KFH Cards “Click to Pay” Terms & Conditions

By using the “Click to Pay” service, Primary and Supplementary Cardholders confirm that they have read, understood, and agree to strictly comply with the following terms and conditions:

First: Definitions

The following terms, wherever they appear in this agreement, shall have the meanings assigned to them below:

• “The Bank” or “Kuwait Finance House” (KFH): Kuwait Finance House (K.S.C.P.).

• “The Card”: Any payment card issued by KFH, whether a Primary Card or Supplementary Card.

• “The Customer” or “The Member”: The individual to whom a Primary Card has been issued for personal use. The Bank may, upon the Member’s request, issue a Supplementary Card to another individual designated by the Member.

• “The Primary Card”: The main card issued by KFH to the Customer.

• “The Primary Cardholder” or “The Cardholder”: The Member who applied for the Primary Card, holds the card account, and is authorized to use the Primary Card.

• “The Merchant”: Any individual, establishment, company, or legal entity that accepts card payments for purchases or other financial obligations.

• “Service,” “CPT,” or “Click to Pay”: Built on the EMV® Secure Remote Commerce standard, Mastercard/Visa’s secure online payment service allows eligible cardholders to shop online without re-entering card details at checkout.

• “Service Account” or “Click to Pay Account”: A «Click to Pay» profile created with Visa or Mastercard (depending on the issuing network) includes the cardholder›s identity information, card details, and billing and shipping addresses. This profile may be created directly with the payment network, through KFH as the card issuer, or via a third-party digital wallet. In all cases, using the profile to complete a payment remains subject to these terms.

The Cardholder’s online account for the Click to Pay service, accessed and managed via (https://secure.checkout.visa.com) or (https://src.mastercard.com) using a registered email address or mobile phone number. This account enables the Cardholder to register, manage, and use eligible Mastercard/ Visa cards to make payments at participating online merchants displaying the Click to Pay icon, subject to the applicable terms and conditions.

Second: Terms and Conditions

1. Cardholder`s responsibility

1.1 The Cardholder shall be fully responsible for: (a) registering for the Click to Pay service; (b) linking, managing, unlinking, or terminating the Click to Pay service; (c) ensuring that any Supplementary Cardholder is fully informed of these Terms and Conditions and complies with them; and (d) any use of the Click to Pay service in relation to the Card(s), whether conducted by the Cardholder, a Supplementary Cardholder, or any third party, and whether authorized or unauthorized.

2.1 The Primary Cardholder shall bear full responsibility for the use of the Click to Pay service and for all consequences arising from its misuse by the Primary Cardholder or any third party, whether with or without the Primary Cardholder’s consent. In all cases, the Primary Cardholder undertakes to settle all amounts debited from their account resulting from the foregoing, including but not limited to amounts arising from the use or misuse of the Card(s), whether inside or outside the State of Kuwait, following the Cardholder’s request to activate the Click to Pay service.

3.1 The Cardholder must maintain the confidentiality and security of all devices, credentials, passkeys, One-Time Passwords (OTPs), PINs, and authentication data, and must not share them with anyone; KFH will never request this information. In the event of device loss, theft, compromise, or suspected fraud, the Cardholder must immediately notify KFH via the Contact Center (1803333) or any branch, disable the Card, and visit the Visa portal to deactivate the service.

4.1 Unless the Bank is notified to disable the service and the required action is completed, all transactions made through the service shall be deemed authorized and legitimate by the Cardholder, to the maximum extent permitted by applicable law and the Card Terms and Conditions.

2. Merchant Acceptance and Disputes:

1.2 KFH shall not be liable for any act or omission by any merchant for any reason whatsoever, including a merchant›s refusal to accept the Card through Click to Pay services.

2.2 All purchases, returns, refunds, chargebacks, and all matters relating to the quality, suitability, warranties, or any disputes concerning goods or services shall be solely between the Cardholder and the merchant. KFH does not endorse any merchant, or any goods or services provided by the merchant, nor does it guarantee or assume any liability in respect thereof.

3.1 Any chargeback, reversal of charges, or dispute (if any) shall be subject to these Terms and the Card Terms and Conditions. KFH does not guarantee the success of any payment recovery pro

3. Card Terms:

1.3 The Terms and Conditions of KFH Cards shall apply to all uses of the Card, including Click to Pay transactions, and are available on the Bank’s website (www.kfh.com).

2.3 The Bank may, at any time, set transaction limits, impose risk controls, decline transactions, or require additional authentication in accordance with the Card Terms, applicable laws, Visa/Mastercard regulations, and KFH’s risk, compliance, and security requirements.

3.3 KFH currently does not charge any fees for registering for or using the Service. Card fees and charges remain subject to the relevant Card Terms and Conditions and the fee schedule published across the Bank’s branches and website. All such fees are administrative service charges and do not constitute interest, and the Cardholder acknowledges having reviewed and agreed to them.

4.3 Cardholders are responsible for any calls, SMS or data charges from their wireless provider resulting from the use of this service.

4. Bank Responsibilities and Service Availability:

1.4 The Service belongs to the relevant card scheme and is operated and/or supported by Visa and Mastercard and/or other third parties. KFH's role is strictly limited to issuing the Card and enabling registration for the Service at its sole discretion.

2.4 While the Service facilitates transactions between the Service Account Holder and the merchant, neither the Bank nor Visa/Mastercard is a party thereto. All payments, purchases, or returns involving a merchant remain solely between the Service Account Holder and the merchant.

3.4 KFH does not guarantee that the Service will be uninterrupted, error-free, or available at all times. At its sole discretion and without prior notice, the Bank may suspend, restrict, or terminate access to the Service (in whole or in part) for security reasons, fraud prevention, system maintenance, compliance with applicable laws or card scheme rules, or the protection of the Bank or the Cardholder.

4.4 Whenever KFH facilitates this Service and enables the Cardholder to activate their account in the Click to Pay Service, the Cardholder shall not be eligible to benefit from the service offered directly by Visa for the same Card. Any attempt by the Cardholder to register for the service offered by Visa/Mastercard, or their acceptance of its terms and conditions of use, whether through Visa/Mastercard's website or upon completing a payment transaction with a merchant, shall not create any agreement or contractual relationship between the Cardholder and Visa/Mastercard regarding that Card. Nevertheless, Visa/Mastercard may share any information provided by the Cardholder during the registration attempt with KFH to the extent necessary to ensure the seamless provision of services, in accordance with applicable laws and regulations.

5.4 If the Cardholder creates a profile directly with Mastercard (a Mastercard C2P Profile) or with a third-party digital wallet, the creation and management of that profile shall be governed by the terms agreed upon between the Cardholder and Mastercard or the wallet provider, as applicable. In such cases, KFH's obligations shall be limited to the terms governing the use of that profile when completing a payment with a merchant pursuant to these Terms.

5. Use of Cardholder Data:

1.5 KFH, Visa/Mastercard, merchants, and other authorized parties may collect, use, store, process, and share the Click to Pay Cardholder's data and transaction-related information to provide the Service, complete transactions, manage registration processes, authenticate transactions, support customer service, conduct analytics, prevent fraud, and comply with legal and regulatory obligations. This applies to the extent necessary to complete transactions or verify the Cardholder's eligibility to receive the Card's features and benefits, including rewards programs and installment options.

2.5 KFH is committed to protecting the privacy and security of your personal information. You can view our full Privacy Notice at www.kfh.com. The biometric data used for passkeys is processed directly by your device provider/manufacturer and never leaves your device.

3.5 The Cardholder acknowledges that both Visa and Mastercard publish dedicated privacy notices for the «Click to Pay» service. These notices explain how each network collects, uses, shares, and protects personal information related to the Cardholder›s profile. The Cardholder is advised to review them.

4.5 Fingerprints, facial recognition, and device passcode data never leave the account holder›s device.

6. Eligibility conditions:

6.1 The Click to Pay Service is available exclusively to primary holders or authorized users of eligible KFH cards, as well as any other payment methods determined by Visa/Mastercard to be eligible for use with the Service.

6.2 KFH and/or Visa/Mastercard may, at any time and without prior notice, modify these eligibility conditions or revoke the eligibility of any card or cardholder for security, operational, risk, or compliance reasons.

7. Authentication features (Passkeys):

1.7 Certain authentication capabilities using Passkeys, such as fingerprint scans, facial recognition, and device passcodes, may be available on the Cardholder's device.

2.7 The Cardholder acknowledges that the use of Passkeys on their device or on an additional Cardholder's device: (a) is subject to the agreement between the Cardholder and the relevant device or platform provider, or manufacturer; (b) ensures that fingerprint or facial recognition data and device passcodes remain on the device, for which the Cardholder assumes sole responsibility; and (c) renders the Cardholder solely responsible for enabling, disabling, and managing such Passkeys.

3.7 The Cardholder may choose to use Passkeys for any payment transaction and may disable them, unlink the Card from the Service, or do both, through the Service management portal (via https://secure.checkout.visa.com), or through the KFHOnline application, as applicable. KFH shall not be liable for the availability or proper functioning of any third-party gateway.

4.7 The Cardholder further acknowledges that they are not obligated to use passkeys to complete transactions under the Service. The use of a Mastercard passkey constitutes the Cardholder's consent for Mastercard to access their profile information and provide it to Mastercard's authentication service. The same passkey may be used in contexts other than the Service, subject to separate terms of use presented to the Cardholder when the passkey is created.

8. User obligations and conduct:

1.8 The Click to Pay Service Account Holder agrees to comply with all applicable laws, regulations, rules, and legal requirements relating to their use of the Service, and further agrees to:

A- use the Service only in the manner permitted by applicable law, these Terms, and the Card Terms;

B- maintain the security of the Card, associated device(s), and all Passkeys and authentication credentials;

C- refrain from disabling, interfering with, or otherwise misusing the security, operation, or integrity of the Service in any way;

D- refrain from attempting to gain unauthorized access to the Service or any parts thereof that are restricted from public access;

E- refrain from using the Click to Pay Service in any manner that is false, defamatory, abusive, vulgar, hateful, harassing, obscene, profane, threatening, or that invades the privacy of any person or infringes the rights of any third party;

F- refrain from reproducing the Service in any form, storing it, or incorporating it into any information retrieval system, whether electronic, mechanical, or otherwise;

G- refrain from copying, simulating, reproducing, leasing, renting, selling, commercially exploiting, modifying, decompiling, disassembling, distributing, reverse-engineering, or transferring the Service, or any part thereof;

H- refrain from using any device, software, or procedure that interferes or attempts to interfere with the proper operation of the Service, or taking any action that, as determined by Visa/Mastercard or KFH in their absolute discretion, imposes an unreasonable or disproportionately large burden on the Service systems; and

I- The Service account must not be used to act as a payment intermediary, payment aggregator, or service bureau—whether for customer`s own purposes or on behalf of any third party—including for handling, processing, or transferring funds belonging to others.

J- The Customer shall agree not to create an account through automated means or under false or fraudulent pretenses, nor to transmit viruses or other malicious software through the service.

K- KFH may suspend or terminate access to the Service if the Cardholder breaches these obligations.

L- The Cardholder undertakes not to use the Service or Card to pay for goods, works, or services that violate the provisions of Islamic Sharia. KFH reserves the right to cancel the Service or Card in the event of any such misuse.

9. Changes to the Service and Terms:

1.9 KFH and Visa/Mastercard may, from time to time, update, amend, or enhance the Service or these Terms. Notice of such changes may be provided through any channels deemed appropriate by KFH or Visa/Mastercard.

2.9 An account holder's continued use of Click to Pay following any change, modification, or improvement to the service constitutes acceptance of those changes, and these terms shall apply to them.

3.9 If the Click to Pay Service Account Holder does not agree to these Terms or any updates; they must refrain from using the Service and unlink their Card. Account holders may terminate or unsubscribe from the Service at any time.

10. Limitation of liability:

1.10 KFH shall not be liable for any losses, damages, claims, costs, or expenses arising out of or in connection with the Click to Pay Service, including:

A- any dispute with a merchant, or any act or omission by a merchant;

B- the unavailability, delay, interruption, or failure of the Service or of any third-party system;

C- any unauthorized access or entry resulting from the Cardholder›s failure to maintain the confidentiality and security of their device credentials; or

D- any indirect, incidental, special, consequential, punitive, or exemplary losses or damages.

E- None of Visa, Mastercard, the Bank, or their affiliates, nor any of their respective officers, directors, clients, members, employees, or authorized agents (collectively, the "Visa Parties") shall, under any circumstances and regardless of the basis of the action or claim (including negligence), be liable for any damages, claims, or losses incurred (including compensatory, incidental, indirect, special, consequential, punitive, or exemplary damages), howsoever caused and under whatever legal theory relied upon, arising out of or in connection with the Click to Pay Service, even if any of the Visa Parties has been advised of the possibility of such damages, claims, or losses.

3.10 Without prejudice to any other provision herein, the cumulative liability of the Visa Parties to any Click to Pay Account Holder arising from any action or claim, regardless of the basis, shall in no event exceed the lesser of: (a) the actual loss incurred by the Click to Pay Account Holder; or (b) USD 100, or its equivalent in local currency.

4.10 The cardholder acknowledges that Mastercard is not a bank, payment institution, or financial services provider, and does not issue payment cards of any kind. Accordingly, any inquiries or matters relating to the card must be directed to KFH as the issuing entity, and not to Mastercard.

11. If the applicable laws of any jurisdiction do not permit the exclusion, disclaimer, or limitation of certain warranties, liabilities, or damages, such that the exclusions and limitations set out above do not apply to a Click to Pay Account Holder, Visa's liability to such Click to Pay Account Holder shall be limited to the maximum extent permitted by applicable law. Nothing in these Terms shall be construed as excluding or limiting Visa's liability to any Click to Pay Account Holder for (a) death or personal injury resulting from Visa's negligence, (b) fraud or fraudulent misrepresentation, or (c) any matter in respect of which it is unlawful for Visa to exclude, limit, or attempt to exclude or limit its liability.

12. Notices:

1.12 Any notice sent by KFH to the Cardholder at their address or registered contact details shall be deemed valid and legal. The Cardholder undertakes to notify KFH in writing of any change to such details and agrees to receive correspondence and notices by electronic means.

2.12 The cardholder acknowledges that he or she may receive short text messages (SMS) from Visa or Mastercard for identity verification purposes when using the service. The cardholder expressly agrees to receive such messages and understands that standard message and data rates from their mobile service provider may apply.

3.12 The Cardholder authorizes KFH to obtain their residential and work addresses directly from the Public Authority for Civil Information (PACI), without imposing any liability on PACI.

The above terms and conditions govern the relationship between the parties. Any matters not specifically provided for herein shall be subject to the applicable laws and regulations of the State of Kuwait and the instructions of the Central Bank of Kuwait, provided that such laws, regulations, and instructions do not conflict with the provisions and principles of Islamic Sharia. All disputes arising hereunder shall fall under the exclusive jurisdiction of the Kuwaiti courts.

The Member has read, understood, and agreed to the terms and conditions herein and acknowledges receipt of a copy.

Customer Signature: