

Terms and Conditions for additional account Opening service via Application or Website

Apply for an additional account with Al-Rajhi Bank now.

With simple steps, you can get an additional account without the need to visit any branch, you just need to complete the following form and agree to the terms and conditions for the service.

Terms and Conditions:

- 1. The national ID must be valid and the age of the applicant is more than 18 years old.
- 2. The account opening process must be completed to the end (there is no possibility to save or follow up).
- 3. The current account will become active with full authorities and services after completing the account opening process. The customer also agrees to add signature on his primary account with the bank, to be the approved signature for the new additional account.
- 4. The client acknowledges and confirms that he or one of his first-degree relatives does not occupy or previously held any political position in the state (what is meant by the political position: the fourteenth rank and above for civilians, or the rank of major general and above for the military) (what is meant by first-degree relatives are the parents. Husband and wife, sons and daughters).
- 5. The client acknowledges that he is fully qualified and has legal and legal capacity, and that he is qualified for the legal actions necessary to open and manage a personal account with the bank on his own, and that he is not one of the owners of special cases that require the presence of an identifier of banking procedures such as (blind or illiterate).
- 6. The customer acknowledges and agrees that Al Rajhi Bank may verify the customer's identity by sending a secret number that Al Rajhi Bank sends once through the automated system to the customer's mobile phone number registered with Al Rajhi Bank through a text message, then the customer enters that password. The temporary in the system of Al-Rajhi Bank via electronic channels to complete the verification process of his identity and document his agreement to these terms and conditions
- .7. The customer acknowledges that having entered the temporary password referred to in the above paragraph in the automated system of Al-Rajhi Bank is sufficient to verify the identity of the customer and an acknowledgment by the customer that he has read these terms and conditions and agrees to be bound by them. Entering the password referred to in the above paragraph is the signature of the client on this document and any attachments to it.
- 8. The customer acknowledges and agrees that Al-Rajhi Bank stores an electronic copy of these terms and conditions that does not contain a ink signature from the client for the purpose of Al-Rajhi Bank's protest against it in front of any judicial body and any other competent authority, and the customer can view it through the bank's electronic channels (or any Another electronic platform appointed by the bank for this purpose) at any time, or request a hard copy of it through any of the branches of Al-Rajhi Bank.
- 9. In the event that the customer does not see the paper copy of these terms and conditions, the customer acknowledges that he has read these terms and conditions, read them, and understood their terms and conditions in their electronic version through the electronic channels of Al-Rajhi Bank, and agreed to them and to abide by their implementation in this form without a rabbi's signature.
- 10. The bank reserves the right at all times to bind the applicant with any additional conditions or requirements from time to time to implement the requested service.

[] I agree to the terms and conditions of the service of opening an additional current account through Al-Mubasher for individuals, Al-Rajhi application, and the terms and conditions agreement for opening a bank account (the current account).



Current Bank Account Opening Agreement for Individuals

First: Parties to the Agreement

1. First Party: (Al Rajhi Bank), Commercial Register No.: (1010000096) licensed under no.: (1420), subject to the supervision and control of the Saudi Central Bank (hereinafter referred to as the "Bank").

2. Second Party

Full Name in A	Arahic:																
Full Name in E																	
Gender:						□ Ma	le			☐ Female							
Nationality:														2 i Omaio			
Date of Birth:					/ AH/ AD												
Place of Birth:																	
Educational Level:				□ In	□ Intermediate □			1 Sec	l Secondary □ l			University ☐ Other			Other		
Ladadional Lovol.			Elen	nentary			Todiato	_	□ Secondary		_ Criiversity		,				
ID Type						☐ Residence Permit (IQAMA)		□P	□ Passport		☐ Family Record		☐ Other:				
ID No.:																	
Place of Issue:																	
Expiry Date:			/ AH					/ AD									
National Address:	Build No	ding umber	St	reet	Di	strict		Cit	ty		Postal Code Addition		itional Number				
Mobile No.:																	
Home Tel. No	.:																
E-mail:																	
Country	,	City	'	Str	reet		Unit No.			P.O. Box				Postal Code			
Contact Nun Home Cou																	
Additional Cor	ntact Inform	mation															
Full Name in A	Arabic:																
Kinship/Type	of Relatior) :															
Mobile No.:																	
Home Tel. No	.:																
Employer's Na	ame:																
Job Title:																	
Employer's Se	ector:] Public		☐ Private			☐ Semi-p		II-public		☐ Other:			
Date of Employment:			/ AH				/ AD										



Main Source of Income:	□ Salary	□ Freela	ance		Subsidy		□ Gratuity	☐ Other:		
Monthly Amount:	>									
Additional Income:	t	☐ Investment in shares ☐ Other:								
Monthly Amount:										
Expected monthly movement on the account:	[Deposit					Withdraw	draw		
account.										
Are you a politically exposed person ¹ ?			☐ Yes			□ No				
Do you have a first or second-degree rela exposed?	ative who is ² polit	ically	□ Yes			□ No				
Are you the principal beneficiary of the ac	count?		☐ Yes			□ No				
Do you have a disability? If (yes), pleadisability (auditory/visual/movement impa	oe of	□ Yes			□ No					
Would you like to receive advertising products and services provided by the ba	t the	□ Yes			□ No					
What is the purpose of opening the accou	unt?									
Type of Account:			☐ Sole				☐ Joint			
Account Base Currency:										

Second: General Terms and Conditions

1. Definitions and Interpretation

A. Definitions:

The following words and expressions, wherever stated herein, shall have the meanings ascribed thereto, unless the context requires otherwise:

First Party: Al Rajhi Bank as prescribed in Clause (First) herein.

Second Party: The bank's client whose details are provided in (First) Clause herein, who has principally, or through a POA, signed this Agreement, or account holders who are natural persons (individuals) who have principally, or through a POA, signed this Agreement, in case of joint account.

Current Account: An accounting record maintained by the bank and generated hereunder at the request of the client. The Agreement sets out the rights and obligations of each of the parties including accounting entries posted by the bank in accordance with the applicable laws, regulations, acceptable rules and practices.

B. Interpretation:

In this Agreement, unless the context requires otherwise:

- 1. References to years, months and days shall constitute reference to the Hijri calendar.
- Reference to the Agreement shall constitute reference to Clauses (First), (Second), (Third) and annexes thereto, including any amendments or additions thereto.

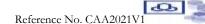
2. Preamble

Whereas the Second Party desires to open a current account with the First Party. Whereas the First Party accepted the Second Party's request. Therefore, both Parties, with their full legal and lawful capacity, agreed to enter into this Agreement. This Agreement shall be subject to the provisions of relevant laws, regulations and instructions such as Anti-Money Laundering Law, Combating Terrorism Crimes and their Financing Law and Implementing Regulations thereof, together with Saudi Central Bank instructions such as Bank Account Rules. In case of a conflict between the provisions hereof and the provisions of regulations and instructions, such provisions of regulations and instructions shall prevail.

The Preamble above shall be deemed as an integral part hereof.

3. Rights and Obligations of the Parties

- 1. The First Party undertakes to open a current account for the Second Party and exercise due diligence to implement instructions thereof on the account within the limits permitted by the applicable banking regulations, rules and practices. The First Party may not be liable for any damage arising from the implementation of such instructions unless this damage is a result of its gross negligence, intentional misconduct, or failure to exercise due diligence, which means, for the purposes of this Agreement, attention, skill, prudence and diligence, as the case may be, that are expected to be reasonably pursued by any similar enterprise.
- 2. The First Party shall have the right to benefit from amounts deposited in the current account for its own interest, and shall fully enable the Second Party to obtain such amounts upon request, while the Second Party may not claim any profits related thereto. However, both Parties may conclude a separate agreement to arrange the relationship where the Second Party may obtain profits from such amounts.
- 3. The Second Party should not use the account for any unlawful purposes or activities. Further, the Second Party shall inform the First Party of any objection or suspicious activity on its account. After the lapse of (thirty) days from the date of any transaction without any objection from the Second Party, such operation shall be considered approved and confirmed thereby in terms of its integrity.



¹ A person assigned to senior public duties in KSA or foreign country, or senior administrative positions or job in an international organization, including the following jobs or positions:

A. Heads of States or of governments, senior politicians, senior government, judicial or military officials, senior executives of state-owned corporations, and prominent political party officials.

B. Heads and directors of international organizations, their deputies, BOD members, or any similar position.



- 4. The First Party shall be entitled to collect a specified fee from the Second Party in return for the rendered services, and may directly collect such fees without referring to the Second Party. However, such fees shall not be inconsistent with decisions issued by Saudi Central Bank and shall be published in the First Party's branches and website 30 days before collecting such fees.
- The Second Party shall bear any expenses or taxes that are or may be imposed by the State against any services or products provided by the First Party to the Second Party.
- 6. The First Party shall inform the Second Party of the following via text messages sent to the mobile phone number indicated herein, or via any other means as agreed:
 - A. All operations carried out on the current account upon execution thereof.
 - B. Before changing the account status well in advance.
- 7. The Second Party shall update the personal ID and its information indicated herein if updated or changed. In case of a breach of this provision and for the purposes of compliance with the applicable regulations, the First Party may freeze the current account.
- 8. For the purposes of opening and operating the current account, and pursuant to the applicable regulations, the Second Party agrees that the First Party may obtain personal ID data and its updated information through services provided by the National Information Center or any other reliable and independent bodies.
- 9. In case of any breach by the Second Party of this Agreement, the First Party may take any actions, as it deems appropriate subject to the banking regulations, rules and practices.
- 10. After submitting a request to the First Party, accompanied by ATM cards, checks and any belongings related to the account, the Second Party shall have the right to close the current account and obtain the credit balance in full at any time. However, the First Party may reject the account closure request if it is associated with any financial obligations such as issuance of LGs, LCs and commercial papers discounts, checks/checkbooks and other similar obligations that require account continuation.
- 11. The First Party may close the account after opening a current account and not receiving any deposits for a period of (ninety) days from the date of such opening, or from the Second Party's depositing of a certain amount and withdrawing therefrom so that the account balance is (zero) for a period of (four) years. In such case, the First Party shall notify the Second Party via text messages to the mobile number indicated herein, or via any other means as agreed, well in advance before account closure.
- 12. The First Party may send text messages, communicate over the phone, or send marketing brochures to the Second Party with regard to services and products provided by the First Party, as long as the Second Party expresses no objection to receive such messages or brochures, in accordance with (First) Clause herein.
- 13. The Second Party may review its account statement via e-banking services, and may further request receipt of an account statement via its E-mail or national address indicated herein or to any other specified address.
- 14. The First Party shall, upon being aware of the Second Party's death or incapacity, or the commencement of any liquidation or administrative liquidation procedures, suspend the account until the heirs are identified under a legal deed, or the legal guardian/custodian or receiver (Liquidating Trustee or Bankruptcy Committee) authorized to manage the account is appointed subject to a decision of the competent court.
- 15. All Second Party's accounts with the First Party shall be considered as one account. The First Party may, at any time and without referring to the Second Party, set off such accounts and deduct any amount therefrom so as to meet any of its due obligations.
- 16. Any Party fails or neglects to notify the other party of changing all or any of its contact addresses within (seven) days, may have no excuse of being unaware of delivery of any notification.
- 17. The Second Party shall refrain from making any transfers outside KSA for any NPOs. The First Party may refuse to conduct such transfers.
- 18. The First Party shall not bear any responsibility towards the Second Party when the bank transfer is delayed or not delivered to the beneficiary due to an error or malfunction in technical systems beyond the control of the First Party, or in case of beneficiary's incomplete information or absence, or for any other reason beyond the control of the First Party, unless such delay or failure to deliver the bank transfer results from failure of the First Party to exercise due diligence or its gross negligence.
- 19. All deposits and withdrawals in foreign currency shall be subject to a rate approved by the First Party to exchange such currencies.
- 20. With regard to joint accounts, credit balance available in the account shall be the property of the parties thereto as partners pro-rate pursuant to this Agreement. In addition, partners shall jointly bear debit balance on such account generated for any reason whatsoever. The First Party shall have the right to suspend the account in case of death or incapacity of one of the partners or initiating any liquidation or administrative liquidation procedures against any of them, or receiving a notice from any partner indicating a conflict among them.
- 21. Invalidity, illegality or unenforceability of any of the provisions of this Agreement shall not cause the invalidity of the remaining provisions contained herein, provided that both Parties shall amend such provision in accordance with the relevant regulations and controls.
- 22. Without prejudice to Saudi Central Bank's instructions, the First Party may amend the Agreement from time to time. However, the First party shall inform the Second Party of amendments (thirty) days before effective date thereof. Such amendments shall be applied after the lapse of the period referred to in this Paragraph as from the date of its publication on the First Party's website. Non-withdrawal of the Second Party from the Agreement shall be deemed as an approval and acceptance on such amendments.
- 23. This Agreement shall remain in effect until the date of account closure by either party.
- 24. The First Party shall maintain confidentiality of all account data and information provided by the Second Party, save for information disclosed, under the Second Party's approval, by the First Party for specific professional and operational purposes, to competent government agencies in accordance with the relevant regulations and controls.
- 25. The First Party shall have the right to keep all documentation related to the Second Party's account for at least (ten) years as from the Agreement's expiration.
- 26. For the purpose of activation and participation in the additional services provided in the instant payments Service, the account information will be shared automatically and confidentially with the Saudi Payments Company (The national operator of the system) as needed, and the information that will be shared is:
 - a. Customer name
 - b. Account number
 - c. Mobile Number
 - d. Identity number, commercial register or unified number
 - e. E-mail
- 27. This Agreement shall be governed by KSA applicable laws. Any dispute arises between the Parties shall be amicably settled, and if not, any of the Parties may refer such dispute to a competent judicial authority.
- 28. This Agreement is drafted in both Arabic and English, and in case of a conflict, the Arabic version shall prevail.



4. Current Account-Associated Services and Products

The First Party shall provide the Second Party with a number of services and products associated with the current account, as shown below. Rendering of services and products shall be subject to terms and conditions annexed hereto, and shall be deemed as an integral part hereof.

☐ Tahweel Membership Creation

5. First Party's Undertakings and Acknowledgments

First Party hereby undertakes and acknowledges the following to the Second Party:

- 1. The First Party shall practice fair and equitable treatment, and shall adhere to Disclosure and Transparency principle.
- The First Party shall protect privacy of, and not use, information except for specific professional and operational purposes after obtaining the Second Party's consent - save for information disclosed by the First Party to the competent governmental authorities in accordance with the relevant regulations and controls.
- 3. The First Party shall take all necessary technical and regulatory measures to protect IT systems and customer data across all of its branches and subsidiaries. Further, the First Party shall exercise due diligence and reasonable efforts to develop, maintain, implement and follow the controls, policies and procedures of information technology, security, cybersecurity and data protection, including supervision and control of access over IT systems as well as encryption, virtual and actual protection. The First Party shall adopt necessary business continuity, recovery and security plans designed to avoid any hacking, destruction, loss, interference, alteration or exploitation.

6. Second Party's Undertakings and Acknowledgments

The Second Party, with its full legal and lawful capacity, undertakes and acknowledges the following:

- 1. The Second Party is not lawfully prevented to be dealt with, and that all data provided thereby is correct, reliable and up-to-date.
- The Second Party shall be responsible before the competent authorities for the funds deposited in its account under or without knowledge thereof, whether disposed by the Second Party in person or not, in case the Second Party has not officially reported such funds upon being aware of their existence in account thereof.
- 3. The Second Party shall ensure that funds deposited in its account are generated from legal activities and shall be responsible for integrity thereof. In case the First Party receives any illegal or forfeited funds from the Second Party, then Second Party shall not be entitled to recover or request a compensation for such funds.
- 4. The First Party may freeze the account or any of the amounts deposited therein, and notify the competent authorities, in case such amounts are suspected to be generated from financial fraud or illegal transactions, in accordance with the applicable regulations and instructions.
- 5. The Second Party is the principal beneficiary of the account.
- 6. The Second Party is fully aware that it is prevented to transfer amounts to anonymous persons or entities, subject to the applicable laws and instructions. The Second Party shall ensure that all transfers conducted thereby are made to persons and entities known thereto and for personal, known and legal purposes.
- 7. The Second Party has read and understood the terms and conditions set forth herein. Further, the Second Party will read the terms and conditions of services and products associated to the current account that are published on the First Party's website.

7. Tax Declaration:

Self-declaration certificate for exchanging individuals' information for tax purposes.

Definitions

The definitions in this section are the definitions relevant to this form and are not a comprehensive list. For a full set of definitions, please refer to the Foreign Account Tax Compliance Act (FATCA) / Common Reporting Standard on the internet.

Foreign Account Tax Compliance Act (FATCA) Definitions

- 1- U.S. Person: Means a U.S. citizen or resident individual, a partnership or corporation organized in the United States or under the laws of the United States or any State thereof.
- 2- US Resident: US resident is a US citizen or a resident alien, which is an individual that is not a citizen or national of the United States and who meets either the green card test or the substantial presence test for the calendar year.
- 3- Green Card: "green card" recipient as an alien who has been granted "the status of having been lawfully accorded the privilege of residing permanently in the United States as an immigrant in accordance with the immigration laws, such status not having changed."
- 4- Born in the United States of America A person born in the USA is considered as a 'US person' under FATCA unless the person has formally renounced his or her right to US citizenship.
- 5- US Address an address in the US. Please Note: "Shop and Ship" addresses or other similar services maintained by customers will not be considered as a relevant address for this purpose.
- 6- Telephone number: Telephone number(s) provided is a US telephone number
- 7- Standing Instructions: Standing instruction to periodically transfer funds to an account with US address.
- 8- Hold mail address: Address for communication AND all mails are retained at the Bank for physical collection by a representative of the customer.
- 9- Substantial Presence Test You shall be considered as resident of the United States of America for tax purposes if you meet the Substantial Presence Test for the calendar year. To meet this test, you must be physically present in the United States (U.S.) on at least:
 - 31 days during the current year, and
 - 183 days during the 3- years that includes the current year and the 2 years immediately before that, counting:
 - All days you were present in the current year, and
 - 1/3 of the days you were present in the first year before the current year, and





1/6 of the days you were present in the second year before the current year

Common Reporting Standard (CRS) Definitions

Tax residency - The tax residency is the country you resident in/registered for tax purposes. Each country has its own rules for defining tax residency. For more information regarding tax residency, please consult your tax advisor or check the OECD information readily available on the internet. (http://www.oecd.org)

Tax Information Number – A Taxpayer Identification / Information Number (TIN) is a unique combination of letters and/or numbers assigned to the person or you/your entity. Some countries do not issue a TIN, but may rely on other issued numbers such as social security/insurance numbers or company registration numbers for entities. You may need to provide these if requested. The OECD has published a list of the acceptable Taxpayer Identification Number (TIN) formats and their alternatives.

Self-Certification Forms: A completed self-certification form is used to confirm your tax residency status under the CRS.

The form is filled in by individual clients "natural person" and sole proprietorships.

A separate form is to be filled in by clients who have a joint account.

All sections are mandatory in this form

Title	☐ Mr.		☐ Mrs.		☐ Miss			□ other	
Customer's full name in Arabic:	First			Middle	1		Last		
(First name, father's name, last name)									
Customer's full name in English:	First			Middle			Last		
(First name, father's name, last name)									
Date of birth (Gregorian/ Western)	D	D	М	M	Υ	Υ		Υ	Υ
Gender:			Fe	male 🗆		Male			
Town or City of Birth:									
Country of Birth:									
Current Residence Address in Saudi Arabia:									
Building #									
Street Name									
District									
Postal Code									
City									
Country									
If there is residence address outside Saudi Arabia,									
please indicate:									
Building #									
Street Name									
District									
Postal Code									
City									
Country									
Mailing Address:									
(if different from the Current Residence)' to be									
included)									
Building #									
Street Name									
District									
Postal Code									
City									
Are you a US person?				Yes □	No				
If yes, please complete section B									
If more than one citizenship, please indicate each									
country of citizenship									
Do you have an immigrant visa or permanent									
resident status in a country other than Saudi				Yes □	No l				
Arabia									
If yes, please indicate the state of each permanent									
residency									
Are you a Tax Resident of any country or countries				<u> </u>					<u> </u>
outside of Saudi Arabia?				Yes □	No l				
By selecting 'No', I confirm that Saudi Arabia is my					. 10				
sole residency for tax purposes									
If Yes, please complete section C									



If you are a USA Tax Resident please provi 1. A Social Security Number (SSN), or 2. An Individual Taxpayer Identification Num 3. A Taxpayer Identification Number for Pe	mber (ITIN), or	-	A US TI	N can b	e one of	the follo	owing:			
Pleaseprovide your TIN in one of the lines p	provided below:									
Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z	N - N N - N N - N	N - N 1 - N 1 - N	I N	N I	(SSN) ITIN) ATIN)				
Please specify your Country (ies)/Jurisdiction	on(s) of Residen	nce for Tax Pu	ırnoses i	including	n Taxpay	ver Iden	tification	numbe	er.	
Country/jurisdiction	Taxpayer Id	dentification N nctional Equi	umber (ason A,	B or C
1 2										
If TIN is not available please choose one of A. The country/jurisdiction where the Acc B. The Account Holder is otherwise unabif you have selected this reason): Country1:	ount Holder is rule to obtain a TI	esident does N or equivale	nt numb	er (Plea	se expla	in why y				
I I/We declare that all the particulars and infinave not withheld any information and I/We in writing satisfactory to the AI Rajhi Bank received by AI Rajhi Bank, within 30 days w I/We hereby undertake to inform AI Rajhi Bany changes/amendments taking place changes/amendments occur. I/We undertake to inform AI Rajhi Bank if I/W States Substantial Presence Test as herein I/We confirm and accept that should any with to domestic or overseas regulators or tax at assumes no liability in this regard. I/We waive AI Rajhi Bank of its duty of con law/authorities, to the Courts, regulatory/or currency this account will be maintained of jurisdictions, any information relating to my.	acknowledge the of its revocation where any change ank of any charge ank of any charge in future with the order away from a defined, or the order and the order authorities, all pay of other authorities or routed, or to a	nat Al Rajhi Ban and by subrue in circumstage in informate reference to make my/our own presence tester imposition and my ments made grant Al Rajhes of Saudi Al Rany other reg	ank will r nission cances oc tion / cir the do country t related s or othe to me/us Bank th rabia or ulator/ta:	ely on the fan upoccurs. coumstancements of reside to any corr govern so shall be the liberty my/our x author	ne informed ated Some solution of the country of the make country or other	nation prediction production prod	rovided ification and to furme/us find that I/We are lated to in that I/We as lated to in the taxes are concerned as lateral and taxes a	in this for a Declar In this for a Declar In the as an and who the cou	orm until aration F Al Rajh d when pact the idents in ecome p d Al Rajh en requi untry in	notice form is ai Bank a such United a. ayable ai Bank ired by whose
Name of Signatory in Arabic Name of Signatory in English										
Signatory's capacity (Please check one box only) Account Holder Power of Attorney Guardian Other (Please specify below)		Signature								
		Date	D	D	М	М	Υ	Υ	Υ	Υ

(Gregorian)



Annexes to the Agreement

1. Information of the Guardian /Trustee /Attorney /Custodian - as the case may be -

				I			II						
□ Fa	ther		lother	☐ Attorney			☐ Other:						
Full Name in Ara	bic:												
Full Name in Eng	ılish:												
Gender:			□ Ma	le		□ Fer	male						
Nationality:													
Date of Birth:			//	AH			//	AD					
Place of Birth:													
Educational Leve	el:	□ Element	ary 🗆 Inte	ermediate	□ Seco	ondary	☐ Universit	у 🗆 С	Other				
ID Type			☐ Nation	nal ID		Residence P	ermit (IQAM/	۹)					
ID No.:													
Place of issue:													
Expiry date:			/ Al	1		/ AD							
National													
National	Building No.	Street	Distr	rict	City	P	ostal Code	Additi Num					
National Address:	Building No.	Street	Distr	rict	City	Pe	ostal Code	Additi Num					
Address:	Building No.	Street	Distr	ict	City	Po	ostal Code						
Address: Mobile No.:	Building No.	Street	Distr	ict	City	Po	ostal Code						
Address: Mobile No.: Home Tel. No.:	Building No.	Street	Distr	ict	City	Pe	ostal Code						
Address: Mobile No.:	Building No.	Street	Distr	ict	City	Pe	ostal Code						
Address: Mobile No.: Home Tel. No.:	Building No.	Street	Distr	ict	City	Pe	ostal Code						
Address: Mobile No.: Home Tel. No.:		Street	Distr	ict	City	Pe	ostal Code						
Address: Mobile No.: Home Tel. No.: E-mail:		Street	Distr	ict	City	Po	ostal Code						
Address: Mobile No.: Home Tel. No.: E-mail: Employer's Name	9:		Public		City		ostal Code		ber				



Terms and Conditions for Initiating Membership

- 1. The term "transfer" in this membership means: the transfer of amounts by remittance or cheque issued by the First Party ("the bank") to a beneficiary based on an order issued by the holder of the membership ("Second Party" or "Customer").
- 2. The First Party shall be responsible for opening a membership for The Second Party in accordance with/under the terms stipulated in this membership, where transfers shall be made regardless of the type of such transfers.
- 3. The dealing in the mentioned membership shall be made only by The Second Party or by his attorney, and shall notify the bank in writing.
- 4. All transfers shall be made in accordance with the controls and documents approved by The First Party Sharia Board.
- 5. The First Party shall not accept and The Second Party may not use its membership to send transfers for any purpose that is prohibited under Shariah provisions, such as sending them for adding them to interest (Riba) accounts, for those who promote or manage gambling games or for buying illicit goods or otherwise similar purposes. Thus, The First Party shall not bear any liability upon returning any transfers of such kind to the transferor, provided that The Second Party shall bear all resulting costs including currency exchange costs. if any.
- 6. The First Party records, documentation and accounts regarding The Second Party relationship with the bank are considered valid and binding on the customer, and the customer may not oppose them, except for any entries or transactions proved to be done in such membership illegally and neither The Second Party nor its authorized attorney was involved in that directly or indirectly, and hereby undertakes to inform the bank immediately after proving anything in this regard.
- 7. The First Party may at any time change or modify the terms of the membership after approval of the Sharia Board on the required amendment and such change or amendment shall be effective, unless otherwise opposed by The Second Party within one week from the date of displaying a written summary of such amendment in an apparent place in the bank Tahweel center and branches, or from the date of availability of the Agreement copy containing the amendment in any of the bank electronic channels. If the customer objects in writing during the aforesaid time-limit, it may request in writing to terminate this Agreement and such termination shall not affect rights and obligations arising on or before the date of its entry into force.
- 8. The Second Party agreed to provide The First Party with specimens of his signature, a signature of his representative; such instructions issued to The First Party, which bear a signature conforming to these forms shall be considered legal and approved for all operations on the membership account.
- 9. The First Party may collect from The Second Party a determined fee as declared in bank branches and/or electronic channels against the available services.
- 10.
- (10/A) The Second Party shall accurately complete his data and beneficiary's personal and banking data in this form and the transfer forms, and acknowledges that The First Party and its affiliates do not bear any consequential loss, damage or liability due to the customer's breach of this clause.
- (10/B) The Second Party understands that its modification of the data of any transfer previously ordered to be conducted, does not guarantee refund or modification of the transfer amount. The Second Party acknowledges that the bank and its affiliates shall not be liable in such cases and shall not be liable for any loss, damage by act, omission of the correspondent bank, the beneficiary or any third party, due to force majeure, difference of business days, weekly or official work holidays or difference in currency.



The Second Party Representations:

- 1. The Second Party acknowledges his responsibility for the deposited cash placed by or to him in his transactions with The First Party before the authorities and will report to the authorities any suspected amount or deposit not entitled to him, as soon as he knows about it, whether the deposited cash was transferred under his knowledge or not and whether The Second Party disposed of it later personally or by another person or not. In addition, The Second Party acknowledges and declares that the said amount is generated from legitimate activities for legitimate purposes, and recognizes its integrity of any counterfeiting, money laundering and terrorist financing, and acknowledges that he is not entitled to recover or claim compensation for any amounts delivered to The First Party and proved to be fraudulent or illegal due to its source, way of disbursement or for any other reason.
- 2. The Second Party shall update the membership data every three years at maximum or at The First Party request. In addition, The Second Party shall inform The First Party in writing of any change to the address, or the last address shall be certified for correspondence. Moreover, The Second Party shall also renew its identity and the representatives or authorized persons' identities (if any) and submit them to The First Party before the expiry of any of them; The Second Party know that The Frist Party will freeze his membership in case of failure to comply with the same.
- 3. The Second Party undertakes and represents that he is not legally restricted from transferring through membership, and that all of his data and documented are correct. Also, he understood the provisions of opening membership as well as its terms and conditions.
- 4. The Second Party agrees to link his mobile number registered in the top of this form with OTP notification service and all The First Party electronic channels along with approving the transactions and requests linked to The Second Party number.
- The Second Party discharges The First Party from any liability for the period taken to deliver SMSs (Obligatory Optional Automated)
 or OTP notification service since the sending process is controlled by various service providers inside and outside the Kingdom.
- 6. The Second Party acknowledges that the mobile number shown in the top of this form is registered in The Second Party's name, possessed and used only by The Second Party; and that The Frist Party will send SMSs, OTPs and other financial notifications to the registered number, whenever necessary. The Second Party acknowledges that he shall be fully responsible for maintaining and modifying the registered number via the bank ATMs in cases of failure to use, loss, and change of such number for whatsoever reason.
- The Second Party discharges The First Party from any damage or loss arising out of using the mobile number registered in the top of this form by any person other than The Second Party, or using the number to access accounts other than The Second Party's accounts.
- 8. The Second Party agrees to provide The First Party with any information or data requested from it for establishing, reviewing or managing the membership and authorizes The First Party to get any required information relating to The Second Party or the said membership or any other membership of The Second Party with The First Party from SIMAH and acknowledges that The First Party may disclose information pertaining to The First Party and his membership or any other membership to SIMAH or any other body approved by the Saudi Central Bank.
- Any claim or dispute arising out from provisions of initiating such membership or application or interpretation thereof shall be determined by the competent judicial authority in Riyadh in accordance with KSA Laws and regulations without prejudice to Sharia provisions.
- provisions.
 10. The Second Party hereby acknowledges that the Kingdom of Saudi Arabia's Laws prohibit the amount to be transferred without the transferring customer knows the beneficiary (transferee) or without a statutory relationship with the beneficiary or without a legitimate purpose.
- 11. The Second Party declares and represents not to use personal membership for non-personal purposes and not to use commercial membership for personal purposes of a non-commercial nature in light of the Saudi Central Bank's instructions on cash transfer.
- 12. The Second Party acknowledged having reviewed the said provisions and complied therewith.
 - [] The Second Party acknowledges that he does not suffer any visual or hearing, mental, physical or motor disability, learning difficulties, speech disorders, behavioral and emotional disorders, double or multiple disabilities, or any special care-related disabilities, and recognizes that if he suffers any such disabilities, he will notify The First Party and attach the supporting documents as determined by The First Party.