



## TERMS and CONDITIONS

## الشروط والاحكام

<p><b>1- The Bank is at liberty to execute the transfers at my/ our entire responsibility. The Bank shall not be liable for any loss, delay, error, omission which may occur in the transmission of the SWIFT message or for its misinterpretation when received or for any delay caused by the laws and regulations in the country wherein payment should be disbursed or for any act of default or negligence of the beneficiary's bank. The Bank shall not be liable, under any circumstances, for any direct or indirect damage or loss.</b></p>	
<p><b>2- The Bank without any prior notice to us shall be under no obligation to execute the transfers unless the Customer (Applicant) has maintained the adequate credit balance on our account(s) to cover the amount of the transfers plus the fees, commissions and any other amounts required for the execution of the transfers. If the Bank elects, at its own discretion, to execute the transfers, for any reason, without having sufficient funds in our account (s), we shall immediately cover all the amounts incurred by the Bank for this purpose with the related interest and commissions at the rates prevailing at the Bank effective from the date of debiting the account. This procedure does not give us the right to oblige the Bank to automatically execute such transfers without having a sufficient balance.</b></p>	
<p><b>3- In the event of insufficient balance in the account from which the transfer is requested to be executed, the Bank may, without being obliged to, execute the transfer by debiting any of our other accounts.</b></p>	
<p><b>4- We hereby acknowledge and agree that:</b></p> <p>4.1 The Bank offers the outward transfer services only to its customers maintaining accounts therewith.</p> <p>4.2 Receiving transfers shall be subject to any restrictions on disbursement or any other restrictions imposed by the regulatory authorities of the country of receipt and the Bank, its Correspondents or its agents shall not be responsible for any loss, delay or damage caused by such rules and regulations.</p> <p>4.3 The Bank shall perform such reasonable procedures to execute transfer applications by the day following the day of receipt unless the execution requires providing the Bank with the information or documents or additional data.</p> <p>4.4 The execution value date applying with respect to the transfers applications shall be two days. In case the Bank approves to execute the transfer whereby the value date is the same as the application date it is possible that transfers will not be received by the Beneficiary's Bank at the same value date due to difference in time zones for banks that are parties to the transfer from one side and from the other side for reasons of the cut-off times approved by these banks for executing incoming transfers to them.</p>	
<p><b>5- We shall not be entitled to withdraw the transfers' applications after the transferred amounts have been debited from the account. Nevertheless, and should the Bank approve, at its own discretion and taking into consideration the laws and regulations applied in the beneficiary's country, to return the amount back to us for any reason whatsoever, the Bank shall have the choice to pay at the prevailing purchase rate of the relevant currency less all charges and expenses.</b></p>	
<p><b>6- The Bank shall be entitled revise all transfer charges from time to time with prior notice to the Customer.</b></p>	
<p><b>7- We authorize the Bank to execute the transfer and to disclose relevant information and/or relevant documents to any institutions or other banks not specified in this application, if the Bank deemed, at its discretion, the need to do so. Whereas, the Bank will not be considered in violation to its obligations towards us, particularly as it relates to bank secrecy</b></p>	
<p><b>8- We shall hold the bank harmless and indemnify it against any liability or loss that may be incurred by the Bank as a result of claims against it due to executing the transfers, including any loss that might arise from the costs or expenses or fees or any additional financial implication that may come due by the bank to third parties.</b></p>	
<p><b>9- We absolve the Bank from any liability in case the other parties at the Beneficiary's country or any other place reserve / seized the values of transfers.</b></p>	
<p><b>10- The Bank shall be absolved from any liability as a result of the delay in executing the transfers in case of incomplete information in the transfer issuance applications and the Bank shall be entitled to reject execution of any transfer due to non-compliance with the regulatory directions or its internal policies and procedures without illustrating the reasons and justifications.</b></p>	
<p><b>11- The Bank may at any time implement any security and other procedures including the Bank's "Customer Due Diligence" procedures for the verification of the identity of any of the parties of the financial transaction, the purpose of the financial transaction, or</b></p>	

the relationship between us and the Beneficiary.	
12- Without prejudice to any of the relevant laws and regulations, We authorize the Bank to disclose relevant information's and/or documents and/or bills and information to third parties as far as they relate to the financial transaction including our account number/IBAN, date of birth (for Individuals) / registration number (for non- Individuals), address, contact details, the beneficiary's address, contact details and the purposes of the transactions within the transfer details if the requirements of the regulatory authorities in the paying bank's country or the beneficiary's country require that, or as the Bank deems such disclosure appropriate.	12- بدون الإجحاف بأي من القوانين والتعليمات ذات العلاقة ، نفوضكم بالإفصاح عن المعلومات وأ/أو المستندات وأ/أو الفواتير والمعلومات ذات العلاقة لأي طرف ثالث وللمدى الذي يتعلق بالعملية المالية بما في ذلك رقم حسابنا/IBAN، وتاريخ الميلاد "لأفراد" / رقم التسجيل "للشركات" ، والعنوان وبيانات الاتصال الخاصة بنا، وعنوان المستفيد وبيانات الاتصال الخاصة به ، والغرض من الحالات ضمن بيانات الحالات الصادرة إذا كانت متطلبات السلطات الرقابية لدى بلد البنك الدافع أو بلد المستفيد تقتضي ذلك أو حسبما ترونوه مناسباً.
13- I/ we the underneath signatories acknowledge that the details included in the Table of Pre-defined Beneficiaries are valid and correct and that these are the main reference for the Bank when receiving any transfer in favor of these Pre-defined beneficiaries, with taking all control procedures to verify its validity, as well the Bank bears no responsibility in relation to the details of these transfers.	13- أقر أنا/نحن الموقع/الموقعين أدناه ان التفاصيل الواردة في جدول المستفيدين المحددين مسبقاً هي سليمة و صحيحة وأنها المرجع الرئيسي للبنك لدى استلام اي حواله لصالح هؤلاء المستفيدين المحددين مسبقاً مع اخذ كافة الاجراءات الرقابية للتحقق من صحتها. ولا يتحمل البنك اي مسؤولية فيما يخص تفاصيل هذه الحالات.
14- We acknowledges that any outward transfer from our account to a beneficiary's account with another bank whether within the country or to an account abroad in countries that apply the international bank account number (IBAN) will be executed based on the beneficiary's IBAN. We absolve the Bank from any liability in the event that the Paying bank execution of the transfer into countries that do not apply the IBAN based on the beneficiary's account number even if that does not match the beneficiary's name.	14- نقر بأن اي حواله صادرة من حسابنا الى المستفيد لدى اي بنك داخل البلد او خارجه في البلاد التي يتم فيها تطبيق نظام رقم الحساب الدولي IBAN سيتم بالاستناد إلى رقم الا IBAN ولن يتم الاعتماد على اسم المستفيد او اي تفاصيل اخرى أما في البلاد التي لا يتم فيها تطبيق نظام الا IBAN فإننا ننفيكم من اية مسؤولية في حال قيام البنك الدافع بتنفيذ الحالات لحساب المستفيد بالاعتماد على رقم الحساب فقط دون أن يطابق ذلك اسم المستفيد.
15-The amount transfer in the required currency shall be subject to exchange instructions or any regulations issued by the regulatory bodies in this regard, this is according to the rules and regulations of the country that issues the transfer. The Bank shall not bear any loss, delay, or damage caused by such rules and regulations.	15- يكون تحويل المبلغ بالعملة المطلوبة "خاصعاً" لقواعد الصرف او أي قيود صادرة عن الجهات الرقابية بهذا الخصوص وذلك بموجب قواعد و أنظمة الدولة التي تقوم بإصدار الحواله، ولا يتحمل البنك أي خسارة أو تأخير أو ضرر تسببها مثل هذه القواعد والأنظمة.
16- I / We confirm that there is no change on the address and contact details versus data provided as part of the account details update.	16- أقر/ نقر بأنه لا يوجد تغيير على بيانات الاتصال وعنوانى الذي قمت بتزويده للبنك عند قيامي بتحديث بيانات فتح الحساب.
17-I / We confirm that this transfer does belong to me and is not on behalf of another person.	17- أقر/ نقر بأن هذا التحويل يعود لي شخصياً وليس بالنيابة عن شخص آخر.