

I. Parties to the Agreement

1. First Party

commercial registration number: _____ duly licensed under: _____
subject to the control and supervision of the Central Bank of Saudi Arabia.

2. Second Party

Personal Information (1)

Full Name in Arabic:				
Full Name in English:				
Gender	<input type="checkbox"/> Male		<input type="checkbox"/> Female	
Nationality:				
Date of Birth:	... / ... / H		... / ... / G	
Place of Birth:				
Educational Level:	<input type="checkbox"/> Elementary	<input type="checkbox"/> Intermediate	<input type="checkbox"/> Secondary	<input type="checkbox"/> Bachelor Degree <input type="checkbox"/> Other

Personal Identification Data

Type of ID:	<input type="checkbox"/> National ID	<input type="checkbox"/> Resident ID	<input type="checkbox"/> Passport	<input type="checkbox"/> Family Register	<input type="checkbox"/> Other:				
ID Number									
Place of Issue:									
Date of Expiration:	... / ... / H				... / ... / G				

National Address and Contact Information

National Address (2)	Building Number	Street	District	City	Postal Code	Additional Number			
Mobile Phone Number (3)									
Home Phone Number (4)									
E-mail Address (5)									

Home Country Information (For Non-Saudi)

State	City	Street	Unit Number	P.O. Box	Postal Code
Home Country Contact Number					

(1) As stated in the personal ID.

(2) As stated with the Saudi Post.

(3) If available.

(4) If available.

(5) If available.

Additional Contact Information

Full Name in Arabic:									
Relevant Relation/ Relationship Type:									
Mobile Phone Number									
Home Phone Number									

Employment Information

Employer's Name:									
Job Title:									
Employer's Sector:	<input type="checkbox"/> Governmental	<input type="checkbox"/> Private	<input type="checkbox"/> Semi-governmental	<input type="checkbox"/> Other					
Date of Joining Work / / H			 / / G				

Financial Information

Basic Income	<input type="checkbox"/> Salary	<input type="checkbox"/> Self-Employed	<input type="checkbox"/> Subsidy	<input type="checkbox"/> Bonus	<input type="checkbox"/> Other
Monthly Amount:					
Type of additional income: (8)	<input type="checkbox"/> Rentals Proceeds	<input type="checkbox"/> Equity Investments	<input type="checkbox"/> Other		
Monthly Amount:					
Expected monthly turnover on the account	Deposit			Withdrawal	

Miscellaneous Questions

Are you a politically exposed person (PEP)? (9)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is any of your 1st or 2nd degree relatives(10) a politically exposed person (PEP)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are you the beneficial owner of the account?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are you a person with a disability? If the answer is (yes), please state the type of disability (auditory / visual / movement impairment ...)	<input type="checkbox"/> Yes (If Yes please specify)	<input type="checkbox"/> No
Would you like to receive promotional messages about the products and services provided by the bank?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Account Information

What is the purpose of opening the account?		
Type of the Account	<input type="checkbox"/> Single	<input type="checkbox"/> Joint
Main Currency of the Account:		

(6) If available.

(7) If available.

(8) If available.

(9) A person assigned to higher public offices in the Kingdom or in a foreign country, or higher administrative positions or a position in an international organization, including the following posts or positions:

A. Heads of state or government, senior politicians, government officials, judges, military personnel, chief executives of state-owned companies, and prominent officials of political parties.

B. Presidents and directors of international organizations, their deputies, members of the board of directors, or any similar position.

(10) First degree: father, mother, grandfather, grandmother and above; second degree: children, grandchildren and below.

II. General Terms and Conditions

1. Definitions and Explanatory Notes

A. Definitions:

The following terms and expressions – wherever mentioned in this Agreement – shall have the meanings set forth opposite each of them, unless the context requires otherwise:

First Party:

The Bank / Banking Institution whose details are shown in Clause (I) of this Agreement.

Second Party:

The customer of the Bank / Banking Institution whose details are shown in clause (I) of this Agreement, who has signed personally or by proxy on this Agreement, or the account holders of natural persons (individuals) who have signed personally or by proxy on this Agreement in the case of a joint account.

Current Account:

An accounting record opened by the Bank and established under this Agreement upon the request of the customer, which entails rights and obligations for both parties, including accounting entries made by the Bank in accordance with applicable banking practices, rules, and regulations.

B. Explanatory Notes

In this Agreement, unless the context otherwise stipulates:

1. Reference to years, months and days is a reference to those of the Hijri calendar.
2. Reference to the Agreement is a reference to clause (I), clause (II), clause (III), and the annexes to the Agreement, including the amendments or additions thereto.

2. Recitals

Whereas it is the desire of the Second Party to open a current account with the First Party; and whereas the First Party has accepted the Second Party's request, the two parties, with their full legal capacity, have hereby agreed to enter into this Agreement pursuant to the provisions of relevant laws, regulations and guidelines. This Agreement is governed by the applicable laws, rules and regulations including, but not limited to, the Anti-Money Laundering and Counter-Terrorism Financing Laws and the Implementing Regulations thereto,, and the guidelines issued by the Central Bank of Saudi Arabia, such as the Rules for Bank Accounts. However, in the event of a conflict between the provisions of this Agreement and the provisions of the afore-mentioned regulations and guidelines, the provisions of the latter regulations and guidelines shall prevail.

The above recitals shall constitute an integral part of this Agreement.

3. Rights and Obligations of Both Parties

1. The First Party is obligated to open a current account for the Second Party and shall implement his/her instructions on the account with due diligence within the framework of banking practices, rules, and regulations. However, the First Party shall not be held accountable for any damage arising from the implementation of these instructions unless this damage is a result of his/her gross negligence or his/her willful commitment of misconduct or failure to act with due diligence for purposes of implementing this Agreement with due care, skill, prudence and diligence and under the circumstances that are expected to be performed reasonably by a similar enterprise

2. The First Party shall be entitled to utilize the funds deposited in the current account for its own benefit, subject to its full commitment to enable the Second Party have access to these funds immediately upon his/her request. The Second Party shall not be entitled to claim any profits therefrom. However, the two parties may have an independent agreement to arrange their relationship whereby the Second Party can obtain profits from those funds.
3. The Second Party shall be prohibited from utilizing the account for any unlawful purpose or activity, and he/she should inform the First Party in the event of any objection or suspicion of operations taking place on his/her account. The lapse of thirty days from the date of carrying out any transaction without the Second Party's objection shall be deemed to constitute an approval and confirmation by the Second Party of the validity of such transaction.
4. The First Party may collect a specific fee from the Second Party in exchange for the services it provides to him/her, and it may collect such fee directly without referring to the Second Party provided, however, that such fees are not inconsistent with the guidelines duly issued by the Central Bank of Saudi Arabia, and that they are published by the branches of the First Party and its website within a deadline of thirty (30) days prior to the application of such fees.
5. The Second Party shall bear any current and future expenses or taxes which may be imposed by the government regarding any products and services provided by the First Party to the Second Party.
6. The First Party shall advise the Second Party via text messages on the mobile phone number stated in this Agreement - or any other means that may be mutually agreed - of the following:
 - A. All transactions executed on the current account as soon as they occur.
 - B. Within reasonable grace period prior to the change of the account's status.
7. The Second Party shall forthwith update the data of his/her personal identity and other personal information duly recorded in the Agreement, and in case of any breaches with this requirement and for the purposes of adhering to the applicable regulations, the First Party may freeze the current account.
8. The Second Party hereby agrees that, for purposes of opening and running the current account and complying with the applicable regulations, the First Party shall obtain the Second Party's personal identity data and updated information through the services provided by the National Information Center or any other reliable and independent bodies.
9. In the event of a breach by the Second Party of this Agreement, the First Party shall be entitled to take the measures it deems appropriate within the framework of applicable banking practices, rules, and regulations.
10. The Second Party shall be entitled to close the current account and recover the full credit balance at any time, after submitting a request to the First Party accompanied by the ATM cards, checks and any other items related to the account. The First Party may decline the request to close the account if it is associated with any financial obligations, such as issuing letters of guarantee, opening letter of credits, discount of commercial bills and other similar obligations that require the continuation of the account.
11. The First Party shall be entitled to close the current account in case of failure of the Second Party to deposit any funds in the account for a period of (ninety) days from the date of its opening, or if the Second Party deposits a certain amount and subsequently withdraws it so that the account balance is zero for a period of four (4) years, provided that the First Party shall advise the Second Party via text messages over his/her mobile phone number mentioned in the Agreement - or any other approved means - within a reasonable grace period prior to closing the account.

12. The First Party may send text messages, communicate by phone, or send marketing publications to the Second Party regarding the products and services provided by the First Party unless the Second Party shows unwillingness to receive these marketing messages and publications pursuant to the provisions of Clause (First) of the Agreement.
13. The Second Party shall be entitled to have access to his/her account statement through electronic banking services and may also request to be served an account statement on his/her e-mail or national address as indicated in the Agreement or to any other address he/she specifies.
14. In the event that the First Party becomes aware of the death of the Second Party or losing his/her eligibility or initiating any liquidation or administrative liquidation procedures, the First Party shall stop dealing on the account until the heirs are determined by a legal deed or a guardian/custodian or liquidator (the trustee of the liquidation or the bankruptcy committee) is appointed and authorized to manage the account by a decision of the competent court.
15. All accounts of the Second Party with the First Party shall constitute one consolidated account, and the First Party may at any time, without recourse to the Second Party, conduct a set-off between them and deduct any funds from them to meet any obligations accruing from the Second Party.
16. It is not permissible for a party who has defaulted or neglected to advise the other party of a change in its contact address or contact information within seven (7) days on the grounds of not being aware of the advice or not having access to it.
17. The Second Party shall refrain from making any remittance of funds outside the Kingdom of Saudi Arabia to any non-profit organizations, and the First Party shall be entitled to decline to make such remittances. (11)
18. The First Party does not bear any responsibility towards the Second Party for delay or non-delivery of the bank remittance to the beneficiary due to an error or malfunction occurring in the technical systems outside the control of the First Party, or in the event that the beneficiary's information is incomplete or non-existent, or for any other reason beyond the First Party's control, unless the delay or failure to deliver the remittance is attributed to the First Party's failure to act with due diligence or to its gross negligence.
19. All deposits and withdrawals in foreign currency shall be subject to the exchange rate adopted by the First Party for foreign currency exchange.
20. With regard to joint accounts, the credit balance available in the account shall be the property of the parties as partners according to the percentages specified for each of them in the Agreement, and the partners shall bear the debit balance arising in the account for any reason whatsoever. The First Party shall be entitled to suspend the account in the event of the death or ineligibility of one of the partners or instituting any of the liquidation or administrative liquidation procedures against any of them, or receiving an advice from one of the partners testifying to the emergence of a dispute between them.
21. The invalidity, irregularity, or unenforceability of any of the clauses of the Agreement shall not render the remaining clauses of the Agreement as invalid, provided that both parties undertake to amend the relevant clause in accordance with the applicable regulations and controls.
22. The First Party shall be entitled to amend the Agreement from time to time - without prejudice to the guidelines of the Central Bank of Saudi Arabia - provided that the First Party shall advise the Second Party of such amendments within thirty (30) days of the effective date of their implementation. Such amendments shall be implemented after the lapse of the grace

period referred to in this paragraph with effect from the date of their publication on the First Party's website. Non-withdrawal from the Agreement shall constitute the Second Party's approval and acceptance of these amendments.

23. This Agreement shall remain in effect until the date of closing the account by either party.
24. The First Party shall safeguard the confidentiality of all data and account information provided by the Second Party, with the exception of what is disclosed by the First Party for specific professional and operational purposes - after obtaining the approval of the Second Party - and upon the request of competent government agencies in accordance with the relevant regulations and controls.
- (11) Royal Decree No. (55871) dated 05/09/1436 H states that King Salman Center for Relief and Humanitarian Action is the only entity authorized to receive any relief, charitable or humanitarian donations, whether their source is government or private, and to deliver them to those in need outside the Kingdom of Saudi Arabia.
25. The First Party may keep all documents related to the Second Party's account for a minimum period of ten (10) years from the date of the Agreement's expiration.
26. For the purpose of activation and subscription in the additional services provided in the Instant Payment System; the account information will be automatically and in complete confidentiality shared with the Saudi Payments Company (the national operator of the system) as needed, and the information that will be shared is as follows:
- A. Customer's name.
 - B. Account number.
 - C. Mobile Phone Number.
 - D. ID Number.
 - E. E-mail address.
27. This Agreement shall be governed by the laws and regulations of the Kingdom of Saudi Arabia. Any dispute that arises between the parties shall be settled amicably. However, if the dispute cannot be resolved amicably, either party shall be entitled to refer it to the competent judicial authority.
28. This Agreement has been prepared in the Arabic and English languages, and in the event of a discrepancy between the text of the two versions, the original Arabic text shall prevail.

4. Products and Services Offered Related to the Current Account

The First Party shall provide the Second Party with a number of products and services related to the current account, including those shown hereunder. However, submission of such products and services shall be subject to the attached terms and conditions which shall constitute an integral part of this Agreement.

ATM Card

Phone Banking

Online Banking

Check Book

5. Acknowledgments and Undertakings of the First Party

The First Party shall acknowledge and undertake to the Second Party as follows:

1. Treat the Second Party fairly and equitably and adhere to the principle of disclosure and transparency.
2. Safeguard the confidentiality of information and refrain from using such information except for specific professional and operational purposes – subject to securing the approval of the Second Party – excluding information that the First Party discloses to competent government agencies in accordance with the applicable regulations and controls.
3. Take all the necessary technical and regulatory measures to protect the information technology systems and customer data in its business and the business of its branches and subsidiaries, with prudence and extend reasonable efforts in establishing, maintaining, implementing and following the controls, policies and procedures of information technology, information security, cybersecurity and data protection, including supervision and control of access to technical systems, encryption, virtual and actual protection, and having on hand the necessary plans for business continuity, recovery plans, and security plans designed to protect against any penetration, destruction, loss, interference, modification or exploitation.

6. Acknowledgments and Undertakings of the Second Party

In the Second Party's full legal capacity, the Second Party shall pledge and undertake as follows:

1. That the Second Party is not prohibited by law from dealing with, and that all the data he/she provided to the Bank are valid, reliable and up to date.
2. That the Second Party will be held accountable in front of the competent authorities for the funds – deposited in his/her account with or without his/her knowledge, whether he/she disposed or did not dispose of it personally in the event that he/she was not officially informed of such funds upon his/her knowledge of its existence in his/her account.
3. That the funds deposited in the account are generated from legitimate activities and he/she will be held accountable for its validity, and that if the First Party receives any illegal or counterfeit funds from him/her, he/she will not be entitled to recover or get compensated for such funds.
4. That the First Party shall be entitled to freeze the account or any of the funds recorded in it and to advise competent authorities in the event of suspicion that such funds were generated from financial fraud or illegal transactions pursuant to applicable laws, regulations and guidelines.
5. That the Second Party is the ultimate beneficiary of the account.
6. That the Second Party is fully aware that it is forbidden to transfer funds to persons or entities unknown to him/her according to the applicable laws and regulations; and that all transfers that he/she undertakes will be made to persons and entities known to him/her and made for personal, familiar and legitimate purposes.

7. That the Second Party has read and understood the terms and conditions set forth in this Agreement and that he/she will also acquaint himself with the terms and conditions for products and services related to the current account duly published on the First Party's website.

8. Tax Returns:

II: Copy of the ID Card and Signature Specimens

Copy of ID Card

ID Card #										
<p>I, the Second Party (full name):, hereby agree to have my ID card photocopied for official use by the First Party, and I also testify to the validity of the information and data that I have provided, and I bear any responsibility that may result from non-disclosure of any data that need to be disclosed in the Agreement or rendered invalid. I also testify to have read, understood and accepted the terms and conditions contained in this Agreement consisting of " 21 pages ", and I agree to abide by those terms and conditions. In testimony whereof I have placed my signature hereunder.</p>										

Signature of the Second Party	
Please sign above	Please sign above (for signature matching purposes)

To be filled by representative of the First Party	
Name of Representative	
<input type="checkbox"/> True copy of the ID <input type="checkbox"/> Signature Identical	Signature
	Date

Annexes (12)

1. Information of Guardian / Trustee / Representative / Custodian - as applicable

Relationship with the Second Party

<input type="checkbox"/> Father	<input type="checkbox"/> Mother	<input type="checkbox"/> Representative	<input type="checkbox"/> Other:
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Personal Information (1)

Full Name in Arabic:					
Full Name in English:					
Gender	<input type="checkbox"/> Male		<input type="checkbox"/> Female		
Nationality:					
Date of Birth:	... / ... / H		... / ... / G		
Place of Birth:					
Educational Level:	<input type="checkbox"/> Elementary	<input type="checkbox"/> Intermediate	<input type="checkbox"/> Secondary	<input type="checkbox"/> University	<input type="checkbox"/> Other

Personal Identification Data

Type of ID:	<input type="checkbox"/> National ID			<input type="checkbox"/> Resident ID		
ID Number						
Place of Issue:						
Date of Expiration:	... / ... / H			... / ... / G		

National Address and Contact Information

National Address (14)	Building Number	Street	District	City	Postal Code	Additional Number
Home Phone Number (15)						
Mobile Phone Number (16)						
E-mail Address (17)						

Employment Information

Employer:				
Job Title:				
Sector:	<input type="checkbox"/> Governmental	<input type="checkbox"/> Private	<input type="checkbox"/> Semi-governmental	<input type="checkbox"/> Other

Miscellaneous Questions

12) This is applicable when the Agreement is concluded on behalf of the Second Party by the representative or guardian / trustee / custodian and the like, according to official documents that authorize him/her to do so.

(13) As stated in ID card.

(14) As registered with the Saudi Post.

(15) If available.

(16) If available.

(17) If available.

(18) If available.

2. Copy of ID

1- Standard Definitions:

Card: The Bank will issue the Card on the customer's written request. The Bank retains title to the Card, and the Customer (Cardholder) hereby undertakes to return the Card to the Bank immediately on its Demand. The Cardholder also undertakes to acknowledge receipt of the Card immediately on arrival, and Further undertakes to prevent use of the Card by any other individual.

Customer: natural person who has an Telemoney Express Card or Telemoney membership and would to send Money to the country of the beneficiary / transferee whose residential area is located outside the Kingdom of Saudi Arabia.

Beneficiary: The natural person whose residential area is located outside the Kingdom of Saudi Arabia and who receives the money that sent from the transferor.

The bank: The including any branch and/or all the mentioned branches of the Bank across the Kingdom of Saudi Arabia.

Correspondent Bank: It is a foreign bank that provides a money transfer service to beneficiaries whose residential area is located outside the Kingdom of Saudi Arabia accordance to the transfer agreement concluded with TeleMoney).

2- Acceptance of the Terms & Conditions:

Once your application is accepted and you become an Cardholder, receiving the Card constitutes the Cardholders' agreement to these Terms and Conditions along with additional and complete Terms and Conditions sent subsequently with the Card.

3- The Cardholder has the right to cancel the card agreement within 10 days from the date of receiving the Card, unless the card has been activated. The Bank will not charge any fees or commission for this Cancellation.

4- Card Utilization Limitations:

The Cardholder understands that the Card can only be used:

- A. To make withdrawals through local ATMs
- B. To make SARIE Transfers
- C. To effect international transfers based on the remittance outside of the Kingdom and transfer from The Cardholder account to the predefined beneficiary account.
- D. To make utility bills payments services including SADAD payments
- E. Point of Sales purchase (POS)
- F. Balance Inquiry
- G. Availability of mini statement for the last 5 transactions

5- In case the Bank discovers (by way of electronic update) a difference in the Cardholder personal details from those provided during the time of account opening, the Bank will freeze the account, and inform the cardholder that he/she needs to complete a new KYC form.

6- Cardholder's PIN:

- A. The Cardholder undertakes to maintain his/her PIN in confidence at all times and shall not disclose the PIN, write or record it on any media which is likely to expose it to unauthorized use.
- B. The Cardholder should not choose an easy or personal date-related password for his card and it is preferable to change it periodically.

7- Card Replacement:

- A. The Bank, at its absolute discretion, may re-issue, replace or renew the Card provided it notifies the cardholder.
- B. The Bank reserves the right to approve or decline issue of a replacement Card in lieu of a lost or stolen Card. If approval to issue a Card in lieu of a lost or stolen one is granted, the Bank reserves the right to charge the replacement fee in case of issuing a replacement. If the Bank declines issuance of replacement Card, the Cardholder has the right to get a refund on the remaining balance of the annual fee.

- C. The Bank has the right to charge a card replacement fee per occurrence excluding the first occurrence for the re-issuance of lost, stolen or damaged card. The Bank shall have the absolute right to amend such replacement fee within 30 working days from date of notification.
- D. The Cardholder has the right to accept or reject the replacement card. The Cardholder shall be deemed to have given his/her consent if he/she do not express an objection within 14 days from the issuance, or activates the replacement Card.

8- Amendments in Terms & Conditions:

- A. The Bank reserves the right to alter or modify any of the Terms and Conditions. The Bank will report modifications to the Cardholder in the manner it deems appropriate but without prejudice to rights acquired pursuant to these Terms and Conditions, at which time the amendments shall become binding on the Cardholder within 30 calendar days from date of notification unless the Cardholder cancels the Card prior to the amendment's validity date.
- B. In the event of any amendment / change or modification to this agreement from the Bank, the cardholder, if not in agreement with the amendment / change or modification, is entitled to terminate the agreement within 14 days of receipt of the notice of such change after paying the outstanding amount (if any).

9- Cross Sell Rights:

Bank at its sole discretion from time to time may offer to the Cardholders various optional features and banking products which are based on the Bank's policy at that point in time and the Cardholder agrees to be the recipient of these offers unless stated and submitted to the Bank in writing otherwise

10- Monthly Statement:

Acknowledging that no monthly account statements will be issued for TeleMoney Express Card. Instead, the Account holder can get an ATM generated brief statement of account.

- 11- Acknowledging that each TeleMoney Express Cardholder will be eligible to have only one TeleMoney Express Card.
- 12- Acknowledging that TeleMoney Express Cardholders accounts are allowed to accept cash deposits or any credit entries.
- 13- TeleMoney Express Card shall be used on the ATMs of the bank and any other local bank according to its prevailing "Tariff of Charges", or as announced by the Bank from time to time, for the usage of the card.
- 14- The TeleMoney Express Cardholder will submit an application to close the TeleMoney Express Card account through TeleMoney Centers and/or selected branches, and in case any available funds in the TeleMoney Express Card account the customers can withdraw the remaining balance in form of cash or he will be allowed to make remittances of that amount.

15- Bank's obligations:

the Bank shall:

- A. Open an Account based on the TeleMoney Express Cardholder request.
- B. If any TeleMoney Express Card is lost or stolen; the Bank will be under no obligation to issue a replacement TeleMoney Express Card. The will replace/re-issue the TeleMoney Express Card upon receiving a request to be submitted by the account holder at TeleMoney Center or designated Branches. The charges per new TeleMoney Express Card issuance or replacement thereof will be payable from TeleMoney Express Cardholder account.
- C. The Bank will ensure the Card & its associated PIN is delivered to the rightful owner (Cardholder) and all validation checks are performed and the documents are in good order (e.g. signing for having received the Card or requesting the, KYC documents are valid/complete etc.)
- D. The Bank, upon knowing of the death of any Account holder or of the loss of capacity or bankruptcy by court order, will stop the operation of the account, and all monies, securities and property now or thereafter standing to the credit of the account with the Bank, or held by the Bank on behalf of the Account holder, will only be released upon appointment of the heirs of the deceased by the relevant authorities and the production of the necessary documentation authorizing such release.
- E. The Bank shall receive the request for cancellation of TeleMoney Express Card account and if any funds available in the TeleMoney Express Card, the Bank shall refund the balance to the cardholder by cash / remittance transfers whichever deems appropriate by the Bank.

- F. If the TeleMoney Express Cardholder fails to provide updated information then the Bank has the right to block the relevant TeleMoney Express Card.
- G. Developing appropriate mechanisms in accordance with relevant applicable regulations, instructions and policies to protect the customer's financial, credit and/or personal information and data and maintain its privacy, provided that it includes all the rights mentioned in the personal data protection regulation.
- H. provide a secure and confidential environment in all its channels to ensure the confidentiality of consumer information when executing transactions, establish appropriate work procedures and effective control systems for protecting consumer information, and detect and address any current or expected infringements.
- I. Maintain the confidentiality of consumer information in accordance with the relevant laws and instructions

16- TeleMoney Transfers:

Funds will be transferred through _____, subject to the following terms and conditions:

- A. The remitters shall provide the funds to be remitted in the form and the currency which are acceptable to the Bank.
- B. The Bank shall be free to make use of any correspondent bank.
- C. Funds will be paid to the beneficiary in the local currency of correspondent bank or any other currency determined by the bank at its sole discretion.
- D. Applicable exchange rates will be authorized by the bank during the normal banking hours on the day the remittance application is to be processed.
- E. The bank reserves the right to recover the remittance amount without recourse to the remitter if a period of (15) days shall be as of the date the remittance is made if the beneficiary fails to collect the remittance during such period. Associated commissions including differences in the exchange rate, if any, shall be for the remitter's account and may be automatically deducted from the remittance.
- F. Neither the Bank nor its correspondents or agents shall have any liability as against the beneficiary or remitter for any delay and/or failure to deliver the remittance as a result of the applicability of one or more of the following:
 - Any error or omission in the application form, supply of incomplete and/or unclear instructions to the bank by the remitter.
 - Any error, malfunction or defect in the write, cable, mail, or electronic transaction services / system.
 - Failure to locate the beneficiary.
 - Any other event or cause beyond the control of the bank, its correspondents or agents.
 Any costs of the expenses incurred or shouldered by the Bank as a result of such event(s) shall be at the remitter's account or may be deducted from the remitters at the bank's sole discretion.
- G. Any charges, taxes or duties levied by the government or government agency and any additional costs or expenses born by the bank, its correspondents and agents incurred in respect of remitted funds shall be at the account of the remitter and may be deducted from the remittance.
- H. If the remittance is forward to a third bank by the correspondent in the case the correspondent does not operate a branch in the beneficiary's place or domicile or on the remitter's own instructions, the correspondent bank reserves the right to charge a fee on the remittance including any telephone, fax, telex or postage charges.
- I. If the Transaction has not been received in the account of the beneficiary paid to the beneficiary (for cash payment services), and in consideration of refunding the transmitted amount / re-issuing the transmitted amount, The Cardholder will Indemnify _____ (TeleMoney) its correspondents / Other intermediaries involved in the transaction process, for any loss or liability arising out of any double payments / double credit to the account and to make good the amount immediately upon noticing the same either by Cardholder / or its beneficiary or upon receiving intimation by you.

17- Remittance transfer:

Unless otherwise explicitly and specifically agreed upon in writing, transfer transaction shall be subject to the following terms and conditions:

- A. In case of transfer, the foreign currency selling rate prevailing at the time of processing shall apply.
- B. In case where the beneficiary requests to receive value in a currency other than that of the transfer, the drawee correspondent's purchasing rate for the relevant currency shall apply. All other charges and expenses shall be borne by the beneficiary.
- C. _____ shall not be responsible for any defacement, error, or delay in the dispatch of the telegraph, telex or letter by the telegram /postal authorities, any authority or company responsible therefore or for any other reason beyond _____ control.

- D. In the events of the Bank's delay or failure to implement the account holder's instructions related to transfer of funds outside the country as result of being compelled to verify compliance of such instructions with the applicable rules and regulations of Anti-Money Laundering and Combating Terrorist Financing, the Bank and its correspondents shall be under no direct or indirect liability of losses or claims for compensation which may arise as result of such delay or failure to implement or confiscation by foreign authorities.
- E. In case where the Card holder applies for the return of the transfer, the value thereof shall not be refunded unless a confirmation has been received from the branch or the correspondent bank that the beneficiary has not received the value of the transfer nor has been advised that the underlying fund has been received by the corresponded bank.
- F. If refund of the value of the transfer is made in foreign currency, the calculation of its value shall be based on the purchasing rate of the prevailing currency, less any expenses incurred by the due to such cancellation request or loss.
- G. With regard to the issuance of transfer, the account holder bears all fees and expenses determined by . In addition to all other fees resulting from inaccurate information obtained from the TM Card account holder. The is entitled to debit the TM Card account holder's account with such fees without prior notice.
- H. Transfer commissions shall not be refunded to the account holder irrespective of whether the value has been paid or not.
- As far as any point is not covered by the above terms and conditions, it shall be settled by the usual rules and practice, which are governed by and construed in accordance with the laws of the Kingdom of Saudi Arabia.

18- Fees, Charges and Financial Dues:

Annual Fee	Fee
Issuance of ATM card for an account	Free
Renewal of ATM Card	Free
Re-issuance of ATM card (lost/damaged / 3 invalid passwords)	30 SAR
Overseas Payment (Remittance)	Starting From 10 SAR + VAT
Cash Withdrawal or inquiries from ATMs	Free
Cash Withdrawal from Non ATMs	2 SAR fee for each withdrawal after the fourth transaction per month (4 free transactions per month)
inquiry from Non	0.80 SAR for each inquiry after the fourth inquiry per month (4 free inquiries per month)

- 19- The Bank is entitled to impose fees/charges as it deems appropriate for the Bank's Services after advising the Cardholder and not receiving any written objection within 30 working days of notification. The Bank is hereby authorized to, directly and without recourse to the Cardholder, debit any of Cardholder's accounts with the Bank for such fees/charges.

20- Card Maintenance:

- A. The Cardholder undertakes to maintain the Card properly and keep it in a secure place to avoid loss or unauthorized usage. In case the Card is lost, stolen or used illegally etc., the Cardholder shall notify the Bank immediately without delay by calling 800 124 4040 (Local) or 00966112994040 (International) or facsimile (Fax No.: 00966114601733). The Cardholder agrees not to disclose his/her PIN to any other party.
- B. The Bank shall not be liable for any transactions or entries passed over to the account and other expenses incurred in connection with Card usage during the period from the date the Card is lost, stolen, used illegally etc., to the date of proper written notification of occurrence to the Bank.
- C. The customer accepts and authorizes the bank to charge his account for all lost/stolen card reissuance fees according to the prevailing Bank Tariff of Charges, except if the card was detained by any ATM.
- D. The customer authorizes the Bank to renew his/her card or issue a new one in lieu of the reported lost/stolen card until receipt by the Bank of a notice in writing to the contrary from the customer.

E. The card must not be used for any unlawful purposes, which includes the purchase of goods or services that contravene with Sharia principles and/or are prohibited by the laws and regulations of the Kingdom of Saudi Arabia.

21- All products and services provided by TeleMoney Express Card are not guaranteed by the bank.

22- The Bank's prevailing exchange rate on the transaction posting date (charge date) will be used for currency conversion between the transaction currency and the card account currency and is subject to fees.

23- Hereby, the Cardholder agrees to:

A. provide with any information that it requires for establishing and/or auditing and/or managing his/her accounts

B. Authorized the bank to obtain and collect any information as it deems necessary from :

- The Saudi Credit Bureau (SIMAH)

- ELM (Yakeen)

- Saudi post (SPL).

- or any other agency approved by Saudi Central Bank (SAMA).

C. And facilities therewith and he/she authorizes it to obtain and collect any information as it deems necessary or in need for regarding the cardholder or his/her accounts and facilities therewith, from The Saudi Credit Bureau (SIMAH) or any other agency approved by Saudi Central Bank (SAMA).

D. For the purpose of remittance, shared with the Correspondence bank and third part and service provider (outsourcing) my information and remittance data as needed. The minimum information that be shared as follows:

- Name and address of the Beneficiary

- Name of the Beneficiary's Bank, Branch and account number

- Remitters' name and particulars (ID number of the remitter according to the regulations of the Kingdom of Saudi Arabia.)

- Amount of remittance.

- Purpose of the remittance.

- Relationship between the Remitter and Beneficiary.

E. I acknowledge that there are no systemic prohibitions preventing me from dealing with me and that all the data I have provide are correct and documented and that I understand the terms, conditions, account texts and House Holder card.

24- In the event of receiving instructions from customer to add beneficiary data through TeleMoney centres or TM channels, the customer will be notified by sending a text message containing the name of the beneficiary that has been add to his phone number that registered and linked with his ID. The beneficiary data will be processed and shared with the correspondent bank / third party or service provider (outsourcing) as needed and for the purpose of remittance.

25- The undersigned, hereby consent and accept that shall have the right to freeze operation of the Agreement on expiry of my identification card, and/or failure to update my personal, financial and contact related details. I further accept sole and full liability for any funds remitted by me.

26- The undersigned, hereby declare that I am not legally prohibited from dealing with the bank, and that the information, data I have given are true and reliable and that I have read understood the terms and conditions of the Remittance Agreement.

27- Complaint Resolution:

In case of any complaint with regards to TeleMoney Express Card, the cardholder may approach the Bank on the toll free number or fax it to the Customers complaints resolution center on 00966112994088 or mail it directly to the Cards Centre (), Riyadh 11564, KSA

28-Change of Address:

The Cardholder undertakes to report any change of address, national address or communication details, e.g. Mobile, through any reliable communication channel to the bank. Correspondence sent to the Cardholder at his/her last known address as shown in the Bank's records shall be considered duly made and delivered.

29- The TeleMoney Express Cardholder is responsible to provide the bank with renewed Iqama copy upon expiry of the existing Iqama in record of the Bank. In case this obligation is not fulfilled the Bank will take

action in accordance with the current regulatory directives.

30- I agree to provide the Bank with any information that it requires for establishing and/or auditing and/or administering my account with it and I authorize them to obtain and collect any information, as it deems necessary, from the Saudi Credit Bureau (SIMAH) and to disclose and share (inclusive of Date Pooling) that information to the said company (SIMAH) or to any other agency approved by the Saudi Central Bank.

31-Declarations :

- The transfer is not on behalf of others and I am the principal beneficiary of the account.
- I am aware that the laws and regulations of the Kingdom of Saudi Arabia prohibit transfer of funds if the remitter does not know the beneficiary, in the absence of a legal relationship between the remitter and beneficiary, and/or without a legitimate purpose. I am aware that the laws and regulations of the Kingdom of Saudi Arabia prohibit transfer of funds if the remitter does not know the beneficiary, in the absence of a legal relationship between the remitter and beneficiary, and/or without a legitimate purpose.
- The entitled beneficiary of the transfer is a natural person as the "Tele Money policy" prohibits the transfer to the legal entity (non-profit company, institution or organization.)

32. This Agreement is governed by the applicable Saudi Laws and must not violate Islamic Sharia rules. Any disputes between the parties shall be submitted to the Banking Disputes Settlement Committee.

33. If any provision or term of this Agreement is or becomes illegal, invalid or unenforceable in any respect according to the laws and regulations of the Kingdom of Saudi Arabia, such illegality, invalidity or unenforceability shall not affect the legality, validity, or enforceability of other provisions or terms of this Agreement.

34. The Cardholder warrants that he/she will not use or facilitate use of his/her Card(s), whether directly or indirectly, for any purposes connected with money laundering and terrorism financing.

35. The _____ obliged to inform the customer, before Initiating any transaction, about the exchange rates, the currency and the total amount of the remittance, and the customer has the right to refuse or accept the transaction and the currency to be purchased during the transfer process to a bank account. The _____ releases its responsibility when the customer signs the Voucher after its execution, and this is considered as acceptance of the currency and the executing transaction.

36. This agreement shall be governed by and interpreted in accordance with the laws and regulations prevailing in the Kingdom of Saudi Arabia. Any dispute between the parties in connection herewith shall be fully and finally settled by the Saudi Central Bank for Banking Disputes.

37. In Case of discrepancy between the Arabic text and the English text of these Terms and Conditions, the Arabic text shall prevail.

38. TeleMoney Cardholder Acknowledgement:

- I have read and understood these terms and conditions, their contents and the obligations and responsibilities arising under them, and agrees to the terms and conditions in all channels that provide TeleMoney service
- I am aware that the Laws and regulations of the Kingdom of Saudi Arabia prohibit transfer of funds if the remitter does not know the beneficiary, in the absence of a legal relationship between the remitter and beneficiary, and/or without a legitimate purpose.
- The undersigned, undertake that I will not use the TeleMoney Services in any transactions related to Money laundering and/or terrorist financing.
- TeleMoney Express Card

Cardholder / Membership _____

Cardholder Signature _____

Date _____