

# **Terms and Conditions**

#### 1. INTRODUCTION

1.1. These Terms and Conditions(referred to hereinafter as T&C) govern the use of the Al Rajhi MOKAFA'A Program, the collection of rewards points, the membership of the Al Rajhi Bank's MOKAFA'A Program, redemption and the use of Al Rajhi Bank website and mobile application

By accessing and/or using any page of the website and mobile application and the services they offer, member declares that member read, understood, and accepted the following terms, conditions, and disclaimers in full and hereby agrees to comply with and be bound by them. these t&c may be changed or updated occasionally; therefore members are encouraged to frequently visit these sections in order to be updated about the changes made. modifications will be effective on the day they are posted or (any such variations or amendments will become effective and binding on the member thirty (30) days after notification to the member by any means of authenticated communication the bank deems fit).

### 2. DEFINITIONS

For the purpose of these T&C, the following terms shall have the following meaning: 2.1. Al Rajhi MOKAFA'A Program – means the MOKAFA'A program run by Al Rajhi Bank pursuant to which Member earns rewards points by performing transactions through his/her Al Rajhi Bank products and services and then redeeming the earned points for Rewards

- 2.2. Account means the account to which the "Al-Rajhi rewards Points" of a Customer will be accrued
- 2.3. Customer- means an individual who is a customer of Al Rajhi Bank
- 2.4. Al-Rajhi rewards Points- means Al-Rajhi rewards Points accrued by a Customer based on the consumption of Al Rajhi Banks qualifying product and services
- 2.5. Reward means specified goods or services to be provided by Al Rajhi Bank or a Service Partner to a Customer in exchange for Al-Rajhi rewards Points
- 2.6. Service Partner- means a provider of goods or services which is participating in Al Rajhi Bank Reward Program from time to time, and may include (but not limited to) airlines, hotels and resorts, financial, leisure & lifestyle service providers and car hire companies
- 2.7. Spend- means the amount spent by a Customer for availing any service or product of Terms & Conditions for the MOKAFA'A program Al-Rajhi Bank which will entitle the Customer to reward Al-Rajhi rewards Points
- 2.8. Member means the Customer who is a member of the Al Rajhi MOKAFA'A Program and whose name is registered against the Membership Number
- 2.9. Membership Number means the membership number allocated to a Member in accordance with these T&C
- 2.10. Member MOKAFA'A Account an account number that is set up under one Membership Number and which is used by Member within the Al Rajhi MOKAFA'A Program to earn and redeem points
- 2.11. OTP Code –(One Time Password) a four-digit number sent to Member at the time of enrollment ,platform login and key interactions with the MOKAFA'A Platform



- 2.12. Al Rajhi Bank Products and Services –mean the products and services offered by Al Rajhi bank to its Customers 2.13. Transactions –mean the transactions that are performed by Member for Al Rajhi Bank Products and Services
- 2.14. Al Rajhi Rewards Platform A MOKAFA'A platform offered by Al Rajhi Bank to its customers as a member login portal which is not limited to access Reward redemption options www.alrajhirewards.com.sa (The platform is based on website and mobile app).
- 3. AL RAJHI MOKAFA'A PROGRAM MEMBER TERMS
- 3.1. The Members in Al Rajhi MOKAFA'A Program are the individuals enrolled in said program
- 3.2. Customer needs to enroll in the program to earn member benefits
- 3.3. Al Rajhi Bank will set up a Member MOKAFA'A Account to record Al-Rajhi rewards Points earned or redeemed by the Member
- 3.4. Member must accept the terms and conditions to enroll
- 3.5. Member will earn, accumulate and redeem Reward Points through the methods stated herein.
- 4. POINTS COLLECTION
- 4.1. All Al-Rajhi Credit Cards are eligible to earn points excluding Qassit, Al Fursan and Ensan Cards
- 4.2. Member will earn Al Rajhi Bank Reward Points relative to the Transactions made through the Al Rajhi Bank Products and Services. The number of Reward Points a Member may earn is determined according to Member's use of said products and services and in accordance with Al Rajhi Bank terms that regulate the Al Rajhi Bank Products and Services, such as:

	SAR Spend	Points
Domestic Spend on Credit Cards	1	1
International Spend on Credit Cards	1	2

- \*Only applicable on New Credit Cards issued having Spent of SAR 15,000 (excluding Cash Withdrawal) within 3 months of Card issuance 4.3. Cash Withdrawals (Domestic and International) are not eligible for point earnings
- 4.4. Rewards Points will be credited to customer's member account on monthly basis upon Card statement generation 4.5. ARB Reward Points can be transferred to another Member MOKAFA'A Account. The transfer will be subject 5% point balance reduction. A member can transfer upto 100,000 points each twice in 12 months period.
- 4.6. Al-Rajhi rewards Points can only be earned, held, transferred or redeemed as set out in these T&C. Any other use, award, sale, exchange or transfer of Reward Points, or attempt to do so, is a serious breach of these T&C. Any Reward Points not earned and held in accordance with these T&C will be invalid and cannot be redeemed for Rewards. Any such Reward Points on a Member MOKAFA'A Account will be deducted and, if they are redeemed, we will cancel the relevant Rewards. ARB Reward Points have no cash value
- 4.7. A Member who continues to collect Al-Rajhi rewards Points will get his position including the ARB Reward Points collected and redeemed , which is available on the Al Rajhi Bank's MOKAFA'A Platform .



### 5. REDEMPTION AND REWARDS

- 5.1. All Rewards are subject to availability and stocks may be limited. These transactions and all Rewards are subject to applicable terms and conditions (including booking requirements, cancellation restrictions, return conditions, warranties and limitations of liability) of the Reward's suppliers and/or Merchants
- 5.2. The Customer irrevocably and unconditionally agrees and expressly consents that the Bank may at its discretion and for any purpose (including for the purpose of redemption of Al-Rajhi rewards Points) share any information, details or data relating to the Customer and/ or the accounts of the Customers and/or the Customer s transactions with the Bank or its affiliates or any other third party in any territory 5.3. The number of Al-Rajhi rewards Points required to redeem any Reward can be found on the Al Rajhi Bank Rewards website or Mobile application and may change without prior notice
- 5.4. Once a Reward has been delivered or picked up, it cannot be returned or exchanged for Reward points or other Rewards
- 5.5. If the Reward is faulty, the Supplier's warranty will apply and the Member must revert to the supplier for support and assistance. The bank will not hold any responsibility for any faulted or damaged reward
- 5.6. If a product is out of stock, we will suggest a replacement and it is the Member's decision to accept or refuse the replacement. Where a replacement is not taken then the Reward Points will be credited back into Member's account within 10 working days after notifying us
- 5.7. Some Rewards may differ slightly from the image shown on the Website and/or on the Mobile Application
- 5.8. Rewards redeemed through the website and or mobile application will be delivered directly to the address provided within three and/or up to ten working days
- 5.9. Rewards which are not claimed within six months after the date of redemption will expire if the Member is not reachable on the address provided through the website and/or mobile application
- 5.10. If in the sole opinion of the Bank, a Customer is missing the Al-Rajhi MOKAFA'A Program, the Bank may suspend or terminate the provision of Al-Rajhi rewards Points to the said Customer with immediate effect. In such cases, the Bank may also, at its discretion, cancel the Al-Rajhi rewards Points that have already accrued
- 5.11. Bank may at any time and without notice alter the number of Al-Rajhi rewards Points required to obtain a particular Reward, withdraw a Reward supplied or impose additional restrictions on a Reward or conditions of obtaining it.

### 6. OTHER REDEMPTION TERMS

- 6.1. Al Rajhi Bank cannot be held liable for any loss, theft, damage or unauthorized use of Member's OTP Code, or Reward, whether in the course of delivery or otherwise
- 6.2. All conditions and warranties, whether expressed or implied and whether arising under legislation or otherwise, as to the condition, suitability, quality, fitness or safety of any Reward supplied are expressly excluded to the full extent permitted by law. Any liability that cannot be fully excluded is limited, where permitted, to replacing, repairing or crediting the value of the Reward at our discretion
- 6.3. A Member must enter his/her OTP Code when conducting a redemption transaction in the Al Rajhi MOKAFA'A Program. Additional security questions may be asked during the redemption request
- 6.4. It is the Member's responsibility to ensure the OTP Code is not compromised, shared with anyone, or mis-



- handled. Any loss resulting from the unauthorized use of the Member's OTP code is the Member's sole responsibility
- 6.5. The Rewards offered by the Bank for redemption of the Al-Rajhi rewards Points may, at the discretion of the Bank, be amended from time to time
- 6.6. Once Al-Rajhi rewards Points are redeemed, the Customer may not request the Al-Rajhi rewards Points to be reinstated in the Customer's Account for any reason
- 6.7. A member has to maintain clean credit & payment history with the bank against the services and products. Delinquency and blockage of Cards will lead to cease point redemption until customer's payment behavior is normalized
- 6.8. Customers can login to Al Mubasher Internet banking to access Al-Rajhi MOKAFA'A program website.

# 7. PARTNERS REWARDS

- 7.1. When a Customer selects services and/goods from a Service Partner the contract for such services and/or goods is between the Customer and Service Partner as such separate terms and conditions apply to purchase of the goods and/or services selected by the Customer. By accepting the Service Partner's offer, the Customer is agreeing to abide by the terms and conditions of the purchase imposed, including payment of all amounts when due (if any) and compliance with all rules and restrictions regarding booking, availability, cancellation and refunds in respect of the services and/or goods to the extent permitted by law, bank accepts no liability whatsoever in respect of rewards supplied by service partners in connection with a service partner's refusal to supply a reward to the customer
- 7.2. The rights, if any, which a Customer may have in connection with a Reward, are solely against the Service Partner supplying that Reward. Subject to this clause, all Rewards supplied to a Customer will be subject exclusively to the terms and conditions of Service Partners supplying the Reward
- 7.3. For Al-Rajhi rewards Points redeemed on Travel Partner site, refunds and date changes will be as per the terms and conditions of the partners, as stated on the Travel Partner website
- 7.4. For Al-Rajhi rewards Points redeemed on Retail Partner Site, no refund of Al-Rajhi rewards Points will be permitted. However, Customers will be able to refund the products purchased as per the partner applicable terms and conditions. In this case, Customers will receive a shopping credit to the extent of the value of the Al-Rajhi rewards Points redeemed
- 7.5. All Rewards are subject to availability and suppliers' restrictions. The Bank or Service Partners may from time to time impose a period in which no Rewards will be available. Rewards may not be available on all Bank Products and Services at all times. Bank may withdraw, replace or substitute Rewards at any time without notice
- 7.6. Bank may at any time and without notice alter the number of Al-Rajhi rewards Points required to obtain a particular Reward, withdraw a Reward supplied or impose additional restrictions on a Reward or conditions of obtaining it
- 7.7. A minimum of 25,000 ARB Points are required for redemptions.

### 8. OTHER GENERAL TERMS

8.1. The Al-Rajhi rewards Points that are unutilized will automatically expire in one year (12 months), after accru-



- al, if not redeemed by the relevant Customer on a rolling monthly basis
- 8.2. Redeemed Al-Rajhi rewards Points cannot be used again. If a transaction on which Reward Points are issued or redeemed is cancelled, reversed or not completed, Al Rajhi Bank will reverse the associated Reward Points movement. If insufficient Reward Points are available, or we suspect fraud or misconduct, Rewards may be refused or cancelled
- 8.3. Member is responsible for the security of his/her Member Account. If a PIN/OTP code is lost or the holder thinks an unauthorized person has become aware of any security code, password or account number, they should contact Al Rajhi Bank Call Center at 966920003344immediately and/or change the PIN through the Website or Mobile Application. Al Rajhi Bank cannot be responsible for any unauthorized use of Reward Points
- 8.4. A Member can close his/her MOKAFA'A Account at any time by notifying us. If a Member MOKAFA'A Account is closed, Member's rights to redeem Reward Points from that Account are lost
- 8.5. Al Rajhi Bank may make changes to these T&C without prior notice. Earning or redeeming Reward Points on a Member MOKAFA'A Account will constitute acceptance of the revised T&C. We may suspend or terminate the Al Rajhi MOKAFA'A Program but will give as much notice as we reasonably can before we do so. If this happens, all Member Accounts will be suspended or terminated
- 8.6. We will only be liable to a Member who suffers loss as a result of our breach of these T&C and, if so, our sole liability will be to credit to the relevant Member Account any Reward Points which have been wrongly deducted or should have been credited but were not. These T&C prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials
- 8.7. Member can contact us by calling the Al Rajhi Bank Call center We may record calls to check the quality of our services or for training, audit or security purposes.

### 9. WEBSITE AND MOBILE APPLICATION TERMS OF USE

- 9.1. The Website and Mobile Application Terms of Use shall set out the legal conditions related to the Member's use of and access to the Website and Mobile Application. By checking any acceptance boxes, clicking any acceptance buttons, submitting any text or content or simply by making any use of the Website and Mobile Application, Member (a) accepts these terms and agrees to be bound by each of them, and (b) represents and warrants to Al Rajhi Bank that (i) these terms are binding and enforceable against Member, (ii) to the extent an individual is accepting these terms on behalf of an entity, such individual has the right and authority to agree to all of the terms set forth herein on behalf of such entity, and (iii) Member has read and understood Al Rajhi Bank Privacy Policy
- 9.2. The purpose of the Website and Mobile Application Terms of Use is to set forth the terms and conditions under which, among other things, (i) Al Rajhi Bank will license to the Member the use of certain of Al Rajhi Bank's technology, software and/or services such that Member can utilize the website and Mobile Application through Member's mobile device, and (ii) Member can access and/or use the Website. As stipulated elsewhere herein, Al Rajhi Bank do not exert any control over any Program Partner and Supplier, and as such is not liable or responsible for any actions taken or omitted to be taken by any such third party
- 9.3. Al Rajhi Bank hereby grants Member a non-transferable, non-exclusive, revocable, limited license to access and use Al Rajhi Bank's Website and Mobile Application solely for the purpose outlined before. Al Rajhi Bank may, from time to time, update or modify the Website and Mobile Application, release new versions of the Website and Mobile Application or create new modules related thereto, each of which may, at Al Rajhi Bank's discre-



tion, be included within the license described above. Member shall not be permitted to sublicense or transfer any of Member's rights hereunder including, without limitation, access to the Website and Mobile Application

- 9.4. Member shall not directly or indirectly copy or reproduce all or any part of the Website and Mobile Application whether electronically, mechanically or otherwise, in any form including, but not limited to, the copying of presentation, style or organization. Member shall use the Website and Mobile Application solely for its intended purposes and shall not use the Website and Mobile Application for the benefit of any third party except as specifically contemplated under these T&C. Member shall not use the Website and Mobile Application to post, transmit, convey, submit, distribute, store or destroy any content, photographs, descriptions, drawings, content, audio materials, text, messages or other information (collectively, "Posted Information"): (a) in violation of any applicable law, statute, ordinance or regulation. (b) in a manner that will infringe the intellectual property rights of others. (c) that is defamatory, obscene or trade libelous. (d) that contains any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. (e) that is false, misleading or inaccurate in any way. or (f) in violation of the any acceptable use policy or other policy posted at the Website and Mobile Application from time to time. Member shall not violate or attempt to violate the security of the Website and Mobile Application. Member shall not reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from the Website and Mobile Application, including, without limitation, any of the software comprising or in any way making up a part of the Website and Mobile Application. In addition, Member will not export, re-export or permit any third party to export or re-export, directly or indirectly, the Website and Mobile Application where such export or re-export is prohibited by applicable law without appropriate licenses and clearances. Member shall defend and indemnify Al Rajhi Bank, at Member's sole cost and expense, from and against any claims, damages, liabilities and/or expenses arising out of Member's breach of any of Member's obligations or representations set forth in this section
- 9.5. Member shall be solely responsible for: (i) all Posted Information Member input into the Website and Mobile Application. (ii) ensuring that all Posted Information is appropriate in tone and is accurate. (iii) complying with all applicable laws, rules and regulations at all times. (iv) maintaining all passwords and access codes to the Website and Mobile Application, and refraining from sharing or otherwise permitting third parties to use any such passwords and/or access codes to access the Website and Mobile Application
- 9.6. Al Rajhi Bank shall be entitled, at its sole discretion, to suspend, restrict and/or terminate, without notice of any kind, Member's access to the Website and Mobile Application or Member's MOKAFA'A Account for any reason. Notwithstanding the foregoing, Al Rajhi Bank shall not be required to review or monitor any Posted Information entered into the Website and Mobile Application or otherwise submitted by Member, and Member shall be solely responsible for the veracity and accuracy of all such data, content and information
- 9.7. Al Rajhi Bank does not currently charge its Members to access and use the Website and Mobile Application; however Al Rajhi Bank may, at any point and in its discretion, elect to begin charging fees for use of various portions of the Website and Mobile Application and/or for different levels of subscription or account
- 9.8. Access to the Website and Mobile Application will end if (i) Member and/or Al Rajhi Bank provide written or electronic notice of termination (at which point Member shall no longer be entitled to access or use the Website and Mobile Application), or (ii) Al Rajhi Bank elects to terminate Member's access to the Website and Mobile Application, with or without notice. For purposes of clarity, Member is entitled to terminate Member's MOKAFA'A account at any time. Upon termination of the MOKAFA'A Account for any reason, Member shall no longer be entitled to access or use the Website and Mobile Application or any other non-public portions of the Website. In addition to the foregoing, in the event that Al Rajhi Bank determines, in its sole and absolute discretion, that Member have breached the T&C, threatened to breach the T&C, committed any fraud



or deception, breached any Al Rajhi Bank policy in effect from time to time or otherwise failed to perform to the standards required of Al Rajhi Bank, Al Rajhi Bank shall be entitled, at its discretion and in addition to any other remedies it may have hereunder and/or at law, to terminate, cancel or suspend Member's access to the Website and Mobile Application, in each of the foregoing cases at any time and for any period of time. Al Rajhi Bank shall not be responsible for the return of any Posted Information of any kind to Member upon any termination or suspension of Member's access to the Website and Mobile Application, including without limitation any information input into the Website and Mobile Application by Member

- 9.9. All trademarks, patents, copyrights and other intellectual property rights owned by Al Rajhi Bank and/or the Member on the date hereof shall continue to be owned solely by each of them, and except as set forth herein, nothing in these T&C shall be deemed to confer any rights to any such intellectual property on the other. Member acknowledges and agrees that the applicable supplier(s) of any third party software included within the Website and Mobile Application shall own all worldwide rights, title and interest in and to such third party software (and any intellectual property rights therein), subject to such suppliers' license, if any, of such third party software to Al Rajhi Bank
- 9.10. In exchange for Member's use of the Website and Mobile Application, Member hereby grants to Al Rajhi Bank an unlimited, perpetual, irrevocable, fully-paid, transferable, assignable, sub-licensable, worldwide license to use, reproduce, modify, publish, edit, translate, distribute, commercially exploit, repurpose, perform and display any and all Posted Information Member posts to the Website and Mobile Application, or submits to Al Rajhi Bank, alone or as part of other works in any form, media or technology whether now known or hereafter developed, and to sublicense such rights through multiple tiers of sub-licensees, in connection with Al Rajhi Bank performing the services described herein. Finally, Member irrevocably waives, and causes to be waived, against Al Rajhi Bank and its Members any claims and assertions of moral rights or attribution with respect to Member's Posted Information. Al Rajhi Bank shall be entitled to display advertising and/or any other content at locations of its choosing within the Website and Mobile Application, including without limitation adjacent to Member's Posted Information.

### 10. CONFIDENTIALITY TERMS

10.1. Member agrees to treat as confidential all confidential information of Al Rajhi Bank, not to use such confidential information for any purpose other than to the limited extent necessary to use the Website and Mobile Application and not to disclose such confidential information to any third party except as may be reasonably required pursuant to these T&C and subject to confidentiality obligations at least as protective as those set forth herein. Without limiting the generality of the foregoing, Member shall use at least the same degree of care which Member uses to prevent the disclosure of Member's own confidential information of like importance to prevent the disclosure of confidential information disclosed by Al Rajhi Bank, provided, however, that in no event shall such degree of care be less than reasonable in light of general industry practice.

### 11. PRIVACY:

- i. Customer information held by Bank includes the information which a Customer or a Service Partner provides to Bank, such as: a. Names; b. Addresses; c. Contact numbers d. Date of birth; and e. Transaction details including ARB Points accrual and reward transactions relating to Bank ii. May be disclosed if required only by related laws, regulations, and SAMA's directives iii. May be used by Bank to send you communications about promotions, services, products and facilities offered by Bank; iv. May be used to develop new services without disclosing the information to any third party
- v. May be used for accounting and audit purposes (including fraud auditing); vi. May be used for credit checking and credit scoring; vii. May be used for marketing and market research purposes; viii. May otherwise be used



in a manner which a Customer may authorize from time to time; ix. The consent given by a Customer will continue in effect unless and until the Customer withdraws the consent by notice in writing to the Bank Contact Centre. Withdrawal of consent may mean that certain services may no longer be provided to the Customer x. A Customer may obtain a copy of his or her Customer information upon making a written request and upon paying Bank s' reasonable actual costs (if any) of providing that Customer information. The Customer may request Bank to correct or delete any item of the Customer information which is not accurate, complete or up-to-date at no charge to the Customer

# 12. WARRANTY, DISCLAIMERS AND LIMITATION OF LIABILITY

- 12.1. Except as explicitly set forth herein, neither Al Rajhi Bank its affiliates or any of any such party's equity holders, directors, officers, employees, agents, suppliers, licensors nor the like, makes any warranties of any kind, either expressed or implied, including, without limitation, (a) warranties of merchantability or fitness for a particular purpose, (b) that the Website or the and Mobile Application will be error-free, (c) as to a minimum level of uptime for the Website and Mobile Application, or (d) as to the results that may be obtained by Member by accepting these T&C and/or using the Website and Mobile Application. Member agrees and acknowledges that the Website and Mobile Application are licensed and/or provided hereunder on an "as is" basis. In addition, Member hereby agrees and acknowledges that: (i) Al Rajhi Bank shall not be responsible for any actions taken by any other party using the Website and Mobile Application or reviewing any of Member's Posted Information
- (ii) Al Rajhi Bank does not recommend or endorse any third parties hereunder, and makes no representations or warranties whatsoever regarding any such third party
- (iii) Al Rajhi Bank is not a party to any transaction between Member and any Program Partner, Supplier, or business with which Al Rajhi Bank has a business relationship, and as such, any disputes regarding purchases, rewards and/or any other aspect of any transaction or other commercial dealings is solely between Member and such third party
- (iv) Al Rajhi Bank is not responsible for any other party's compliance with applicable laws, rules or regulations
- (v) Al Rajhi Bank shall not, under any set of circumstances, be responsible or liable for any content, text, photographs and/or other Posted Information, including any Posted Information which may violate applicable law and/or a third party's intellectual property rights. and (vi) the Website and Mobile Application may not function properly or as intended at times
- 12.2. Member is responsible, at Member's sole cost and expense, for providing all equipment necessary to access the Internet, the Website and Mobile Application. While it is Al Rajhi Bank objective to make the Website and Mobile Application accessible at all times, the Website and/or Mobile Application may be unavailable from time to time for any reason including, without limitation, routine maintenance. In addition, various portions of the Website and Mobile Application may operate slowly from time to time. Member understands and acknowledges that due to circumstances both within and outside the control of Al Rajhi Bank access to the Website and/or Mobile Application may be interrupted, suspended or terminated from time to time. In particular, and not in limitation of the foregoing, Al Rajhi Bank shall not be liable in any way for any delay in responding to an inquiry or question forwarded by Member or the effects any delay or unavailability may have on Member
- 12.3. Member agrees that Al Rajhi Bank shall not be liable for any damages arising from any such interruption, suspension or termination of the website and/or mobile application and that member shall put in place contingency plans to account for such periodic interruptions or suspensions of the website and/or mobile application 12.4. Al Rajhi Bank shall not, under any set of circumstances, be liable to member for any special, incidental, indirect, punitive or consequential damages, including, but not limited to, lost profits or date,



- arising out of accepting these terms or member's use of the website and mobile application, whether based in contract, tort or any other legal theory, even if advised of the possibility of such damages
- 12.5. Al Rajhi Bank shall not be liable to Member for failure or delay in performing any obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control.

# 13. NOTICE

13.1. Except where explicitly provided otherwise herein, any notice required or permitted hereunder will be delivered to the Al Rajhi Bank as follows (with notice deemed given as indicated): (i) by personal delivery when delivered personally; (ii) by established overnight courier upon written verification of receipt; (iii) by facsimile transmission when receipt is confirmed orally; (iv) by certified or registered mail, return receipt requested, upon verification of receipt; or (v) by electronic delivery when receipt is confirmed orally.

# 14. TERMINATION

14.1. Al-Rajhi Bank may terminate the reward program at any time and for any reason without a prior notice. Terms & Conditions shall remain in full force and effect unless and until it is terminated by Al-Rajhi Bank. Without limiting the foregoing, this Agreement may be terminated if Customer breaches any term of this Agreement, if Customer uses the reward program for any unauthorized or illegal purposes or Customer uses reward program in a manner inconsistent with the Terms & Conditions.

### 15. NO THIRD PARTY BENEFICIARIES

15.1. The Agreement is solely for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or remedies on any other person or entity.

### 16. AMENDMENT; WAIVER

16.1. This Agreement may be changed by Al Rajhi Bank upon posting an updated version of the Agreement at Al Rajhi Bank's website and/or within the applicable Al Rajhi MOKAFA'A Program, any such change to become effective 10 business days after posting such updated version of the Agreement as described above. The failure of either party to exercise or enforce any of its rights under the Agreement will not act as a waiver of subsequent breaches and the waiver of any breach will not act as a waiver of subsequent breaches.

### 17. SEVERABILITY

17.1. If any provision of the Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law and the other provisions of the Agreement will remain in full force and effect.

### 18. FORCE MAJEURE

18.1. Neither party shall be liable to the other if such party is prevented from performing any of its obligations under the Agreement (excluding fee payment obligations) due to any cause beyond the party's reasonable control including, without limitation, an act of God, fire, flood, explosion, terrorism, war, embargo, government regulation, civil or military authority, acts or omissions of carriers, transmitters, providers, or acts of vandals, or hackers. The time for that party's performance will be extended for the period of the delay or failure to perform due to such occurrence, except that you will not be excused from the payment of any sums of money owed by you to Al Rajhi Bank provided prior to the force majeure event.

### 19. INDEPENDENT CONTRACTOR



19.1. The Agreement will not be construed as creating or constituting a partnership, joint venture, or agency relationship between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

# 20. LEGAL AND JUDICIAL JURISDICTION

- 20.1. Each party will comply with all applicable laws, regulations, and ordinances relating to their performance hereunder
- 20.2. This Terms & Conditions shall be governed by and construed in accordance with the laws of the Kingdom of Saudi Arabia and the parties shall be subject to the exclusive jurisdiction of the Saudi courts in the city of Riyadh in case of any disputes.

### 21. ENTIRE AGREEMENT

21.1. The Agreement constitutes the entire agreement between Al Rajhi Bank and the Member with respect to the subject matter hereof and all prior oral or written agreements, representations or statements with respect to such subject matter are superseded hereby.