

Tomouh Low Limit Card Terms and Conditions:

1. Definitions

1-1 Customer: The customer is the person who submits an application to obtain the card and he is the bearer of the main card. He is also responsible for all due amounts and consequences on the use and the issuance of the primary card and additional cards.

1-2 Cardholder: Cardholder is the person whose name appears on the card and the term cardholder includes the primary customer; the bearer of primary card. It also includes the additional cards' bearers.

1-3 An International transaction: is any transaction performed at a merchant who is registered outside Saudi Arabia or any transaction performed with-non Saudi Riyal currency.

2. Issuance of Card

2-1 The use of the card is only restricted to the cardholder and it is subject to these terms and conditions and the card shall remain in force until the expiration date shown on it.

2-2 Cardholder must maintain the card and do not let anyone else use it. And the cardholder is committed to keep the Personal Identification Number (PIN) under his supervision and personal responsibility.

2-3 The bank keeps a record of the cardholder (the card account) and records the value of goods purchases, services purchases, cash withdrawals, fees and expenses occurred due to the use of the card (Card transactions) and any other obligations on the customer occurred under these Terms and Conditions, and any losses incurred by the Bank because of the use of the card or the card number. An account statement of the amounts that have been recorded on this account will be sent to the customer on the latest address he/she informed to the bank.

2-4 Under this Agreement, the bank has the right to issue a primary card and supplementary cards for the spouse, children and parents who are dependent on the customer as supplementary cardholders where the terms and conditions of this Agreement are applicable on the use of any of the cards mentioned herein. Wherever the word Card appears in this Agreement, it includes the primary card and the supplementary cards without effect on the rights and powers of the customer. The customer will be responsible for the use of the primary card and the supplementary cards. The Bank has the right to cancel the primary card as well as the supplementary cards at any time, and request for their return and the customer alone is responsible to do this.

2-5 Not receiving the card account statement is not an excuse for the customer for not paying the due amount. The customer can find out the due amounts on the card through the bank toll-free phone or AlJazira Online <https://online.bankaljazira.com> or by visiting any branch of AlJazira Bank.

3 Card Account Conditions

3-1 The customer is fully responsible for all credit facilities and / or other facilities granted by the bank regarding the card and all the relevant expenses regardless of ending or termination of this Agreement.

3-2 The customer may be provided with copies of sales receipts or cash withdrawals for an extra fee of 10 riyals per page paid by the customer. It may take a period of 30 days to provide copies of sales' receipts after the submission of a written request from the customer to the bank.

3-3 All card transactions are recorded against the card account in the currency of the card as soon as the Bank is informed. As for card transactions that are in a currency, other than the account currency, these will be charged to the card account after their conversion into the currency of the account at the exchange rate determined by the Bank at the time of conversion.

3-4 When the cardholder uses his card on the ATMs, the following terms and conditions will be applied:

- a) The customer is fully responsible for all transactions carried out by using the card in the ATM that accepts the card (and the bank records of those transactions are final and binding for all purposes) based on that, the customer authorizes the bank to keep record of the amounts of any withdrawal or transfer to the current account or any other account using the card whether its use has been done with or without the customer's knowledge or with or without his approval.
- b) Bank records of transactions carried out using the card at any ATM machine are final and binding on the customer.
- c) Bank shall not be responsible for any loss or damage occurred directly or indirectly from any defect or failure that happens to the card or ATM due to an error committed by the cardholder or others or due to insufficient balance on a temporary basis in those machines or for any other reason outside the bank control unless it is the result of negligence or misuse from the bank.

3-5 The customer must inform the Bank's services management in writing about any changes to the address and telephone numbers of business / office / home / customer's mobile as soon as possible

3-6 The bank shall not be responsible for any merchants that refuse to accept the card. It will also not be in any manner responsible for the goods or services that are provided to the cardholder and the cardholder must solve any of those complaints directly with the merchants. The bank will not assume any responsibility in this regard. Any lawsuit from the cardholder against the merchants will not be a subject of claim or compensation against the bank. The bank will not record any refunded amount in the customer's card account, but will pass it to the creditor for the benefit of the customer.

3-7 The cardholder is not permitted to use the card for any illegal purpose, including the purchase of goods or services that are prohibited under the laws of the Kingdom of Saudi Arabia and it is not permissible to use the card in purchases or services which are not Sharia compliant. It is not permissible to use the card in buying gold or silver. In case that happened, the Bank has the right to cancel the primary card and any other supplementary cards and the customer must pay the due amounts immediately.

3-8 The Bank is committed to update the credit record of the customer with the Saudi Credit Bureau (SIMAH) on a regular basis.

3-9 **The term "account statement error/disputed transaction" shall represent any transaction posted to the Cardholder's Credit or Charge Card account, resulting in an error in the overall balance. Account statement errors shall include the following:**

- a) **An Unauthorized use transaction that is not made by the Cardholder or person authorized by the Cardholder.**

- b) A transaction on which the Cardholder requests additional clarification including documented evidence.
- c) Failure by the Card Issuer to properly credit a payment or any other amount deposited in the Cardholder's account.
- d) Accounting error made by the Card Issuer, so that a charge would be lower or higher than it should be including the imposition of fees or term cost that are not in accordance with the terms and the agreement in force.
- e) The Card Issuer's failure to deliver a monthly account statement to the Cardholder's address on record.
- f) Any other errors related to Cardholder transactions.

4. Lost or Stolen Cards

4-1 Cardholder must report a lost or stolen card to the banking services management of the bank on the phone number 8002440404 (from within the Kingdom) or +966114317474 (from outside the Kingdom). The customer will be responsible for any transactions made on the card before the Bank receives any notice by telephone reporting the loss or theft of the card.

4-2 After the bank receives the notice of the card loss or theft as described in clause 4-1 by the customer addressed to the Bank, then the bank stops the card reported as lost or stolen and the customer will not bear any other responsibility after reporting, provided that he has reported in good faith and has made every necessary attention and effort to maintain the card. Unless it is proved to the bank that his behavior was in bad faith, and in case of finding the card, the cardholder must inform the bank immediately and give the card back to one of the bank branches for the purpose of destroying it. The cardholder must not try to use it.

4-3 Regardless of the violation of any mentioned provision, the customer is responsible for all losses incurred by the Bank as a result of the use of the card by any person who obtains the card with the customer's approval.

4-4 The Bank may alone and according to its absolute decision approve the issuance of a replacement card for any lost or damaged card and it will be issued in the same terms and conditions of the lost or damaged card or as may be amended from time to time. The Bank reserves the right to charge a replacement fee at the expense of the customer and inform the customer, and the customer has the right to accept or reject the replacement card if the customer had no objection within 2 weeks or if the customer activated the card.

4-5 Registering (Provisioning) the card in mobile wallets such as ApplePay, MADA Pay...etc. is an unconditional and irrevocable authorization issued by the Customer to the person using the mobile or any accessories that accept mobile payment at any time for any transaction. The Customer is therefore directly responsible for all obligations arising from these transactions as if these obligations originated from the Customer himself. In the event of loss of the card, mobile phone or any accessories that accept mobile payment (in case the card is provisioned in such wallets), the Customer shall immediately notify the bank of the request to stop mobile payment transactions. The Customer shall be responsible for any transactions performed by mobile\ accessories before the Bank's call center receives written or telephone notification to stop the mobile payment transactions

5. Credit Limit

5-1 Tomouh card is issued with a low credit limit of SAR 50.

6 Payment of the Card Transactions

6-1 The customer not signing any sales receipts, coupons, cash withdrawals or postal orders, does not excuse him of his responsibility towards the bank with regard to such sales, cash withdrawals or postal orders. In case the customer's objection to any amount contained in the monthly statement, he must inform the bank within 30 days from the date of issuing the statement according to the mechanism instructed by the bank otherwise, the bank does not guarantee the acceptance of the objection on the transaction performed by bank and / or merchant. A dispute fee will be charged as mentioned in the price table in case the objection is not true.

6-2 The Bank shall use any payments made by the Customer to pay the obligations arising from the use of the Card to the Bank under the Terms and Conditions in the order approved by the Bank.

6-3 The customer has the right to choose between paying the minimum due as specified in the statement sent monthly to him or making a full payment of the total due amount. If the customer did not pay the full due amount, this will be considered as an acceptance from the customer to perform Tawaroq process to repay his due at a monthly profit margin as mentioned in the price table. Consequently, the Bank will conduct the Tawaroq process with the customer's agent to enable the bank to use the funds obtained by the customer from the process of Tawaroq to repay the total due amount on the card account statement. And the total value of the Tawaroq process will be shown in the next card statement. The Tawaroq process will be due in one month, and the customer is required to repay on the due date of the following month. Except for low credit limit cards, the full amount due on the card must be paid.

6-4 The Bank determines, from time to time and at its absolute discretion, the minimum amount that the customer should pay immediately on the payment date specified in the monthly statement.

6-5 The Bank sends the monthly card account statement on the tenth (10th) calendar day from each month to the last email address provided by the customer to the Bank. The customer can view the card statement through the Bank's official channels (AlJazira Online, AlJazira Smart, AlJazira Phone) where it includes details of the total due amount on the card account including the amounts of purchases and cash withdrawals, as well as the date by which the minimum amount to be paid to the Bank must be paid as well as any previous minimum amounts due from the Bank. Any previous statement of account has not been paid, any amount above the credit limit and any other charges as described in the card use instructions.

6-6 If the customer fails to pay the amounts due on the due date, the card will be stopped and Tawaroq processes will be carried out for three consecutive months and will be shown in the customer's credit record with the Bank and Saudi Credit Information Company (SIMAH) and the customer's credit status will not be updated until after the payment of the full amounts due to the customer. Failure to pay may expose the customer to claims, claims and legal proceedings. For the low credit limit cards, the full amount due on the card must be paid, and in case of non-payment, the amount will be deducted from the customer's current account and the card will be permanently canceled.

6-7 The bank must notify the customer of any amendment or change regarding the following

matters in this paragraph relating to the credit card Agreement by notifying the customer from the Bank's official channels within a period of not less than 30 calendar days prior to the amendment implementation, the matters are as follows:

1. Any increase in the annual fees and/or administrative expenses that are charged to the customer.
2. Any increase in expenditures and / or recurring charges.
3. Any new fees or expenses.

The customer acknowledges that in case of non-acceptance of the amendments made by the bank and informed them within 14 days, the bank will treat such refusal as a request for card cancellation, and the bank will not return any amounts paid by the customer in order to obtain the card.

6-8 The bank has the right to charge the annual fees mentioned in the price table upon issuing the card, and if the customer cancels the card within 10 days from the date of receiving it, the customer has the right to collect the card fees as long as the card was not activated.

6-9 If the Customer notifies the Bank of his intention to terminate the Multi-Currency Card Agreement with within 10 days from the date of receipt of the Card issued and approved by the Bank, the Bank may not collect any fees from the Customer or even claim them unless the Customer activates the Card.

7. Card Transactions

7-1 The bank calculates all types of fees mentioned in the card fees summary table according to the card category plus the value added tax, and it is credited to the customer's card account, and is considered part of the customer's outstanding card receivables, and the fees are not refundable.

7-2 The Bank charges a fixed fee for each cash withdrawal/cash transfer transaction/transfer to digital payment wallets as mentioned in the price table and it is recorded on the customer's card account regardless of the withdrawn amount, and the maximum amount for each cash withdrawal/transfer transaction/transfer to digital payment wallets is SR 5,000.

7-3 The bank must notify the customer of any amendment or change regarding the following matters in this paragraph relating to the credit card Agreement by notifying the customer from the Bank's official channels within a period of not less than 30 calendar days prior to the amendment implementation, the matters are as follows:

1. Any increase in the annual fees and / or administrative expenses that are charged to the customer.
2. Any increase in expenditures and / or recurring charges.
3. Any new fees or expenses.

The customer acknowledges that in case of non-acceptance of the amendments made by the bank and informed them within 14 days, the bank will treat such refusal as a request for card cancellation, and the bank will not return any amounts paid by the customer in order to obtain the card.

7-4 The bank has the right to charge the annual fees mentioned in the price table upon issuing the

card, and if the customer cancels the card within 10 days from the date of receiving it, the customer has the right to collect the card fees as long as the card was not activated.

7-5 The Bank may cancel the Card if the Customer does not activate it within (3) three months from the date of issuance, without being obliged to refund the Customer's annual fees, and without any legal liability to the Customer.

7-6 International Transactions: If the customer uses the card to pay for international purchases or services outside Saudi Arabia or any merchant registered outside Saudi Arabia, the amount will be deducted from the card balance in Saudi Riyals according to the exchange rate determined at the time of the transaction, in addition to the bank fees for international use as mentioned in the price table. The customer shall bear the differences arising from the difference in exchange rates between currencies of the day of the transaction.

7-7 The Bank charges international transaction fees when the customer uses his/her card for any international transaction inside and/or outside the Kingdom, whether online, through points of sale or ATM cash withdrawals, irrespective of the currency chosen by the customer on payment, even if the payment has been made in Saudi Riyals, as long as the performed transaction is an international transaction. The Bank has the right to amend the fees from time to time. Any amendment, if any, shall be carried out after the customer has been notified of the amendment within at least 30 days.

8. Agreement Cancellation and Termination

8-1 The Bank may terminate this Agreement with the customer at any time by cancelling the card within 30 business days' notice period specifying a reason or refusing to renew the card. The customer may also terminate the Agreement at any time by written notice to the Bank accompanied by returning the card and any supplementary cards.

8-2 All existing amounts owed by the customer become due and payable to the bank when terminating this Agreement. The customer agrees that the bank shall have the right to hold any amounts credited to the current account or any other account maintained by the customer at the bank or any reserved deposits at the Bank as guarantee to issue the card and/or the supplementary cards for a maximum period of 45 days after virtually returning the card or any supplementary cards to the bank, and the bank makes clearance for all amounts owed by the customer to the bank versus any amounts on hold without notifying the customer. Clause will be applied as per SAMA regulations.

8-3 In case the customer becomes bankrupt, all existing amounts he owes on the primary card and supplementary cards become due and payable immediately under these terms and conditions and supplementary cardholders must immediately stop using those cards and return them to the bank.

8-4 The card remains bank property at all times and must be returned to the bank upon request with any supplementary cards the customer is responsible for.

8-5 The customer may cancel the related supplementary cards of this Agreement by giving a notice to the bank by giving written notice to the bank accompanied by returning the supplementary cards. The Agreement shall remain in force until the payment for the card

transactions done by using the supplementary cards and all amounts payable under these Terms and Conditions are submitted to the bank. And if this Agreement is not terminated, the bank will renew the supplementary cards to cardholders from time to time.

8-6 If the customer fails - for whatever reason - to comply with the terms and conditions of this Agreement, the bank may terminate this Agreement and ask the customer to pay all outstanding amounts he owes, hereunder. The customer will be responsible for all expenses, fees and expenses incurred by the bank, including legal fees aiming for full compensation.

9. Authorization and Compensation for the Instructions Issued by Telephone and Fax

9-1 The customer may request the bank to act in accordance with any notice or instruction, request or any other message that the customer may issue from time to time by phone, fax, or believes it is issued on his behalf (instructions) without the bank inquiry, and without prejudice in the general rules of authorization or the identification of the person who issued the instructions or who is believed to be from him, regardless of the circumstances at the time of issuing the instructions.

9-2 The bank may consider the instructions are issued by full authorization of the customer and he is obliged by them. And the bank has the right to take the necessary steps in regard to the instructions whether the instructions provided guidance to pay money, debit from any account or related to disposition of any funds, securities, documents shows that the customer is obliged to any other type of transactions or arrangements whatsoever regardless of the nature of the transaction, arrangement or the amount associated with it.

9-3 The bank shall not be bound by the terms of this authorization to accept instructions by telephone and fax and act whereby if they contain the following:

- a) Change in the authorization
- b) A change in the person authorized to sign
- c) To grant power of attorney to another person or another entity
- d) To close the account / accounts and transfer the remaining balances by any means

9-4 Under the bank acting according to the terms of this authorization and compensation, the customer undertakes irrevocable pledge to compensate the bank and protect it at all times from and against all losses, claims, lawsuits and legal proceedings, claims, damages, costs and expenses incurred by the bank or borne of whatever nature or causes arising in connection with the instructions.

9-5 This authorization and compensation terms remain valid and fully effective until the bank receives notice of termination from the customer in accordance with the terms of the authorization on condition that the bank has the time to act accordingly, except that such termination will not relieve the customer from any liability resulting from this authorization.

10. General Provisions

10-1 The customer approved in an irrevocable consent that Bank AlJazira to collect the relevant personal data concerning me/us or my/our (company /establishment/firm) to the minimum extent necessary to provide the services and products of Bank AlJazira, in order to ensure data subject rights and obligations in accordance with the Personal Data Protection Law, policies and instructions of the Saudi Central Bank (SAMA) .In addition to that ,I/We hereby irrevocably

consent and authorize The Bank to process this data (including: recording, saving, indexing, organizing, formatting, storing, modifying, updating, consolidating, retrieving, using, disclosing, transmitting, publishing, sharing, linking, blocking, masking, erasing and destroying). The Bank shall not be responsible to me/us or to the others for any direct or indirect obligations or consequences resulting from this consent, except as required by law.

10-2 The relationship between the customer and the businesses, merchants or companies who accepted the card, and the bank is an ensuring relationship where the bank insure to the businesses, merchants or companies who accepted the card the debt owed by the customer as a result of using the card under the provisions of this Agreement.

10-3 The bank may, upon its sole discretion, to transform and disclaims, and in any capacity, partly or wholly for any amounts owed by the customer, and the customer should pay all unpaid amounts and if necessary to claim payments through collecting agents or recourse to the law for the force for the payment.

10-4 The customer must provide the bank with data about his financial status when requested by the Bank. The customer also authorizes the bank to verify the validity of such data and in case of failure to provide such data to the bank upon request, the bank may – upon its sole discretion - refuse to renew or cancel the card immediately.

10-5 The documents attached to the application form are owned by the bank and the customer is not entitled to take them back.

10-6 Using the card on the Internet is a complete responsibility of the customer/ cardholder. Note that using the card by its number and PIN code is considered as a signature of the customer/ cardholder to perform the transaction.

10-7 The customer authorizes the bank to send customers' and supplementary cardholders' data declaration and primary card and supplementary cards accounts details to Saudi Central Bank (SAMA), banks and the concerned authorities. The customer authorizes the bank to get and / or disclose to the Saudi Credit Bureau (SIMAH) or any other certified parties by the Saudi Central Bank such information may be required by the Bank at its discretion to prove, review or manage the account / facilities at the bank.

10-8 The customer approved in an irrevocable consent that the bank may at its discretion exchange any information or data regarding the customer and / or cardholder or his transactions with any internal function, (Including the purpose of preventing fraud, auditing, or the providing services by a third party, collecting a debt or pursuant to a request of any government organizations or regulatory authorities).

10-9 The customer approved in an irrevocable consent that the bank may assign to a third party the process of providing services to the customer or any part of it, whether this third party works or does not work within another judicial jurisdiction or any other area. The bank will remain responsible to the customer for any refundable losses or damages incurred and to maintain the confidentiality of this information just as carried out by the bank.

10-10 The customer agrees to receive phone calls and text messages from Bank AlJazira for marketing purposes and to sell products and services provided by the bank, and the customer agrees to record all calls made between the customer and the bank, and the recorded calls are officially authenticated and can be consulted and acted upon when needed.

10-11 The customer authorizes the bank without notice to combine the payable due amounts on the card account with any other account maintained by the customer at the bank and to conduct clearing or transfer any other of the customer 's payable accounts balance to meet his obligations to the Bank in accordance with these terms and conditions. Clause will be applied as per SAMA regulations.

10-12 The Bank has the right to change or modify any of these terms and conditions in relation to the issuance or use of the card (cards) and the bank will inform the cardholder of the new modifications in the manner that the bank deems appropriate, and those modifications become valid and effective after (30) days from the date of notice of the cardholder, at which point the cardholder becomes bound by the amendments, unless the cardholder pays the full amounts due to the bank for transactions that have been used (cards) and the cardholder cancels the card before the date of these modifications.

10-13 In the event that any modifications/changes to the terms and conditions of this agreement are made by the bank, and the cardholder does not agree to such modifications/changes, the cardholder may terminate this agreement within 14 days of receiving the bank's notification of that change/modification and after settling all existing assets in the card account. And the card remains the bank's private property at all times and the cardholder undertakes to return it to the bank at the bank's request.

10-14 The bank shall not be responsible for any loss incurred by the customer in the event of the bank prevents or delays providing the customer and the cardholder with banking services or any other services because of an events and reasons of force majeure like turmoil, the publication of regulations, decrees, directives, regulations or the provisions of the concerned authorities or any reasons beyond the bank control.

10-15 The customer remains responsible for any fees incurred, if for any reason mentioned in item 10-14, the account statement does not reach the customer.

10-16 The Bank, at any time, may request any document (documents) from the customer or the cardholder that the Bank deems necessary to enforce this Agreement or any of the transactions to be conducted using the card by the customer or the cardholder.

10-17 The customer shall update personal identification data (ID) approved in his own card account records at the bank and the personal identification data (ID) must be always valid and the bank shall not be responsible for the blocking of the card as a result of the violation of this obligation.

10-18 The customer shall update his personal contact data like mailbox and mobile number with the bank records for the card account and the bank shall not be responsible for failure to inform the customer of any amendments thereto this Agreement as a result of a violation of this obligation.

10-19 This Agreement is subject to and interpreted in accordance with the rules and regulations in force in the Kingdom of Saudi Arabia and any dispute will be transferred to the concerned judicial authority for its rule without contradicting the provisions of Islamic Sharia.

10-20 The card must be signed by the customer and cardholder at the back of the card as soon

as he receives it.

10-21 The Bank sends marketing messages for credit cards or other financial products and banking services and the cardholder agrees to receive such offers unless the cardholder notifies the bank that he/she disagrees to receive them.

10-22 The customer agrees to receive calls from the bank for promoting banking products (all retail products and services), and authorizes the bank to inquire and get any information that belonged to the customer from Saudi Credit Bureau (SIMAH) as an initial acceptance for the product after providing the customer with all information about the product or/and service and can stop receiving marketing messages for the bank by submitting a request to the Bank on 800 244 0404.

10-23 The airport lounge access program it depends on the type of card and the service provider (Visa/MasterCard) and is subject to the terms and conditions provided by them, including but not limited to: the number of free entry times, lounges participating in the program and others apply. Please visit AlJazira website for a list of approved lounges and updated by the service providers.

10-24 Atheer Contactless service allows the cardholder to use it in electronic payments by not exceeding the payment limit for Atheer service specified by Bank AlJazira without entering the PIN number through the NFC technology where the customer passes the card in front of the special device and acknowledges the customer's knowledge of the risks associated with conducting operations through this service and takes full responsibility for the operations through. The Bank has the right to amend the payment limit in accordance with the relevant regulations without having to encounter customer's consent.

10-25 Registering (Provisioning) the card in mobile wallets such as Apple Pay, mada Pay...etc. is an unconditional and irrevocable authorization issued by the Customer to the person using the mobile or any accessories that accept mobile payment at any time for any transaction. The Customer is therefore directly responsible for all obligations arising from these transactions as if these obligations originated from the Customer himself. In the event of loss of the card, mobile phone or any accessories that accept mobile payment (in case the card is provisioned in such wallets), the Customer shall immediately notify the bank of the request to stop mobile payment transactions. The Customer shall be responsible for any transactions performed by mobile\ accessories before the Bank's call center receives written or telephone notification to stop the mobile payment transactions.

10-26 The Arabic language is the authorized language in interpreting and executing this Agreement. If there is any discrepancy between Arabic and English text, the Arabic text prevails.

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