Easy Payment Plan Terms & Conditions



THE PARTIES

The parties to these Terms & Conditions (the "T&Cs") are Capital Bank of Jordan and the Cardholder whose name appears on the Card (the "Cardholder" or "CH"). These T&Cs are supplemented by the Schedule of Fees and Charges applicable to the Cardholder's

Card Account.

1. Definitions

"Easy Payment Plan" – hereinafter known as "EPP" or "Plan", a Plan selectively offered to eligible Cardholders whereby. they can repay the amount of a transaction in instalments over a specified tenure.

"EPP Commission" – a flat monthly commission charge applied to the Transaction and included in the EPP Monthly Instalment, as set forth in the Schedule of Fees & Charges "EPP Remaining Balance" – the sum of all unbilled EPP Monthly Instalments. "Minimum Payment Due" - The amount set forth in the Schedule of Fees and Charges, and as indicated on the Card holder Statement of Account and payable by the Card holder, including any EPP Monthly Instalments. "EPP Monthly Instalment" – an amount due each month and may vary from one EPP to another according to the transaction value and EPP commission charge applied. "Tenure" – the number of months over which to repay the EPP. "Total Plan Amount" – the combined sum of all EPP Monthly Instalments within an EPP

2. Cardholder Eligibility

2.1. EPP is available to selected Cardholders holding a Credit Card issued by Capital Bank.

Cardholder eligibility for the EPP benefit is subject to change over time and the Cardholder should check with Capital Bank for their current eligibility status, before making a transaction that is intended to be setup as an EPP. Eligible Cards must be active at the time of requesting for an EPP i.e. not blocked or cancelled and with no overdue payments on the Card.

2.2. Capital Bank reserves the right to determine the eligibility of a Cardholder as per internal policy and guidelines.

3. Eligible Transactions

- 3.1. An EPP is available for transactions pertaining to the purchase of goods and/or services, made on Credit Cards. EPP is not available for transactions of Cash Withdrawals, interest, fees, or the amount of any balance transfer.
- 3.2. Eligible transactions will be available to view on channels as deemed appropriate by Capital Bank, including through Capital's Bank Customer Services. Eligible transactions will be defined as per Capital Bank internal policy.

4. Setting up an EPP

- 4.1. The EPP can only be setup by the Primary Cardholder.
- 4.2. The Cardholder can choose the eligible transaction and convert it to an EPP for a specified Tenure at a specified EPP commission rate. The commission rates are applicate to an EPP may vary, subject to Capital Bank discretion.
- 4.3. Capital Bank will process the Cardholder's request to setup an EPP in accordance with these terms and conditions. Capital Bank reserves the right to approve or decline the request.
- 4.4. Capital Bank reserves the right to limit the number and amounts of EPPs that a Cardholder can hold at any given time.

5. EPP Monthly Installments

- 5.1. The EPP Monthly Installment is the sum of the transaction divided by the tenure, and the flat monthly EPP commission applied on the transaction.
- 5.2. Capital Bank reserves the right to change the offered EPP commission from time to time. The Cardholder must refer to the Card's Schedule of Fees & Charges for the most up to date EPP commission rates.
- 5.3. The EPP Monthly Installment will be charged to the Card Account and added to the Minimum Due Payment of each month, for the duration of the Tenure. A payment made towards the Card Account will be first applied to the EPP Monthly Installment, and then towards repayments of other amounts due by the Cardholder, as specified in the Credit Card Terms & Conditions.
- 5.4. The total amount outstanding owed by the Cardholder will include the New Balance and EPP remaining balance.
- 5.5. If the Cardholder pays less than the Minium Payment Due by the Due Date specified in the Statement of Account,

it will be subject to interest, fees, and charges as per the Credit Card Terms & Conditions and the Schedule of Fees and Charges.

6. Closing an EPP

- 6.1. The EPP will automatically close when all EPP Monthly Installments have been billed. Any EPP Monthly Installments that are unpaid will remain due.
- 6.2. The Cardholder may request to close the EPP before completion on the Tenure. Upon processing this request, Capital Bank will close the EPP.
- 6.3. Capital Bank reserves the right to close the EPP when two unpaid terms are due on the card, therefore the EPP remaining balance will be subject to the bank's interest rate, before completion of the Tenure at its discretion, or in the event of misuse or breach of the Credit Card Terms & Conditions
- 6.4. If the Card Account is closed or cancelled involuntarily prior to billing the Total Plan Amount, Capital Bank will close the EPP.
- 6.5. Upon closing the EPP before completion of the Tenure, the EPP Remaining Balance excluding remaining EPP commission will be posted as one (1) lump sum amount to the Card Account and shall immediately become due and payable by the Cardholder. This amount will be subject to the monthly card interest rate as set out in the Card's Schedule of Fees and Charges.
- 6.6. In case of a chargeback for a transaction that was set up as an EPP, Capital Bank reserves the right to close the EPP.
- 6.7. Without prejudice to what is mentioned in clause 6.6 above, If the Cardholder has a credit balance or receives a refund for a transaction that they had set up for an EPP, the EPP will not automatically close, and the Cardholder must call Contact Center if they wish to Close the EPP.

7. Capital Rewards, Cashback and Feeback (where applicable)

7.1. Capital Rewards points, Cashback or Feeback will not be reversed if the transaction is converted to EPP and is not applicable on EPP Monthly Installments.

8. General Terms

- 8.1. Capital Bank reserves the right to modify or change all or any of the terms applicable to the EPP or to extend or discontinue the EPP.
- 8.2. The Terms and Conditions governing EPP are in addition to and not in substitution of the terms & conditions of the Credit Card Terms & Conditions governing Card usage. Cardholders acknowledge that they have read the Credit Cards Terms & Conditions carefully and participate in the EPP willingly, available on the website at www.capitalbank.
- 8.3. All questions or disputes regarding eligibility for EPP will be resolved by Capital Bank in its sole discretion. Capital Bank's decision on all matters relating to the EPP shall be final, binding, and conclusive and no correspondence will be entertained.
- 8.4. Capital Bank's failure to enforce any term or condition does not constitute a waiver of that term or condition by Capital Bank.
- 8.5. Capital Bank's obligations for EPP are subject to any restriction or limitation imposed by any regulatory, judicial, or administrative authority with jurisdiction over Capital Bank, and Capital Bank will not be liable to the extent any decision, direction, order, or determination by such body prohibits or restricts Capital Bank's performance under or compliance with the EPP.
- 8.6. Cardholders release and discharge Capital Bank from all liability resulting from any unauthorized human intervention, or any other cause, including but not limited
- to malfunction of any computer component, software or communication line, any loss or absence of network communication, any faulty, incomplete, or unintelligible transmissions which could limit the opportunity of any individual in being eligible for an EPP.
- 8.7. Capital Bank reserves the right to request proof of identity. If the Cardholder refuses to provide any of the details requested without a good reason, then he/she may not qualify for the Easy Payment Plan. If Capital Bank becomes aware of any fraud, deceit, misconduct, or similar action during or in relation to the EPP Capital Bank reserves the absolute right to exclude the Cardholder from the Easy Payment Plan unless it is proven to the satisfaction of Capital Bank, that he/she had no actual or imputed knowledge or participation in such fraud or deceit or similar action.
- 8.8. Capital Bank regards the confidentiality of its Cardholders personal information with the utmost security. Capital Bank does not accept any responsibility for any promotional material or other material communicated to the Cardholders by third parties that independently obtained any personal information.
- 8.9. In case of conflict between the Arabic and English texts, the Arabic text shall prevail.