

Terms and Conditions for Credit Cards

I am hereby applying for a credit card from Capital Bank, hereinafter referred to as the Bank, I also authorize the Bank to verify it from any sources it chooses. I also accept that the Bank has the right, according to its ultimate choice, to accept or reject this request without giving any reasons. I also accept that cards issued on my account - and any other supplementary cards - are subjected to the terms and conditions of the card holder agreement issued by the bank, and also subjected to any modification that may occur to the terms and conditions referred to Upon request, I authorize the Bank to issue one or more supplementary cards linked to my account, to be used by the individual (over eighteen years of age) in whose name it/they are registered. In accordance with this request and irrevocable authorization, I agree to provide these individuals with the applicable card information. Upon issuance of this credit card to me and/or a supplementary card to another individual pursuant to my request and according to the agreement I have signed, I am considered responsible for any withdrawal recorded on the Bank's monthly account statement, The Bank has the right to cover this amount, without reference to me, from any of my accounts at any of the Bank's branches. I also pledge not to exceed the maximum limit that I am allowed to withdraw with this credit card; this ceiling is JOD (). In the case that this limit is exceeded, intentionally or unintentionally, I authorize the Bank to cover this transaction as soon as it occurs, in JOD taken from any of my accounts with you; I pledge not to raise any objection about the exchange rate or this coverage.

Upon approval of this application, I agree to pay the fees incurred annually regardless of whether or not the card has been activated.

These terms and conditions apply to the relationship between the Bank and any person who applies for a credit card, and the following words and phrases are defined as follows:

Definitions:	
Conditions:	The conditions that show how the credit card is used, the rights and obligations of each applicant, and any modification that may occur thereto
Kingdom:	The Hashemite Kingdom of Jordan
Bank:	Capital Bank
Customer:	The individual maintaining an account with the Bank for whom the primary card has been issued and who is responsible for any card(s) issued at their request and approved by the Bank
Guarantor:	The person/institution/company that guarantees the customer in their obligations to the credit card
Account:	The account opened in customer's name or the account that will be opened for the purposes of this card
Card:	Any type of credit card (Visa or Mastercard) issued and/or renewed by the Bank
Primary card:	Card issued in the applicant's name at their request and in accordance with these terms and conditions
Supplementary card:	Card issued by the Bank at the request of the primary card holder for use by the specified individual
Card applicant:	Any person who applies for a credit card, whether or not they maintain an account with the Bank, and who is responsible for any supplementary card issued at their request and approved by the Bank
Cardholder:	Any person holding the primary or supplementary credit card(s) issued by the Bank for the applicant
Card usage:	Purchasing goods and obtaining services from shops, or using the card to withdraw cash from ATMs or banks
Card limit:	The maximum credit limit that the applicant is allowed to spend, as determined by the Bank
PIN number:	Number issued by the Bank to the primary and supplementary cardholder(s) that allows them to use ATMs/POS devices to withdraw cash and inquire about their card balance all over the world, and on automated authorization machines
Expenses:	These include the costs and fees of stamps, postage, telephone, fax, transfer, rates, exchange rate, commission, interest and other commissions, collection expenses, and all other bank charges, fees, fines, attorney and expert fees paid by the Bank, and any other fees incurred by the Bank due to the issuance and/or use of the card
Monthly payment:	The amount that is required to be paid by the card applicant each month, representing the prescribed percentage of the card applicant's total obligations at the required minimum; the applicant may choose this prescribed percentage.
Card account balance:	The total utilized balance on the card, payable to the Bank according to its records on the card account statement's issuance date, including all expenses
Card account statement:	The statement showing the details of the debit and credit amounts, as well as the card balance due to the Bank as a result of the cardholder's use of the card

Upon issuance of a Visa or Mastercard (hereinafter referred to as "the Card") by the Bank (hereinafter referred to as the "the Bank"), I (hereinafter referred to as the "Cardholder") confirm my commitment to the terms and conditions set out below, which I have read and agreed upon, and pledge to act accordingly. They are as follows:

- 1- All accounts belonging to the customer who is a Cardholder/guarantor are considered pledged for payment of the amount and any related obligations that may arise, and the customer/guarantor authorizes the Bank in advance to cover any withdrawal(s) that take place on the Card inside and outside the Kingdom as a result of purchasing goods, obtaining services or cash advances, etc., with the obligation to pay all amounts recorded on their current account and any commissions, interest, stamps, spending, and expenses that have been or will be incurred on the Card from their accounts. According to these terms and conditions, the Cardholder, undersigned, hereby fully and irrevocably authorizes the Bank at all times to offset, cover, and pay all withdrawal(s) using the Card and any commissions, interest, spending, and expenses that have accrued on their account(s) with the Bank, whether in JOD or other currencies. In the event of a difference in currencies, the Cardholder/guarantor authorizes the Bank to carry out currency conversion in the manner and at the rate it deems appropriate, without the need to refer to them and without objections on the part of the customer. This authorization is considered continuous and unconditional and is in no way subject to appeal; nor does it end unless all obligations, amounts, commissions, interest, stamps, spending, and expenses required for the Bank are paid in accordance with its records, which are final and correct.
- 2- The customer, under these terms and conditions for issuing credit cards, is authorized to open an account specifically used to record the various operations related to the card program of the primary and any supplementary card(s).
- 3- Use of this Card is limited to the Cardholder, with no other person allowed to use it. However, the Bank has the right, as it chooses, to issue cards based upon written request from the Cardholder, for use by other members of their family, provided that the primary Cardholder shall bear responsibility for all amounts, claims, etc., that will result from use of the supplementary cards.
- 4- It is understood that this Card remains the property of the Bank at all times and must be returned to it upon request, even in the event of termination or suspension of the Card, provided that this does not affect any claims or obligations that arise before the Card is handed over.
- 5- The Bank has the right, at any time and without any liability, to temporarily suspend card activity if it suspects the card is being used incorrectly and/or illegally, whether based on reports the Bank may have received and/or as the result of its inability to confirm the applicant's transactions, especially if the suspicious transactions occur in one of the countries classified as high risk. It may also suspend card activity for any other reason, according to the Bank's discretion, including, but not limited to, the Bank's right to suspend the Card as a result of certain transactions, certain activity in certain accounts, or the suspension of certain operations on the Cards without any opposition in this regard.
- 6- In the event that the Cardholder wishes to cancel their Card, the Bank shall release the collateral after thirty (30) days from the date of payment of all obligations (if any) incurred by the applicant and verification of all transactions on the card
- 7- The customer authorizes the Cardholder to automatically renew the supplementary card(s) upon expiration and debit the renewal fees from the Card's account with the Bank. The customer also has the right to request to cancel the renewal thirty (30) days before the card's expiry date. In this case, the customer must pay all the amounts they owe, and the bank must inform the customer 30 days before the expiry date by sending a text message.
- 8- The Cardholder agrees that the Bank is not responsible for the goods and services they purchase with the Card, and the Cardholder is required, in all cases, to pay amounts required under these securities, with no exceptions.
- 9- The Cardholder acknowledges that the merchant has the right to request personal ID and refuse to complete the sale if the Cardholder refuses to provide it.
- 10- The Cardholder acknowledges that the Bank does not bear any responsibility of any kind due to anyone's refusal and/or inability to process/accept the Card, nor for any defect and/or deficiency in any goods or services obtained by them using the Card, whatever they may be.
- 11- The Bank shall not be a party to any dispute that may arise between the Cardholder, merchant/supplier of goods, and any party accepting the Card.
- 12- The applicant must keep a copy of purchase vouchers issued by merchants and/or the notices issued by ATMs for verification, with a statement of card transactions to verify the amounts contained therein.
- 13- The Bank has the right to cancel and terminate the Card at any time without being obligated to state the reasons. The Cardholder also has the right to suspend and/or terminate the Card at any time. In both cases, the required balances, which include interest, commission, and any expenses and costs, are due to be paid immediately, without the need to send a notice.

- 14- The Bank also has the right to take back the Card, as it was delivered in trust to the Cardholder with the provision that the customer is obligated at all times to pay all obligations arising from it before the Card's deadline, without objections. The Cardholder pledges to hand over the Card to any merchant and/or bank that requests it on behalf of the card-issuing bank in order to ensure that it is cut up and obtain a receipt for this by the body that received the Card. The customer bears the responsibility for not complying with this clause.
- 15- The address used for the purposes of notification and correspondence is the address the applicant maintains with the Bank, and the applicant is obliged to inform the Bank in writing of any changes that occur to it or their telephone numbers.
- 16- The customer agrees that their failure to receive an account statement does not explain or justify their failure to pay the required amount on its due date.
- 17- The monthly payment is calculated after taking into account all the applicant's transactions, previously incurred obligations, the interest accrued on all obligations, and any other commissions according to the prescribed percentage and minimum required payment. Any unpaid amounts from the previous months and the amounts used over the credit limit will be added.
- 18- In the event that the Cardholder fails to make three monthly payments on the due dates specified by the Bank and shown on the account statements, the entire balance of the Card, plus interest, commissions, and/or fines for late payments, as well as any other expenses, will be considered due for payment immediately. The Bank then has the right to suspend and/or cancel the Card.
- 19- The company/institution is considered fully liable, both jointly and severally, for withdrawals made using the Card by the owners of the company/institution if the Card has been issued at its request. The Bank does not accept appeals against withdrawals, whether they are personal for the Card applicant or otherwise, and the company obliges the joint account owners to pay all obligations resulting from use of the Card.
- 20- If the customer wishes to pay their obligations through their account in a foreign currency and/or wants to set up automatic payments from their account in foreign currency to the Card account, then the required equivalent amount will be credited according to the rate that is valid on the day of payment, without the customer having the right to object.
- 21- In the event that the customer does not pay the minimum due on the due date, this delay in payment will result in a late fee determined according to the Bank's schedule of fees and commissions. This will be charged to the Card account with no opposition from the customer.
- 22- It is understood that the withdrawals that can be paid in installments are only those that fall within the Card limit specified by the Bank and that the Cardholder is obligated to pay anything in excess of this limit and any previously due payments on the due date specified by the Bank.
- 23- Monthly interest is calculated on the total obligations of the issue applicant according to the prescribed rate 1.75%, and the bank has the right to adjust this percentage according to the prevailing interest rates announced by the regulatory authorities, whether by an increase or decrease, provided that the customer is notified of this.
- 24- The interest is calculated on cash withdrawals starting from the date of the first withdrawal until the Card account statement is issued, so that the interest is calculated on the existing card balance, including the accumulated interest, until payment is made in full. This commission is 4%, in addition to the monthly interest rate of 1.57%.
- 25- The Bank has the right, at any time and at its discretion, and with the customer's consent to increase or decrease the credit limit, and no change to this limit cancels out any of these terms and conditions, which will remain in force with no modifications.
- 26- In the event that the Cardholder exceeds the credit limit granted to them, for any reason, an over-limit commission specified in the Bank's schedule of fees and commissions is collected.
- 27- The Cardholder acknowledges that the Bank's records are conclusive evidence substantiating the obligations, claims, and amounts they owe, and in the event that no objection is received within fourteen (14) days of the Bank's sending the notice to the Cardholder's address—even if that notice is not delivered—they declare that the balance requested of them according to the Bank's records is conclusive, final, and correct.
- 28- The customer/guarantor undertakes to pay the required amounts, including commissions and any other costs and interest, at the prevailing rate on the date of entry into the records and in accordance with the current Bank instructions and those of the Central Bank of Jordan. They also authorize the Bank to debit any of their account(s), recognizing the Bank's right to debit the account with a cash withdrawal fee according to the pertinent Bank rates. This is to cover the cost of banks limiting this service to its cardholders.
- 29- The Cardholder and the guarantor agree that they do not object to recording the value of the credit transactions credited to the Card account at a value less than the amount originally paid.

- 30- The customer/guarantor agrees in absolute terms to consider all their moveable and immovable funds, whether money in the Bank or deposited with it or registered in any of their names in the Bank's records, to be reserved as a guarantor to pay all amounts owed by the customer and guarantor as a result of withdrawals resulting from their use of the Card, or those of any person holding a primary or supplementary Card. The customer authorizes the Bank to effect the seizure of this money when and how it deems appropriate.
- 31- In the event of misuse of the Card and/or collusion, the Cardholder and guarantor shall be responsible for all amounts resulting from that use.
- 32- The Cardholder/guarantor authorizes the Bank in absolute terms to charge the account indicated in this application for the annual fee for the Card and all amounts, expenses, and spending resulting from their use of the Card and/or arising from their claim to pay the debit balances owed, whether or not the Cardholder signs the receipts when using the Card, provided that the bank notifies the customer by sending a text message of these expenses that are debited to the card's account.
- 33- In the event that the property of the Cardholder/guarantor is seized; a judgment is passed against one or both of them, requiring them to liquidate their properties; one of them declares bankruptcy and/or fails to or stops making three payments on the due date specified by the bank and shown in the account statement; and in the event of the death of one or both, the Card will be cancelled. The debit balance in the Cardholder's account then becomes immediately due for payment without the need to give notice and must be paid immediately. The Bank reserves the right to call on the Cardholder's and/or guarantor's bankruptcy agent.
- 34- The customer shall not use the card for gambling or purchasing prohibited items or goods that may not be purchased legally, via the internet or by phone, and shall not request services via mail that might lead to disclosing the card number, which would expose the Cardholder to the risk of its use by others (especially online).
- 35- The Cardholder is obligated to take all necessary measures and precautions to keep the Card safe, keeping the PIN code separate from it. They also undertake to inform the Bank immediately if it is lost; the customer bears absolute responsibility for its loss, theft, and use and is obligated to bear the consequences in terms of claims, if the bank isn't notified of this. They are also obligated to immediately report it if they find the card so that the Bank can take the appropriate action. The Bank has the right to issue a new Card to replace the one that has been damaged, lost, or stolen.
 - Issuance is subject to the applicable fees for issuing replacement cards.
- 36- It is prohibited to deal in virtual currencies of all kinds using the credit cards issued, whether in connection with their purchase or sale through transfer from/to the Card account. If this kind of transaction is discovered, the Bank has the right to cancel the Card/close the Card account without prior permission from the customer.
- 37- The credit card applicant declares the following:
 - All judicial notifications and everything issued by the Bank to the applicant may be sent to their address registered with the Bank without the need for a warning or legal notice for the purposes of this document.
 - This contract is subject to the conditions of Jordanian law and the regulations and instructions issued by the Central Bank of Jordan, in addition to the instructions issued by the international company Visa and any amendments that may occur in the future.
 - The Palace of Justice court in Amman shall consider any dispute, conflict, or claims arising from this contract.
 - The Bank has the authority to sue the customer at any court of jurisdiction in which their address is located, regardless of the locational jurisdiction of that court, and the customer forfeits their right in advance to challenge the locational jurisdiction of the court chosen by the Bank.
 - Regardless of what is stipulated in this form, the Bank has the right to exercise its power to sue in any country it chooses or any country
 in which the customer/guarantor resides or has money in. In addition, prosecution in one country does not prevent prosecution from
 taking place at the same time in one or more other countries.
- 38- The conditions in this form are the ones currently in force at the Bank and the ones that govern the relationship between the Bank and customer. The customer acknowledges that they have seen this form and received a copy of it and that it is binding even without their signature. A signature on the final page is considered a signature of all the pages as a unit.
- 39- Clearance of the Card is granted thirty (30) days after the date it is cancelled and paid in full.
- 40- All credit cards are issued with the contactless payment feature.
- 41- Credit cards are issued in JOD, USD, EUR, AED, SAR, or GBP according to the currency the cards will be paid in, or its equivalent in JOD.

Terms and Conditions of Service: Verified by Visa and Mastercard 3D Secure Code

- 1- These service-specific terms apply when you use the Verified by Visa (VBV) and Mastercard 3D Secure Code services; unless otherwise specified, the terms defined in these terms and conditions have the meanings defined in the Card terms and conditions.
- 2- The VBV and Mastercard 3D Secure Code services provide additional, free security while shopping online.
- 3- The Bank does not guarantee the security of transactions made online but instead acts only as an intermediary between the customer and the merchant; thus, you are fully responsible for any purchase made on your credit card via the internet.
- 4- This service is automatically available for all Visa and Mastercard credit cards, so there is no need to subscribe to the service individually. All Capital Bank customers sign up for this service when signing the credit card forms and the Card's terms and conditions.
- 5- When you agree to the conditions of this service, you confirm that you have fully read the terms and conditions referenced here, which are applied by each merchant.
- 6- This service works when using Visa or Mastercard to make online purchases from any stores that support the service. The screen for entering the one-time password (OTP) appears, and the OTP is sent to the phone number the customer has registered in the system to verify their identity. By entering this code, the customer agrees to all the terms and conditions for using this service.
- 7- In the event that the OTP is incorrectly entered, the site will stop the purchase from being completed.
- 8- If the requirements of the automatic payment process are not completed, the purchase will not be completed.
- 9- The OTP is applicable only for the transaction for which it is received.
- 10- When using this service, the customer/user must:
 - Ensure that the phone number registered with the Bank is up-to-date
 - Not disclose the OTP to anyone, and take all the necessary precautions to prevent its disclosure by others
 - Ensure that the phone is prepared to receive text messages, with the customer bearing all expenses for doing so
- 11- If you do not have a mobile phone or do not provide us with your mobile phone number, the Bank will not be able to provide you with the OTP via text message; in this case, a message will appear on the screen asking you to contact the Call Center to register your approved phone number.
- 12- The password verification screen will not always appear. This can happen, for example, if you make an online purchase from a merchant who does not use this service, in which case you must proceed with the normal automated payment process.
- 13- No PIN code or personal information will be shared with merchants when purchasing online.
- 14- The Bank shall not be liable for any loss or damage resulting from the use of this service or any online transactions.
- 15- The Bank shall not be liable for any modification or suspension of this service.
- 16- Due to the nature of this service, the Bank will not be liable for any loss or damage to software, computers, communication systems, or other equipment that may result from use of this service.
- 17- Your correspondence or dealings with merchants online or through the service are solely between you and the merchant, and the Bank disclaims any responsibility for any loss or damage that may occur as a result of such transactions. A merchant's participation in the service does not imply that the Bank recommends or endorses them; the service does not verify the identity of the merchant or the quality of the goods and services.
- 18- With respect to the proprietary rights of the VBV and Mastercard 3D Secure Code services, you will not acquire any ownership right or interest in the software made available to you for use of the services.
- 19- We may permanently or temporarily deactivate your ability to use the service and/or block your use of the service without providing any reasons for doing so.
- 20- In exceptional circumstances and at its discretion, the Bank may provide the customer with prior notice that it will deactivate the service if the Bank has reason to suspect that there has been fraudulent or unauthorized use; this is intended as a protection for the customer, though the Bank is not obligated to do so. The Bank may also automatically cancel use of the service if it has not been used at least once during a twelve (12)-month period.

I acknowledge having read the above terms and conditions for credit cards from Capital Bank, VBV, and Mastercard 3D Secure Code Services, for both primary and supplementary Cards, and I hereby agree:

Applicant's Name:	Signature checked by:
Applicant's Signature:	Date://
	Date:/