

Applied general conditions

These terms and conditions have been issued by Petra Mobile Payment Services Company in accordance with the mobile payment instructions and the legislation issued by the Central Bank of Jordan. The company is entitled to amend these terms and conditions in the event of any change to the special terms and conditions applied to the above service.

The preamble of this contract is an integral part thereof and shall be read together with it as a single unit.

Definitions

The following definitions apply under these general terms and conditions:

- Service provider: Petra Mobile Payment Services Company, incorporated under the laws of the Hashemite Kingdom of Jordan, registered in the companies register under No. 1323, and hereinafter referred to as the company, service provider or Orange Money.
- Service: Mobile payment service by direct connection to the national switch.
- Agent: One of Petra Mobile Payment Services Company authorized mobile
- Payment services agents to provide mobile payment service.
- Bank: Central Bank of Jordan.
- Subscription contract: The terms and conditions and any other attachments governing the relationship between the company and the customer, under which the customer will be provided with the service after opening the electronic wallet to take advantage of the mobile money services.
- Customer: The person and/or legal person who opens an electronic wallet in his name, who has signed these terms and conditions, and who has been registered in the national switch through the company for the purpose of using the mobile money services.
- Electronic wallet: The virtual account that is opened with the company to enable the customer to carry out mobile money transactions.
- Electronic money: The monetary value stored electronically, magnetically or by any other means, which is issued in exchange for receiving cash of the same type and value of the currency itself and is a means of transferable fulfillment between the parties dealing with it by electronic means.
- National switch: A system operated by the Jordan Payments and Clearing Company (JoPACC) and supervised by the Central Bank of Jordan in which banks, companies and customers are registered in order to exchange financial transactions and document all transactions carried out through it.

How to subscribe to the service

To subscribe to the service, you must visit any of Orange Shops or authorized agents, show proof of identity, fill out the application form to open an electronic wallet, read the terms and conditions, and sign the subscription contract.

Customer's duties

1. The customer must be at least 18 years of age. If the customer is under 18 years of age, the application must be submitted by his custodian or his legal attorney.
2. The customer acknowledges that all the data, information and documents submitted by him are correct and proper. The customer acknowledges his full responsibility for what is contained therein, the extent of its legality, all matters related thereto and/ or its consequences.
3. The customer authorizes the company to send his data to the national switch for the purposes of his registration; and the company shall send the result of the registration process to the customer.
4. The customer acknowledges that he/ she has seen and understood the mechanism of the work of the services and any guideline information printed or published on the company's website.
5. The customer shall see the electronic wallet payment instructions, the operating framework and instructions issued by the Central Bank in this regard, and any modifications thereto.
6. The customer agrees that the electronic record, which is saved and extracted on the company's systems and connected to the national switch for all transactions and processes carried out through the national switch, is the electronic record adopted in the event of any dispute.
7. The customer acknowledges that the use of the service is subject to the legislation in force issued by the Central Bank.
8. The customer acknowledges and agrees that the company/ service provider has the right to suspend and/ or cancel the service at any time it wishes, in accordance with the instructions of the Central Bank in this regard, after informing the customer of all available means without incurring any liability to the company/ service provider.
9. The customer acknowledges his knowledge and consent that he has the right to open two electronic wallets at most, provided that each electronic wallet is linked only to one mobile phone number, so that the customer's subscription is linked to the national number for Jordanians, the national number of companies and the identification number approved for non-Jordanians in accordance with the legislation issued by the Central Bank and anti-money laundering and terrorist financing instructions.
10. The customer acknowledges that the mobile payment service is provided within the Hashemite Kingdom of Jordan in Jordanian Dinar, or as approved by the Central Bank.

11. The customer authorizes the company an absolute and irreversible mandate to register the value of any transaction carried out on the account of the customer's electronic wallet with the company/ service provider.
12. The customer acknowledges his knowledge that the electronic wallet is connected to the mobile phone number provided and selected by him, so that payment is made by electronic money transferred by the company/ agent to the customer's electronic wallets for the cash received. This electronic money is then handled by the customer.
13. The customer acknowledges that he has seen the limits of the mobile payment services issued by the service provider and any modifications thereof as published on the company's website.
14. The customer complies with the transaction limits as stipulated in the legislation issued by the service provider and any modifications thereof as published on the company's website.
15. The customer shall be responsible for notifying the company immediately in the event of loss and/ or change of mobile phone number registered with the company.
16. The customer shall be responsible for ensuring the details of the transaction in terms of the phone number of the recipient and the value before carrying out the transaction and to ensure that the password is protected (do not attach the password with the phone or disclose the password to any other person). He shall abide by all the rules of security and confidentiality as recognized by the company.
17. The customer acknowledges and agrees that the company will not be responsible for any faults and/ or damages and/ or expenses incurred by the customer as a result of any breach of these terms and conditions. The customer shall abide by and undertake to bear all the compensations, claims and damages to which the company may be subjected as a result of any breach of these terms and conditions and/ or for whatever reason or when there is a claim by any other party.
18. The customer acknowledges his knowledge that if he does not use his electronic wallet for one year from the date of the last financial transaction, the electronic wallet will be frozen in accordance with the relevant legislation and instructions issued by the Central Bank in this regard; and that if the customer wishes to activate the electronic wallet, the customer or his legal representative shall visit the company or one of its authorized agents to reactivate the electronic wallet.
19. The customer acknowledges and agrees that the company reserves its right at all times to amend the terms and conditions related to this service without giving reasons, including the rates of the service after being notified of this amendment through SMS or any appropriate media and communication channels. He also acknowledges his compliance with these terms and conditions, after they have been amended. He agrees that if he uses this service(s) after any amendments or changes to their terms or conditions, he accepts and approves all of the new and/ or amended terms and conditions.
20. The customer acknowledges and agrees that in the event of any rate adjustment by the company, the adjusted service rates will be applied one month after the customer is notified of such adjustment.

21. The customer acknowledges that the company reserves the right to refuse to open an electronic wallet account or to suspend and close the electronic wallet at any time, at the company's discretion, in any of the following cases, including but not limited to:
 1. If the customer fails to meet any of the company's requirements.
 2. If the customer violates any of the applicable laws and regulations.
 3. If the customer violates any of the terms and conditions of the subscription contract.
 4. Enforcement of an order or request from a judicial, security or official authority.In any case, the company shall not be responsible for compensating the customer for any direct damages caused by the closure and/ or suspension of the customer's account for any reason.
22. The customer has the right to file a complaint with the company/ customer complaints unit and/ or to call the free toll number of the Complaints Center at any time. In the event that the complaint has not been processed, he has the right to file a complaint with the Central Bank in accordance with the instructions issued by the Central Bank in this regard.
23. It is agreed between the two parties that the company has the right to terminate the contract directly in the event that the company is unable to complete the due diligence procedures contained in the instructions issued by the Central Bank regarding the beneficiary.
24. Under the subscription contract, the customer authorizes the company to debit and deduct amounts from his electronic wallet in order to settle any transactions, fees and commissions owed by the customer. If the electronic Wallet balance is insufficient to cover the value of the transaction and the fees, the company has the right to reject the transaction.
25. The customer must notify the company in writing of any change to his address, contact details or mobile phone number.
26. All electronic wallet transactions carried out by the customer are final and irrevocable. the customer may not ask the company to cancel or invalidate any transaction or movement he makes.
27. Under the subscription contract, the customer agrees to allow the company to contact him directly to offer services and offers that meet his needs. The customer agrees to receive promotional messages on his mobile phone for the company's services.

Company's duties

1. The company shall provide the agreed service in accordance with the applicable laws, regulations, instructions and these terms and conditions.
2. The company shall keep the confidentiality of the customer's information and shall not disclose it, except for the information which the customer agrees to publish and/ or the information that is disclosed in accordance with the request of the security authorities and/ or judicial authorities and/ or at an official request of the Central Bank in accordance with the legislation in force.

3. The company shall take all necessary actions to comply the service with all legislations applicable in the Kingdom, any instructions issued by the Central Bank, and compliance with anti-money laundering and terrorist financing requirements.
4. The company charges the customer a fee due to the company for some of the transactions/ movements carried out by the customer when using the mobile payment Services.
5. The company shall inform the customer about the balance of his electronic wallet as soon as any financial transaction on his electronic wallet takes place.
6. The company shall refund the amounts to customer in the event that the company ceases to provide the service in accordance with the procedures contained in the legislation in force.
7. The company shall terminate the service subscription contract at the request of the customer at any time without charging him any fees. The company should take the necessary actions to return the amounts due to the customer after notifying the customer in paper or electronically regarding the termination of the contract, execution of the closure of the electronic wallet, and the disconnection of the link of the electronic wallet with the mobile phone number on the same working day.
8. The company shall take all necessary actions and precautionary measures to ensure the security and confidentiality of the customer's information in accordance with the legislation in force.
9. The company shall make its best efforts to start activating the service within 24 hours of the date of subscription unless there are any technical or procedural obstacles to activate the service.

Customer's Rights

- The customer has the right to withdraw his approval, which has already been given in writing, electronically or orally, to be recorded oral withdrawal, and in case the information is withdrawn, the status of the client's wallet will be reassessed to be fully maintained or discontinued in the event that this withdrawal affects the company's ability to identify the customer or provide service to him.
- Also, the client is allowed to object the processing of his/ her personal data if such processing was unnecessary to achieve the purposes which they were collected for, or if it was in excess of their requirements or if it contradicts the valid legislations in the Kingdom.
- The client has the right to request the correction of his/ her personal data. All documents supporting his claim must be attached to his request.

- The client is allowed to omit his/ her personal data or a part of them if they were unnecessary to achieve the purposes for which they were collected or if the purpose for which they were collected is concluded

Conflict resolution

The customer acknowledges and agrees that the courts of the Palace of Justice are competent in considering any dispute relating to these terms and conditions.

Force majeure

The company shall make every effort to ensure the functionality of the services. However, the company will not be responsible for any fault, interruption of service or other incidents beyond its control; and in particular, it will not be responsible for force majeure or any fault caused by a third party, caused by the conduct.