

TERMS AND CONDITIONS

General Terms:

1. Customer must present valid ID at the time of processing transaction. Accepted valid IDs are UAE Emirates ID, Passport with valid visa (visitors) and GCC ID applicable for GCC Nationals.
2. Customer has to provide updated information regarding his job, source of income, employer and visa/EID validity information. If customer does not conduct any transaction for a period of six months, concerned profile will be inactive and subject to review before next transaction.
3. The Customer must ensure to count the money before leaving the cashier's counter and obtain a receipt for the transaction. Neither Sama Exchange nor its employees will be held responsible or liable for any claims whatsoever or shortages thereafter.
4. Customer undertakes that the money they bring to Sama Exchange is free from money laundering sources and/or from genuine business trade transactions. Violation of U.A.E and international money laundering regulations is purely at customer's risk and will result in reporting the matter to the concerned authorities.
5. Upon signing the transaction voucher, the customer confirms and acknowledges the correctness, authenticity, and legality of all the transaction details and will be held responsible for the same.
6. Sama Exchange has the complete right to amend or enhance the Terms and Conditions herein, by modifying or withdrawing any of the existing provisions or conditions or by adding any new provision or condition. Continued use of the services after such amendment will constitute acknowledgment and acceptance from the Customer.
7. Customer information and Transaction information are considered as confidential information and will not share to any third parties. However, we will share the required information to regulators, local authorities, government authorities and correspondent banks to complete the transaction. Customer information and Transaction information will be accessed by our employees, consultant and auditors and will be treated as confidential nature. This confidential information is stored with in our control with required security measures and maintained in UAE.
8. We may refuse to execute any requests, instructions or services requested by the Customer if the Customer fails to comply with the necessary procedures; or if the information or data are incorrect or are in violation of the applicable Laws and regulation.
9. The terms and conditions of our services shall be governed by the federal laws of the UAE and the courts of the Emirate of Dubai will be the jurisdiction to settle any dispute arising out of or in connection with this document.

10. Sama Exchange can deliver marketing, awareness, or transaction-related SMS to a customer's registered mobile number or email address.

Currency Exchange:

1. Currency once 'sold' or 'Bought' could only be returned at prevailing rate of Sama Exchange.
2. Source of fund documents must be provided by the customer if your transactions amount is AED 55,000 and above in 90 Days.
3. If the currency is brought from outside the country and transaction amount is AED 60,000 and above, customer has to provide Customs Declaration form(CDF).
4. Fake or counterfeit currencies will be reported to local authorities.
5. Stringent Enhanced due diligence and Source of fund requirements limits applicable for high-risk customers including Non-resident customers.
6. Corporate customers must provide other supporting documents including invoice, transportation documents and other related documents etc. towards the commercial transactions for the verification

Money Transfer/Remittance:

1. We will collect supporting document towards the source of fund of the customer if the transaction amount is or more than AED 55,000 in 45 Days.
2. Customer must submit required documents to prove the purpose of transaction if its other than home remittance.
3. Corporate customers must provide other supporting documents including invoice, transportation documents and other related documents etc towards the commercial transactions for the verification.
4. Transfer will be considered as successfully processed and completed unless any claim contrary to this received from the remitter within one month from the date of remittance.
5. Refund against cancellation of remittances due to return from bank for whatsoever reason will be only at prevailing market rate or transaction rate whichever is lower, after an advise on confirming non-payment or cancellation of payment instruction is received by us from our correspondent bank. Customer must bear all bank charges while at the time of return/cancel of payment.
6. If bank has rejected and returned the transaction, we will inform the customer and return the money after receiving from the correspondent bank. In case we are unable to contact and return to the customer after 7 days of return confirmation from the bank or customer is unable to collect money from us, that amount will be treated as unclaimed fund and will be kept separately.

7. In case the remittance sent through Instant Money Transfer and beneficiary fails to collect the fund within 90 calendar days, the amount will be collected back from the instant Money Transfer Agent and will be kept separately as Unclaimed fund to refund to the customer.
8. Remittance transaction can be cancelled by the customer if the transaction is not processed from our end. In case the remittance is processed and credited in the beneficiary account and cancellation of such transaction subject to the availability of fund in the beneficiary account and cancellation/return confirmation from the beneficiary bank.
9. Customer must produce Valid ID, original Voucher in order to claim Cancellation/refund of transaction.
 1. Sama Exchange shall not be liable to the Customer for any loss or damage incurred or suffered due to any non-acceptance, rejection, delay, or non-processing, however arising, or described and whatever the legal basis of the liability in connection with Sama Exchange provision of the Services, unless the loss was caused by fraud or willful misconduct on Sama Exchange part, Sama Exchange shall not be liable for any indirect or consequential loss or loss of profit whether or not they were foreseeable. The Customer shall indemnify Sama Exchange and its affiliates on demand against all losses that Sama Exchange and/or its affiliates may incur or otherwise suffer in connection with the Service, except to the extent, with respect to Sama Exchange or any affiliate, the losses resulted from fraud or willful misconduct on its part. Notwithstanding the above provision, Sama Exchange's total liability in each instance shall not exceed the amount equal to the sum of the transfer funds received from the Customer upon Sama Exchange acceptance of the Service Request.
10. Any related charges incurred for Amendment, Cancellation, Tracer, Refund and others will be applicable in all cases including applicable conversion rate.
11. The exchange company is free to use services of any of its correspondent banks/financial institutions in any country of its choice for the execution of remittances. Correspondent bank and intermediary bank charges are applicable and will be deducted from the amount payable to the beneficiary, if applicable.
12. Sama Exchange will not be held responsible if any transfer remittance/Instant money that was not executed by Sama Exchange correspondents due to reasons beyond Sama Exchange control such as beneficiary's A/C being closed or for legal or compliance reasons, disruption of communication system or due to any other situations at the destination, provided that Sama Exchange is able to get the funds returned from its correspondents, it will either resend these funds as per the revised details given by the remitter or the remitter will be refunded in UAE Dirhams.

13. The real time to complete a transaction may differ from estimates due to increased inspection of transactions or compliance verification by the correspondent bank/financial institution or agents providing financial services to the beneficiary of remittances.
14. Remittances will be subject to the law related to monetary transactions in the U.A.E and correspondent bank country and may be blocked or frozen in case found suspicious. The sender and beneficiary will be fully responsible to provide necessary supporting documents, evidence, and clarification to prove genuineness and legality of entities, funds involved and follow up the concerned authorities for effecting payment or refund. in such cases. Sama Exchange will not bear any responsibility in this respect.
15. The Customer hereby grants Sama Exchange the right to disclose any information provided by the Customer, including but not limited to, Customer Data, Personal Data, information provided by the Customer related to any other person and/or entity including beneficiary details and all other details and information relating to the transfer and any other transaction to correspondent banks and remittance partner in order to complete the transaction and to comply with all applicable laws and necessary due diligence requirements. Moreover,
16. We will provide the required customer and transaction information to regulators and other government agencies as and when required without obtaining any consent from the customer.
17. A request for Remittance/instant transfers against cheque/bank transfer and subsequent receipt of the related Tax Invoice (Transaction receipt) is deemed as instruction to Sama Exchange to execute the transaction, and Customer is obliged to make a payment through cheque/bank transfer (or cash) immediately. Remittance/instant transfers against cheque/bank transfer will be released only after realization/credit of funds. If a cheque is returned for any reason whatsoever, or payment against the transaction is not received by Sama Exchange promptly (on date of transaction) Sama Exchange has the right to cancel the transfer, take any legal action against the remitter and hold the remitter responsible for all expenses and any difference in the exchange rates in the process. Cheque return charges are also applicable in case of cheque returns.
18. Without guaranteeing the absence of any delay, subject to the Customer providing the correct remittance information, the estimated time required to process a transaction should normally range from "Instant or real time" to "3 to 4 working days", (dependent on the beneficiary country and services available and the intermediaries swift action).

Consumer Protection:

1. Customer may contact any counter for registering customer complaint and they can send complaint and suggestions through Email :
customer@samaexchange.com and call to customer service number +971 4 2693105
2. Customer will receive SMS confirmation within two business days with complaint number for further follow ups.
3. Complaint will be sorted out within 10 business days and if it's not resolved within specified time, we will inform the customer with the reason and justification for the possible delay.
4. If there is any conflict of interest between us and the customer, it will be handled as per the UAE federal Law.
5. Sama Exchange Staffs will never contact customers through any unregistered telephone numbers or emails, asking any confidential documents or data.

Consumer Rights: -

1. Customer have full Rights to the Know about the products, Services, counter parties, delivery Channel and Charges. Sama Exchange staffs are knowledgeable to provide the full disclosures of products of service offers.
2. Sama Exchange staffs will review the documents prior the on boarding or execution of the transaction with the consent of the customer and treated with high confidentiality.

Annexure-1:

Sl.No	Type of Service	Charges
1	Currency Exchange	NIL
2	Bank Transfer /IMTS	Charges vary depends on amount slab and destination country.(On Desk)