### Terms & Conditions:

# Terms and Conditions for Enabling Cairo Amman Bank cards on Digital wallets

These terms and conditions ("Terms") govern the use of Cards issued by Cairo Amman Bank PLC ("Cairo Amman Bank") with the Digital wallets enabled on compatible Devices of the Customer from time to time.

These Terms are a binding legal contract between the Customer and Cairo Amman Bank and shall apply to the Customer and/or anyone else the Customer authorizes to use the Cards with a Digital Wallet.

The Customer is required to review these Terms carefully before adding or using any Card with the Digital wallet as the Customer agrees to be bound by the Terms.

These Terms are to be read in conjunction with the Cairo Amman Bank Mobile Banking Terms and Conditions, Terms and Conditions for Cairo Amman Bank Banking and Account Services, Cairo Amman Pay Terms and Conditions and Credit Card Terms & Conditions.

In the event of any conflict or inconsistency between these Terms and any other terms in connection mentioned above, these Terms shall prevail.

#### 1. Definitions

- **a. Card:** a Cairo Amman Bank credit, debit or prepaid card issued by Cairo Amman Bank to the Customer which is not expired, blocked, suspended or canceled.
- **b. Customer:** the account holder of the related Card issued by Cairo Amman Bank.
- c. Device: includes but is not limited to a smartphone, tablet or smart

watch or any other device which Cairo Amman Bank determines being eligible for the registration of Cairo Amman Bank Cards to be used in the Digital wallet.

- **d. Digital Wallet:** the payment service created and managed by a third party which enables the users to make payments using certain Devices and Cards registered on such Devices.
- **e. Passcode:** the secret code which is required to unlock a Device, including a password, passcode, pattern or biometric identifier (as applicable).

#### 2. Main

**a.** Customer is solely responsible for maintaining the security of the Device and the confidentiality of the Device lock, PIN, Passcode, and all other means to access the Digital Wallet, Card credentials, and any other personal or payment information related to the Device.

Upon sharing the Device and/or means of access to the Device with any person, such person may be able to use the Cards and access the personal and payment information available in the Digital Wallet and the Device.

Customer is required to keep the Device and the credentials secure in the same manner as he/she would keep secure cash, cheques, debit or credit cards, and other personal identification numbers and passwords.

**b.** The Terms and account agreement that govern Customer's Card do not change when the Customer adds his/her Card to the Digital Wallet.

The Digital Wallet simply provides another way to make purchases with the Card.

Any applicable interest, fees, and charges to the Card will also apply when Customer uses the Digital Wallet to access his/her Card.

The Digital Wallet provider and other third parties such as wireless companies or data service providers may levy charges as specified by them and the Customer shall be solely responsible and liable for that without any liability for Cairo Amman Bank.

## 3. Adding and removing a Cairo Amman Bank Card to the Digital Wallet

The Customer can add his/her Cairo Amman Bank Cards to the Digital Wallet by following the instructions of the Digital Wallet provider.

Only Cairo Amman Bank Cards that Cairo Amman Bank indicates are eligible can be added to the Digital wallet.

If the Card or underlying account is not in good standing, that Card will not be eligible to be enrolled in the Digital Wallet.

When Customer adds a Card to the Digital Wallet, the Digital Wallet allows him/her to use the Card to make transactions where the Digital wallet is accepted.

It is important to understand that the Digital Wallet may not be accepted at all places where the Card is accepted.

The Customer shall contact the Digital Wallet provider on how to remove his/her Card from the Digital Wallet.

Cairo Amman Bank can also block a Card in the Digital Wallet at any time upon the Customer's request.

## 4. Privacy and Security

- **a.** Cairo Amman Bank shall not be liable for any cost or expense damage, loss, which the Customer suffers or incurs by using the Digital Wallet unless it is directly caused by Cairo Amman Bank's gross negligence and/or willful misconduct.
- **b.** In the event of fraud, loss or theft of the Device, the Customer shall immediately report the same to Cairo Amman Bank, in addition to other parties such as the telecom provider etc.

Based on such reporting, Cairo Amman Bank will arrange to block all Digital Wallet transactions for all Cards.

However, the Customer may continue to use the physical plastic Card for all of his/her enrolled cards.

The Customer shall indemnify Cairo Amman Bank against any claims, costs, charges or losses made in respect of any transactions effected using the Customer Device prior to the Customer notifying the Bank of the fraud, loss or theft or requesting the Bank to block the card.

- **c.** Cairo Amman Bank reserves the right, at its sole discretion and determination, to refuse to permit any transaction if Cairo Amman Bank suspects that there is a breach of the Terms, or that a fraudulent or an illegal activity is taking place.
- **d.** When adding a Card to the Digital Wallet, Cairo Amman Bank / will collect certain information from the Customer to verify your identity, in order to enable the Customer to use the Card and facilitate participation with the Digital Wallet.
- **e.** Cairo Amman Bank may also request certain account information relating to each Card selected by the Customer to use with the Digital Wallet, including the most recent transaction data, but not the full Card account number.

The Customer hereby agrees that Cairo Amman Bank may also periodically collect and use technical data and related information, including, but not limited to, technical information about the Customer's Device to facilitate updates of the services.

Cairo Amman Bank may use this information to improve its products or to provide services or technologies to its customers as long as it is in a form that does not personally identify a customer in person.

**f.** The Customer may receive push notifications from the Digital Wallet reflecting the Card account activity.

If the Customer does not wish to receive push notifications, he/she may turn off notifications within the Device settings or the Digital Wallet app settings.

- **g.** The Customer shall cooperate with Cairo Amman Bank in any and all investigations and use any fraud prevention or other related measures prescribed by Cairo Amman Bank.
- **h.** The Customer shall be solely and fully responsible for protecting his/her cards, Digital Wallet transactions and any other information on his/her device in case he/she loses or sells the device to any other person.
  - i. In case of breach of confidentiality of the Device or Passcode, the Customer shall be fully and solely responsible for and bear all charges, costs, losses, and damages whatsoever and howsoever arising from such breach.
    In the event the Customer discloses the Passcode intentionally or unintentionally, he/she shall indemnify Cairo Amman Bank against any unauthorized payment, charges, costs or losses and any transaction effected due to such breach.
- j. The Customer shall immediately notify Cairo Amman Bank if the Passcode is breached or is disclosed to another person or entity. The Customer shall request from Cairo Amman Bank to block the Card due to such disclosure or breach and shall indemnify Cairo Amman Bank for any loss, damage, charge or expense incurred by Cairo Amman Bank due to such breach.

**k.** If the Customer has any questions, disputes, or complaints about the Digital Wallet, contact the Digital Wallet provider using the information given to the Customer by the provider.

If such question, dispute, or complaint is about the Card, then call Cairo Amman Bank immediately using the number on the back of the Card.

#### 5. Modification of Terms

Cairo Amman Bank shall have the right, at its sole discretion, to terminate or amend, modify these Terms and/or add or delete any of these Terms, at any time.

The Customer may at any time remove all Cards from the Digital Wallet in case of refusing the Terms or any amendments thereof.

The Customer hereby declares that he/she has read, understood and accepted these Terms.

The Customer hereby declares that he/she understands and accepts that it is his/her responsibility to refer to the updated Terms on Cairo Amman Bank website and that he/she will not have the right to make any claim against Cairo Amman Bank due to lack of his/her notification or consent to the changes made to these Terms.

## 6. Liability of Cairo Amman Bank

It is hereby understood and agreed that Cairo Amman Bank is not the provider of the Digital Wallet, hence, Cairo Amman Bank is not responsible for providing the Digital Wallet service to its Customers.

Cairo Amman Bank's only responsibility is to supply information securely to the Digital Wallet provider to allow usage of the Card in the Digital Wallet.

Cairo Amman Bank is not responsible for any failure of the Digital Wallet or the inability to use the Digital Wallet for any transaction.

Cairo Amman Bank is not responsible for the performance or nonperformance of the Digital Wallet provider or any other third parties regarding any agreement entered into by the Customer with the Digital Wallet provider or associated third-party relationships that may impact Customer's use of the Digital Wallet.

#### 7. Communication and Notices

The Customer hereby agrees that he/she will receive electronic communications and notifications from Cairo Amman in connection with the Card and the Digital Wallet.

The Customer hereby agrees that Cairo Amman Bank may contact him/her by email or SMS at any email address or mobile number provided to Cairo Amman Bank by the Customer in connection with any account.

The Customer agrees to update his/her contact information when they change.

## 8. Relation with third parties

These Terms are only between Cairo Amman Bank and the Customer. Third party services including the wireless carrier and other applications or websites incorporated in the Digital Wallet may have their own third-party agreements.

Cairo Amman shall not be responsible for the security, accuracy, legality, appropriateness or any other aspect of the content or function of products or services from any third party.

The Customer shall be responsible for reading and understanding any third-party agreements before adding or using the Card through the Digital Wallet.

Cairo Amman Bank shall not be responsible for and does not provide any assistance or support whatsoever for any third-party hardware, software or other products or services. If there are any issues or questions with a third-party product or service, including, without limitation, any issues relating to the function or operation of the Device.

## 9. Governing Law and Jurisdiction

These Terms shall be governed by the laws of Jordan and subject to the jurisdiction of the Courts of Amman (Qasr Al-Adel).

Notwithstanding the foregoing, Cairo Amman Bank may submit to any other court or jurisdiction at its sole discretion and determination.