

## 1. Definitions and clarifications

### A) Definitions

The following terms and expressions - wherever mentioned in this agreement - have the meanings defined next to them, unless the context requires otherwise:

**The First Party:** the bank which details are shown in Clause 1 of this agreement.

**The Second Party:** the customer of the bank / legal bank whose details are described in Clause 1 of this agreement, and who signed this agreement, or it was signed on his behalf.

**Current account:** An accounting record opened by the bank and established under this agreement upon the request of the customer, and entails rights and obligations for both parties, the rights and obligations include accounting restrictions made by the bank in accordance with the banking regulations, rules and norms.

### B) Clarifications

In this Agreement, unless the context requires otherwise:

- 1- The indication of years, months and days is according to the Hijri calendar.
- 2- The reference to the agreement is a reference to Clause 1, clause 2 and clause 3 and annexes to the agreement, including the amendments or additions that are made to it.

## 2. Introduction

Whereas the Second party wishes to open a current account with the First party, and where the First party agreed to the Second party's request, the two parties, with full legal and legitimate capacity, agreed to conclude this agreement. This agreement is subject to the provisions of relevant laws, regulations and instructions such as the Anti-Money Laundering Laws; the Laws of Combatting the Financing of Terrorism and their executive regulations. In addition, the instructions that are issued by the Saudi Central Bank such as the rules of bank accounts. In the event of any conflict between the provisions of this agreement and the provisions of the regulations and instructions, the provisions of the regulations and instructions shall prevail over others.

The above preamble above is 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 to exert the necessary care to implement their orders on the account within the limits of banking regulations, rules, and norms. The First party is not responsible for any damage arising from the implementation of these orders unless this damage is a result of gross negligence, willful misconduct or failure to undertake the necessary diligence intended for the purposes of implementing this agreement; Caring, skill, prudence, and diligence according to the conditions that are expected to perform - within the reasonable limits - from any facility.

### Gulf International Bank - Saudi Arabia

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Unified Number (7001399042); Commercial Registration No. (2052001920)  
P.O. Box 93 AlKhobar 31952 Kingdom of Saudi Arabia,  
Telephone: 8001166336, Website: meem.com  
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### بنك الخليج الدولي - السعودية

شركة مساهمة سعودية مقفلة برأس مال (7,500,000,000) ريال سعودي،  
الرقم الموحد (7001399042)؛ سجل تجاري رقم (2052001920)  
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2. The First party has the right to benefit from the amounts deposited in the current account for their benefit, with their full commitment to enable the Second party from these amounts immediately upon their request. The Second party may not claim any profits from that, provided that the two parties may have an independent agreement to arrange the relationship in which the Second party can obtain Profits from those amounts.
3. The Second party is prohibited from using the account for any unlawful purpose or activity. They must inform the First party in the event of any objection or suspicion of operations taking place on their account, and the lapse of thirty days from the date of carrying out any operation without the Second party's objection shall be considered as an approval and confirmation of its security.
4. The First party may collect a specific fee from the Second party in exchange for the services it provides. It may collect it directly without referring to the Second party, provided that these fees are not contradict with the regulations issued by the Saudi Central Bank and to be published in the branches of the First party and its website within (30) days before the fees are imposed.
5. The Second party shall bear any expenses or taxes imposed by the state regarding any services or products provided by the First party to the Second party, whether they are imposed now or might be imposed in the future.
6. The First party informs the Second party via text messages at the mobile phone number mentioned in the agreement - or any other means agreed upon - of the following:
  - i. All transactions executed on the current account as soon as they occur.
  - ii. Prior to the change of the account status, in a sufficient period of time.
7. The Second party is obligated to update the personal identity and their information recorded in the agreement as soon as it is updated or changed. The First party may, in the event of a breach of such and for the purposes of adherence to the applicable regulations, freeze the current account.
8. The Second party agrees that the First party, for the purposes of opening and operating the current account; and adhering to the applicable regulations shall obtain the data of the documentary evidence and the updated information through the services provided by the National Information Center or any other reliable and independent bodies.
9. In the event where the Second party breaches this agreement, the First party may take the measures it deems appropriate within the limits of the procedures stipulated in the banking regulations, rules and norms.
10. The Second party has the right to close the current account and obtain the full credit balance at any time, after submitting a request to the First party accompanied by the ATM cards, checks and any belongings arising from the account, while the First party may reject the request to close the account if it is associated with any financial obligations such as issuing letters of guarantee, and opening documentary credits, deducting commercial papers and other similar obligations that require the continuation of the account.

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11. The First party may close the account when opening the current account without depositing any money in it for a period of (ninety) days from the date of opening the account, or if the Second party deposits a certain amount and then withdraws from it so that the account balance is (zero) for a period of (four) years. The First party shall take into consideration to notify the Second party via text messages for the mobile phone number mentioned in the agreement - or any other means agreed upon - with sufficient time 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 services and products provided by the First party, unless the Second party expresses unwillingness to receive these marketing messages and publications subject to article (First) hereunder.
13. The Second party has the right to inspect their account statement through electronic banking services, and they may also request that an account statement be sent to their e-mail or national address indicated in the agreement or to any other address they specify.
14. If the First party acknowledged the death of the Second party or the loss of their eligibility; or learned about an initiation of liquidation or any administrative liquidation procedures, then the First party reserves the right to stop the operations on the account until the heirs are determined by a legal instrument or the assignment of the guardian / legal guardian or liquidator (the trustee or bankruptcy committee) authorized to manage the account is appointed by a decision of the competent court.
15. All the accounts of the Second party are considered as one account to the First party. The First party may at any time and without referring to the Second party conduct a set-off between the accounts and deduct from them in order to meet any obligations imposed on him.
16. It is not permissible for the party who has neglected or failed to notify the other party of changing the contact addresses or either of them within a period of (7) days, to consider that as an excuse for not being aware of such notice or not having received it.
17. The Second party shall refrain from making any transfers outside the Kingdom of Saudi Arabia to any non-profit organizations, and the First party shall refuse to make these transfers<sup>10</sup>.
18. The First party does not bear any responsibility towards the Second party if delaying or failing to deliver the bank transfer to the beneficiary due to an error or malfunction occurring in the technical systems beyond the control of the First party, or in the event that the beneficiary's information is incomplete or not available, or for any other reason beyond the control of the First party, unless the delay or failure to deliver the bank transfer resulted from the First party's failure to perform the necessary care or his gross negligence.

10 - Royal Decree No. (55871) dated 091436/05/ AH states that the King Salman Center for Relief and Humanitarian Works is the only entity authorized to receive any relief, charitable or humanitarian donations, whether their source is government or private, to deliver them to those in need outside the Kingdom of Saudi Arabia.

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19. All deposits and withdrawals in foreign currency shall be subjected to the rate approved by the First party for foreign currency exchange.
20. The nullity, irregularity, or lack of implementation of any of the terms of the agreement shall not lead to the invalidity of the remaining provisions of the agreement. The two parties shall undertake to amend the clause in accordance with the relevant regulations and controls.
21. The First party may amend the agreement from time to time - without prejudice to the instructions of the Saudi Central Bank - provided that the First party is obligated to inform the Second party of the amendments within thirty (30) days before the date of effectiveness. The amendments shall be applied after the lapse of the period referred to in this paragraph starting from the date of its publication on the First party's website. Not withdrawing from the agreement is considered as an approval and acceptance of the amendments from the Second party.
22. This agreement shall remain in effect until the date of closing the account by one of the parties
23. The First party shall preserve 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 for the competent governmental entities in accordance with the relevant regulations and controls.
24. The First party may keep all documents related to the Second party's account for a period of (10) years as a minimum from the date of the agreement's expiration.
25. This agreement is subject to the laws of the Kingdom of Saudi Arabia. Any dispute that arises between the parties is settled amicably, and if the dispute cannot be resolved amicably, any of the parties has the right to refer it to the competent judicial authority.
26. This agreement has been prepared in the Arabic and English languages, and in the event of a difference in the text between them, the text shall be adopted in the Arabic language, which shall be the original language.
27. for the purpose of activation and subscribing in the additional services provided in the instant payments system, your information will be shared automatically and in complete confidentiality with the Saudi Payments Company, the "national operator of the system" as needed and appropriate. the information that will be shared is as follows:
  - Customer name
  - Account number
  - Phone number
  - ID number
  - Email

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## 4. Services and products offered related to the current account

The First party provides the Second party with a number of services and products related to the current account, including what is shown below. Their submission is subject to the terms and conditions attached to this agreement<sup>11</sup>, and is an integral part of it.

<input type="checkbox"/> ATM card	<input type="checkbox"/> Mobile Banking	<input type="checkbox"/> Electronic banking	<input type="checkbox"/> Check Book
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## 5. The pledges and declarations of the First party

The First party undertakes and acknowledges to the Second party the following:

1. To be treated fairly and equitably and adhere to the principle of disclosure and transparency.
2. To protect the confidential information, and to use it within operational and vocational purposes - after obtaining the second party's consent, expect for disclosing such information to Governmental entities in accordance with relevant regulations and controls.
3. To take all necessary technical and organizational measures to protect its technical information systems and customer data in its business and the business of its branches and subsidiary companies and it has taken the necessary care and made reasonable efforts in establishing, maintaining, implementing and following the controls, policies and procedures of information technology, information security, cyber security and data protection, including operations of supervision and control of access to systems, encryption, virtual and actual protection, and has plans for the necessary business continuity, recovery plans, and security plans designed to protect against any penetration, destruction, loss, interference, modification or exploitation.

11- The bank appends the terms and conditions for each product or service within the agreement.

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## 5. The pledges and declarations of the second party

The Second party undertakes and acknowledges, while having the legal and legitimate capacity, of the following:

1. They are not prohibited persons (by law) to deal with, and that all the information that they have provided are correct, reliable and up-to-date.
2. They are responsible before the competent authorities for the funds deposited in their account with their knowledge, and the funds deposited without their knowledge whether they have personally used the funds or have not, that is in the event where they did not officially report the deposited funds when they figured they were in their account.
3. The funds deposited in the account are based of legitimate activities and that they are responsible for their safety. If the First party have received any illegal or counterfeit money from the Second party, the Second party cannot refund it or request for compensation.
4. The First party has the right to freeze the account or any of the amounts recorded in case of suspicions of the sums resulted from financial fraud or illegal activities in accordance with the applicable regulations.
5. They are the ultimate beneficiary of the account.
6. They are fully aware that it is forbidden to transfer to unknown individuals or entities according to the laws and instructions applicable, and that all transfers that they undertake are to individuals and entities that are known to them, and that's they are for personal, known and legitimate purposes.
7. They have read and understood the terms and conditions set forth in this agreement. They will also read the terms and conditions for services and products related to the current account and published on the First party's website.
8. Tax declaration<sup>12</sup>.

12- The bank adds the tax return form approved by the tax liability system to foreign accounts owned by Americans residing abroad " FATCA " and the common standard reporting agreement "CRS".

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# Standard agreement Annex for Opening Current Bank Account

## 1. Definitions

**"Card"** means a virtual or plastic card issued by us to the Card holder to access our Services

**"Card holder"** means a person to whom a Card has been issued by us and shall, where applicable, include a Supplementary Card holder.

**"Cash Withdrawal"** means any amount obtained in accordance with the Terms. "Customer", "you" and "your" mean the Account-holder

**"Debit Card"** means a debit card issued by us to you for purchases and/or ATM services.

**"Deposit"** means each deposit in any one of the Accounts made through any of the channels made available by us.

**"FCCA"** means a Foreign Currency Current Account provided by us. "Foreign Instruments" shall have the meaning given to it in section Foreign Currency Account

**"Gulf International Bank Group"** means Gulf International Bank- Saudi Arabia. (Its successors and assigns), its branches and Affiliates,

**"Instructions"** means any Notice, instruction, demand or other communication which may from time to time be or purport to be given by you or on your behalf.

**"KSA"** means the Kingdom of Saudi Arabia.

**"Merchant"** means any corporate entity, person or establishment supplying goods and/or services who accepts a Card as a mode of payment or reservation by the Card holder.

**"Notice", "Notify" or "Notification"** mean a communication or notification between you and us in writing or via calls to/from our contact centre, on online screens, or by any other method specified in the Terms.

**"OnePack"** means the packaged Current Account and Savings Account that we may open for you.

**"PIN" or "TPIN"** means a personal identification number or a telephone personal identification number which allows you to access ATMs, telephone banking or other channels provided by us.

**"Profit Equalisation Reserves"** means the reserve created by deducting a certain percentage of the net profit from the share of the Savings Account-holders in the joint investment pool for the purpose of stabilization of profits.

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**"Purchase"** means a transaction of Shariah compliant goods or services obtained by a Card holder by the use of a Card.

**"Regulations"** means applicable laws, rules and regulations.

**"SAMA"** means the Saudi Central Bank.

**"SAR"** means the currency of KSA.

**"Savings Account"** means the savings Account opened and maintained by you with us and operated on the basis of a "mudarabah".

**"Scheme"** means the Card payment scheme operated by the relevant payment services vendor. **"Services"** means all products and services that we may provide to you from time to time. **"Shariah Supervisory Board"** means our Shariah supervisory board.

**"SPAN"** means Saudi Payments Network.

**"Stores"** means any of our branches in the KSA where we provide Services under the Terms

**"We", "us", "our" and "Bank"** mean Gulf International Bank- Saudi Arabia or any of its Affiliates, branches, subsidiaries, successors or assigns.

**"Weightings"** refers to that portion of funds in your Savings Account that are available to participate in the mudarabah pool.

## 2. Onepack Account

### 2.1 Packaged Current & Savings Account – the Onepack

The OnePack is a package of services and benefits. The package will utilize standard products (Current & Savings Account) with an option for you to apply for the overall package and enjoy the full range of usual banking services including, without limitation, the following benefits:

- Current Account with an option to set a threshold for surplus funds to be passed daily to a Savings Account to ensure a return on those surplus funds;
- Savings plan (Money Box) as explained in more detail under section (One Pack Account Features) below to help budget for future expenses or purchases.
- Budgeting tool to monitor spending; and
- Loyalty programme.

### 2.2 You can open the OnePack in SAR.

### 2.3 As a holder of the OnePack, you get a Debit Card linked to the Current Account. You can find details of our Debit Card service and related terms and conditions in section 3 (Cards) of the Terms.

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# Standard agreement Annex for Opening Current Bank Account

## 2.4 To apply for the OnePack, you must agree to the following:

1. The OnePack is offered as a single proposition and cannot be segregated at a later time. You will have to close the OnePack to be able to switch to a Current Account;
2. We will issue a single bank statement for the OnePack;
3. All deposits and withdrawals in or out of the OnePack will be through the Current Account. We will allow intra-Account funds movement (i.e. Current and Savings Accounts) through one of the following mechanisms:
4. Real-time sweep. This feature will work in case of a shortfall of funds in your Current Account for a certain payment or remittance. The funds will be transferred from your Savings Account to your Current Account in a equivalent amount to the required payment or remittance, subject to the availability of sufficient funds in your Savings Account;
5. Day-end sweep. This feature will work based on a certain defined threshold. Our system will look at the available funds in your Current Account and compare it against the defined threshold. If such available funds are greater than the defined threshold, our system will transfer the difference to the Savings Account. In case such available funds are lower than the threshold, our system will transfer the funds from the Savings Account to your Current Account. You will be entitled to increase or decrease the threshold online.
6. Additionally, you can also move the funds between your Accounts.
7. Customer declare that he/she has no objection to credit any profit generated from the Savings account into his/her current account

## Types of Accounts:

### Current Account

**2.5** You can apply to open a Current Account with us, which shall be operated in accordance with the Shariah principle of Card and can be opened in the currencies offered by us from time to time

**2.6** As a Current Account holder you can apply for a Debit Card. You can find details of our Debit Card service and related terms and conditions in section 3 (Cards). You will also have access to a number of banking services, that are listed in section 5 (Banking Services). You can communicate with us and access our banking service through various channels that are described in section 10. (Communication and Services Channels).

### Foreign Currency Account

**2.7** The Foreign Currency Account is a Current Account opened in a foreign currency provided by us from time to time, with an optional Debit Card.

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#### بنك الخليج الدولي - السعودية

شركة مساهمة سعودية مقفلة برأس مال (7,500,000,000) ريال سعودي،  
الرقم الموحد (7001399042)؛ سجل تجاري رقم (2052001920)  
صندوق بريد: 93 الخبر 31952، المملكة العربية السعودية،  
هاتف: 8001166336 الموقع الإلكتروني: meem.com  
العنوان الوطني: 5515 طريق مجلس التعاون - حي الخزامى،  
وحدة رقم 54، الخبر 34721-8208  
مرخص لها برقم ترخيص: 2007،  
وخاضعة لرقابة وإشراف البنك المركزي السعودي

# Standard agreement Annex for Opening Current Bank Account

## Basic Account

**2.8** The Basic Account is a Current Account opened in local currency (SAR).

## Savings Account

**2.9** The Savings Account is only available to customers of the OnePack Account. It is a mode of investment under which you will provide us with funds to invest in any Shariah-compliant activity to earn profit. We will be entitled to an upfront agreed percentage of the earned profit for our service. Any loss on the investment is entirely borne by you and where a loss occurs, we will not charge our fee.

## Savings Account Investment Process

**2.10** We create a pool of funds from various sources including funds in Savings Accounts according to pre-defined pool participation Weightings on a daily basis. Funds available in the pool are invested in various Shariah compliant activities. On a monthly basis, we will calculate the performance of the pool and determine profit or loss for the investment period, which is one (1) calendar month. In the case of profit, we will deduct our fee and determine if there is a need to transfer any portion of the residual profit to a Profit Equalization Reserve or draw funds from the reserve to increase the profit payout. After necessary adjustments which are supervised by our Shariah Board, we will distribute the profit in the respective Accounts within fifteen (15) days of the end of the investment period.

**2.11** The profit for a Savings Account shall be calculated on the monthly average balance of the Account for the relevant Profit Allocation Period.  
Profit will be valued based on the prevailing version of the International Financial Reporting Standards (IFRS) (as published by the International Accounting Standards Board) as followed by us, including the accounting concepts, conventions and methods of accounting which is stated in the accounting policy notes as part of our financial statements

**2.12** You will be solely liable for any losses incurred on the Savings Accounts. We (as Mudarib or fund manager) shall only bear losses attributable to our gross negligence or willful misconduct. In the event that such losses occur during an investment period, we shall not be entitled to our share of the profit in respect of the relevant investment period. In case of loss, we will allocate the losses to respective Accounts.

**2.13** At the beginning of each calendar month, we shall inform you the expected profit rate, Weightings and our profit share by publishing the same on our website [www.meem.com](http://www.meem.com). You can check current expected profit rate, Weightings and our profit share at any time at [www.meem.com](http://www.meem.com). It is clarified that in the event the actual profit is more than the expected profit, then such excess shall be added to our profit share as an incentive for managing the investments.

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- 2.14** Customer declare that GIB has the right to credit any profit generated from the Investment account into his/her current account
- 2.15** Nothing in the Terms shall be construed as being a warranty or a representation by us of any guaranteed profits, or any guaranteed repayment of any part or the entire portion, of the Savings Accounts.
- 2.16** The account holder agrees that the Bank is not liable and will not be liable to pay Zakat on behalf of the account holder.
- 2.17** Your balance in the Savings Account(s) is exposed to potential losses and such losses may even affect the principal amount of the funds deposited by you in the Savings Account to time pursuant to this Agreement.

## One Pack Account features

- 2.18** Budgeting Tool; The Budgeting tool is an optional feature that OnePack holders can use for budgeting purposes. The purpose of this tool is to assist you in preparing your budget based on your personal preferences, configurations and inputs, without our involvement and responsibility. Usage of the Budgeting Tool does not result in any financial transaction.
- 2.19** Money Box is an optional feature that allows OnePack holders to save funds for a specific purpose. This feature will allow you to block funds available in your Savings Account and give a name to the block, for example, school fee, holiday fund, etc. You can unblock these funds at any time without our intervention. You can also instruct us to:

- a) periodically transfer specific amounts to your defined block from the available funds in your Savings Account; and
- b) liquidate the block on reaching a defined target.

The blocked funds will appear as 'total balance' but will not appear as the 'available' balance for any transaction. To make them available for withdrawal/transfers/payments, you must go online and remove the block(s). Funds kept in Money Box will not be liquidated for day-end or real-time sweeps.

Available funds in The-OnePack will be shown as:

- a) Total Balance**  
This is the sum of all funds kept in your Current and Savings Accounts, including uncleared funds and blocked funds.
- b) Available Balance**  
This is the sum of all funds available in your Current and Savings Account, excluding uncleared funds and blocked sums.

## 3. Operations of the Accounts

### Types of Cards

#### 3.1 Debit Card for OnePack Account (Physical and Virtual card)

At our discretion, we will provide OnePack Account Holders with a SAR denominated Debit Card the FCCA Account-holder will be given the facility to link more than one FCCA to the Card. When additional FCCAs are linked to the Card, our system will determine which Account to debit, based on the transaction currency. If you do not maintain an Account in the transaction currency, then the transaction will be authorised through a default Account chosen by you. The default Account must be one of the FCCAs linked to your Card and can be changed at any time using our e-banking services. You may not have more than one Account in a particular currency linked to a multi-currency Debit Card at any one time.

#### 3.2 MRSOOL Debit Card (Physical and Virtual Card)

1. When applying for the co-branded MRSOOL Debit Card (the "MRSOOL Debit Card"), the Card holder accepts that the MRSOOL Debit Card shall be subject to all terms and conditions contained in this clause 3, and references to a "Card" in the subsequent clauses includes "MRSOOL Debit Card".
2. When applying for the co-branded MRSOOL the Card holder authorizes us to disclose to MRSOOL Application for Telecommunication and Technology Company, information in connection with the Card holder and any information that are necessary for the purpose of effecting the Terms and Conditions and/or the benefits contained in this Agreement and to enroll you in the loyalty program and facilitate the transfer of points/cashback and any billing disputes.
3. When applying for MRSOOL Debit Card, the Card holder agrees and accepts that the terms of using any earned points or cashback pursuant to using the MRSOOL Debit Card applied for here will be subject to the terms and conditions of meem as will be posted and updated from time to time on [www.meem.com.sa](http://www.meem.com.sa)
4. We reserve the right to reduce the points/cashback or not apply any allotment, for transactions and payments to e-wallets operated by third parties and such changes will be notified to the Card holder.

Except where stated otherwise above, the MRSOOL Debit Card shall be subject to all the terms and conditions contained in this Agreement as will be amended from time

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## Conditions related to Cards

- 1 All Cards are our property and must be returned to us or our agent immediately upon our request.
- 2 The use of the Card is restricted to the Card holder and is subject to the Terms. The Card remains valid until its date of expiry mentioned on the Card or unless cancelled earlier by either us or you.
- 3 You may choose a PIN online using our website [www.meem.com](http://www.meem.com) to be used with the Card when making a transaction. You must ensure that:
  - all Cards are immediately signed using a ballpoint pen on receipt by the appropriate Card holder;
  - all Cards are kept secure at all times, and you must not allow any other person to use them;
  - the Card holder memorizes the PIN chosen for each Card and does not disclose the PIN to any other person;
- 4 We reserve the right at all times and without notice to the Card holder, with valid reasons, to:
  - refuse to authorize any Purchase or Cash Withdrawal;
  - cancel or suspend the right to use any Card or PIN in respect of all or specific functions or transactions; and
  - refuse to renew or replace any Card.
- 5 You shall have the right to object to any transaction made with the Card, provided that such objection is Notified to us within thirty (30) calendar days of the date upon which the relevant Account statement is issued along with documents supporting your claim.
- 6 We shall not be liable for any circumstances affecting the use of your Card including, but not limited to:
  1. the failure of any Merchant to accept or honor a Card;
  2. the manner in which the refusal to accept a Card is communicated;
  3. any machine, data processing system or transaction link malfunction
  4. failure or dispute relating to the transfer of funds,
  5. provision of information or the goods or services purchased; or
  6. the limit of funds available through an ATM or POS.

### You agree that:

- you shall only use the Card for Purchases that are in accordance with the Regulations and are aware that certain purchases of goods or services are prohibited under the principles of Shariah. It is your responsibility to ensure that your Card is utilized for Purchases which are not contrary, offensive or repugnant to the principles of Shariah. In case of such use, we reserve the right to cancel the original Card and any Supplementary Cards provided; and
- you will be responsible for all credit or other facilities granted by us in respect of the Card and for all related charges under the Terms, despite the termination of the Terms.
- You accept that the issue of Cards by us and the maintenance of the relevant Account are governed by the rules and regulations of the Scheme and the Regulations. The Banking Disputes Committee shall be the final authority to settle any disputes between you and us.

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- The value of all transactions on your Card will be charged to the relevant Account in the currency of the Account as advised by us. Card Transactions, that are made in currencies other than the Account currency, will be debited to the Account after conversion into the Account currency at an exchange rate determined by us.
- We may at any time disclose details of the Card holder or their Account to any of our agents for the purposes of processing a Card transaction or otherwise fulfilling our obligations with respect to the Scheme.
- If the Card holder is authorised by us to use the Card at an ATM belonging to us or any member of Scheme or the SPAN Network or any other ATM as advised to the Card holder from time to time, the following additional Terms apply:
  1. the Card holder shall bear full responsibility for all transactions processed by the use of the Card at any ATM that accepts it (our record of transactions processed being conclusive and binding for all purposes) and hereby authorizes us to debit the Account with the amount of any withdrawal or transfer made by the use of the Card with or without the Card holder's knowledge or authority;
  2. we shall not be responsible for any loss or damage arising directly or indirectly from any malfunction/failure of the Card or ATM arising out of the Card holder's mistake. We shall endeavor to provide you with services on a 24/7 basis, although down-time may be experienced for scheduled maintenance or unscheduled outages, in which case, we shall make our best efforts to notify you in advance. If we are prevented from, or delayed in, providing services due to failure in telecommunications, systems failure, strikes, industrial action, failure of power, lack/failure of supplies or equipment, failure of third parties to provide the services or any other causes outside or beyond our control, that in turn, affect our ability to provide the services, we will use reasonable endeavors
  3. to restore the services to normal levels as soon as possible. If any such failure is directly due to our actions
  4. or omissions and you suffer direct losses as a result, any such losses suffered by you shall be addressed in accordance with section 6. (Complaints and Disputes) of the Terms and Conditions.
  5. any cash deposit at an ATM shall only be regarded as having been received by us upon verification and crediting the same to the Account.
- 8 We reserve the right to charge the Card holder in accordance with the banking tariffs issued by SAMA for, without limitation:
  1. provision of a replacement Card;
  2. provision of a Cash Withdrawal; and
  3. a request for a copy of a transaction voucher which is subsequently confirmed as a genuine transaction.
- 9 We shall debit the amount of each funds transfer from the Card holder's Account for each Purchase and Cash Withdrawal. We may be contacted by a Merchant or a person acting on its or the Merchant's behalf to confirm that we will authorise a proposed Purchase or Cash Withdrawal. Purchases or Cash Withdrawals which are authorised are treated as having been debited to the Account on the date of authorisation and will immediately reduce the available balance on the Account. Once the Card holder authorises a Purchase or Cash Withdrawal by using a Card, we shall not stop the transaction.

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- 10 If for any reason the Debit Card holder's Account is overdrawn by the use of their Debit Card, the Debit Card holder shall be responsible for immediately making up the deficit by a direct payment or transfer of funds from any other Account maintained with us. Failure to comply with this section shall entitle us to cancel the Debit Card and/or make a transfer on your behalf (if more than one Account is maintained with us).
- 11 We shall credit the Card holder's Account with the amount of any refund due to the Card holder on receipt of a properly issued refund voucher or other verification of the refund by a Merchant in a form acceptable to us. No claim by a Card holder against a third party may be the subject of a defense or counterclaim against us.

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## 4. Lost or Stolen Cards

- 4.1** The loss or theft of your Card (including a Supplementary Card) must be immediately notified to us . You will be asked to provide us with your Card number and some identifying details. After we receive notification of the loss or theft of your Card, we will block the Card. You can also block your Card by using [block your Card feature] through our e-banking services.
- 4.2** The Card holder shall be liable for any losses arising from the use of any Card or PIN by any unauthorised person until we receive notification of loss or theft of a Card or PIN in accordance with section
- 4.3** In the event of any fraudulent transactions arising from or in connection with the use of the Card or the PIN, you shall not be liable unless you were aware of such fraudulent transactions, breached any of the Terms or failed to undertake reasonable precautionary measures in connection with the Card and the PIN. Our maximum potential liability to the Card holder as a result of lost/stolen Cards will not exceed the approved limit of the Card or the amount of unauthorised transactions.
- 4.4** After we have received Notification of loss or theft of your Card in accordance with section 4.1, the Card holder will have no further liability, provided that the Card holder has acted in good faith and with all reasonable care and diligence in safeguarding the Card, unless it has been proven otherwise to us. In case the Card holder recovers the Card, he/she shall report the matter to us and the police and destroy it. The Card holder must not make any attempt to use a Card that has been blocked.
- 4.5** The Card holder shall assist us or our agents in the investigation of the loss, theft or possible misuse of a Card or the disclosure of the PIN. The Card holder consents to the disclosure to agents of any relevant information concerning the Account in connection with such an investigation.
- 4.6** A police report must be filed by the Card holder of the lost/stolen Card and a copy should be provided to us, if there is suspected misuse. In the event of difficulty in obtaining the police report, the date and reference number of the police report must be provided to us.
- 4.7** We may also cancel or block your Card in accordance with the Terms and the Regulations by providing sixty (60) days' written notice, provided that if we suspect fraud or misuse of the Card or if we have any other security concerns or if we are required to comply with the Regulations, we shall be entitled to cancel or block your Card immediately.

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## 5. Banking Services

### Deposits and Withdrawals

- We shall accept Deposits from you by transfer into your Account or you may fund your account by adding money using any local Debit Card.
- You may make withdrawals from your Account, subject to our maximum daily withdrawal limit and our fees and charges for the relevant Account.
- No Deposits shall be made available to you until we have received cleared funds in your Account. In accepting cash for deposit, we shall act as your collecting agent and we assume no responsibility for realization of such deposits.
- You authorize us to pay to and debit from your Account, whether your Account is in credit or is overdrawn, or which subsequently becomes overdrawn due to such debits and all transactions issued by those authorised to operate your Account. You shall be liable for any instruction or orders issued to us by those authorised to operate your Account.
- While we acknowledge that the funds deposited are at your disposal, we may apply the credit balance in the Account for Sharia compliant purposes.

## 6. Complaints and Disputes

You are encouraged to tell us first about any complaints you have about our products and services at any time. Our objective is to ensure that all complaints are handled and resolved in a timely and professional manner. You can submit your complaints or suggestions to the contact details set in (Communication & Service Channels.)

## 7. Collection and Remittance

- 7.1** Drafts deposited in your Account shall be accepted as collection items, We maintain the right to debit any Account with any unpaid and non-collected items in addition to our charges, without assuming any responsibility in case of non-collection of such items
- 7.2** We shall pay the actual amount of transfers or the bank drafts/cheques received in your favor after deducting the banking fees/charges and commissions incurred by us.

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- 7.3** In the event we agree to accept bills, cheques, drafts or instruments drawn on banks outside KSA (the “Foreign Instruments”) for clearing or collection, you irrevocably and unconditionally acknowledge and agree as follows:
- a) the clearing or collection of Foreign Instruments is dependent upon the laws and practices of the country or state in which the drawee bank is located;
  - b) we may accept Foreign Instruments for clearing or collection at our absolute discretion and solely as a facility to you at your request from time to time. We reserve the right to refuse any Foreign Instrument at our discretion or to return any Foreign Instruments at any time;
  - c) we assume no responsibility for the realization of any Foreign Instrument deposited with us or for the value given by a foreign bank or for any mail, email or communication delays, loss of mail, email or courier, operating errors, clearing system delays or losses or for any charge, expense or loss, howsoever caused; and
  - d) in certain countries, the clearing of cheques may be with recourse and, even when funds have been made available, the drawee bank may return the cheque or recall the funds subsequently.
- 7.4** We shall credit all your incoming remittances and drafts into the Accounts in the currency of the Accounts
- 7.5** We may, without your prior Notice to and/or your consent, reverse any entries in your Account where transfers, remittances, cheques or other instruments previously credited to your Account are recalled or returned unpaid for any reason. We shall be entitled to retain unpaid cheques or instruments and to exercise all rights in relation to them.
- 7.6** All the transfers made by us according to your instructions shall be at your expense and responsibility. We shall not be responsible if the amounts credited to your Accounts are reduced due to the charges or decline in value. We shall not be responsible if you are unable to use other funds in your Account because of any restrictions issued by the concerned authorities.
- 7.7** Should all or any of these transfers be unpaid and refunded to us, you can only claim their value at our buying rate on the day when the refund takes place. The refund cannot be made until we have received definite advice from our relevant correspondents that the funds are unpaid and that the original instructions have been cancelled.

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شركة مساهمة سعودية مقفلة برأس مال (7,500,000,000) ريال سعودي،  
الرقم الموحد (7001399042)؛ سجل تجاري رقم (2052001920)  
صندوق بريد: 93 الخبر 31952، المملكة العربية السعودية،  
هاتف: 8001166336 الموقع الإلكتروني: meem.com  
العنوان الوطني: 5515 طريق مجلس التعاون - حي الخزامى،  
وحدة رقم 54، الخبر 34721-8208  
مرخص لها برقم ترخيص: 2007،  
وخاضعة لرقابة وإشراف البنك المركزي السعودي

## 8. Foreign Currency Transactions

- 8.1** We may convert all foreign currency Deposits or transfers to your Account at our applicable exchange rate for such currency which shall be available on our website [www.meem.com](http://www.meem.com). We may apply a charge for foreign currency payments made into your Account and we will deduct it from the payment made into your Account.
- 8.2** You can activate the Auto-deduction feature (as defined above) on your meem account through the application. If the feature is activated, the entire transaction amount, will be deducted from the Current Account in SAR currency (OnePack), if no sufficient balance is available in the FCCA linked to the (OnePack.No partial deduction will happen across multiple or different accounts to cover a shortfall.

## 9. Standing Instructions

- 9.1** We shall accept requests for the execution of any standing order from you, provided that you shall have a sufficient balance in your Account on the due date(s) of the execution of such an order. We shall not be liable for any delay or error in the dispatch or in the transmission or for any error on the part of the paying bank or any of its correspondents.
- 9.2** Any standing orders and any amendments or cancellations thereto will not be effective unless permitted by the Regulations.

## 10. Direct Debit

- 10.1** You may issue a direct debit standing instruction in respect of an Account you have with us (the "Payment Account") to settle any amount.
- 10.2** You agree that any amendments and cancellations to any such direct debit standing instruction should reach us at least one (1) week before the next payment due date.

### Stop Payment Orders

- 10.3** If you request us to stop a payment in a currency other than SAR before we have made the payment but after we have converted the payment into the other currency, we will:

- (1) convert the payment back into the original currency at our exchange rate applicable when you cancel your instruction; and
- (2) we will then add the value of the payment to your Account. We are not responsible for any fluctuations in the applicable exchange rate.

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## 11. Communications & Service Channels

By accessing or using any of our channels, you shall be deemed to have accepted the Terms.

### Contact Centre

**11.1** We provide a contact centre service to support you in using our products and services. In the event that you have an emergency, the contact centre is able to undertake some basic banking transactions on your behalf, subject to you verifying your identity through our security procedures. This emergency transaction service is not intended for regular use by our customers, and we reserve the right to limit or withdraw this service altogether without prior Notice

**11.2** The contact centre will also help you with any complaints, instructions or enquiries with respect to our products or services. Please contact us our contact centre by telephone, in writing or online through our website [www.meem.com](http://www.meem.com):

By phone: (within KSA): 8001166336

By phone: (outside KSA): +966920026336

By post: Gulf International Bank P.O.Box 93 AlKhuzama Al Khobar 11673 Kingdom of Saudi Arabia

E-mail: [sa@meem.com](mailto:sa@meem.com)

## 12. e-Banking

**12.1** You must use e-banking in accordance with the Terms and Regulations.

**12.2** If requested, you must confirm to us the loss or theft of your security details by writing to us as :

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**12.3** You must take all reasonable precautions to keep safe and prevent fraudulent use of any security details (including your e-banking password and Contact Centre TPIN, PIN and other details including those that allow you to use e-banking and Telephone Banking). These precautions include, but are not limited to all of the following, as applicable:

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## 13. General Precautions

- Not choosing easy to guess security details
- Never writing down your security details.
- Keeping your password(s) and security details unique to your Accounts with us.
- Taking care to ensure that no one hears or sees your security details when you use them.
- Keeping information about your Account containing personal details, such as statements, safe and disposing of them safely
- You should shred paper containing your personal information.
- Not allowing anyone else to have or use your security details or password(s) and not disclosing them to anyone, except your security details when resetting your Telephone Banking and/or Online Banking security details.
- Keeping your security details safe:
- Changing your password(s) immediately and telling us as soon as possible by calling our contact centre without delay on 8001166336 if you know, or even suspect, that someone else knows your security details, or if we ask you to
- Not sending or requesting confidential information to us using email because email is not secure and may be lost, intercepted, or altered. We are under no obligation to accept or act on any instructions you provide to us by e-mail.
- Follow all security measures recommended by the manufacturer of the electronic media you use to access e-banking, such as the use of PIN numbers for smartphones.
- Ensure that the computer, tablet, and mobile phone you are using are secure and have updated anti-virus and anti-spyware software and firewalls.
- Upon logging on to e-banking, do not leave your electronic media from which you have accessed it or unattended or let anyone else to use that electronic media until you have logged off.
- Keep your passwords and PINs secret – we will never ask you for your e-banking password information in full.
- Never record any password details on any software which retains it automatically (such as any computer screen prompts or 'save password' feature or the line on your internet browser) unless retaining your password is a specific function of a banking service we provide.
- Always access e-banking by typing in our website address [www.meem.com](http://www.meem.com) in your web browser and never go to e-banking from a link in an email and then enter personal details; and
- Never access Online Banking from any device connected to a local area network (LAN) (this is usually the case for your use at work or at a public Internet access point or device such as an Internet cafés without first making sure that no one else will be able to observe or copy your access or get access to Online Banking pretending to be you.

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## 14. Instructions for Payments and Transfers

**14.1** You can make payments and transfers through our e-banking (internet banking, e-banking and mobile application ("App")) platform by logging on with compatible equipment, using your user ID in accordance with the Terms and by providing other security information that we require. We may at our discretion change the security information that we require for you to access e-banking. Where you have instructed us and confirmed that instruction for us to make a payment or transfer, this will be your agreement for us to make that payment or transfer. And You acknowledge that you are aware that the Regulations of the Kingdom prevents money transfer without a relationship between the transferer and the beneficiary or without a regulatory relationship or without a legal purpose.

## 15. Security Tips

**15.1** We provide information and 'tips' on how to secure your personal details and your Account(s). These are available on our website [www.meem.com](http://www.meem.com) and also within the e-banking platform once you have logged in. It is your responsibility to read this information and take appropriate action based on this. If you need help understanding these security tips, we will be happy to provide this, either at one of our stores or through our contact centre.

## 16. Primary email address and mobile number

**16.1** you must provide us a valid email address and mobile number when you apply to become our customer. This information is used by us to forward important information to you about the status of your Account(s) and transactions. It is your responsibility to ensure that our records of both your primary email address and mobile number are up to date and current. Please ensure that you add our email address to your list of safe senders.

## 17. Availability of e-Banking Service

**17.1** cause of the importance that we know you place on being able to access your Account at any time of the day or night, we will try to maintain maximum availability of our e-banking service. However, on certain days it may be necessary for us to limit our e-banking service or withdraw it for a short period of time to undertake maintenance. We will always notify you before this happens (due to maintenance) and provide specific details to help you manage around these periods. There may also be occasions when we will need to limit or withdraw our services without prior notice in order to ensure overall security of your Account.

**17.2** As part of our e-banking service, you may block your Card Account(s) online in accordance with the Terms. To block any Account other than your Card Account(s), please contact our contact centre or visit any of our Stores.

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- 17.3** To use our App, you will need a smartphone or other compatible mobile digital device and need to be registered for e-banking. By downloading and installing our App, you will be accepting our terms of use of the App. You will ensure that any applications downloaded are from the authorized application store for your device type.
- 17.4** We use encryption to protect your data when using e-banking. It is your responsibility to ensure that your use of e-banking in jurisdictions outside KSA complies with local laws and we will not be responsible if you are unable to access e-banking outside KSA. We shall protect your deposits and personal information in accordance with the Regulations and to the PCIDSS (Payment Card Industry Security Standards).
- 17.5** You are responsible for ensuring  
(i) the equipment you use to access e-banking is kept fully operational.
- 17.6** To use our mobile App, you will need a compatible device and will need to have downloaded and installed our mobile App from the authorised application store. The application store that you download our App from will have no liability to you whatsoever. By installing our mobile application, you will be accepting the terms for use of that application. The application store may withdraw our App at any time, but we will try and give you notice of this.
- 17.7** While our App is installed on your device from an authorised application store, we grant you a license, which you cannot assign or transfer, to use our App (this includes any future updates we make available to you, which may be subject to Additional Terms which we will provide you at the time of any update). You shall not provide any rights in respect of our App to any other person. You accept the terms of this license by installing our App on any device. You also agree not to copy, reproduce or reverse-engineer in any way the whole or any part of the App. We may use third parties to provide the App on our behalf.
- 17.8** Our App may only be installed by our customers located in KSA. You confirm that (i) you are not listed on any U.S. Government list of prohibited or restricted parties; and (ii) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist financing" country.

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## 18. Telephone Banking precautions

- 18.1** We recommend that you use either a landline telephone or a digital mobile telephone. We are not responsible for the security of your Account if anyone else intercepts or overhears you speaking to us on the telephone.
- 18.2** when we call you, we will never ask for details of your password to identify you as our customer. We will ask you questions based on information known to us about you and the transactions on your Account; and
- 18.3** when you call us, we will confirm your identity using our security procedures in force from time to time.
- 18.4** We may not be able to assist you if we are unable to identify you using our security procedures.
- 18.5** If asked, you will cooperate, in relation to any investigation into the actual or suspected misuse of your e-banking password, PIN or TPIN, security details and/or Account(s). You must report any unauthorised transactions to the police within seven (7) days of our request to do so. We may also disclose information about you or your Account to the police or other third parties if we think it will help prevent or recover losses.

## 19. Instructions and Authorizations

- 19.1** We may accept a third-party authorisation or a power of attorney authorising a person to open and/or operate your Account(s), which we have reasonable grounds to believe was signed by you. We are entitled to rely upon such a power of attorney or authorisation and we shall not be liable for, any legal deficiencies in respect of the contents or formalities of execution or the absence of notarization of the power of attorney.
- 19.2** You may request us to act upon written electronic instructions or telephone Instructions (or other means acceptable to us and we shall be entitled to treat such Instructions as fully authorised by and binding upon you. We shall be entitled to take such steps in reliance upon your electronic instructions or telephone Instructions as we may consider appropriate, , regardless of the nature of the transaction or arrangement or the amount of money involved.
- 19.3** We have the right, at our sole discretion, to process or refuse your electronic instructions or telephone Instructions, including without limitation, if we may incur a liability in carrying out your electronic instructions or telephone Instructions or any part thereof, or if the carrying out of your electronic instructions or telephone Instructions will result in a breach of any law or regulation or otherwise be prejudicial to our interests; or if we are prevented or delayed directly or indirectly from acting on your electronic instructions or telephone Instructions by reasons beyond our control. We may, at our discretion, decline to act upon your electronic instructions or telephone Instructions unless and until confirmation has been obtained from you, in a form and substance satisfactory to us.

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**19.4** We may monitor and record your telephone conversations with us and/or our agent or your electronic instructions or telephone Instructions. Such recordings shall be our sole property and will be considered valid and binding on you. Such recordings will be acceptable as evidence of such communications the resolution of any dispute or arbitration.

**19.5** You authorize us to rely upon and act in accordance with your electronic instructions or telephone Instructions, without requiring us to ascertain the authority or identity of the person giving or purporting to give the instructions.

**19.6** We, however, would require written instructions from you for the following actions:

1. Change in Authorized Signatories.
2. Any disputed Cash or POS transaction on the Card.
3. Power of Attorney to another person/entity; and
4. Closure of the Account(s) by you and transfer of the remaining balance by any means.

## 20. Liability

**20.1** We shall not be liable for any loss or damage suffered by you in the following cases:

1. Where you fail to Notify us of any change in your any of your personal or contact details where any erroneous Payment to any Beneficiary arises from your error.
2. Where any delay beyond our control in making payment to any Beneficiary occurs.
3. Where you fail to adhere to any Notice or other communication from us.
4. For the accuracy of any transactions, you undertake; or
5. Where any failure by us to make a Payment to a Beneficiary or to carry out your instructions due to any regulatory or legal requirements.

**20.2** We shall not be liable to you for any loss or damage arising from or as a result of us exercising any of our rights under these Terms, unless such liability is imposed by the Regulations, the Banking Disputes Committee or judicial orders.

## 21. Indemnify

**21.1** You undertake to indemnify us and shall keep us indemnified against any liability, loss, charge, demand, damage, whether direct or indirect, proceedings, costs and expenses whether legal or otherwise which we may incur by reason of:

1. The Terms or your breach of any of the Terms.
2. The enforcement of our rights under the Terms.
3. Any loss to us arising from your use of the Services.
4. The use of your Card, service or information by any person obtaining possession of it with your consent.
5. Any loss or damage arising directly or indirectly from any malfunction/failure of the Card or ATM arising out of your mistake.

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6. Any loss incurred by us and/or our correspondents in relation to payments. This includes, but is not limited to, any delay, errors and omissions. Further, we and our correspondents are not liable for any loss which you may incur because of payments delayed or withheld for pending confirmations related to the transaction.
7. Your failure to pay any amount to us, on the due date under the following Terms:
8. Your electronic instructions or telephone Instructions.
9. Your third-party authorizations or powers of attorney.
10. The execution of the standing orders and/or direct debits given by you.
11. Any transactions; or any damages incurred by us in respect of any amount, which is blocked due to our compliance with Regulations or in accordance with instructions from SAMA or any other competent authority or for any of our claims against you.

**21.2** Without affecting our rights and remedies under the Regulations, all costs and expenses relevant to the indemnity in this section shall be payable to us by you in accordance with the Terms and may be debited from your Account by us in accordance with the Terms, Regulations, the Banking Disputes Committee or judicial orders.

## 22. Right of Set-off

**22.1** We may at any time, apply all or part of the funds which are held in your name in any Account or financing arrangement with us (including, if applicable, before the maturity of a Murabaha Deposit) towards any amounts due to us under any financial transaction. All your Accounts, regardless of currency, shall only constitute one single Account. We shall, without prior notice, combine or consolidate all the Accounts with your liabilities, and set-off or transfer any sums standing to the credit of any such Accounts or any other sums owing from us in or towards satisfaction of any liabilities to us on any other Account or in any other respect whether such liabilities are actual or contingent.

**22.2** We may make any necessary conversions at the rate of exchange at which we are able to purchase the currency of your obligations or at our own prevailing rate of exchange displayed at our Stores /website's. All costs incurred by us in respect of the exercise of our right of set-off and reconciliation shall be for your Account and payable on our demand.

**22.3** We shall have the right to claim any outstanding amounts from you. Our failure to claim our rights on due dates shall not be construed as a waiver of any action in connection with your funds. You acknowledge and agree that we may take any action that secures recovery of amounts outstanding in amounts that are equal to the amounts outstanding and request payment of such amounts wherever appropriate in accordance with the Terms, Regulations, the Banking Disputes Committee or judicial orders. We shall donate any late payment charges, net of actual costs and expenses incurred, to a charity selected by us and approved by our Shariah Supervisory Board.

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