



ila Terms and Conditions

Data protection and digital

1. Scope

1.1 These terms and conditions (the "Digital Data T&Cs") relate to the use of personal data, the mobile application named "ila" (the "ila App"), and the ila website that are made available to you ("Customer", "you") by Arab Banking Corporation (B.S.C.) acting through its retail branch ("ila") in addition to the respective applicable conditions of use.

1.2 You are advised to read the document carefully and if you have any questions, you may direct these to the ila Contact Centre by phone (+973 17 123 456) or e-mail support@ilabank.com

1.3 The ila App serves primarily to administer your Account, which makes it possible to process transactions using a payment card (the "ila Card"). The ila Website is primarily for information purposes. In addition, we use the ila App and the ila Website to market our own services and products and will continually build up this product range in cooperation with further partners.

2. Definitions

The following terms have the following meanings.

"personal data" or "data" means basic personal information, including name and address, date of birth and contact detail, financial information including account and transactional information and history, any information in any picture of an individual identified, directly or indirectly identifiable, in particular, through his or her personal identification number or one or more of its formal, physiological, intellectual, cultural, economic or social identity. To determine whether an individual is capable of knowing, all means used by the Data Manager or any other person, or which may be available to them, shall be taken into consideration.

"Processing" means any process or group of operations that is performed on personal data by automated or non-automated means, including the collection, recording, organization, classification, storage, modification, retrieval, use or disclosure of such data by transmission publishing, transmitting, making available to others, merging, blocking, wiping or destroying them.

"Data Manager" means a person who decides, individually or in association with others, purposes and means of Processing data in connection with the ila App and the ila Website as well as in connection with any further ila products and/or services.

3. Application

3.1 These Digital Data T&Cs apply to the services and products offered by ila. Furthermore, we would like to inform you about what personal data we collect, process, and use.

3.2 Our agreement with you comes into existence when we make it possible for you to log into the ila App, (acceptance) according to the required data you give when registering (offer). Upon activation by us, a contractual agreement between us and you comes into existence including on the basis of these Digital Data T&Cs. Before giving your offer, you have the opportunity, using the Back button on your browser or smartphone/tablet, as well as using control elements in the ila App, to change the data entered, or to completely abort the registration. Your contract with us will be concluded in English. You have the opportunity to call up the contractual provisions, inclusive of these Digital Data T&Cs, when concluding the contract, and to store them in reproducible form. No separate storage of the contract text will be done by us.

4. Functionality

4.1 The ila App serves for administration of the Accounts offered by us as well as for the rendering of any other services agreed to with you.



4.2 The ila App as well as the ila Website is protected by intellectual property laws, such as copyright law and trademark law. These rights in relation to you are exclusively reserved to us.

4.3 We grant you, exclusively to fulfil the purpose of our contractual relationship with you, the limited, non-exclusive, non-transferable and sub-licensable right, restricted to the period of your contractual relationship with us, to use the ila App and the ila Website in accordance with the provisions. The right of use expires upon expiration of the term of the contract.

4.4 The Customer is not entitled to (i) rent, lease, lend, reproduce, resell or distribute the ila App or the ila Website, or access to them; (ii) use the ila App or the ila Website for the development of other services; (iii) activate or use the functionalities of the ila App or the ila Website for which no rights of use have been granted to him or her; (iv) assign the usage rights to the ila App or the ila Website to third parties, or grant third parties access to the ila App or the ila Website; (v) alter, translate, reproduce, or decompile the source code of the ila App or of the ila Website, or investigate the functions thereof; and (vi) remove, conceal or alter legal information, in particular concerning industrial property rights or copyrights of ila.

5. Duties of the user

When using the ila App or the ila Website, you are not allowed to perform any illegal actions or breach any applicable laws, in particular not to do the following: infringe industrial property rights, copyrights or intellectual rights of third parties; in your usage behaviour, make defamatory, racist or offensive statements, or undertake such actions; transmit contents which contain viruses, Trojan horses, spyware, adware, malware or other damaging or harmful programmes; distribute unwanted advertising (spam) or any other form of nuisance.

To ensure the privacy and security of your personal data, you must keep your mobile phone or tablet and all passcodes and passwords confidential and ensure nobody can observe your mobile phone or tablet when you sign into the ila App. You are solely responsible for maintaining the confidentiality and security of your mobile phone or tablet and any information on your mobile phone or tablet and/or accessible through the ila App. ila shall not be liable for any loss or damage arising out of or in connection with your failure to do so.

Some devices allow you to use your fingerprint or face identification ("Face ID") for logging into the ila App. If you enable this feature, then anyone whose fingerprint or "Face ID" is registered on your mobile device or tablet may be able to log into the ila App and access your accounts. Therefore, you must not activate this feature if you allow other people to access your mobile device or tablet using their fingerprint or Face ID. You should delete any other fingerprints or Face ID registered on the device first; otherwise, transactions made by anyone else who has their fingerprint or Face ID registered on the device will be treated as being authorised by you.

Do not install or use the ila App on a "jail-broken" or "rooted" mobile device. These have had their security features changed in order to function, which makes them less secure, and means that fraudsters could access your mobile device or tablet and steal your information or money.

ila cannot guarantee the privacy or confidentiality of any information, personal data or otherwise, communicated by mobile, and by using the ila App you accept that communications may not be free from interference by third parties and may not remain confidential.

6. Compensation

Compensation for our products and services can be found in the "Schedule of fees and charges" which you can be retrieved on the ila Website. Provided nothing else is specified, no compensation will be due for the use of the ila App and the ila Website.

7. Data protection

ila respects the privacy and data protection rights of its customers and it is committed to protecting their personal data.

7.1 Collection, Processing and use of your personal data

We collect, process and use your personal data in order to manage your account, to provide our products and services to you and to meet our legal and regulatory obligations in harmony with the applicable statutory provisions including, without limitation, the Bahrain Personal Data Protection Act (Law No. 30 of 2018). ila may



also obtain data, including personal data, related to you from the Bahrain Information & eGovernment Authority and/or its affiliates. All of the personal data collected, processed, and used under our responsibility are stored exclusively for the purpose of fulfilling our contractual relationship with you, and not longer than is required for this purpose. We may also share your information with our trusted third parties for the purposes mentioned above. Certain features such as "Branch Finder" and "ATM Finder" which may process your geolocation data and share this data with service providers such as Google Maps.

More detailed information on how and why ila uses customer information, including the rights in relation to your personal data, and ila's legal grounds for using it, may be found in our Privacy Policy.

7.2 Cloud storage

ila may store and process personal data across multiple locations including, but not limited to, locations administered by cloud service providers on servers physically located within Bahrain and outside of Bahrain. In each case your personal data will be stored in accordance with the Bahrain Personal Data Protection Act (Law No. 30 of 2018).

7.3 Purchase of the ila App

The ila App is dependent on the smartphone used by you which is obtainable over third party sales platforms ("app stores"). Your purchase presupposes a prior registration in the app store concerned. We have no influence on the collection, Processing and use of personal data by the relevant app store operator.

Registration with any app store may allow such platforms to collect or share data about you. We do not control these third party platforms and are not responsible for their privacy statements or data Processing activities. We encourage you to read the privacy notice of the relevant app store or platform.

7.4 Handling and review of your data; right to information; questions on data protection

At any time, you can view your personal data in the ila App. You can also subsequently change your own password. In order to modify or change further personal data, please get in touch with our Customer Support department: support@ilabank.com

Further, you can at any time demand information about the personal data stored which relates to you personally, as well as its origin and recipients and the purpose for which it is being stored.

7.5 Otherwise, for the collection, use and Processing of personal data, the ila data privacy policy applies.

8. Term of contract; Termination

Your contractual relationship with us runs indefinitely. It ends automatically with the end of your contract for the Account offered by us and administered with the ila App, if nothing else has been agreed to with you. With the end of our contractual relationship with you, all of the rights of use granted to you in accordance with these Digital Data T&Cs likewise end.

8.1 Customer's right of termination

The termination rights of the Customer are captured in Clause 15 (Termination rights of the Customer) of the "Basic rules governing the relationship".

8.2 Termination right of ila

ila's termination rights are captured in Clause 16 (Termination rights of ila) of the "Basic rules governing the relationship".

9. Liability

9.1 We shall be liable without restriction for damages arising from injury to life, limb or health, which rests on a breach of duty by us, a legal representative, or auxiliary of us, which are caused by the absence of guaranteed quality by us or malicious behaviour on the part of us, as well as for damages that were caused by premeditation or gross negligence on the part of us or of a legal representative or auxiliary of us.

9.2 In the event of a breach of significant contractual duties due to gross negligence, we shall be liable except in the cases listed in clause 8.1, with the amount to be limited to foreseeable damages typical under the contract. Significant contractual duties are abstractly those duties whose fulfilment makes it possible in the first place to



implement a contract in orderly fashion, and upon whose observance the contractual parties may regularly rely.

9.3 Otherwise liability on the part of ila is excluded.

10. Amendment of the Digital Data T&Cs

10.1 We will inform you about an amendment to the Digital Data T&Cs at least one month before the time at which such amendments become effective ("amendment offer"). If you do not agree with the amendments, you can terminate the contract until the point of time the amendments take effect without any prior notice. Otherwise your consent is considered to have been given to the amendments with effect as of the point in time named in the communication of amendment. In the amendment offer, we will inform you about your right of termination as well as the timeframe for termination. Please note that in case of a termination, use of the Accounts through the ila App will no longer be possible.

10.2 For an amendment of the "Schedule of fees and charges" referenced in clause 5 (Compensation) of these Digital Data T&Cs, clause 9.1 of these Digital Data T&Cs applies accordingly.

11. Governing law

Bahrain law applies to these Digital Data T&Cs.

(Version 1.0, Date: 22 July 2019)