



## **Dinarak**

### **Terms and Conditions for the Dinarak – Mastercard Card Related to the E-Wallet (Classic Edition)**



**Please read these Terms and Conditions carefully before using the Dinarak Mastercard.**

These Terms and Conditions form a binding agreement between the customer and the Integrated Electronic Payment Services Company ("Dinarak", "Company") regarding the issuance and use of the Dinarak Mastercard linked to the electronic wallet ("the Card"). These Terms are complementary to the Terms and Conditions of the E-Wallet and the Services and they do not affect any rights or obligations established under those terms or the Applicable Law.

**Who We Are.** The Integrated Mobile Payment Services Company, a licensed provider operating under the supervision and oversight of the Central Bank of Jordan.

**Updates to the Terms and Conditions.** We may amend the Terms and Conditions from time to time. The version published in the Application or on the website at the time of use shall remain valid, and users will be notified of any material amendments through appropriate channels before they take effect, as whenever required by law. The User's continued use of the Services after the effective date of any amendments constitutes the User's acceptance of the amended terms.

**Changes to the App/Website.** We may modify the Application or website, including content or features, at any time for performance, security, or regulatory reasons. When legally required, users will receive prior notice.

**Suspension or Discontinuation of the App/Website.** The Company does not guarantee that the App, the website, or any of their content will always be available or operate without interruption. The Company may, for business, operational, security, or regulatory reasons, suspend, withdraw, or limit access to the App or website in whole or in part. Where it is practically possible, the Company will provide reasonable advance notice before taking such action. To the extent permitted by Applicable Law, the Company will not be held liable for any indirect or consequential losses arising from any suspension or discontinuation.

**Disclaimer of Liability.** To the extent permitted under applicable law, the Customer acknowledges and agrees to release and hold harmless the Company, its affiliates, directors, employees, and agents from any liability for losses, costs, or expenses (including reasonable legal fees) arising out of third-party claims related to: (1) the Customer's content or data; (2) the Customer's use of the Application, website, or Services in violation of these terms or any Applicable Law; or (3) any bad faith or fraudulent conduct by the customer.

## **Definitions**

**Company:** The Integrated Mobile Payment Services Company, duly registered in accordance with the laws of the Hashemite Kingdom of Jordan in the register of Private Shareholding Companies under number (1121), hereinafter referred to as the "Company" and/or the "Service Provider" and/or "Dinarak."

**Bank:** The Central Bank of Jordan.

**Instant Payment and Transfer System (CliQ):** A system operated by Jordan Payments and Clearing Company and supervised by the Central Bank of Jordan, in which banks, companies, and customers are registered for the purpose of executing financial transactions and recording all transactions carried out through the system.

**Service:** The mobile payment service provided through direct integration with the Instant Payment and Transfer System (CliQ), or any other service provided by the Integrated Mobile Payment Services Company; including the issuance and use of the Card.

**Card:** The Dinarak Mastercard card linked to the Customer's electronic wallet held with the Company, which enables the Customer to conduct cash withdrawal or purchase transactions within the limits of the wallet balance and the approved usage limits.

**Agreement:** The Terms and Conditions and any other documents issued by the Company governing the contractual relationship between the Company and the Customer in relation to the opening of the E-Wallet, the issuance of the Card, and the use of the Service.

**Customer:** The natural person who owns the E- Wallet, applies for the Card, and in whose name the Card is issued and linked to the E- Wallet.

**E- Wallet:** As defined in the Company's Terms and Conditions governing the E- Wallet.

**Applicable Law:** All laws, regulations, and binding instructions applicable to the Company, including those issued by the Central Bank of Jordan.

**Mastercard Rules:** All rules, regulations, instructions, and agreements governing the issuance, use, and processing of Mastercard card transactions, including the rights and obligations of the participants in the payment system (issuer, acquirer, merchant, cardholder, and transaction processor).

## Terms and Conditions

1. Any Customer wishing to obtain the Card shall be required to complete and sign the Company's approved Card issuance application or form, whether in hard copy or electronically through any channel designated by the Company, and to provide all data, information, and documentation required to complete the issuance of the Card and its linkage to the E- Wallet.
2. The Customer represents and warrants that all data, information, and documents submitted in the Card issuance application or form are accurate, complete, and up to date, and shall bear full and sole responsibility for any loss or damage arising from any inaccuracy, incompleteness, or failure to update such information, including any resulting legal or financial liability.
3. The Customer authorizes the Company, directly or through any licensed third party, to verify the accuracy of the submitted data, information, and documents, including performing any inquiries, checks, or audits required under Applicable Law and the relevant instructions of the Central Bank of Jordan relating to customer identification, anti-money laundering, counter-terrorism financing, and financial consumer protection.
4. The Company reserves the right, at its reasonable discretion and in accordance with its internal policies and regulatory requirements, to accept, reject, suspend consideration of, or cancel any application for the issuance of the Card, without being required, to the extent permitted by Applicable Law, to disclose the reasons for such decision.
5. The Customer acknowledges that signing the Card issuance application or form, whether electronically or in writing, together with acceptance of these Terms and Conditions, constitutes the legal basis for the issuance of the Card and its linkage to the E-Wallet and governs the contractual relationship between the Parties with respect to the Card.
6. All transactions carried out using the Card shall be deemed transactions executed through the E-Wallet and shall be subject to the same limits, restrictions, and fees applicable thereto, unless the Company expressly provides otherwise.
7. The Card is issued exclusively to natural persons and may not be issued to or used by companies or other legal entities. The Company may cancel any Card found to have been issued or used in violation of this provision without incurring any liability.
8. Issuance of the Card is conditional upon the Customer maintaining an active E-Wallet with the Company that satisfies Know-Your-Customer (KYC) and due diligence requirements in accordance with Applicable Law and the instructions of the Central Bank of Jordan.
9. The Dinarak Mastercard entitles the Customer to withdraw funds, purchase goods, conduct electronic commerce transactions, and perform other approved financial transactions.
10. The Customer may use the Card solely within the balance of the linked E-Wallet. The daily, monthly, and annual usage limits approved by the Company are communicated through the Company's website, Application, or any other means determined by the Company.
11. The Company shall have no obligation to process any transaction exceeding the E-Wallet balance or the applicable Card limits and may refuse or reverse any such transaction.
12. If any negative balance arises on the E-Wallet or the Card for any reason whatsoever, including post-settlement adjustments, exchange rate differences, reversals, refunds, or offline transactions, the Customer shall immediately settle such balance. The Company may deduct the outstanding amount from any funds credited to the wallet or owed to the Customer or take any other legal action in accordance with Applicable Law.
13. The Card shall be issued upon the Customer's request and acceptance of these Terms and Conditions in consideration of an issuance fee as set out in the Company's approved fee schedule, as published on the Company's official website
14. The Customer acknowledges receipt of the Card free from any apparent material or technical defect upon receipt by the Customer, an authorized representative, or an approved delivery provider.

15. Activation of the Card shall be carried out exclusively through the Dinarak Application by means of an activation code and/or a personal identification number (PIN) and/or a one-time password (OTP) sent to the mobile number linked to the E-Wallet.
16. Entry of the correct activation details and selection of the PIN shall constitute final and unconditional acceptance of these Terms and Conditions.
17. The Card shall remain the property of the Company and/or the issuing entity and must be returned or destroyed upon request, cancellation, or expiry.
18. The Card is personal to the Customer and may not be rented, lent, transferred, sold, assigned, used for the benefit of third parties, marketed for commercial purposes, or used to exploit the Dinarak or Mastercard trademarks unlawfully.
19. The Customer acknowledges that use of the Card is strictly limited to the Customer as the cardholder, and that any use by a third party shall be deemed use by the Customer and shall be at the Customer's sole responsibility.
20. The Customer shall select a PIN and maintain its strict confidentiality and shall not record it on the Card, store it with the Card, or disclose it to any person.
21. Entry of the correct personal identification number (PIN) or use of any authentication method approved by the Company, including one-time passwords (OTP) or other verification technologies, shall constitute the Customer's express consent and electronic signature in respect of the transaction. The records of the Company, its partners, and transaction processors shall be deemed official and binding evidence of such transactions.
22. To the extent permitted by Applicable Law, the Customer shall bear full responsibility for all Card transactions effected using the PIN or Card data, whether authorized or unauthorized.
23. The Customer acknowledges that certain banks, ATMs, or service providers may impose additional fees, which are determined by those parties alone and shall be borne entirely by the Customer.
24. The Company may amend Card-related fees in accordance with Applicable Law and Central Bank instructions, subject to notifying the Customer under the E-Wallet terms.
25. The Customer must verify the transaction details (amount, currency, merchant, and any approximate fees, if applicable) before approving the transaction. Entering the PIN or completing the transaction shall constitute the Customer's final approval to proceed with and execute the transaction.
26. The Customer acknowledges that all transactions executed using the Card are valid and binding and accepts full responsibility for such transactions and any resulting amounts or charges. The Company, its employees, and its agents shall not be liable in respect thereof, except where liability arises from the Company's gross negligence or bad faith, or as otherwise required under Applicable Law.
27. In the event of loss, theft, or suspected compromise of the Card, the Customer must immediately notify the Company through approved channels.
28. To the extent permitted by Applicable Law and the instructions of the Central Bank of Jordan, the Customer shall bear full and sole responsibility for all transactions executed using the Card prior to the date and time the Company records the Customer's notification of loss, theft, or compromise of the Card or its data, whether such transactions were carried out with or without the Customer's knowledge, and the Customer shall have no right to dispute such transactions or claim any refund from the Company in respect thereof.
29. Upon recording the Customer's notification in accordance with the preceding clause, the Company shall take the available measures to suspend the Card as soon as reasonably practicable. The Company shall not be liable for any transactions conducted after such notification where it is established that such transactions resulted from the Customer's gross negligence or bad faith, or the gross negligence or bad faith of any related third party, or where such transactions arose due to force majeure or circumstances beyond the Company's control.
30. The Customer shall pay a replacement fee for any lost or damaged Card in accordance with the approved fee schedule.

31. The Customer undertakes to use the Card lawfully, in good faith, and in compliance with Applicable Law, Central Bank of Jordan instructions, Mastercard Rules, and the electronic wallet terms.
32. The Card may not be used, including but not limited to, for:
  - a) fraudulent, money laundering, terrorism financing, or sanctioned activities;
  - b) virtual currencies or prohibited financial products;
  - c) commercial use inconsistent with personal use;
  - d) resale or commission-based exploitation.
33. The Card shall be valid for use during the validity period indicated on the face of the Card. The Customer shall not use the Card after its expiry unless it has been renewed in accordance with the Company's approved renewal procedures and applicable renewal fees.
34. Upon expiry of the Card without renewal, the Customer shall immediately cease using the Card and shall destroy it in a secure manner. The Company may, at its discretion and in accordance with its internal policies, issue a replacement Card to the Customer following payment of the applicable fees.
35. Without prejudice to any provisions set out in the electronic wallet Terms and Conditions, the Company may, at any time and at its reasonable discretion, suspend, restrict, or cancel the Card, in whole or in part, including but not limited to, in any of the following cases:
  - a) the Customer's breach of these Terms and Conditions or the E-Wallet Terms and Conditions;
  - b) the Customer's failure to satisfy KYC requirements, due diligence obligations, or data update requirements;
  - c) suspicion of fraudulent, unauthorized, or suspicious transactions or the existence of security or operational risks;
  - d) a request or instruction from any competent judicial, security, or regulatory authority;
  - e) breach of anti-money laundering, counter-terrorism financing, sanctions, or other regulatory instructions;
  - f) transfer, reassignment, or loss of the mobile number linked to the electronic wallet without prior notification to the Company; or
  - g) closure of the E-Wallet or its classification as a dormant wallet in accordance with the electronic wallet Terms and Conditions.
36. To the extent permitted by Applicable Law, the Company shall not be liable for any losses or damages incurred by the Customer as a result of the suspension, restriction, or cancellation of the Card in accordance with this Clause, except where such losses are proven to result from the Company's gross negligence or bad faith.
37. All provisions relating to dormant wallets, applicable fees, and the closure of zero-balance E-Wallets, as set out in the E-Wallet Terms and Conditions, shall apply to the Card. The Customer acknowledges that any closure or classification of the E-Wallet as dormant shall automatically result in the suspension or cancellation of the associated Card.
38. The Customer acknowledges that the issuance, use, and processing of Card transactions are governed by the rules and regulations of Mastercard and the members of its network, and that the Company is entitled to apply and comply with such rules, including any limits, controls, or procedures relating to disputes, refunds, fees, or transaction reversals.
39. The Customer further acknowledges that their rights and obligations vis-à-vis merchants, banks, and transaction processors in relation to the Card are governed by the applicable Mastercard rules, and that any dispute between the Customer and a merchant, service provider, or acquiring bank shall not affect the Customer's obligations toward the Company. The Company shall not be liable for the quality, safety, or delivery of any goods or services acquired using the Card.
40. The Customer agrees that the Company may implement any additional measures or restrictions it deems necessary to ensure compliance with Mastercard rules, the instructions of the Central Bank of Jordan, and Applicable Law, including restricting certain types of transactions, countries, or categories of merchants.

41. The provisions governing objections and complaints set out in the E-Wallet Terms and Conditions shall apply to Card transactions, within the specified timeframes and through the designated channels, to the extent that such provisions do not conflict with Mastercard rules or the instructions of the Central Bank of Jordan.
42. Without prejudice to the foregoing, and to the extent permitted by Applicable Law, the Customer acknowledges that they shall have no right to raise any objection with the Company in respect of any transaction conducted using the Card prior to the date and time of notification of loss, theft, or compromise of the Card or its data, whether such transaction was carried out with or without the Customer's knowledge, and the Customer shall bear all consequences arising therefrom.
43. The Customer retains the right to submit complaints to the Company's customer complaints unit or to the Central Bank of Jordan in accordance with the financial consumer protection instructions issued by the Central Bank of Jordan.
44. The electronic records of the Company, its partners, and transaction processors, including records available through relevant national or international networks and systems, shall constitute conclusive evidence of Card transactions and E-Wallet balances, unless proven otherwise in accordance with Applicable Law.
45. The Customer acknowledges that copies of transactions, entries, documents, electronic communications, text messages, and account statements generated by or extracted from the Company's systems constitute official transaction records and may be relied upon before any judicial or regulatory authority.
46. To the extent permitted by Applicable Law, the Company shall not be liable for:
  - a) any indirect, incidental, consequential, special, or punitive losses or damages, including loss of profit, arising out of or in connection with the use of the Card or the inability to use it;
  - b) any refusal by a merchant, service provider, bank, or automated teller machine to accept the Card or to process a transaction;
  - c) any defect, deficiency, delay, or failure in the delivery of goods or services purchased using the Card; or
  - d) any losses or damages resulting from force majeure or circumstances beyond the Company's control, including technical failures of systems or networks or service interruptions at third-party providers.
47. In cases where liability may not be excluded under Applicable Law, the Company's aggregate liability to the Customer in respect of any claim arising out of the use of the Card shall not exceed the limits set out in the E-Wallet Terms and Conditions, to the extent permitted by Applicable Law.
48. The Company may, at any time, amend these Terms and Conditions, or any part thereof, including fees and limits, in accordance with Applicable Law, the instructions of the Central Bank of Jordan, and the mechanisms and notice periods set out in the electronic wallet Terms and Conditions.
49. Continued use of the Card by the Customer after the effective date of any amendment shall constitute the Customer's express acceptance of such amendment.

I acknowledge that I have reviewed, understood, received, and fully accepted the Dinarak Mastercard Terms and Conditions. I undertake to comply fully with their provisions and acknowledge that they form an integral part of and supplement the E-Wallet Terms and Conditions. My application for, activation of, or use of the Card shall constitute my express acceptance of these Terms and Conditions.