Terms and Conditions of Digital Banking Services
(the "Terms and Conditions")

I/We hereby agree that the Terms and Conditions set out below shall be applicable to any and all of the Banking Services offered to us through Blink. We hereby irrevocably confirm that (1) we have read and fully understand these Terms and Conditions; and (2) agree to be bound by them.

1. Definitions

"Blink" means a digital banking platform through which Digital Banking Services are made available to Customers through a Digital Channel, and is a registered trademark owned and operated by the Bank.

"Digital Channel" means the electronic method that enables Customers to access the Digital Banking Services, which will initially be in the form of an application accessible through mobile phones and other smart devices. It also refers to any other digital channel that the Bank may make available in the future.

"Bank" means Capital Bank of Jordan (Capital Bank), a public shareholding company duly established and licensed under the laws of the Hashemite Kingdom of Jordan to provide Banking Services, and the owner of the trademark "Blink".

"Digital Banking Services" means the digital banking services made available by the Bank to Customers through Blink, including (but not limited to) opening Blink Accounts, operating and managing such accounts, transferring funds, issuing cards (debit and credit cards), withdrawal services, and any other banking services that may be made available to the Customer from time to time (at the Bank's absolute discretion) through Blink.

"Blink Account" means the digital account opened and managed by the Bank for the Customer on Blink in accordance with the digital on-boarding process set out in the Terms and Conditions, and includes Digital Current Accounts, Digital Savings Accounts, Digital Deposit Accounts, and other accounts made available by the Bank from time to time in Jordanian Dinars or foreign currencies.

"Customer/Person" means any natural person with an active registered account whose application is approved by the Bank. References to such person include all terms denoting the singular, dual, plural, masculine, and feminine.

"Account Opening Application" means the form/application (whether described as an Account Opening Application or otherwise) under which the Bank opens a Blink Account for the Customer.

"ATM" means an automated teller machine or any other machine or device operated using a "Card", whether belonging to the Bank or other participating banks and financial institutions that accept Cards specified by the Bank from time to time.

"Blink Password" means the password comprising letters, numbers and/or any special characters created by the Customer at the time of creating the Blink Account, to be used to access the Banking Services and execute transactions through Blink.

"Signature" means the Customer's signature, whether a live physical signature or an electronic one, on the Terms and Conditions of the Digital Banking Services and the Blink Account Opening Application Form. This includes, without limitation, the Customer's signature signifying their final consent to the transactions carried out when using the Bank's digital services and Blink services, and to any other related services or transactions conducted through the Bank's electronic channels.

"OTP" means a system-generated one-time password sent to the Customer's mobile phone number registered in Blink.

"Customer Username" means a unique customer identification that consists of the Customer's email and password and will be used to enable the Customer to access the Banking Services made available on Blink.

"Blink Statement of Account" means a statement issued by the Bank containing the particulars of the Customer's transactions and dealings and showing the Customer's balance of the Blink Account(s), upon the Customer's request.

"Cloud Computing" means an electronic technology that operates using the World Wide Web (Internet), through which the means enabling the Bank to access electronic applications are made available, allowing the Bank to develop and allocate an electronic application containing the services provided by the Bank to the Customer through the Internet.

"Foreign Currency Account" means a Blink Account opened by the Bank for the Customer in a currency other than Jordanian Dinars.

"Business Day" means any working day on which banks conduct their usual business.

"Card" means a Visa Card (Credit or Debit) issued by the "Bank" to the "Cardholder".

"Cardholder" means the person to whom a Visa Card is issued by the Bank for his/her own use.

"Card Account" means the Visa Card Account opened by the Bank for the purpose of recording all balances and debts relating to the Cardholder under the conditions defined below including, but not limited to, all debts incurred by the Cardholder as a result of any cash withdrawal and/or expenses and/or financial deductions arising out of or relating to Card Transactions or otherwise.

"Cash Collateral Account" means the account opened by the Bank and linked to the credit card granted against cash collateral, for the purpose of holding a cash amount provided by the Customer as security and collateral for their current or future obligations arising from the use of the credit card. This account shall be used exclusively for this purpose and in accordance with the terms and conditions adopted by the Bank.

"Card Transactions" means any cash withdrawals or amounts provided or calculated by the Bank or any Merchant in return for any goods, services, privileges, or reservations (including, but not limited to, any reservations for transportation by air, sea, land, trains, or any other means of transportation, hotel reservations, or accommodation rentals), whether made by the "Cardholder" or using the "Card", "Cards", "Password", or any other means, including, but not limited to, internet, mail, telephone, or facsimile orders and reservations authorized or made by the Cardholder, regardless of whether a sales slip, cash withdrawal slip, or any other voucher is signed by the Cardholder.

"Cash Withdrawal" means the amounts obtained by a person from the Bank or any other bank, financial institution, or ATM bearing VISA's logo, using the "Card", "Card number", "Password", or any other manner authorized by the Cardholder.

"Expenses" means all purchases whose value is payable by the "Cardholder" arising from issuing or using the Card and/or each purchase made using the "Card number" or "Password" whose value is debited, including but not limited to all Card Transactions, fees, commissions, interest, disbursements, damages, attorneys' fees, and expenses.

"Credit Limit" means the maximum debit balance permitted by the "Bank" for the Card Accounts, of which the "Primary Cardholder" shall be notified from time to time.

"Current Balance" means the total balance debited to the "Card Account" payable to the "Bank" according to the "Bank's" records on the date the Statement of Account is issued, inclusive of all Expenses and financial claims.

"Merchant" means any person, point of sale, or juridical person that supplies goods and/or services and accepts the "Card" as a means of payment or reservation by the "Cardholder".

"Utilized Card Balance for Credit Cards" means that the entire Card Account balance shall be paid no later than the due date specified by the "Bank".

"Minimum Payment for Credit Cards" means the percentage specified by the "Bank" from time to time of the unpaid balance or the minimum amount that may be specified by the "Bank" in the Statement of Account.

"Password" means the Cardholder's password that enables him/her to use the Card through ATMs and/or any other authorized ATMs to obtain cash withdrawals.

"Cardholder" means any person in whose name the "Card" is issued and for whom the "Card Account" is initially opened by the "Bank".

"Statement of Account" means the monthly or periodic statement issued to the Cardholder by the "Bank", containing the particulars of the Current Account amount due from the "Cardholder" and payable to the Bank.

"FATCA" means the Foreign Account Tax Compliance Act, which requires, inter alia, that foreign financial institutions and certain other non-financial foreign entities report on the foreign assets held by their US account holders or be subject to withholding on withhold able payments.

2. Digital Banking Services

2.1 The Terms and Conditions shall govern the Digital Banking Services made available to the Customer through Blink.

2.2 The Customer must complete and electronically approve the Account Opening Application through the App. The Account Opening Application shall include the documents and approvals (including the Know Your Customer (KYC) form) and the declarations set forth in paragraph 2.3 below, in addition to any other forms, approvals, or documents required by the Bank as a condition to fulfilling the requirements of the Central Bank of Jordan and/or the Bank's digital policies and procedures.

2.3 The Customer must provide the Bank, upon request, with all data, information, and documents related to their identity and legal and financial status, including:

- Providing data and information related to the Customer, copies of the identity document, and all required documents, including machine-readable physical documents (through scanning, optical identification, or photography) or electronic documents that are electronically readable, including but not limited to, a barcode or QR code.
- Providing the Customer's biometric identifiers when prompted by the system, such as identifiers related to the iris of the eye, fingerprint, facial print, or others.
- Using (Liveness Detection), if required, such as audio-visual communication techniques or others, and the ability to determine the date and time of the audio-visual communication recording process.
- Completing the declaration and electronically signing the KYC form.
- Completing and signing the FATCA disclosure form, if applicable to the Customer.
- Any other documents and/or data that the Bank may request from the Customer from time to time in compliance with any applicable legislation and/or policies and/or procedures.

2.4 The Customer irrevocably and unconditionally authorizes the Bank to verify all information, data, and documents submitted through "Blink", to the extent permitted under the relevant applicable laws, by contacting the relevant authorities or engaging any third party. In addition, the Customer grants the Bank permission to use, store, or transfer any of the Customer's personal information solely for the purpose of verifying the Customer's identity through biometric authentication and detecting any forgery or falsification of documents and/or data, provided that the Bank carries out such actions in accordance with the relevant laws and regulations. The processing of such information shall be limited to the specific purposes of verifying the Customer's identity through biometric authentication and validating the documents and/or data. It is understood that any shared information shall be stored securely in encrypted form.

2.5 The Bank shall review the Account Opening Application and the documents submitted and confirm approval or rejection of the application within 10 days from the date of submission of the application.

2.6 By confirming acceptance of the Terms and Conditions and approving them electronically in accordance with the instructions and requirements of the Blink Application, the Customer hereby agrees and confirms that such acceptance constitutes a valid, binding, enforceable, and legal acknowledgment of consent to these Terms and Conditions.

2.7 The Bank may update the Terms and Conditions, provided that the Customer is notified of such updates and requested electronically to confirm acceptance thereof. The Customer acknowledges and agrees that access to and use of the Digital Banking Services may be denied until the Customer confirms acceptance of the updates to the Terms and Conditions.

2.8 The Customer hereby agrees and acknowledges that all applications, declarations, information, notices, and other communications exchanged electronically between the Bank and the Customer in connection with the Digital Services shall be made in electronic form through Blink. However, the Bank may require the Customer to sign—whether by live physical signature or electronically—any documents, papers, records, or applications related to the digital services requested by the Customer through Blink or through any of the Bank's digital channels.

2.9 Communications between the Customer and the Bank shall be conducted through the permissible communication methods set out in Paragraphs 2.13 and 2.14 of these Terms and Conditions. The Customer may not request the Delivery or receipt of Digital Banking Services through printed paper, physical presence, face-to-face notification, and/or any direct interaction or communication, as such matters shall be subject solely to the Bank's discretion.

2.10 The Customer agrees that the use of the Digital Banking Services (including but not limited to funds transfer, making a bill payment, borrowing, paying a Card Account, applying for or activating or accepting the terms of an additional service, accepting or receiving documents or notices, self-administering the Blink Account(s), or changing any settings, passwords, or contact information stored in the Blink Application) shall have the same force, effect, and enforceability as if signed by the Customer and delivered to the Bank in hard copies.

2.11 The Customer irrevocably agrees and confirms that the Bank's electronic records shall be enforceable and have full probative force between the parties unless an objection from the Customer regarding the transactions is received within 14 days (including, but not limited to, the Blink Account(s) balance, transactions, stored documents, and/or electronic communications). Furthermore, the Customer hereby agrees that the contents of the Bank's electronic records shall be deemed complete and accurate. Copies preserved or extracted through modern technological means, computers, ATMs, or email systems owned by the Bank shall have the same legal evidentiary force as the originals. The copies and printouts provided by the Bank in any dispute shall constitute admissible and binding evidence on the Customer. The Bank shall not be required to present the original documents. The Customer acknowledges being aware that the electronic signatures and transactions attributed to him/her constitute admissible legal evidence binding upon him/her.

2.12 The Customer must be connected to the internet, enrolled, and activated in at least one Digital Channel to access the Blink Application and use the Digital Banking Services, and must download the software (and any updates thereof) needed to access, use, view, and download the application and to enable the Customer to read and save PDF and HTML documents. The Bank may, at its sole discretion, deny service if the Customer has not updated the security features of their software or if their computer or mobile device is disabled or modified (e.g., a "jailbroken" mobile device).

2.13 The Bank may communicate with the Customer by using the following electronic notification methods:

- Email to the address provided by the Customer for use with Digital Banking Services, with documents attached or links or instructions necessary to review documents posted online;
- SMS text message to the telephone number provided by the Customer to the Bank for use with Digital Banking Services;
- WhatsApp message to the telephone number provided by the Customer to the Bank for use with Digital Banking Services;
- Display on the Customer's device screen or any other "in-app" message or alert during the use of the Digital Banking Services and the Blink Application;
- Any other electronic means that the Bank may determine and make available to the Customer from time to time.

2.14 The Customer may communicate with the Bank by using the following electronic notification methods:

- Phone by calling the {Customer Service Team} on the number {065200100}; and
- Message through the Blink Application;
- Any other electronic means that the Bank may determine and make available to the Customer from time to time.

2.15 The Customer shall be solely responsible for notifying the Bank of any change in their registered email, mobile telephone number, or other electronic or postal addresses used for the Digital Banking Services. Such notification shall be submitted to the Bank through any of the permissible notification methods listed in Clause 2.12.

2.16 The Customer shall also immediately notify the Bank of any fraud, hacking, or security breach to enable the Bank to take the necessary measures, including suspending the account or service. If the Customer fails to notify the Bank, the Bank shall be relieved of all liability and liability for damages.

2.17 The Customer shall hold the Bank free from any liability relating to the unauthorized use or loss of the Blink Password for any reason whatsoever.

2.18 Until acceptance of the Account Opening Application by the Bank, the Customer shall not be entitled to perform any banking transaction or benefit from the Digital Banking Services and shall only be allowed limited access to a Digital Channel. If the Bank accepts the Account Opening Application, the Bank shall provide the Customer with full access to the Digital Banking Services within 24 hours after acceptance of the Account Opening Application.

2.19 If the Customer becomes aware of any unauthorized activities on their Blink Account, or that their email or password has been stolen, the Customer shall notify the Bank as soon as possible through any of the permissible notification methods. The Customer shall remain liable for any transactions made using their Customer Username and password.

2.20 The Customer shall be fully liable for keeping and safeguarding the Customer Username and passwords that verify their identity and undertakes not to disclose such identifiers and/or Blink Passwords to others. The Customer shall exercise vigilance when using the Electronic Services in public places. The Customer acknowledges in advance that the Blink Password shall not be used by any other person or entity under any circumstances. All transactions executed using the Customer Username and Blink Password shall be deemed personally authorized by the Customer and shall have the same binding evidentiary effect as official documents certified by the Bank. The Bank shall assume no liability for any transactions executed through the internet or any other source, for any reason whatsoever.

2.21 The Customer acknowledges, understands, and agrees that their signature, electronic registration, Blink Password, and all other verification methods used by the Bank, which may include, but are not limited to, voice and/or video calls, shall be deemed sufficient to verify the Customer's identity with the Bank. Accordingly, all transactions executed using any of these methods shall be considered as having been personally initiated by the Customer, who shall bear sole responsibility for any transactions carried out either personally or by any other person.

2.22 The Customer may not disclose, authorize, or grant any third-party access to their identification documents held with the Bank (including the Customer Username and password). The Customer shall be solely responsible towards the Bank for any unauthorized activities or use of the Digital Banking Services by any third party.

2.23 The Bank may suspend access to the Digital Banking Services if an incorrect password is entered. The Customer may request reactivation of access to such services by contacting the Bank through any of the permissible notification methods.

2.24 The Customer acknowledges and fully understands the risks associated with using the Digital Banking Services, including but not limited to hacking, infringements, unauthorized third-party access to the Digital Banking Services, disclosure and loss of personal data, and electronic fraud. If the Customer fails to notify the Bank immediately upon the occurrence of any such incidents affecting them, the Bank shall be relieved of any liability relating to any losses or claims incurred by the Customer.

2.25 The Customer shall be notified of the suspension, deactivation, or withholding of the Digital Banking Services, or the suspension of any part thereof for a period of time. No prior notice shall be required in cases beyond the Bank's control. The Customer shall accurately follow the automated terms, conditions, and instructions provided by the Bank, which contain detailed information regarding the use of the Digital Banking Services.

2.26 The Customer shall be responsible for securing the protection and maintenance of their devices and paying all related costs, expenses, and fees. The Bank shall assume no responsibility arising from any defect in the software used by the Customer or from the use of unauthorized software that may endanger the safety and effectiveness of the services provided. The Bank shall also assume no responsibility for viruses that may jeopardize the Customer's personal data or Blink Account(s).

2.27 The Bank shall be entitled to debit the Blink Account with any fees/commissions/expenses/interest for providing the Digital Banking Services, in accordance with the published schedule of fees and charges.

2.28 The Bank shall be entitled to refrain from sending any transfers or paying any amounts if the balance in the Blink Account is insufficient at the time the transfer is sent. The Bank shall also be entitled to refrain from sending any transfers if the Customer exceeds the permitted number of transfers per day, provided that the Customer is informed of the reason for not sending the transfers.

2.29 The Customer shall send transfers from their Blink Account within the permitted number of transfers per day and the available balance. Otherwise, the transfer request shall be considered void, and the Customer shall be informed of the reasons why the transfer cannot be sent. The Bank shall assume no responsibility for the Customer's inability to send such transfer.

2.30 All internal and domestic transfers shall be sent automatically and posted to the Blink Account on the day they are sent. The Customer shall not be entitled to cancel a transfer after confirming it (sending the transfer), as such transfers are sent upon the Customer's prior consent. It is understood that SMS notifications related to the transfer are mandatory and officially recognized.

2.31 It is prohibited to deal in any virtual currencies, including but not limited to Bitcoin, in any manner, such as opening an account, exchanging such currencies for any other currencies, and/or sending and receiving transfers for the purpose of selling or purchasing such currencies. Furthermore, the Bank shall be entitled to refrain from executing any financial orders related to such currencies. The Bank shall also be entitled, at any time and without any liability, to close any Blink Account where it determines that the Customer has breached any provisions governing dealings in virtual currencies or for any other related reasons, provided that the Customer is informed upon closure of the account.

2.32 The availability of short message service (SMS) abroad is dependent on the telecommunications company/service provider, and the Customer must notify the Bank of any issues encountered in connection with this service.

2.33 The Bank shall be entitled to immediately close the Blink Account and suspend the Customer's access to the Digital Banking Services if, at any subsequent time, it becomes aware of any erroneous and/or misleading information provided by the Customer or discovers that the Customer is included on any list of persons with whom dealings are prohibited.

2.33.1 The Bank shall assume no liability for any errors relating to fund transfer transactions, such as paying bills, transactions, or receipts through the Digital Banking Services, or for any subscription, file, dossier, or transaction numbers and/or any incorrect numbers that do not relate to the Customer's bills and/or transactions. The Bank shall also assume no liability for any funds transferred in error from the Customer's Blink Account to the account of any company, institution, or public department that issues bills and/or transactions, or for any errors resulting from entering amounts above or below the value of the bill or transaction to be paid, or for the Customer's inability to cancel or amend any transaction made through the Digital Banking Services after confirming it (execution of the transaction). It is understood that the Customer shall be notified of transactions on their account.

2.33.2 The Customer shall be liable for any loss or expenses incurred as a result of invalid and/or inaccurate data or information entered while using any Digital Banking Services for execution by the Bank, and shall remain liable towards the Bank for the invalid and/or inaccurate data provided.

2.33.3 If the Customer finds that the Bank has not executed any requested transaction for any reason, the Customer shall notify the Bank within 7 days from the date on which execution of the transaction was requested. The Bank shall review the Customer's request and inform the Customer of the result as soon as possible, provided that the Bank shall bear no loss incurred by the Customer as a result of failure to execute such transaction for any reason, unless there is negligence on the part of the Bank.

2.33.4 It is understood by the Customer, as a subscriber to the Digital Banking Services, that access to such services may be suspended if an order for executive or precautionary attachment is issued by a judicial authority or if a judgment of liquidation or insolvency is issued. Furthermore, all financial obligations owed by the Customer shall become immediately due and payable, provided that the Customer or any of their heirs is notified accordingly. The Customer also authorizes the Bank to conduct set-off between any amounts owed by the Customer, including interest and commissions, and any balances available in their Blink credit accounts.

2.33.5 The Customer hereby agrees and authorizes the Bank to dispose of all amounts and balances and to sell all shares, bonds, and other securities of monetary value, whether held by the Bank in custody (regardless of the number of accounts or the currencies involved) or as collateral, for the purpose of settling all amounts due from the Customer under these Terms and Conditions and instructions, provided that the Customer is informed and given notice thereof. The Customer further irrevocably authorizes the Bank to dispose of such amounts, balances, shares, bonds, and other securities of monetary value in the manner and at the price the Bank deems appropriate, and to conduct set-off between any of the Customer's credit accounts or Card Account and any other amounts owed by the Customer. In the event of currency differences, the Customer authorizes the Bank to convert such currencies at the prevailing exchange rate on that date, without reference to the Customer.

2.34 The Bank may suspend or terminate the services, with notice to the Customer and for any reason whatsoever, including any technical issues related to data, the closure of Blink Accounts, technical malfunctions, maintenance, modifications, or any expansion and/or development of the networks of the relevant telecommunications company(ies), or by the SMS service provider.

2.35 The Customer declares that all information received through alerts on the banking application is for informational purposes only and shall not, under any circumstances, be deemed conclusive evidence regarding the matter to which it relates.

2.36 The Customer shall have the right to submit any complaint regarding the services or products provided to them. The Bank shall investigate the complaint and verify its validity within ten (10) business days and no later than thirty (30) business days from the date of submission of the complaint. The Customer shall have the right to refer the matter to the Central Bank or the judiciary if they are not satisfied with the response to the submitted complaint. The Bank shall provide the Customer with the available means to facilitate communication with the Central Bank.

Customer complaints may be submitted through any of the following channels:

- Regular mail.
- Email and the Bank's electronic channels: complaints@capitalbank.jo
- The website.
- Toll-free hotline (calls are recorded).
- Toll-free complaints number: 080022332
- In-person visits.
- Complaint boxes available at branches.
- Fax.

2.36.1 The Customer shall immediately notify the Bank of any change to their mobile phone number or any data provided to the Bank through any of the notification methods set out in the Terms and Conditions. Otherwise, all messages sent to the Customer's mobile phone shall be deemed valid. Furthermore, the Customer shall immediately notify the Bank of any loss or theft of their mobile phone by calling +962 6 5200100 or any other number provided by the Bank. The Bank shall not be liable for any loss or claim arising from sending any data through the SMS alerts service to the Customer's mobile phone before receiving notice of its loss or theft. After such notice is received, the Customer shall bear no legal liability, provided that they take all reasonable precautions to safeguard and protect their mobile phone number and notify the Bank of its loss or theft.

2.36.2 The Bank shall assume no legal liability or other responsibility for any failure or delay in transmitting data to the Customer or for any error in such data, unless this results from deliberate acts or negligence by the Bank. In particular, the Bank shall assume no legal liability or other responsibility for consequences arising from any matter beyond its reasonable control, including, but not limited to failure of the Customer's communications equipment to receive data for any reason, any breakdown in communications networks, mechanical failures, failures in transmission paths, functional deficiencies, technical malfunctions, installation errors, interception of transmission paths, or inaccuracies in the Customer's equipment. It is understood that the Bank has not appointed any telecommunications company as its agent or representative and has not formed any partnership, cooperation, joint venture, or other relationship with any such company.

2.37 The Customer undertakes to hold the Bank harmless and free from liability for any cases, claims, demands, legal obligations, damages, losses, costs, or expenses of whatever nature that may arise or be incurred by the Bank as a result of its agreement to communicate with the Customer through the permissible communication methods set out in Clause 2.13 of the Terms and Conditions and/or the Digital Banking Service.

2.38 The Customer authorizes the Bank to: (A) disclose or share any personal information, details, or data with external service providers for the provision of the Digital Banking Services. Notification services via telecommunications include SMS or WhatsApp messages and/or the provision of E-signature-related services, including authentication and certification services. The Customer understands that benefiting from the Digital Banking Services requires a smartphone and software with certain technical specifications, in addition to an appropriate internet connection that supports access to and use of the Digital Banking Services. The Customer shall provide all these requirements at their own expense.

2.39 The Bank shall be entitled to share the Customer's data internally for the purpose of providing the Customer with the Digital Banking Services.

2.40 The availability of short message service (SMS) abroad is dependent on the telecommunications company/service provider. While the Customer is abroad, the Bank may, but is not obliged to, at the Customer's request, send notifications relating to the Digital Banking Services through any other permissible communication methods (such as WhatsApp or email). The Bank shall not be liable for any losses arising from the suspension, malfunction, or interruption of the Digital Banking Services, the Digital Channel, or any related parts thereof while the Customer is abroad.

2.41 The Customer agrees to the actions and procedures implemented by the Bank from time to time for the proper authentication of Digital Banking Services and data processing for the purposes of securing transactions executed through Blink and the Signature. The Customer acknowledges and agrees that the Bank may require, at any time and/or in compliance with the requirements of the Central Bank of Jordan or the applicable laws, the authentication of the Customer's E-signature through an accredited or licensed third-party service provider or by any government authority mandated to provide certification services in Jordan. The Customer hereby agrees to comply with all procedures required for the proper authentication of their E-signature and all procedures that may be required for the purposes of securing the Customer's dealings and transactions conducted through the Digital Channel or enabling the Bank to provide the Digital Banking Services.

3. Blink Accounts

3.1 The Bank may, without a request from the Customer, cover any shortfall in a Blink Account from other Blink Accounts to facilitate withdrawals by the Customer, whether directly or through any means using the Blink Accounts, including Cards and other Digital Banking Services. Furthermore, the Customer authorizes the Bank to transfer funds from the Blink Account(s) to any other account(s) held by the Customer with Capital Bank for the purpose of settling any obligations owed by the Customer to the Bank.

3.2 The Bank shall be entitled to debit any Blink Account with any amounts it pays and any interest, commissions, or fees incurred.

3.3 The Bank may refrain from executing any payment or transfer requests made indirectly (other than by the Account Holder personally). If the Bank doubts the authenticity of any such requests or transfers, it may require confirmation that the requests, orders, and any other banking activities originate from the Customer/Account Holder through any means the Bank deems appropriate.

3.4 The Customer acknowledges and agrees to the following:

- The Bank's accounts and records shall constitute admissible evidence of the accuracy of balances and transactions carried out or to be carried out on the Blink Account. For this purpose, it shall be sufficient for the Bank to provide a Statement of Account extracted from a computer or any other means used by the Bank for such purposes. Furthermore, the Bank's books, including electronic and digital books, and records shall constitute conclusive evidence binding upon the Customer.
- The Blink Statement of Account shall be sent to the Customer periodically on dates determined by the Bank through any of the permissible notification methods set out in Clause 2.13. If the Customer objects to the Blink Statement of Account, they shall specify such objection within 15 days from the date the statement is sent. Otherwise, the Customer acknowledges that the Blink Statement of Account is final and conclusive.
- The Customer may, at their own expense, view and print copies of the Blink Statement of Account through the Blink Application or any other Digital Channel. The Customer may not request any printed copies (stamped or otherwise) of the Blink Statement of Account from the Bank.

3.5 The Customer undertakes under these Terms and Conditions not to use the Blink Account for any commercial purposes and understands that such use may result in the cancellation of the Digital Banking Services and closure of the Blink Account(s), with notice to the Customer.

3.6 The Customer hereby undertakes to provide all documents requested by the Bank through the Digital Channel or any other documents that the Bank may subsequently request, within the time periods specified by the Bank.

3.7 The Customer confirms that they are the beneficial owner of all Blink Accounts and any amounts relating to such accounts.

3.8 The Customer confirms that they shall not deal with any sanctioned countries. The Bank may reject any transfer involving countries, entities, or persons that are or may become subject to economic sanctions.

3.9 Each Blink Account shall be assigned a number, which shall be used in all correspondence between the Customer and the Bank relating to the Blink Account and when depositing into or withdrawing from such account.

3.10 The Bank shall be entitled to impose a maximum withdrawal limit per transaction or within a 24-hour period. If the Customer requests a withdrawal exceeding the maximum limit specified by the Bank from time to time, the Bank shall be entitled to reject the Customer's request or defer its execution until a time determined by the Bank, with notice to the Customer.

3.11 Customer Withdrawals and Instructions

3.11.1 Transactions relating to Blink Accounts shall be executed through the options available on the Digital Channel. If the Customer wishes to notify or instruct the Bank in a manner not available through the options on the application or website, such requests shall be submitted through any of the permissible notification methods set out in Clause 2.13. If the Customer's instructions are unclear or contradictory, the Bank may refrain from acting upon them until such contradiction or discrepancy is resolved to the Bank's satisfaction, without assuming any liability arising therefrom.

3.11.2 All withdrawals from a Blink Account may, depending on the type of account, be made through ATMs and/or any methods approved by the Bank and/or any amendments thereto.

3.11.3 The Bank shall be entitled to reject a withdrawal if the amount requested exceeds the withdrawal amount permitted for the Blink Account and/or if the account balance is insufficient.

3.11.4 Where the Customer gives an instruction to the Bank or uses the Digital Banking Services, no subsequent request by the Customer to disregard such instruction or cancel the execution of any payment or transfer to a third party shall be accepted after the amount has been paid or credited to the beneficiary's account.

3.11.5 The Bank shall be entitled to pay the value of any internal transfer in favor of the Customer (if the transfer is in a foreign currency) in the same currency held in the Blink Account, at the prevailing exchange rate on that day.

3.11.6 The Customer shall be entitled to authorize the Bank to act according to any funds transfer instruction manuals, which include instructions sent by the Customer to the Bank through the Digital Channel or any other permissible means of communication. In the case of any such authorization, the Bank shall be entitled to consider such instruction manuals duly sent by the Customer. The Customer hereby acknowledges and agrees that the Bank shall, without obligation on its part, be entitled to take any security measures it deems appropriate.

3.11.7 The Bank shall be entitled to reject the execution of any transfers or withdrawals from the Blink Account in the event of suspected fraud. However, if the Bank decides, at its absolute discretion, to execute such transactions, the Bank's authorization and the Customer's undertaking set out in these Terms and Conditions shall remain valid.

3.12 Deposits into the Blink Account

3.12.1 Deposits into the Blink Account(s) shall be made through transfers, ATMs, or any other methods. Amounts deposited into the Blink Account shall be made available within 24 hours of the deposit. The Bank shall be entitled, after notifying the Customer, to reject any deposit and/or reduce the amount permitted to be deposited and/or credit the deposited amount and/or any part thereof. Deposits into the Blink Account shall be made in the same currency as that account. The Bank shall notify the Customer if it rejects or reduces any deposit into the Blink Account.

3.12.2 The Bank shall be entitled to accept or reject any deposits into the Blink Account made through domestic transfers by a third party, provided that the Customer is informed in the event of rejection.

3.12.3 The Customer's endorsement of any negotiable instruments to be deposited into the Blink Account shall constitute an endorsement transferring ownership, unless expressly stated to be an endorsement for collection. The Customer's Blink Account number appearing alongside the endorsement shall not give rise to a presumption that the endorsement is for authorization/collection.

3.13 Collection of Funds and Crediting to the Blink Account

3.13.1 Upon accepting negotiable instruments for deposit, the Bank shall be entitled, without assuming any liability, to act as the Customer's collection agent. The deposited amounts shall not be available or withdrawable until fully collected by the Bank.

3.13.2 If the Bank credits/pays the value of any negotiable instruments, including instruments purchased for crediting to Blink Accounts or deposited for collection, such credit/payment shall be considered provisional and conditional upon collection of their actual value. The Customer acknowledges that the laws and regulations applicable in certain countries permit the return/reversal of credits to the Blink Account after a period that varies from country to country. In such cases, the Customer's obligation towards the Bank shall remain valid until such amounts are repaid to the Bank, together with any interest that may accrue at the rates applicable to amounts due under the Bank's loans and facilities, whichever is more favorable to the Bank, in addition to any other charges the Bank may incur.

3.13.3 The Bank shall be entitled, without prior notice or warning, to reverse entries to the Blink Account if the value of the transaction and/or withdrawal has previously been posted to the Blink Account.

3.13.4 The Bank shall assume no liability and/or obligation in relation to the value date of funds, bonds, and negotiable instruments provided by the drawee bank and/or any delay arising from mail and/or other means of communication, loss of mail and/or express shipments, periods required by the foreign collection system, any delay in collection, failure to actually collect, any loss (direct or indirect), or any commissions and expenses incurred by the Customer as a result thereof.

3.13.5 The Bank shall be entitled to charge the Customer interest in accordance with the published schedule of fees and charges if it receives notice that funds deposited into the Blink Account have not been collected, and the Customer has made a withdrawal against the crediting of such uncollected funds, resulting in the account exceeding the permitted limit or its balance falling below the minimum specified by the Bank.

3.13.6 The Bank shall be entitled, without prior notice to the Customer, to reverse any entry made in error to the Blink Account, without assuming any liability towards the Customer as a result thereof. The Customer undertakes to notify the Bank immediately upon noticing any erroneous or incorrect entries and to repay any amounts withdrawn from the principal amounts credited in error immediately upon discovery of such error and/or upon the Bank's first demand.

3.13.7 The Bank shall not be liable for any actions taken by correspondent banks, agents, or intermediaries whose assistance it seeks, or by any entities with which it deals for the purpose of completing any transactions executed or requested by the Customer, nor shall it be liable for any matters arising from such dealings.

3.13.8 The Customer shall bear full responsibility for any measures or restrictions imposed by any authorities, whether domestic or foreign, on Blink Accounts or any Digital Banking Services executed through the Digital Channel.

3.14 The Bank's Right of Set-off

3.14.1 The Bank shall hold all funds, securities, financial instruments, bonds, guarantees, shares, policies, banking papers and documents, gold, and other valuables and property of any kind owned by the Customer, whether in the form of accounts (including Blink Accounts) of any type and/or in any other form, as collateral for settling any debit balance due to the Bank under these Terms and Conditions or any other banking facility agreement, regardless of the Customer's capacity as a debtor and/or creditor of the Bank or the reason for acquiring such property. Furthermore, the Customer agrees that such property shall remain in the Bank's possession as "collateral for credit facilities" until all debts owed to the Bank, including any interest, commissions, and fees, have been paid in full. If the Customer fails to settle such debts upon the Bank's first demand, the Customer hereby irrevocably authorizes the Bank to set off the outstanding debts against their Blink Accounts, provided that the Customer is informed and notified thereof. The Bank shall also have the right to resort to the courts without assuming any liability as a result thereof and shall have priority of repayment over all other creditors of the Customer. This authorization shall be irrevocable and may not be revoked by the Customer without the Bank's written consent. If the outstanding debts are denominated in a different currency, all or part of the Blink Account balance shall be converted into that currency at the prevailing exchange rate and/or the rate issued by the regulatory authorities and applicable at that time. The Customer shall bear and reimburse the Bank for all expenses incurred in this regard.

3.14.2 Blink Accounts opened with the Bank in any currency shall serve as security for one another. The Customer irrevocably authorizes the Bank to deduct from the available credit balance of any of their Blink Accounts or any other accounts held with the Bank for the purpose of settling the debit balance, provided that the Customer is informed and notified thereof.

3.15 Authorization

3.15.1 The Bank shall be entitled, without reference to the Customer and without assuming any liability, to debit any Blink Account or any other account held by the Customer with the Bank with the fees and commissions published in the schedule of fees and commissions, together with interest, paid or incurred by the Bank on the Customer's behalf and/or arising from any dealings between the Customer and the Bank. Furthermore, the Bank shall be entitled to debit any of the Customer's Blink Accounts or other accounts held with it with any expenses due from the Customer, including court fees and the fees of attorneys and legal advisers, regardless of their amount, provided that the Customer is informed/notified of such debit.

3.15.2 The Customer authorizes the Bank to disclose any information requested by any official authority or required by the nature of the transactions and services provided by the Bank and/or requested by the Customer. The Customer also authorizes the Bank to exchange information with other banks where required under legislation and laws issued by regulatory authorities/anti-money laundering and counter-terrorist financing instructions applicable domestically and internationally.

3.15.3 In the event of any dispute between the Customer, the Bank, and any third party concerning any Digital Banking Service, the Customer irrevocably authorizes the Bank to withhold any disputed amount until the dispute is resolved amicably or judicially.

3.16 Exceeding the Blink Account ATM Withdrawal Limit and Falling Below the Minimum Balance

3.16.1 The Bank may, at the Customer's request and at its sole discretion, permit withdrawals from Blink Accounts exceeding the withdrawal limit, without being obliged to do so. Exceeding the Blink Account withdrawal limit shall not constitute an acquired right of the Customer but shall serve as a means of facilitating the Customer's requirements from the Bank.

3.16.2 If the Blink Account balance falls below the minimum at any time during the month, the Bank shall be entitled to charge a low-balance fee in accordance with the list of commissions and fees published on Blink's page.

3.17 Closure of the Blink Account

3.17.1 The Bank shall be entitled, at any time and upon notifying the Customer, to close the Blink Account and demand immediate settlement of the Customer's outstanding obligations, without assuming any obligation/liability of any kind towards the Customer arising therefrom. The Bank shall also be entitled, upon informing the Customer, to close the Blink Current Account if its balance is zero and it remains without any credit or debit transactions for six (6) months.

3.17.2 The Customer shall be entitled, at any time and upon notifying the Bank in writing, to request closure of the Blink Account and payment of the amounts/funds held therein. Execution of such request shall commence if the Blink Account contains sufficient funds to cover any withdrawals exceeding the permitted limit, debts, or interest/commissions due to the Bank. The Customer shall return any Cards or other instruments provided by the Bank.

3.17.3 The Bank shall be entitled to close the Blink Account if the Customer fails to provide any documents requested by the Bank as part of the Account Opening Application or for purposes relating to the Know Your Customer requirements prescribed by regulatory

authorities and/or applicable laws.

3.17.4 The Bank shall be entitled to debit the Blink Account with any commissions or expenses determined by the Bank as a result of closing the Blink Account, provided that this does not conflict with regulatory requirements.

3.17.5 The Bank shall be entitled to close the Blink Account if the Customer's name is included among persons subject to sanctions and restrictions on international, regional, or local lists (inside or outside Jordan).

3.17.6 Dealing in any virtual currencies, such as Bitcoin or any other virtual currencies, in any manner, exchanging such currencies for any other currency and dealing in them through Blink Accounts with the Bank, or sending or receiving any transfers for their purchase or sale is prohibited. In the event of a breach, the Bank shall be entitled to immediately close the Blink Account, with notice to the Customer.

3.18 Foreign Currency Accounts

3.18.1 Withdrawals from or deposits into a Foreign Currency Account shall be made through electronic transfers in the currency of the Foreign Currency Account, based on a written request to the Bank or approved and specified instructions. It is agreed that cash withdrawals from a Foreign Currency Account are not permitted. The Customer shall pay all deferred charges and service fees, regardless of their type or nature, relating to withdrawals from the Foreign Currency Account, in full and immediately upon the Bank's request.

3.18.2 If the Bank is unable to execute a withdrawal or deposit in the currency of the Foreign Currency Account due to restrictions imposed by regulatory authorities or the unavailability of that currency in the market, the Bank shall be entitled to execute the withdrawal in another foreign currency. If withdrawal in the same currency proves impossible, the withdrawal shall then be executed in the local currency at the prevailing exchange rate on the withdrawal date. The Customer shall notify the Bank of the withdrawal seven Business Days before the withdrawal date.

3.18.3 When the Customer makes a withdrawal in a foreign currency from the Foreign Currency Account, the Bank shall be entitled to receive the full exchange rate difference/ commission based on the prevailing exchange rate.

3.18.4 The Bank shall be entitled, at any time and at its sole discretion, upon informing the Customer, to suspend the Foreign Currency Account and send a cheque or cheques to the Customer's registered address for the full credit balance or Card Account balance, at the appropriate time and in the same currency as the Foreign Currency Account, less any amounts owed by the Customer to the Bank, without the Customer having any right of recourse against the Bank.

3.18.5 Notwithstanding any provision of these Terms and Conditions, the Bank shall be entitled to reject any deposit into the Foreign Currency Account at any time, provided that the reasons are explained to the Customer.

3.18.6 The Foreign Currency Account shall be subject to the cash requirements imposed by the regulatory authorities and to the regulatory requirements related to the Bank's compulsory reserve obligations.

3.18.7 The Customer may make withdrawals from the Foreign Currency Account in the local currency, the value of which shall be debited from the account at the prevailing buying exchange rate.

3.19 Current Accounts

3.19.1 Deposits into the Blink Account shall be made directly by the Customer through cash deposits via ATMs or internal transfers. The Customer shall withdraw directly from the Blink Account in cash through ATMs or through outgoing transfers from the application.

3.19.2 Amounts may be deposited into the Blink Current Account within the limits specified by the Bank for cash deposits through ATMs or internal transfers.

3.19.3 The Customer agrees and undertakes as follows:

The Customer authorizes the Bank, at its sole discretion, to debit the Blink Current Account to complete any withdrawals made by the Customer or to deduct interest or commissions relating to any loans, facilities, or obligations owed by the Customer as a debtor or guarantor. The Customer shall immediately settle any obligations owed to the Bank.

3.20 Time Deposit Accounts

3.20.1 Withdrawals from and deposits into the Blink Time Deposit Account may only be made through transfer instructions.

3.20.2 Upon opening a Blink Time Deposit Account, the Bank shall issue a confirmation specifying the deposit amount, its term, and the interest payable thereon.

3.20.3 Credit interest shall be paid on the maturity date of the deposits in accordance with the instructions specified in the application to open the Blink Time Deposit Account, unless the Customer instructs the Bank otherwise at least five Business Days before the maturity date. However, if the Customer fails to notify the Bank five Business Days in advance of their intention not to renew the deposit, the deposit shall be renewed for another equivalent term at the Bank's prevailing interest rate, with prior notice to the Customer.

3.20.4 The Bank shall be entitled, after informing the Customer, to reject any deposits into the Blink Time Deposit Account and/or determine the amounts permitted to be deposited therein and/or return any deposits or any part thereof.

3.20.5 Deposits added during the fixed deposit term shall be held in a non-interest-bearing account and shall be credited to the Blink Time Deposit Account on the deposit's maturity date, unless the Bank agrees otherwise.

3.20.6 If the Customer withdraws the entire deposit before the maturity date, debit interest (the penalty) shall be calculated in accordance with the formula applied by the Bank, provided that the Customer does not lose any portion of the fixed deposit principal.

3.20.7 In the event of the Customer's death, the Bank shall continue to calculate interest on the deposit in accordance with the contract signed with the Customer, notwithstanding the Customer's death, unless otherwise ordered by a competent authority.

3.21 Dormant Accounts

3.21.1 The Customer understands and agrees that funds deposited in a Blink Account that remain dormant for a prolonged period may be subject to statutory limitation under Jordanian laws and may become the property of the Government of Jordan. The Customer agrees that the Bank shall not be liable as a result of such measures taken under Jordanian laws.

3.21.2 A Blink Account shall be considered dormant if no withdrawal or deposit transaction has occurred, the Account Holder cannot be located through their other dealings with Blink, all means of contacting them have been exhausted, and the following specified periods have elapsed since the last withdrawal or deposit transaction, with the Customer's ATM, payment, and credit cards being deactivated:

a. One year for Blink Current Accounts. A notice or SMS message shall be sent.

b. Three years for Blink Time Deposit Accounts. A notice or SMS message shall be sent.

Application Login – Login

- If Customers only log in to the Blink Application without conducting any banking transactions, this shall constitute a means of locating the Customer through their other dealings with Blink and grounds for keeping the account active. Blink shall recalculate the dormancy period.
- If the Customer holds more than one account with Blink (current/deposit), all of which are active, and logs in to the Blink Application on a specific date, that date shall automatically apply to all other accounts when recalculating their dormancy periods.
- When any of the Customer's accounts becomes dormant, the Bank shall continue to execute standing payment orders (periodic payments) previously requested by the Customer and debit loan installments.
- Upon classifying an account as dormant, the Bank shall only charge the dormant account fee specified in the list of fees and commissions published on Blink's page.

3.21.3 A Blink Account shall only be reactivated through a video call and after completing digital authentication within the application following verification of the Customer's identity. The Bank shall then reactivate the account and send an SMS message to the Customer immediately upon reactivation.

3.21.4 The collection of interest, costs, or commissions, the automatic payment of any amounts due, and incoming transfers to the Customer's account, including salary transfers, shall not constitute reactivation of the Blink Account.

3.21.5 The Bank shall be entitled to conduct set-off between the dormant Blink Account and any other debit accounts or obligations due to the Customer.

3.21.6 The Bank shall be entitled, while suspending the debit and credit cards associated with the Blink Account, to continue calculating interest and profits credited to Blink Accounts in accordance with the contract in force on the date the Blink Accounts become dormant.

3.21.7 The Bank shall continue to send periodic notices and Blink Statements of Account to the Customer upon request.

4. Transfers

4.1 Fund Transfers Between Blink Accounts:

4.1.1 The Bank shall execute transfers directly on the same day specified by the Customer where the transfer is made between the Customer's Blink Accounts, except for Blink Term Deposit Accounts, to which the amount shall be credited and transferred on the following day.

4.1.2 Where a transfer is made from a Blink Account to a Blink Account held by another Customer, the amount shall be immediately debited from the Customer's Account and credited to the beneficiary's Account.

4.1.3 Where a transfer is made from the Customer's Blink Account to other accounts, the amount shall be debited from the Customer's Account on the same Business Day and transferred within the following three (3) Business Days. The Bank shall not be liable for any delay in executing the requested transfer due to circumstances beyond its control.

4.1.4 In the event of suspension and/or cancellation of any of the Digital Banking Services for any reason whatsoever, any transfer and payment orders previously issued by the Customer shall remain valid and enforceable on the date specified by the Customer, unless the Customer requests, at his/her sole responsibility, the cancellation of the transfer in accordance with the conditions set out in the Article below.

4.1.5 The Customer may request the execution or cancellation of an existing transfer and/or payment order, provided that such request is submitted before the Bank executes the relevant transfer and/or payment order. Notwithstanding the foregoing, the Bank shall be entitled, upon notifying the Customer, to accept, amend, or reject the Customer's request.

4.2 Transfer Requests

4.2.1 All transfer requests shall be subject to all applicable Jordanian laws, regulations, and instructions issued by the relevant regulatory authorities in this regard.

4.2.2 The Customer declares that the aggregate amount of the transfer, together with the aggregate amount of all other transactions previously executed by the Customer during the current calendar year, does not exceed the maximum limit permitted by the regulatory authorities.

4.2.3 The Customer acknowledges, under these General Terms and Conditions, that the execution of any transfer/payment order shall be subject to any foreign exchange restrictions imposed worldwide. Under no circumstances shall the Bank's liability in respect of the disbursement of a transfer or payment of transferred funds exceed the amount permitted to be paid in the currency in which the transfer is to be withdrawn, or the extent to which the transferred funds are subject to governmental or other restrictions in force at the place of payment upon receipt of the payment instructions. Neither the Bank nor any of its correspondent banks or agents shall be liable for any delay or loss caused by or arising from any law or order issued by any government or governmental authority, or from any other cause whatsoever resulting from such restrictions.

4.2.4 Unless otherwise expressly agreed with the Customer in writing, the Bank may, at its sole discretion, convert the amounts received from the applicant into a foreign currency at the Bank's prevailing exchange rate on the date of receipt of such amounts.

4.2.5 Where a transfer is requested in a currency other than the national currency of the country to which the transfer is made, neither the Bank nor its correspondent banks or agents shall assume any liability if the laws and regulations of that country expressly prohibit payment in a currency other than its national currency, provided that the Customer is notified of the inability to execute the transfer for this reason.

4.2.6 The Bank shall be entitled to adopt and implement its customary procedures for issuing transfers or transferring funds through Digital Channels. The Bank shall also be entitled to engage any correspondent bank, sub-agent, or other institution on behalf of the Customer. However, neither the Bank nor any of its correspondent banks or agents shall, under any circumstances, be liable for any breaches, irregularities, omissions, errors, or delays arising in connection with the transmission of transfers, whether by bank draft, postal order, telegraph, wireless transmission, or any other means. The Bank may also transmit any message relating to such transfer in plain language, code, or cipher.

4.2.7 The Bank shall not be liable, directly or indirectly, for any errors or omissions committed by any correspondent banks, sub-agents, other agents, or their respective employees.

4.2.8 Neither the Bank nor any of its correspondent banks, agents, or employees shall be liable for any damages and/or losses that may be incurred by the Customer or the ultimate beneficiary as a result of the beneficiary bank›s refusal to pay the amount of the transfer or any part thereof.

4.2.9 The Bank shall not be liable for any losses or delays caused by the laws and regulations of the country in which payment is to be made, or by any act, error, or omission on the part of the beneficiary bank.

4.2.10 The Bank shall not be obliged to execute any transfer requests unless sufficient funds are available in the Customer›s Blink Accounts or other accounts held with the Bank to cover the amount of the requested transfers and any fees, commissions, or other charges payable in connection with their execution, provided that the Customer is notified of the insufficient balance. However, if the Bank elects, at its sole discretion, to execute any transfer request for any reason whatsoever notwithstanding the insufficiency of funds in the Blink Account, the Customer shall be obliged to reimburse the Bank for all amounts incurred in executing such transfers, together with interest and commissions calculated at the rates prevailing at the Bank on the date such amounts are debited to the Blink Account. The Customer hereby acknowledges that the Bank›s execution of a transfer under the circumstances described in this Clause shall not confer upon the Customer any right to automatic approval by the Bank of any subsequent request to reissue a transfer without sufficient funds.

4.2.11 The transfer of funds in the requested currency shall be subject to any foreign exchange regulations or other restrictions imposed by the relevant regulatory authorities under the laws and regulations of the country to which the transfer is made. The Bank shall not be liable for any loss, delay, or damage arising from such regulations or restrictions.

4.2.12 The Customer hereby declares and agrees as follows:

i The collection of transfers shall be subject to any foreign exchange restrictions or other restrictions imposed by the regulatory authorities under the applicable laws and regulations of the country in which collection takes place. Neither the Bank nor any of its correspondent banks or agents shall be liable for any loss, delay, or damage arising from such regulations or restrictions.

ii The Bank shall take reasonable measures to enable it to execute transfers on the Business Day following the date of receipt thereof, unless the execution of such transfers requires the Customer to provide additional information, documents, or data in this regard.

iii Transfers shall be transmitted within two (2) Business Days. Where the Bank agrees to execute transfers with a value date falling on the same day on which the transfer request is submitted, the funds may not be received by the beneficiary bank on that same value date due to differences in time zones between the banks of the parties involved in the transfers, on the one hand, and the cut-off times adopted by such banks for processing domestic transfers, on the other hand.

4.2.13 The Bank shall not be entitled to cancel transfer requests after the amounts to be transferred have been debited to the Blink Account. However, if the Bank agrees, at its sole discretion and in accordance with its internal policies and subject to the applicable laws and regulations of the beneficiary bank, to refund the amount for any reason whatsoever, the Bank shall have the option to make such refund at the prevailing buying exchange rate of the relevant currency, after deducting all applicable fees and commissions.

4.2.14 The Customer authorizes the Bank to exchange information and/or any relevant documents with any institution involved in the transfer request, whenever the Bank, at its sole discretion, deems such exchange necessary, without such disclosure constituting a breach of any of the Bank›s obligations towards the Customer, particularly those relating to banking secrecy.

4.2.15 The Customer confirms his/her agreement to bear all liabilities arising from the Bank›s engagement of any third party in connection with the transmission of transfers, including, but not limited to, any expenses, costs, charges, fees, or additional financial liabilities incurred by or payable by the Bank to such third parties.

4.2.16 The Bank shall be entitled to amend the amount of the transfer fees, provided that the Customer is notified accordingly.

4.2.17 Neither the Bank nor any of its correspondent banks or agents shall assume any liability arising from the pledging or retention of transferred funds by other entities or official authorities in the beneficiary›s country or elsewhere.

4.2.18 Where a transfer request does not contain sufficient information, the Bank shall not be liable for any damages arising from delays in executing the transfer. The Bank shall also be entitled to reject the transmission of any transfer due to non-compliance with its regulatory directives, policies, or internal procedures, provided that the Customer is notified of the reasons and justifications for such rejection.

4.2.19 The Customer agrees that the Bank shall be entitled, at any time it deems appropriate, to implement security measures and any other procedures, including the exercise of the required «professional due diligence», to identify the parties involved in the financial transaction the Customer intends to execute, determine the purpose of such transaction, and establish the nature of the relationship between the Bank and the beneficiary.

4.2.20 Without prejudice to any requirements stipulated under the applicable laws and regulations, the Customer authorizes the Bank to disclose to third parties any information, invoices, documents, or other relevant particulars, to the extent relating to the financial transaction, including, but not limited to, the Customer›s Blink Account number/International Bank Account Number (IBAN), date of birth, contact information, the beneficiary›s address and contact information, and the purpose of the transfers as stated in the outgoing transfer details, where such disclosure is required by the regulatory authorities in the country of the bank responsible for making the payment or in the beneficiary›s country, or as the Bank deems appropriate.

4.2.21 The Customer hereby declares that any transfer made from a Blink Account to a beneficiary's account held with any bank, whether within or outside the country, where the International Bank Account Number (IBAN) system is adopted, shall be executed based on such IBAN. In countries where the IBAN system is not applicable, the Customer shall bear all expenses and costs incurred if the paying bank transfers the funds to the beneficiary's account based solely on the account number, without verifying that it matches the beneficiary's name.

4.2.22 The Customer shall bear any costs incurred where the amount of any outgoing transfer from a Blink Account is debited to the beneficiary's account based on an IBAN or account number that does not match the beneficiary's name or any other details specified in the transfer request.

5. Credit Cards and Debit Cards

5.1 In consideration of the approval by Capital Bank of Jordan (hereinafter referred to as the "Bank") to issue a Credit Card to the applicant as specified below (hereinafter referred to as the "Cardholder"), and at the Cardholder's request, the Cardholder agrees to the terms and conditions set out below governing the use of the Visa Card (hereinafter referred to as the "Card"). The Cardholder hereby undertakes and agrees to provide an absolute and unconditional guarantee for the fulfilment of the obligations stipulated herein and acknowledges that he/she shall be solely liable for the settlement of all amounts due from the Cardholder arising from the use of the Card, regardless of their value and for as long as such amounts remain outstanding. Where the Credit Card is issued against cash collateral, such guarantee shall remain valid and irrevocable until the Bank notifies the Cardholder otherwise. The Cardholder further agrees that all amounts, funds, bonds, shares, and any other assets of monetary value belonging to the Cardholder, whether held in the Bank's custody, deposited with the Bank, or registered in the Cardholder's name in the Bank's records, shall constitute collateral securing the settlement of all amounts due from the Cardholder under the Visa Card membership. The Cardholder hereby irrevocably authorizes the Bank, in the event of the Cardholder's failure to fulfil his/her contractual obligations towards the Bank, to dispose of any or all of the foregoing assets, in any manner and at any time the Bank deems appropriate, and at such price as the Bank may determine. The Bank shall also be entitled

to effect set-off between any of the Cardholder's payment card accounts and any amounts due from the Cardholder. In the event of currency differences, the Cardholder authorizes the Bank to convert the relevant currencies, as necessary, at the prevailing exchange rate on the date of conversion. All the foregoing actions shall be carried out upon notifying the Customer accordingly.

5.2 Issuance of Cards

5.2.1 The Card shall be used exclusively by the Cardholder and shall be subject to these Terms and Conditions. The Card shall remain valid for use until the expiry date indicated thereon.

5.2.2 As a precondition for approving a Credit Card application, the Bank may require the applicant/Cardholder to provide an undertaking and/or a promissory note, cash deposit, and/or bank guarantee in favor of the Bank, in such amount as may be determined by the Bank. The Bank shall retain such security throughout the validity period of the Card and for as long as any debit balance remains outstanding on the Card Account. In the event that the entire debit balance is settled, the Bank shall retain such security for a period of no less than ninety (90) days from the date of cancellation of the Card.

5.2.3 The Cardholder expressly agrees that the Bank shall be entitled to pledge any amounts deposited in the Blink Account, Blink Term Deposit Account, or any other account held by the Cardholder with the Bank, or any amounts deposited with the Bank as collateral for the issuance of the Card, for a period of at least ninety (90) days following the cancellation of the Primary Card and its return to the Bank. The Bank shall also be entitled to effect set-off between any amounts owed by the Cardholder to the Bank and any such deposited amounts, upon notifying the Cardholder accordingly, whether the cancellation is initiated by the Bank or at the Cardholder›s request.

5.2.4 The Bank shall be entitled to change the design of the Card at any time without prior notice.

5.2.5 The Card shall at all times remain the property of the Bank and shall be delivered directly to the Customer upon request.

5.2.6 The Customer shall be entitled to obtain Card services electronically. The Card shall be delivered to the Cardholder personally or by regular or express mail to the address provided by the Cardholder to the Bank, at the Cardholder›s sole risk and responsibility.

5.2.7 Upon receipt of the Card, the Cardholder shall immediately sign all necessary and required documents. The Cardholder›s signature shall constitute conclusive evidence of his/her acceptance of the Terms and Conditions applicable to Cardholders, regardless of whether the Cardholder has notified the Bank of receipt of the Card.

5.2.8 If the Cardholder does not wish to be bound by the Terms and Conditions applicable to Cardholders, he/she must cut the Card into two halves and return both halves to the Bank. In such event, the provisions of Clause (8) of these Terms and Conditions shall apply.

5.2.9 The Card shall be non-transferable, and the Cardholder shall not misuse the Card.

5.2.10 The Cardholder shall be prohibited from pledging the Card as security for any purpose whatsoever.

5.3 Use of the Card

5.3.1 The Visa Credit Card enables the Customer to use the Bank's ATMs locally to withdraw and deposit funds, deposit cheques, transfer funds between accounts, request a regular Statement of Account by ordinary mail, request a special Statement of Account, inquire about account balances, change the Password, and benefit from any other Banking Services that the Bank may make available from time to time. The Card also enables the Customer to use ATMs worldwide bearing the Visa Credit Card logo to make Cash Withdrawals and obtain account balance information. Furthermore, the Card enables the Customer to purchase goods and/or services from Merchants locally and internationally through point-of-sale (POS) terminals bearing the Visa Credit Card logo (for Credit Cards), which accept and process Card Transactions upon debiting the relevant amount, if any, from the Blink Account against which the Card was issued.

5.3.2 The Cardholder shall not permit any other person to use the Card and shall keep the Card and any associated Password under his/her direct and personal control at all times. The Bank shall send a One-Time Password (OTP) message specifying the amount to be debited from the Customer's Account, and the Customer shall not disclose or share such message with any third party.

5.3.3 The Cardholder shall be liable for any credit facilities or other facilities granted by the Bank in connection with the Card, together with all related fees and charges specified in the Schedule of Fees and Commissions published on the Banking Application and the Blink page.

5.3.4 The Credit Card shall be issued for use in connection with the facilities made available by the Bank from time to time, at its sole discretion, including, but not limited to:

i Payment for the purchase of goods and/or services charged to the «Card Account».

ii Cash Withdrawals.

5.3.5 Where the use of the Card involves Cash Withdrawals from ATMs, the Cardholder shall be liable for all transactions executed using the Card, whether with or without the Cardholder's knowledge or express or implied authorization. The Cardholder hereby authorizes the Bank to debit his/her Blink Account with any amount withdrawn as evidenced by the transaction receipt. The Cardholder further agrees that the record of any transaction executed using the Card shall constitute conclusive and binding evidence in all circumstances.

5.3.6 The Bank may assign a «Password» to the Cardholder for use at any ATM that accepts Credit Cards. The Cardholder hereby agrees to the following:

i The Password may be sent to the Cardholder by ordinary mail, express mail, or electronically through the Application or by SMS. The Cardholder shall not disclose the Password to any person whatsoever and shall take all necessary precautions and exercise due diligence to prevent its disclosure to any third party.

ii The Cardholder shall exercise due care to prevent the loss or theft of the Card. The Cardholder shall be fully liable towards the Bank for all transactions executed using the Card and Password, whether with or without the Cardholder's knowledge.

iii Any cash or cheque deposits made using the Card through any ATM or other electronic payment device operated by the Bank shall be subject to verification by two of the Bank's employees. The Cardholder agrees that the amount so verified shall be deemed the correct amount of the deposits made. Furthermore, any cheques deposited shall be accepted for collection, and no proceeds shall be made available until the cheques have been cleared.

iv The Cardholder may use the Credit Card within the Credit Limit notified to him/her by the Bank.

v The Cardholder undertakes not to use the Card for any unlawful purpose whatsoever, including the purchase of goods or services or for gambling activities in violation of Jordanian laws.

vi The Customer agrees to the maximum permitted Cash Withdrawal/purchase limit and acknowledges that such limit may be amended, provided that prior notice is given to the Customer.

5.4 Cash Withdrawals

The Cardholder may request a Cash Withdrawal in any amount acceptable to the Bank, at its sole discretion, through the following means:

i Using the Card at any ATM operated by the Bank or any other institution with which the Bank has made prior arrangements for the use of its ATMs or those of such institution. In such cases, each Cash Withdrawal shall be subject to the applicable daily ATM withdrawal limit.

ii The use of the Card to obtain a Cash Withdrawal shall constitute the Cardholder's final and irrevocable consent to pay the fixed transaction fee applicable to Cash Withdrawals, as determined by the Bank from time to time and specified in the approved Schedule of Fees published on the Blink page.

Credit Cards Issued Against Cash Collateral / Cash Collateral Account

For the purposes of these Terms and Conditions, the "Cash Collateral Account" means an account opened by the Bank and linked to a Credit Card issued against cash collateral, for the purpose of holding a cash amount provided by the Customer as collateral and security for his/her existing or future obligations arising from the use of the Credit Card. This Account shall be used exclusively for such purpose and in accordance with the Terms and Conditions adopted by the Bank.

The Customer acknowledges and agrees that, where he/she applies for a Credit Card against cash collateral, the Bank shall open a Cash Collateral Account and link it to the Credit Card for the purpose of holding a cash collateral amount equivalent to one hundred and ten per cent (110%) of the approved Credit Limit of the Credit Card in local currency, as security for the Customer's obligations arising from the use of the Credit Card.

In the event that any portion of the cash collateral is used to settle outstanding amounts, the Credit Limit shall be automatically reduced in proportion to the remaining balance in the Cash Collateral Account.

The Customer further acknowledges and agrees that all amounts deposited or held in the Cash Collateral Account shall remain blocked and pledged in favour of the Bank. The cash collateral amount shall remain blocked for a period of thirty (30) days from the date of cancellation or closure of the Credit Card, or until all obligations and outstanding amounts owed by the Customer have been fully and finally settled and discharged in accordance with the Bank's approved records, whichever is later. The Customer shall not be entitled to dispose of, withdraw, or request the release of any such amounts without the Bank's approval and until all obligations relating to the Credit Card have been fully discharged.

The Customer expressly and irrevocably acknowledges and agrees that the Cash Collateral Account may not be displayed as a separate account on the Bank's Application or through any of the Bank's digital or electronic channels, in accordance with the operational and technical procedures adopted by the Bank. The non-display of such Account shall not affect the validity of its opening, the blocking of funds held therein, or any of the legal, contractual, or regulatory effects arising therefrom.

The Customer further acknowledges that the provisions relating to the Cash Collateral Account are clearly and separately presented to him/her within the Terms and Conditions governing the Credit Card application through the Bank's digital or electronic channels. The Customer's electronic acceptance of the Credit Card Terms and Conditions and completion of the Credit Card application procedures shall constitute his/her express and irrevocable acknowledgment that he/she has read, understood, and accepted these provisions and all legal and contractual consequences arising therefrom.

5.5 Authorization

5.5.1 Upon issuance or renewal of the Credit Card, the Cardholder agrees to pay the applicable charges to the Bank and authorizes the Bank to debit his/her Blink Account with the applicable annual fees, in accordance with the published Schedule of Fees and Charges.

5.5.2 The Cardholder undertakes not to exceed the «Credit Limit» determined by the Bank without obtaining the Bank's prior approval to increase such limit. The Cardholder further undertakes not to make any purchase or execute any transaction that may cause the aggregate debit balance of his/her obligations towards the Bank, arising from all purchases and transactions, to exceed the Credit Limit. In the event that the Cardholder exceeds the Credit Limit, which shall constitute a breach of this Clause, the Cardholder shall immediately pay the full amount exceeding the Credit Limit, together with the amount payable under Clause)5.8(of the Cardholder Terms and Conditions, in addition to any commissions, fees, and interest calculated at the prevailing rate on the date such amounts are debited to the Card Account, in accordance with the instructions of the regulatory authorities. The Cardholder hereby authorizes the Bank to debit his/her Blink Account with all or any of such charges. The Bank shall also be entitled to debit the Cardholder's Blink Account with Cash Withdrawal fees in accordance with the rules and regulations of Visa International. If the Cardholder fails to pay the full amount requested by the Bank as specified above, all outstanding balances on the Cardholder's Account shall become immediately due and payable.

5.5.3 In the event that the Cardholder exceeds the Credit Limit without obtaining the Bank's prior approval, the Bank shall be entitled to immediately cancel the Card, provided that the Cardholder is notified accordingly. In such event, all outstanding amounts under the Card, including fees and interest, shall become immediately due and payable to the Bank.

5.5.4 All amounts paid for the purchase of goods and/or services, Cash Withdrawals, and all other transactions executed using the Card shall be debited to the Card Account, together with all annual fees, transaction fees, additional expenses, interest charges, and late payment fees, in the currency used for such purposes and specified in the Statement of Account.

5.5.5 The Cardholder hereby irrevocably authorizes the Bank to debit his/her Blink Account specified in the Card Application with all amounts due arising from the use of the Card, including commissions and interest, on any date the Bank deems appropriate. The Cardholder further undertakes to maintain sufficient funds in his/her Blink Account to cover all Cash Withdrawals made using the Card, whether within or outside the Hashemite Kingdom of Jordan.

5.5.6 The Bank shall have the absolute right to increase or decrease the permitted Card withdrawal limit, without incurring any liability arising therefrom, provided that the Cardholder is notified of the new limit, as the Bank deems appropriate. Such right shall remain in force throughout the validity period of the Card and any subsequent renewals thereof.

5.5.7 In the event that insufficient funds are available in the Blink Account to cover the full amount and commissions due on the Card, the Bank shall have the absolute discretion to charge debit interest on the outstanding debit balance of the said Account at the rate prevailing on the date such interest is debited to the Blink Account, in accordance with the Bank's policies and the regulations and instructions issued by the regulatory authorities.

5.5.8 If the Cardholder fails to pay the Minimum Payment by the payment due date, the Bank shall impose a late payment fee in accordance with the Bank's published Schedule of Fees and Charges.

5.5.9 All amounts due from the Cardholder shall be payable in the currency used for billing the Card Account.

5.5.10 All amounts received by the Bank from the Cardholder may be applied in the following order or in accordance with any other order of priority as the Bank deems appropriate:

i All outstanding interest, expenses, charges, Cash Withdrawals, fees, and other unpaid charges included in any previous Statement of Account.

ii All outstanding interest, expenses, charges, Cash Withdrawals, fees, and other unpaid charges included in the current Statement of Account.

iii All outstanding Card Transactions and unpaid fees included in any previous Statement of Account.

iv All outstanding Card Transactions and unpaid fees included in the current Statement of Account.

v All Cash Withdrawals and Card Transactions that have not yet been included in the current Statement of Account.

5.5.11 The Bank shall be entitled, at its absolute discretion and upon notifying the Cardholder accordingly, to amend the rates or methods of calculating the annual fees, additional charges, and Minimum Payment.

5.5.12 In the event that the Cardholder disputes having executed a transaction and it is subsequently established that the transaction was executed by the Cardholder, the Bank shall be entitled to impose a fee upon completion of the investigation into such transaction, in accordance with the Bank's published Schedule of Fees and Charges, in addition to any fees or commissions imposed by international payment networks.

5.5.13 The Bank's acceptance of overdue payments or any part thereof, or of cheques or fund transfers designated as payment in full, or the Bank's waiver of any of its rights or granting of any facilities to the Cardholder, shall not constitute a waiver by the Bank of its right to subsequently enforce any of its rights under the Cardholder Terms and Conditions in respect of the collection of outstanding amounts. Nor shall such acceptance constitute the Bank's agreement to amend these Terms and Conditions in any manner whatsoever.

5.5.14 The Cardholder expressly agrees, under these Terms and Conditions, that the Utilized Card Balance shall become immediately due and payable, and that the provisions of Clause 5.5.8 hereof shall apply if any amounts become due from the Cardholder to the Bank under the Card Account, or if the Bank makes a demand upon the Cardholder in respect of any of the Customer's Blink Accounts, or if the Cardholder breaches the terms governing such Accounts or the terms of any banking facilities granted by the Bank to the Cardholder.

5.5.15 Notwithstanding the Bank's exercise of any of its rights under these Terms and Conditions, interest, finance charges, and payment fees calculated at the rates prevailing on the relevant dates shall continue to accrue on any amounts remaining due and unpaid. This shall apply notwithstanding the exercise by the Bank of any of its rights. In the event that a judgment is issued ordering payment of any amount to the Bank, interest, finance charges, and late payment charges on the amounts awarded in favour of the Bank shall continue to accrue from the date of such judgment until the full amount awarded to the Bank has been paid.

5.5.16 Any cheque deposited shall be accepted for collection purposes only, and no proceeds shall be made available until the cheque has been cleared and the proceeds have been paid to the Bank by the paying bank. No cash deposit shall be deemed received by the Bank until the corresponding amount has been credited to the Card Account.

5.5.17 Where the Cardholder settles outstanding amounts in cash or by depositing cheques through ATMs or electronic payment devices approved by the Bank, the crediting of such amounts or cheques to the Card Account shall remain subject to verification and review by the Bank, whose decision in this regard shall be final and binding. Any receipt or notification issued by the device upon deposit shall constitute evidence only

of the deposit transaction as entered by the Customer and shall not be deemed final confirmation of the acceptance of the amount or the accuracy of the deposit details until verified by the Bank.

5.5.18 The Cardholder agrees that any of the Bank's records relating to any transaction executed using the Card shall constitute conclusive and binding evidence against the Cardholder in all circumstances.

5.5.19 The Cardholder's failure to receive a Statement of Account shall not constitute sufficient grounds for failing to pay any outstanding amounts on their respective due dates.

5.5.20 The Cardholder shall not be permitted to transfer funds from one Card Account to another for the purpose of settling outstanding amounts.

5.5.21 The amounts actually deposited through ATMs shall be relied upon, rather than the details entered by the Customer at the time of deposit. The Customer hereby authorizes the Bank to credit the relevant Account with the amount actually deposited.

5.5.22 In the event of any discrepancy between the amount debited for a Cash Withdrawal and the amount actually received by the Customer, or if the Customer does not receive any amount, the Customer shall notify the Bank accordingly. Otherwise, the Bank shall not assume any liability towards the Customer for such discrepancy. The results of the Bank's reconciliation and verification of the amounts shall serve as the basis for determining the validity of the Customer's claim regarding any shortfall.

5.5.23 In the event that any transaction appears on the Card Statement of Account which the Customer has not executed, the Customer shall be entitled to dispute such transaction in accordance with the procedures adopted by the Bank. If the Customer's entitlement to a chargeback is established, the amount of the disputed transaction shall not be credited to the Blink Account until it has been actually recovered from the relevant collecting bank and credited in favour of Blink. The Customer acknowledges that the recovery process may take up to two (2) months in accordance with the rules and regulations of Visa International. If the Customer's claim is found to be unjustified, the Bank shall be entitled to deduct any fees and charges arising from the procedures undertaken and efforts expended, or any amounts paid to the relevant collecting bank or any other related party, in accordance with the fees and rates approved by the Bank.

5.5.24 The information displayed on the ATM screen shall constitute an integral part of the terms and conditions governing the transaction/contractual relationship. The Bank's determination shall constitute admissible evidence confirming the validity of such terms and conditions.

5.6 Loss of Card/Password

5.6.1 In the event of loss or theft of the Card, or disclosure of the Password to any third party, the Cardholder shall immediately notify the Bank of such loss, theft, or disclosure of the Card details. The Cardholder shall also report the incident to the relevant police station in the country where the loss, theft, or disclosure occurred.

5.6.2 If the Cardholder fails to report the loss or theft of the Card, the Cardholder shall be fully liable towards the Bank for the payment of all amounts debited to the Card Account arising from any Card Transactions, goods or services supplied by Merchants, Cash Withdrawals, or transactions executed by any person through ATMs using the Card, whether with or without the Cardholder's knowledge and regardless of whether such person was authorized by the Cardholder.

5.6.3 The Bank may, at its sole discretion, issue a Replacement Card for any lost or stolen Card or issue a new Password, subject to these Terms and Conditions or any other terms and conditions the Bank may deem appropriate, provided that the Customer is notified accordingly. The Bank shall also be entitled to debit the Cardholder's Account with the applicable Replacement Card issuance fee, in accordance with the Bank's published Schedule of Fees and Charges.

5.6.4 If a lost or stolen Card is subsequently recovered, the Cardholder shall immediately return the Card to the Bank in a destroyed condition without using it. The Cardholder shall not use the Password after notifying the Bank that it has been disclosed to third parties.

5.7 Termination

5.7.1 The Bank shall be entitled to cancel the Card at any time, provided that the Customer is notified of such cancellation and the reasons therefor. The Cardholder shall return the Card issued to him/her by the Bank. In such event, the outstanding Card balance, together with all interest, commissions, and other charges, shall become immediately due and payable to the Bank.

5.7.2 In the event of the Cardholder's death, the Bank shall be entitled to terminate the use of the Card without prior notice.

5.7.3 In the event that the Cardholder's property is pledged or becomes subject to an attachment order and/or liquidation, or the Cardholder is declared bankrupt and/or becomes unable to pay his/her debts or insolvent, or breaches any of these Terms and Conditions, or makes irregular payments, the Cardholder shall be prohibited from using the Card(s) and shall return the Card(s) to the Bank in a destroyed condition. All amounts due from the Cardholder shall become immediately due and payable, subject to the issuance of a warning or notice. Such obligation shall thereafter remain binding upon the Cardholder's heirs.

5.7.4 Notwithstanding the payment provisions set out in Clause (5) above, all outstanding amounts in the Card Account, together with any amounts incurred through the use of the Card that have not yet been debited to the Cardholder's Card Account, shall become immediately due and payable in full upon termination of the relationship with the Customer, in accordance with the Card Terms and Conditions.

5.7.5 The Cardholder shall be entitled to cancel the Card at any time upon notifying the Bank accordingly, provided that all financial obligations arising from the use of the Card have been fully settled. The Cardholder shall return the Card to the Bank.

5.7.6 The Cardholder and/or his/her heirs shall be liable for settling all debit balances outstanding in the Card Account. The Cardholder and/or his/her heirs shall indemnify the Bank against all costs (including legal fees and expenses, and any charges incurred in recovering such outstanding amounts).

5.7.7 The Bank shall be entitled to issue the Customer a Credit Card Clearance Certificate within seven (7) days following the full settlement of the outstanding Card balance.

5.8 Exemptions and Exceptions

5.8.1 The Bank shall not be liable towards the Cardholder for any loss or damage of whatever nature that the Cardholder may incur, whether caused by a Merchant, any other bank, or financial institution, as a result of any ATM or electronic payment device refusing to process a transaction using the Card, rejecting the Card or the Customer's identification card, or refusing to execute a Cash Withdrawal within the Credit Limit or provide any other service.

5.8.2 The Bank shall not be liable for the refusal of any Merchant, institution, and/or Visa International to accept the Card, or for any defect or deficiency in the goods or services supplied to the Cardholder by any Merchant, as applicable, or for any breach or failure by a Merchant to process a Card Transaction.

5.8.3 In the event of any dispute between the Cardholder and any Merchant, bank, financial institution, or other person, the Cardholder's liability towards the Bank shall not be affected in any manner whatsoever by such dispute or by any counterclaim or right of set-off that the Cardholder may assert against such Merchant, bank, financial institution, or person. The Bank shall not be a party to, or otherwise involved in any capacity in, any dispute or legal proceedings initiated by the Cardholder against a Merchant.

5.8.4 The Bank shall not assume any liability whatsoever towards the Cardholder for any loss or damage of whatever nature arising from the failure of any ATM, communication device, facility, data processing system, or transmission link to operate, or from any defect, malfunction, or breakdown thereof, or from the temporary unavailability of sufficient funds in such machines, or for any other reason whatsoever, whether beyond the Bank's control or otherwise.

5.9 Disclosure of Information

5.9.1 The Cardholder authorizes the Bank to disclose and provide any information relating to the Cardholder's accounts held with the Bank or any of his/her banking relationships, as the Bank deems appropriate, whether within or outside the Hashemite Kingdom of Jordan, to and among the following:

i The Bank's head office, any of its offices, branches, affiliates, representative offices, subsidiaries, related companies, or any of its partners.

ii Any partner or sub-partner having an interest in the Bank's rights relating to the Accounts, or any of its Merchants or any successor having an interest in the Bank's rights relating to the Accounts.

iii Any agent, service provider, contractor, or third party providing the Bank with services of any kind in connection with the conduct of its business.

iv Any financial institution (with which the Cardholder maintains or proposes to establish a banking relationship), for the purpose of examining his/her Accounts.

5.9.2 The Cardholder agrees to the disclosure of information, including the Customer's last known address, to any bank, Visa International, or any of the Cardholder's heirs, and to the disclosure of new, renewed, or Replacement Card numbers to Merchants and any other authorized parties.

5.9.3 The Cardholder shall, upon request, provide the Bank with information concerning his/her financial standing. The Cardholder further authorizes the Bank to verify the accuracy of such information. If the Cardholder fails to provide the requested information, the Bank may, upon notifying the Customer, refuse to renew, suspend, or immediately cancel the Card, without prejudice to the Bank's right to claim any outstanding amounts due under the Card.

5.9.4 All data and information obtained from the Customer within the framework of the contractual relationship shall be subject to the banking secrecy provisions stipulated under the applicable Banking Law.

5.10 Indemnification

The Customer shall bear all costs, fees, legal expenses, and attorneys' fees incurred by the Bank as a result of the Customer's failure to comply with these Terms and Conditions or otherwise, which may be debited to the Card Account and shall be payable by the Cardholder.

5.11 Right of Set-off

5.11.1 In addition to any right of set-off or other rights conferred upon the Bank by law, the Cardholder agrees that the Bank shall be entitled, at its sole discretion and at any time, upon notifying the Customer, to combine or consolidate all or any of the Cardholder's accounts held with the Bank, of whatever type and whether denominated in Jordanian Dinars or any other currency, and to effect set-off or transfer any amounts standing to the credit of such accounts for the purpose of settling any amounts due to the Bank. The Bank shall be entitled to exercise such rights even where the balances of the relevant account(s) and the outstanding amounts are denominated in different currencies. The Cardholder hereby authorizes the Bank to effect such combination, consolidation, set-off, and transfer, including any necessary currency conversions at the Bank's prevailing exchange rates.

5.11.2 For the purpose of enforcing any obligations owed by the Cardholder to the Bank, whether pursuant to a court order, legal proceedings instituted to establish the Cardholder's bankruptcy or inability to fulfil his/her obligations, or for any other reason whatsoever, the Bank shall be entitled, at any time and in any place, to retain or place under attachment any amounts received, recovered, or collected under these Terms and Conditions or pursuant to any other security or guarantee in favour of the Cardholder, as the Bank deems appropriate. The Bank shall be under no obligation to apply any such amounts, or to take any of the foregoing actions, towards the discharge of any amounts due to the Bank.

5.12 Notices

5.12.1 The Cardholder shall immediately notify the Bank of any changes in the employment, business, address, or work, office, or residential telephone number of the Primary Cardholder and/or Supplementary Cardholder, using any of the permissible notification methods set out in these Terms and Conditions.

5.12.2 All Cards, Username information, notices, Statements of Account, or any other communications under these Terms and Conditions (hereinafter referred to as the "Communications") may be delivered personally, sent by ordinary or express mail to the Customer's last known address as declared to the Bank, or transmitted electronically through a Digital Channel. All such Communications shall be deemed delivered to the Cardholder on the date of delivery if delivered by hand, on the following Business Day if sent by mail, or immediately upon transmission if sent electronically through a Digital Channel. Furthermore, all Communications sent to the Primary Cardholder shall be deemed to have been sent to both the Primary Cardholder and the Supplementary Cardholder under these Terms and Conditions.

5.13 Authorizations under Instructions Issued by Mail and Wireless Communications

5.13.1 The Cardholder authorizes the Bank to accept and rely upon any notices, directions, requests, or other communications issued by the Cardholder from time to time by telephone, through a Digital Channel, by facsimile, email, or any other means agreed upon with the Customer, or which appear to have been issued by or on behalf of the Cardholder (the "Instructions"). The Bank shall be entitled to act upon and treat such Instructions as having been issued with the Cardholder's full authorization and as binding upon the Cardholder. The Bank shall also be entitled to take any action in connection with or in reliance upon such Instructions, whether they involve directions to pay certain amounts, debit any of the Blink Accounts, dispose of funds, collateral, or documents, or enter into agreements or arrangements binding upon the Cardholder with the Bank or any other person. Such Instructions may also bind the Cardholder to any other transactions or arrangements, regardless of their nature or the amounts involved.

5.13.2 The Bank shall not be obliged to accept or act upon any Instructions involving any of the following:

- Amendments to the authorization mandate.
- Changes to the authorized signatories.
- Granting a Power of Attorney to another person or entity.
- Closure of the Card Account(s) and transfer of any remaining balances in any manner whatsoever.

Where the Bank acts in accordance with such authorizations and Instructions, the authorizations and Instructions issued by the Cardholder shall remain valid and effective unless and until the Bank receives a notice of termination from the Cardholder. Such termination shall not relieve the Cardholder of any liability arising from actions taken by the Bank in reliance upon such authorizations and Instructions. The Cardholder further undertakes to indemnify the Bank against all losses, claims, lawsuits, legal proceedings, fees, attorneys' fees, and expenses incurred by the Bank as a result of the Customer's failure to comply with matters relating to the Instructions and authorizations issued by the Cardholder, of whatever nature or cause, arising from or in connection with the relevant Instructions.

5.13.3 Any Instructions issued by the Bank to the Cardholder by facsimile, email, ordinary mail, SMS, telephone, or video call shall be deemed valid and binding upon the Cardholder. The Bank may act upon such Instructions and shall be entitled to rely upon communications made through any of the foregoing means as evidence before the courts.

5.14 General Terms and Conditions of Cards

5.14.1 The Cardholder shall sign any additional documents that may be required by the Bank from time to time.

5.14.2 The Bank shall be entitled to appoint an agent to collect all amounts due to the Bank from the Cardholder under these Terms and Conditions.

5.14.3 The Bank shall be entitled, at any time and without the Cardholder's consent, to assign all or any of its rights or obligations under these Terms and Conditions to any third party whatsoever, whether a bank or otherwise, or to assign such rights or obligations to more than one party, whether individually or collectively, together with all or any part of the related collateral and guarantees.

5.14.4 The Bank may renew the Card annually, provided that the Customer is notified of the renewal arrangements one month before the Card's expiry date, unless the Customer notifies the Bank otherwise.

5.14.5 The Cardholder authorizes the Bank, at its sole discretion, to record any Instructions and to use such recordings as evidence before the courts or in any other legal proceedings.

The Bank shall review any request submitted by the Customer by telephone and verify the Instructions issued, or purported to have been issued, by the Customer during the telephone call. Upon completion of the Bank's verification procedures and review of the request, the Customer shall be liable for the consequences arising from such Instructions.

5.14.6 The Terms and Conditions contained herein shall be binding upon the Cardholder, who shall not be entitled to assign any of his/her obligations hereunder to any other person.

5.14.7 Each of these Terms and Conditions shall be deemed separate and severable from the others. If any one or more of these Terms and Conditions becomes void, illegal, or unenforceable at any time, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in any manner whatsoever.

5.14.8 The Bank may, at any time and unconditionally, waive any of these Terms and Conditions or any default or breach by the Cardholder in the performance of his/her obligations. Except as expressly provided above, no indulgence, waiver, omission, or forbearance on the part of the Bank, nor any failure to enforce or breach of any of these Terms and Conditions, shall constitute a waiver of the Bank's rights or powers. No act or conduct of the Bank shall be deemed a waiver unless expressly confirmed by the Bank in writing. Any such waiver shall apply solely to the specific matter to which it relates and shall not constitute a waiver of any other provision of these Terms and Conditions.

5.14.9 With respect to discounts and special offers provided by the relevant Merchants, the Bank makes no warranty or representation regarding the method of delivery, quality, design, specifications, or any other particulars of such offers. Such products and/or services shall be subject to availability and shall be provided on a first-come, first-served basis.

5.14.10 With respect to discounts and special offers provided by the relevant Merchants, the Bank shall not assume any liability arising from the withdrawal, cancellation, alteration, or modification of any such products and/or services by any Merchant. The Bank shall also be entitled to amend the benefits available to the Cardholder at any time, provided that the Customer is notified of the existing benefits or any amendments thereto.

5.14.11 The Bank shall not be liable for any goods or services purchased by the Cardholder. In all circumstances, the Cardholder shall remain obliged to pay all amounts due under these Terms and Conditions.

5.14.12 The Cardholder authorizes the Bank to take any actions it deems appropriate and/or necessary for the purpose of complying with applicable domestic and international anti-money laundering and counter-terrorism financing laws and regulations of whatever nature, including, but not limited to, closing any accounts held by the Cardholder, refusing to accept any inward fund transfers or requests relating to the Cardholder's Accounts, and/or refusing to execute any transactions with the Bank. The Cardholder further authorizes the Bank to pledge any amounts held in any Blink Account and/or place a hold on any deposit and/or fund transfer belonging to the Cardholder, immediately, at any time, and in any currency whatsoever, without being required to obtain the Cardholder's written consent or notify the Cardholder of the reasons for taking such action.

5.14.13 The Customer agrees that the Bank may deliver the Card to his/her address registered with the Bank, subject to the following:

a) The Bank shall have full authority to determine the company and/or entity responsible for delivering the Card to the Customer.

b) Before receiving the Card, the Customer shall present a valid identification card issued by the Civil Status and Passports Department or, if the Customer is a non-Jordanian national, his/her original passport, to enable the delivery company's representative to duly verify the Customer's identity.

c) Upon completion of the registration of the Customer's information by the delivery company's representative, the Customer shall receive an envelope containing the Card and an acknowledgment of receipt.

d) Upon receiving the aforementioned acknowledgment of receipt, the Customer shall sign it in the designated space and write his/her full name in the presence of the delivery company's representative. The Customer shall then hand the signed acknowledgment to the representative for return to the Bank.

5.14.14 Special Instructions for Disputing Card Transactions

- The statutory period for disputing a Card Transaction shall be one hundred and twenty (120) days from the date of execution of the transaction, in accordance with Visa International procedures. Upon expiry of this period, the Customer shall forfeit his/her right to dispute the transaction.
- The disputed Card Transactions must have been posted to the Customer's Bank Statement of Account.
- The dispute fee shall be placed on hold in accordance with the Schedule of Fees and Commissions published on the Bank's website. If the dispute is found to be valid, the hold on the dispute fee shall be released in favour of the Customer.
- The applicable international rules and procedures governing chargeback claims shall apply to transactions not executed by the Customer or to any erroneous or duplicate transactions.
- If the dispute submitted by the Customer is unsuccessful, any differences in the transaction amount or additional expenses incurred by the Bank shall be debited to the Customer's Account.
- If the dispute is resolved in the Customer's favour, the amount held shall be transferred to the Customer's Account.

6. Exceptional Circumstances

Neither the Bank nor any of its branches shall be under any obligation to provide Digital Banking Services or execute any pending transaction for the Customer and/or any third party, nor shall they assume any liability whatsoever towards the Customer or such third party for any diminution in the value of funds or any losses, charges, fees, or expenses (whether direct or consequential) that may be incurred by or on behalf of the Customer as a result of any of the following:

i Value dates assigned to funds by the beneficiary bank;

ii Delays arising from postal services, facsimile, telex, SWIFT, or other means of communication;

iii Losses occurring in the course of postal delivery or express courier services;

iv The time required for foreign collection systems to process transactions or complete the collection of funds;

v Computer malfunctions and any delays arising therefrom;

vi Deposit transactions;

vii Taxes, duties, or diminution in the value of funds;

viii Unavailability of the required funds due to currency exchange and/or transfer restrictions;

ix Any measures or restrictions imposed by domestic or international authorities;

x War, civil disturbances, labour disputes, fires, natural disasters, and/or any other causes whatsoever, regardless of their nature or type, provided that they are beyond the Bank's control.

7. Authorization for Disclosure under the Foreign Account Tax Compliance Act (FATCA)

7.1 The Customer hereby irrevocably and unconditionally authorizes the Bank to close his/her Blink Account if the Customer refuses to disclose any information requested by the Bank for reporting purposes under the Foreign Account Tax Compliance Act (FATCA), or provides false information. In the event that the Customer refuses to disclose any such information or provides false information, the Customer shall be solely liable for any consequences arising from such breach. However, if it is established otherwise by any means the Bank deems reasonable, the Bank shall be entitled to disclose any details relating to the Account to the United States tax authorities and to withhold any amount at the request of such authorities, provided that the Customer is notified of such withholding. The Customer further undertakes to notify the Bank of any changes to the information previously disclosed, failing which the Customer shall bear full liability for any consequences arising therefrom.

7.2 The Customer hereby irrevocably authorizes the Bank, without incurring any liability arising therefrom, to undertake the following:

i Withhold any amount from any of the Customer's Blink Accounts at the request of the Internal Revenue Service (IRS) or any relevant party and remit such amount to the aforementioned parties.

ii Disclose any information relating to the Blink Account at the request of the United States tax authorities or any relevant party. The Customer further grants prior consent to provide the Bank and/or the United States tax authorities with any documents that may be required, without the Bank or any of its employees incurring any liability arising therefrom.

8. Governing Law and Jurisdiction

8.1 Governing Law

It is understood and agreed that any dispute or controversy arising out of or in connection with these Terms and Conditions and/or the Digital Banking Services, including any matters relating to any type of Blink Account, funds transfers, or the use of the Card, shall be governed by and construed in accordance with the applicable laws of the Hashemite Kingdom of Jordan. Such matters shall also be subject to the rules and regulations of Visa International and the Terms and Conditions governing the national network connecting the ATMs of local banks.

8.2 Jurisdiction

The courts of Amman/Palace of Justice shall have jurisdiction to hear and determine any disputes or controversies arising hereunder, provided that the Bank shall be entitled, at its sole discretion, to institute legal proceedings against the Customer/Cardholder before any court of its choosing. The Customer/Cardholder hereby grants the Bank the absolute right, at its sole discretion, to institute legal proceedings against him/her before the competent courts or enforcement departments of the Hashemite Kingdom of Jordan and/or any other court or competent authority within or outside the Hashemite Kingdom of Jordan, where the Customer owns movable or immovable property. The Bank shall also be entitled to institute legal proceedings against the Customer/Cardholder in any country in which the Customer/Cardholder resides, owns movable or immovable property, or conducts business. The institution of legal proceedings in any jurisdiction shall not preclude the Bank from instituting concurrent or subsequent legal proceedings in the same jurisdiction or in one or more other jurisdictions. Notwithstanding the foregoing, the Customer/Cardholder shall be entitled to institute legal proceedings exclusively before the courts of Amman, Jordan.

9. Acknowledgment and Consent to the Processing of Personal Data

(In accordance with the applicable legislation, instructions, and relevant regulatory requirements)

9.1 Consent to the Collection and Processing of Personal Data

I hereby expressly consent to the Bank collecting, processing, using, and retaining my personal and financial data and any data or information provided by me or lawfully obtained by the Bank, in accordance with the applicable legislation, instructions, and relevant regulatory requirements.

The data that may be processed include, but are not limited to:

- Personal identification and identity data;
- Contact and residential information;
- Financial, banking, and credit information;
- Employment and income information;
- Banking transaction and service data; and
- Any other data necessary for the provision of Banking Services or compliance with legal and regulatory requirements.

9.2 Purposes of Processing

Personal data shall be processed for the following purposes:

Management of the Contractual Relationship and Banking Services

To verify identity, open and operate accounts, provide and manage banking and digital products and services, and execute instructions, requests, and transactions.

Compliance with Legal and Regulatory Requirements

To comply with Know Your Customer (KYC) requirements, Anti-Money Laundering and Counter-Terrorism Financing (AML/CFT) requirements, and any other legal or regulatory obligations.

Risk Management and Credit Assessment

To conduct verification and credit assessment procedures and manage risks, including exchanging information with entities or institutions legally licensed or accredited for such purposes.

Service Improvement, Quality Management, and Security

To improve the quality of services and systems, enhance information security, manage operational risks, and prevent fraud and misuse.

9.3 Data Retention Period

Personal data shall be retained throughout the duration of the banking relationship with the Bank and following its termination, for the periods required under the applicable legislation, instructions, and relevant regulatory requirements.

9.4 Sharing of Personal Data with Third Parties

I agree that the Bank may share or transfer my personal data, within or outside the Hashemite Kingdom of Jordan, with such entities or third parties as the Bank deems necessary for the provision of services or the fulfilment of legal, regulatory, or operational obligations, in accordance with the applicable legislation, instructions, and relevant regulatory requirements, and in compliance with the Bank's adopted Privacy Policy.

Further details regarding the sharing or transfer of personal data are available in the Privacy Policy published on the Bank's website: https://www.capitalbank.jo/en/institutional/privacy-policy

9.5 Digital Acknowledgment and Consent

I hereby expressly acknowledge and consent to the Bank processing, using, and sharing my personal data for the mandatory purposes specified above. I understand that failure to provide such consent may result in the Bank being unable to provide some or all of its services or complete the procedures for opening and operating the Account.

9.6 Acknowledgment and Signature

I hereby acknowledge that I have read and understood the contents of this Acknowledgment and Consent to the Processing of Personal Data and voluntarily agree to all the provisions contained herein. I further declare that all data and information provided by me to the Bank are true and accurate.

10. Optional Processing (Separate Consent)

The consents set out in this Section are optional and shall not affect the ability to open an Account or obtain essential Banking Services.

I agree that the Bank may use my contact information to send notifications, information, and marketing or promotional offers relating to the products and services of the Bank, its subsidiaries, or its approved partners, through various communication channels, including, but not limited to, SMS, email, electronic notifications, and digital applications.

I agree to receive marketing and promotional notifications and communications and acknowledge my right to withdraw this consent or modify my marketing preferences at any time through the Bank's approved channels, without affecting the lawfulness of any processing carried out prior to the withdrawal of consent. Such channels include, but are not limited to:

- Branches: By visiting any of the Bank's branches;

- Contact Centre: Where requests are recorded and processed;

- Email: info@capitalbank.jo.