

# Terms and Conditions for Enabling the Orange Money Visa Card Addition and Payment Feature through Digital Wallet

The following terms and conditions govern the mechanism for using cards issued by Orange Money on the digital wallet to facilitate payment processes through point-of-sale and online platforms.

These terms and conditions constitute a binding legal agreement between the customer and Orange Money (the Company) and apply to the customer's use of the cards within the digital wallet system. The customer must review these terms and conditions carefully before adding or using any Orange Money cards on the digital wallet system and/or application. By doing so, the customer agrees to comply with these terms and conditions. These are read alongside the general terms and conditions of the electronic wallet service and the terms and conditions of the prepaid card linked to the wallet. In case of any conflict between these terms and conditions and the general terms and conditions of the electronic wallet service, the latter shall prevail.

### **Definitions**

- Company: Petra Mobile Payment Services Company, established under the laws of the Hashemite Kingdom of Jordan, registered in the Companies Register under number 1323, hereinafter referred to as the "Company" or the "Service Provider" or "Orange Money."
- Card: An Orange Money Visa card issued against a specified fee, accompanying the
  Orange Money wallet, used by the cardholder to pay for purchases through the internet
  or at local and international point of sale terminals. It can also be used for cash
  withdrawals through ATMs, subject to withdrawal commissions according to the list of
  commissions approved by the executing banks.
- Customer: The person who opens an electronic wallet in their name and agrees to these
  terms and conditions, registered in the instant payment and transfer system (CLIQ)
  through the company for the purpose of using mobile payment services.
- **Device:** Any smartphone, tablet, smartwatch, or any device supporting contactless payment services via NFC technology.
- Digital Wallet: An electronic application or service used to securely store your payment information, such as card details, enabling electronic payments without the need of presence for cash or physical cards.
- Passcode: The secret code required to unlock any device, including a password, pattern, or biometric identification (as applicable).
- Central Bank: The Central Bank of Jordan (CBJ)



#### **General Provisions**

- a) The customer is solely responsible for maintaining the security and safety of the device, the confidentiality of the device lock, PIN, passcode, and other means of access to the digital wallet or card credentials or any personal or other information related to the device. Sharing the device and/or access means with anyone may enable that person to use the cards and access personal information and/or other data available in the digital wallet system. The customer must safeguard the security of the device and personal identification data with the same diligence as protecting their cash, prepaid card, PINs, and passwords.
- b) The terms and conditions governing the customer's wallet and card do not change upon adding the card to the digital wallet system. The digital wallet simply provides the customer with another method to perform transactions using the card. Any benefits, fees, or costs applied to the customer's card will also apply when using the wallet to access the card. The digital wallet service provider and third parties such as telecommunications companies or data service providers may impose fees as determined by them, which the customer bears without any responsibility on Orange Money.

## Adding and Removing an Orange Money Card from the Digital Wallet

The customer can add an Orange Money Visa card to their digital wallet by following the instructions of the digital wallet application/service provider. Only the Orange Money cards specified by the company are eligible for addition to the digital wallet. In the event a card is inactive, it will not be eligible for transacting where the digital wallet is accepted. Orange Money is not responsible for places that do not accept Orange Money cards or the digital wallet.

The customer should follow the provider's steps to remove/cancel the card from the digital wallet. Orange Money can also suspend the card upon the customer's request.

#### **Privacy and Security**

- 1. Orange Money is not responsible for any loss incurred by the customer resulting from the use of the digital wallet.
- 2. In case of fraud, device loss, or theft, the customer must notify the company and relevant parties such as the telecommunication service provider. The company will then arrange to suspend the service. The customer bears any requirements, costs, fees, or losses related to transactions made using their device before notifying Orange Money of the fraud, loss, or theft, or requesting the suspension of the card.
- 3. The company may, in accordance with the Central Bank's instructions, suspend and/or cancel the feature of adding or paying by Orange Money Visa cards to digital wallet at any



- time, upon informing the customer through available means and confirming receipt of the notification, without any liability on the company.
- 4. When adding a card to the digital wallet, the company collects certain information from the customer to enable the use of the card and facilitate registration/usage.
- 5. The company may also request specific information *-For the purpose of verifying the customer's identity-* related to each card chosen by the customer for use in the digital wallet, for example, but not limited to, last transaction history or current balance, and will not request the full card number or any PINs or security codes. The customer agrees that the company may periodically collect and use technical data and related information, including device technical details, to facilitate service updates. The company may use this information to improve products or provide services or technologies, provided it does not personally identify the customer.
- 6. The customer may receive notifications from the digital wallet regarding card activity. If customer does not wish to receive notifications, customer can adjust the device or digital wallet notification settings.
- 7. The customer must cooperate with the company in all investigations and procedures related to fraud or other issues.
- 8. The customer is solely responsible for protecting his/her card, digital wallet, and any other information on his/her device in case of loss or sale.
- 9. In case of device lock or passcode breach, the customer is fully responsible for all fees, costs, losses, and damages resulting from such breach. If the customer intentionally or unintentionally discloses their passcode, they bear any costs or losses related to transactions made before notifying Orange Money of the fraud, loss, or breach, and requesting the suspension of affected cards.
- 10. The customer must immediately notify the company if their passcode is compromised or disclosed to others and request the suspension of the card due to such disclosure.
- 11. If the customer has questions, disputes, or complaints about the wallet's functions or the device's operational system, they should contact the digital wallet provider or device support channels. Orange Money is not responsible for incompatibilities between the digital wallet system, device, and Orange Money cards.
- 12. For questions or disputes regarding the card or financial transactions, the customer can contact the company immediately via the toll-free number 0777700141 or 1441.



#### Amendments and Modifications of Terms

Orange Money has the right to terminate or modify these terms and conditions at any time and will notify the customer of any changes. If the customer does not agree, customer must remove all Orange Money cards from the digital wallet.

The customer acknowledges that it is their responsibility to read and understand these terms and conditions as updated periodically on the company's website and related platforms. If the customer does not explicitly agree to the changes, they are not authorized to use their Orange Money card after notification of any modifications.

The company will verify receipt of the customer's acknowledgment of any amendments.

## **Company Responsibility**

The company does not manage the digital wallet and is not responsible for providing the wallet service to the customer. The company is only responsible for securely providing information to the digital wallet provider to enable card use for transactions. The company is not responsible for the performance or non-performance of the digital wallet provider or any third parties regarding the agreement between the customer and the digital wallet provider or other parties affecting wallet use.

## Correspondences

The customer agrees to receive electronic messages and notifications from the company regarding their card, electronic wallet, and any services offered. The customer agrees that the company may contact them via email, SMS, or the mobile number registered on their account and must update their contact information if it changes.

## **Third-Party Agreements and Support**

These terms of use are solely between Orange Money and the customer. Services from other parties, including telecom companies and digital wallet providers, may be subject to their own agreements. Orange Money is not responsible for the security, accuracy, validity, or appropriateness of third-party products or services.

It is the customer's responsibility to read and understand the agreements of other parties before adding or using the card through the digital wallet system.

Orange Money does not support or provide assistance for third-party devices, programs, products, or services. For issues or questions about third-party products or services, including device operation, contact the relevant third party.



## **Applicable Law and Jurisdiction**

These terms and conditions are governed by the laws of the Hashemite Kingdom of Jordan. The courts of Amman / Qasr Aladl shall have jurisdiction over any disputes related to or interpreting these terms. However, Orange Money may resort to other courts or jurisdictions as it deems appropriate.