

Terms and Conditions for the Tap and Go Contactless Payment Service for Android Phones

The Card: means the debit card and/or MasterCard credit card issued by Jordan Kuwait Bank being “active and not expired” which can be linked to the Tap and Go service through the mobile banking application for Android phones.

The Device: includes any smart cell phone, tablet, smart watch or any other device that can be used for contactless payment and can be a means of remote payment using the card.

Tap and Go Contactless Payment Service: means the mobile payment service available on the JKB Mobile banking application that enables users to make payments using specific devices and cards registered on those devices.

The Application: means the JKB Mobile banking application through which the card/cards can be activated on Tap and Go service.

Password: means the PIN code required to unlock any device including a password, a standard identifier password or a biometric identifier.

The Notification: means the information message issued by the Bank sent to the customer.

First: general terms and conditions:

1. It is understood by the customer that he is individually responsible for the security and safety of his mobile phone, the confidentiality of the device lock, the identification code, the password and other means of accessing the JKB Mobile application, the card credentials, any other personal information or payment information associated with the device.

2. It is understood by the customer that when he shares his mobile phone and/or the means of accessing the device with any other person, then that person may be authorized to use cards, access the JKB Mobile banking application and view personal information as well as the payment information for which the customer must maintain security and safety of his mobile phone and personal identification data like that he keeps his cash, cheques, debit card, credit card and other personal identification numbers and passwords.

3. It is understood by the customer that the terms and conditions for opening an account, digital banking services, credit cards and debit cards that govern the customer’s card do not change when his card is activated on the Tap and Go Service as the service provides the customer with another way to make purchasing transactions through his mobile phone using the card.

4. It is understood by the customer that the Tap and Go payment service is subject to the terms and conditions of the mobile banking application as well as the terms set for account opening, credit cards and debit cards.

5. It is understood by the customer that the Bank has the right, at any time it deems appropriate, to collect/increase any or all fees, commissions, expenses or other fees against providing the service by debiting any of the customer’s accounts held with the Bank provided that the customer shall be notified to that effect through one of the following means (SMS,

schedule of commissions posted on the Bank's website, digital screens at the branches) within a maximum period of (14) days and according to the method that the bank deems appropriate.

6. It is understood by the customer that the Bank has absolute discretion to renew/amend/cancel the limits set by the bank for financial transactions carried out through the service as specified on the card provided that the customer shall be notified within (14) days of making this amendment and in the manner the Bank deems appropriate unless the amendment is temporary and is considered necessary for the security and integrity of the customer's cards held at the bank and/or for the security and integrity of the electronic transfer.

Second: activating and canceling the Tap and Go Service on cards:

1. It is understood by the customer that the Tap and Go Service can be activated on Jordan Kuwait Bank cards through:

- Logging in to the JKB Mobile banking application
- Entering the cards webpage
- Next to each card, the option to activate the Tap and Go service appears
- Choosing the card on which you want to activate the service, then clicking on the Tap and Go box and follow the steps described during the activation process.

2. It is understood by the customer that only the cards specified by Jordan Kuwait Bank are eligible for remote payment using the Tap and Go Service.

3. It is understood by the customer that if the status of the card or account is not active, then the card will not be eligible to register for the service.

4. It is understood by the customer that he can deactivate the service on the card himself through the application. Yet, he can also contact the call center and request its cancellation by the Bank.

5. It is understood by the customer that he can activate more than one card for payment using the Tap and Go Service and that he must set one main card for automatic payment.

6. It is understood by the customer that, through the service, he can make purchasing transactions and/or withdraw cash from the card using a mobile phone while any interests, fees or costs applied to the customer's card will also apply when using the service.

Third: payment via card using the Tap and Go Service:

1. It is understood by the customer that he can pay via the card using the Tap and Go Service by placing the mobile phone in front of the point of sale device and ATMs that support the Contactless payment feature within the daily limits allowed for purchasing transactions and cash withdrawals set by the Bank.

2. It is understood by the customer that, when the mobile phone is passed before the point of sale device and/or the ATM, a notification will be shown to the customer with the value of the transaction for approval, and then the mobile phone must be passed again to the point of sale device and/or the ATM to complete the purchasing process.

3. It is understood by the customer that the values of purchasing transactions and/or cash withdrawal transactions are automatically deducted from/debited to the card balance in addition to any currency difference fees or commissions that may arise as a result of payment in a currency other than the account currency according to the exchange rates on that day.

4. It is understood by the customer that all transactions carried out through the Tap and Go Service stand to be a written authorization issued by the customer to the Bank.

5. The customer acknowledges that if it is shown to him that the Bank has not implemented any transaction for any reason, then bank will not bear any loss that may arise as a result of failure to implement this transactions for any reason while the customer waives his right to any claim regardless of its type, cause or origin.

6. It is understood by the customer that when paying on POS devices using the service, then he is not required to enter the personal identification number (PIN).

7. It is understood by the customer that the Bank's entries and records are considered conclusive evidence binding on the customer to determine the amounts withdrawn using the Tap and Go Service.

Fourth: privacy and security:

1. It is understood by the customer that the Bank will not be responsible for any loss incurred by the customer by using the service unless the direct cause is the gross negligence and/or intentional misconduct by the Bank.

2. It is understood by the customer that in the event of fraud, loss or theft of the device, the customer is obligated immediately to report such loss or theft to the Bank on the basis of which the Bank will stop all Tap and Go transactions while the customer will be able to continue using the regular plastic card but the customer has no right to claim any compensation from the Bank as a result of any costs, fees or losses incurred in connection with any transactions affected by the use of the customer's device before the customer reports the fraud, loss or theft to the Bank or requests the Bank to stop the card.

3. The customer must immediately notify the Bank if the password is hacked or revealed to another person. Yet, he must demand that the Bank stop the card immediately and will compensate the Bank for any loss, damage, fee or expense incurred by the Bank due to such a breach.

4. It is understood by the customer that in the event of a breach of the secrecy of the device or the password, then he will be fully and solely responsible and will bear all fees, costs, losses and damages arising from such a breach. Further, and in the event that the customer intentionally or unintentionally reveals the password to others, then he must compensate the Bank for any unauthorized payment, fees, costs or losses and any transaction affected by such breach.

5. The Bank reserves the right, in its absolute discretion, to refuse to allow any financial transaction on the card if it suspects that there is a breach against the terms of use or the occurrence of fraud or illegal activity without any responsibility on the part of the Bank and/or any of its employees.

6. It is understood by the customer that the Bank has the right to collect and use technical data about the customer's device to facilitate the service updates.

7. The customer undertakes definitely and irrevocably that the use of the service will be free from suspicion and any money laundering operation or any financing of terrorist operations of whatever type, form or coverage. Further, the customer also definitely and irrevocably acknowledges that if he suspects that one of the above operations or any operation that breaches the applicable laws and regulations will take place on the electronic account/card, then the bank shall be absolutely authorized, at its sole discretion and without referring to the customer, to stop the service and the cards, freeze the limits and the electronic account as well as to stop any operation conducted thereon and report the same to all supervisory authorities, security authorities and any official party concerned with this matter.

8. It is understood by the customer that he solely bears responsibility for protecting his cards, transactions and any other information held on his device in case the device is lost or sold to any other party or person.

9. It is understood by the customer that if he has any questions or inquiries about the card, then he can call the call center of Jordan Kuwait Bank at 065200999 or send an e-mail to: callcenter1@jkbank.com.jo or use the personal assistant service "Masa" on the Mobile Bank application as well as the WhatsApp service, Yet, and in the event of disputes or complaints, then he can call the Bank's direct customer complaints number at 562940406 or call the Financial Consumer Protection at the Central Bank on 064630301.

Fifth: amendment to the terms and conditions

1. It is understood by the customer that the Bank solely has the right to terminate and change these terms of use, add or delete any of the provisions in these terms of use at any time without stating at reasons.

2. It is understood by the customer that it is his responsibility to read and understand the terms of use updated on the Bank's website for which he has no right to file any claim against the Bank due to failure to send him notification or to agree to the changes made to the terms of use by the Bank.

Sixth: the applicable law and jurisdiction:

1. The terms of use are governed by the laws of the Hashemite Kingdom of Jordan and are subject to the jurisdiction of the competent courts in the Hashemite Kingdom of Jordan to entertain any matters related to them. Yet, and nevertheless, the Bank may resort to any courts or other jurisdiction.
2. The terms of use are written in a bilingual text (Arabic/English). However, in case any conflict between the Arabic text and the English one, then the Arabic text shall prevail.

Seventh: communications and notifications:

1. The customer agrees to receive e-mails from the Bank regarding the activation of his cards on the service and agrees that the Bank can communicate with the customer via email, SMS or the mobile phone registered on his account which matter may include contact addresses from companies that carry out tasks on behalf of the customer to service accounts.
2. The customer agrees to update his contact information registered with the Bank as soon as changes are made to the same.
3. It is understood by the customer that the Bank's sending text messages regarding the transactions made on the card using the Tap and Go service to the cell phone number belonging to the customer registered with the Bank shall stand as an evidence of the validity of these transactions. Otherwise, the customer must immediately notify the Bank in the event the transaction is invalid with the customer's commitment to submit a written objection within a period ranging from 90 to 120 days depending on the nature of the objection as from the date of receiving the message or communicating with the call center on 06-5200999. Yet, and after this period, any objection received from the customer to the Bank shall be disregarded.

Eighth: the objections:

1. **Accepted objections:** it is understood by the customer that the financial transaction submitted for objection must have been made using the Tap and Go service and that there must be a good reason for the objection.
2. **The time specified for reporting the objection:** it is understood by the customer that he can object to financial transactions within a period ranging from 90 to 120 days depending on the nature of the objection as from the date of the financial transaction. Otherwise, the objection will not be accepted and the customer has no right to submit an objection to the transactions.
3. **Required documents:** the customer must provide the Bank with the necessary documents to support the objection, e.g. invoices, receipts or any other document confirming that the transaction is invalid.
4. **Legal actions:** if the objection is illegal or violates the terms and conditions, then the Bank has the right to take legal action against the customer.

5. **Objection to amounts:** the customer can only object to the amounts debited from his card balance resulting from payment transactions using the Tap and Go service but not to any additional fees or other costs associated with the financial transaction.

6. Commissions:

- It is understood by the customer that the cost of objecting to financial transactions amounts to five (5) Dinars for each case separately to be debited from his account balance held with us but shall be recovered if the objection is proven to be valid. In fact, the objection request is considered a prior authorization from the customer to the service provider to collect fees for the objection from the account balance. Yet, the person submitting the objection is also obligated to provide the amount of the objection fee in the account, otherwise the objection request is not considered effective.

- It is understood by the customer that the commission for reviewing/viewing the cameras amounts to ten (10) Dinars but will be recovered by the customer if the objection is proven valid.

7. The customer may not demand that an amount be refunded to his card for a financial transaction in the statement of transactions on the pretext that it was not carried out unless the same is proven to be true. Hence, and in this case, this amount shall not be debited until it is actually collected from the entities accepting the card and crediting the same with the Bank. Yet, the customer must contact the Bank concerning the said claim within a period ranging from 90 to 120 days depending on the nature of the objection as from the date of making the transaction while the Bank shall collect charges for its fees or for paying any amounts resulting from this claim to the collecting bank or to any other party.