

# Cards Tokenization Terms and Conditions



بنك بيت التمويل الكويتي  
**KFH**  
E G Y P T

## Terms and Conditions:

- These Terms and Conditions (T&C) apply to Card tokenization service provided by KFH (Kuwait Finance House Bank - Egypt) and regulate the use of cards associated with Digital wallets

### 1. Definitions:

- **Card tokenization:** is a service that replaces your actual card number with a unique, randomly generated token. This token is utilized during transactions in place of your actual card details
- **Customer:** Customer refers to any individual, entity, or organization that establishes a relationship with KFH – Egypt by opening an account, utilizing bank’s financial products, or engaging with any of its banking services. This broadly covers all individuals and entities who interact with the Bank, including account holders, borrowers, investors, and users of KFH -Egypt credit and debit facilities.
- **Bank:** KFH (Kuwait Finance House Bank – Egypt) and all its branches
- **Cards Provisioning:** Tokenization is the process of reinstating a card's primary account number (PAN)—*the 16-digit number on the plastic card*—with a unique alternate card number, or “token.” Tokens can be used for POS transactions, in-app purchases or online/ ecommerce purchases.
- **Digital wallet/ x-Pays:** Refers to (Apple Pay, Samsung Pay, Fitbit, Garmin & Google) pays that can enable tokenization services to be able to provision the actual physical card
- **Issuer Bank:** A bank authorized by the Central Bank of Egypt to provide various electronic payment instrument services, including networks with acceptance marks for customers. This bank is responsible for authenticating financial transactions and transfers made using payment tools and ensuring that these operations comply with the regulatory controls established by the Central Bank of Egypt.
- **Near Field Communication (NFC):** is a technology that facilitates communication between two devices or tools within a close proximity, typically not exceeding 4 cm, through a set of established communication protocols
- **Consumer Device Cardholder Verification Method (CDCVM):** These methods verify the cardholder through electronic devices using one of the following options: the device's personal identification number (mobile phone passcode), a user-created password, or biometric authentication (such as eye print, facial recognition, fingerprint, etc).

## 2. General Terms and Conditions:

- The customer can utilize the service in accordance with the terms and conditions specified by the device provider/issuing bank.
- Customer must read /accept the terms and conditions through the application before provisioning the card
- The customer acknowledges that she/he is responsible for all transactions and instructions executed via the card tokenization service if such transactions and instructions are carried out through the User's digital wallet, and responsible before the third party for all these transactions and instructions, without any liability on the Bank.
- The Cardholder shall not make any financial transactions and/or purchases that exceed his/her balance in the card account; otherwise, the Bank shall immediately reject the transactions with/without notification.
- The customer must avoid using any mobile device with a modified operating system, such as a jailbroken iOS device.
- The customer acknowledges and agrees that transactions initiated through their digital wallet may utilize Consumer Device Cardholder Verification Method (CDCVM). The security and integrity of the customer's device authentication methods are solely the customer's responsibility. The bank is not liable for any losses or unauthorized transactions arising from the compromise or misuse of the customer's device-based verification credentials.
- The Customer must promptly inform the Bank of any updates to their personal data or information while using the application
- The Bank is not responsible for any refusal by a merchant or entity to accept payment made through the Service. The bank is also not liable for the quality, delivery, or any aspect of goods or services obtained by the customer from a merchant or entity via the Service. Any complaints, disputes, or issues regarding such matters must be addressed directly with the relevant merchant or entity. The Bank's involvement is strictly limited to processing the requested debit or credit to the relevant card account. This includes processing any credit notes properly issued by the merchant or entity
- It is the customer's responsibility to verify that the mobile phone number recorded with the Bank for issued cards matches the number utilized when requesting card tokenization through electronic applications.
- Electronic acceptance of these terms and conditions is required before you can subscribe to the Service

- Customers utilizing the service are obligated to read and acknowledge all warnings and alert messages, such as security alerts or notifications regarding fraud attempts.
- The customer can link their cards to the digital wallet by following the instructions provided within the digital wallet application. Only cards meeting the Bank's specific criteria are eligible for addition. Once a card is successfully linked, the customer can conveniently use their digital wallet for purchases at merchants that accept digital wallet transactions, authenticating these transactions using Face ID, fingerprint, or their mobile passcode. Customers may remove their registered card(s) from the digital wallet via the digital wallet application or by contacting the Bank's Call Center.
- When a customer deactivates a card linked to their digital wallet, they must also disable the wallet's tokenization. The token remains active until the customer requests its removal.
- If a customer needs to change the mobile number linked to tokenization service. He/She should instantly notify the bank so that the bank will take the necessary actions, and the Customer shall be responsible for consequences that may occur because of not instantly notifying the Bank by changing the mobile number, without any liability on the Bank.
- The customer irrevocably undertakes to indemnify the bank for all losses, claims, damages, costs, and expenses, including legal, attorney, and advisor fees incurred by the bank because of executing the User's instructions.
- The bank does not operate Digital Wallet and, therefore, cannot be held responsible for its use or performance. The bank can only assist the customer with using the customer's Card within the Digital Wallet. The bank is not responsible for issues concerning the Digital Wallet.
- The Customer acknowledges that the Bank holds no responsibility for any service interruptions, fees incurred due to such interruptions, or general failures related to the internet or mobile network

### 3. Digital Wallet for third party conditions:

- These conditions govern how the Bank facilitates the use of KFH – Egypt debit, credit, or prepaid cards when the customer adds or retains a card in a digital wallet:
  - a) **Cards Terms and Conditions:** The terms and conditions that apply to the customer's card(s) (Card Conditions) remain effective when the customer uses their card in a digital wallet. The digital wallet provider will also have terms and conditions, policies (including a privacy policy), and obligations that apply to the customer's use of the digital wallet. The customer should ensure to read and approve these terms and conditions
  - b) **Using the Customer's Card in a Digital Wallet:** Adding a card to a digital wallet requires following the process outlined by the digital wallet provider and any additional procedures from the bank or provider. Not all cards are eligible for

digital wallet use. Once added, a digital wallet only permits purchases where it is accepted. Cards can be removed from a digital wallet at any time by following the provider's removal procedures. Any outstanding digital wallet transactions on a card at the time of removal will still be processed, and the cardholder remains responsible for paying for those transactions.

#### 4. Privacy and Security:

- The Service is intended solely for the Customer's use. The Customer must not permit or enable any other individual to use or benefit from the Service on their behalf at any time.
- The customer is responsible for maintaining their mobile phone device, personal identification number (PIN), passcode associated with the application/wallet, and all other means of accessing the application/wallet. Any misuse resulting from failure to maintain any of these is considered the customer's responsibility.
- The Bank will keep all data and information received from the Customer for the Service confidential. Additionally, the Bank will ensure the confidentiality of all transactions conducted by the Customer through any electronic media related to the Service. Both the Bank and the Customer may disclose the aforementioned information or transactions only in compliance with the applicable laws of the Arab Republic of Egypt, in execution of any judgments or orders, or as per the Service Terms and Conditions.
- The Customer shall be held solely liable for all transactions executed via the Service, provided such transactions and instructions are initiated utilizing the cards linked to the Service and authenticated by the Customer's designated MPIN or biometric data
- The Customer is responsible for securing the mobile phone used for payment transactions via the Service.
- The Bank will not be responsible for any loss or damage incurred by the Customer due to misuse or abuse of the Service, errors made by the Customer, or malfunctions in the Service caused by the Customer's errors, insufficient balance in the Customer's card account, or any other reasons attributable to the Customer. Additionally, the Bank will not be liable for any malfunctions in the account systems or telecommunication networks of the Service
- The Bank will not be responsible for any inaccuracies in the information provided by the Customer when using the KFH - Egypt card through the Service
- The customer is solely responsible for all damages that the Bank may suffer if their mobile phone is lost or if unauthorized transactions occur via the Service. It is mandatory for the customer to immediately inform the Bank and promptly deactivate the affected card(s) by contacting the Call Center at 19072 or 0020221229500 from outside Egypt. or visiting the nearest KFH – Egypt branch.
- The Customer hereby consents to the Bank's disclosure of any and all information related to their account(s) to any of the Bank's affiliates, agents, or third-party service providers (including technical, banking, or marketing entities). This consent

also extends to entities with whom the Bank has agreements for specific services, such as card tokenization, and who are authorized by the Bank to access such information in a manner deemed appropriate and necessary by the Bank.

- The customer must not share any usernames, passcodes, or any other information related to their Card or Device. If the customer shares this information with others, they may be able to access the customer's Digital Wallet and make purchases with their Card or obtain their personal information. Before the customer replaces or disposes of a Device, they must ensure that all Card information is deleted from that Device. The customer agrees to contact the bank immediately if any Device on which they have a Card has been lost or stolen, or if they suspect that there has been fraud in relation to their Card. The bank will not be responsible for any losses the customer incurs except as set out in the Card Conditions.

#### 5. Laws and Jurisdiction:

These Terms and Conditions are governed by the laws of the Arab Republic of Egypt. Any dispute arising from their interpretation or application shall be resolved by the competent courts of Cairo.

#### 6. Service fees:

- Any fees associated with KFH- Egypt issued cards will remain applicable when KFH Customer utilizes the Digital wallet.
- The Bank retains the right to modify the Service charges at its sole discretion. The Bank shall notify the Customer of any changes to the Service charges through methods it considers appropriate, which shall serve as binding notice to the Customer. The Customer's continued utilization of the Service after the effective date of any amendments to the Service charges shall be deemed as acceptance of such amendments without objection

#### 7. Terms and conditions:

The Bank retains the authority to modify or update any of the Service Terms and Conditions. These modifications or updates will become effective and binding on the Customer once they are notified through any method the Bank considers appropriate. If customers continue to use the Card with the Digital Wallet after receiving the notification, it will signify their acceptance of the updated conditions.

## 8. Service cancellation:

- The customer has the right to request the removal of the tokenized card details from the bank's system at any time through the Digital wallet application or by contacting the customer support through 19072 or 0020221229500 from outside Egypt. Upon removal, customers are required to re-enter their full card details to reuse the service in the future.
- The Bank reserves the right to suspend or terminate the Service provided to the Customer at its sole discretion if the Customer breaches any of the Service Terms and Conditions, or any applicable laws or regulations in the Arab Republic of Egypt. This includes, but is not limited to, the purchase of any goods, commodities, or services that are prohibited by law

## 9. Customers' rights protection:

- KFH is committed to the rigorous implementation of leading international banking practices and the establishment of explicit principles and rules. These principles shall govern the entirety of the relationship between the Bank and its customers, ensuring adherence to the highest standards of fairness and transparency, in full compliance with the regulatory framework set forth by the Central Bank of Egypt. Furthermore, the Bank should prioritize the comprehensive protection of customer data and rights, thereby cultivating robust confidence between the Bank and its customers through clearly delineated rules and principles. Accordingly, the terms of this agreement are stipulated hereby:
  - Subject to the provisions of the Central Bank and Banking Sector Law concerning account secrecy, and in compliance with the Anti-Money Laundering and Terrorist Financing Combating Law and its associated regulations, the Bank is obligated to maintain the absolute confidentiality of all the Customer's financial and personal data and information. Such data and information shall not be utilized or disclosed to any third party without obtaining the explicit prior written consent of the Customer. The Bank shall make the features/ parameters/ profit/ tariffs that apply to all its banking products and services available and regularly updated on its website "www.eg.kfh.com"
- In the event of the Customer's default or (delay) in performing any of their obligations or undertakings under this agreement, the Bank shall be entitled to pursue any available legal or banking remedies to protect its rights. All correspondence between the Parties hereto shall be in Arabic.
- The Customer may submit complaints to any KFH – Egypt branch or through any other means provided by the Bank. The Bank will respond to the complaint in writing or electronically within 15 business days from the date of receipt, except for complaints related to transactions with foreign entities, for which the Customer will be notified of the required consideration period. If the Customer rejects the Bank's response, they must notify the Bank in writing of the reasons for rejection within 15 business days of receiving the response. Failure to do so will be considered an

implicit acceptance of the Bank's response. If the Bank receives the reasons for rejection, the complaint will be reconsidered, and the Customer will receive the Bank's final response within 15 business days. The Customer may escalate the complaint to the CBE only in the following cases:

- a) The Bank fails to respond within 15 business days from the date of receipt.
  - b) The Customer rejects the Bank's final response.
- The Customer shall refrain from any conduct that may offend the Bank, its employees, delegates, agents, or correspondent banks, or from undertaking any actions that could harm the Bank or jeopardize its reputation, whether within or outside the Bank's premises and branches, through electronic means, or on social media. Should the Customer breach this clause, the Bank reserves the right to close the account and pursue all necessary banking and legal measures to safeguard its rights.

I agree to subscribe to KFH – Egypt card tokenization Service. I undertake to use my cards through this Service for the purposes mentioned above. I further undertake to read and accept the Service Terms and Conditions, and/or any amendments thereto, electronically before using the Service.

- This agreement is conducted with Arabic & English Languages and in case of conflict the Arabic version shall prevail and apply.