Terms and Conditions

This document constitutes the agreement ("Agreement") outlining the terms and conditions under which the Burgan Bank Prepaid Card has been issued to you.

1. General:

By applying for and using any Burgan Bank Prepaid Card you agree to be bound by these Terms and Conditions. All Cards remain the property of Burgan Bank and must be surrendered upon demand. Cards are nontransferable, and may be canceled, repossessed, revoked, or suspended at any time without prior notice. We may amend or change the terms of this Agreement at any time without prior notice to You. You may cancel this Agreement by returning all Cards issued to You to us. Your termination of this Agreement will not affect any of Our rights or Your obligations arising under this Agreement prior to termination. Should your Card account be closed, we will issue you a credit for any unpaid balances, subject to fees as disclosed in this Agreement.

Please read this Agreement carefully and keep it for future reference.

2. Definitions:

- ➤ "Burgan Bank" means Burgan Bank S.A.K.
- ➤ "Card" and "Cards" means Burgan Bank Gift Card and BeeWallet card, VIP card and X-Change card.
- ➤ Burgan Bank Gift Card and BeeWallet card means the Prepaid Visa Cards issued by Burgan Bank.
- ➤ Burgan Bank VIP means the prepaid MasterCard issued by Burgan Bank.
- ➤ Burgan Bank X-Change Card means the prepaid MasterCard issued by Burgan Bank which is available in multiple currencies.
- > "You" and "Your" are references to the person who has accepted these Terms and Conditions and has received the Card.
- ➤ "We", "Us", and "Our" are references to Burgan Bank S.A.K.
- "Kuwait" means the State of Kuwait.
- > "Business Days" means Sunday through Thursday, excluding all public holidays in Kuwait.

3. Age Restrictions and legal action:

Only Customers above the age of 18 are able to purchase the Burgan Bank Prepaid Card.

All prepaid card holders will adhere to the laws and regulations issued by the Central Bank of Kuwait and will be held legally responsible for the usage/maintenance of Burgan Bank prepaid Cards.

Prepaid Card Purchasers are responsible for the usage of the Card if delegating it to a different recipient other than the Card purchaser.

Burgan Bank is not responsible for the illegal usage of their prepaid Cards by the Card holders in any manner deemed so by Kuwaiti national law.

4. Card Usage:

The Card is a prepaid card. The Card allows You to access funds loaded or deposited to your Card account by You. The Card is not a credit card. You will not receive any interest on the funds in Your Card account. Your funds will never expire, regardless of the expiration date on the front of your Card. You may also permit another person to have access to Your Card. However, if You do, You are liable for all transactions made with the Card by those persons. You must notify Us to revoke permission for any person you previously authorized to use Your Card. You are responsible for all transactions and fees incurred by You or any other person You have authorized. If You instruct Us to revoke another person's use of Your Card, We may revoke Your Card and issue a new Card with a different number. You are wholly responsible for the use of each Card according to the terms of this Agreement.

You may not use Your Card for any illegal transactions.

5. Purchases:

The Prepaid Card can be used worldwide to pay for purchases & Online at all merchant locations/ websites that accept Visa and MasterCard cards. The amount available on the Card shall be reduced by the value of each successful purchase transaction. Point Of Sale Terminals with Pin Pads will require successful PIN entry.

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services You purchase with Your Card.

If You are entitled to a refund for any reason for goods or services obtained with Your Card, you agree to accept credits to Your Card account for such refunds. The amounts credited to Your Card account for refunds may not be available for up to [five (5)] Business Days from the date the refund transaction occurs.

6. Cash Withdrawals:

You can use Your Card with your Personal Identification Number (PIN) to withdraw cash worldwide at any ATM that accepts Visa and MasterCard cards. The amount available on the Card shall be reduced by the value of each successful Cash Withdrawal transaction in addition to applicable Prepaid Cards fees.

7. Card Activation:

You can activate your Card when collecting the Card at any of our Branches or by call our Contact Center at + 965 1804080.

8. Personal Identification Number (PIN):

The PIN is provided for Your use and protection, it is important that:

- a) you should not write or keep your PIN with your Card.
- b) do not disclose the PIN nor write it on the Card or make it available to anyone else.
- c) notify us immediately if Your PIN voucher was lost/stolen'

If You believe that anyone has gained unauthorised access to Your PIN, You must advise Us immediately.

9. Lost/Stolen Cards:

You must inform us immediately if You discover that Your card has been lost/stolen by contact us at +965 1804080 and/or visiting one of your nearest Burgan bank branches. If You do not inform Us immediately You may be liable if someone used Your Card without Your permission.

10. Disputed transactions on your Prepaid Card:

You must report any non-authorized, suspected or fraud transaction on Your Prepaid Card within 30 days from transaction date to any Burgan Bank branch where You will complete and sign the dispute form and submit any required additional documents. Bank will investigate any disputed transaction of Your Prepaid Card through Our chargeback process and will not refund the disputed amount until the end of the chargeback cycle. Burgan Bank reserves the right to refund the disputed transaction amount or decline based on the result of the chargeback process.

11. Card Validity:

Subject to Our rights under Clause 1 above, Burgan Bank Prepaid Cards are valid for 1 year starting the date of purchase, depending on the card type.

12. Cancellation and Expiry of Prepaid Card:

Any funds remaining on Your Cancelled and/or Expired Prepaid Card will be returned to You in Kuwaiti Dinars within 45 (forty five) days subject to satisfactory checks being completed.

13. Card Refusal:

We will not be held liable for the refusal of this Card. The Card is allocated and known by VISA and MasterCard Logo which is carried on the face of the Card. We will not be held liable if in under any circumstance the Card is not accepted at points of sale locally or abroad, or at foreign ATM's carrying foreign currencies or online (www.Burgan.com). If We have good reason, We may without telling You do any or all of the following:

- a) Refuse to approve a transaction.
- b) Cancel, suspend or restrict your right to use the Card.
- c) Refuse to replace any Card.

We will not be liable:

- a) If you do not have enough funds available in Your Card account to complete the transaction.
- b) If a merchant refuses to accept Your Card.
- c) If an ATM where you are making cash withdrawal does not have enough cash.
- d) If an electronic terminal where you are making a transaction does not operate properly and You knew about the problem when You initiated the transaction.
- e) If access to Your Card has been blocked after you reported Your Card or PIN lost or stolen.
- f) If your funds are subject to legal process or other encumbrance restricting their use.
- g) If we have reason to believe the requested transaction is unauthorized or illegal.
- h) If circumstances beyond our control (such as but not limited to fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken.
- i) Any other exception stated in this Agreement.

All queries relating to the Burgan Bank Prepaid cards should be sent to Burgan Bank Card Services

P.O Box 5389- Al Safat 12170-State of Kuwait Tel # : + 965 1804080