

## Terms and Conditions for Issuing & Using Dazzah Prepaid Card

As per the customer's request submitted to Boubyan Bank to issue Dazzah Metal Prepaid Card, the customer approves to abide by the following terms and conditions:

**Definition:** The following words shall have the meanings against them whenever found in this request.

- **Bank:** Boubyan Bank.
  - **Dazzah Card:** A metal prepaid card, designed in a manner that fits the wedding occasion.
  - **Customer:** The person who applies for the card.
  - **Beneficiary:** The bride to whom the card is issued and whose name is printed on it.
  - **Merchant:** Any individual, organization, company or legal entity that accepts prepaid cards.
  - **Account:** The customer's account with the bank to which all the card's banking transactions, fees, subscriptions, expenses and due charges are recorded as per what is mentioned in this request.
  - **Transaction: Purchase** of goods, access to services, advances/cash withdrawals, returned or reversed transactions or otherwise through the use of the Card.
1. This is a prepaid card issued by the customer, the intending spouse, in order to deposit the dowry "Mahr" therein. The card shall be delivered as a gift to the beneficiary by the customer in order for her to be able to receive the preloaded dowry in the card or to use it in purchase transactions.
  2. The bank shall be entitled to a non-refundable fee of KD 100 as issuance fees for Dazzah card, in addition to a non-refundable KD 10 annually in renewal fees.
  3. The customer declares that the main purpose of issuing the card is to deposit the dowry of the bride/beneficiary as an alternative way to traditional means (cash or cheques).
  4. Each customer has the right to issue one Dazzah card only. In case of issuing the same, the customer will not be able to reissue it in case of loss or damage.

5. The customer who is issued Dazzah card or the beneficiary shall have the right to temporarily deactivate the card or reactivate the same.
6. Cases of loss or cancellation of the card:
  - In case the issuing customer is in possession of the original unused card, the customer shall have the right to cancel the same and to refund the amount to his account via any of Boubyan Bank's branches.
  - In case the original card is not available or lost, the beneficiary shall attend in person or be accompanied by her guardian in order to take her written approval after verifying her identity. This shall be made in order to withdraw the amount and deliver it to the beneficiary, or to refund it to the issuing customer's account upon the request of the beneficiary.
  - In case of loss of the card or in case of being the victim of a fraud attempt, either party may contact Boubyan Bank's IVR service to request the deactivation of the card, and then visit any of Boubyan Bank's branches to withdraw the available amount in the card in the manner so explained above.
  - In case the card is lost or stolen, the customer or the beneficiary must immediately inform Boubyan Bank's call center by calling 1820082, or 0096522282000 from outside Kuwait, or by informing any Boubyan branch. The beneficiary shall remain liable for any transaction initiated using the stolen or lost card until Boubyan Bank takes the necessary action after verifying the card's data. In case the beneficiary has not received the card, the customer shall remain liable for any transaction initiated using the stolen or lost card until Boubyan Bank takes the necessary action after verifying the customer's data.
7. In case of requesting the card, the customer shall abide by providing the bank with the beneficiary's phone number and confirming the accuracy thereof as SMS notifications of transactions on Dazzah card will be sent to the beneficiary's pre-registered phone by the customer.
8. In case of card delivery to the customer, the card shall be activated and the PIN number shall be set by the issuing customer before delivering the same to the beneficiary.
9. The customer must confirm the amount of the dowry to be deposited in Dazzah card, as he will not be able to refund the amount to the account after completing the transaction.
10. Loading or reloading of the card shall be made in KD only by debiting any account held with the bank upon the customer's choice.

11. The customer to whom Dazzah card is issued shall have the right to reload the card more than once by transferring from the personal account of the customer to the beneficiary's card.
12. Upon the expiry of Dazzah card (3-year validity), the bank will not renew it since it is unrenewable. If the card still has balance, the above provisions of Clause # 6 shall apply.
13. The beneficiary shall have the right to change the card's PIN or request a card statement by visiting any of Boubyan Bank's branches, after verifying her identity by double-checking the beneficiary's Civil ID and phone number.
14. The beneficiary shall have the right to use Dazzah card and to withdraw available balances therein, whether through POS terminals, ATMs, or Boubyan Bank's branches within the available balance loaded by the customer therein.
15. The customer accepts to waive his right to Dazzah card after completing the issuance of the card, transferring the dowry amount, and delivering the card to the beneficiary. This is because the customer will not have access to the card's statement or be able to inquire about the transactions made on it except in the personal presence, and with approval, of the beneficiary.
16. Only the beneficiary shall have the right to benefit from discounts and special promotions of Dazzah card, which can be claimed by showing Dazzah card and after verifying the name against the beneficiary's Civil ID card.
17. Terms for a Minor Beneficiary:
  - The minor beneficiary shall have the right to use Dazzah card and to withdraw available balances in the card, whether through POS terminals, ATMs, or Boubyan Bank's branches. In case of requesting in-branch cash withdrawal, the guardian shall be present to obtain his signature to signal his approval.
  - The minor beneficiary shall have the sole right to change the card's PIN or to request a card statement by visiting any of Boubyan Bank's branches, within the available balance loaded by the customer therein.
18. In case the beneficiary uses the card with no sufficient balance to cover the value of the transaction, the transaction will be rejected.
19. Boubyan Bank shall not be liable for any disposal, negligence or objection on the part of a merchant for not accepting cards.
20. Boubyan Bank shall retain the ownership of the card and its PIN, and the customer must return the same whenever so requested by the bank.

21. Boubyan Bank shall not be liable for any damage arising from the malfunctioning of ATMs or P.O.S. terminals for any reason whatsoever, or due to the insufficiency of balance therein, whether inside or outside the state of Kuwait.
22. The customer may request the cancellation of his membership before sixty days at least from the expiry of the card. This request shall be made in writing on the designated form at Boubyan Bank, and the card must be returned. The return of the card by the customer to Boubyan Bank and Boubyan's receipt of the same without any reservation shall not serve as a clearance to the customer towards the bank.
23. Boubyan Bank shall be vested with the right to cancel or suspend the prepaid card upon its discretion without any justification if the customer does not update his KYC information, and/or does not comply with AML/CFT laws and instructions. Moreover, in case there is balance in the card, it shall be transferred to the account before cancellation/suspension of the card.
24. Any notification served by Boubyan Bank to the customer's address shown in the application shall be considered valid and legally effectual. The customer undertakes to inform Boubyan Bank in writing of any change to his address.
25. Boubyan Bank shall be vested with the right to revise these terms and conditions at any time upon its discretion, while notifying the customer of such amendment via any appropriate channel. The amendment shall be announced via any means acceptable to official authorities, and it shall come into effect as of the date thereof unless the customer rejects such an amendment. In which case, such a rejection shall be treated as an implied request by the customer to cancel the card.
26. The customer declares his awareness and acceptance of the below provisions:
  - The card's services may not be available at certain countries and on some days due to public, national or religious holidays of employees, and he declares that he is aware of this fact and accepts it.
  - The bank shall be vested with the right to add, amend, or delete any of the current/new benefits for cardholders, while notifying the customer of the same via any means acceptable to official authorities.
27. The terms and conditions provided herein shall govern the relationship between Boubyan Bank and the cardholder. Any aspect not addressed by a provision in these conditions shall be subject to the effective applicable laws in the State of Kuwait and the competent courts in Kuwait without contravening the principles of the Noble Islamic Sharia.
28. The customer accepts and authorizes the bank's disclosure and sharing of some data or information to third parties in order to improve or add services or products, while ensuring that the third party abides by the confidentiality of information and the non-use of data or information for any purpose other than the intended purpose.

29. The customer - in the presence of the beneficiary - may request the invoices and receipts of the transactions, which the customer alleges to be invalid and which are related to the card, within 30 days from the date of performing the transaction. The customer's right to requesting the same shall expire after the lapse of this period (investigating the customer's claim with the merchant may take 30 days); this shall be made only through Boubyan Bank's branches.
30. The customer - in the presence of the beneficiary - may submit the claim of/objection to the transactions, provided to have a document confirming the validity of his allegation within 60 days from the date of performing the transaction; this shall be done only through Boubyan Bank's branches. The customer's right to such a request shall expire after the lapse of this period.
31. The bank shall have the right to exclude some claims in some cases which require two-factor authentication using an OTP.
32. A 2.5% commission (two & a half percent) shall be charged for all transactions made outside Kuwait or through international websites in foreign currencies. This shall be made by calculating the special KD exchange rate provided by Visa and Mastercard against such a foreign currency on the date Boubyan receives the account statement of such amounts from the entity that processed such transactions. This added percentage represents the costs associated with cards' transactions made outside Kuwait such as mandatory costs, settlement and authorization costs, and other costs associated with covering the risks of foreign exchange fluctuation, fraud and forgery loss risks. This procedure shall be considered to have been made upon an express authorization from the customer to the bank.
33. The customer acknowledges that he is aware that the prepaid card may be used without the PIN at some P.O.S. terminals inside and outside Kuwait.
34. The cardholder acknowledges and approves that the due amount on the card may exceed the card's limit if the merchant cannot process the settlement request in time. In which case, the customer shall be deemed responsible for paying the card's outstanding amount. In case of any change to fees, the customer shall be informed via any means acceptable to official authorities.
35. The cardholder acknowledges and accepts all fees and commissions listed in the Statement of Fees and Commissions announced at the bank or via the bank's website. Fees and commissions shall be applied as per the CBK-approved list.