

Joyalukkas Exchange

Licensed by 'The Central Bank of Kuwait'

Please read this document carefully before using this application. By accepting this means you have read, understood and acknowledged these terms and conditions. For your future reference, you can review these 'Terms and Conditions' on our websites www.joyalukkasexchange.com as well as on www.webremit.com

General Terms & Conditions

'Joyalukkas Exchange' have developed an internet-based money transfer platform, enabling its customers to undertake online remittances via mobile application. Joyalukkas Exchange is the sole owner of this mobile application and the website (<https://www.webremit.com>)

Whereas "We/Our" means Joyalukkas Exchange and "You/Yourself/User/Customer" means the registered customer of Joyalukkas Exchange.

These terms and conditions govern the terms under which you may use our mobile app and the services associated with it (Terms and Conditions with respect to different services provided in the mobile app is dealt separately but are read in conjunction with the General Terms and Conditions for online transfer). By accessing, registering with and using the services, you agree to be bound by the terms of the Terms and Conditions. If you do not wish to be bound by the Terms and Conditions, you may not access, register or use our services.

Terms & Conditions may change from time to time and 'Joyalukkas Exchange' reserves the right to amend the terms & conditions as fully or partially at its own sole discretion at any time.

For each transaction request, transfer rate, service fee and VAT charges will be applicable and displayed at the time of initiating a transaction. It is understood that you have agreed to the applicable rate & charges for the transaction.

Customer Obligations

As a condition of use, you hereby agree not to use our online remittance applications for any purpose that is illegal or prohibited by the law of 'The Central Bank', or any other purposes not reasonably intended by Joyalukkas Exchange. You also agree not to use our online application to:

- Communicate in an abusive or offensive manners
- Copying and distribution of any or all segment of this site and mobile application
- No activities are made using any automated systems (AI, Bots, Auto Robotics, etc.), neither any attempt will be made by you using any such robotic mechanism
- Attaching/uploading any virus/malware or spam contents
- Attempt to compromise the integrity of the system by any means
- Attempt or collecting any personal data/information from this website and mobile application
- Using our website and mobile application for any commercial purpose
- Disguise or impersonate another person to gain access or any other purpose whatsoever
- Use another person account/card details to make payment against the transaction request

- Attempting to alter or modify any content of his website and mobile application
- Divert the security measures (including login & authentication credentials) by any means
- Any other activities that may cause harm to the website or mobile application
- Post or transmit, or cause to be posted or transmitted any content that is libelous, defamatory, obscene, pornographic, abusive, offensive, profane or that infringes any copyright or other right of any person

Usage of the application

- You should be over 18 years of age and resident in the Kuwait with valid Civil ID
- Agree to visit any of the Joyalukkas Exchange branches with original valid Civil ID for initial registration/profile modification/ beneficiary registration or modification, or can perform the E-KYC using the available services on our mobile app

Data Accuracy

- You should submit the transaction request only after verifying it
- It is your responsibility to ensure all the information encoded are accurate
- In case of any incorrect data (e.g.: beneficiary name, account number, transfer amount, etc.) will lead to the delay, rejection or will lead to the credit to wrong beneficiary
- Joyalukkas Exchange will transmit the transaction information as submitted by you without any alteration

You agree to notify Joyalukkas Exchange immediately in case of:

- Any unauthorized use of your account
- Any other breach of security
- Any unusual activity identified in your account

Login Credentials

- In case of existing customer of Joyalukkas Exchange, you can obtain your initial profile verification details (Customer Code/UIN, Loyalty Card No), which will be required while activation of your profile via online remittance portal
- By entering above information along with your registered mobile number, you could set up your login credentials and register for accessing our mobile app to start the services
- In the event of new customer, you can register your profile first using the E-KYC options available on our mobile app
- Multi-level user control been implemented through OTP (One Time Password) at different levels to ensure control on access and activity on the online application
- The user is responsible for the confidentiality and use of your login credentials and OTP. You must not share the login credentials and OTP with anyone. User would be responsible for all the activities conducted under their account and must ensure the safety of such credentials at all time
- Users agree to notify Joyalukkas Exchange immediately in case of any unauthorized use of their account, any other breach of security or any unusual activity identified in their account
- Login credentials should be changed at periodic intervals to protect from potential fraud attempts.

Joyalukkas Exchange Obligations

- Joyalukkas Exchange will register your profile only after verifying your identity as per our onboarding policy

- Joyalukkas Exchange will under no circumstances be liable for any loss that you may incur as a result of someone else using your password or access your account, either with or without your knowledge. It is your responsibility to safeguard your login credentials and devices in order to protect yourself.
- Joyalukkas Exchange reserve the right to block the customer profile without notice (Temporarily or permanent) if found to be involved in any attempt to potential fraud.
- Reasons for blocking the customer profile might not be disclosed if involved in attempted or confirmed fraud.
- Joyalukkas Exchange will take all possible efforts to resolve any matters arises for services with the concerned service provider. We have no liability as an agent towards any related services. The correspondent service providers will be fully liable for the completion of its service in accordance with its terms and conditions
- You agree that we shall not be responsible for any delay/ failure to execute or wrong execution of your remittance request, whether caused due to incorrect information provided by you or by acts of omission by any intermediary bank, war, riots, political or natural disaster, governmental or court orders, or any other similar circumstances. We do not warranty the functionality of the remittance facility or the accuracy, adequacy or completeness of any information related thereto
- The time frame for the transaction to reach the beneficiary account will depend upon the standard turnaround time as set by the beneficiary bank. If there is a delay in delivering the funds to the beneficiary due to unforeseen circumstances, you cannot hold Joyalukkas Exchange responsible. Joyalukkas Exchange provides no guarantee to the registered user (you) on the time lines mentioned in any way. The information, material, suggestions, displayed on the website are termed as content and we undertake no responsibility for any mistakes, omissions, inaccuracies, interruption, typographical errors, and incomplete transmission etc.

Fund Transfer

- You agree that all the payments made against the remittances are transferred from your own personal account/card only. Joyalukkas Exchange does not accept any payments made through third party accounts; and if found any, Joyalukkas Exchange reserves the right to cancel such transaction and also restrict the customer from any future online transactions
- Transaction once successfully submitted by the customer will be executed by the Joyalukkas Exchange when the payment is cited to the respective bank accounts of Joyalukkas Exchange
- You agree to defend, indemnify and held harmless Joyalukkas Exchange, and their directors, employees, contractors and agents from and against any and all claims, causes of action, damages, obligations, losses, liabilities, costs or debt, and expenses (including attorneys' fees and costs) and all amounts paid in settlement arising from or relating to the use of the website and mobile application but not limited to delays, delivery failures, and mistakes, as well as force majeure events or any other circumstances beyond our control
- You agree to accept all the charges and deductions that the intermediary bank or your beneficiary bank is charging against each remittance
- It is acknowledged by you that the payment gateway systems, internet transfer, correspondent/agent transfer depends on various electronic devices/ technology channels and there may arise possibilities of delays and snags in receipt/transmission of transactions
- Any refund or cancellation of the transactions will be subject to deduction of regular charges, taxes, back-end charges and settlement of any rate differences, if applicable
- Refund against the transaction to the sender will be provided only when we receive the confirmation from the correspondent service provider or agent

- It is mandatory for you to visit the branch (where your profile is registered) in order to claim the refund amount
- Sender will only use the service to send money to their beneficiaries or pay the utility bills that is related to the sender and not to pay for any third parties. You acknowledge that Joyalukkas Exchange has the right to reject such transactions which is misused in furtherance of fraudulent, illegal or prohibited activities
- Joyalukkas Exchange process all the transactions as per 'The Central Bank of Kuwait' regulations and other local & international federal laws.

Security

The customers shall take all reasonably practical measures to ensure that their mobile device from which the customer accesses our app is free of and adequately protected against any computer virus or other malicious software. Joyalukkas Exchange shall not be held liable or responsible for any loss or damage suffered by the customer as a result of any computer viruses, Trojan horses, worms, software bombs, malware or similar processes arising from the customer use of the platform on affected mobile devices.

Privacy & Data Protection

Joyalukkas Exchange gives utmost importance to the privacy and protection of customer data and transaction details. In the course of serving its customers, Joyalukkas Exchange receives, stores and transmits customer (your) information which is sensitive. Information like the customer's name, email ID, telephone number, and account related data are taken from customers by Joyalukkas Exchange in order to give services. All the details will be kept confidential by Joyalukkas Exchange to the fullest extent possible and consistent with the law.

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information.

Third-party links

Occasionally, at our discretion, we may include or offer third-party products or services on our mobile application. These third-party sites have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked sites.

We may collect your personal identification information with all personal details from you in a variety of ways, including but not limited to when you visit our branch and in connection with other activities, services, features or resources we make available on our site and mobile application and also any additional data that we are required by the law or by the requirement of our correspondent service provider or agents.

Users allow Joyalukkas Exchange to record user personal details and transaction details in the system for our KYC/due diligence and transaction monitoring purpose.

Our mobile application is scanned on a regular basis for security holes and known vulnerabilities in order to make your visit to mobile app as safe as possible. We use regular 'Malware Scanning'. Your personal information is contained behind secured networks and is only accessible by a limited number of people who have special access rights to such systems and are required to keep the information confidential. In addition, all sensitive/credit information you supply is encrypted via Secure Socket Layer (SSL) technology.

We have also implemented a variety of security measures when a user enters, submits, or accesses their information to maintain the safety of your personal information. All payment transactions are processed through a gateway provider and are not stored or processed on our servers.

We may collect non-personal identification information about you whenever you interact with our site and mobile application. Non-personal identification information may include the browser name, the type of computer, mobile device id, mobile operating system, geo location and technical information about your means of connection to our site and mobile application, such as the operating system and the Internet service provider's utilized and other similar information.

Joyalukkas Exchange collects and may use your personal information for the following purposes:

- To send periodic emails: The email address you provide will only be used to send you information and updates pertaining to your activities and alerts. It may also be used to respond to your enquiries and/or other requests or questions. If you decide to opt-in to our mailing list, you will receive emails that may include our news, updates, promotional campaign information, related product or service information, etc. If at any time you would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email or you may contact us via our site/mobile application
- To administer content, promotion, survey or other site features- To send your information you agreed to receive about topics we think will be of interest to you.
- To process transactions: We may use the information you provide about yourself when creating a transaction or any other activity. We do not share this information with outside parties except to the extent necessary to provide the service
- To improve our Site: We continually strive to improve our offerings based on the information and feedback we receive from you
- To personalize your experience: We may use information in the aggregate to understand how our customers as a group use the services and resources provided on our site
- To improve customer service: Your information helps us to more effectively respond to your customer service requests and support needs

Our websites (<https://www.webremit.com> & <https://www.joyalukkasexchange.com>) and mobile application may use "cookies" to enhance your browsing experience. Your web browser places cookies on their hard drive for record-keeping purposes and sometimes to track information about them. You may choose to set your web browser to refuse cookies or to alert you when cookies are being sent. If you do so, some features will be disabled that make your site experience more inefficient and some of our services will not function properly. However, you can still submit transaction request.

Payment Gateways

Joyalukkas Exchange utilizes multiple payment gateway services to ensure a seamless and hassle-free user experience for completing transaction requests.

- **Online Transfer (KNET):** This payment gateway is supported by 'The Central Bank of Kuwait'. It allows our users to settle the amount from their bank account without leaving our app.
 - **Warning:** Customers must use their own bank accounts to settle funds. Joyalukkas Exchange does not accept payments made through third-party accounts. If such transactions are found, Joyalukkas Exchange reserves the right to cancel them and restrict the customer from any future online transaction.

Cancellation & Refund

- In the event where a transaction is rejected due to any reason (e.g.: invalid beneficiary details, account closed, etc.), JAE will notify customer about the same via multiple communication channel as applicable (e.g.: Email, SMS, Push Notification, Telephone, etc.) within 24 hours after the reconciliation
- Customer can visit the branch to collect the returned amount at any time, or
- JAE will arrange to return the money back to the customer's original mode of payment or to the customers Bank Account via FTS after establishing the ownership of account, within 24hours after obtaining confirmation from the customer

Disclaimer

Our mobile application is an online remittance service portal provided by Joyalukkas Exchange, subject to your compliance with the terms and conditions. Please read this document carefully before accessing or using the site and or our mobile application. By accessing or using the site or our mobile application, you agree to be bound by the terms and conditions. If you do not wish to be bound by these terms and conditions, you may not access or use our mobile application.

Access and usage of our site and mobile application, usage and the facilities are entirely at the risk of the registered user (you). If our mobile application is unable to complete the disbursement of the remittance payment to the beneficiary because of the incorrect account information provided, such as wrong or misspelt name, address, name of the bank, bank account number, or any other incorrect information, the registered user will be liable for any costs, fees, expenses and losses that our online remittance application would experience in returning the remittance payment, such as processing costs, losses arising due to exchange rate fluctuations, service charges, and exchange commissions.

Joyalukkas Exchange does not warrant that it is immune from hacking and unauthorized access that may impair the working of the website, even though our application adopts high security measures which are considered appropriate

The registered user (you) agrees to be bound by the content of this disclaimer as it may be amended by Joyalukkas Exchange from time to time.

Changes to this privacy policy

Joyalukkas Exchange has the discretion to update entire or a part of its Terms & Conditions at any time. We encourage you to frequently check this page for any changes to stay informed about how we are helping to protect the personal information we collect. You acknowledge and agree that it is your responsibility to review this privacy policy periodically and become aware of modifications.

Indemnity

It is your responsibility to ensure that you periodically update yourself on every occasion of your access or use of the service to review the Terms and Conditions for any updates. Unless otherwise specified by us, all such modifications in the Terms and Conditions shall take effect automatically and be binding on and from the day of such modification. By continuing to access or use of the service, you will be deemed to have agreed to accept and be bound by all the Terms and Conditions.

By accessing the service, you irrevocably authorize us to access all information you have provided in the mobile app. All information will be governed by the privacy policies of Joyalukkas Exchange. We shall be

responsible for all personal information provided to us and will deal with such information in accordance with our privacy policy.

You agree to defend, indemnify and hold harmless Joyalukkas Exchange, its subsidiaries and affiliated companies, Joyalukkas Exchange may assume the exclusive defense and control of any matter for which you have agreed to indemnify the Joyalukkas Exchange, and you agree to assist and cooperate in the defense or settlement of any such matters.

Termination

You can terminate your profile activation from our online remittance applications by visiting any of our branch along with valid Emirates ID and submitting your request or you can use the option available on our mobile app. Such termination will result in the deactivation of your accessibility to our online applications. Terminations are confirmed immediately, and you shall not be able to access it thereafter. However, in future if you need to activate your profile, you can simply do that by following the profile activation procedure

Joyalukkas Exchange reserves the rights to terminate your access from online remittance applications at its own sole discretion at any time.

Complaints

If you have any questions, queries, complaints or any suggestions, please contact us at 'CustomerCare@joyalukkasexchange.com'

Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the federal laws of the Kuwait and the laws as applicable in the Kuwait and you irrevocably submit to the exclusive jurisdiction of the Kuwait courts.

Acceptance of Terms and Conditions

You hereby confirm that you have read, fully understand and accept all terms of the above Terms and Conditions.

Please note that your agreement will be accepted as the electronic equivalent to a hand-written signature and/or as an electronic signature as may be permitted under/by any applicable law.

Joyalukkas Exchange

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Disclosure & Transparency

- The services are provided to you by Joyalukkas Exchange which shall also be referred to as “our,” “we,” and “us.”
- Products and services offered through all our channels (branch, digital and other channels) are subject to service charges and conversion rates (if applicable).
- These Terms & Conditions apply to the use of our services available from the branches and the mobile application (“Webremit”). In its sole discretion, we reserve the right to change these ‘Terms of Service’ from time to time and will supersede and replace any terms and conditions we have previously issued concerning our provision of services to you.
- **Warning:** You understand and confirm that by accepting these Terms & Conditions during the use of our services at the branches and Mobile App, you agree to abide by these Terms & Conditions concerning your use of the Service, physical location, and governing laws and regulations.
- Joyalukkas Exchange may engage the services of one or more affiliates, subsidiaries, agents, or subcontractors to fulfil our obligations.
- If there is any part of these Disclosures & Transparency you do not understand or wish to clarify, please get in touch with us @ email id customercare@joyalukkasexchange.com
- **Warning:** We may disclose information about you to (any of our employees, officers, agents, or outsourced service providers) insofar as reasonably necessary for the purposes as set out herein. In addition, we may disclose information about you to the extent that we are required to do so by law;
- Joyalukkas Exchange will communicate with the customers through its official channels only. The customer should never share passwords, login credentials, OTP or any information that can be used to authenticate identity with not to any third party as it might lead to fraud.
- Joyalukkas Exchange uses only official documents for all transactions when dealing with customers.
- **Warning:** We will have no liability for damage that is due to any unusual and unforeseeable events over which Joyalukkas Exchange has no control over, failure of telecommunication lines, civil unrest, war, or other events such as industrial action or lockouts over which we have no control.
- By agreeing to the above-mentioned terms and conditions, the customer agrees not to use Joyalukkas Exchange services for any prohibited/illegal purpose.
- All the transfer orders will be processed on the business day of the sender or receiver side of the country or on a day that is not a Business Day, and the Payment Order will be deemed to have been received on the next Business Day.
- For further inquiries and details on terms and conditions of all Joyalukkas Exchange products and services, please visit our website (www.joyalukkasexchange.com) You may, also, contact us on customercare@joyalukkasexchange.com or our customer care

Registration Process

- Eligibility for using the services with us must be a minimum of 18 years old.

- The following documents must be provided as part of the Know Your Customer(KYC) procedures. National ID
- The following information, at the minimum but not limited to, will be collected and recorded at Joyalukkas Exchange, full name, date of birth, residential address, mobile phone number, ID Details, profession, expected annual activity, beneficiary details, email address, etc.
- Joyalukkas Exchange reserves the right to restrict the customer onboarding due to any legal restrictions by the law or due to its internal policies; otherwise, Joyalukkas Exchange ensures 'Fair & Equal Treatment' to all customers.
- Customer requires to provide us with valid, accurate, current, and complete evidence of your identity and promptly update your personal information if and when it changes.
- **Warning:** Joyalukkas Exchange will be using your data for communication on transactional, promotional, and marketing about the products and services from time to time. We will allow you to opt out of our promotional and marketing communication. You may also contact us at customercare@joyalukkasexchange.com to opt-out

Use of Service

A) Remittance

- Joyalukkas Exchange shall inform the Customer about service charges, conversion rates, and the estimated transfer time before performing the remittance transaction. However, the estimated delivery time may differ for reasons beyond our control.
- Correspondent or intermediary charges apply to certain countries, and the costs will be deducted at the receiving end.
- The Customer would be provided with a draft receipt to verify the details provided to us for executing the transaction. Upon signing the receipt, the Customer confirms and acknowledges the transaction details' correctness, authenticity, and legality.
- Joyalukkas Exchange reserves the right to use the services of its intermediary banks and financial institutions to execute the transfer in any country of its choice.
- Transaction executed using the payment mode Cheque or direct transfer to our account will be processed subject to Cheque realization and the amount credited in our bank account.
- Suppose the provided Cheque is rejected for any reason, in such case, the Customer agrees to settle the total amount in cash along with any variations in the currency rate and other corresponding charges. If the issue is not resolved amicably, Joyalukkas Exchange shall have the right to cancel the transaction without notice & take all necessary legal actions to protect its rights and recover all related claims.
- In no event shall the Joyalukkas Exchange be liable for any direct, special, indirect, or consequential damages, or any other damages of any kind, including but not limited to loss of use, loss of profits, etc. for any delay in transaction due to which a commitment has not completed.
- In case transactions conducted exceeds the threshold established by us from time to time, the Customer or beneficiary will be required to provide necessary documents and clarification if raised any query regarding the relevant transaction, which may include but is not limited to the source of the fund, the purpose of the transaction, etc.

B) Forex Buy/Sell Services

- Joyalukkas Exchange shall inform the Customer about service charges and conversion rates before performing the transaction

- Once the currency is bought or sold, it can be returned only with a new transaction at the prevailing market rate.
- Please count your money before leaving the counter and obtain a receipt for your transaction. Joyalukkas Exchange or its employees will not be held liable for any claims or shortages beyond the branch premises.
- Joyalukkas Exchange has the right to recover any amount paid in excess to the customer due to errors and oversights.

C) WPS Services

- Joyalukkas Exchange will not be responsible for any error or omission of details provided by the employer for salary processing.
- Joyalukkas Exchange will try to resolve the error or omission but will not be liable for the delay or loss due to employer negligence.
- Joyalukkas Exchange will not be liable for any fines or non-renewal of license or visa to employer or company by the relevant competent authority for the delay in salary processing.
- We will process the salary file as received by the company or employer and ensure to upload the salary to the respective employee's payroll card. We will not be liable for any employee dissatisfaction concerned with the employer or company action regarding the salary processing.
- Joyalukkas Exchange liaises with the third party for payroll card issuance. We will not be liable for any delay beyond our control, but we will try to resolve the concern if any with total effort.
- Joyalukkas Exchange will not be responsible for theft or fraud using the payroll card. It's the cardholder's sole responsibility to ensure the cards' safety.
- Joyalukkas Exchange will never ask for passwords, login credentials, OTP, or any information that can be used to authenticate identity with not to any third party as it might lead to fraud.
- The WPS agreement with Joyalukkas Exchange is an annual automatic renewal, and if required to cancel, the company need to inform three months prior by visiting Joyalukkas Exchange branches.
- In case of the card is lost or stolen or in case of Unauthorized Transactions, you need to contact the branches or inform customercare@joyalukkasexchange.com immediately.

D) Allied Products

- Joyalukkas Exchange provides allied services where liaise with third-party agents to facilitate the utility payments, bill payments, etc., and will ensure to take a complete effort in executing the transactions.
- Joyalukkas Exchange will not be liable for any delay that occurred by a third-party agent or is beyond our control.

E) Mobile Application

Terms and Conditions with respect to Mobile App are dealt separately but are read in conjunction with the General Terms and Conditions. For Terms & Conditions for mobile app please visit www.webremit.com

F) Joyalukkas Exchange Rewards

Terms and Conditions with respect to Joyalukkas Exchange Rewards are dealt separately but are read in conjunction with the General Terms and Conditions. For Terms & Conditions for Joyalukkas Exchange Rewards please visit www.Joyalukkasexchange.com

Cancellation & Refund Process

- You have the right to cancel a money transfer within 14 days from the Transaction date by visiting the nearest Joyalukkas Exchange branch. However, this cancellation right is not valid if the amount is already paid out to the Receiver or credited to beneficiary account. If not paid out, the Refund of the amount to the customer will be settled at the prevailing market buying rate or transaction rate, whichever is lower, excluding the sending charges further receiving the confirmation of return of fund to Joyalukkas Exchange. If any deductions from the beneficiary bank, cancellation fees, and any other expense incurred will also be a result of deduction to the customer.
- For cancellation process the sender/remitter has to visit the branches with the original transaction receipt & ID
- If any transaction is rejected and returned by the correspondent to Joyalukkas Exchange, we will make all efforts to inform the customer. If unable to reach the customer, it will be treated as an unclaimed fund, and the refund of the unclaimed funds will be followed as per the guidelines of the regulatory authorities.
- Refunds will be made the same way as the mode of transfer we received funds from the customer.
- Any amendments or re-issuance of the remittance transaction requested by the customer for any reason will be subject to our regular charges and settlement of any rate differences, if applicable.
- When the payment has already been credited to the Recipient's bank account, and Sender requires a recall of the funds, they may do so. In those circumstances, we would make reasonable efforts to recover the funds. However, Joyalukkas Exchange cannot guarantee cancellation will be successful.

Dispute & Complaint Management

- Any complaints, queries, feedback on our services, or fraud incidents can be raised through our official email address customercare@joyalukkasexchange.com or by visiting any of our branches
- Any transaction-related complaint should be lodged within a maximum period of fourteen (14) days from the date of the transaction. We will make the utmost effort to resolve any issues for services provided by a third party by coordinating with the concerned service provider. The company has no liability as an agent for any related services. The third party will be fully liable for completing its service under its terms and conditions.
- Once the complaint is received from the customer and registered in the system, receipt of confirmation will be sent to the customer within two (2) business days via SMS or email;
- Joyalukkas Exchange tries to resolve the complaints within a reasonable period, which shall not exceed ten (10) business days;
- If a complaint cannot be resolved within ten (10) business days, Joyalukkas Exchange will update the customer with reasonable justifications for the possible delay
- Joyalukkas Exchange will not be liable for any transactions get held due to the financial crime regulation.
- Joyalukkas Exchange will not be liable for any erroneous or omitted information provided by the customer for the transaction and if the amount is credited to the wrong destination. However,

Joyalukkas Exchange will always work toward the best interest of the customer and will put every effort to retrieve the amount by coordinating with the correspondent partners.

- If the customer is not satisfied with the resolution provided by our customer care, they may reach out to the Central Bank of Kuwait customer service center

Rates & Fees

- Joyalukkas Exchange displays the rates and charges of the products offered to customers on the branch rate board & website. Rates are subject to variations and to be updated whenever required.
- The exchange rates specified during the Service may fluctuate from time to time in accordance with fluctuations in international exchange rate markets.
- Joyalukkas Exchange ensures to mention the applicable service charge and transfer rate/exchange rate before executing any transaction. The customer should ensure to confirm the charges and rate before completing the transaction by signing the transaction receipt.
- In situations where the receiving entities may charge additional costs, Joyalukkas Exchange will not be liable for the cost the receiving correspondent bank deducts during the transaction's cancellation or refund process.
- Joyalukkas Exchange is not responsible for any charges applied by the Recipient's bank resulting from the receipt of funds into the Recipient's bank account. You should contact the Recipient's bank directly for details about any charges that may apply to the transaction.
- Errors or omissions by Joyalukkas Exchange will be closely monitored; if any exchange rate error is not there in the market due to erroneous entry by the staff, the extra amount will be refunded to the customer.

Termination

We may terminate these Terms and Conditions or suspend our Services to you immediately:

- Where you do not provide us with all the details, we require to perform a Payment Transaction for you.
- Where it becomes unlawful for us to continue to provide you with our Services or we are required to do so by law, by any court of competent jurisdiction, or by any governmental or regulatory body which authorizes us to perform our Services
- Following a material breach by you of any of Terms and Conditions or if we discover or have reasonable cause to suspect any crime, fraud, fraudulent activity, or money laundering by you;

Customer Data Protection

- Joyalukkas Exchange is authorized to collect customer information for specified, explicit, and legitimate purposes and by lawful to offer various services.
- Customer Data will not be disclosed, made available, or used for purposes other than those established for a legitimate purpose.
- As required by applicable law, Joyalukkas Exchange will take consent from the customer and inform them how the data may be used and by whom and ensure to give the flexibility to the customer to opt-in or opt-out of all marketing and advertising communication.

- Customer Data like transaction vouchers and other relevant documents will be retained for a minimum of 5 years. They shall not be kept longer than necessary for the collected and processed purpose unless there is a legal obligation.
- If customers find their data has been misused or compromised, they would require to inform us immediately at customercare@joyalukkasexchange.com
- Joyalukkas Exchange will not disclose the customer's confidential information to any third party unless it is required by any applicable law or regulation within and outside the region.
- Joyalukkas Exchange shall assume the responsibility of protecting customers' data and maintain the confidentiality of the data held with it or with a third party and may disclose the data only to the relevant law enforcing authorities inside and outside the country.

Market & Business Conducts

- Joyalukkas Exchange will be customer-focused, fair, and conduct itself with integrity and in an honest, competent, and transparent manner at all times to customers.
- All Advertising information on the products and services in branches through marketing collaterals, print media, radio, and social media will be accurate, precise, and provided with complete information.
- Joyalukkas Exchange will not promote unfair, incomplete, deceptive, or misleading advertising.
- Joyalukkas Exchange ensures the following regulatory obligations when engaged in the advertising and sales of products & services.
- Joyalukkas Exchange will not apply Undue Pressure or coercion on customers to purchase any Financial Product or Service.

Conflict of Interest

- Information provided by the Customer must be clearly communicated, and the respective documents provided should be authentic.
- Customers must carefully read all documents that the branches provide to them for obtaining any service or product, with the necessity to identify any fees, commissions, or any other obligations laid down on the customer. The customer shall have to keep a copy of these documents.
- Suppose the customer does not understand any of the conditions or the procedures relevant to the product or service the customer desires to obtain, they shall have to submit their queries to the concerned branch staff so that the customer can make decisions based on a clear and complete vision.
- Customer must update their ID details, transaction information, or other documents with the branch when requested by the branch or in the event of a change of these information.
- Joyalukkas Exchange will communicate with the customers through its official channels only. The customer should never share passwords, login credentials, OTP, or any information that can be used to authenticate identity with not to any third party as it might lead to fraud.
- We will not be responsible to you for loss of profits, loss of operations, loss of data, loss of contracts, loss of anticipated savings or benefits, loss of market shares, loss of goodwill, or increased costs or expenses arising from your use of Joyalukkas Exchange services provided through our branches and mobile app.
- The customer agrees not to use Joyalukkas Exchange services for prohibited/illegal purposes and will be held responsible for the same.

- In case of any conflict of interest arises due to technical glitches or reasons beyond control, Joyalukkas Exchange will make reasonable efforts to resolve the concern or update the customer with relevant actions to avoid such scenarios.
- Joyalukkas Exchange takes reasonable steps to ensure that any of its Staff do not offer, give, solicit or accept any gifts or rewards (monetary or otherwise) that are likely to be perceived or are a potential conflict with any duties of the recipient concerning their activities involving with customers.

Governing Law & Jurisdiction

- These Terms and Conditions will be governed and construed in accordance with the local Laws and any arising dispute pursuant to these Terms and Conditions will be determined by the courts in Kuwait.
- All communications between us and you shall be made in the English language. Where any translation of our Terms and Conditions is undertaken into another language the English version of our Terms and Conditions shall prevail over any translation.