

Google Pay Terms and Conditions

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 Google Pay wallet on compatible android devices, as determined by Google.

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 Google 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 Google Pay.

The Customer must read these Terms and Conditions carefully before adding or using any Card with the Wallet. These terms and conditions governing the use of Google 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.

Definitions and Interpretations

Unless the context otherwise requires, the following capitalized terms and expressions shall have the following meanings in these Terms and Conditions:

- “Google” means Google Ireland Limited, with offices at Gordon House, Barrow Street, Dublin 4, Ireland .
- “Google User ID” means the account that a person uses to access Google services like the Play Store, , 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 Google services.
- “Service”: Google Pay is a mobile payment service developed by Google to power in-app, online, and in-person contactless purchases on mobile devices, enabling users to make payments with Android phones, tablets, or watches. Payment can also be made through cards added to Google Pay online.
- “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 android devices such as a smartphone, tablet or smartwatch or any other device compatible with the use of the Wallet, as determined by Google.
- “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 cash withdrawal or POS or e-payment transactions for the purchase of goods or services by using Google Pay.
- “Google Pay” or “Wallet” means the digital wallet service created by Google, which enables users to make payments using certain Devices and Cards registered on such Devices.

Service Subscription

The Customer must be 18 years old to be eligible to use Google Pay services. However, the Customer can set up Google Pay for the minor.

The Customer can add a Card on Google Pay on a supported Device and use the Card in Google Pay to make:

- Contactless payments at merchants' contactless-enabled point-of-sale terminals or readers that accept contactless payments.
- Purchases in-app or on websites of merchants that accept Google Pay.
- The added card can also be used on Google Pay to make cash withdrawals.
- The Customer must add his/her Card through Google Pay by scanning the Card or manually entering the Card details.
- When adding a Card to Google 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 Google Pay.
- The Customer may be required to take additional steps to authenticate his/her device before the Card is added to Google 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.

Transactions

By selecting the added Card and placing the Device near a merchant's contactless-enabled point-of-sale terminal or for cash withdrawals via ATM machines or by using the Card for an in-app or a website purchase, the Customer is authorizing the payment for the products or services with that Card in Google Pay.

Whenever a transaction is made on Google Pay, the customer will receive an SMS notification indicating that the transaction was successful.

The terms and conditions that govern Customer's Card do not change when the Customer add his/her Card to the Wallet. The Wallet simply provides another way for to make purchases with the Card. Any applicable interest, fees, and charges to the Card will also apply when Customer use the Wallet to access his/her Card. The 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 the Bank.

Any payment made through Google Pay will be deducted from the Customer's account in the same way as it would if the Customer made a regular card payment.

Google Pay may not be accepted at all places where the Card is accepted.

The Customer may receive push notifications from Google 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 Google Pay transaction history in connection with the use of the Card in Google 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 Google 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 fraudulent or illegal activity is taking place.

Service Charges

The Bank does not currently charge a fee for using a Card in Google 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 Google or any third parties in relation to the use of Google Pay.

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 expressly consents and authorizes the Bank to collect, process, store, and disclose any personal and/or financial information or data related to the Customer's account or card to Google, its affiliates, and/or its authorized service providers, whether located within the Hashemite Kingdom of Jordan or outside of it, for the purposes of utilizing and facilitating the Google Pay service, verifying identity, enhancing security measures, and ensuring compliance with all applicable laws and regulations, including but not limited to anti-money laundering and counter-terrorism financing laws. The Customer further acknowledges and agrees that such data may be processed or accessed by technical or operational service providers engaged by the Bank or Google for the purpose of providing or supporting the Google Pay service.

The Customer is responsible for selecting a Device and for all issues relating to the operation, performance and costs associated with such Devices.

The Customer is solely responsible for maintaining the security of the Device and the confidentiality of the Customer's Google 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 Google 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 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 the Bank against any unauthorized payment, charges, costs or losses and any transaction effected due to such breach.

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. The bank will immediately stop the card upon reporting the loss, misplacement, or theft of the Device.

If the Customer's Device is lost or stolen, the Customer should take the steps recommended to them by Google 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 Google 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 Google Pay on any new Device, they will need to re-register their Card.

Virtual Version of the Card

A virtual version of the Card In Google 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 Google Pay.

Third Party Agreements

The Customer agrees that the use of Google Pay will be also subject to other agreements or terms of use with. In addition, third party services and the wireless carrier and other applications and websites incorporated in Google Pay may have their own third-party agreement. Customer 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 product or services from third party.

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

The Bank does not provide any assistance or support whatsoever for any third-party hardware, software, products, or services. If there are any issues or questions related to third-party products or services, including, without limitation, any issues concerning the function or operation of the device, the Customer must contact the third-party provider directly.

Suspension and Termination of the Service

The Bank reserves the right for any reason to discontinue the Bank's participation in Google Pay.

The Bank reserves the right to block, restrict, suspend or terminate the Customer's use of any Card in Google Pay by written notice, in the event the Customer violates these terms or any other applicable Terms and Conditions, including the general account terms and conditions or as required by law. This also applies if the Bank suspects fraudulent activity or as a result of the cancellation or suspension of the Customer's Card account, money laundering, or any other violations or breaches.

The Bank reserves the right to block, restrict, suspend or terminate the Customer's use of any Card in Google Pay, without the need for prior written notice or recourse to the courts, in the following cases:

- If the Bank discovers that the Customer is listed on any sanctions or prohibited entities lists.
- If it is determined by the Bank that any of the documents submitted to obtain credit, or any guarantees or undertakings provided, are inaccurate or invalid.
- The Customer can terminate the use of Google Pay at any time by removing all Cards from the Wallet.

Disclaimers of Warranty

Google Pay Wallet is provided by Google without a warranty from the Bank. The Customer acknowledges and agrees that from time to time, the use of the Card in connection with Google 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 Google 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 Google Pay between the Customer and Google and the Bank does not own and is not responsible for Google Pay.

The Bank is not responsible for the development, operation, performance, maintenance or other support services for Google Pay and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to Google Pay, including but not limited to any third party product liability claims, claims that Google 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 Google Pay, including those pertaining to Intellectual Property Rights, must be directed to Google.

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:

- The Customer's wrongful or improper use of Google Pay, including willful misconduct or fraud;
- The Customer's violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights;
- The Customer's violation of any law, rule or regulation of Hashemite Kingdom of Jordan or any other country;
- Any access or use of Google Pay by any other party with the Customer's Device Passcode or other appropriate security code were 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.

Customer Service

- The Customer is responsible for informing the Bank directly of any complaints regarding the Service, by calling:
- Directly contact the Customer Complaints Handling Unit during official working hours at +9625507000, extension 2895.
- Communicating with the Customer Complaints Handling Unit via email at shakawi@ajib.com
- Visiting the Customer Complaints Handling Unit in person at the bank's headquarters.
- The customer may submit any suggestions regarding the service by contacting the Customer Service Center, via telephone number 065003003, in accordance with the procedures approved by the bank and stated in the general terms and conditions of account opening.

Banking Secrecy

All data and information furnished by the Customer to the Bank is subject to Banks Secrecy conditions according to the Banks Law. The Customer approve and irrevocably authorizes the Bank to disclose relevant information and/or documents related to the Customer and their accounts if required by applicable laws, regulations, and instructions or from the relevant authorities.

Governing Law and Jurisdiction

These Terms and Conditions shall be governed by the laws of the Hashemite Kingdom of Jordan. The courts of Amman (Palace of Justice) shall have exclusive jurisdiction over any disputes arising from or related to these Term

These Terms are made in Arabic and English. In case of any inconsistency or contradiction, the Arabic text shall prevail.

By activating or using the Google Pay service, the Customer acknowledges that he/she has reviewed, understood, comprehended and approved these Terms and Conditions.