

## TeleMoney Express Card Account and membership Terms & Conditions

### 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 Arab national bank "anb", including any TeleMoney centers 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 anb TeleMoney).

2. Acceptance of the Terms & Conditions: Once your application is accepted and you become an anb 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 from TeleMoney .
  - D. To make utility bills payments services including SADAD payments
  - E. Point of Sales purchase (POS) and electronic commerce transactions
  - F. Add the card to e-wallets
  - G. Balance Inquiry

H. Availability of mini statement for the last 5 transactions

I. The Bank has the right to freeze the account if the account is used for a purpose other than those described above.

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 through the available channels 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 digital or physical TeleMoney Express Card.
- 12. Acknowledging that TeleMoney Express Cardholders accounts are allowed to accept cash deposits.
- 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 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; customer can stop the card from all valid channel and 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. 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 including but not limited to (signing for having received the Card or requesting the, KYC documents are valid/complete)

- D. The Bank, upon knowing of the death of any Account holder or of the loss of capacity or Insolvency 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 anb, 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 anb (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. anb 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 anb 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 it's 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 anb 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 anb. In addition to all other fees resulting from inaccurate information obtained from the TM Card account holder. The anb 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.
- a) As far as any point is not covered by the above terms and conditions, it shall be settled by the anb 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	Free
Issuance of Telemoney Express card for an account	Free
Renewal of Telemoney Express Card	Free
Re-issuance of Telemoney Express card (lost/damaged / 3 invalid passwords)	30 SAR
Overseas Payment (Remittance)	7 SAR
Cash Withdrawal or inquiries from anb ATMs	Free
Cash Withdrawal from Non anb ATMs	2 SAR fee for each withdrawal after the fourth transaction per month (4 free transactions per month)
inquiry from Non anb	0.80 SAR for each inquiry after the fourth inquiry per month (4 free inquiries per month)
Balance Inquiry via ATM within GCC countries	SAR 3*
ATM Cash withdrawal within GCC countries	SR 10*
Balance inquiry Via ATM (International network)	SAR 3.5*
ATM cash withdrawal International network	SAR 25*
Statement by email	Free
physical Statement if requested	<ul style="list-style-type: none"> <li>Account statement less than one year - SAR 25</li> <li>Account statement from one to five years - SAR 30</li> <li>Account statement over five years - 50</li> </ul>
POS service	Free
Fee payment mechanism	Card deduction

**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 00966112127555 (International) or email [customercare@anb.com.sa](mailto:customercare@anb.com.sa) or [TeleMoney\\_KSA@anb.com.sa](mailto:TeleMoney_KSA@anb.com.sa) 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 anb 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 :

- 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 any agency approved by Saudi Central Bank (SAMA).
- D. For the purpose of remittance, shared disclosure and processing with the Correspondence bank and third part and service provider (outsourcing) my information and remittance data outside the Kingdom as needed, In the event that need to share, process or transfer your information to parties other than those you have agreed to above, the Bank will notify you of such parties and obtain your consent to them, 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.
- F. 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 centers 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 anb 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 mail it to the Customers complaints resolution center on [TeleMoney\\_KSA@anb.com.sa](mailto:TeleMoney_KSA@anb.com.sa) or [customercare@anb.com.sa](mailto:customercare@anb.com.sa) or mail it directly to the anb Cards Centre P.O. Box 56921, 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 anb "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 anb 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 anb releases its responsibility when the customer signs the Voucher after its execution, and this is considered as acceptance of the currency and the executing transection.
- 36.** Bank will protect Your personal data and maintain its confidentiality including where it is held by an agent or third party on behalf of Us and ensure that We have in place and maintain adequate policies, procedures and controls. We will not disclose Your Personal Data unless: (i) required to do so by applicable laws and regulations, by Saudi Central Bank or other competent authority in the Kingdom of Saudi Arabia; or (ii) the disclosure is made with Your consent. We also commit that the currency of transfer or disclosure to a party outside the Kingdom (if it takes place) will not prejudice - as a minimum - any of the following:
- A. The ability of the subject of personal data to exercise his rights guaranteed in the system
  - B. Ability of the personal data subject to withdraw their consent to the processing process
  - C. The ability of the personal data subject to file a complaint about any subject related to his personal data
  - D. Ability of the controller/bank to comply with the requirements of reporting data leakage incidents
  - E. Ability of the controller/bank to comply with the provisions, controls and procedures for disclosure of personal data Going

F. The ability of the controller/bank to comply with the provisions and controls of the destruction of personal data

G. The ability of the controller/bank to take the necessary organizational, administrative and technical measures to ensure the security of personal data

**37.** 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 Committees for Banking Disputes and Violations in Saudi Arabia.

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

**39.** 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.

Cardholder / Membership .....

Cardholder Signature .....

Date ..... / ..... / .....