

## Updated on 22<sup>nd</sup> January 2025

These terms and conditions ('**Terms**') shall govern the relationship between You and the Bapco Energies B.S.C. (Closed) or its companies, subsidiaries and/or affiliates (collectively '**Bapco Energies**', '**we**', '**our**' or '**us**') when You use any of the Services.

### 1 **Definitions and interpretation**

In this document the following terms have the following meanings unless inconsistent with the context:

**Cardholder** means the authorised bearer of the Sadeem Card.

**Accountholder or Accountholder(s)** means a person or corporate entity (whether incorporated or not), in whose name a Sadeem Card account is maintained by Bapco Energies, the Sadeem Card issuer; Accountholder is the responsible person or entity for all transactions made by the Cardholder.

**Corporate Account** means a Corporate Prepaid Account, Corporate Credit Account, Corporate Debit Account.

**Individual Prepaid Account** is a type of an account issued for individual Customers where the balance is handled on the card level.

**Corporate Prepaid Account** is a type of account issued for corporate Customers where the balance is handled on the card level.

**Corporate Credit Account** is a type of an account issued for corporate Customers where the Customer has a limit based on an assigned Bank Guarantee as credit limits which uses invoicing modules for the consumed amounts based on periodical durations that can be one week, biweekly or one month.

**Corporate Debit Account** is a type of an account issued for corporate Customers where the account balance is handled at the central fund level, where the cards share the same balance with a specific limitation based on Customer requirements.

**Services** means all services supplied by Bapco Energies related to these Terms, including but not limited to Sadeem Card applications, amendments, payments, etc.

**Virtual Card** means a Sadeem Card which is: (i) available only electronically without a Physical Card which can be used only under an Individual Prepaid Account based on the fees identified in the Fee Structure; and (ii) can be used only at available mobile applications like BenefitPay and the Sadeem mobile app (if applicable).

**Physical Card** is a Sadeem Card which is primed and personalized to the Customer, it can be using smart technology (for Stations) and contactless technology (for bulk top loading facility) based on the available technology supplied by Bapco Energies at the time of the personalization, card technology used can be different from one account type to another.

**BenefitPay** is an application that allows users to pay and transfer funds only by using their smart devices in Bahrain in a fast, secure, and convenient manner. For the purposes of these Terms, it can be used also to pay fuel using Virtual Cards which are electronically registered or added in the BenefitPay app.

**Sadeem mobile app** is an application that allows users to view their accounts, top-up their Sadeem Cards and do some limited Services related to Sadeem Cards.

**Bank Guarantee** is a legal guaranteed paper which can only be supplied from a bank or financial entity to Accountholders who are willing to apply for a credit customer facility within Bapco Energies. Bapco Energies will have the right to use such paper in the event that the Accountholder fails to pay Bapco Energies invoices within the specified agreed durations as per the credit facility application form or as per an agreement signed with Bapco Energies.

**Bank Guarantee Amount** is the value of the Bank Guarantee which Bapco Energies requests from the relevant Accountholder to cover most cases and shall be for an amount of at least 1.5 times of the total one-month BD consumption value of the Customer.

**Privacy Policy** means the Bapco Energies privacy policy that sets out the basis on which any personal data that Bapco Energies collects from You will be processed, as set out in Annexure 1.

**Sadeem Card** means the card issued by Bapco Energies under these Terms which can be used as a payment method for fuel at a Station.

**Station** means a Bapco Energies service station in Bahrain where the Sadeem Card may be used.

**Terms** means these terms and conditions, as may be varied by Bapco Energies from time to time.

**Website** means <http://www.sadeemcards.com>.

**You or Customer** means the Accountholder who accepts and enters into these Terms. **You** shall have a corresponding meaning.

**Digital Platform** means the electronic channels and e-services that are available for Sadeem Card users.

**PIN** means a Personal Identification Number.

**Fees Structure** means the following fee structure to be applied to each Accountholder based on the relevant account, Sadeem Card and Service type:

Account Type	Technology Offered	Service Type	Fees in BD
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Individual Prepaid	Virtual Cards	New Application	0
Individual Prepaid	Virtual Cards	Renewal Services	0
Individual Prepaid	Physical Card - Smart	New Application	3
Individual Prepaid	Physical Card - Smart	Yearly Automated Renewal Services	2
Individual Prepaid	Physical Card - Smart	Amendment	1
Individual Prepaid	Physical Card - Smart	Lost/damaged/replacement/expired Reissue Service	3
Corporate Prepaid	Physical Card - Smart, CONTACTLESS	New Application	5
Corporate Prepaid	Physical Card - Smart, CONTACTLESS	Yearly Automated Renewal Services	3
Corporate Prepaid	Physical Card - Smart, CONTACTLESS	Amendment	1
Corporate Prepaid	Physical Card - Smart, CONTACTLESS	Lost/damaged/replacement/expired Reissue Service	5
Corporate Credit	Physical Card - Smart, CONTACTLESS	New Application	5
Corporate Credit	Physical Card - Smart, CONTACTLESS	Yearly Automated Renewal Services	3
Corporate Credit	Physical Card - Smart, CONTACTLESS	Amendment	1
Corporate Credit	Physical Card - Smart, CONTACTLESS	Lost/damaged/replacement/expired Reissue Service	5
Corporate Debit	Physical Card - Smart, CONTACTLESS	New Application	5
Corporate Debit	Physical Card - Smart, CONTACTLESS	Yearly Automated Renewal Services	3
Corporate Debit	Physical Card - Smart, CONTACTLESS	Amendment	1
Corporate Debit	Physical Card - Smart, CONTACTLESS	Lost/damaged/replacement/expired Reissue Service	5

2

General

- 2.1 These Terms govern the use of the Sadeem Card and are to be read in conjunction with Bapco Energies' Privacy Policy.
- 2.2 Any forms referred to in these Terms, including the corporate application form, service notification form and credit facility form, mean the relevant forms available on the Website.

2.3 Any use of the Sadeem Card is considered as acceptance of these Terms and the Privacy Policy (including any amendment or variation of such Terms).

2.4 Bapco Energies may at any time, and at its sole and absolute discretion:

2.4.1 suspend, terminate, cancel, withdraw, amend, or vary the Sadeem Card.

2.4.2 substitute the Sadeem Card with alternative products; or

2.4.3 suspend Your access to the Sadeem Card.

3 Any changes to these Terms with regards to fees or charges of Sadeem Card Services will be published and/or announced on the available communication channels. It is the Accountholders responsibility to keep their latest contact details updated. In the event of no objection raised by the Accountholders against the announced changes made to the Terms, it will be considered as agreed and accepted. Accountholders have the right to reject the new Terms by requesting cancellation of their accounts in writing to Bapco Energies on [Sadeem@bapcoenergies.com](mailto:Sadeem@bapcoenergies.com)

4 Sadeem Card Accounts

4.1 A Sadeem Card may be linked to one of the following accounts:

4.1.1 Private Prepaid Account;

4.1.2 Corporate Prepaid Account;

4.1.3 Corporate Credit Account;

4.1.4 Corporate Debit Account;

5 Sadeem Card Applications and Requirements

5.1 Individual Prepaid Account

5.1.1 For new Physical Card Customers, an applicant must complete a new application form, provide a copy of a valid CPR card, and pay a registration fee of BD 3. New Customers may apply for a Sadeem Card at the Sadeem Head Office, Stations, Website and mobile application, self-service kiosks, or selected banks branches.

5.1.2 For new Virtual Card Customers, an applicant must complete a new application form provided in BenefitPay / the Sadeem mobile app (if applicable) by attaching CPR details and filling up the minimum required data to issue immediate Virtual Card added to Your BenefitPay / Sadeem mobile app (if applicable). You will not be required to pay any registration fees, however Bapco Energies has the right to apply fees at any point of time after a notification sent to Accountholders.

5.1.3 Existing Customers Physical Cards can be added and used through virtual mobile facility BenefitPay or Sadeem mobile app (if applicable).

- 5.1.4 Mobile Customer users have to follow the safety rules and guidance given within Stations about the instructions made against usage of mobiles within Station facilities.
- 5.1.5 The Cardholder must follow the correct process in paying for his or her transaction in the correct Station and correct pump. In the event the Cardholder pays in the wrong Station or pump mistakenly, Bapco Energies may not be able to adjust / refund those mistaken paid transactions unless the payment for the wrong Station or pump has been recovered from the correct Customer. Customers will still remain responsible for paying their correct transaction regardless of whether their mistaken transaction is refunded or not. The Accountholder is liable for all transactions made by the Cardholder.
- 5.1.6 Card validity is three (3) years with automated yearly renewal service fees of BD 2 each year, deducted automatically on the second and third year of such validity period.
- 5.1.7 For reissuance / replacement of a Physical Card, an applicant must complete a service notification form, provide a copy of a valid CPR card, and pay a registration fee of BD 3. Customers may renew a Sadeem Card at the Sadeem Head Office or selected Stations.
- 5.1.8 For amendment of Services, an applicant must complete a service notification form and pay a fee of BD 1 per amendment. Customers may apply for amendment Services at the Sadeem Head Office, Website and mobile application or self-service kiosks.
- 5.2 Corporate Prepaid Account
  - 5.2.1 For new Customers, an applicant must complete a new corporate application form, provide a copy of a valid CR, provide a copy of a valid CPR card of the owner or authorised personnel, and pay a registration fee of BD 5. New Customers may apply for a Sadeem Card at the Sadeem Head Office or online through the Website.
  - 5.2.2 Card validity is three (3) years with automated yearly renewal service fees of BD 3 each year, deducted automatically on the second and third year of such validity period.
  - 5.2.3 For reissuance / replacement of a Physical Card, an applicant must complete a service notification form, provide a copy of a valid CR, and pay a registration fee of BD 5. Customers may renew a Sadeem Card at the Sadeem Head Office or online through the Website.

5.2.4 For amendment of Services, an applicant must complete a service notification form and pay a fee of BD 1 per amendment. Customers may apply for amendment Services at the Sadeem Head Office, by sending an email request from an authorized person or online through the Website.

### 5.3 Corporate Credit Account

5.3.1 For new Customers, an applicant must complete a new corporate application form, complete a credit facility form, provide a Bank Guarantee with a Bank Guarantee Amount, provide a copy of a valid CR, provide a copy of a valid CPR card of the owner or authorised personnel, and pay a registration fee of BD 5. New Customers may apply for a Sadeem Card at the Sadeem Head Office.

5.3.2 Card validity is three (3) years with automated yearly renewal service fees of BD 3 each year, deducted automatically on the second and third year of such validity period.

5.3.3 For reissuance / replacement of Physical Card, an applicant must complete a service notification form and pay a registration fee of BD 5. Customers may renew a Sadeem Card at the Sadeem Head Office or by sending an email (Sadeem@bapcoenergies.com) request from an authorized person.

5.3.4 For amendment of Services, an applicant must complete a service notification form and pay a fee of BD 1 per amendment. Customers may apply for amendment Services at the Sadeem Head Office or by sending an email (Sadeem@bapcoenergies.com) request from an authorized person.

5.3.5 In the event a customer has not paid his invoices within the due date by a maximum of fifteen (15) days from the invoice date or any other agreed duration (if applicable) based on the Customer agreement / credit facility terms, Bapco Energies has the right to add a 1% charge on the overdue amount. Additionally, Bapco Energies have the right to stop the account and take further legal actions if applicable.

5.3.6 A Corporate Credit Account may stop functioning if pending invoices have reached the Bank Guarantee Amount, or if the Bank Guarantee has expired.

### 5.4 Corporate Debit Account

5.4.1 For new Customers, an applicant must complete a new corporate application form, provide a copy of a valid CR, provide a copy of a valid CPR card of the owner or authorised personnel, and pay a registration fee

of BD 5. New Customers may apply for a Sadeem Card at the Sadeem Head Office.

5.4.2 Card validity is three (3) years with automated yearly renewal service fees of BD 3 each year, deducted automatically on the second and third year of such validity period.

5.4.3 For reissuance / replacement of a Physical Card, an applicant must complete a service notification form and pay a registration fee of BD 5. Customers may renew a Sadeem Card at the Sadeem Head Office or by sending an email request from an authorized person.

5.4.4 For amendment of Services, an applicant must complete a service notification form and pay a fee of BD 1 per amendment. Customers may apply for amendment Services at the Sadeem Head Office or by sending an email request from an authorized person.

5.5 Bapco Energies may decline an application for a Sadeem Card and/or an account at its sole discretion.

## 6 Sadeem fees and charges

6.1 Bapco Energies shall be entitled to charge the Accountholder various charges and penalties including (without limitation) an annual administration charge for each Sadeem Card issued to it, based on defined charges on each Customer type as specified in the definition of Fee Structure in clause 1.1 of these Terms. The annual administration charge and any other charges or penalties may be varied from year to year. Bapco Energies shall notify the Accountholders in advance of any such variations based on the available updated contact details.

6.2 Sadeem Cards linked to a Corporate Account must be replaced every three (3) years and the Accountholder shall pay an administration charge of BD 5 for each replaced Sadeem Card.

6.3 Bapco Energies shall apply fees and charges against the Accountholder in case of Sadeem Card amendments, reissues, and renewals.

6.4 All fees and charges due to Bapco Energies applied on the Accountholder are non-refundable.

## 7 Sadeem Card Issuance and Delivery

7.1 Approved Sadeem Cards will be delivered by the method of delivery chosen by the Accountholder in the application form.

7.2 The Accountholder shall be responsible for safe delivery of the Sadeem Card to its authorized Cardholder(s).

- 7.3 When collecting Your Sadeem Card, you may be required to present documentation confirming Your identity. Failure to collect Your Sadeem Card may result in said card being terminated. In the event that the Accountholder fails to collect their Sadeem Cards six (6) months from the date of its issuance, Bapco Energies has the right to destroy said cards without refunding any fees involved in the process of issuance.
- 7.4 All Sadeem Cards are issued by and shall remain the property of Bapco Energies.
- 7.5 The Sadeem Card must be promptly returned to Bapco Energies on request and may be retained at any time by Bapco Energies or any person acting on Bapco Energies' behalf.

## 8 Use of the Sadeem Cards

- 8.1 Use of a Sadeem Card shall be in strict accordance with these Terms.
- 8.2 The Sadeem Card is a prepaid card which is reusable and has to be loaded with money prior to usage.
- 8.3 The Sadeem Card may only be used by the Accountholder or authorised Cardholder to obtain petroleum fuels and lubricants from a Station which accepts Sadeem Cards.
- 8.4 A Sadeem Card may not be used after its expiry date. An Accountholder shall, on the day after such expiry date, destroy an expired Sadeem Card or procure that the same is done by the Cardholder, unless Bapco Energies instructs the Accountholder to return the Sadeem Card.

## 9 Sadeem Card Security Features

- 9.1 You will need to authorise transactions, and this may include the use of PINs (if applicable), vehicle / production and limit restrictions, card readers, card verification, signature or contactless technology. Your account will be charged with all transactions made using Your Sadeem Card. We also may use other security features including the following (as may be updated from time to time):
- 9.1.1 PIN (if applicable);
  - 9.1.2 the name of the Station with the date and time of the visit will be captured by Bapco Energies each time the Sadeem Card is used;
  - 9.1.3 the Accountholder will be able to restrict the Sadeem Card to only one vehicle;
  - 9.1.4 the Accountholder will have the option to require the vehicle registration number be recorded each time the Sadeem Card is used;
  - 9.1.5 the Accountholder will be able to restrict the fuelling transactions using a Sadeem Card to a specific number of transaction / visits per week;

- 9.1.6 the Accountholder will be able to restrict the fuel which can be purchased using a Sadeem Card to one or more specific types (Jayyid, Mumtaz, Super 98, Diesel or Kerosene);
- 9.1.7 the Accountholder will be able to restrict the amount of payment used against the Sadeem Card by various types of periodical limits either by quantity or by amount;
- 9.1.8 Bapco Energies have the right to dictate product quantity limits on special Customers including limiting the purchase of subsidized kerosene or bulk diesel top loading facility Customers based on the document supplied by Customers.

## 10 Lost or Stolen Sadeem Cards

- 10.1 The Accountholder and Cardholder shall take all reasonable care and precaution to prevent loss, theft or mutilation of a Sadeem Card.
- 10.2 The Cardholder shall not disclose the PIN of the Sadeem Card to any unauthorized person.
- 10.3 If the Accountholder has reason to believe that a Sadeem Card is lost, stolen, duplicated or has not been received when due, the Accountholder must immediately notify Bapco Energies, at such address or telephone number as Bapco Energies may specify from time to time. Where notification has been given orally, the Accountholder shall confirm this by notification in writing within two (2) working days thereafter.
- 10.4 Upon receipt of such notification Bapco Energies will take all reasonable action to prevent fuel being drawn against said Sadeem Card but the Accountholder shall remain liable for all transactions for a period of five (5) working days after the date of notification.
- 10.5 If at any point after notification that a Sadeem Card is lost, stolen or duplicated, that Sadeem Card is used by the Cardholder, the Accountholder will remain liable for such transactions.
- 10.6 The Accountholder shall give Bapco Energies all reasonable assistance to investigate the loss, duplication or theft of any Sadeem Card and to assist Bapco Energies to recover said Sadeem Card.

## 11 **Sadeem Card Financial Limits and Security**

- 11.1 For Sadeem Cards linked to a Corporate Credit Account, Bapco Energies will determine the maximum amount of fuel purchases made, whether invoiced or not, that can be outstanding on Your account at any time. This limit is determined,

and may be revised at any time, by Bapco Energies in its sole discretion. Bapco Energies will communicate the limit to You from time to time and upon request.

11.2 Bapco Energies may, in its sole discretion, determine proprietary security limits (such as a maximum value per transaction, a maximum value for all transactions per Sadeem Card over a period of time or a maximum number of transactions per Sadeem Card over a period of time), above which transactions may be refused or Sadeem Cards may be blocked. These limits are determined, and may be revised at any time, by Bapco Energies in its absolute discretion. Bapco Energies will communicate the limit to You from time to time and upon request.

11.3 An Accountholder of a Corporate Credit Account will need to provide and maintain a Bank Guarantee with a value to be determined by Bapco Energies. This Bank Guarantee shall be of a type, form, and issuer as Bapco Energies may specify from time to time in its sole discretion.

11.4 Bapco Energies may request the Accountholder to increase the amount of the security deposit or to provide an additional security if Bapco Energies, in its sole discretion, considers that this is required to guarantee the Accountholder's current or future payments to Bapco Energies.

11.5 If the Accountholder fails to provide or maintain the required Bank Guarantee or any additional security, Bapco Energies is entitled to block the Sadeem Cards under that account.

11.6 Failure to provide or maintain at all times adequate securities (including the required Bank Guarantee) shall immediately make all sums owed by the Accountholder to Bapco Energies (whether already invoiced or not) on any account whatsoever immediately and automatically due and payable. The Accountholder shall ensure that Bapco Energies will have the option to call on the security until at least 6 (six) months from the end of the month after termination of these Terms.

11.7 The Accountholder undertakes to inform Bapco Energies in writing of any changes to the Accountholder's status requiring registration with the court within 5 (five) working days from the decision on the change, enclosing a copy of the relevant document.

## 12 Invoices and Statements

12.1 Where fuel purchases are made using Your Sadeem Card on a credit basis, Bapco Energies shall issue an invoice every month.

12.2 Bapco Energies reserves the right in its absolute discretion to levy an administration fee and/or any other charges on the drawings on an invoice(s)

and/or invoices for any reason including late payment, to reflect any variation in the market or economy or the rejection or cancellation of any direct debit.

- 12.3 At its sole discretion, and at any time, Bapco Energies has the right to revise or withdraw any credit that may have been granted to the Accountholder. Notwithstanding any other remedies available to Bapco Energies, in the event that credit is withdrawn, all amounts then due and owing, for whatever reason, whether already invoiced or not, shall become immediately payable, and any future sales by Bapco Energies to the Accountholder shall be with pre-payment or fully covered by a security, at Bapco Energies' option.

## 13 Payment

- 13.1 The Accountholder shall be liable to pay for all petroleum, fuels and lubricants drawn against its Sadeem Card(s).
- 13.2 The payment method for each account type is as follows:
- 13.2.1 Private Prepaid Account  
Funds will have to be loaded first before the Sadeem Card can be used. The Sadeem Card can be topped up in any of the participating Stations, via EFTS, online, mobile application, Sadad kiosks, Tam kiosks and at the Sadeem Card office in Awali.
- 13.2.2 Corporate Prepaid Account  
Funds will have to be loaded first before the Sadeem Card can be used. The Sadeem Card can be topped up in any of the participating Stations, via EFTS, online, mobile application, Sadad kiosks, Tam kiosks and at the Sadeem Card office in Awali.
- 13.2.3 Corporate Credit Account
- (a) A daily, weekly or monthly expenditure limit will be agreed before issuing the Sadeem Cards. At the end of the month, an invoice will be generated and sent to the Accountholder.
- (b) Payment for any invoice issued shall be made within 30 days of the date of such invoice.
- (c) We may charge You interest if You do not make a payment by the date in which it becomes due and may utilise the Bank Guarantee at our sole discretion.
- (d) Disputed invoices shall be paid in full by the Accountholder by the due date. If consequently the parties agree that such invoice needs to be corrected with a certain amount, Bapco Energies will promptly issue a credit note and repay

such amount or set it off against any amounts due to Bapco Energies from the Accountholder.

- (e) Bapco Energies shall provide the Accountholder with details of its Sadeem Card consumption every month or at such other intervals as may be appropriate.

#### 13.2.4 Corporate Debit Account

An amount will be deposited in a central account by cash or online.

Sadeem Cards will be issued with daily, weekly or monthly limits and the cards usage will be deducted directly from the central account balance.

- 13.3 Bapco Energies may, at its sole discretion, change the available payment channels.

- 13.4 Bapco Energies may vary the invoicing and/or payment terms set out in these Terms, including: (i) changing the day on which invoices are issued; (ii) changing the frequency at which invoices are issued; and (iii) varying the number of days within which the Accountholder is required to pay the invoices.

- 13.5 All fees, charges, or amounts specified in these Terms and Conditions, or in any document, notice, invoice, or communication issued by Bapco Energies in connection with the Services, are exclusive of Value Added Tax (VAT) or any similar taxes. Where applicable, VAT shall be charged in addition to the specified amounts at the prevailing rate and shall be payable by the Accountholder in accordance with applicable tax laws.

## 14 Termination

- 14.1 Your agreement has no fixed or minimum duration, and You can close Your account at any time by contacting us on [sadeem@bapcoenergies.com](mailto:sadeem@bapcoenergies.com). Each Sadeem Card is usually valid for three (3) years from the date of issuance. Bapco Energies may restrict or suspend Your account without notice and at any time where there is reasonable belief of:

- 14.1.1 any abuse or attempted abuse of the Sadeem Card;

- 14.1.2 any breach or attempted breach of these Terms; and/or

- 14.1.3 any behaviour that involves theft, misconduct, abusive or offensive behaviour, or supplying false or misleading information.

- 14.2 Bapco Energies may terminate Your Sadeem Card(s) immediately and send written notification to the Accountholder if:

- 14.2.1 there is a material breach of these Terms by the Accountholder and the Accountholder fails to remedy such breach within thirty (30 days) of receiving written notice from Bapco Energies;

- 14.2.2 liquidation, bankruptcy, or compulsory composition proceedings have been instituted against the Accountholder;
  - 14.2.3 the Accountholder fails to make the payment by the due date set out in an invoice; or
  - 14.2.4 Bapco Energies or the Accountholder becomes the subject of a change of control.
- 14.3 Bapco Energies shall be entitled to terminate a Sadeem Card(s) for convenience upon providing the Accountholder with thirty (30) days' written notice.
- 14.4 An Accountholder shall be entitled to terminate any or all of the Sadeem Card(s) associated with its account upon thirty (30) days' written notice to Bapco Energies. The Accountholder is required to return the terminated Sadeem Card(s) to Bapco Energies with the magnetic stripe or chip cut through. The Accountholder will remain liable in respect of all transactions made with a terminated Sadeem Card(s), prior to receipt of the Sadeem Card(s) by Bapco Energies.
- 14.5 Termination of a Sadeem Card shall be without prejudice to the Accountholder's liability in respect of the use of the Sadeem Card prior to its suspension or withdrawal.

## 15 Consequences of Termination

- 15.1 Upon termination of Sadeem Card(s), the Accountholder:
- 15.1.1 shall return all Sadeem Cards to Bapco Energies by registered mail within fourteen (14) days from the termination, unless instructed otherwise by Bapco Energies;
  - 15.1.2 shall immediately pay all amounts due in accordance with these Terms (including the payment of invoices issued after the date of termination of the account and/or Sadeem Card(s));
  - 15.1.3 shall remain fully liable, without limitation, for any use and/or abuse of terminated Sadeem Card(s) in accordance with the provisions of these Terms until Bapco Energies receives all of the Accountholder's terminated Sadeem Cards (unless otherwise instructed by Bapco Energies);
  - 15.1.4 shall, if required by Bapco Energies, destroy all Sadeem Cards, meaning cutting the Sadeem Cards' magnetic stripe or chip and provide proof of destruction containing all Sadeem Card numbers and the names of the relevant Cardholders, confirming that all the terminated Sadeem Cards have been destroyed. The Accountholder shall remain fully liable, without

limitation, for all events of Sadeem Card use and/or abuse before the Sadeem Cards are destroyed.

15.2 If there is a credit balance on Your account when it is closed or we receive a credit to Your account after it is closed, we will return it to You. If we cannot do this, the balance will be removed from Your account and placed into a holding account. You can contact us to retrieve the balance at any time after the date Your account was closed.

## 16 Refund & Liability policies

16.1 All administration fees paid to Bapco Energies are non-refundable.

16.2 Any refunds due to the Accountholder shall be applied first in settlement of any outstanding amounts due to Bapco Energies.

## 17 Disputes

17.1 These Terms are governed by the laws of the Kingdom of Bahrain.

17.2 In the event of any dispute You agree to submit to the exclusive jurisdiction of the courts of the Kingdom of Bahrain.

17.3 The parties shall first attempt to settle any disputes amicably. If the parties fail to resolve such dispute within a period of 21 days from the date the dispute is raised, then either party may refer the dispute to be finally resolved by the courts of the Kingdom of Bahrain.

17.4 For the avoidance of doubt, any dispute in relation to an invoice shall be raised by the Accountholder within 28 days of the date of invoice.

## 18 Variations

18.1 Bapco Energies may vary, add to or delete any of these Terms at any time subject to the requirements of statute. Bapco Energies will notify all Accountholders of any changes to these Terms based on the available updated contact details.

18.2 The use of any Sadeem Card or Digital Platform after notification of any variation to these Terms or the imposition of new terms and conditions shall be deemed to be an acceptance of the variation or new terms and conditions by the Accountholder.

18.3 These Terms, as amended, varied, or supplemented from time to time, supersede any earlier terms and conditions issued by Bapco Energies.

## 19 Transfer of Rights and Obligations

19.1 These Terms are personal to the Accountholder and the latter may not pledge, transfer, or change any of its rights, interests or obligations arising from these Terms without Bapco Energies' prior written consent.

19.2 Bapco Energies may, in its sole discretion and without the Accountholder's consent, pledge, transfer, novate or change any of its rights, interests or obligations arising from these Terms.

## 20 Notices

20.1 Publication of any variation or addition to these Terms by such means as Bapco Energies may select shall constitute effective notice to the Accountholder, provided that Bapco Energies notifies the Accountholder in advance that such a publication has taken place on the Accountholder's available updated contact details.

## 21 Offers, promotions and competitions

21.1 A list of loyalty programs, exclusive offers and promotions to Accountholders is available on our Instagram page.

21.2 Bapco Energies may, at its sole discretion, change, add, suspend, cancel, remove or otherwise modify the offers, promotions and competitions offered in connection with the Sadeem Card at any time without prior notice.

21.3 Bapco Energies may run raffles, competitions and offer other Services (as found on the Sadeem Card Instagram page, Website or any other means) and separate terms may apply.

## 22 Update and maintenance

22.1 For any reason and at any time, Bapco Energies reserves the right to carry out maintenance, repairs or improvements on the Sadeem Card(s) infrastructure to improve the proper and necessary functions.

22.2 Bapco Energies shall not be liable for any losses which may arise due to the inability to access account(s) on the Digital Platform or use of Sadeem Cards at Stations during any period of upgrade or maintenance.

## 23 Data Protection

23.1 Personal details provided to Bapco Energies or other Bapco Energies affiliated companies will only be used in accordance with our Privacy Policy. Please read this carefully before proceeding. By providing Your personal details to us You are consenting to its use in accordance with our Privacy Policy.

## 24 Intellectual Property

25 The copyright and any other intellectual property rights in relation to the Sadeem Card belong to Bapco Energies or to such third parties as may have licensed intellectual property or other rights to Bapco Energies (whether in relation to software or otherwise), all rights reserved. Except solely for Your own personal and non-commercial use and provided You keep intact all and any copyright and proprietary notices, no part of the Sadeem Card may

be copied, adapted, modified, distributed, transmitted, displayed, performed, reproduced or published without the prior written permission of Bapco Energies.

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### **Bapco Energies' Rights**

- 26.1 Bapco Energies shall not be liable under or in connection with these Terms for any indirect or consequential cost, expense, loss or damage even if such cost, expense, loss or damage was reasonably foreseeable or might reasonably have been contemplated by the Accountholder, Bapco Energies or its agents, and whether arising from breach of contract, tort, negligence, breach of statutory duty or otherwise.
- 26.2 The Accountholder shall indemnify and hold Bapco Energies, its officers, employees and agents harmless in respect of any losses that are caused by or result from the negligence or wilful acts or omissions of the Accountholder or its Cardholders.
- 26.3 Bapco Energies reserves the right to investigate any activity that it believes to be of a fraudulent nature or otherwise seeking to circumvent these Terms.
- 26.4 Bapco Energies shall not be liable in any way if the Sadeem Card is not honoured by a supplier whether by way of non-acceptance, non-delivery of fuel or otherwise.
- 26.5 The Accountholder will be responsible to Bapco Energies for any claims, costs, damages, losses, liabilities, expenses or legal proceedings brought against Bapco Energies by any third party as a result of unauthorised access to the Sadeem Card in breach of these Terms.

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### Customer Service

- 27.1 If You are experiencing any problems with accessing or using Your Sadeem Card(s) or have any questions in relation to Your Sadeem Card(s), individual Customers can contact us at the Sadeem Head office and Stations and corporate Customers can contact us at the Sadeem head office.
- 27.2 All Customers can also reach us through our Website, Sadeem mobile app and self-service kiosks.

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### Other

- 28.1 Subject to these Terms as current at the time of use, the Sadeem Card remains the property of Bapco Energies at all times and shall be returned or destroyed by the Accountholder promptly on the request of Bapco Energies.
- 28.2 If any provision or provisions of these Terms are declared unlawful, unenforceable, or contrary to law or public policy, this shall have no bearing on the validity of the provisions of these Terms. If any declaration should materially

affect any rights or obligations of a particular contracting party, the parties shall meet and negotiate in good faith with the intention to reach an agreement on changing the provisions of these Terms affected by this declaration, the change being consistent with the purpose of these Terms.

- 28.3 The failure of Bapco Energies to enforce any of the provisions of these Terms at any time shall not be construed as a waiver of that provision, unless specifically so confirmed by Bapco Energies in writing.
- 28.4 No waiver of any violation of these Terms shall be understood as a waiver of any other violation or as a waiver (tolerance) of any future violation of these Terms.
- 28.5 Where the Accountholder consists of two or more parties such expression throughout shall mean and include such two or more parties and each or any of them. All obligations on the part of such Accountholder shall be deemed to be joint and several obligations of such parties.
- 28.6 These Terms do not give rise to any rights to any third parties.
- 28.7 No remedy of Bapco Energies against the Accountholder is intended to be exclusive, but each remedy shall, to the maximum extent allowed by law, be cumulative and in addition to any other remedy referred to herein or otherwise available to Bapco Energies. The exercise, or beginning to exercise, by Bapco Energies of any one or more remedies shall not preclude the simultaneous or later exercise by Bapco Energies of other remedies. All remedies of Bapco Energies shall, to the maximum extent allowed by law, survive any and all terminations of these Terms.
- 28.8 These Terms shall form the entire agreement between Bapco Energies and the Accountholder in relation to the use of the Sadeem Card(s) and supersede all other agreements and understandings (whether written or oral) in relation to the use of Sadeem Card(s). Any terms and conditions provided by the Accountholder shall not apply to these Terms.

## **Annexure 1**

### **Privacy Policy**

The legal basis for the processing of your personal data at Bapco Energies is derived from Law No. (30) of 2018 on Issuing the Personal Data Protection Law (the 'PDPL').

#### **1 Right to view personal Data (right of access)**

You are entitled to access the data that Bapco Energies processes about you, as well as certain information regarding the processing of your data.

## 2 **Right to correct or Delete Personal Data**

If you notice any discrepancy in your data (available with us) you have the right to correct and update accordingly. If you no longer desire to obtain our services; you have the right to delete, or de-activate the service by contacting Bapco Energies.

## 3 **Right to object**

In certain cases, you are entitled to object to Bapco Energies legally on the way your personal data is being processed, including processing personal data to provide you with information on our products and services.

You have the right to object to the processing of your personal data for the any direct marketing purposes by Bapco Energies. If you do not wish to receive any marketing communications from Bapco Energies you may opt out by contacting Sadeem on [Sadeem@Bapcoenergies.com](mailto:Sadeem@Bapcoenergies.com) using the authorized email, or calling 17758888 and follow up on Sadeem process.

You can learn more about your rights by reading the PDPL.

## 4 **How to Submit a complaint**

You have the right to lodge a complaint if you are dissatisfied with the manner in which Bapco Energies is processing your personal data by contacting us on [Sadeem@bapcoenergies.com](mailto:Sadeem@bapcoenergies.com) using the authorized email, or calling 17758888 and following up on the Sadeem process.

## 5 **Collection & Usage of Personal Data**

Bapco Energies respects the privacy of your data and will use this information in limited situations, such as:

- For using Bapco Energies' services.
- Answering Customer service requests.
- Updating you about the release of new services available from Bapco Energies
- Assessing your credit worthiness.
- Verifying your identity.
- Sharing with authorities or third parties when a fraudulent transaction is suspected.
- Complying with any applicable laws
- Improving services available from Bapco Energies
- Requesting feedback from Customers.

- Resolving disputes  
Disclosing to third parties who work with us
- Integrating with other systems if applicable

## 6 **Choice/Opt-Out**

You may choose to stop receiving our marketing emails by following unsubscribe instructions included in the emails sent or you may contact us on Sadeem@bapcoenergies.com using the authorized email or calling 17758888 and following up on the Sadeem process.

To request the removal of your personal information from your profile, please contact us. In some cases, we may not be capable of removing your personal information, in this case, we will certainly inform you along with the reason.

## 7 **Information Security**

The security of your personal information is important to us. We follow generally accepted standards to protect the personal information submitted to us, both during transmission and once it is received.

To safeguard your personal data, the electronic storage and transmission of personal data will be secured with appropriate security technologies.

If we need to contact you because of a suspected fraud or because of security concerns relating to your account, we will do this by a secure method of communication. As part of this we may have to ask you to provide parts of your security details/personal information so we can be sure we are talking to you.

## 8 **Linking Policy**

When users link to an outside website, they are leaving the Bapco Energies site and are subject to the privacy and security policies of the owners/sponsors of the external website(s). We encourage you to carefully read the Privacy Policy of any website you visit. Bapco Energies is not liable for any damage or privacy issues related to such external sites.

## 9 **Changes in this Privacy Statement**

If we decide to change our privacy practices, we will post those changes to this privacy statement on the home page and other places we deem appropriate so that you are aware of these changes.

We reserve the right to modify this privacy statement at any time, so please review it frequently. Notification will be sent for any further changes to you.

If we change how we use your personal information, we will notify you on the available updated contact details.

## 10 **Tracking, Collecting and using information**

We use technologies such as cookies, beacons, tags and scripts. These technologies are utilized in analysing trends, administering the Website, tracking users' movements around the Website, and for the purpose of gathering demographic information about our user-base as a whole. We may receive reports based on the use of these technologies by these companies on an individual as well as aggregated basis.

During browsing on our websites, we gather certain information automatically and store it in log files. This information may include Internet Protocol (IP) addresses, browser type, Internet Service Provider (ISP), referring/exit pages, operating system, date/time stamp, and/or clickstream data. We may combine this automatically collected log information with other information we collect about you to improve the services, marketing, analytics, and Website functionality.

## 11 **Cookie Files**

Cookies are small pieces of data that are sometimes created to improve your website experience. These cookies allow us to distinguish you from other users of our website, they help us to provide you with the best possible experience when you browse our Website and will enable us to make improvements. Cookies improve your browsing experience by:

- Remembering settings, so you don't have to keep re-entering them whenever you visit a new page.
- Remembering information, you've given, so you don't need to keep entering it.
- Analyzing how you use the Website to improve the way it works for you, to make sure that you find what you're looking for easily, and to ensure it meets your needs.
- Monitoring the efficiency of our marketing campaign.

Questions, comments, and requests regarding this Privacy Policy are welcomed and should be submitted via the 'Contact Us' section on our Website.