspicion of the loss or theft of the Card, the Cardholder should notify BFCP Customer Service Centre immediately. In the event the Cardholder recovers the Card which has been reported as having been lost or stolen, the Cardholder shall hand over the recovered Card/s to BFCP immediately.
- On receiving a request from Card member to replace his/her card through BFC Pay mobile app, BFCP may at its sole and absolute discretion issue the Cardholder with a replacement Card, the possession and use of which shall be governed by these Terms and Conditions.
- The Cardholder shall be solely responsible for any unauthorized Card Transactions that are done through the use of the Card/PIN prior to the loss or theft of the Card/ PIN being reported to BFCP. In case of reporting a lost, stolen, or damaged Card, the Cardholder must present his/her valid national identity card to BFCP or any other equivalent ID document in form and substance which is satisfactory to BFCP in its sole and absolute discretion.

### 7. Disputes, Refunds, and chargebacks

- BFCP will credit the Cardholder's wallet with the amount of any refund only upon receipt of a properly issued credit voucher from the Merchant Establishment (POS) or ATM/CDM. Subject to any rights vested in the Cardholder by applicable law, no claim by a Cardholder against a third party may be the subject of a defense or counterclaim against BFCP. The Cardholder acknowledge to accept a credit refund transaction to his/her Card Wallet Account in the applicable transaction currency if they are entitled to a refund or other credit for any reason for goods or services purchased using the Card.
- Cardholders can initiate a dispute request to BFCP for reversing or refunding the transactions under specific circumstances of the dispute resolution rules, e.g., unauthorized transactions or the merchant failed to deliver goods/services after one-off pre-payment. However, not all transactions are protected by dispute resolution.

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- c) Cardholders can initiate the lodging of dispute complaint/request with the following procedures:
- 1) Call BFC Payments Customer Service Center at +973 1771 1775 (From 8 AM to 8 PM every day)
  - 2) Complete Transaction details with supporting documents to BFC Payments Customer Service Center at [customerservice@bfcpayments.com](mailto:customerservice@bfcpayments.com) Supporting documents may include the related transaction receipt/contract and the proof of the merchant's failure to deliver goods/services (if applicable).
  - 3) For any transactions that are in doubt, Cardholders should raise the dispute within 30 working days from the transaction date.
  - 4) If, under the scenario of merchant closure or failure to deliver goods/services, the request deadline varies by different card associations (in general within 75-120 working days). Cardholders should initiate the request and provide adequate and valid supporting documents as soon as possible. BFC Payments reserves the right to accept the dispute request, the decision of BFC payments shall be final and binding.
  - 5) The processing time will normally be around 60-90 working days upon receiving all documents. The processing time may be longer depending on the complexity. BFC Payments will raise the request for Cardholders against the acquirer. If the request is accepted by the acquirer (Merchant), the amount will be reversed/refunded to Cardholders via the BFC Payments App.
  - 6) The Cardholder acknowledge to accept a credit refund transaction to his/her Card Wallet Account in the applicable transaction currency if they are entitled to a refund or other credit for any reason for goods or services purchased using the Card.
  - 7) As a final resort, BFCP can try to request a retrieval of the charge slip from the merchant's bank as verification. Please note that the merchant retains the discretion as to whether they wish to respond to our request and such a request will take 30 to 60 days (about 2 months). Upon successful retrieval of the charge slip from the merchant's bank a fee of BHD 3.000 per transaction will be charged to the customer.

### 8. Lodging complaint

For BFC Pay App-related inquiries or support assistance please call +973 1771 1775 or write us at [customerservice@bfcpayments.com](mailto:customerservice@bfcpayments.com)

For any Feedback or Complaints please write to: Customer Service Centre, BFC Payments B.S.C. (C), P.O. Box 243, Manama, Kingdom of Bahrain or [complaints@bfcpayments.com](mailto:complaints@bfcpayments.com)

### 9. Authorization to BFCP

By using the Card, the Cardholder authorizes BFCP to:

- a) Deduct the amount loaded on the Card by the amount of the Card Transaction.
- b) Deduct all applicable Card Charges as and when such charges accrue or arise.
- c) Debit the Account with any charges resulting from currency conversions.

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- d) Debit the Account with all amounts notwithstanding that such transactions may exceed the amount loaded onto the Card.
- e) Debit the Account with any other liabilities that may be incurred by the Cardholder through the use of the Card; and/or
- f) Set off any liability owed by the Cardholder to BFCP against the amount loaded on the Card.

### 10. Rights of BFCP

- a) BFCP may amend these Terms and Conditions and/or change the design of the Card and/or vary the method of calculation of the handling charges, additional charges, finance charges, or any other charges relating to the Card including those
- b) Detailed in the Service Charges Schedule at any time and shall notify the Cardholder of the same in the manner BFCP deems appropriate taking into consideration the applicable regulatory disclosure requirements.
- c) BFCP may record any instructions given, or conversations had, by the Cardholder with BFCP for quality assurance and other purposes and such records of instructions given and conversations had shall be conclusive proof and binding for all purposes and may be used as evidence in any proceeding before any court of law, as BFCP may deem fit.

### 11. Obligations of the Cardholder

The Cardholder agrees and undertakes:

- a) To safeguard the Card and keep it under his/her personal control at all times and not to divulge the PIN to any other person.
- b) To reimburse BFCP with applicable charges that may be debited to the Card in the event that the balance on the Card is insufficient to defray such amounts.
- c) Not to pledge the Card or use the Card as security for any purpose.
- d) To surrender the Card to BFCP without demur in the event that BFCP exercises its right to suspend or cancel the Cardholder's use of the Card.
- e) That the records of BFCP shall be considered as conclusive and binding evidence in the absence of manifest error.
- f) To provide any document reasonably requested by BFCP which is necessary for the provision of the services by BFCP hereunder; and
- g) To immediately notify BFCP in writing of any change to the Cardholder's personal details that have been provided to BFCP in the Application Form.

### 12. Disclaimer of Liability

In no circumstances shall BFCP be liable for any loss or damage sustained or incurred by the Cardholder, whether direct or indirect, including loss or damage sustained as a consequence of:

- a) BFC or a Merchant Establishment or any ATM or any CDM refusing to allow a Card Transaction or refusing to accept the Card or the PIN; or

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- b) Any defect or deficiency in the goods or services supplied to the Cardholder by any Merchant Establishment, or, where applicable, for any breach or non-performance by a Merchant Establishment; or
- c) The Cardholder being unable to withdraw money or avail of Card services either by reason of insufficiency of funds in an ATM/CDM or as a result of an electronic, mechanical, communications failure or otherwise.

### 13. Personal Information

- a) The Cardholder's personal information may be stored and processed by computerized or other means by BFCP or any third-party entity to which the data processing aspect of the Card program is outsourced.
- b) The Cardholder is hereby made aware that any personal data that is provided to BFCP including details of purchases and redemptions may be disclosed and shared by BFCP with the authorities as required by law, its affiliates, business partners and other relevant entities as deemed necessary. The Cardholder can withdraw the consent to use or disclose personal information at any time.
- c) The Cardholder irrevocably authorizes and permits BFCP to disclose and furnish such information that it deems fit in relation to the Cardholder or the Cardholder's card account and its affairs including but not limited to this Agreement to BFCP's associates, branches, assignees, agents or other parties.
- d) BFCP and any sub-processor shall only store and process the Cardholder's personal data in accordance with applicable Personal Data Protection laws.

### 14. Death of the Cardholder

BFCP must be informed in writing on the death, incapacity, dissolution, insolvency, or bankruptcy of the Cardholder and BFCP shall not be held liable for any loss or damage whether direct, indirect, or consequential which may arise from any Card Transactions that are affected prior to written notice having been received by BFCP of such death or insolvency.

Upon receiving notice of the Cardholder's death or insolvency, BFCP shall suspend the operation of the Account until such time as it is satisfied that a duly appointed successor or court-appointed officer has been legally empowered to operate with the Account or that the heirs of the deceased Cardholder have established their rights to the estate of the deceased Cardholder in accordance with Applicable Law.

### 15. Termination

- a) The Cardholder may terminate the Card by written notice to BFCP, but such termination shall only be effective on the return to and receipt of the issued card by BFCP and upon settlement of all outstanding liabilities of the Cardholder in full.
- b) The whole of the outstanding balance/charges on the Account (if any) will become immediately due and payable in full to BFCP on termination of the Card or on the Cardholder's bankruptcy or death.
- c) The Cardholder will be responsible for settling any outstanding amounts on the Account and shall keep BFCP indemnified against all costs, charges (including legal fees), and expenses incurred in recovering such outstanding.

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- d) In the event that there is a balance outstanding in favor of the Cardholder on termination, after deducting all amounts that are payable by the Cardholder whether by way of Card Charges or otherwise, BFCP shall pay such balance to the Cardholder.
- e) BFCP may terminate the Card at any time by cancelling or refusing to renew the Card with or without prior notice at its own discretion without any commitment to provide an explanation.

### 16. Indemnity

The Cardholder undertakes and agrees to indemnify BFCP against any loss, damages, liability, costs and expenses whether legal or otherwise which BFCP may incur by reason of these Terms and Conditions or by any breach thereof or the enforcement of the Bank's rights as herein provided. All costs expenses in such regard may be debited to the Card account and shall be payable by the Cardholder.

### 17. Severability

No forbearance, delay, or indulgence by BFCP in enforcing these Terms and Conditions shall prejudice or restrict the rights of BFCP nor shall any waiver of its rights operate as a waiver of any subsequent breach.

### 18. Waiver of Remedies

These Terms and Conditions shall be construed in accordance with and governed by the Laws of the Kingdom of Bahrain. The courts of the Kingdom of Bahrain shall have exclusive jurisdiction in connection herewith.

### 19. Governing Law & Jurisdiction

These Terms and Conditions shall be construed in accordance with and governed by the Laws of the Kingdom of Bahrain. The courts of the Kingdom of Bahrain shall have exclusive jurisdiction in connection herewith.

### 20. Language

These Terms and Conditions have been prepared in English and have been translated into Arabic, in the event of any contradiction between the English and the Arabic texts of these Terms and Conditions, the English text shall prevail.

### 21. General

- a) The Cardholder hereby irrevocably and unconditionally and without any right to protest, authorizes BFCP to reverse any entry on the Account found to be made in error or omission.
- b) BFCP has certain responsibilities under Anti-Money Laundering Law and other standards to verify the identity and Residence address of Cardholders, and BFCP may request relevant documents as per BFCP's KYC policy to establish the correctness of these details.
- c) BFCP may amend these Terms and Conditions from time to time and notify the Cardholder (within 30 working days written notice) by such means as deemed fair. No amendments will affect any outstanding order or transaction or any legal rights or obligations which may already have arisen. Notices and other correspondence shall be deemed to be received within seven Business Days after posting, if sent by post.
- d) Notices required to be provided by BFCP to the Cardholder will be in writing addressed to the Cardholder's last known address and delivered by post, by hand, by courier, or transmission if sent by e-mail. The Cardholder must update BFCP immediately of any change to the Cardholder's address and /or contact details. Notices required to be given to BFCP by Cardholder hereunder must be made in writing unless otherwise specified in these Terms and Conditions.

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- e) The Cardholder agrees and undertakes to keep BFCP indemnified and held harmless against all actions, claims, costs, expenses, and damages brought against or suffered by BFCP arising from a breach by the Cardholder of these Terms and Conditions.

### 22. Taxes

- a) Any prices, amounts, fees, charges, or other amounts which are payable hereunder are exclusive of any applicable VAT (Value Added Tax).
- b) Where any supplies made hereunder are subject to VAT, BFCP agrees to issue a valid Tax Invoice to the recipient.

### 23. Contact information

For consumer inquiries or comments please write to: Customer Service Centre, BFC Payments B.S.C. (C), P.O. Box 243, Manama, Kingdom of Bahrain or  
Tel: +973 1771 1775 or Email: [customer.services@bfcpayments.com](mailto:customer.services@bfcpayments.com)