

Terms and Conditions for Using the Orange Money Wallet as an Interface for Submitting and Paying Installments of Personal Microfinance Loans for Individuals

The following terms and conditions govern the mechanism for using the **Orange Money** wallet as a channel for submitting loan applications, transferring the loan amount, and deducting loan installments during repayment.

These terms and conditions constitute a legally binding agreement between the customer and **Orange Money** (the company) and apply to the customer upon using the electronic wallet to complete the loan application and installment repayment process. By doing so, the customer agrees to comply with these terms and conditions.

These terms and conditions shall be read in conjunction with the general terms and conditions of the electronic wallet service, as well as any terms and conditions specific to the financing entity. In the event of any conflict between these terms and the electronic wallet terms, the general terms of the electronic wallet service shall prevail.

Definitions

The following definitions apply within these terms and conditions:

- **Company:** (Petra Mobile Payment Services), established under the laws of the Hashemite Kingdom of Jordan and registered in the Companies Registry under No. 1323, hereinafter referred to as the Company, the Service Provider, or (Orange Money).
- **Customer:** the natural person who opens an electronic wallet in his/her name, agrees to these terms and conditions, and is registered in the instant payment and transfer system (CliQ) through the Company for the purpose of using the mobile payment service.
- **Electronic Wallet:** the Orange Money virtual account (on the smartphone) issued by a payment service provider licensed by the Central Bank of Jordan, enabling the Customer to carry out financial transactions via the mobile phone.
- **Electronic Money:** the monetary value stored electronically, issued in exchange for receiving cash amounts in the same currency and value, and which constitutes a transferable means of payment between parties using electronic methods.
- **Service:** submitting a loan application through the wallet, transferring the loan amount—after approval by (Arab Bank)-to the customer's Orange Money wallet, and automatically collecting installments at the request of the Bank from the customer's wallet and transferring them to the Bank's account.
- **Bank / Arab Bank:** the financing entity solely responsible for examining applications, making decisions in full, and determining all loan conditions.
- **Installment Deduction:** the process of automatically deducting due installments from the electronic wallet balance in accordance with the monthly repayment schedule approved by the Bank, based on its instruction and on behalf of the Bank.

Scope of Service

Scope of Service

1. The responsibility of the electronic wallet is limited solely to acting as an electronic channel for submitting loan requests and executing payment and collection operations. It does not have any role related to granting the loan, credit evaluation, or loan management. All credit-related tasks remain the full responsibility of the bank.
2. The bank (Arab Bank) is the only entity authorized to accept or reject the loan application and determine the terms and conditions of the loan (including loan amount, interest rate, fees, repayment period, and any commissions).
3. The electronic wallet (Orange Money) bears no obligation or guarantees regarding the acceptance of the application or the provision of the loan.
4. When applying for a loan through the wallet, you agree to share your personal, transactional, and identification data with the bank for the purpose of processing and credit evaluation of the loan application.

Client Eligibility

1. The client must be registered and active on the electronic wallet (Orange Money).
2. The client's wallet must be verified.
3. The client must be of Jordanian nationality and aged between 18 and 59 years.
4. The application is subject to the terms and criteria of the bank regarding the loan.
5. The client is obligated to provide accurate, correct, and complete data and information.

Installation Deduction

1. The client irrevocably authorizes the electronic wallet (Orange Money) to deduct the due loan installments from the available balance in the electronic wallet account (main account), in accordance with the monthly repayment schedule approved by the bank.
2. The client is obligated to maintain sufficient funds in the wallet on the due dates.
3. In the event of insufficient funds or failure of the deduction process, the client shall be responsible for any consequences, penalties, or late interest imposed by the bank, and Orange Money Company bears no responsibility in this regard.

Responsibilities

1. **Responsibility of Arab bank:**
To review the application, make a decision regarding it, and provide the client with all details, terms, and conditions of the loan upon approval in accordance with the bank's credit policy.

2. **Responsibility of the electronic wallet (Orange Money):**

- Facilitating the electronic submission of the application and transferring it to the bank.
- Executing the deduction of due installments from the client's available balance, if sufficient, and transferring them to the bank.
- Handling any complaints related to technical or operational aspects of the deduction process.

3. **Orange Money Wallet shall not be responsible for:**

- The bank's decision regarding approval or rejection of the loan.
- The time required by the bank to approve or reject the loan or to complete the process of accepting the customer's onboarding with Arab Bank.
- The terms and conditions of the loan determined by the bank.
- Any dispute or claim arising from the loan relationship between the client and the bank.
- Any additional costs or expenses related to obtaining the loan service, or any amendments made by the bank regarding its credit policy. The credit policy for loan services shall be subject to the credit policies and procedures adopted by the bank.

4. **Responsibility of the Customer:**

- The client bears full responsibility for paying all fees related to the loan, including government stamps and loan fees imposed by the bank in accordance with applicable laws and regulations, as well as any life insurance fees due.
- The client acknowledges that the Orange Money wallet cannot be closed or deactivated while a loan or outstanding financial obligations exist. In the event of a request for closure, the bank shall be notified, and the wallet shall remain active until all obligations are fully settled.

All agreements and approvals are obtained electronically through the Orange Money wallet application.

The loan shall be disbursed/paid to the client's wallet in accordance with the approval of the Arab bank and the timetable approved by it, and repayment shall be made monthly according to the automatic deduction mechanism in accordance with the terms agreed upon between the client and the Arab bank. The Orange Money wallet shall be responsible for executing full or partial repayment from the wallet, and the client acknowledges that in the event of insufficient funds for full or partial repayment, they shall be liable to pay the commissions imposed by the Arab bank in accordance with the contract signed by the client.

Fees and Costs

The client bears all fees, interest, and commissions related to the loan in accordance with the terms and conditions of the bank

Complaints and Disputes

1. Complaints and inquiries related to loan approval, loan terms, interest, or outstanding balances shall be directed directly to the wallet (Orange Money), and the wallet shall then communicate with the bank through their service support channels.
2. If the client has any questions, disputes, or complaints related to payment processing or transaction errors that fall under the responsibility of Orange Money, they must be directed to the wallet directly via the toll-free number 0777700141 or 1441.

Privacy and Security

1. **Protection of personal data:** Orange Money is committed to protecting the client's personal data in accordance with applicable data protection laws and regulations in Jordan. Data shall be used only for the purposes of processing loan applications and deducting installments.
2. **Data sharing with the financing entity:** When applying for a loan through the wallet, the client agrees to share their personal, transactional, and identification data with the financing entity (the bank) for the purposes of processing the application and managing installments.
3. By applying for a loan through the wallet, the client agrees to secure cloud hosting of their personal data for storage purposes.
4. In accordance with applicable data protection laws and regulations in Jordan, and within the limits permitted by Jordanian law, the client has the right to withdraw their consent for personal data processing through any method of their choice, including email communication with the company's data controller, provided that withdrawal of consent does not conflict with any contractual or legal obligations of the client or Orange Money. The privacy notice of Orange Money is an integral part of these terms and conditions by reference and can be accessed via:
<https://orange.jo/ar/orange-money/privacy-policy>
5. To exercise data subject rights or submit complaints related to data privacy, the client may contact the data protection officer of Orange Money via:
Dpo.jo@orange.com
6. **Transaction security:** Orange Money is committed to securing all financial transactions through the wallet using approved technical security measures, including encryption and protection against unauthorized access.
7. **Passwords and verification:** The client is responsible for maintaining the confidentiality of access credentials (such as passwords and OTPs) and other verification methods and must not share them with any third party.
8. **Reporting suspicious activity:** The client is obligated to immediately report any unauthorized use or suspicious activity on the wallet to ensure the protection of their funds and data.
9. **Backups and storage:** Data and backups are retained in accordance with Orange Money policies to ensure data recovery when necessary and prevent data loss.

10. No liability for third-party breaches: Orange Money is not responsible for any breaches or losses resulting from the use of third-party systems or devices, or any vulnerabilities in banking networks or the internet.

Amendment and Modification of Terms

Orange Money may amend these terms and conditions at any time and shall notify the client of the changes. The client is responsible for following updates, and the company shall take reasonable steps to ensure that the notification is delivered. Continued use of the service after the amendment shall constitute implicit acceptance of the modified terms.

Correspondence

The client agrees to receive electronic messages and notifications from Orange Money regarding the electronic wallet and any services it provides, and the client agrees that the company may contact them via email, SMS, or the mobile phone associated with their account. The client is obligated to update their contact information whenever it changes.

Governing Law and Jurisdiction

These terms and conditions are governed by and interpreted in accordance with the laws of Jordan. The courts of Amman / Palace of Justice shall have jurisdiction to hear any dispute relating to or arising from these terms or their interpretation. Notwithstanding the foregoing, Orange Money reserves the right to initiate proceedings before any other competent courts or jurisdictions..