

Apple Wallet Terms and Conditions

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 Apple Pay service through the mobile banking application for iOS phones.

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

The Wallet: means the mobile payment service and the wallet service available through a third party 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 Apple Pay service.

Apple Wallet Application: means Apple application that supports the Apple Pay remote payment service for the iOS device.

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

First: General terms and conditions of Apple Wallet:

1. It is understood by the customer that he is solely responsible for the security and integrity of the device, the secrecy of the device lock, identification code, password and other means of accessing the Apple Wallet application, card credentials or any other personal information or payment information associated with the device.

2. It is understood by the customer that when sharing the device and/or means of accessing the device with any other person, then that person may be authorized to use cards to access the personal information and payment information available in the wallet system and the device for which the customer must maintain the security and integrity of the device and personal identification data like he takes to protect his cash, cheques, debit or credit cards 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 direct debit cards that govern the customer’s card do not change when his card is added to the Apple Wallet application as the Apple Wallet application allows the customer another way to make purchasing transactions through his mobile phone using the card. .

4. It is understood by the Customer that any interests, fees or charges applicable to the Customer’s Card will also apply to the use of the Apple Wallet application to access the Customer’s Card.

Second: adding and canceling Jordan Kuwait Bank cards:

1. It is understood by the customer that Jordan Kuwait Bank cards can be added to the Apple Wallet by following the instructions of the Apple Wallet application provider.

2. It is understood by the customer that only Jordan Kuwait Bank cards specified by the Bank are eligible to be added to the Apple Wallet application.

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 in the Apple Wallet application. Yet, it is understood by the customer that the Apple pay service can be activated on Jordan Kuwait Bank cards through:

- Logging in to the JKB Mobile banking application
- Entering the cards webpage
- Choosing the Add to Apple Pay option next to each card and then follow the steps shown during the activation process.

4. When adding a card to the Apple Wallet application, the application will allow the customer to use the card to conduct transactions in locations where the Apple Wallet application is accepted noting that the Apple Wallet application may not be accepted in all places that accept Jordan Kuwait Bank cards.

5. It is understood by the customer that he can deactivate the service on the card himself through the application. Yet, he can also call the call center at 065200999 and request its cancellation by the Bank.

Third: privacy and security:

1. It is understood by the customer that the Bank is not responsible for any loss incurred by the customer by using the Apple Wallet application system unless the direct cause is the gross negligence and/or willful 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 report such loss or theft to the bank on the basis of which the Bank will stop all card transactions. Further, it is understood by the customer that the Bank is not responsible for any claims, costs, fees or losses incurred in connection with any transactions affected by the use of the customer's device and payment through the Apple Wallet application before reporting the fraud, loss or theft to the Bank or requesting the Bank to stop the card.

3. 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 violation of the terms of use or the occurrence of fraud or illegal activity without any responsibility on the part of the Bank.

4. It is understood by the customer that he may receive notifications from the Apple Wallet application indicating card account activity. Yet, and if he does not wish to receive notifications, then the customer can turn them off within the device notification settings or the Apple Wallet application settings.

5. It is understood by the customer that he must cooperate with the Bank in any and all investigations in the event of suspected cases of fraud based on the matters reported by the Bank.

6. It is understood by the customer that he alone bears responsibility for the protection of his cards, Apple Wallet transactions and any other information on his device in the event that the device is lost or sold to any other party or person.

7. It is understood by the customer that in the event of a breach of the confidentiality of the device or the password, then he will be fully and solely responsible for all fees, costs, losses and damages arising from such a breach. Yet, and in the event that the customer intentionally or unintentionally discloses 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.

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

9. It is understood by the customer that if there are any questions, disputes or complaints about the Apple Wallet application, then he can contact the Apple Wallet application service provider and in the event of any questions or inquiries about the card, then he can call the call center of Jordan Kuwait Bank at 065200999 or by sending an e-mail to callcenter1@jkbank.com.jo or by using the personal assistant service "Masa" on the mobile banking application and the WhatsApp service. Further, and in the event of disputes or complaints, then he can call the direct number for customer complaints at the Bank at 562940406 or call Financial Consumer Protection at the Central Bank at 064630301.

Fourth: amending 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 or 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 on updated the Bank's website while he has no right to file any claim against the Bank due to failure to send him a notification or to agree to the changes made to the terms of use by the Bank.

Fifth: the Bank's responsibility:

1. It is understood by the customer that the Bank is not the provider of the Apple Wallet application and is not responsible for providing the Apple Wallet application to the customer while it is only responsible for providing the information securely to the Apple Wallet application provider to enable the use of the card on the wallet.

2. It is understood by the customer that the Bank is not responsible for any failure of the Apple Wallet application or inability to use the wallet for any transaction in addition to being not responsible for the performance or non-performance of the wallet provider or any other parties regarding any agreement concluded with the Apple Wallet application provider or relationships held with third parties that may affect the use of the Apple Wallet app.

Sixth: communications and notifications:

1. The customer agrees to receive e-mails and disclosures from the Bank regarding his cards and the wallet and agrees that the Bank can contact the customer via email, SMS or via the mobile phone registered on his account which matter may include contact addresses from companies that carry out their business duties for 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 transactions made using the service to the customer's cell phone number registered with the bank stands to be evidence of the validity of these transactions. Otherwise, the customer must immediately notify the Bank in the event that the transaction is incorrect with a commitment that the customer must submit a written objection within a period ranging from 90 to 120 days depending on the nature of the objection from the date of receiving the message or communicating with the call center at 06-5200999. Yet, and after this period, any objection received from the customer to the Bank will be disregarded.

4. The default card offer is licensed for use by the customer only under the terms of use.

5. The customer agrees that the default offer of the card in the clearing system or credential information may be updated or improved without notice.

6. The Bank may, at any time, in its absolute discretion and without prior notice, amend the withdrawal limits through the card on the wallet system, suspend the use of the card on the wallet system and/or add or modify the commissions charged on the card when used through the wallet.

Seventh: the objections:

1. **Accepted objections:** it is understood by the customer that the financial transaction submitted for objection must have been made using the service. Yet, 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, 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 Apple Wallet application 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 will be refunded if the objection is proven to be valid. In fact, the objection request stands to be a prior authorization from the customer to the service provider to collect fees for the objection from the account balance. In fact, 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 refunded to the customer if the objection is proven to be valid.

7. The customer does not have the right to 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 it is proven that the same is true. In this case, this amount is not credited until it is actually collected from the entities accepting the card and registered with the Bank. Yet, the customer must contact the Bank to that effect. Yet, the claim shall be made 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.

Eighth: third party agreements:

1. It is understood by the customer that these terms and conditions belong to the Bank and the customer only while the Bank is not responsible for the services provided by third party (such as the wireless carrier or websites integrated into the Apple Wallet application and other applications..).

2. It is understood by the customer that he may be subject to third party agreements when he provides third parties with personal information in order to use their services or visit their applications or websites or as is otherwise governed by the current circumstances.

3. It is understood by the customer that the Bank will not be responsible for the security, accuracy, correctness, suitability or any other element of the content of the products or services provided by any third party.

4. It is the customer's responsibility to read and understand any third party agreements before adding or using the card through the Apple Wallet application.

5. The Bank will not be responsible for providing any support or assistance for any third party device, software, products or other services. Yet, and if there are any matters or questions regarding a third party product or service, including matters related to the operation of the device, and in the event of any inquiry, please contact the relevant third party on their number for customer support and assistance.

Ninth: applicable law and jurisdiction:

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.

The terms of use have been written in a bilingual text (Arabic/English) and in case of any conflict between the Arabic text and the English one, then the Arabic text shall prevail.

Apple Pay is a trademark of Apple Inc. registered in the United States and other countries.