

## Tejari Pay Terms and Conditions

The following Terms and Conditions shall govern the use of Cards issued by Jordan Commercial Bank and activated on the Customer's compatible devices. These Terms and Conditions shall serve as a binding legal agreement between the Customer and Jordan Commercial Bank (hereinafter referred to as the "Bank") and shall apply to the Customer and any other person the Customer authorizes to use the Cards issued by the Bank. The Customer must read the Terms of Use carefully before adding or using any Card via the application. Adding or using the Card through the application is considered as his/her acceptance of these Terms and Conditions. These Terms and Conditions shall be read together with the agreements/applications for the issuance of Jordan Commercial Bank Cards as well as with the Terms and Conditions issued by MasterCard International.

### Definitions:

- **Card:** The credit card, debit card, or prepaid card issued by Jordan Commercial Bank to the Customer and which has not expired, been blocked, suspended or canceled.
- **Customer:** A cardholder who is eligible to hold the Jordan Commercial Bank's Card.
- **Device:** Devices such as smartphones, tablets, or Android smart watches, which the Bank determines are eligible to register the Bank Cards for use in the Tejari Pay Service.
- **Tejari Pay:** A mobile payment service, which allows users to make payments through specific devices using the Cards registered on these devices.
- **Passcode:** The passcode that is required to unlock the device, including the password, passcode, pattern, or biometric identifiers (when required).
- **Default Card:** The Card that will be used by default for purchases/payments. It is usually the first card registered in the Tejari Pay Service, and it can be changed at any time.

### Terms and Conditions of the Tejari Pay Service:

1. The Customer hereby exonerates the Bank from any liability arising from any malfunction or damage that the Customer may face or suffer as a result of the Customer's failure to comply with these Terms and Conditions or as a result of their misuse of the Service, and without the need to give reasons.
2. The Bank may, without any liability whatsoever, reject the Customer's application for subscription to the Service without offering any explanation.
3. If the Bank approves the Customer's application for the Service, the Bank will provide the Customer with a passcode for self-subscription via an SMS/email message.
4. The Bank shall not bear any responsibility for the Customer's failure to follow the aforementioned procedures. As for confidentiality of the passcode, it is the responsibility of the Customer alone.
5. To subscribe to the Service, the Customer must download the "Tejari Pay" Application developed for this Service from the Play Store only.
6. The Customer shall be solely responsible for maintaining the physical security of the device as well as the confidentiality of the device's lock code, PIN, passcode, the Bank application credentials for mobile devices and other means used to access the Bank's Card credentials, any personal information, and other payment information related to the device. The Customer shall also bear full responsibility when sharing the device or the means of accessing the device with any other person, thus enabling that person to use the Cards and access personal information and payment information available through the Service. The Customer must therefore secure the device and credentials in the same way that they maintain

their cash, prepaid cards, direct debit cards, credit cards, PINs and other passwords. In addition, the Customer must set up and enable the device lock code feature which requires a fingerprint or PIN code, password or pattern to unlock the device.

7. Multiple Cards can be registered for use via the Tejari Pay Service, each of which will be linked separately.
8. The Service can only be used on NFC Android devices.
9. In the event of a breach of the confidentiality of the device or passcode, the Customer alone bears full responsibility for all fees, cost, loss and damage, whatever their type or cause, which may result from such breach. If the Customer discloses the passcode, whether intentionally or unintentionally, the Customer shall compensate the Bank for any unauthorized payments, fees, costs or losses, as well as any transaction made because of such breach.
10. The Customer acknowledges that they must notify the Bank immediately in the event that the passcode is compromised or disclosed to another person or entity, or in the event of any fraud, loss or theft of the device, by contacting the Bank's Contact Center, in addition to informing any other concerned parties, such as the communication service provider, etc. In such cases the customer must request the deactivation of the Card from the Bank. Following this reporting, the Bank will make the necessary arrangements to block all transactions that are made using all the Jordan Commercial Bank's Cards on all devices registered in the Service. It is also known to the Customer that they can continue to use the physical plastic card for all registered cards. Moreover, the Customer shall be required to compensate the Bank for any loss, damage, fees or expenses incurred by the Bank as a result of such breach.
11. When adding a Card to the Tejari Pay Service, the Bank will collect certain information from the Customer for the purpose of verifying their identity, in order to enable them to use the Card and to make transactions through the Service.
12. The Customer agrees that the Bank may periodically collect and use technical data and related information, including, but not limited to, technical information about the Customer's device to facilitate the updates to the Bank's services. The Customer also agrees that the Bank may use this information to improve its products or to provide services or technologies to the Customer as long as this is done in a manner that does not personally identify the Customer.
13. The Customer may receive push notifications from the Tejari Pay application, reflecting the Card account activity, these notifications require the availability of an active wireless connection. The said notifications may be displayed on a locked or inactive device screen within the notification tray at the top of the home screen, and they can be displayed even when the device is locked. It should be noted that the Card account activity displayed through these notifications does not include the Customer's name or account information. If the Customer does not wish to receive push notifications, they may disable them through the device settings or application settings.
14. The Customer acknowledges that if they add a Card to a device and they have other devices that share the same account number (referred to as "Other Devices"), the Bank may collect and use the information related to the Card, allow the addition of this Card to Other Devices, and display the last 4 numbers of the Card number and possibly other information on those Other Devices.
15. The Card will not be added to any Other Devices unless the Customer confirms the Card with the Bank on the Other Device.
16. In the event that the Customer deletes one of the Cards registered in the Service on any device, the Bank will continue to allow the use of this Card on the other devices on which the Customer added the Card, If the Customer does not wish to use the Card on other devices, they must delete the Card manually from these other devices.
17. The Tejari Pay Service is not available on rooted devices. The Customer must use the original Android OS to be able to use the Service.
18. The Customer declares that all the transactions carried out through the Service have been made by the Customer, and they have the legal force of official documents, and can be used as conclusive evidence against the Customer. The Customer also declares that the Bank shall not bear any responsibility resulting from any of the transactions carried out through the Service, whatever their type or source, as long as they have been processed according to their own terms.
19. The Bank shall not be responsible for any damage that the Customer may suffer as a result of communication networks or poor transmission and/or reception. In addition, the Bank shall not be responsible for any deliberate malfunction resulting from hacking the Customer's mobile device.

20. The Bank has the right to suspend this Service and/or temporarily block or cancel it if the Customer breaches their contractual obligations with the Bank.
21. The Bank has the right, at any time and without prior notice, to amend, add, change and/or cancel any of the services provided within the Service, or to do the same in respect of the software used in the Service after informing the Customer of that.
22. The Customer shall not exceed the maximum daily or monthly limits specified for purchases/payments, and within the actual balance available in the accounts in accordance with the Bank's instructions in this regard. Otherwise, the purchase/payment order shall be considered cancelled, and the Bank shall not bear any responsibility resulting from not executing the order.
23. The Customer understands that the subscription to the Service automatically provides the Customer with all the services included in it. In the event that the Customer wishes not to use and/or cancel any service or cancel the Service itself, they are required to delete the Service application.
24. The Customer acknowledges that receiving a text message (SMS) for the transactions made on their account, relieves the Bank from any obligation to send written notices. Moreover, sending a text message from the Bank is considered a final binding notification and the Customer thus waives any right to object to the non-delivery of the message because the mobile phone was switched off, disconnected and/or out of service and/or because the Customer did not read it.
25. The Bank is not obliged to issue any notifications of the executed transactions, and the Customer cannot cancel an order executed through the Service. These transactions are considered to have been made with the consent of the Customer.
26. If the Customer receives a text message from the Bank in error, the Customer acknowledges that the Bank shall not be liable for any damage or incur any liability as a result of that.
27. The Bank shall not bear any responsibility in the event of irregular or interrupted service or inaccuracy in the information extracted through it.
28. The Bank has the authority to stop any service(s) provided to the Customer in cases where the Bank suspects the authenticity of the orders or transactions that the Customer carries out using the Cards, mobile phones, the Internet, or any other means of transacting, or where the Bank suspects any data breach, without any responsibility on it, provided that the Customer is notified of this. Though the Bank uses all the possible security means to protect the Customer from the risks of open communication networks, the Bank shall not be responsible for any damage that the Customer may suffer as a result of the risks arising from the use of these networks and the Customer alone shall bear all risks resulting from the use of the service they requested.
29. The Customer acknowledges the accuracy of the Bank's records, agrees to consider them as conclusive and binding evidence in this respect, and finally and irrevocably waives their right to request taking an assertory oath by the Chairman of the Board, members of the Board of Directors, the Director General and/or any of the Bank's employees in any legal action, whether civil or criminal, to which the Bank is a party and for whatever reason.
30. The Customer declares that all types of electronic transactions related to all banking transactions are correct and admissible as evidence against the Customer and that they may not be objected to in any way. The Customer hereby irrevocably waives their right to challenge these electronic transactions in the future or challenge their accuracy. The Customer also understands that electronic transactions include but are not limited to data, texts, images, shapes, symbols, sounds, databases, computer software, electronic data exchange process, information messages, electronic records, electronic contracts, electronic signatures, information processing systems, faxes and e-mail. The Customer agrees that the mere dispatch of an information message to the Customer is considered decisive evidence of the Customer's receipt of the same and such message shall have full legal effect against the Customer.