

SABB Umlaty Visa Card Terms & Conditions

Important: Before you use your SABB Umlaty Visa Card (the "Card"), please carefully read this Account Holder Agreement. The SABB Umlaty Visa Card is issued by The Saudi British Bank ("The Bank") on the following Terms and Conditions:

1. Issuing of Cards

- 1.1. Use of the Card is restricted to the "Account Holder" and subject to these Terms and Conditions, the Card remains valid until its date of expiry mentioned on the Card or cancelled/terminated according to Clause 8 "Cancelling this Agreement".
- 1.2. The Account Holder will not permit any other person to use the Card and will at all times safeguard the Card and any Personal Identification Number (the "PIN") issued, and keep it under his/her personal control.
- 1.3. In the event of a conflict between the two versions of these Regulations, the Arabic version shall prevail.
- 1.4. The Bank will maintain an account in the name of the Account Holder (the "Account") to which the value of purchases of goods and services, fees and charges effected by the use of the Card ("Card Transactions"), any other liabilities of the Account Holder arising under these Terms and Conditions and any loss incurred by the Bank arising from the use of the Card (or Card number) shall be charged including the legal fees.
- 1.5. The Bank may issue Supplementary Card(s) to any person nominated as a Supplementary Account Holder by the Account Holder. The Terms and Conditions of this Agreement shall apply to the use of any Supplementary Card(s) and the term the "Card" shall whenever applicable include such Supplementary Card(s). The Account Holder shall be bound by and be liable for the use of any Supplementary Card(s). In addition to its other rights and powers under this Agreement, the Bank may cancel any Supplementary Card(s) at any time, and seek the return of Supplementary Card(s) issued to the Supplementary Account Holder. The Account Holder will be solely liable for the principal Card and the Supplementary Card(s).

2. Conditions related to the Account

Managing your account and wallets

- 2.1. The Bank will provide the Account Holder with the Travel Card «SABB Umlaty Visa» which is a reloadable Visa card issued with a nominal limit of SAR10.00. that It has Account Wallets which hold multiple currencies offered at the Bank's discretion. The Account Holder has access to these Account Wallets through the Card and can use it to make purchases or withdraw cash from ATMs worldwide and locally wherever Visa is accepted. The card allows the Account Holder to take up to 5 foreign currencies and SAR and can be used for spending overseas and locally in restaurants, hotels and on-line. The maximum amount allowed for loading the SAR wallet is SAR75,000 per day or foreign currency equivalent from the Account Holder's current account and this is the limit across all available wallets.
- 2.2. The Account Holder can purchase the foreign currency from the SAR wallet and credit to the Account Holder's respective foreign currency wallet immediately at the prevailing currency conversion rate at the time of purchase of the currency. Where the foreign currency market is closed during the weekend or public holidays, weekend or public holiday currency conversion rate will be used.
- 2.3. The Account Holder has the right to object to any amount imposed on the account, taking into account the provisions of paragraph 5 of this agreement and the agreed prevailing charges.
- 2.4. The value of all Card Transactions will be charged to the Account in the appropriate currency of the Account Wallet as advised by the Bank. Card Transactions, which are effected in currencies other than the Account Wallet currencies, will be debited to the Account after conversion into the Default Account Currency at the prevailing rate of currency exchange. t. The default Account Currency is Saudi Arabian Riyals (SAR). WHEN MAKING A TRANSACTION AT A POS TERMINAL OR ATM, THE ACCOUNT HOLDER SHOULD SELECT 'CREDIT' AND NOT THE 'CHEQUE' OR 'SAVINGS' OPTION AND THIS WILL ACCESS THE AVAILABLE FUNDS IN THE WALLET. THE BANK DOES NOT PROVIDE ANY CREDIT IN CONNECTION WITH THIS CARD.
- 2.5. If there are insufficient funds available in the Account Holder's wallets, a transaction at POS or ATMs will be declined and the Account Holder can chose to transfer from his or her default wallet or transfer money from his or her current account to any of the wallets. All transfers made will be available in real time for use.

- 2.6. There will be no charge for loading the Card from the Account Holder's current account to the default currency (SAR) or to any of the foreign currencies offered by the Bank, at the prevailing currency conversion rate offered by the Bank.
- 2.7. The Account Holder will be informed through UmlatyNet or through the Umlaty mobile application application of the foreign currency conversion rate of the desired currency before the transfer is confirmed.
- 2.8. The Bank can choose to offer any foreign currency or remove any currency at any time after the Account Holder has been informed within 30 days.
- 2.9. If the Account Holder wants to load a foreign currency from the available balance of another foreign currency, the currency will be first converted to the default currency (SAR) and then to the new currency at the currency conversion rate that the Bank uses, which will be shown prior to transfer of currency.
- 2.10. The Account Holder can check the available balances of the default currency or any of the foreign currencies through that the Account Holder has registered with or the Umlaty Mobile Application that he or she has downloaded to the phone.
- 2.11. The bank does not provide any line of credit for the SABB Umlaty Visa Card. For all ATM and POS transactions, the available funds in the individual wallets will be deducted. If there are insufficient funds, the transaction will be declined.

Using your card at overseas ATMs and merchants

- 2.12. If the Account Holder is authorised by the Bank to use the Card at an ATM belonging to any Member Bank of Visa International or any other ATM as advised to the Account Holder from time to time, the following additional Terms and Conditions shall apply:
- The Account Holder shall accept full responsibility for all transactions processed by the use of the Card at any ATM that accepts it (the Bank's record of transactions processed being conclusive and binding for all purposes), and hereby authorises the Bank to debit the Account Holder's Account with the amount of any withdrawal or transfer effected by the use of the Card with or without the Account Holder's knowledge or authority. A withdrawal fee as stated in Clause 6.1 will be added by the Bank to the withdrawal amount. In addition to this fee charged by the Bank, the owner of the ATM may also charge a fee. SABB has no control over this fee and cannot refund or reverse such a charge. The maximum amount the Account Holder can withdraw from ATMs per day is SAR5,000 or foreign currency equivalent. This may differ in other jurisdictions and SABB has no control over the limit set by other bank's ATMs overseas.
 - The Bank's record of transactions processed by the use of the Card at any ATM shall be conclusive and binding for all purposes.
 - The Bank 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 Account Holder's mistake, the temporary insufficiency of funds in such machines or any other reason either within or beyond the Bank's control unless such occurs .
 - The Card can be used for ATM transactions or used to pay for goods and services in the Kingdom of Saudi Arabia.
- 2.13. The maximum value of purchases per day using the SABB Umlaty Visa Card is SAR75,000 or its foreign currency equivalent. This is the default value on the Card. The Account Holder can also select a lower daily purchase limit from Net or SABB Umlaty mobile application.
- 2.14. The Bank shall not be liable for the refusal of any merchant establishment to accept or honour the Card, nor shall the Bank be responsible in any way for the goods or services supplied to the Account Holder. The Account Holder must resolve any such complaints directly with the merchant establishment. The Bank shall have no responsibility in this respect. No claim by the Account Holder against the merchant establishment may be the subject of a claim against the Bank. The Bank will credit the Account Holder's Card Account with the amount of any refund only upon receipt of a properly issued credit voucher from the merchant establishment.
- 2.15. In some merchant establishments like hotels and car rental companies, a form of guarantee, also called pre-authorisation, may be requested with a payment card. You may use your SABB Umlaty Visa Card as a guarantee but please be aware that the pre-authorisation amount will be deducted from your available funds from one of your wallets. This will then reduce the amount you have available for withdrawals or purchases. It is recommended that you use a debit or credit card as a form of guarantee.

- 2.16. The Account Holders must not use the Card for any unlawful purposes, including the purchase of goods or services prohibited by the Shariah laws. The Card also shall not be used for any purchases or services prohibited by Shariah. In case of such use, the Bank reserves the right to cancel the original Card and any Supplementary Cards.
- 2.17. Where the options exist, when making a transaction at a POS Terminal or ATM, the Account Holder should select 'credit' and not the 'cheque' or 'savings' option.

3. Lost or Stolen Cards

- 3.1. The loss or theft of a Card must be reported to the Bank's Call Centre on one of below numbers A Police Report must also be made of the lost/stolen Card and a copy sent to the Bank if there is suspected misuse. The Account Holder will be responsible for any unauthorised Card Transactions effected before notification of the loss or theft has been received by the Bank's Call Centre. The maximum potential liability to the Account Holder as a result of lost/stolen Cards will not exceed the available balance on the account of the Card.

Product	Toll Free (within KSA)	From outside KSA
SABB Umlaty Visa Card	920 022 747	+966 920 022 747

- 3.2. After receipt by the Bank of notification of loss or theft of a Card to the Bank's Call Centre, or blocking the card through the SABB Umlaty mobile app the Bank will block the Card. The Account Holder will thereafter have no further liability provided that the Account Holder has acted in good faith and provided that the disputed transaction was processed following the customer reporting to SABB of the theft/lost incident and with all reasonable care and diligence in safeguarding the Card unless it has proved to the Bank that he acted in bad faith. In case the Account Holder recovers the Card, he/she shall report the matter to the Bank and the police and immediately hand over the recovered Card to any of the Bank's Card Service Centres in the country for destruction. The Account Holder must not make any attempt to use the Card.
- 3.3. The Account Holder will be liable for all losses to the Bank arising from the use of the Card by any person obtaining possession of it with the Account Holder's consent.
- 3.4. The Bank may exercise its absolute discretion to agree to issue a replacement Card for any lost or stolen Card which shall be issued on the same Terms and Conditions as the original Card or as may be amended from time to time. The Bank reserves the right to charge a replacement/ handling fee to the Account Holder's Account and notify the Account Holder.

4. Card Transactions

- 4.1. The Primary Account Holder shall be liable for all transactions incurred under the Supplementary card if any is issued.
- 4.2. All transactions made at ATMs, POS and on-line on this Card can be viewed and printed from UmlatyNet and Umlaty Mobile Application.
- 4.3. Any Purchases can be made by the SABB Umlaty Visa Card through on-line merchants in a foreign currency if funds are available in the respective wallets. These transactions will be secured through Verified by Visa (VBV) one-time password (OTP).

5. Payment and Obligations

- 5.1. The Account Holder can view the transaction history by either checking the provided online banking channel from the Bank. If there is any objection to any transaction the Account Holder needs to notify the Bank within 45 days from the date of the statement. The Bank will charge the customer a fee for each claim the customer submits that is unsuccessful and is not accepted by the merchant. If the Bank finds that the transaction was not made by the customer, the Transaction Dispute Fee will be refunded within 30 to 120 days.
- 5.2. The Account Holder needs to keep the Personal Identification Number ("PIN") secure. The Account Holder is responsible for all transactions that are performed on the Account through the card.
- 5.3. The Account Holder will be held liable for all obligations when transacting online using the Card.
- 5.4. Account Holder's funds will be accessible to all Supplementary Cardholders. The Primary Account Holder may set limits on the Supplementary Cardholder's usage of the available funds at any time and at the Bank's discretion and within the allowed limits approved by the bank, based on the total available funds at any one time on the primary account
- 5.5. If the card holder is proven to have engaged in any fraudulent behaviours relating to the disputed transactions, and if

the card holder refuses to provide relevant necessary materials for the investigation of the disputed transaction, the bank shall have no liability for the disputed transactions.

6. Fees and Charges

6.1. The Account Holder will be charged a non-refundable Issuance Fee once the application is approved. as it appears in the schedule mentioned below. All other fees and charges related to the Umlaty product is detailed below:

Name of Charge	Fees
Issuance fee	SAR 105*
Annual Fee	SAR 78.75*
Replacement Fee	SAR 52.50*
Transaction Dispute Fee	SAR 52.50*
Cash Withdrawal Fee (Overseas)	Equivalent to: SAR 21*
Cash Withdrawal Fee (Local)	SABB ATMs SAR 5.25* Other ATMs SAR 21.00*

*Charges are inclusive of Value Added Tax at the prevailing rate as determined by the Saudi Government (5% as of January 1st 2018)

- 6.2. The Bank reserves the right to amend the Card Fees and Charges from time to time, at its discretion. Any such variations or amendments will become effective and binding on the Account Holder upon notification to the Account Holder by any means the Bank deems fit. Use of the Card after the date upon which any change to these Terms and Conditions is to have effect (as may be specified in the Bank's notice) will constitute acceptance without reservation by the Account Holder of such change. However, in case of his objection or non-acceptance, the Account Holder has the right to terminate the Account and Card.
- 6.3. The applicant must pay all costs and charges due on the account which include the issuance, replacement and renewal of the card. The bank reserves the right to automatically deduct the fee and charges from the card account or from the customer's current account with the bank.
- 6.4. The issuance and annual fees are non-refundable, and are subject to change in the future.
- 6.5. If the account holder chooses not to accept any of the terms, he or she may cancel the agreement within 10 days from the date of the application submission or after he or she have been informed of the terms and conditions from any of the bank channels, as long as the card is not activated.
- 6.6. In case the customer requires a replacement card to be sent overseas, the customer will bear the prevailing courier charges and these will be debited to the Card account.
- 6.7. The Transaction Dispute fees will be deducted from the account of Umlaty card. If the customer's objection is invalid, the fees will be charged back to the account (within 30-120 days) from the date of confirmation of the invalidity of the objection.
- 6.8. The Replacement Card fee will be deducted from the Account Holder's current account or the account registered for the Umlaty card.

7. Renewal/Cancelling the card

- 7.1. The card will expire in 3 years from the date of issuance.
- 7.2. The Account Holder has the option to cancel the Card at any time.
- 7.3. The Account Holder's Card will be automatically renewed one month prior to the expiration date and, the Bank will continue to do so unless the customer informs the bank to cancel, or terminate the Card and subsequent Account.
- 7.4. If the Account Holder disagrees with the Terms & Conditions, the Bank has the right to cancel/block the card prior to the expiration date.
- 7.5. The Bank has the right to block the card if a fraudulent transaction is identified on the Card, the Bank is obligated to re-issue a new card for the Account Holder instantly.

8. Cancelling this Agreement

- 8.1. The Bank may terminate this Agreement with the Account Holder at any time by cancelling the Card with or without

prior notice and with or without assigning any reason, or refusing to renew the Card. The Account Holder may terminate the Agreement at any time by written notice to the Bank accompanied by the return of the Card and any Supplementary Cards.

- 8.2. The whole of the Amount Remaining on the Account Holder's Account shall be returned to the Account Holder's existing Current or Savings account on the termination of this Agreement, All foreign currency amounts will be converted at the prevailing currency conversion rate.
- 8.3. The Card remains the property of the Bank at all times and shall be returned to the Bank upon request, together with any Supplementary Card(s) for which the Account Holder is liable.
- 8.4. Where this Agreement relates to the use of a Supplementary Card, the Account Holder may terminate this Agreement (in so far as it relates to the use of the Supplementary Card) by written notice to the Bank accompanied by the return of the Supplementary Card. Unless and until such termination takes place, the Bank shall provide a renewal Supplementary Card to the Account Holder from time to time.
- 8.5. If, for any reason, the Account Holder fails to comply with the Terms and Conditions of this Agreement or refuses to accept any amendments, the Bank may terminate this Account Holder Agreement and proceed to refund any balances on the card to the Account Holder's Current/Savings Account. Outstanding balances of foreign currencies on the card will be converted at the prevailing exchange rate at the time of transfer and may be different when these currencies were loaded to the various wallets. The Account Holder shall be responsible for all costs, charges and expenses incurred by the Bank including legal fees on a full indemnity basis.

9. Authorisation and indemnity for telephone and facsimile instructions

- 9.1. The Account Holder authorises the Bank to rely upon and act in accordance with any notice, instruction demand or other communication which may from time to time be, or purport to be given by telephone, through internet or facsimile by the Account Holder or on his/her behalf (the "Instructions") without any enquiry on the Bank's part including, without prejudice to the generality of the foregoing, as to the authority or identity of the person giving or purporting to give the Instructions and regardless of the circumstances prevailing at the time of receipt of the Instructions.
- 9.2. The Bank shall be entitled to treat the Instructions as fully authorised by and binding upon the Account Holder and the Bank shall be entitled to take such steps in connection with or in reliance upon the Instructions as the Bank may consider appropriate, whether the Instructions include Instructions to pay money or otherwise to debit or credit any account, or relate to the disposition of any money, securities or documents, or purports to bind the Account Holder type of transaction or arrangement whatsoever, regardless of the nature of the transaction or arrangement or the amount of money involved.
- 9.3. The Bank under terms of this authorisation and indemnity is not obliged to accept and act upon telephone and facsimile instructions which include the following:
 - Change in Mandate
 - Change to authorised signatories
 - Power of Attorney to another person/entity
 - Closure of the account(s) and transfer of the remaining balance by any means
- 9.4. In consideration of the Bank acting in accordance with the terms of this authorisation and indemnity, the Account Holder hereby irrevocably undertakes to indemnify the Bank and to keep the Bank indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses (including the legal fee) incurred or sustained by the Bank of whatever nature and howsoever arising out of or in connection with the Instructions.
- 9.5. The terms of this authorisation and indemnity shall remain in full force and effect unless and until the Bank receives, and has a reasonable time to act upon, notice of termination from the Account Holder in accordance with the terms of the Mandate, save that such termination will not release the Account Holder from any liability under this authorisation and indemnity in respect of any act performed in accordance with the terms of this authorisation and indemnity prior to the expiry of such time.

10. General

- 10.1. Whenever required by the Bank, the Account Holder shall furnish data concerning his/her financial position to the Bank. The Account Holder further authorises the Bank to verify the information furnished. If the data is not furnished when called for, the Bank at its discretion may refuse renewal of the Card or cancel the Card forthwith. The Account Holder must notify the Bank in writing as soon as possible of any changes in the Account Holder's address and telephone numbers of office/residence/mobile. Failure to do so will relieve the Bank from any further liability with regards to official correspondence.
- 10.2. The Account Holder authorises the Bank to disclose information concerning the Account Holder and Supplementary Cardholder or the Account Holder's and Supplementary Cardholder's Account to the Saudi Arabian Monetary Agency, banks and competent authorities. The Account Holder also authorises the Bank to collect from and or disclose to SAMA such information as the Bank may require at its discretion, to establish, review and or administer the account with the Bank.
- 10.3. The Account Holder irrevocably agrees that the Bank may subcontract the provision of the services provided to the Account Holder or any part thereof to any third party, whether or not that third party operates in another jurisdiction or territory. The Bank shall remain liable to the Account Holder for any recoverable loss or damage incurred and maintain the confidentiality of any such information to the same extent as the Bank.
- 10.4. The Bank may assign the processing of information related to the Account Holders abroad within the HSBC Group or any other place.
- 10.5. Account Holder telephone calls may be recorded and retained by the Bank.
- 10.6. This Agreement supersedes any similar agreement with the Bank in connection with the Account and issue or use of the Card, such agreement being hereby cancelled.
- 10.7. The Bank reserves the right at all times to vary or amend the foregoing Terms and Conditions or to introduce new Terms and Conditions. Any such variations or amendments will become effective and binding on the Account Holder upon notification to the Account Holder by any means the Bank deems fit. If the Account Holder is unwilling to accept any such variations or amendment, the Account Holder must return the Card along with Supplementary Card(s) to the Bank for cancellation. The Account Holder will indemnify the Bank against Card Transactions of these Card(s) prior to the return of the Card and any Supplementary Card(s) to the Bank.
- 10.8. The Bank shall not be liable for any loss suffered by the Account Holder if the Bank is prevented from or delayed in providing the Account Holder with any banking or other service due to strikes, industrial action, failure of power, supplies or equipment, or causes beyond or outside its control.
- 10.9. This Agreement shall be construed and governed by the laws of the Kingdom of Saudi Arabia and any dispute shall be referred to the competent legal authority to decide on, that is consistent with Shariah principles.
- 10.10. Without prejudice to the provisions of the Saudi Value Added Tax Law and its Implementing Regulations, the Bank will charge a Value Added Tax at the rates prevailing by the Saudi Government from time to time without the need to obtaining the prior approval of the Cardholder VAT amount - if applied - will be disclosed with every transaction.