

## Terms and Conditions Governing the use of Apple Pay

- These Terms and Conditions, as may be varied and amended by the Bank from time to time, apply when a customer adds and uses a Card in Apple Pay wallet on compatible iOS devices, as determined by Apple.
- These terms and conditions are to be read in conjunction with the General Terms and Conditions for Retail Banking (the “Account General Terms and Conditions”, which includes the Terms and Conditions for Mobile Banking and Internet Banking), as well as with Apple Pay Terms and Conditions and Debit card and Credit Card Terms & Conditions. In the event of any conflict between these terms and conditions and any other terms “, the hereunder terms shall prevail in so far as they apply to Apple Pay.
- The Customer must read these Terms and Conditions carefully before adding or using any Card with the Wallet as the Customer agrees to be bound by the Terms & Conditions and any amendment thereof.
- These terms and conditions governing the use of Apple Pay are in accordance with the laws and instructions issued by the Central Bank of Jordan, and the Bank will take all necessary measures to remain in compliance with applicable laws and regulations, including instructions issued by the Central Bank related to combating money laundering and terrorist financing.

### **1. Definitions and Interpretations: Unless the context otherwise requires, the following capitalized terms and expressions shall have the following meanings in these Terms and Conditions.**

- Apple: means Apple Distribution International Ltd, an Irish corporation, having a principal place of business at Hollyhill, Cork, Ireland.
- Apple User ID: means the account that a person uses to access Apple services like the App Store, Apple Music, iCloud, iMessage, FaceTime, and more. It includes the email address, passcode, and password that a person uses to sign in as well as all the contact, payment, and security details that can be used across Apple services
- Bank: means Arab Jordan Investment Bank, including all of its branches and offices registered in the Hashemite Kingdom of Jordan.
- Card: means an Arab Jordan Investment Bank credit, debit, virtual prepaid or prepaid card issued by Arab Jordan Investment Bank to the Customer which is not expired, blocked, or cancelled.
- Customer: means the account holder and/ or person to whom a Card is issued by the Bank or who is authorized to use that Card.
- Card Information: means the Card’s number, CVV and expiry date and any information relevant to the Card.
- Devices: means compatible iOS devices such as a smartphone, tablet or smartwatch or any other device compatible with the use of the Wallet, as determined by Apple.
- Passcode: means the secret code required to unlock a Device, including a password, passcode, pattern, or biometric identifiers such as fingerprint or face recognition (as applicable).
- Transaction: means any e-payment transactions for the purchase of goods or services by using Apple Pay.
- Apple Pay or Wallet: means the digital wallet service created by Apple, which enables users to make payments using certain Devices and Cards registered on such Devices.

### **2. Service Subscription**

- The Customer must be 18 years old to be eligible to use Apple Pay services. However, the Customer can set up Apple Cash for the minor.
- The Customer can add a Card on Apple Pay on a supported Device and use the Card in Apple Pay to make (i) contactless payments at merchants’ contactless-enabled point-of-sale terminals or readers that accept contactless payments and (ii) purchases in-app or on websites of merchants that accept Apple Pay.
- The Customer must add his/her Card through Apple Pay by scanning the Card or manually entering the Card details.
- When adding a Card to Apple Pay, the Bank will collect certain information from the Customer to verify their identity to enable the Customer to use the Card and facilitate participation with Apple Pay.

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- The Customer may be required to take additional steps to authenticate his/ her device before the Card is added to Apple Pay, including providing the correct OTP, which will be sent to The Customer via SMS on his/her registered mobile number with the Bank.
- The Customer's registration will be declined if the Card is not eligible for this service, the Customer failed the authentication process, or the Customer's Card or underlying account is not in good standing.
- The Customer must activate the lock code on the device on which he wants to download the Apple Pay application to be able to download it and use the service.
- The Customer acknowledges that the Card issued under the Card Account will be subject to the same credit limit applicable to the respective Customer from time to time, and the Customer also agrees that the use of registered Cards shall not in any way exceed the limits set by the Bank for each of the Cards and the Bank shall have the right, at its discretion, and with immediate effect, to set the daily maximum value of any transaction and the maximum number of transactions.

### 3. Transactions

- The Customer authorizes payment for products or services with the added card in Apple Pay. By selecting the added Card and placing the Device near a merchant's contactless-enabled point-of-sale terminal, or by using the Card for an in-app or website purchase, the Customer is authorizing the payment for the products or services with that Card in Apple Pay.
- Any payment made through Apple Pay will be deducted from the Customer's account in the same way as it would if the Customer made a regular card payment.
- Apple Pay may not be accepted at all places where the Card is accepted.
- The Customer may receive push notifications from Apple Pay from time to time reflecting the Card's account activity. If the Customer does not wish to receive notifications, the Customer may turn off these notifications through the device Settings on the Device.
- The Customer agrees and acknowledges that the purchase amount, currency, and other details for the Customer's Apple Pay transaction history in connection with the use of the Card in Apple Pay may not match the Transaction amount that is ultimately cleared, settled, and posted to the Customer's Card statement of account. If there is any inconsistency between the Card statement of account and the transaction history displayed in Apple Pay, the Customer's Card statement of account shall prevail, and the Customer will remain liable to the Bank for the amounts set out on the Customer's statements.
- The Bank reserves the right, at its sole discretion, to refuse to permit any transaction if the Bank suspects that there is a breach of these Terms and Conditions, or that a fraudulent or illegal activity is taking place.

### 4. Service Charges

- The Bank does not currently charge a fee for using a Card in Apple Pay. However, the Bank reserves the right to revise any existing charging structure and/or make additional charges. The Customer shall be solely responsible for all fees, and charges imposed by Apple or any third parties in relation to the use of Apple Pay.

### 5. Security and Privacy

- The Customer hereby agrees that the Bank may, from time to time, 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.
- The Customer is responsible for selecting a Device and for all issues relating to the operation, performance and costs associated with such Devices.

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- The Customer is solely responsible for maintaining the security of the Device and the confidentiality of the Customer's Apple User ID, Passcode, and all other means to access the Wallet, Card Information, and any other personal or payment information related to the Device. Upon sharing the Device and/or Apple User ID, Passcode, or any other 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 Wallet and Device. Accordingly, the Customer is required to keep the Device, and the credentials secure in the same manner as they would keep secure debit or credit cards and other personal identification numbers and passwords and not share it with anyone.
- In the event of fraud, loss or theft of the Device, the Customer shall immediately report the same to the Bank to deactivate the Card that has been registered on the Wallet and Device.
- If the Customer's Device is lost or stolen, the Customer should take the steps recommended to them by Apple to locate, lock or erase the Device's contents remotely. If the Customer's Card is deleted from the Device, the Customer will still be able to use it to make payments otherwise than through Apple Pay.
- It is the Customer's responsibility to delete the Card from an old Device if the Customer wishes to upgrade, change, sell or dispose of the old Device.
- If the Customer subsequently wishes to use Apple Pay on any new Device, they will need to re-register their Card.

## 6. Virtual Version of The Card

- A virtual version of the Card in Apple Pay is licensed to the Customer for use only under these Terms and Conditions. The Bank reserves all rights not expressly granted to the Customer.
- The Customer is granted a non-exclusive, non-sublicensable, non-transferable, personal, limited license to add and use the Card on a Device solely in accordance with these Terms and Conditions and any applicable third-party agreements.
- The Customer hereby agrees that the virtual representation of the Card in the Wallet or its credentials may be automatically updated or upgraded without notice. The Bank may, at any time, at its sole discretion and determination and without prior notice, modify, change, limit or expand the Card or any currency of transactions allowed using the Card with Apple Pay.

## 7. Third Party Agreements

- The Customer agrees that the use of Apple Pay will be also subject to other agreements or terms of use with. In addition, third party services and the wireless carrier and other application and website incorporated In Apple Pay may have their own third-party agreement. Customers may become subject to these third-party agreements when he/she provides such third parties with personal information in order to use their services, visit their application or website. The Bank is not responsible for the security, accuracy, legality, appropriateness, or any other aspect of the content or function of a product or services from a third party.

## 8. Suspension and Termination of the Service

- The Bank reserves the right for any reason to discontinue the Bank's participation in Apple Pay.
- The Bank reserves the right, except as otherwise required by applicable law, to block, restrict, suspend or terminate the Customer's use of any Card in Apple Pay at any time without notice and for any reason, including if these or any other applicable Terms and Conditions have been breached, if the Bank suspects fraudulent activity or as a result of the cancellation or suspension of the Customer's Card account.
- The Customer can terminate the use of Apple Pay at any time by removing all Cards from the Wallet.

## 9. Disclaimers of Warranty

- Apple Pay Wallet is provided by Apple without a warranty from the Bank. The Customer acknowledges and agrees that from time to time, the use of the Card in connection with Apple Pay may be delayed, interrupted, or disrupted for an unknown period of time for reasons that the Bank cannot control. The Bank will not be liable for any claim arising from or related to the use of the Card through Apple Pay due to such delay, interruption, disruption, or similar failure.
- The Customer acknowledges that the Bank is not a party to the terms and conditions for Apple Pay between the Customer and Apple and the Bank does not own and is not responsible for Apple Pay.
- The Bank is not responsible for the development, operation, performance, maintenance or other support services for Apple Pay and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to Apple Pay, including but not limited to any third party product liability claims, claims that Apple Pay fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of Apple Pay, including those pertaining to Intellectual Property Rights, must be directed to Apple.

## 10. Indemnities:

- The Customer will indemnify, defend, and hold the Bank harmless from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to: (a) the Customer's wrongful or improper use of Apple Pay, including willful misconduct or fraud; (b) the Customer's violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (c) the Customer's violation of any law, rule or regulation of Hashemite Kingdom of Jordan or any other country; and (d) any access or use of Apple Pay by any other party with the Customer's Device Passcode or other appropriate security code where intentionally shared or not.
- The Customer shall indemnify Arab Jordan Investment 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.

## 11. Changes to Terms and Conditions:

- The bank reserves the right with an immediate effect at any time to change the Terms of use or add or delete any items in these Terms.

