

# TERMS & CONDITIONS

Terms and conditions for money transfers & remittances ("Terms and Conditions") apply to and money transfers & remittances offered by Mashreqbank psc / Mashreq Al Islami ("Bank and/or Mashreq") and govern all transactions relating to the services related to money transfers & remittances to you ("Customer") .

These Terms and Conditions are in addition to any other terms and conditions including those stipulated by the Bank from time to time on its website and terms and conditions pertaining to other products, services or offers provided by the Bank.

In the event of any conflict between any of these Terms and Conditions and the terms and condition specified for the other products, services or offers, the terms and condition specified for the other products, services or offers shall prevail. Further, in case of inconsistency between general terms and conditions and additional term and conditions detailed below the additional terms and conditions shall prevail to the extent of inconsistency.

The Customer's (i) signature on the Account Opening Form(s), when the Account is manually opened by the Customer or (ii) signature on the Mashreq Digital Onboarding Consent Form, (as defined below), when the Customer fills in the particulars of the Account Opening digitally and signs Mashreq Digital Onboarding Consent Form manually, or (iii) applications, or the subscription through any permitted channels and/or any money transfers & remittances transaction conducted by the Customer shall constitute acceptance of these Terms and Conditions by the Customer as amended from time to time.

The Bank may at any time, at its sole discretion and determination, waive compliance with any of the Terms and Conditions and such waiver shall not prejudice the Bank's right and benefits in any of the remaining Terms and Conditions including the Bank's rights to enforce such Terms and Conditions.

## I. General Terms & Conditions

- By using any of the Remittance services provided, you provide your consent to Mashreqbank psc / Mashreq Al Islami ("Mashreq" or the "Bank") to share the Transaction, Remitter and Beneficiary details required for processing the instruction with the Processing Partner (i.e. Corresponding / Intermediary etc) and the Beneficiary Bank as deemed necessary by Mashreq.
- Bank will only collect Data / Personal Data for a lawful purpose directly related to a function or activity.
- This collection and sharing of data are mandatory to execute the transaction. In case you do not want the data to be shared then the transaction should not be initiated.
- Mashreq reserves the right to change the terms and conditions a later date, at its sole and absolute discretion as per the Mashreq's internal policy and guidelines.
- All Quick Remit/SWIFT Transfers/Local Transfers/Outward transfers are sent entirely at the Customer's risk. The Bank will, as part of its regulatory obligations, screen all payments to satisfy itself that the payment does not breach any local or international regulations including any regulation in connection with restricted beneficiaries. As part of this obligation, the Bank, its agents and correspondents reserve the right to seek from the Customer/Remitter (i.e. the Customer who initiates money transfer or the Customer owning the account from where the money transfer is initiated) any additional information with respect to the parties involved and purpose of the remittance/payment instruction. Bank reserves the right to perform the screening process at any point during the processing of the payment instruction, even after handling over an intermediate receipt to the Customer. Payment instruction may not be completed or processed by the Bank until the additional details called for are provided by the Customer.
- It is understood that neither the Bank nor its branches or correspondents are responsible for any delay, mistake or omission caused howsoever or mutilation arising in the transmission of cables, telegrams or communication of any kind whatsoever by electronic systems.
- The Customer authorizes the bank to debit the required amount and fees from their account for this service.
- If information provided for this service transfer is missing or incorrect, your transfer may be rejected.
- In case of rejection, funds will be credited back into the Remitter's bank account and applicable exchange rates will apply which could result in exchange loss.
- The Customer authorizes the Bank to debit the corresponding charges from the Customer's account for the Service and/ or any other applicable Bank charges.
- The service and all applicable charges thereof are exclusive of value added tax (VAT) or any other similar taxes.
- The length of the Swift Code should be 11 characters. If the Swift Code is less than 11 characters then please add "XXX" suffix at the end of the swift code to make it 11 characters, without space in between. Kindly note that the payment will be rejected, and charges will be imposed if an invalid Swift code is entered.
- Please ensure that there are no special characters in the beneficiary details. If the beneficiary name contains any special character including "-" or "." then kindly remove the same before submitting.
- The Customer authorizes the Bank to freeze the amount required in his/their account for outgoing transfers.
- While initiating a transfer to a country / jurisdiction where IBAN is mandatory and provided to the beneficiary by their Bank. If the beneficiary IBAN details are missing or incorrect, the transfer will be rejected and returned, there may be a charge applied by the Beneficiary and Remitting Bank which will be deducted from the payment amount.
- All outward transfers are sent entirely at the Customer's risk. The Customer shall be responsible for the accuracy of the particulars given in the payment order issued and shall be liable to compensate the Bank for any loss arising on account of any error in the payment order.
- The Customer should ensure that the final beneficiary details are provided including the name and mailing address wherever applicable. The Customer acknowledges and agrees that the transaction may get rejected if complete details are not provided. In addition, please avoid sending transfer to beneficiaries such as Exchange Houses where the Ultimate Beneficiary of funds is unknown.
- The Customer agrees that the payment order shall become irrevocable when it is executed by the Bank. All payment instructions should be checked carefully by the Customer prior to initiation.

- The customer agrees to indemnify the Bank, its agents and correspondents against any loss, cost, damages, expense, liability or proceeding which the Bank may incur or suffer as a result of acting upon, delaying to act upon or refraining from acting upon the said instructions. In no event shall the Bank be liable for any loss of profits or contracts or special, indirect or consequential loss or damages suffered by the Customer.
- The Bank shall have the right not to execute the transfer request in case of insufficient balance in the account set out in the transfer application. The Bank shall also have the right to deduct funds from the Remitter account(s) who requested the transfer as a result of a computer error, or technical fault, human or any other error.
- The Bank shall not be responsible in case the funds are blocked owing to an International embargo and will not refund the remitted amounts / funds to Customer and the Customer shall not have any claim whatsoever with the Bank and or its agents.
- The Value Date requested by the Customer is subject to currency fluctuations, holiday(s) and Bank cut off time.
- The Customer acknowledges and agrees that Applications received after such designated cut-off time, will be processed on the next working day.
- The Bank shall not be liable for any transaction(s) rejected due to missing or incorrect beneficiary details and/or for a rejection due to an inactive beneficiary account. Additional charges shall apply, per rejected transaction.
- By initiating the transfer, the Remitter authorizes the Bank to waive-off the statutory cooling-off period requirements and the transaction will be executed per instruction (where applicable).

### **General Funds Transfer Declaration**

- The Customer acknowledges and agrees that:
  - o The Bank does not engage in any transactions, irrespective of currency, with or involving Iran, Syria, Crimea, Cuba and North Korea;
  - o The Bank does not engage in USD denominated transactions with or involving Sudan (North). As such, it is expected that Customers do not conduct any part of an import/export transaction in USD involving these countries. The Customer agrees that proceeds of any such transactions received in any other currency will not be converted in USD and routed through the Bank;
  - o The Bank does not allow any transaction with persons, entities or vessels designated as sanctions targets by local and international regulators.
  - o The Bank does not engage in transactions (including imports or exports) involving items of dual-use which can be used for offensive purposes e.g. items that can be used in nuclear proliferation, arms, ammunitions etc.
  - o The Bank pursuant to its policy, provides banking services exclusively to its account holders who are Customers of the Bank. Customers are therefore advised not to conduct transactions in their account(s) on behalf of 3rd party(ies).
  - o In keeping with the Bank's adopted policy and its regulatory and compliance obligations, the Bank will not be able to serve Customers that fail to abide by the foregoing requirements.

## **II. International Transfers (SWIFT): Additional Terms & Conditions**

- Correspondent Charges:
  - a) Yourself (OUR) - All local and overseas charges to be borne by Sender (i.e., the Remitter). Additional charges up to AED 100 will be charged upfront as correspondent bank charges.
  - b) Shared (SHA) - Local charges to be borne by Sender and overseas charges by Beneficiary.
  - c) Receiver (BEN)- All local and overseas charges to be borne by Beneficiary.
  - d) All charges incurred outside UAE are for the account of the beneficiary (unless specified otherwise).
- Intermediary/Correspondent bank involved in processing of the transfer instruction may deduct charges from the remittance amount irrespective of the method selected.
- The actual amount received by the beneficiary may be reduced by charges imposed by the beneficiary bank and or correspondent / intermediary bank. The exchange rate and debit amount displayed are indicative. The account will be debited at the prevailing exchange rate at the time of processing the transaction, not at the request submission. Please refer to your account statement for exact amount and exchange rate once the transaction has been processed.
- The Customer authorizes the Bank to deduct from his account(s) any loss arising from non-utilization of special FX rate deals booked by the Customer or booked by the Bank, its agents or correspondents on behalf of the Customer for processing of the transaction. All deals which are not executed completely, partially or cancelled will be considered as Non-utilization.
- Encashment of the remittances is subject to any exchanges control or other restrictions, which may be imposed by the rules and regulations of the country where encashment is to be made. Neither the Bank nor its correspondents or agents shall be liable for any loss or delay by any such rules and regulations.

## **III. Quick Remit: Additional Terms & Conditions**

- The Quick Remit service ("Service") allows a Customer to transfer money, in the selected payout currency, to select banks in the destination countries.
- The Bank reserves the right to reject any transaction due to compliance reasons and/or due to applicable law and regulation.
- Transactions will be subject to rejection and applicable charges shall be levied, in cases of incorrect SWIFT code and/or for incorrect format of the Swift code. The Bank is not responsible for rejection due to any such circumstances.
- Customers can request for a proof of payment from the Bank at an additional cost of AED 100 per request.

- Recall of transaction is permitted however such recall is limited to transactions which are pending for processing. Bank will make reasonable effort to honor the request but cannot guarantee a successful recall. Additional charges of up to AED 300.00 would be applicable for such recall requests.
- Quick Remit to Pakistan is for personal account transfers only. All commercial and business-related payments must be sent via Standard International Transfer.

#### **IV. Local Transfers: Additional Terms & Conditions**

- Money transfers will be allowed only to registered beneficiary. To register and activate a beneficiary instantly, click on Add Beneficiary button.
- For charges and cut-off times, please refer the link [Applicable Charges and Cut-off Times](#).
- Very Important:
  - a) Shared: Mean Mashreq charges will be paid by the sender, beneficiary bank charges if any will be paid by the beneficiary
  - b) Yourself: Both Mashreq charges and beneficiary banks charges will be paid by the sender
  - c) Receiver: Both Mashreq charges and beneficiary banks charges will be paid by the receiver

#### **V. Inward Remittances: Additional Terms & conditions**

- The Bank shall pay the actual amount of Telex/SWIFT transfers received in favor of the Customer after deducting the applicable banking fees/charges and commissions.
- Bank shall credit all the incoming remittances of the Customer into the Customer's accounts in the currency of such accounts unless the Bank receives instructions contrary thereto from the Customer, and the deposit shall be at the prevailing exchange rate on the day of deposit.
- Bank shall have the right to reject to pay for any transfer if the name of the beneficiary and/or his/her account / IBAN number does not match the Bank's records or for any other reason.
- Please be advised that as per Central Bank guidelines, credit to accounts held in banks operation in the UAE will be affected solely based on the beneficiary IBAN. All other information provided such as the beneficiary name and other, details will not be used.