

BPay TERMS AND CONDITIONS

By using BPay, you agree to the terms and conditions below which form a binding agreement between you and Arab Financial Services Company B.S.C. (c) ("**AFS**").

1. **DEFINITIONS:**

- a) "**Beneficiary**" refers to the person(s) that the User designates to receive the funds from the Remittance Transaction.
- b) "**BPay Card**" means the virtual card issued by AFS to the User which is linked to the Wallet Account and includes reference to Supplementary Cards.
- c) "**Call Centre**" refers to the customer care telephonic helpline, email provided by AFS.
- d) "**Charges**" means any amount payable by the User arising from the issue and use of the Wallet or BPay Card(s) or the Card number or the PIN or otherwise under these Terms and includes without limitation, all fees, charges, interest, expenses, damages and legal costs and disbursements arising from a Transaction and also refers to any third party levies, or charges, including of Card Scheme.
- e) "**Card Scheme**" means payment networks like Visa /MasterCard /Union Pay or any local network such as Benefit Co. etc.
- f) "**Content**" means software (including machine images), function, application, data, text, audio, video, or images, products or services.
- g) "**International Remittance**" and "International Money Transfer" refers to the cross-border transfer of funds by a User to a registered beneficiary designated as a Remittance Transaction.
- h) "**International Remittance Transaction**" refers to the cross-border payment of funds in Bahraini Dinars that the User requests and authorizes for the purposes of delivering foreign currency funds to the registered beneficiary.
- i) "**Our**" or "**We**", or "**Us**" refers to AFS.
- j) "**Remittance Quote**" or "**Remittance Quotation**" refers to the cross-border declaration of the foreign currency exchange rate or foreign currency amount that will be delivered to the registered beneficiary which the User must accept before proceeding with any cross-border payment.
- k) "**Services**" refers to the products and services made available to the Users through the Wallet App and use of which is subject to these Terms and includes references to Third Party Content.
- l) "**Transaction**" means any transaction including funding, payment or transfer made on or through the use of the Wallet Account, BPay Card including but not limited to purchase or payments made within the Wallet App ("In-App" purchases), cash withdrawal, International Remittance, transfer, bill payments, or any payment at merchant locations or online or ecommerce transaction, refund or any other use of the Wallet Account, Card or Card number.
- m) "**Third Party Content**" means the Content made available to you by any third party on AFS Card or in conjunction with the Services.
- n) "**You**" "**Your**" or "**User**" refers to you as a person who has registered and authorized for availing the Services through the Wallet.
- o) "**Wallet**" means the stored value or prepaid account provided by AFS under the name and style BPay. All references to Wallet herein includes references to BPay Card, unless repugnant to the context or meaning thereof.
- p) "**Wallet App**" means BPay mobile application which can be downloaded by the User through Play Store to Apple Store on a mobile.

q) **“Wallet Account”** means the BPay account registered and maintained with AFS.

2. **APPLICATION OF TERMS:** These Terms and Conditions (**“Terms”**) form a legal contract between the User and AFS for availing the Services through the Wallet. By registering for BPay and using the Services, the User acknowledges and accepts these Terms and agree to be bound by these Terms. The User expressly agrees and acknowledges to have read and understood the Terms that govern the Services and be bound by and to comply with these Terms. In accordance with these Terms the User undertakes to comply with the Know Your Customer (KYC) process required by AFS and further agrees to comply with all the applicable laws and regulations enforced or may be enforced in the future in the Kingdom of Bahrain. By registering represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity. Please see clause 1 for definitions of certain capitalized terms used in this Agreement.
3. **BPay Card:** AFS automatically issues Bpay Card which is linked to Your Wallet Account, as soon as you are registered User. Your use of Bpay Card is subject to the Bpay Card terms and conditions included as part of these Terms in Schedule 1.
4. **CHANGE OF TERMS:** AFS shall have the sole discretion to change, modify or otherwise alter these Terms at any time, by posting the amended Terms on the Wallet App. The amendment to the Terms will be effective as soon as AFS has posted it to the Wallet App. AFS can terminate, change these Terms or add or delete any items in these Terms, at any time at its sole discretion. AFS will provide notice if required by law. The User has no right to change or request amendments to these Terms. The User accepts and understands that it is his / her responsibility to refer to the updated Terms on the Wallet App and will have no right to make any claim against AFS due to lack of his/her notification or consent to the changes made to the Terms. The Terms as amended or updated from time to time by AFS shall be effective without any acknowledgment required from the User. Unless otherwise indicated, amendments will become effective immediately. Users need to review these Terms periodically. User’s continued use of the Wallet App following the changes and/or modifications will constitute User’s acceptance of changes to the Terms.
5. **ELIGIBILITY:** The User must be a resident of Bahrain with a valid CPR and must be 18 years of age or older for availing the Services. The Wallet Account is issued with the profile provided /confirmed by the User at the time of registration and will be associated with the registered mobile number of the User. Users are not permitted to transfer or assign any rights or obligations under these Terms without prior written consent of AFS.
6. **CURRENT OF THE WALLET ACCOUNT:** The currency of Wallet Account shall be Bahraini Dinar (BHD).
7. **CHARGES:** Charges for Services provided by AFS under the Wallet App shall be as set out in the Wallet App. Charges shown in the Wallet App may not include Charges that any third party may charge for the use of Third-Party Content or Charges from Card Scheme. AFS reserves the right to charge or modify the Charges and provide notifications to the Users through the Wallet App. All payments by the User to AFS shall be subject to levy of any value added tax (VAT) or other tax, withholdings, levies etc. which the User will bear. Charges are deducted from the Wallet Account. The User hereby authorizes AFS to deduct the said Charges by debiting the Wallet Account of the User.

8. **REFUSAL OF THIRD PARTIES:** AFS shall not be liable or responsible if any third party that refuses to accept the Wallet or BPay Card. AFS is not responsible in any manner for the goods or services that are provided to the User and User must contact the provider directly to resolve any issues relating to the goods or services provided to the User.
9. **PROHIBITED USE:** You are not permitted to use the Wallet App for any illegal purpose, including the purchase of goods or services that are prohibited under the laws of the Kingdom of Bahrain. Any suspected or actual use of the Wallet App for illegal purpose shall be subject to cancellation of the Wallet Account and User must pay all outstanding amounts immediately.
10. **UNAUTHORISED ACCESS:** The User shall not disclose the PIN (Login credential to BPay) and/or OTP (One Time Password) and/or security question to any person. If the User fails to observe any of the security procedures, he/she may incur liability for unauthorized use. Where the User uses the Wallet App for any purpose which is illegal, improper or which is not authorized under these Terms, AFS shall have the right to disable the Wallet App.
11. **TERMINATION:** The User may terminate and close its Wallet Account by contacting the Call Centre. The User shall remain responsible for any transactions made through the Wallet Account until such termination. Upon termination, AFS will forfeit the balance on the Wallet Account, unless AFS is legally prohibited to do so. User remains responsible to use the balance prior to initiating closure. Where the User becomes bankrupt or insolvent, all existing amounts outstanding on the Wallet Account or BPay Card shall become due and payable immediately under Terms and all User access to the Wallet App shall be terminated including the access to Supplementary Card holder.
12. **EXCLUSION OF WARRANTIES:** The Wallet is provided "as is", "where is" and "as available" and without warranties of any kind. To the extent permitted by law, AFS and its licensors make no representations or warranties or guarantees of any kind or nature, whether express or implied, relating to the Wallet, and specifically disclaims all such warranties including, without limitation, any implied warranty of merchantability, fitness for a particular purpose and non-infringement. Without limiting the previous disclaimer, to the extent permitted by law, AFS and its licensors do not represent, warrant or guarantee that the Wallet will (i) operate in an uninterrupted, timely, secure or error-free manner, (ii) always be available or free from all harmful components or errors or (iii) be secure against or immune from (including the content delivered to you or the information you provided) any unauthorized access.
13. **THIRD PARTY CONTENT:** AFS may also provide links or access to Third Party Content, including of AFS's affiliated companies. AFS does not provide any guarantee or warranty in relation to the Content, goods or services that Users purchases from such third-party sellers will be satisfactory. Any warranties to fitness, quality or merchantability of Third-party Content are DISCLAIMED by AFS absolutely. Neither does AFS guarantee any safety or security in such third-party application or websites. This DISCLAIMER does not affect User's statutory rights against the third-party seller.

Such access will not be construed as an endorsement, sponsorship, or affiliation. AFS exercises no control whatsoever over such other Third-Party Content, and is not responsible or liable for the availability, functioning, or quality thereof or the content,

advertising, products or other materials thereon. AFS will not be responsible or liable, directly or indirectly, for any damage or loss (including data loss) incurred or suffered by any User in connection therewith. User's access and use of Third-Party Content, including information, material, products and offers therein, is solely at your own risk. Use of third-party services may require your agreement to separate written terms and conditions with the third-party seller.

AFS may disclose your personal information related to that transaction to the third-party seller solely for the purpose of User's use of third party services. By accepting these terms and conditions the User expressly agrees to disclosing personal data to third party sellers.

In regard to your purchase of any Third-Party Content through the Wallet App, following additional conditions apply:

- (a) AFS reserves the right to delay decisions or decline purchases for any reason;
- (b) AFS is not responsible for delay in delivery of the purchased product or service following your order;
- (c) AFS will not be responsible for any loss or damage resulting from lost or theft or unauthorized use of the products;
- (d) No returns or refunds accepted for products once bought; and
- (e) Each third-party product might have additional terms and conditions, which Users are encouraged to understand before buying the products.
- (f) AFS may at its sole discretion remove any third party links or discontinue any third party services, with or without prior notice to the Users.

14. **OFFERS, PROMOTIONS THROUGH THE WALLET:** For promotional purposes you agree that AFS places, displays or offers to User advertisements, promotion materials or other content and materials or products belonging to AFS or other third parties including AFS affiliated companies. By agreeing to these terms and conditions, the User agrees to have explicitly opted to receive such information and communication through Wallet App, emails, SMS messages or other means.

AFS may from time to time introduce offers, promotions for limited period with specific merchants. Such offers, and promotions are revocable at AFS's sole discretion at any time.

15. **CHARGEBACK:** AFS will process User's chargeback request or disputed transactions in accordance with our standard operating procedures. User remains responsible for all fines, penalties and other liability incurred by AFS, a User, or a third party caused by or arising out chargeback, reversals, claims etc. and shall be liable to reimburse AFS or third party for these.

16. **DATA PROTECTION**

16.1 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.

16.2 **"Personal Data"** is information:

- that identifies or can be used to identify You;

- that relates to, describes, is reasonably capable of being associated with You;
 - could reasonably be linked (directly or indirectly) with You; or
 - that can be used to authenticate You or provide access to the Wallet Account.
- 16.3 AFS will use your Personal Data where we have your consent as provided hereunder or when we have another lawful reason such as:
- need to process the data to enter into or carry out an agreement we have with You;
 - need to pursue our own legitimate interests;
 - 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);
 - need to establish, exercise or defend our legal rights or those of a our affiliated companies or a third party employed by us; or
 - When we believe the use of your data as described is in the public interest.
- 16.4 Where you provide any Personal Data relating to third party individuals to AFS, you represent and warrant that you have:
- informed such third-party individuals that Personal Data relating to them has been or will be disclosed to AFS;
 - 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
 - obtained the consent of such third-party individuals for the foregoing.
- 16.5 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, it's 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 it's affiliates, directors, officers, employees and/or agents.
- 16.6 You acknowledge that AFS may store client data in servers outside its domicile for operational reasons.
- 16.7 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 for 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.
- 16.8 We wish to emphasise 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.

- 16.9 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.
17. **PROPRIETARY RIGHTS:** The User acknowledges that the underlying software required for accessing the Wallet and availing the Service/s is the legal property of AFS. The permission given by AFS to access the Wallet/ and to avail Service/s will not be construed as any transfer or assignment of any proprietary or ownership rights in such software. The User shall not attempt to modify, translate, disassemble, decompile or reverse engineer the underlying software or create any derivative product based on the software. B Wallet logo is trademark and property of AFS. Infringement of any intellectual property is strictly prohibited.
18. **ACCOUNT LIMIT:** Currently maximum single transaction limit is BD 2,500 and maximum balance limit per individual is BD 2,500. This may be revised at AFS's sole discretion at any time subject to the Central Bank of Bahrain rules.
19. **INTERNATIONAL MONEY TRANSFER / REMITTANCE**
- 19.1 **Services** – International Remittance or International Money Transfer is a service that is offered by AFS to the User on BPay app. AFS offers the User the ability to perform cross-border remittance using the funds within their Wallet Account in Bahraini Dinars.
- 19.2 **Personal Data** – The User authorizes AFS to use the service of third parties to verify the User's information and beneficiary's identity details / credit history / regulatory checks such as sanction screening at the time / prior / or subsequent to the registration or the cross-border payment and obtain reports relating to the registered user and registered beneficiaries. The User authorizes AFS to process his/her personal data and share his/her Personal Data with third parties to the extent necessary for the User's use of BPay.
- 19.3 **Remittance Fees** – AFS does not control and is not responsible in any manner for any fees or charges that may be imposed by AFS remittance solution partners or by the beneficiary's financial or telecommunications institution(s) associated with the International Remittance transaction.
- 19.4 **Payments And Delivery of Funds** – Funds are delivered to the Beneficiary in the manner that the User specifies from the list of available delivery options which vary by Destination Country. The User cannot change the delivery options after they complete the transaction online. For cash pick up as a delivery option, funds shall not be disbursed to a recipient unless the Beneficiary presents specified information to verify the Beneficiary's identity. Delivery time for all delivery options is subject to AML and sanction screening compliance checks.

- 19.5 **Foreign Exchange Quotation or Foreign Exchange Rate** – The Foreign Exchange Rate applied on the transaction will be the prevailing rate on the day and/or time when the transaction is initiated. The Foreign Exchange Rate or the Foreign Exchange Quotation applied on the transaction will be displayed on the transaction confirmation page. Foreign Exchange Rates and Foreign Exchange Quotations are subject to change at any time.
- 19.6 **Cancelling Payments** – The User cannot cancel or amend any remittance instructions once confirmed, approved, and processed by the User. Additionally, when the User places a request to cancel an instruction by phone or email after a transaction has been authorized by the User, such cancellation is not guaranteed by AFS.
- 19.7 **Restrictions and Liabilities**
- a) In order to use the International Remittance Service, the User must accept these terms and conditions with AFS. The User agrees that availing the service as a User constitute acceptance by the User to these terms and conditions.
 - b) The registered User agrees to register beneficiary accounts within AFS's systems.
 - c) The User agrees that the beneficiary must be the age of 18 or above.
 - d) Even if AFS has approved the User and User's registered beneficiaries for use of the International Remittance Service, there may still be cases where AFS is unable to process money transfers in accordance with the registered information, due to the restrictions on transactions set forth in the beneficiary country or for other reasons.
 - e) AFS may be liable to the User where AFS fails to perform or incorrectly perform an International Remittance Transaction that is authorized by the User. This means that in the event of a non-executed or incorrectly executed International Remittance Transaction, AFS will refund an amount not exceeding the actual Transaction value to the User and limited to the extent the Transaction was not executed or it was incorrectly executed. The User is entitled to claim a refund of all fees applied to the extent they have been charged or incurred in connection with an unexecuted or incorrectly executed Transaction. The foregoing is the User's sole and exclusive remedy and AFS's sole liability for an amount not exceeding the transaction amount at any time.
 - f) AFS is not liable for any unauthorized or incorrectly executed International Remittance Transactions if the User does not let AFS know about an unauthorized or incorrectly executed transaction within ten (10) calendar days after the date of execution of the transaction
 - g) AFS is not liable for validating beneficiary account details. These are solely the responsibility of the User to ensure that the beneficiary is registered with the correct account details.
 - h) AFS is not liable or responsible for canceling or refunding the International Remittance transaction if the funds were remitted to a beneficiary registered with incorrect account details. That is, AFS cannot cancel or refund funds transferred to an unintended beneficiary as a result of mistake by the User during beneficiary registration.
 - i) AFS will have no liability if AFS fails to perform or incorrectly performs the International Remittance Transaction where the reason was due to events outside of AFS's control or outside of AFS's statutory obligations.

- j) AFS reserves the right to amend, extend or revoke its International Remittance or International Money services.

20. CONTENT AND CONTENT RIGHTS

- 20.1 All content that is made available in the Wallet App or accessible as part of or by the use of the Wallet App (including audio and sound files, data files, images, music, photographs, software, videos, and written text) ("Content") is entirely the responsibility of the originator of such Content. The Content may include advertisements, promotional material and documents or other sponsored Content.
- 20.2 The Content may be protected by proprietary or intellectual property rights of third parties (such as partners, advertisers and sponsors or their agents who provide such Content to AFS). User is not permitted to modify, rent, lease, loan, sell, distribute or create derivative works based on any Content (either in whole or in part) or to grant licenses in the Content.

21. EKYC CONSENT

The User acknowledges and agrees that, upon registration, the User will be required to digitally consent to AFS sharing the User's personal information with The Benefit Company B.S.C. (c) at the time of registration and on a periodic basis for the purpose of verifying the User's KYC information.

22. DISCLAIMER:

IN NO EVENT SHALL AFS OR ITS RESPECTIVE AFFILIATES BE LIABLE TO THE USER OR ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS AS CONSEQUENTIAL DAMAGES), EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES OR COSTS (INCLUDING LEGAL FEES AND EXPENSES) IN CONNECTION WITH THE USE OF THE WALLET, USE OR PERFORMANCE OF, OR INABILITY TO USE, THE WALLET OR SERVICES OR IN CONNECTION WITH ANY CLAIM ARISING FROM THE USE OF WALLET APP or IN CONNECTION WITH THE USE OF THE THIRD PARTY CONTENT, USE OR PERFORMANCE OF, OR INABILITY TO USE, THIRD-PARTY CONTENT OR SERVICES OR IN CONNECTION WITH ANY CLAIM ARISING FROM THE USE OF THIRD-PARTY CONTENT (INCLUDING, WITHOUT LIMITATION, BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE).

THE TOTAL CUMULATIVE LIABILITY OF AFS OR ITS AFFILIATES FOR ALL DIRECT DAMAGES ARISING UNDER ALL CLAIMS IN CONNECTION WITH THE WALLET OR SERVICE, THIRD PARTY CONTENT OR THIRD-PARTY SERVICES, REGARDLESS OF THE FORM OF ACTION (INCLUDING, BUT NOT LIMITED TO, ACTIONS FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, RESCISSION, MISREPRESENTATION AND BREACH OF WARRANTY) SHALL NOT IN THE AGGREGATE EXCEED BD 1,000 FOR ANY CLAIMS FOR ANY USER.

THE PRODUCTS AND SERVICES REFERRED TO HEREIN ARE SUBJECT TO THE TERMS AND CONDITIONS GOVERNING THEM AS SPECIFIED BY AFS FROM TIME TO TIME AT THE WEBSITE OF AFS. NOTHING CONTAINED HEREIN SHALL

CONSTITUTE OR BE DEEMED TO CONSTITUTE AN ADVICE, INVITATION OR SOLICITATION TO PURCHASE ANY PRODUCTS/SERVICES OF AFS. OUR RELATIONSHIP IS GOVERNED EXCLUSIVELY BY THESE TERMS & CONDITIONS AND NO PRESUMPTION OF ANY RELATION OTHER THAN THAT CONTEMPLATED BY THIS DOCUMENT SHALL BE PRESUMED OR EXIST.

23. ELECTRONIC INSTRUCTIONS

All electronic mail ("**email**") instructions from the User in relation to Wallet, BPay Card, or Services (such instructions are hereinafter referred to as the "**Email Instructions**") shall be subject to following conditions:

- a) By sending the instructions by email, User authorises AFS is to accept the Email Instructions appearing to have been received from the User.
- b) AFS may in its absolute discretion and without incurring any liability whatsoever to the User, refuse to act on any email Instruction if AFS has any doubt that the email is not from the User.
- c) Notwithstanding anything herein contained, User shall be under no obligation to enquire into, or confirm the authenticity of, the Email Instruction or to verify any signature in the Instruction and shall be entitled to rely on such Email Instruction.
- d) User shall indemnify AFS and hold AFS harmless from and against all costs, claims, damages, fees and proceedings that may arise or that AFS may suffer or incur by reason of having accepted and acted on any Email Instructions.

Schedule 1
Bpay Card Terms and Conditions

In the addition to the foregoing Terms, use of BPay Card shall be subject to following terms and conditions:

1. FUNDING AND BALANCE ON BPAY CARDS

BPay Cards are linked to Wallet Account and hence limits on funding and balance shall subject to the Terms. BPay Cards will not have any separate balance and will reflect the balance as per Wallet Account and Transactions made through the Wallet and use of the BPay Card.

2. SUPPLEMENTAL CARDS

- 2.1 If User request, AFS may, issue supplementary card(s) ("**Supplementary Card**") linked to User's Wallet Account for User's minor child /children aged between 6 to 17. Supplementary Cards will be issued only after the User has obtained completion of the registration process of the minor child. The minor child must have a valid Bahraini CPR to register for Supplementary Card. Use, cancelation and issuance of Supplementary Card(s) shall be subject to Terms.
- 2.2 The User remains primary owner of the Supplementary Card and shall be solely liable for all liabilities incurred under the Supplementary Card, including any outstanding and or unpaid balances.

3. EXPIRY OF BPay CARD

BPay Card expire within five (5) years from their issuance, unless indicated otherwise on the BPay Card. Notwithstanding this AFS reserves the right to cancel any BPay Card or Supplementary Card(s) at any time. On cancelation, all existing amounts owed by the User to AFS shall become immediately due and payable.

4. SENSITIVE CARD DETAILS

- 4.1 Card details such as full Card number, CVV, PIN are sensitive information and personal to the User. User is prohibited from disclosing any Card details to any third party.
- 4.2 User is not permitted to allow any other person to use BPay Card and User undertakes at all times to safeguard BPay Card and any personal identification number issued, and to keep it under its personal control.
- 4.3 User must notify AFS immediately if it became aware of any disclosure of or access to BPay Card by any third party.

5. INTERNATIONAL TRANSACTIONS:

The value of all Transactions made via BPay Card will be charged to your Wallet Account in the currency of your Wallet Account. Transactions that are effected in currencies other than the currency of Wallet Account will be debited to the Wallet Account after conversion into Wallet Account'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 Wallet Account. 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 Wallet App. The current forex mark-up is 3.5%, which is subject to change.