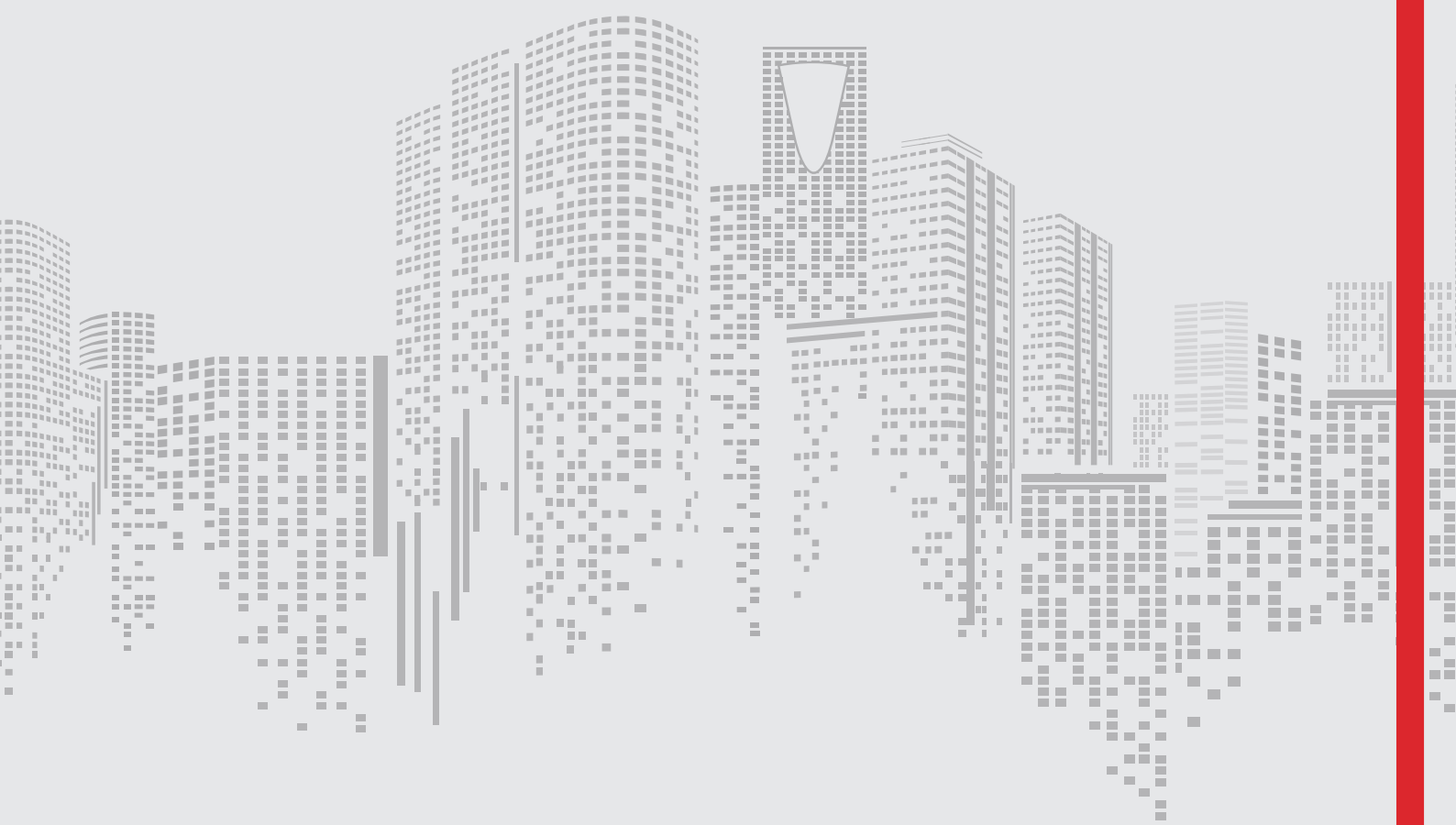




# SABB American Express Corporate® Travel Account

Terms & Conditions



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# SABB American Express Corporate Travel Account

## Terms & Conditions

### 1. Acceptance

Before the Company uses the SABB American Express Corporate Travel Account, please read the Terms and Conditions very carefully. If the Company is willing to be bound by these Terms and Conditions, the Company may commence using the Account. These Terms and Conditions bind the Company which, as stipulated at the time of applying for the Account, will be liable for all fees and charges as set out below.

### 2. Definitions

- Account:** The SABB American Express Corporate Travel Account established in the Company name under the following Terms and Conditions and any other provisions, which we may notify to the Company from time to time, all of which form the agreement ("Agreement") governing the Account.
- Administrative Fee:** A fixed monthly fee charged against use of the Account and the services offered thereunder.
- Agreement:** has the meaning given in Clause 2.1, above, of these Terms and Conditions.
- Annual Fee:** A fixed annual fee charged with respect to the Account.
- Authenticated Communication:** Any instructions received by the Company through recorded, verifiable, and retrievable medium paper, electronic or verbal verifiable and retrievable medium paper, electronic or verbal.
- Charity Organizations:** Charity organizations licensed and registered in Saudi Arabia selected by Us and/or the Shari'a Board.
- Company:** The company, business or firm in whose name the Account is held with Us and which has applied for the Account on the application form.
- Confidential Information:** Has the meaning given to it in Clause 12.
- Credit Limit:** The maximum amount the Company can owe Us on the Account.
- Current Balance:** The total closing balance on the monthly Statement.
- KYC:** Know Your Customer.
- Payment Due Date:** The date shown on any Statement which mentions the date by which the Current Balance needs to be paid.
- SABB:** The Saudi British Bank, a Saudi Arabian joint stock company established by Royal Decree No. M/4 dated 12 Safar 1398H. (corresponding to 21 January 1978G.) with Commercial Registration No. 1010025779 and having its registered address at P.O. Box 9084, Riyadh 11413, which is the co-offeror of the SABB American Express Corporate Travel Account to the Company.
- SAMA:** the Saudi Central Bank, or any successor thereto.
- Sharia Board:** Our Shari'a supervisory board, responsible for providing Shari'a opinion on, and certifying, the American Express products.
- Statement:** A monthly record of all Company Transactions on the Account including but not limited to purchases of goods and services, fees and charges, refunds and other debits and credits as per this Agreement. The Statement will also include the Current Balance and Payment Due Date.
- Transaction:** Any payment made for using the Account and amounts charged to an Account with respect to Transactions, which may in certain cases, upon the Company instruction, be prepared and/or completed by either us or the service establishment without the authorized signature or express approval if the charge is incurred by telephone, mail order or electronically transmitted.
- User:** means the individual(s), group or department named on the application form for the Account and, where applicable, on any authorized users schedule provided by the Company, as being able to incur charges on the Account.
- We, Us, Our:** American Express Saudi Arabia or its successors.

### 3. Fees

- If We increase any of Our fees and charges, We will give the Company at least 60 calendar days' notice by sending the Company an email to the email address disclosed to Us. If We decrease any of Our fees and charges, We may not give the Company any notice.
- We may charge the Company a fee to cover Our investigation costs for any disputed Transaction as specified in Annex "A". However, if Our investigations show that the disputed Transaction was not performed by the Company, We will refund this fee.

### 4. Corporate Travel Account Use

- The Company undertakes that the User(s) is(are) authorized and able to carry out the terms of this Agreement, and to carry out Transactions on its behalf.
- The User(s) is (are) the only person(s) who may use the Account bearing the Company name for Transactions.
- The Company undertakes to act in good faith at all times in relation to all dealings with the Account and with Us and not use the Account for any illegal or immoral purpose. Certain purchases of goods or services, such as alcohol, dealing in pork and pork related products, gambling, pornography or other illegal activities, are prohibited under the principles of Shari'a. The Company shall ensure that the Account is not utilized for Transactions which are contrary, offensive or repugnant to Shari'a.

4. We shall be entitled to, if at any time We in Our absolute discretion consider that the Company usage of the Account is inappropriate or of significant risk to the Company or Us, withdraw and restrict the Company's right to use the Account and refuse to authorize any Transaction.
5. Company will be solely liable for all Transactions incurred on the Account, whether or not the Company or the Users sign a record of the Transaction.
6. Those Users who purchase tickets for air, land or water public conveyance using the Account will benefit from Our Corporate Travel Accident cover, subject to policy terms\*.
7. Those Users who are existing SABB American Express Card members, and purchase their ticket for an air, land or water public conveyance using the Account may benefit from Our Travel Inconvenience cover for delayed or cancelled flights, missed flight connections, denied flight boarding and delayed baggage, subject to policy terms\*.
8. The Company must notify Us immediately if it is suspected that the Account is being used without proper authorization. The Company will remain solely responsible for any misuse of the Account until the Account is properly suspended by properly notifying Us by authenticated means of communication to do so and after enabling us to perform such suspension of Account through the available system resources within a reasonable response time not less than 24 hours from our receipt of the notification. If the Company has a credit balance in the Account, the 'available credit limit' will include both the Credit Limit and the credit balance outstanding in the Account. The address to write to is American Express Saudi Arabia, P.O. Box 6624, Riyadh 11452, Saudi Arabia, Tel.: (+96611) 292 6600 Ext 7705.
9. The Account may only be used by the Company with one designated travel agent as named on the application form for the Account. The Account is not transferable. Transactions may not be made under the Account with any other Travel Agent or service establishment, even if such establishment may accept the American Express Card. By signing the Application Form the Company irrevocably instructs Us to pay the travel agent specified in the application form for the Account, in accordance with our internal rules, the amounts debited to the Account on the basis of orders and reservations made by the User(s). The Company shall keep American Express Saudi Arabia and SABB harmless from any claims in respect of transactions made using the Account based on the Company's instructions to Us.
10. No cash advances in any currency can be charged to the SABB Corporate Travel Account.
11. In case the travel agent specified in the application form for the Account has returned any amount of money, the amount will be included in the Account only after We receive cleared funds from that travel agent.
12. Any late transaction entries in the Statement will not establish any queries or disputes against us.

## **5. Billing**

1. Any fees referred to herein shall be at the rates set out in Annex "A", as amended from time to time pursuant to Clause 3. The Company is requested to read the following important information carefully prior to using the Account.
2. The Account will be billed in Saudi Riyals as indicated on the monthly Statement.
3. A monthly Statement will be sent to the Company to the billing address specified in the application form for the Account showing all Transactions made on the Account, whether or not a balance exists and regardless of the presence (or lack of) any Transaction for that month. The Company is kindly requested to promptly and thoroughly review the Statement and to notify Us by an authenticated communication of any item or amount considered false or has been included in the statement by error, along with any reasonable evidence to support the claim, all within a period of 30 days upon issuance of the Statement wherein the objected amount has appeared for the first time, failing which, no claim could be made beyond the expiry of such period and consequently, the statement balance amount shall be deemed final and constituting a due and matured debt on the Company.
4. The Company must inform Us by an authenticated communication immediately of any changes of billing address.
5. A belated entry of Transactions in the Statements shall not give rise to any claims or defenses against Us.

## **6. Credit Limits**

SABB will assign the credit limit ("Credit Limit") to the Account. The Credit Limit is determined by SABB in accordance with its normal credit policy and is subject to variation from time to time at SABB's sole discretion.

## **7. Foreign Charges**

All Transactions that are performed in a currency which is not the billing currency of the Account will be converted into the Account's billing currency using prevailing interbank rates selected from usual industry sources on the business day prior to the date of processing the Transaction. A Foreign Exchange conversion fee at the rate mentioned in Annex "A" on the converted amount will be added by Us. The conversion will be made on the date of processing the Transaction and not on the date the Transaction was made. The conversion rates may vary accordingly.

## **8. Payment**

1. The entire Current Balance on the monthly Statement is due for payment by the Company on or before the Payment Due Date shown on the Statement Each month SABB will debit the specified account(s) of the Company maintained at SABB for the full amount of the Current Balance as shown on the Statement on or before the Payment Due Date shown on the Statement and will thereafter immediately remit such amounts to Us.
2. A minimum grace period of 25 days will be granted to settle the Current Balance, and the Payment Due Date will be indicated on the Statement.
3. We will credit the Account only when We receive the Company payment from SABB- not when the SABB has debited the Company's designated account(s) with SABB or when SABB sends it. We will apply payments in the following order, or any other order of priority as We consider appropriate:

- We will first repay any fees and charges posted to the previous Statements for the Account;
  - We will then repay any fees and charges posted to the current Statement for the Account;
  - If the payment or refunds processed by merchants results in a credit balance greater than \$50,000, We will refund the balance in excess of \$50,000 within 60 days by payment to SABB for further credit to the Account.
4. Note that non-compliance with the provisions of this Agreement may result in:
- **Cancellation / suspension of the Account without notice from Us or SABB;**
  - **Decrease in the Credit Limit without notice from Us or SABB;**
  - **Negative impact on the credit bureau record and ability to obtain new credit facilities;**
  - **Litigation in the event of non-payment of the fees and other charges;**
  - **Increased financial burden on the Company due to fees and charges.**
5. We may offer to provide the Company with insurance / protection cover from time to time during the validity of the Agreement. Where We offer such protection cover as an additional feature of Our services to the Company, We shall disclose to the Company the details of such protection cover, including the process of identifying beneficiaries and for distributing compensation amongst beneficiaries. For the Protection Terms & Conditions, please visit [www.americanexpress.com.sa/termsandconditions](http://www.americanexpress.com.sa/termsandconditions)

## **9. Queries**

1. If the Company has any queries about the monthly Statement, the Company must inform us immediately by contacting our CTA Customer ServicesTeam, the details of which have been provided to the Company at the time of the application.
2. In all circumstances, payment is required of the full amount shown on the Company's Statement.
3. Any complaints or disagreements between the Company and the travel agent specified in the application form for the Account shall be settled by the Company directly with the travel agent. Such complaints or disagreements shall not release the Company from its obligation to pay the amounts shown on the Statement in accordance with this Agreement.
4. We and SABB decline all liability for the travel agent's performance or conduct.

## **10. Termination and Account Cancellation**

1. We and/or SABB at Our/their absolute discretion may cancel the Account and / or decrease the Credit Limit if, in Our/their opinion, the Company is in breach of this Agreement.
2. We and/or SABB will become entitled to recover the outstanding dues together with all expenses and legal fees from the Company, without prejudice to Our rights to continue to charge any fees and charges at prevailing rates until the dues are settled.
3. Closure of the Account shall lead to immediate withdrawal of all facilities provided through use of the Account.
4. We and/or SABB are entitled to the right to revoke at any time the Company's right to use the Account whether entirely or in respect of any particular transaction at Our/their absolute discretion and without giving the Company prior notice or justifications. We and/or SABB are also entitled to change any limits assigned to the Account without any prior notice and will not be liable if We refuse to authorize any Transaction.
5. The Company must not use the Account after cancellation or expiry. However, the Company will continue to be liable for any amounts that were incurred on the Account up to the date of cancellation or expiry.
6. The full amount owed to Us will immediately become due and payable if We cancel/close the Account, if any of the terms of this Agreement are breached, if the Company is provisionally or finally placed under judicial management/ receivership/liquidation or if it defaults on any of its other credit facilities.
7. The Company agrees that We may inform the Travel Agent or any other service establishment that We have closed/ cancelled the Account and the Company will not have any claim against Us if We have given this information.
8. The Agreement shall terminate in case of bankruptcy of the Company, and in such event all amounts due on the Account shall become payable immediately.

## **11. Change of Agreement**

1. We may unilaterally change and/or update this Agreement at any time at Our sole discretion or pursuant to the direction of the Shari'a Board and inform the Company accordingly by a 30 days' (60 days' in case of changing fees or charges) prior written notice upon expiry of which, the changes shall take effect. It is, however, clearly understood and agreed upon that by using or keeping the Account after receipt of the aforementioned notice, the Company automatically expresses full acceptance of any change that We have performed to the Agreement and absolute abidance by the new provisions contained in the modified Agreement.
2. If the Company does not fully accept such changes, it is requested to terminate this Agreement by notifying Us in writing that the Company wishes to cancel the Account (without incurring additional fees related to revised agreement) within 14 days of receipt of Our notice. The Company shall, however, remain liable for all fees and charges incurred up to the date of cancellation, in addition to any due amounts thereunder.

## **12. Confidentiality**

Both parties undertake, during the continuance of the Agreement and after its termination, to keep confidential all information concerning each other's business and each other's clients (hereinafter called "Confidential Information"), which may come into either party's possession as a result of this Agreement, and not to disclose any Confidential Information to any third party except in the performance of this Agreement. Any Confidential Information may be used by either party for any purpose or disclosed to any person to the extent that it is at the date hereof, or hereafter, becomes public knowledge through no fault of either party or, it is required pursuant to a court order governmental or, other authority or regulatory body.

## **13. Data Protection**

1. Notwithstanding the Confidentiality provisions of Clause 12, the Company understands and agrees that it will:
2. Disclose information about the Company and the Services selected to the extent necessary to perform the services, to computerized reservation systems, to airlines and other suppliers to travel and travel-related services, to companies within our group of companies world-wide (including its appointed representatives and licensees) and receive said information from such parties for the provision by Us of the services as contemplated by this Agreement.
3. Disclose information about the Company and how it uses the services to SABB (or any other bank used by the Company) or the payment systems organizations it selects to the extent necessary to permit the invoicing of and payment for the services.
4. Use, process and analyze information about how the Company uses the services to develop reports, to enable the Company to maintain effective travel policies and procedures. The information used to develop these reports may be obtained from specified sources such as computerized reservation systems, airlines and other suppliers of travel and travel-related services and from our appointed representatives, licensees, agents and suppliers. We use advanced technology and well-defined employee practices to help ensure that the Company and its employees' information is processed promptly, accurately and in confidence; these reports shall be returned to the Company as soon as this Agreement is terminated and may not be used or disclosed by Us after this Agreement has been terminated.
5. Keep information about the Company only for as long as is appropriate for the purposes of this Agreement or as required by applicable law; all of the aforementioned information shall be considered the Company's exclusive property.
6. Disclose information about the Company's Account to SAMA, any other regulatory or adjudicatory body or to any other agency approved by SAMA.
7. Obtain information about the Company's other credit facilities from SAMA, any other regulatory body or any other agency approved by.

## **14. Information**

1. The Company must provide full and accurate information/data when completing any forms required by Us or SABB or when providing any information over the phone or by email, including but not limited to KYC documents, audited annual financial statements or any Transactions completed or contemplated hereunder, and shall not provide any misleading, wrong or incomplete information. The Company shall review any information provided in such forms to confirm the accuracy thereof. Further, the Company confirms that the signature on a form, a voice recording of a phone call with the Users or an email from an email account maintained in Our records constitutes the Company's approval to the contents thereof. Should any such information change, the Company shall promptly notify Us by authenticated means of communication. We may request certain information from the Users and/or the Company from time to time in connection with our duties regarding statutory requirements, credit worthiness, the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions. The Company shall promptly provide full and accurate responses to our queries.
2. The Company must promptly notify Us by authenticated means of communication of any changes to the Company's information such as the office and/or residential address, telephone and mobile numbers, and email addresses. In case the Company fails to notify Us of any changes to this information, the Company shall remain liable for any adverse consequences.
3. Any notice given by Us hereunder will be deemed to have been received by the Company within seven days of posting to the Company's address last notified in writing to Us.

## **15. Privacy and Applicable Law**

1. The Company agrees to comply with all applicable exchange control regulations issued from time to time.
2. This Agreement and all matters arising out of the issue or use of the Company's Account are subject to the laws of the Kingdom of Saudi Arabia and the Committee for the Settlement of Financial Disputes and Violations of SAMA. The Company agrees, however, that We may carry on collection procedures in any other jurisdiction of our discretionary election, including any jurisdiction within which the Company may be found resident or domiciled from time to time.
3. We may provide credit information relating to the Company to The Saudi Credit Bureau ("SIMAH") on a periodic basis. The information provided reflects the status as of the most recent Statement and includes information whether Your Account is up to date or overdue. If the Account or the settlement Account is overdue as at the date of such reporting and is subsequently regularized, the status of the Account will only be updated at the time of the next reporting. All changes in Company's status are updated within a maximum of 30 days. To avoid any adverse credit history with SIMAH, the Company shall make timely payments on the Account. The Company hereby agree to provide Us with any information that We require including but not limited to KnowYour Customer forms, information and supporting documentation for establishing and/or administering The Company Accounts and facilities with Us and update The Company information if there are any changes and as may be requested by Us. The Company also authorize Us to obtain and collect information as deemed necessary in regard to the Company, The Company accounts and facilities with other lenders through SIMAH, BAYAN Credit Bureau and electronically through AL-ELM Information Security Company ("Elm") and to disclose The Company information to SIMAH, BAYAN, Elm, to Our authorized collection agencies or to any other agency approved by SAMA.

4. We make various benefits available to SABB Corporate Card members and SABB Corporate Travel Account travelers. These benefits derive from contracts, which we have made with third parties, which we are free to amend, extend or terminate at our sole discretion. These benefits do not form part of our contract with the Company but we will aim to inform the Company 30 days in advance of any changes to the available benefits, which may be to the detriment of the Company, the SABB Corporate Card members or SABB Corporate Travel Account travelers. One of the benefits currently available is the benefit of contracts of insurance made between certain insurers and us. SABB Corporate Card members and SABB Corporate Travel Account travelers will lose these benefits if they cease to be a SABB Corporate Card member or the Company ceases to be a SABB Corporate Travel Account holder. Exclusions apply.
5. Full details of the insurance benefits currently available are contained in the Summary of Benefits document received by the Company upon successfully opening a SABB CorporateTravel Account. Please note that the discontinuation of any of these benefits will not release the Company from its obligations with respect to making payments on the Account as specified in this Agreement. Exclusions apply.

## Annex "A"

The SABB American Express CTA Information	
Product Fees & Charges	
<b>Statement Request Fee (more than Three months)*</b>	SAR 40 (per statement)
<b>Refund of Credit Balance Fee*</b>	SAR 100
<b>Dispute Handling /Investigation Fee*</b>	SAR 50

\*Value AddedTax ("VAT") will be levied as per the prevailing tax laws in addition to the fee mentioned above.