

# **Gulf Bank Prepaid Card Terms and Conditions**

## Gulf Bank Prepaid Card Terms and Conditions

The terms and conditions set forth in this Gulf Bank Prepaid Card Agreement govern the use of the Gulf Bank Prepaid Card. The term "Prepaid Card" refers to the Gulf Bank Prepaid Card purchased by the customer or issued in his name, as applicable. The customer means both the person who has purchased the Card and the persons who are authorized by the purchaser or issuer to use the Prepaid Card. Anyone who is authorized to use the Prepaid Card shall also be subject to these Terms and Conditions and any other terms and conditions relating to the Prepaid Card to which that person agrees. By purchasing, signing or using the Prepaid Card, or by allowing someone else to do so, the customer (a) agrees to these Terms and Conditions and any amendments thereof, on behalf of the customer and any authorized person by him to use the Prepaid Card, and (b) agrees that all agreements now or hereafter are made by the customer in accordance with these Terms and Conditions. Gulf Bank may make any change to the Terms and Conditions, including changes to the Prepaid Card features, and any applicable Fees, at any time.

### 1. Definitions

- a. Agreement: shall mean the terms and conditions mentioned herein and their amendments from time to time including those on the application form.
- b. Account Statement: shall mean the statement that the customer is able to view on the Bank's Website relating to Personalized Prepaid Cards, which clarifies all the operations and entries that occurred on the Prepaid Card's Account.
- c. ATMs: shall mean all the Automated Teller Machines that work electronically and provide access to perform some banking operations through them by using the Prepaid Card.
- d. Available Funds: shall mean the available funds in the Prepaid Card at any time.
- e. Bank: shall mean Gulf Bank K.S.C, its branches, successors and assignees.
- f. Business Day: shall mean, the official working days of the banks in the State of Kuwait; commencing from Sunday until Thursday of every week except for officially and publicly declared holidays.
- g. Cardholder: shall mean the customer and/or any other user of the Prepaid Card authorized to use the Prepaid Card by the customer.
- h. Charges & Fees: shall mean all the charges and fees set by the Bank for the issuance, usage and/or renewal of the Prepaid Card as mentioned in details in Clause (3) of this Agreement and its amendments from time to time.
- i. Currencies: shall mean for the purpose of this Prepaid Card the Kuwaiti Dinars (the official currency used in the State of Kuwait) and any other currency as offered by the Bank from time to time.
- j. Merchant: shall mean any of the merchants, companies, establishments, commercial shops and/or any other entity that accepts dealing by virtue of the Prepaid Card to settle the price of any purchases or performed services and/or accepts cash withdrawals on the Prepaid Card.
- k. Maximum Amount: shall mean the maximum amount to load a Prepaid Card and to load and reload a Personalized Prepaid Card as determined by the Bank from time to time.
- l. Minimum Amount: shall mean the minimum amount required to load a Prepaid Card and to load and reload a Personalized Prepaid Card as determined by the Bank from time to time.
- m. Operation: shall mean any use of the Prepaid Card, Prepaid Card number and/or PIN Code.
- n. Online Banking Service: shall mean the service offered to the Bank's customers to view their Account Statements, transfer or pay amounts through the internet.
- o. Prepaid Card: shall mean either (i) the Non-Personalized Prepaid Card that does not bear the name of the cardholder and can be loaded only one time or (ii) the Personalized Prepaid Card bearing the name of the cardholder, eligible for multiple use and can be reloaded at any time.
- p. PIN Code: shall mean the Personal Identification Number which is issued by the Bank to the Cardholder and identifies the card through the Automated Teller Machines (ATM) and POS.
- q. Point of Sale (POS): shall mean those electronic devices that allow the customer to settle the value of the purchase(s) from the Merchant(s) using the Prepaid Card.
- r. Validity Period: shall mean the period of three years from the date of issuance for a Personalized Prepaid Card and the period of up to one

- s. year from the date of purchase of a Non-Personalized Prepaid Card.
- s. The Customer: shall mean the applicant of a Prepaid Card, the user of the Prepaid Card and the owner of the Prepaid Card's Account.
- t. Principal Card: shall mean the Prepaid Card issued for the Principal Cardholder.
- u. Principal Cardholder: shall mean the applicant for a Prepaid Card, the user of the Principal Card and the owner of the Card Account.
- v. Supplementary Card: shall mean any additional Prepaid Card issued upon the request of the Principal Cardholder to be used by the Supplementary Cardholder.
- w. Supplementary Cardholder: shall mean the person who is authorized by the Principal Cardholder to use the Supplementary Card.
- x. Website: shall mean www.e-gulfbank.com.

### 2. Use of the Prepaid Card

- a. The Prepaid Card is a payment tool which must have funds loaded to it upon its purchase or issuance in Kuwaiti Dinar or any other currency as determined by the Bank from time to time.
- b. The customer undertakes to abide by all the instructions issued from the Bank concerning the Prepaid Card usage and preservation.
- c. The Cardholder is responsible to settle all the amounts and fees that are registered on the card's account, including all the amounts occurred by the Supplementary Card(s).
- d. It is agreed that all Prepaid Card usage inside the State of Kuwait shall be in Kuwaiti Dinars; and all the due amounts of the transactions, charges and fees shall be directly deducted from the card's account automatically. For any usage of the Prepaid Card outside the State of Kuwait, the amounts charged shall be converted from the foreign currency to Kuwaiti Dinars and the Cardholder shall be responsible to settle the exchange rate differences and any fees set by the Bank and/or any other fees applied by the VISA or Mastercard card organization.
- e. The Prepaid Card does not constitute a checking, savings or other demand deposit or consumer asset account and does not offer any interest on the Available Funds. Subject to the amount of Available Funds on the customer's Prepaid Card, the Bank may allow the customer to use the Prepaid Card to obtain cash from ATMs in accordance with these terms and conditions. The Prepaid Card may also be used for payment of goods and services at Merchants that accept Prepaid Cards, both within the State of Kuwait and internationally during the Prepaid Card Validity Period. This includes online transactions.
- f. The customer hereby agrees and undertakes that he will not use the Prepaid Card to engage in any type of illegal activity or prohibited sale by any applicable laws.
- g. The customer hereby agrees that he is personally liable for (i) the use of the Prepaid Card (including without limitation, by accessing websites accessible by providing the Prepaid Card number), (ii) all transactions performed with the Prepaid Card or Prepaid Card number, (iii) The customer's use of all other third party sites, and (iv) the use of the Prepaid Card by any person the customer allows to use the Prepaid Card on his behalf.
- h. The customer hereby agrees that he may not revert back to the Bank to claim the amounts of any executed transactions. Furthermore, the Bank shall not be held responsible if the withdrawals and/or payments were not completed by the ATMs, the POSs or any online purchase.
- i. The Bank shall not be held responsible for or be a party to any dispute(s) that may arise between the Cardholder and the Merchant concerning the goods sold and/or services provided by the Merchant to the Cardholder

### 3. Issuance of the Prepaid Card

The Bank offers two types of Prepaid Cards:

- a. Personalized Prepaid Card: this type of Prepaid Card may be issued to existing Bank customers only upon written request. If the customer is not a Bank customer, he will be required to open a Customer Information File (CIF) and only then a Personalized Prepaid Card may be issued to him. This Personalized Prepaid Card bears the name of the Cardholder and may be used and reloaded by him multiple times subject to any usage and reload limits set and amended by the Bank from time to time. The Bank will renew this Prepaid Card automatically unless otherwise notified by the customer.

- b. Non-Personalized Prepaid Card: this type of Prepaid Card may be issued to existing Bank customers upon written request. If the customer is not a Bank customer, he will be required to open a Customer Information File (CIF) and only then, a Non-Personalized Prepaid Card may be issued to him. This type of Prepaid Card may be issued to the customer through any of the Bank's branches, it does not bear the name of the Cardholder and may be loaded only one time.

#### 4. Loading and Reloading the Prepaid Card

When the customer purchases or issues the Prepaid Card, he will be required to load such Prepaid Card (whether Personalized or Non-Personalized) with a Minimum Amount or a Maximum Amount as determined by the Bank from time to time.

##### a. Reload of Personalized Prepaid Card:

The customer may reload his Personalized Prepaid Card frequently only during the Validity Period of such Prepaid Card. Funds may be reloaded to the customer's Personalized Prepaid Card multiple times subject to any reload limits set and amended by the Bank from time to time. Reload to the customer's Personalized Prepaid Card may be done (i) via direct deposit at any of the Bank's branches or (ii) If the customer is a Gulf Bank customer (holding an account with the Bank), he may reload his Personalized Prepaid Card by registering to the Bank's Online Banking Service and transfer the funds from his account with the Bank to the Personalized Prepaid Card; (iii) If the customer is not a Gulf Bank customer (not holding any account with the Bank), he may reload his Personalized Prepaid Card by accessing the payment gateway service available on the Bank's website, or through any other channel announced by the Bank.

##### b. Reload of Non-Personalized Prepaid Card:

Non-Personalized Cards may be loaded only once upon issuance of the Card and thereafter shall not be reloaded.

#### 5. Prepaid Card Transaction History

##### a. Personalized Prepaid Card Transaction History:

- i. Bank Customers holding Personalized Prepaid Cards may view the transactional history of the Prepaid Card by registering to the Bank's Online Service ("Online Transaction History");
- ii. Non-Bank Customers holding Personalized Prepaid Cards may not have access to the Bank's online Service to view the transaction history.

The Bank's records are correct and considered to be conclusive evidence of all the amounts occurred on the Personalized Prepaid Card, unless the Cardholder protests on any of such amounts within fifteen days from the date of transaction. Any protest shall only be limited to the amounts the Cardholder protested on.

##### b. Non Personalized Prepaid Card Transaction History:

All Non-Personalized Prepaid Card holders may not have access to the Online Banking Service to view the transaction history. However, Cardholders can view the transaction history through the Gift Card Portal.

#### 6. SMS Service

##### 1. DEFINITIONS

«**Products**» means the banking accounts or debit/credit cards, and other products or Services made available by the Bank from time to time.

«**Phone**» means the device owned and/or controlled by the customer which has the assigned Phone Number, and through which the customer communicates with the Bank by receiving SMS alerts.

«**Phone Number**» means the telephone number assigned to the customer's Phone and registered with the Bank.

«**Security Details**» means the unique user identification name, password, PIN, and other relevant security details as the Bank might require from time to time and which are used by the customer to access the Service.

«**Service**» means Consumer SMS Service or the SMS alerts sent to the customer's phone based on the customer's debit/credit card usage locally & internationally (such as, without limitation, ATM withdrawal, point of sales usage, visa international alerts, e-commerce transactions alerts, OTP alerts, plus other bank alerts that will be offered by the Bank in the future.

2. The customer must take all necessary precautions to keep safe and prevent any fraudulent or unauthorized use of the customer's Security Details received via SMS Service or the customer's Phone.
3. The customer agrees that the precautions requested under Clause 2 include, but are not limited to, all of the following:
  - 3.1 Never writing down or otherwise recording the customer's Security Details in a way that can be understood by someone else;
  - 3.2 Not choosing Security Details that may be easy to guess by someone else;
  - 3.3 Taking care to ensure that no one hears or sees the customer's Security Details when the customer uses them;
  - 3.4 Keeping the customer's Security Details safe, secret, and unique to the customer's Products;
  - 3.5 Not allowing anyone else to have or use the customer's Phone, or the customer's Security Details and not disclosing them to anyone, except when registering for or resetting the customer's Security Details or if required to be disclosed by any law;
  - 3.6 Keeping information about the customer's Products containing personal details (such as statements) safe and disposing of them safely and securely;
  - 3.7 Keeping the customer's Phone, and all devices which are used to access the Service safe and secure;
  - 3.8 Never recording any Security Details on any software which retains information automatically;
  - 3.9 If any Security Details are lost or stolen, or the customer suspects that someone else has used or tried to use them, or any of the circumstances in Clause 3.8 arise, the customer must tell the Bank without delay by calling the Bank on the following numbers:
    - 3.9.1 From Kuwait: 1805805 (Available 24 hours); or
    - 3.9.2 From outside Kuwait: +965 22444383 (Available 24 hours), or by notifying any branch;
  - 3.10 Notwithstanding the above, if asked by the Bank, the customer must confirm in writing the loss or theft of the customer's Security Details.
  - 3.11 The Bank will ask the customer to co-operate with the Bank and any government authority or regulatory body (or any other relevant authority) in relation to any investigation into the actual or suspected misuse of the customer's Security Details, Products, Phone, or Service.
  - 3.12 The customer must report any unauthorized transactions or Instructions to the police or any other relevant authority within forty eight (48) hours of the Bank's request to do so. The Bank may also disclose information about the customer or customer's Products to the police or other third parties if, in the Bank's sole opinion, the Bank thinks it will help prevent or recover losses.
  - 3.13 The customer hereby confirms, declares and acknowledges that the Phone Number(s) provided to the bank, is owned by and/or controlled by the customer, and that any information or communication with and to the Phone, is and shall be within the customer's control.
  - 3.14 The customer hereby undertakes to inform the Bank immediately in accordance with this Clause, upon any change in the Phone Number(s), loss of the Phone or Phone Number(s), or any other dealing with the Phone being outside the customer's control and/or any change that may affect the provision of this Service to the customer.
4. The customer will be responsible for any and all losses the customer, the Bank, or others may incur if the customer acts fraudulently in the use of the Service or otherwise in breach of these Terms.
- 4.1 The customer will be responsible for all losses if the customer fails (for whatever reason) to use the Service in accordance with the Terms (including, but not limited to, keeping the customer Security Details safe and notifying the Bank as required in accordance with Clause 3).
5. The Bank will take reasonable care to ensure that any information provided to the customer by accessing and using the Service is an accurate reflection of the customer's debit/credit card usage, where the information is provided by a third party, accurately reflects the information the Bank receives from that third party.
- 5.1 Where information provided via the Service is beyond the Bank's reasonable control (for example, it is provided by a third party), the Bank cannot guarantee that such information is accurate or error free.
- 5.2 Certain information may be provided subject to certain restrictions, or on a specific basis (for example, it is only accurate as at a certain date) in which case any reliance by the customer on such information, is subject to those restrictions or valid at the time the information is provided.

- 5.3 The Bank will not be responsible for any loss of or damage to the customer's data, software, computer, smart phone, Phone, telecommunications or other equipment, caused by the customer using the Service.
- 5.4 Unless the Bank has specifically agreed with the customer otherwise, or subject to applicable law, the Bank shall have no liability to the customer arising out of or related to the customer's use the Service at any time, or any inability to use the Service.
- 5.5 Telecommunications networks are not a completely reliable transmission medium. Neither the Bank, nor any of the Bank's associated companies guarantee the availability of the Service within a specific time frame, since the Service may be, without limitation, interrupted or discontinued. Neither the Bank, nor any of the Bank's associated companies accept liability for:
- 5.5.1 Any losses, costs, liabilities, damages or expenses which may arise directly or indirectly if the customer cannot use the Service for any reason; or
- 5.5.2 Any delay in, or failure of, receipt of any notifications; or
- 5.5.3 Any costs, fees or charges of any kind incurred as a result of: (i) the Bank's dealing with the customer's Products;(ii) any debit and/or credit of the customer's Account in accordance with the customer's instructions; and/or (iii) any inaccuracy, incompleteness or malfunction contained in the information retrieved through use of the SMS Consumer Service.
- 5.6 The Bank will not be liable to the customer (and the customer hereby excuse the Bank) if the Bank fails to carry out any of the Bank's obligations when the cause of failure is beyond the Bank's reasonable control.
- 5.7 If and to the extent any aspect of the Service is provided by third parties, the customer acknowledges and agrees that the Bank's relationship with any such third party Service provider is independent and the Bank will not be liable for any acts or omissions by any third party Service provider, including any modification, interruption or discontinuance of any Account by such third party Service provider.
- 5.8 The customer hereby agrees and acknowledges that the content of the Service is for information only and shall not constitute conclusive evidence. In the event of any discrepancies between the SMS content and the statement of account issued by the Bank the statement of account shall prevail.
6. The Bank may at any time suspend the customer's use of the Service:
- 6.1 If the Bank suspects a threat to the security of the Service;
- 6.2 If the Bank considers there is an increased risk that the customer will be unable to repay any amounts that the customer owes to the Bank or any third party; or
- 6.3 If the customer holds any Products jointly, and the Bank is required under any applicable law, or instructed by any applicable law enforcement, government, or other relevant agency, to suspend the customer's use of the Service (for example, because the Bank learns of a dispute between the joint parties).
7. The Bank reserve the right to make any change(s) in the Bank's sole discretion to the Terms, including changes to the Service including, without limitation, the expansion or reduction of the Service, at any time and shall notify the customer of any such changes by way of post, telephone, sms, email.
- 7. Safeguard the Prepaid Card and PIN**
- a. The customer is fully responsible for the Prepaid Card and he undertakes to safeguard the Prepaid Card and PIN Code. If the Prepaid Card/PIN Code is stolen or lost, the customer shall be liable and responsible for all consequences arising out of the misuse of the Prepaid Card by third parties. In such events, the customer shall be obligated to inform the Bank immediately to stop the Prepaid Card access.
- b. The customer shall keep and safeguard the Prepaid Card and the PIN separately in a safe and secured place.
- c. The customer shall not allow any other person to use the Prepaid Card.
- d. The customer shall not write the PIN on the Prepaid Card.
- e. If The customer discovers that the Prepaid Card is lost, stolen or being misused, he must inform the Bank immediately by calling the Bank/ Cards Department on 1805805 which is available 24 hours a day, 7 days a week and during official holidays; the customer must within 2 Business days of the incident submit a written confirmation of the incident to the Bank or visit any of the Bank's branches during the official working hours of the Bank. In the event where the customer does not comply with the above mentioned procedures, he

will be fully responsible for all and any damages or losses that may occur for neglecting to inform the Bank; and the Bank shall not be liable in this regard. In all cases, the Bank shall not be liable for any unauthorized or illegal use of the Prepaid Card.

- f. The customer agrees: (i) to provide personal information during the registration process and thereafter that is accurate and complete; (ii) to update his personal information, including current email address, as necessary so that it remains accurate and complete; and (iii) not to impersonate any other person, operate under an alias or otherwise conceal his identity. The Bank will use the information the customer gives, as well as the information the Bank receives from his use of the Prepaid Card.

## 8. Fees

- a. The customer agrees to pay the fees and charges ("Fees") established by the Bank from time to time in connection with the Prepaid Card. These Fees and charges are subject to change by the Bank at any time.
- b. A charge shall be debited on the Card account for any Cash withdrawal transaction and any transaction of Quasi Cash will be considered as a cash advance; certain transactions will be charged as if they were cash advances such as: purchases at exchange houses, any purchase of foreign currency or any other transactions classified by Visa® or Mastercard® or Gulf Bank as a Quasi Cash. These transactions will be levied with cash withdrawal fee (Charges are 3.5% inclusive of Mastercard & Visa fees).

## 9. The Customer's Available Funds

- a. Personalized Prepaid Card: Upon expiry of the Validity Period of the Personalized Prepaid Card and renewal thereof, the customer's Available Funds will remain in his account. Upon termination of the Personalized Prepaid Card by the customer, he may transfer the remaining Available Funds to his Gulf Bank Account or to any of his Gulf Bank Prepaid Cards before the cancellation of such Prepaid Card.
- b. Non-Personalized Prepaid Card: Upon expiry of the Validity Period of the Non-Personalized Prepaid Card, such Prepaid Card shall be automatically terminated, and the Cardholder of such Prepaid Card is obligated to use the remaining Available Funds before the cancellation of such Prepaid Card.

## 10. Returning Merchandise

If the customer wishes to return any merchandise purchased with the Prepaid Card, he will be subject to the Merchant's return policies. If the Merchant agrees to issue a credit to the Prepaid Card, such funds may not be presented in the account for thirty (30) days or longer.

## 11. Replacement of Prepaid Card

- a. Personalized Prepaid Card:  
The Bank may replace the customer's lost or stolen Personalized Prepaid Card upon the customer's request in any of the Bank's branches within two (2) business days from the date of his request.
- b. Non-Personalized Prepaid Card:  
The Bank may replace the customer's lost or stolen Non-Personalized Prepaid Card upon the customer's request in any of the Bank's branches immediately from the date of his request.

## 12. Renewal of the Personalized Prepaid Card

Only Personalized Prepaid Cards will automatically be renewed according to the Bank's discretion. If the Cardholder does not wish to renew a Card, he/she must notify the Bank in writing at least 60 (sixty) days prior to the expiry date of the Card. The Bank shall not refund the renewal fees if the Cardholder notifies the Bank after the aforementioned period.

## 13. Supplementary Cardholder

The terms and conditions of this Agreement shall be valid and binding on any Supplementary Cardholder.

## 14. Modification

- a. The Bank may modify this Agreement at any time and may add or cancel any terms, services, charges and/or fees for any service rendered under this Agreement, without any protest from the Cardholder.

- b. The Bank makes no commitment to grant any additional facilities or services not included in this Agreement.

#### 15. Liability

- a. All Prepaid Cards issued by virtue of this Agreement are the sole property of the Bank and if the Bank requests their return, the Cardholder must return them immediately.
- b. The Bank shall not be liable if any authorization requests are declined, any transaction is not completed or if a Prepaid Card is not accepted for payment in a certain transaction, nor for any loss or damage resulting from the use of the Prepaid Card.
- c. If the Prepaid Card is used by any person, whether he/she acquired its possession or not whether with or without the Cardholder's consent; the Principal Cardholder will remain liable for all transactions arising from the Prepaid Card use. The Bank may request the Cardholder to report to the police and submit a copy of the police report to the Bank.
- d. The Cardholder will be obligated to abide by all the instructions issued by the international VISA or Mastercard Card Organization, and their amendments from time to time. And the updated regulations of such Card Organization shall prevail in case of any dispute.
- e. The Bank shall not be held liable for any damages that may arise as a result of any malfunction occurred to any electronic device or for any reason that may happen beyond the Bank's control.
- f. In the event the Bank suspends the facilities provided to the Cardholder by virtue of this Agreement, the liabilities and obligations of the Cardholder as mentioned in this Agreement shall continue to be binding upon the Cardholder.

#### 16. Termination of this Agreement

- a. Either party may terminate this Agreement by giving a written notice to the other party. This termination will only be effective once all the Prepaid Card(s) issued to the Cardholder have been returned to the Bank and all applicable fees and charges or any other amounts charged on the Prepaid Card(s) are paid.
- b. Should the Bank offer the Cardholder the Prepaid Card as a promotion without any fees and/or charges for the issuance of such Prepaid Card, the Cardholder shall be obliged to pay the issuance fees for such Prepaid Card if the Cardholder decides to terminate or cancel the Card within the first year of its issuance.

#### 17. General Terms

- a. This Agreement is governed by the Laws of the State of Kuwait. The courts of the State of Kuwait shall have the sole jurisdiction to settle any disputes arising in connection with this Agreement.
- b. The customer requests the Bank to provide him with the SMS Service and the terms and conditions of the SMS Service and any amendments thereof shall apply.
- c. This Agreement is drafted in both Arabic and English languages. If there will be any conflict in interpreting any of the provisions therein between the two used languages, the interpretation according to the Arabic language shall prevail.

Upon signing this application form, the customer acknowledges and agrees to all terms and conditions included in this Agreement as well as to the rules governing the use of all Cards issued to him by Gulf Bank K.S.C.