



TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. Company: means Bede B.S.C. (Closed) a duly incorporated company in the Kingdom of Bahrain, holder of registration number 151347.

2. ACKNOWLEDGEMENT

- 2.1. The Company owns and maintains this digital financing mobile application under the name of "Bede" (the "Application") through which the Company may provide information on different products and services (the "Services"). By using the Application to access any of the Company's Services, including, but not limited to, the Company's e-financial service, the Customer (which includes the Customer's authorized representatives, officers and signatories) acknowledges and agrees that they have read and understood and agree to be, without limitation or qualification, legally bound by the following terms and conditions (the "Terms") (collectively referred to as the "Agreement" between the Customer and the Company).
- 2.2. 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 contents of the Application, including the Terms, are subject to change by the Company. The Customer agrees that their continued access to, or use of, the Application following any changes is made on the basis that they agree to such changes.

3. USE OF APPLICATION

- 3.1. The Application, 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 Company to any additional registration, authorization or licensing requirement within such jurisdiction.
- 3.2. Nothing stated in the Application with respect to any Service provided by the Company shall, under any applicable legislation, constitute an inducement, solicitation or invitation to enter into a legally binding contract in connection therewith. For the avoidance of doubt, the Customer has the sole discretion and full autonomy to subscribe into any Service offered in the Application.
- 3.3. The Company's opinions or statements on the 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. Any investment decision should be taken by the Customer at their sole discretion.

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- 3.4. In order to maintain the security of the Company's systems, protect the Customer and detect fraud and other crimes, the Company reserves the right to monitor all internet communications, including web and email traffic, into and out of the Application. Monitoring includes checks for, but not limited to, viruses and other malignant code or criminal activity. The Customer agrees not to upload any harmful material to the Application and will take all steps possible to prevent a third party from accessing the Application using the log-in and access details.

4. CUSTOMER ELIGIBILITY

- 4.1. Any individual who wants to have access to the Application must be:
- An individual who is a resident of Bahrain; and
 - 18 years old or above.
- 4.2. The Company reserves the right to reject or admit any individual as a Customer for any reason.
- 4.3. Any Customer who requires access to the Application will need a smartphone device that meets the minimum requirements of the devices operating system (iOS or Android). The Application will only function on a mobile device that has been specifically associated with the Customer's account. The Services may discontinue on any outdated versions of the operating systems, devices, and/or outdated versions of the Application.

5. CUSTOMER AUTHORIZATION

- 5.1. The Customer understands, acknowledges and provides irrevocable consent that any instruction received by the Company through the Application shall give the Company the right to (i) act on behalf of the Customer or (ii) instruct the third-party financial service provider appointed by the Company ("Bank") or other service providers on the Customer's behalf, to conduct any financial services, if and when applicable, including but not limited to the following:
- Account opening/closing terms
 - Account and/or balance inquiry and view
 - Account statements
 - Issuance and usage of debit cards
 - Managing debit cards including blocking, freezing and unfreezing
 - Issuing virtual account for the purpose of disbursement of the finance amount
 - Electronic funds transfers
 - Fund transfers
 - Installment deduction and/or collection
 - Amount hold

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- 5.2. Upon creating an account with the Company, the Customer understands, acknowledges and provides irrevocable consent that the Company has the right, if required by any law or internal policy or procedure of the Company, to instruct the bank to suspend, freeze, block or close the account.
- 5.3. Upon creating an account with the Company, the Customer unconditionally consents and authorizes the Company, from time to time at its discretion, to disclose, enquire, access information, provide updated eKYC (electronic Know Your Customer) information and the Benefit Credit Report from the Bahrain Credit Reference Bureau, for the purposes of granting, renewing, rescheduling and/or restructuring a new or existing financing or assessing the Customer's credit worthiness for any services the Company offers.

6. BANK TERMS AND CONDITIONS

- 6.1. The Customer acknowledges that the Bank's general terms and conditions shall apply to the Customer only to the extent that such general terms and conditions of the Bank relate to the Services provided by the Company. All other terms set out in the Bank's general terms and conditions which do not relate to any services provided by the Company shall not therefore be applicable to the Customer. The Customer hereby acknowledges that it has read and agrees to be bound by the Bank's general terms and conditions to the extent applicable.

7. ONLINE ACCESS TO THE SERVICES

- 7.1. The Customer is required to register with the Company to access the Services by completing the onboarding process (hereinafter referred to as "the Application Form") in the Application. The Customer will be provided with log-in details and be asked to create a secret password personal to the Customer. The Customer is responsible for ensuring that the information provided to the Company is kept confidential, accurate and fully up to date. The Company reserves the right to suspend access to the Services in the event that the details provided by the Customer is out of date or inaccurate, in which event the Customer should contact the Company immediately.
- 7.2. Once the Customer has registered on the Application, the Customer will be able to give the Company instructions and access information on their accounts electronically using the Services for any account the Customer has with the Company.
- 7.3. Upon registration, the Company may also provide notification services, involving the Company sending texts or emails with information about the Company's existing accounts covered by the Terms. The texts or emails are intended to provide occasional updates on accounts, and do not replace the need for the Customer to check their statements regularly. The specific features of any account or service depend on the type of feature chosen by the Customer. The Customer may not be eligible for all of the Bank's accounts or services.

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- 7.4. The Customer is obliged to notify the Company immediately if they suspect or have reason to suspect unauthorized access to the Application. The Company shall not be responsible for any loss, cost or damage that the Customer may sustain due to the failure or delay in notifying the Company of any unauthorized access to the Application.

8. FEES AND CHARGES

- 8.1. The fees and charges associated with the Customer accounts and Services the Company offers are available in the "Tariff of Charges". The latest version of the "Schedule of fees and charges" is available on the Company's website. Some fees paid in advance may not be refundable. Please note that, where applicable, the Company will state value added tax (VAT) on the published fees and charges in accordance with the applicable guidelines.

9. EXCLUSION OF LIABILITY

- 9.1. Whilst the Company has taken all reasonable steps to ensure the accuracy and completeness of the contents of the Application, to the fullest extent permitted under the applicable law, the Company excludes any warranties, undertakings or representations (either express or implied) that the Application or (including without limitation) all or any part of the content or materials, accuracy, availability or completeness of the content of the Application or any part of the content or materials are appropriate or available for use either in the Kingdom of Bahrain or in other jurisdictions.
- 9.2. The Company shall not be liable (including, without limitation, in contract, tort, statutory or otherwise) to the maximum extent permitted by applicable law for any losses, damages or expenses (including legal costs) whatsoever suffered by the Customer or any third party arising out of the use of the Services or access to the Application (whether authorized or not) which includes without limitation any errors or omissions contained in the Application or if the Application is unavailable, even if the Company has been informed of the possibility of such damage. In particular, the Company 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 the Customer's use of the Application.
- 9.3. Access to the Application and use of the Services is entirely at the Customer's own risk and the Company does not warrant that the use of the Application 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. The Customer shall be fully and solely responsible 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

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Company accepts no liability in respect of losses or damages arising out of changes made to the content of the Application by unauthorised third parties.

- 9.4. The provision by the Company of a link to another website does not constitute any authorization by the Company for the Customer to access material held at that website, nor is it evidence of any endorsement by the Company of the material held there. The Company accepts no responsibility or liability in relation to the Customer's access and use of such websites, as these are beyond the Company's control. The Company will accept no responsibility or liability in respect of any materials on any website which is not under the Company's control.

10. DATA PROTECTION AND SECURITY

- 10.1. To the extent required by law, the Customer acknowledges, confirms and consents that the Company may collect, record, organize, store, adapt, alter, retrieve, gather, use, disclose by transmission, distribute or otherwise make information available, block, erase or destroy ("Process") the Customer's personal data for the provision of providing Services.
- 10.2. The Customer further agrees that personal information may be used by the Company in providing or improving the Services or to respond to any queries. The Company shall not be liable for any loss, cost or damage sustained by the Customer due to the provision of incorrect or inaccurate information by the Customer.
- 10.3. The purposes stated in the clause above are mandatory for the Company to provide the Service and any withdrawal of the Customer's consent of these purposes shall be considered as a request for termination of the Service and accordingly subsequent consequences shall be applied.
- 10.4. The Customer gives the Company the right to obtain, process and disclose the Customer's personal data to selected third parties for purposes such as regulatory requests, credit checking and collection, security, fraud prevention, identity verification, experience enhancement, marketing behavior analysis, the establishment, exercise or defence of legal claims or the performance of a task carried out in the public interest according to laws and regulations applicable in the Kingdom of Bahrain.
- 10.5. As the Company may offer the Customer a variety of products and services communicated via direct marketing, the Customer may elect to stop receiving such communication at no charge.
- 10.6. The Company may not disclose personal information except: to the Company's agents or affiliates (which include but is not limited to the Company's parent company and its subsidiaries), insurers and sub-contractors who have agreed to keep the Customer's personal

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information strictly confidential; to credit reference agencies; to linked suppliers to the extent that they need the Customer's personal information to provide their services to the Customer and/or for the purposes set out above; for debt tracing or fraud prevention; to any person to whom the Company assigns or transfers its rights and/or obligations; and if required or compelled to do so by law, or requested to do so by the police or any other administrative or regulatory authority.

- 10.7. The Company implements and maintains the necessary and appropriate technical and organizational measures to protect the Customer's personal data against accidental loss, destruction, damage, unauthorized alternation or disclosure in accordance with the applicable data protection laws and regulations in Bahrain. However, the Company cannot guarantee the privacy or confidentiality of any information relating to the Customer passing over the internet.
- 10.8. The Company may store some information on the Customer's own hard disk ("cached data"). This helps the Company to match the Service to the Customer's preferences. The Customer can choose to accept or delete cache. Deleting them may mean the Service does not work properly.
- 10.9. For further details on the use of and protection of personal data and the Company's privacy policy, please refer to the Company's Privacy Policy which can be found on the Application.

11. MOBILE DEVICE JAILBREAK

- 11.1. The Company advises its customers against 'Jailbreaking' or 'Rooting' the devices which are used to access our e-channels. This practice exposes the Customer's account to security risks, which may result in serious security breaches. The Company holds no liability whatsoever in the case of any security incident(s) which may directly or indirectly occur as a result of or in connection with such 'Jailbreak' or 'Rooting' activity.

12. GEOGRAPHICAL AREA

- 12.1. 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.
- The Company holds the right to restrict access to the Application from outside of the Kingdom of Bahrain for security and/or operational purposes. For the avoidance of doubt, the Customer understands and acknowledges that the use of a virtual private network (VPN) or any other protocol that prevents the identification of the Customer's location while accessing the Application is prohibited.

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13. REGULATORY INFORMATION

- 13.1. The Company is licensed as a Financing Company and regulated by the Central Bank of Bahrain. Details of the Company's license can be found on the following website www.cbb.gov.bh.
- 13.2. The information provided on the Application is provided for the Customer's information and general interest only. Any forward looking statements made on the Application and the actual results may vary materially from the forward looking statements as a result of a number of factors which include but are not limited to the general economic conditions in the Kingdom of Bahrain and in other countries in which the Company has significant business activities or investments. To that end, the Company disclaims all liability express or implied for any representations or warranties that this Application or its content is accurate, free from errors, complete, up to date or that the Services are available through the Application are suitable for the Customer. The Company shall not be liable for any loss or damage howsoever caused arising as a result of use of, or reliance on, any information, whether provided by the Company or third party (including anything linked to the Application), whether authorized or not, to the maximum extent permitted by applicable law.
- 13.3. Nothing on the Application should be constructed as an advertisement or solicitation for any products or services or their use which is not authorised by the applicable laws and regulations of the Customer's place of citizenship, domicile, incorporation or residence.

14. CURRENCY

- 14.1. All figures displayed on the Application (including but not limited to, data in financial reports and those relating to fees, charges, transaction limits and profits) and any other amounts are in Bahraini Dinars (unless otherwise stated) and are current at the time of placing the Application but may change at any time. Currency fluctuations from time to time may also affect the figures displayed on the Application.

15. COPYRIGHT

- 15.1. The Company owns or is licensed to own all intellectual property on the Application and all rights are reserved.
- 15.2. The Customer may only print, copy, download or temporarily store extracts from the Application for their personal information when the Customer accesses the Application and use the Services to operate the account. Any use of the Application other than in accordance with the Terms is not permitted.

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- 15.3. Nothing contained in the Application should be construed as granting any license or right of use of any trademark displayed on the Application without the express written consent of the Company.

16. TRADEMARKS

- 16.1. The Application contains numerous trademarks belonging to the Company. These trademarks include, but are not limited to, the Bede B.S.C.(c) name and the Company logo. If the Customer is in doubt as to whether an item is a trademark of the Company Please contact the Company for clarification on the following email address [info@bede.bh]

17. INDEMNITY

- 17.1. The Customer hereby agrees to indemnify and to keep the Company 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 Company arising from or which is directly or indirectly related to (i) the Customer's access to and/or use of the Application in a manner that fails to comply with this Agreement, any other agreement executed between the Company and the Customer related to the Services, or applicable law; (ii) any inaccuracy or misrepresentation of information provided by the Customer to the Company or warranty made by the Customer; (iii) and/or any other person or entity's use of the Application where such person or entity was able to access the Application using the Customer's log-in information.

18. TERM AND TERMINATION

- 18.1. The Terms will come into effect as of the date of the provision of the Service to the Customer in accordance with the Application Form submitted by the Customer.
- 18.2. The Company may, at any time, terminate the Agreement with immediate effect, in any of the following events:
- a) Death of the Customer;
 - b) In the event the Customer breaches any of the conditions appearing herein, or contravenes any relevant law in force, and is thereafter notified of such breach or contravention;
 - c) In the event that the Company, based on its sole discretion, considers any act undertaken by the Customer as inappropriate which includes but is not limited to
 - i. misconduct, misbehavior or threat to any of the Company's employees, staff members, directors or contractors; or
 - ii. causes damage or loss, directly or indirectly, to any of the Company's properties;

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- d) in the event of inactivity in the account or if required by the Central Bank of Bahrain or in order to comply with the laws of Bahrain including, without limitation, the Central Bank of Bahrain rules and regulations;
- e) If the Company finds that any of the information provided by the Customer in the Application Form or any other means is incorrect, including inaccurate information on the Customers financial status which would materially impact the Company's decision on granting credit or undertaking other transactions on the Customers behalf, or if the Customer fails to provide the Company with such documents as are necessary for the proper promulgation of the Services;
- f) Where the Customer fails to pay any or all of the due amounts under the Agreement;
- g) Upon insolvency or bankruptcy of the Customer or the Company;
- h) Where the Company's license is revoked, withdrawn or suspended by the Authority; or
- i) In the event of new laws or regulations issued by the Authority or other relevant governmental authorities which deem these Terms void or invalid.

18.3. The Customer acknowledges and accepts that the Company has the right to terminate it's Agreement with the Customer at any time without reason, provided that prior notice of termination was sent to the Customer within a reasonable timeframe.

18.4. The Customer may request termination of the Agreement at any time by submitting a termination form at any of the Company's outlet or other appropriate channel. For the avoidance of doubt, the Service shall be ongoing and shall only be canceled or terminated in accordance with these Terms.

18.5. In the event the Service is terminated pursuant to the clauses above, the Customer shall be liable to settle any outstanding charges and fees, in addition to any costs that may be incurred by the Company until the settlement of all outstanding amounts by the Customer. For the avoidance of doubt, the termination shall not be effective until the Services are concluded to the satisfaction of the Company.

18.6. All restrictions, disclaimers and limitations of liability by the Company will survive termination.

19. CUSTOMER MIGRATION

19.1. The Customer understands and accepts that the Company has the sole discretion to appoint a third-party service provider for the provision of providing financial services.

19.2. The Customer further agrees that the Company also has the right in any event, including for commercial or technical reasons, to migrate the Customer to a new service provider or any other arrangement it sees fit, with prior notice.

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- 19.3. In the event the Company chooses to exercise its right in the aforementioned clause, the Customer must comply with the Company's instructions on migrating to a new arrangement in order to retain their Services with the Company.

20. APPLICATION GENERAL TERMS

- 20.1. The Customer agrees to be bound by such other policies as may be promulgated or amended from time to time, which will be published on the Company's official website: [www.bede.bh].
- 20.2. The Company may assign all of its rights and obligations under the Terms to any third party without the consent of the Customer, but provided that notice is served thereto. The Customer does not have the right to sign any of its rights or obligations to any third party.
- 20.3. No failure or delay on the part of the Company to exercise any power, right or remedy under the Terms shall operate as waiver, nor shall any single or partial exercise by the Company of any power, right or remedy preclude any other of further exercise thereof or the exercise of any other power, right or remedy.
- 20.4. 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.
- 20.5. The Terms shall be governed by the laws of the Kingdom of Bahrain. The Customer and the Company shall submit to the jurisdiction of the courts of the Kingdom of Bahrain.