

# Credit Card Agreement





## Introduction

These Terms and Conditions govern each card issued by alizz islamic bank (S.A.O.G.) ("Bank"), the operation of each Primary Cardholders' Card Account together with the Services made available by the Bank.

This agreement is subject to the General Terms & Conditions of the relevant alizz islamic bank wherever relevant.

In terms of the Cardholders' declaration you signed on the Card Application Form, you are deemed to have agreed to be bound by these Terms and Conditions by:

- (a) Signing on the back of the Primary Card or any Supplementary Card; or,
- (b) Activation of the Primary Card or any Supplementary Card; or,
- (c) Use of either Primary Card or any Supplementary Card in any manner including, but not limited to, a merchant transaction; or
- (d) A cash advance or a purchase through the internet; or,
- (e) Cardholder/s making a Balance Transfer application; or,
- (f) Cardholder/s requesting Bank to issue Card Cheque.

The headings in these Terms and Conditions are for convenience and will be ignored in construing the Terms and Conditions.

## 1 DEFINITIONS AND INTERPRETATION

**1.1 Definitions:** In these Terms and Conditions, the following terms shall have the following meanings:

**"Agent(s)"** means, for the purposes of these Terms and Conditions, any third party required and/or appointed by the Bank to operate or administer a Card Account or to provide all or any part of the Services.

**"Alerts"** means the customized alert messages sent by the Bank to the Authorised User for Services.

**"Annual Subscription Fee"** means an annual fee to be charged by Bank in respect of each Card to be notified by Bank from time to time.

**"ATM"** means an authorised teller machine or any Card operated machine or device whether belonging to Bank or other participating banks or financial institutions nominated from time to time by Bank, which accept the Card. This term shall also include any machine which accepts cash deposits and withdrawals towards payment of all or part of the Current Balance.

**"Authorised User"** means in relation to an individual or joint Card Account, any person named as a Cardholder for that Card Account or the person authorised in writing to act on behalf of the Cardholder in relation to the Card Account(s) and any Transactions in relation to such Card Account(s). Such individual will be assigned a Security Code issued by the Bank to use the Card and access the Card Account and Services.

**"Balance Transfer"** means, subject to clause 6 of this Agreement, the settlement or transfer of all or any part of the outstanding balance of the card issued by another bank or financial institution to the Cardholder/s by debit to the Card Account.

**"Balance Transfer Amount"** means the amount of the Balance Transfer that debited to the Card Account.

**"Balance Transfer Date"** means the date on which the Balance Transfer Amount is debited to the Card Account as Bank may determine in its discretion.

**"Billed Amount"** means the amount of the Qualifying Transaction as it appears in the Card Statement.

**"Billing Month"** means the statement period for the Primary Cardholder's Card Account.

**"Bill Payment"** means the payment of bills to utility, telecommunications or other companies or authorities through any Service or such channels as shall be made available by the Bank.

**"Business Day"** means a day on which the Provider is open for normal banking operations in Oman, which includes any day other than a Friday and Saturday, a public holiday and any day on which the Bank is not open for retail business.

**"Card"** means, as appropriate, MasterCard or any other credit card issued by the Bank to the Cardholder and includes Primary, Supplementary and replacement, reissued or renewed Card.

**"Card Account"** means the account allocated to a Card for the purpose of entering all credits and debits received and (or) incurred by the Primary Cardholder and (or) the Supplementary Cardholder, if any, under these Terms and Conditions for that Card.

**"Card Statement"** means Bank's monthly statement issued to the Primary Cardholder showing particulars of the Card Transactions since the last Card Statement and the Current Balance and Minimum Amount Due payable to the Bank by the Payment Due Date and sent to the Primary Cardholder at the postal address provided by him/her or by such other means as may be agreed with or notified to him/her.

**"Card Transaction"** means

The purchase of any Shari'a compliant goods and/or services and/or benefits and/or reservations (including without limitations any reservation made by the Cardholder for air, ship, rail, motor or other lodging or accommodation or other transportation, rental or hire, whether or not utilized by the Cardholder shall elect to use; or,

- (a) Cash Advance withdrawal; or,
- (b) Balance Transfers; or,
- (c) Card Cheques; or,
- (d) Any other transaction initiated in any manner by the Cardholder, by the use of the Card or the Card numbers or the Security Code or in any other manner including without limitation mail, telephone, internet or facsimile orders or reservations authorised or made by the Cardholder, regardless of whether a sales slip or Cash Advance or other voucher or form is signed by the Cardholder.

**"Cardholder"** means an individual to whom a Card bearing that individual's name is issued by the Bank and includes the Primary Cardholder and any Supplementary Cardholder. Reference in these Terms and Conditions to 'Cardholder' shall mean Primary Cardholder and/or Supplementary Cardholder as shall be appropriate in the context.

**"Cash Advance"** means any amount in any currency obtained by use of the Card, the Card number or the Security Code or in any manner authorised by the Cardholder from Bank or any other bank or financial institution or ATM for debit to the Card Account. Cash Advance includes transactions at exchange houses.

**"Card Application Form"** means an application filled out and signed the Cardholder in relation to the opening of a Card Account.

**"Card Cheque"** means a banker's cheque issued by Bank to Cardholder/s by debiting the Card Account and payable at Bank's discretion to any other person/entity/the Cardholder may request.

**"Cashback"** means an accrued reward amount having monetary value earned on Qualifying Transactions at rates and percentages determined by the Bank from time to time at its sole discretion and upon the Cardholder claiming such Cashback rewards from Bank as per the terms and conditions stipulated herein. In the event that the Cardholder does not claim Cashback from Bank within the validity period as notified by Bank, the Cardholder shall forfeit the same upon expiry of such period.

**"Charges"** means amounts payable by the Cardholder arising from use of the Card the Card number, the Security Code or under these Terms and Conditions and includes without limitation all Card Transactions, fees, charges, additional expenses, damages, legal costs and disbursements, which will be debited to the Card Account and form part of the Current Balance.

**"Card Limit"** means the maximum debit balance permitted by the Bank for the Card Account for the Primary Card and the Supplementary, if any, and notified to the Primary Cardholder by means of the monthly Card Statement or by such other means as may be appropriate at the discretion of Bank.

**"Current Balance"** means the Card Account balance (inclusive of all Charges) which shall be debited to the Card Account) outstanding on the Card Account payable to the Bank according to Bank's records on the date the Card Statement is issued.

**"Deposit"** means an amount in cash or cheque placed with the Bank as specified by the Bank as security for the performance of the Primary Cardholder's obligation and secure the Credit Limit.

**"Dues"** means the amount payable by the Cardholder against the Current Balance and constitutes an amount not less than the Minimum Amount Due, and not exceeding the Current Balance.

**"Enrolment Date"** shall mean the date on which the Card is activated or when the Card is issued, whichever is later.

**"Fatwas"** means the binding Shari'a pronouncements issued by the Shari'a Supervisory Board of the Bank from time to time.

**"Guarantee"** means a guarantee, if any, from a bank or individual acceptable to the Bank in favour of Bank and in form and substance by Bank for an amount specified by Bank, as security for the performance of the Cardholder's obligation and to secure the Credit Limit.

**"Instructions"** means documentation, operating instructions electronic instructions, facsimile, telegraphic transfers, or any other means by which an Authorised User initiates and transmits directions to the Bank in relation to a Card Account.

**"Interactive Voice Response System (IVRS)"** means an automated voice response system of the Bank having facility to carry out banking transactions including other facilities provided by the Bank by identifying the Cardholder and recording the Instructions.

**"Intellectual Property Rights"** means intellectual property rights in connection with the Services under these Terms and Conditions including but not limited to all statutory and other proprietary rights in respect of all intellectual property including all trademarks, technical information, process control technology, rights attaching to software, patents applications, logos and devices, confidential information, and any other rights of like nature (whether registered or unregistered) belonging to any Bank.

**"Late Payment Amount"** means an amount payable by the Cardholder in relation to any amount not paid on the Payment Due Date as designated by the Bank from time to time and in accordance to these Terms and Conditions. Late payment amount goes to the Charity account and distributed according to the FSSB guidelines.

**"Limit"** means the applicable daily or transactional limit for usage of the Card Account, Card Transactions and all other services as set by the Bank from time to time (subject to the terms of the Bank).

**"Merchant"** means any corporate entity, person or other establishment supplying Shari'a compliant goods and/or services who accepts the Card or the Card number as a mode of payment or reservation by the Cardholder.

**"Minimum Amount Due"** is the minimum amount of the Current Balance payable by the Cardholder as shown on the Card Statement.

**"Mobile Banking Service"** means the mobile banking facility made available by the Bank for such Services as Card Account related information, transaction details, initiating Instructions and other Services as may be made available to the Cardholder or any Authorised User from time to time through a Mobile Device.

**"Mobile Device"** means a device registered with the Bank to communicate all the messages relating to all transactions/requests using the Services. The device also include the handset and the SIM card along with the accessories and necessary software for GSM, which is owned or operated by an Authorised User or Cardholder.

**"Mobile Number"** means the number specified by the Cardholder for an Authorised User during registration for Mobile Banking Service for the purpose of availing Mobile Banking Service.

**"Monthly Subscription Fee"** means a fixed amount, as determined and notified by the Bank from time to time (with approval of the Shari'a Board), charged to the Cardholder every month for using the Card services as per the Cardholder's respective card type.

**"Online Banking Services"** means the online electronic service made available by the Bank to Cardholder having personal Card Accounts whereby the Cardholder may carry out transactions and avail other Services online from any Website.

**"Online Disclaimer"** means alizz islamic Bank online disclaimer, a copy of which is available on the Website's login page.

**"Payment Due Date"** means the date specified in the Card Statement by which date payment of at least the Minimum Amount Due is to be made to the Bank.

**"Person"** means any legal person and shall include an individual person, a sole proprietor, an individual partnership firm, company, corporation or other natural or legal person whatsoever.

**"Personal Information"** means any information about the Cardholder provided by the Cardholder or any Authorised User and obtained by the Bank.

**"Banking Phone Services"** means the telephone Instruction and information service, whether automated or through a Cardholder service agent made available by the Bank for Islamic products and Services.

**"PIN"** means in relation to a Cardholder the personal identification number issued to the Cardholder by the Bank to enable the Card or the Card Number to be used at an ATM or any other electronic device as distinct from the TIN defined below.

**"Point of Sale (POS) Terminal"** means an electronic terminal available at Merchant's whether local or international capable of processing Card Transactions.

**"Primary Card"** means a Card issued by the Bank at the request of an individual entering into the card agreement with Bank and who signs the Primary Card applicant declaration in the Card Application Form.

**"Primary Cardholder"** means the person who is issued the Primary Card for whom the Card Account is first opened by the Bank based on an agreement entered into by him/her with Bank.

**"Privacy Policy"** means the Bank's privacy policy, a copy of which is available at the Website's login page.

**"Qualifying Transaction"** means the Shari'a compliant retail, online transactions and/or other transactions that the Bank defines as eligible from time to time. Only qualifying transactions posted by the Bank to the Card Account will be considered eligible for the Cashback Program. The Billed Amount of the qualifying transaction will be considered for Cashback calculation in the statement that the transaction appears.

**'Qard Hassan Limit or Qard Limit'** means the Credit Card Limit.

**"Security"** means the Deposit and/or the Guarantee when these are held.

**"Security Codes"** means all passwords, activation codes, and other codes or PINs or TINs as may be provided by the Bank to utilize or access the Card, Card Account and Services.

**"Bank"** means alizz islamic bank (SOAG) including its successors and assigns.

**"Security Tools"** means the Security Code or any other means of security (such as chip technology or card number issued by the Bank from time to time for an Authorised User to access or utilize the Card Account, Card and Services and may be used with Security Codes.

**"Services"** means all Services made available by the from time to time to enable the Cardholder to utilize the IVRS, Phone Services, Mobile Services, and Online Services.

**"Shari'a Board"** means the Shari'a Supervisory Board of the Bank.

**"Scheme"** means the Electronic Card payment Scheme operated by MasterCard and Supported by GCC Switch.

**"SMS"** means short message services utilized with the Services provided such as Mobile Services.

**"Specified Entities"** means in relation to Bill Payment service provided to the Cardholder, such entities approved by the Bank's details of which are available on the Bill Pay service page of the relevant Website.

**"Statement"** means Bank's periodic statement sent to the Cardholder, by the Bank showing particulars of Transactions conducted under the Card Account during a certain period, including debits with regards to various payments and transfers made utilizing any of the Services.

**"Software"** means the application to be downloaded and installed on the Authorised User's Mobile Device on order to access Services.

**"Supplementary Card"** means a Card issued by the Bank to a person nominated by, and at the request of, the Primary Cardholder and in respect of which each Card Transaction is to be recorded in the Primary Cardholder's Card Account. The use of the Supplementary cards is under the sole responsibility of the Primary Cardholder

**"Supplementary Cardholder"** means the person who is issued a Supplementary Card.

**"TIN"** means in relation to the Cardholder the telephone identification number issued by the Bank, and sent to the Cardholder or generated by the Cardholder over the phone in order to enable him/her to use Phone Services facilities to carry out transactions and/or make enquiries over the phone, and as distinct from the Security Code defined above.

**"Transaction"** means a Card Transaction relating to a Card Account, which is completed by the Bank for the Cardholder following Instructions from an Authorised User, which may be a local or international transaction.

**"Rial"** means the lawful currency of the Sultanate of Oman Oman.



**"Undertaking"** means the undertaking (in the form prescribed by the Bank) given by the Cardholder in which, among other things;

The Cardholder confirm that he/she will use the Card for Shari'a Compliant transactions;

**"Oman"** means the Sultanate of Oman.

The Cardholder discloses all his/her payment obligations towards any credit cards and/or any payment obligations in respect of any conventional facilities.

**"Website"** means the website owned, established and maintained by the Bank located at the URL [www.alizzislamic.com](http://www.alizzislamic.com), and or any website established and maintained by the Bank from time to time.

## 1.2 Interpretation

Unless the context requires otherwise, the following rules shall apply:

- (a) Where two or more persons constitute the expression the " Primary Cardholder", all covenants, agreements, undertakings, stipulations, obligations, conditions and other provisions hereof and their liability herein shall be deemed to be made by and be binding and applicable respectively on them jointly and each of them severally and shall also be binding on and applicable to his/her personal representatives, successors and/or assigns jointly and severally.
- (b) Reference to any person including the Cardholder, the Bank, and/ or any other persons and/or legal entities shall include the personal representatives, successors, heirs and/or assigns of the person.
- (c) Reference to any person shall include any corporation, firm, partnership, society, association, statutory body and agency, whether local or foreign.
- (d) Reference to a statutory provision includes reference to any modification, consolidation or re-enactment of it for the time being in force, and all statutory instructions or orders made pursuant to it.
- (e) Words importing the singular meaning shall where the context admits include the plural and vice-versa.
- (f) Words for a gender include all genders.
- (g) References to "month" shall mean references to a Gregorian month.
- (h) The headings in these Terms and Conditions are for convenience only and have no legal or contractual effect.

## A) ISLAMIC CARD

### 2 QARD HASSAN

- 2.1 Bank shall make available to the Cardholder the Credit Limit by way of a loan (Qard Hassan). The Credit Limit may be utilized by the Cardholder for Card Transactions.
- 2.2 Bank may at any time, without prior notice to the Cardholder reduce the amount of the loan (Qard Hassan) or Credit Limit. In such

an event, the Cardholder shall be required to repay the relevant amount of the loan so as to be within the new Credit Limit.

### 3 CARD CONDITIONS

- 3.1 The Card is and will at all times remain the property of the Bank and must be surrendered to the Bank immediately upon request by the Bank or its duly authorised agent.
- 3.2 The Primary Card and Supplementary Cards may be collected by the Primary Cardholder or sent by post or courier to the address notified to the Bank by the Cardholder at the risk of the Primary Cardholder. Supplementary Cards will be delivered as instructed by, and at the risk of the Primary Cardholder.
- 3.3 Upon receipt of the Card, the Cardholder shall sign on the back of the Card immediately and such signature and/or activation and/or use of the Card will constitute binding and conclusive evidence of the confirmation of the Cardholder to be bound by these Terms and Conditions and for which purpose the Primary Cardholder hereby appoints all Supplementary Cardholder as his/her agent for this purpose notwithstanding that the Bank is not notified of the Cardholder's receipt of the Card.
- 3.4 In the event the Cardholder does not wish to be bound by these Terms and Conditions, the Cardholder shall cut the card in half and return both halves to the Bank and clause 19 hereof shall henceforth be operative.
- 3.5 The Card is not transferable and shall be used exclusively by the Cardholder. The Cardholder under no circumstance whatsoever will allow the Card and/or the Security Code be used by any other individual. The Card may not be pledged by the Cardholder as security for any purpose whatsoever.
- 3.6 The Cardholder shall at all times ensure that the Card is kept in a safe place and is responsible for safe keeping the card at all times.

### 4 USE OF THE CARD

- 4.1 The Card may be used for Card Transactions:
  - (a) Within the Credit Limit notified by the Bank to the Primary Cardholder, and
  - (b) Until the last day of the expiry month embossed on its face the Cardholder hereby agrees to abide to specific terms and conditions of the relevant product as communicated by alizz islamic banking in writing.
- 4.2 If any Cardholder loses or damages his/her Card or requires replacement or additional Cards, Bank may at its discretion issue such Card or Cards as Primary Cardholder may request in writing or any Cardholder may request the same through Phone Services.
- 4.3 The Cardholder undertakes to act in good faith at all times in relation to all dealings with the Card and with the Bank and not to use the Card for any illegal or immoral purpose.
- 4.4 Certain purchases of goods services, such as alcohol, dealing in pork and pork related products, gambling pornography or other illegal activities, are prohibited under the principles of the Islamic Shari'a.

It is the Cardholder's responsibility to ensure that the Card is utilized for Card Transactions which are not contrary, offensive or repugnant to the principles of the Islamic Shari'a.

- 4.5 Notwithstanding that the Cardholder's Card Limit has not been reached, Bank shall be entitled to, at any time, including but not limited to clause 4.4 and giving any notice or reason and without liability towards Bank, withdraw and restrict the Cardholder's right to use the Card or to refuse to authorise any Card Transaction.
- 4.6 Bank may convert all foreign currency Transactions to the Card Account at the currency rate prevailing at the time of posting the Transaction.
- 4.7 The Cardholder will at all times remain liable for any Card Transaction and Bank records in respect of any Card Transaction will be conclusive and binding on the Cardholder.
- 4.8 Bank will provide a Security Code to be used in conjunction with the Card when effecting a Transaction (locally or internationally), which may or may not be required at the time of the Transaction.
- 4.9 Bank's record of any Transaction effected by the Primary Cardholder or Supplementary Cardholder in conjunction with a Security Code shall be binding on the Cardholder as to its consequence.

## 5 CASH ADVANCE

- 5.1 The Cardholder may obtain a Cash Advance subject to the availability of adequate credit for such purpose, and as may be acceptable to Bank from time to time at its absolute discretion by the following means.
- 5.2 Presenting the Card at any branch of a Bank or of any member institution of MasterCard International together with evidence of his/her identity and signing the necessary transaction record. Cash Advance includes transactions at exchange houses.
- 5.3 The Card may be used at any ATM of the Bank or of any other bank or institution which has the necessary arrangement with MasterCard International. The amount of each Cash Advance may be further subject to the applicable daily withdrawal limit of the respective ATM utilized and the Card type.
- 5.4 Bank's record of all ATM Transactions effected by use of a Card will be conclusive and binding on the Cardholder for all purposes. The amount stated on the ATM screen or printed ATM transaction slip shall not be taken as a conclusive statement of the Cardholder's liability.
- 5.5 Use of the Card by the Cardholder to obtain a Cash Advance shall be deemed to constitute the agreement of the Cardholder to pay a fixed Cash Advance fee as prescribed by Bank in its "Service & Price Guide" as amended from time to time. The fixed Cash Advance fee will be levied on each Cash Advance Transaction and charged to the Card Account. Bank may, from time to time, vary the amount of the fixed Cash Advance fee payable by the Cardholder with notice to the Cardholder and approved of the Shari'a Board.

## 6 BALANCE TRANSFERS

- 6.1 Balance Transfer facility will be offered, at Bank's sole discretion, to Cardholder provided they meet the eligibility criteria determined by the Bank from time to time for this facility and only after they provide Bank with the Undertaking.
- 6.2 Bank shall grant the Balance Transfer facility at its sole discretion and reserves the right to refuse to grant a Balance Transfer without revealing the reasons for such refusal. Bank may be notice to the Cardholder cancel its commitment to make available a Balance Transfer facility or to reduce the amount of the Balance Transfer facility being made available to the Cardholder.
- 6.3 The Balance Transfer Amount shall be determined by Bank in its sole discretion, subject to a minimum of Omani Rial one thousand (Rials 1000) or such other amount as may be determined by the Bank from time to time.
- 6.4 The Balance Transfer, if approved by the Bank, will be by way of debit to the Card Account of the Cardholder of the Balance Transfer Amount and disbursement by the Bank of the Balance Transfer Amount by way of a pay order drawn in the name of the third party bank(s) and sent to the last known address of the Cardholder by courier or such other means as the Bank deems fit. Bank will not be liable to pay to the third party bank(s) any overdue charges, late payment fees, finance charges, or any other charges that may arise as a result of late payment of the Balance Transfer Amount.
- 6.5 Bank will provide this facility only once, upon submission of the Undertaking by the Cardholder for all the payment obligations towards any credit cards as disclosed in the Undertaking. However, in case the Credit Limit is not sufficient to pay off all the payment obligations disclosed in the Undertaking, Bank will allow the Balance Transfer once to the extent of the payment obligations disclosed in the Undertaking and provided the Cardholder does not incur any further payment obligations in respect of the credit cards disclosed in the Undertaking.

## 7 PAYMENT

- 7.1 Details of all Charges are listed in Bank's "Services & Price Guide" as amended from time to time. This "Services & Price Guide" may be amended from time to time by the Bank at its sole discretion upon notice to the Cardholder.
- 7.2 The Monthly Subscription Fee and the Annual Subscription Fee shall be calculated in accordance with the Bank's "Services & Price Guide". The Cardholder acknowledges and agrees that the Monthly Subscription Fee and the Annual Subscription Fee may be amended by the Bank in its sole discretion with approval of the Shari'a Board. Bank shall notify the Cardholder of the revised fees by making the relevant changes to the Schedule available at the Bank branches or on the Website.
- 7.3 The Cardholder(s) shall be solely liable to pay the Monthly Subscription Fee and the Annual Subscription Fee and all dues as per the Bank's records upon the request of the Bank.

- 7.4 The Monthly Subscription Fee shall be added to the Card Statement issued to the Cardholder.
- 7.5 The Annual Fee as presented by the Bank for the Card shall be when issued or renewed and upon the issuance or renewed of every Supplementary Card.
- 7.6 The Primary Cardholder agrees to pay the total amount of all Charges described as the Current Balance specified in the Card Statement, such Charges to be due in full and payable not later than the Payment Due Date specified on the Card Statement.
- 7.7 The Primary Cardholder may choose not to settle the Current Balance in full, in which case the Cardholder must pay at least the Minimum Amount Due on or before the Payment Due Date. If the Current Balance is less than as prescribed by the Bank from time to time then the Current Balance becomes fully due. If the Minimum Amount Due is not paid by the Payment Due Date or only partly paid, then the unpaid amount of such Minimum Amount Due will be included in the next Card Statement's Minimum Amount Due.
- 7.8 The Cardholder shall and undertakes to stay within the prescribed Credit Limit assigned by the Bank unless prior approval in writing to exceed this Credit Limit is obtained by the Cardholder from the Bank and further undertakes to effect no Card Transactions which may cause the aggregate outstanding balance under all such Card Transactions to exceeds Credit Limit. If in contravention of this provision, the Cardholder exceeds the Credit Limit, then such amount exceeding the Credit Limit will become payable in full and will be included in the next Card Statement's Minimum Amount Due.
- 7.9 If the Cardholder fails to pay the Minimum Amount Due Date, a Late Payment Amount will be levied on the Card Amount according the services and charges announced to customers. Bank shall retain the actual and direct loss or cost (excluding any loss of profit, cost of funding or any other amount in the nature of interest) incurred due to the remaining to Charity as approved by the Shari'a Supervisory Board.
- 7.10 All payments received by the Bank from the Cardholder may be applied in the following order of payment or such other order of priority as the Bank may deem fit:
- (a) Charges and fees.
  - (b) Payments.
  - (c) Balance Transfers.
  - (d) All other purchases.
  - (e) Credit Card Cheques.
  - (f) Cash Advances.
- 7.11 Bank shall be entitled at its sole discretion to vary the method of calculation of the annual fees, Monthly Subscription Fee, handling charges, Charges, the specified Minimum Amount Due Date, and/or Late Payment Amount or any other fees or Charges upon notice to the Cardholder. After obtaining the FSSB approval.

- 7.12 All payments made by the Cardholder shall be in the billing currency of the Card Amount.
- (a) If payment is made in any other currency, the Cardholder shall pay the Bank all exchange, commission and other Charges or losses charged or incurred by the Bank in converting such payment to the billing currency. Such conversion shall be effected at such rate of exchange prevailing on the date of posting of such payment into the Card Amount.
  - (b) Payments shall only be regarded as having been received by the Bank and such amounts have been posted by the Bank into the Card Account.
  - (c) Any cheque deposited as payment shall be accepted for collection and the proceeds shall have been cleared, the proceeds have been paid to the Bank and posted into the Card Account.
  - (d) Where payment is received in any currency other than the billing currency, such payment shall be credited to the Card Account only after the relevant funds have been received for value by the Bank in Oman, converted to the billing currency and posted into the Card Account.
- 7.13 Fees as prescribed by the Bank shall be payable for, inter alia, the issue of replacement Cards whenever requested by the Cardholder, if cheques deposited towards payment of the Dues are returned unpaid, or for such other services as the Bank shall determine (with approval of the Shari'a Board) and notify to the Cardholder.
- 7.14 The Cardholder hereby expressly agrees that if any sums shall be overdue from the Cardholder to the Bank at any time under the Card Account, the whole outstanding balance on the Cardholder's Card Account shall become immediately due and payable and the provisions of clause 19 hereof shall be applicable at the discretion of the Bank.
- 7.15 Bank may at any time demand that the Cardholder provide a Deposit and/or a Guarantee in favour of the Bank for a specified amount even when this was not required when the Card was originally issued to the Cardholder.
- 7.16 Non receipt of the Card Statement by the Cardholder shall not be construed by the Cardholder to be sufficient reason for non-payment of Dues on time.
- 7.17 Bank will credit the Cardholder's Card Account with the amount of any transaction refund only upon receipt of such refund from the member establishment.
- 7.18 The payment by the Cardholder of any sum to the Bank in respect of any Card Statement shall constitute binding and conclusive of the acceptance by the Cardholder of the transactions, Charges and fees shown on that Card Statement.
- 7.19 Bank will not be responsible to the Cardholder to present the evidence of the transactions performed by the Cardholder and the Card Statements sent to him/her shall be sufficient for the purpose of establishing the Cardholder's liability.

## 8 STANDING INSTRUCTION FACILITY

- 8.1 The Primary Cardholder(s) may make payment to the Card Account through the standing instruction facility offered by the customer by requesting the facility in the Card Application Form or by filling a separate standing instruction form available at the Bank branches. The acceptance of the standing instruction facility is subject to the discretionary approval of the Bank.
- 8.2 The standing instruction facility allows the Cardholder to make payment his/her Card Account Dues on an automatic basis on the relevant Payment Due Date, by debiting his/her nominated account with any bank ("Nominated Account") subject to properly signed authorisations and the discretionary approval of the Bank.
- 8.3 The Primary Cardholder may elect to make a full payment of the Current Balance or pay 5% minimum payment of that balance as may be prescribed on the Payment Due Date or on a particular day of each month.
- 8.4 Bank will accept standing instructions subject to verification of signing authority and the standing instruction will be actioned subject to the availability of an adequate balance in the Nominated Account with the relevant bank on each Payment Due Date (or if different, the date prescribed in the standing instruction).
- 8.5 If an adequate balance is not available in the Nominated Account on the Payment Due Date, then Bank may accept a partial payment to be used to settle a portion of the Dues.
- 8.6 If for any reason the standing instruction is not completed, Bank is not obliged to advise the Cardholder of the same. The Cardholder shall remain obligated to make payment on the relevant Payment Due Date. In such case, Bank may, but is not obliged to, without providing prior notice to the Cardholder, cancel the standing instruction.
- 8.7 The Cardholder's instruction to Bank under this clause 7 shall remain in full force and effect until advised in writing or through the Phone Services by the Cardholder. Any amendment to or cancellation of the Cardholder's standing instruction facility by the Cardholder must be in writing or received through the Phone Services and must be received by the Bank at least to be made under the standing instruction.

## 9 SUPPLEMENTARY CARDS

- 9.1 Bank may in its absolute discretion issue a Supplementary Card to a person nominated by the Primary Cardholder and approved by the Bank. The issue of the Supplementary Card shall be subject to such Terms and Conditions which Bank may deem necessary.
- 9.2 The Terms and Conditions applicable herein to the Primary Cardholder shall apply mutatis mutandis (i.e. with the necessary changes) to the Supplementary Cardholder except for the liability to repay the Charges which rests with the Primary Cardholder.
- 9.3 The Credit Limit assigned to the Primary Cardholder is inclusive of the Credit Limit of the Supplementary Cardholder and the Primary Cardholder and the Supplementary Cardholder shall not permit the total of the Charges incurred through their respective Cards to exceed the said Credit Limit.

- 9.4 The Validity of the Supplementary Card is subject to the validity of the Primary Card. The termination of the Supplementary Card for whatever reason shall not automatically terminate the Primary Card or the Primary Cardholder's Agreement with Bank, but the termination of the Primary Card shall also terminate the Supplementary Card.
- 9.5 The undertakings, liabilities and the obligations of the Primary Cardholder and the Supplementary Cardholder to the Bank and Bank's rights herein shall not be affected in any way by any dispute or counterclaim which the Primary Cardholder and the Supplementary Cardholder may have against each other.
- 9.6 The Primary Cardholder shall unconditionally and irrevocably indemnify and hold harmless Bank its shareholders, directors, employees, officers, representatives (each an "Associated Person") against any loss, damage, liability, costs and expenses whether legal or otherwise incurred by Bank or any Associated Person by reason of any legal disability or incapacity of the Supplementary Cardholder or any breach of these Terms and Conditions by the Supplementary Cardholder.
- 9.7 The Primary Cardholder undertakes that he is the natural guardian of any Supplementary Cardholder between 18 and 21 years of age and that the use of such Supplementary Card shall be under his/her supervision and control.
- 9.8 The Primary Cardholder authorises the Bank to provide information about the Card Account to the Supplementary Cardholder.

## 10 LOSS CARD AND SECURITY CODE

- 10.1 Bank may issue a Security Code for the Cardholder for use at any ATM or electronic device which will accept the Card and the Cardholder agrees that the PIN may be sent by post or courier to the Cardholder at his/her risk.
- 10.2 Bank may issue a Security Code for the Cardholder's use with Phone Services and the Cardholder agrees that the Security Code may be generated over the telephone or any other communication device or may be sent by post or courier to the Cardholder at his/her risk.
- 10.3 When any Security Code is advised by mail or courier, the Cardholder shall memorise the Security Code and immediately destroy the advice.
- 10.4 The Cardholder shall be fully liable for Card Transactions made with the Security Code whether with or without the knowledge of the Cardholder.
- 10.5 The Cardholder shall take all reasonable precautions to prevent the loss or theft of the Card and shall not disclose the Security Code to any party.
- 10.6 In the event that the Card is lost or stolen or the Security Code is disclosed to any other party, the Cardholder shall immediately notify the said loss, theft or disclosure together with the particulars thereof to the Bank and to the police of the country where such loss or theft or disclosure occurred.



- 10.7 The Cardholder shall be and remains fully liable to make payment to the Bank for any debit to the Card Account arising from any Card Transactions, Cash Advances, ATM transactions, utility payments and/or any services or facilities provided through Phone Services, effected through the use of the Card and/or Security Code by any person whether with or without knowledge of the Cardholder or not.
- 10.8 Bank may at its absolute discretion issue a replacement Card for any lost or stolen Card or anew Security Code on these Terms and Conditions or such other terms and conditions that the Bank may deem fit.
- 10.9 In the event that the lost or stolen Card is recovered by the Cardholder, he shall immediately return the same cut in half to the Bank without using it. The Cardholder shall not use the Security Code after reporting to the Bank the Bank of the disclosure of the same to any other party.

## 11 BILL PAYMENT

- 11.1 Cardholder with the Bank are entitled to use the Phone Services bill payment facilities as noted in clause 15.4. Bank may at its own discretion vary or cancel the Phone Services bill payment facilities but shall notify the Cardholder of the same.
- 11.2 In the event of part or delayed payment of a utility bill and the Utility Company discontinuing the utility services to the Cardholder as a result, he Bank will not for any reason be held responsible for such disconnection.
- 11.3 The Bank will make payment to the Utility Company within two (2) working days of receipt of a Cardholder's Instructions. Cardholders are therefore, advised in their own interest, to pay their utility bills regularly at least three (3) working days prior to the last payment date stipulated by the Utility Company.
- 11.4 The Cardholder will be responsible for amending his/her utility consumer numbers directly by using Phone Services bill payment facilities. Bank will not be liable for, and the Cardholder hereby irrevocable releases the Bank from any liability for excess, insufficient, late or incorrect payment f the utility bills or any consequence thereof (including, but not limited to, termination of utility service) or any other loss, damage, claims or proceedings that may arise as a result of the Cardholder's failure to settle his/her utility bills.
- 11.5 The Bank will determine a maximum value which may be paid in any one day. This amount may be changes at the Bank or the Bank's discretion at any time and without any prior notice being given to the Cardholder.
- 11.6 Bank may at its own discretion vary or cancel Phone Services bill payment facilities at any time and without giving prior notice to the Cardholder.

## 12 STATEMENT

12.1 Customer Statements (including E- statements under clause 12.2 below) shall be provided at agreed intervals. Unless instructed by the Cardholder in writing to hold all correspondence, the Bank will dispatch Statements and devices to the Cardholder's postal address as recorded in Bank's records. The same will be deemed to have been received by the Cardholder. The Cardholder should carefully check the Transactions in the Statement and any error or discrepancy must be notified in writing to the Bank within (15) fifteen days from the date on which the Statement is sent to the Cardholder's address. If the Cardholder gives no such notice, the Statement will be deemed to be correct and the Cardholder may not thereafter raise any objection. If the Cardholder does not receive a Statement for any period, it is the responsibility of the Cardholder to demand a Statement from the Bank within (15) fifteen days from the date on which the Statement would normally have been sent.

### 12.2 E-Statement

a) In consideration of the Bank agreeing to the Cardholder's request that future Transactions, Statements, Card Account advices and/or any other services of or added by the Bank from time to time are sent to the Cardholder via electronic mail ("e-Statement") to such electronic mail ID as contained in Bank's records and/or as instructed by the Cardholder to Bank from time to time as outlined below ("Designated Electronic Mail ID"), the Cardholder hereby agrees as follows:

1. Bank may, in its sole discretion, send e-Statement to the Cardholder if the Cardholder has requested for the e-Statement services and provided the Designated Electronic Mail ID to the Bank as outline below. The Cardholder may choose any of the following options to register or subscribe for e-Statement Services:

(A) The Primary Cardholder may submit e-statement request to any of Bank's branches;

(B) The Cardholder may register through any service for e-Statement services. If the Cardholder has not registered for any Service, the Cardholder has to first register for that service, obtain a Security Code and then register for e-Statement registration is complete, the Cardholder will receive an email containing the e-Statement terms and conditions.

The Cardholder will be deemed to have accepted the e-Statement terms and conditions unless the Cardholder properly notifies to the Bank that he/she would like to cancel his/her e-Statement registration; or

(C) The Cardholder may register through the Bank's Online Service (assuming the Cardholder has registered for this facility) by logging in and requesting for e-Statement registration.

b) The Bank may subscribe the Cardholder to the e-Statement services upon registration. However, if the Cardholder would like to opt out any of the individual e-Statement services, the Cardholder should clearly indicate the same at the time of registration for the e-Statement services or may subsequently notify the Bank in writing or by using the Phone Services or through Online Service.

- c) The Cardholder understands that the Bank may deliver the Card Statements via electronic mail.
- d) Upon registration for e-Statement services, the Cardholder will receive each e-Statement at the Designated Electronic Mail ID, which shall be attached to an electronic mail notification. Bank will send each e-Statement to the Cardholder's primary Designated Electronic Mail ID as provided by the Cardholder and if such transaction is rejected for any reason whatsoever, Bank will attempt to send the e-Statement to the secondary Designated Electronic Mail ID as provided to the Bank. It shall be the responsibility of the Cardholder to notify the Bank in writing directly or through Phone Services with regards to non-receipt of an e-Statement or any change in the Designated Electronic Mail ID. Bank will not be liable for non-receipt of any e-Statement by the Cardholder due to an incorrect electronic mail ID or for any other reason whatsoever.
- e) The Cardholder agrees to notify the Bank in writing or through Phone Services if the Cardholder is unable to access or has not received any e-Statement or, following receipt of an e-Statement, if there is any unauthorised transaction, discrepancy, omission, inaccuracy or wrong entry in the e-Statement within fifteen (15) days from either: (i) the delivery of the e-Statement by the Bank to the Cardholder, or (ii) if the Cardholder is unable to access the e-Statement and notifies the Bank, upon the Cardholder receiving and getting access to the e-Statement. Subject to the above, the Cardholder shall be deemed to have received and accepted as true and correct all the entries in the e-Statement upon expiry of the fifteen (15) day period prescribed above.
- f) The Cardholder unconditionally and irrevocably indemnifies and holds harmless the Bank, its shareholders, directors, employees, officers, representatives from, and waives any right that accrues to the Cardholder at law against the Bank, the Bank or any Associated Person with regard to, any losses, costs, damages incurred or sustained by the Cardholder, directly or by indirectly, as a result of generating, delivering, managing, errors, viruses, disruption, delays, unauthorised alteration, unauthorised usage/access, inaccuracy, interruption, interception, unavailability of e-Statement services, communication failure, electrical or network failure or other equipment failure that may result in an e-Statement being incomplete or unavailable, disclosure of confidential information to third parties or manipulation of the data or otherwise, caused as a result of the Bank dispatching an e-Statement to the Designated Electronic Mail ID.
- g) The Cardholder understands and agrees that the storage of information contained in an e-Statement including, without limitation, the Card Account information, transaction activity, the Card Account balances, remittances and any other information stored on the Cardholder's personal computer by reason of receipt of an e-Statement shall be stored at the Cardholder's risk and liability and the Bank shall not be responsible for any unauthorised access by or disclosure of such information to third parties.

- h) The e-Statement services are provided at the sole discretion of the Bank and Bank may choose to modify, supplement, suspend, withdraw, cancel, terminate or discontinue the e-Statement services at any time. In the event of such modification, amendment, suspension, withdrawal, cancellation, termination or discontinuance of the e-Statement services, Bank shall notify the Cardholder either by mail, electronic mail, facsimile or other at Bank's offices or Bank branches and the Cardholder agrees to be bound by the same.
- i) The Cardholder acknowledges and agrees that once the e-Statement services are provided to the Cardholder, Bank will cease to provide the Cardholder with printed and mailed statements, advices and/or confirmations.
- j) The Cardholder further acknowledges that the use of and the transaction of information via electronic mail may not be guaranteed to be secure. The Cardholder is the owner and user of the Designated Electronic Mail ID and shall take all necessary security measures and precaution to ensure that any unauthorised party does not access the Designated Electronic Mail ID. THE Cardholder is aware that any unauthorised use of an e-Statement by the Cardholder or any third parties (whether authorised or unauthorised by the Cardholder) may result in appropriate action being taken against the Cardholder. The Cardholder shall not itself, and shall not allow third parties (whether by self or otherwise) to, re-engineer, modify, disseminate, copy, decompile any e-Statement provided by the Bank to the Cardholder.
- k) The Cardholder agrees and authorises the Bank to advertise its products and services along with the e-Statement services to the Designated Electronic Mail ID from time to time. Bank also reserves the right to charge a fee for providing e-Statement services to the Cardholder in such amount as may be advised by the Bank from time to time as permitted under the Terms and Conditions.
- l) If the Cardholder opts to receive e-Statement services, the Cardholder shall be deemed to have accepted and agreed to be bound by these Terms and conditions, as amended by the Bank from time to time. For registration via Phone Services, the first electronic mail shall carry the e-Statement terms and conditions. The Cardholder agrees that receipt of such electronic mail shall constitute acceptance of the terms and conditions related to the e-Statement services will constitute the Cardholder's agreement and receipt of these Terms and Conditions as well as the acknowledgement of the inherent risks in the transaction of e-Statement via electronic mail.

### 13. CASHBACK PROGRAM

- 13.1 Bank's Cash Anywhere Program (the "Program") allows an eligible Bank Cardholder to accumulate Cashback on Qualifying Transactions incurred on their Card during the Billing Month, as per the minimum and maximum limit amounts that may be set by the Bank from time to time.

Cashback accumulated on such Card can only be redeemed by credit to the Primary Cashholder's Card Account with Bank. The Bank will decide when to introduce the Cashback program.

### **13.2 Eligibility**

- (a) The Program is open to the Cardholder where the Card is not blocked by the Bank and in any other cases as determined by the Bank from time to time.
- (b) The Cashback earned by the Cardholder will accrue as a reward balance in favour of the Cardholder. While the accrued and rewarded Cashback has a monetary value on redeemed as a credit to the Primary Cardholder's Card Account. Upon being redeemed, the reflected as a credit to the Primary Cardholder's Card Account in the same manner as any other credits.

### **13.3 Enrolment**

- (a) Participation in the Program is automatic for all eligible Cardholders.
- (b) If the Cardholder so chooses, he may opt out of the Program by sending Instructions in writing to the Bank or by calling Bank's Phone Services.
- (c) The Cardholder may continue to use his/her Card as he normally does.
- (d) Bank may impose fees on the Program at its absolute discretion, which may vary from time to time, such fees to be notified to the Cardholder.
- (e) The Enrolment Year shall mean "any twelve-month period" commencing on the Enrolment Date.

### **13.4 Program**

- (a) The Cardholder will earn Cashback at a percentage of Qualifying Transactions as specified by the Bank from time to time, provided the total Qualifying Transactions incurred in Oman Rials during the Billing Month meets the minimum amount as determined by the Bank from time to time. Bank at its sole discretion will round down the total Cashback earned during a Billing Month to the nearest Oman Rial.
- (b) All retail purchases billed to the Card Account will be deemed to be Qualifying Transactions and are eligible to earn Cashback. This will not include the following transactions:-
  - i. Balance transfers;
  - ii. Local cash advances;
  - iii. Card cheques;
  - iv. All fees charged on the Card by the Bank;
  - v. Transactions reversed by merchants;
  - vi. Utility Bill payments such as telephone bills, water & electricity bills made through the Bank's payment channels such as phone banking, Online Services, ATM, mobile banking; and
  - vii. Any other transactions determined by the Bank from time to time.

- (c) A Cardholder cannot accrue or be rewarded with Cashback for any retail purchases incurred prior to the Enrolment Date.
- (d) Cashback accumulated by a Cardholder on the Card cannot be combined or used in conjunction with Cashback of his/her other Cards at the time of redemption or transferred to any other Card or card loyalty program unless otherwise specified by the Bank.
- (e) The Cashback is not transferable by operation of law or otherwise to any other person or entity. The Cashback is an accrual payable solely at the sole discretion of the Bank and is not an attachable account which may be transferred to any other person or entity.
- (f) the Bank will notify the Cardholder in a periodic Card Statement of the Cashback accumulated. The Primary Cardholder can only redeem Cashback after it has been reflected as accumulated balance in the Card Statement.
- (g) In the event that the Cardholder voluntarily returns the Card for any reason for cancellation or the Bank takes action to cancel the Card for any reason whatever, all Cashback accumulated shall stand forfeited. If the Card is blocked or suspended for any reason whatever, then Cashback accumulated shall forfeited but My be reinstated, at the sole discretion of the Bank.
- (h) Bank's decision on computation, lapse, forfeiture, credit, debit, and cancellation of Cashback shall be final, conclusive and binding on the Cardholder.

### **13.5 Redemption & Forfeiture**

- (a) The Card must not be overdrawn, suspended, blocked, cancelled or terminated by the Bank at the time of the receipt of request for redemption of Cashback. In any of the above events, it is at the discretion of the Bank whether th Cashback amount may be redeemed or will be forfeited.
- (b) The method for redemption of Cashback is that the Primary Cardholder telephones the Phone Service or accesses the Online Services of the Bank, and after the identification process, requests redemption of all or part of the accrued/ rewarded Cashback. Bank may at its discretion introduce other methods for redemption of Cashback.
- (c) Bank may set the Minimum amount and the maximum amount limit on Cashback per month at its sole discretion. Furthermore, the minimum amount that will be allowed to be redeemed in any instance is set by the Bank and may be changed from time to time.
- (d) Bank will credit the Primary Cardholder's Card Account with the Cashback redemption amount requested within three (3) Business Days of receipt of such redemption request from the Primary Cardholder.
- (e) On redemption, the Cashback will be credited to the Primary Cardholder's Card Account and will automatically be subtracted from the accumulated Cashback.

- (f) The Primary Cardholder must redeem the earned Cashback within fifteen (15) months of earning such Cashback. If not redeemed within this period, or such other period as the Bank may decide, such Cashback shall be forfeited and will be reduced from the accumulated Cashback balance reflected in the Card statement of the Card Account.
- (g) Cashback is not exchangeable for other rewards, refundable or transferable under any circumstance, nor can it be converted back to Cashback accrued/rewarded.

## 14 GENERAL SERVICES

- 14.1 All Services are provided at the sole discretion of the Bank may choose to modify, amend, suspend, withdraw, cancel, terminate or discontinue the Services at any time. In the event of such modification, amendment, suspension, withdrawal, cancellation, termination or discontinuance of the Services, the Bank shall notify the Cardholder either by mail, electronic mail, facsimile or otherwise placing notices at Bank's offices or Bank branches an the Cardholder agrees to be bound by the same.
- 14.2 In the event of such suspension, the Cardholder may request reinstatement of Services by contacting Bank using any of the methods provided for under these Terms and Conditions. Bank reserves the right in its sole discretion to grant or deny reinstatement of the Cardholder to use any of the Services.

### 14.3 The Cardholder agrees, acknowledges and undertakes:

- (a) That the Services offered in connection with the Card may be supplied by Bank and the Cardholder agrees that all provisions of, and his/her obligations and liabilities under, these Terms and Conditions in relation to the Services shall apply and b owned to Bank
- (b) To pay the Bank's Charges for Services as published and as amended from time to time. Such Charges are deemed to be binding on the Cardholder whether or not the Cardholder received specific notice. The Cardholder authorises the Bank to Charge any of the Card Account with the Bank. If the Service is withdrawn or reduced in whole or in part, the Cardholder shall not be entitled to any refund of any Charges paid respect of any matter in relation to the Services;
- (c) To terminate Services by giving written notice to the Bank and will be responsible for all Transactions until the termination of the Service by the Bank;
- (d) To execute any additional documents that may be required by Bank and/or the Bank prior to providing any existing/modified/ additional Service. Where a Cardholder fails to comply with such requirements, the Cardholder shall not be eligible for such existing, enhanced or modified Services and Bank will be entitled to withdraw Services provided earlier;
- (e) To accept and agree to the changes to these Terms and Conditions, otherwise notify the Bank in writing and the Cardholder will not be entitled to use the Services;

- (f) To accept all debits to a Card Account and other liabilities arising from the use of the Services by the Cardholder and/or an Authorised User and considers that the Bank's books, entries and registers shall be final and conclusive evidence of the correctness of any Transaction;
- (g) To provide further documentation as requested by the Bank to avail additional Services;
- (h) That the use of Services are permitted only upon the Bank allowing access to the Cardholder and/or any Authorised User;
- (i) That the Bank may accept and act upon all Transactions provided via the Services provided to the Cardholder or any Authorised User;
- (j) That the Bank is not required to make any investigations regarding the identity of the user gaining access to the Services, other than the Security Codes provided in the security procedure and/or any other additional security methods/devices implemented by the Bank at its absolute discretion;
- (k) That the Cardholder is liable for the usage of the Security Codes and any other authentication used to access any of the Services by authorised personnel, unauthorised personnel or any other third parties;
- (l) That the Bank can reasonably rely on the authenticity of Transactions conducted by the Cardholder, Authorised User or anybody else on the Cardholder's behalf by access the Services using Security Codes and the security procedures. If the Bank has reason to doubt the genuineness of any Transaction, the Bank may, in its own discretion, choose not to process the Transaction initiated using any of the Services;
- (m) The availability of the Services and ability to undertake any Transactions through the Services shall at all times be subject to the applicable Limit; and
- (n) That the Cardholder will not hold the Bank liable for any non-receipt of information through any of the Services provided by the Bank.

#### **14.4 Conditions relating to Phone Banking Services**

- (a) General
  - i. Bank may at its absolute discretion provide Phone Services service and related Security Code to the Cardholder through a Bank.
  - ii. The Bank is hereby authorised to act on verbal or touch-tone Instructions with respect to the Card Account.
  - iii. The Bank will issue the Cardholder with a confidential Security Code. The Cardholder will not reveal the Security Code to anyone. The Cardholder's verbal or touch-tone Instructions identified by the correct Card Number and Security Code will be deemed to be correct. Accordingly, the Bank will be entitled to rely on any such Instructions. The Bank will not be responsible for, and the Cardholder



hereby irrevocably releases Bank from, any liability to the to the Cardholder arising as a result of the Bank accepting the Cardholder's Instructions, or Instructions from some other person purporting to be the Cardholder. The Cardholder hereby agrees to unconditionally and irrevocably indemnify and hold harmless the Bank or the Bank accepting the Cardholder's Instructions from some other person purporting to be the Cardholder.

- iv. Phone Services transactions effected through use of a Security Code will be conclusive and binding on a Cardholder for all purposes.
- v. The Card Account balance given to the Cardholder through Phone Services will not be taken as conclusive of the state of the Cardholder's Card Account with the Bank.

## 15 MOBILE BANKING SERVICES

### 15.1 General Terms:

- (a) The Mobile Banking Service shall be provided at the sole discretion of the Bank and may be discontinued by the Bank at any time, with prior notice to the Cardholder.
- (b) The Cardholder and each Authorised User for the Cardholder must successfully complete the registration process for Mobile Banking Service.
- (c) The Mobile Banking Service will only be available for mobile and data connections, which meet the required specifications, and configurations as may be specified by the Bank from time to time. The Cardholder and each Authorised User for the Cardholder agrees to procure and maintain a mobile and data connection, which meet these requirements at the Cardholder's or that Authorised User's own expense.
- (d) Guidance on the operation of the Mobile Banking Service will be made available to the Cardholder. The Cardholder and each Authorised User must follow all relevant guidance whenever an Authorised User access or operates the Mobile Banking Service. The Bank may inform the Cardholder from time to time about changes to the way the Cardholder or any Authorised User should access or operate the Mobile Banking Service.
- (e) The Bank may post all Alerts via SMS to the Mobile Device of an Authorised User. The Cardholder acknowledges that in the future, the Bank may send Alerts via additional mediums of communication. The Bank may from time to time, change the features of any Alerts. It is the Cardholder's responsibility to cheque all available Alerts, which will be notified by the Bank on the Website and/or to an Authorised User's Mobile Device. The Bank may from time to time, add, delete, and/or modify the Alerts based on Cardholder or Authorised User requests.
- (f) The Cardholder and each Authorised User unconditionally consents to the Bank sending marketing and/or promorional messages or greetings via calling or SMS to the Mobile Number between 7.00 AM to 9.00 PM. If any Authorised User elects to stop receiving such marketing and/or promotional messages

via SMS, they shall advise the Bank in writing and request the removal of their Mobile Number from the database for such messages. The Cardholder and each Authorised User irrevocable and unconditionally agrees that such calls or messages made by the Bank and or its Agents shall not be construed as a breach of the privacy of the Cardholder or any Authorised User and no complaint or proceedings shall be made or brought in relation to them.

- (g) Mobile Banking Service is intended to be available 7 days a week, 24 hours a day but there is no warranty that Mobile Banking Service will be available at all times. Instructions received after the Bank's normal working hours will be processed only on the next Business Day. The Cardholder and each Authorised User further agrees that the Bank shall be entitled at any time, at the Bank's sole discretion and without prior notice, to temporarily suspend the operation of the Mobile Banking Service for updating, maintenance and upgrading purposes, or any other purpose whatever as the Bank deems necessary, and in such event, the Bank shall not be incurred by the Cardholder or any Authorised User as a result.
- (h) For the purpose of the Cardholder's and any Authorised User's use and records only, the Cardholder and any Authorised User may download and store data on the Mobile Device and print hard copies of certain records.
- (i) Where the Mobile Banking Service is made available linked to a joint Card Account in two or more names with the Bank, it is acknowledged that, irrespective of whether the Card Account is normally operated either jointly or singly, the Mobile Banking Service may be accessed by one Authorised User, V acting alone.
- (j) The Cardholder agrees that any payment Instructions submitted to the Bank cannot be treated as evidence of the Bank having paid or agreed to pay the sum so requested.
- (k) The Cardholder and each Authorised User accepts that the cut-off time for a Business Day is the same as the Bank's normal business timing in the Sultanate of Oman from Sunday to Thursday. All requests received after the cut-off time or on a day, will be deemed to have been received on the following Business Day.
- (l) The Cardholder and each Authorised User accepts that any Transaction will be completed as and when the process is successfully concluded, provided all other requirements are further reference, authentication, written notice or verification.

## **15.2 Access to Accounts and Availability**

- (a) Mobile Banking Service will only be available for a Card Account specifically nominated by the Cardholder.
- (b) The Cardholder and any Authorised User may request and receive information on most types of Card Accounts for which the Cardholder is the Card Account owner. The Bank may restrict:
  - i. The maximum number of Card Account accessible using the Mobile Banking Service;

- ii. The Card Accounts which the Cardholder can nominate for use on the Mobile Banking Service; and
  - iii. Cardholder or Authorised User use of the Mobile Banking Service on a particular Card Account.
- (c) The Cardholder acknowledges that the Bank shall authenticate the identity of the Cardholder or any Authorised User only through the Security Code, Security Tools and Mobile Number set by the Cardholder.
- (d) To access Mobile Banking Service, the Bank will issue a Security Code to the Cardholder for use by each Authorised User. The Bank may also issue separate requirements, restrictions, Instructions, activation and access procedures, or any additional conditions pertaining to the access and use of the Mobile Banking Service, the Software, the Security Codes, and the transaction of Instructions ("Procedures"). The Cardholder and each Authorised User agrees and undertakes to be bound by and to comply with all Procedures as may be issued by the Bank from time to time.

### **15.3 Authorisation**

- (a) The Cardholder irrevocably and unconditionally authorises the Bank to:
  - i. Access the Cardholder's Card Account registered for Mobile Banking Service to effect banking or other Transactions;
  - ii. Disclose to the Agent or any other third party, all Cardholder and Authorised User information in its possession, as may be required by them to provide the Mobile Banking Service to the Cardholder or any Authorised User;
  - iii. Record the Transaction details on the Bank's records;
  - iv. Send any rejection message in relation to any Instructions or proposed Transaction, if it finds that the request sent by the Cardholder or any Authorised User is not in accordance with the Bank's format or other requirements; and
  - v. Introduce any new facilities through the Mobile Banking Service at any time in future and undertake Transactions using such new facilities when a request is received from the Cardholder.
- (b) Cardholder or any Authorised User acknowledges and agrees that when the Bank and/or its Agents effect a Transaction from or to any of the Card Accounts, the Bank and its Agents is acting as the Cardholder's agent, and not as the agent or on behalf of any third party. The Cardholder and Authorised User agrees that the Bank, its affiliates, Agents and partners shall be entitled to rely on the foregoing authorisation, agency and authority granted by the Cardholder. The Bank shall be under no obligation to accept any Instruction by the Cardholder and Authorised User.

### **15.4 Equipment and Software**

- (a) The Cardholder is solely responsible for ensuring that the Mobile Device and other equipment with which the Cardholder and Authorised User accesses and uses the Mobile Banking Service

are suitable for such use and are functioning properly (including at any time providing sufficient storage for downloading data to disc or paper for printouts).

- (b) Upon completion of the prescribed registration and activation procedures, Cardholder and/or any Authorised User will be permitted to download the Software for installation into the Cardholder's or Authorised User's Mobile Device and be granted a limited, non-exclusive, non-transferable right to use the Software, provided the Cardholder and each Authorised User agrees to:
- i. Not use the Software for any purpose other than to access the Cardholder's own Card Account via the Mobile Banking Service on the Cardholder's or any Authorised User's own Mobile Device;
  - ii. Not permit or enable any person to access the Software, or leave the Mobile Device unattended in such a manner as to enable others to access the Software;
  - iii. Neither reproduce, modify or reverse engineer, modify or decompile the Software nor permit any other person to do so; and
  - iv. Not permit any person to access the Cardholder Security Codes or Security Code or otherwise enable any person to download a copy of the software.
- (c) The Cardholder and any relevant Authorised User:
- i. Are jointly solely responsibility for protecting the registered Mobile and Security Codes for the use under the Mobile Banking Service.
  - ii. Accept that for the purposes of the Mobile Banking Service any Instructions or Transaction emanating from the given Mobile and Mobile Number shall be assumed to be initiated by the Authorised User.
  - iii. Shall request the Bank, through any of the banking channels, to suspend the Mobile Banking Service and/or change Mobile Number if the Mobile Device is lost or the Mobile Device or Mobile Number has been allotted to another person. The Cardholder and/or Authorised User shall immediately inform the Bank of any change in the Mobile Number or any unauthorised Transaction in his/her Card Account of which he/she has knowledge.
- (d) Conditions relating to SMS Service (Mobile Banking Notifications):
- i. Upon application by the Cardholder, the Bank may at its absolute discretion provide SMS services ("Mobile Banking") to the Cardholder (currently known as Mobile Banking Notifications).
  - ii. Unless the Cardholder has expressly forbidden the Bank to send promotional information to its Mobile Device, the Bank may from time to time, at its own cost, send promotional information to the Cardholder's Mobile Device.

- iii. The bank shall not be responsible for any network failure by the GSM network provider or any transaction error or any failure of a Mobile Banking Notification to reach the Cardholder.
- iv. Charges for receiving and sending SMS messages will be completely borne by the Cardholder even if the Mobile Device has a roaming facility and the foreign operator charges for SMS messages. The Cardholder agrees to receive any number of messages at any time.
- v. The Cardholder shall immediately notify the Bank of any loss or theft of the Mobile Device, and the Bank shall from the time of notification stop providing the Mobile Banking Notifications service to that Mobile Device.

## 16 ONLINE SERVICES

### 16.1 General Conditions for use of Online Services

- (a) The Cardholder irrevocably and unconditionally accepts that any Transaction and/or Instruction made or given through the Online Services will be entirely at the Cardholder's own risk and responsibility. The Bank's record of any Transaction or Instruction processed in connection with Online Services will be binding and conclusive evidence of such Transaction or Instruction for all purposes.
- (b) The Cardholder agrees that all security procedures used and implemented by the Bank are reasonable and adequate. The Cardholder shall safeguard and ensure that the security procedures are kept secret at all times and shall diligently safeguard from disclosure and/or use by any other person(s), the Cardholder's Security Codes, or any other authentication method/device, not to be disclosed to any third parties or unauthorised personnel. The Cardholder is advised (and Agrees):
  - i. To remember the Security Codes and destroy any notification as soon as the Cardholder receives it;
  - ii. Not to write down or record their Security Codes;
  - iii. That any security-related device must be kept physically secure, which includes making sure that Security Codes are not kept in any form (including by browser or any other Software) in such a way that anyone using the same device can go through the security procedures using stored details;
  - iv. To note the restrictions for usage of the Security Codes and/or any other authentication method/devices as advised by the Bank.
- (c) The Cardholder will have access to the Bank's network 24 hours/7 days, with the exception of any planned or unexpected shutdowns during operating and non-operating hours. The Cardholder acknowledges that such shutdowns may result in either partial or no access to the Online Services. The Bank reserves the right to record in its information systems

all data concerning any communication or action relating to any Transactions. The Bank will use reasonable endeavours to execute Instructions as soon as these are received from the Cardholder and accepted by the Bank's information systems but does not guarantee any indicated turn around time. The date and content of each Instruction will be verified by any means available to the Bank.

- (d) The Cardholder agrees and acknowledges that the links to downloadable software sites are for convenience only and the Bank is not responsible or liable for any difficulties or consequences associated with downloading the software. Use of any downloaded software is governed by the agreement, if any, which accompanies or is provided with the software.

## **16.2 Bill Payment Service**

- (a) Bill Payment Service allows the Cardholder to pay their utility bills from the Cardholder's Card Account to Specified Entities in the Sultanate of Oman using the Online Service. The Cardholder can also view whether the Instruction is pending or completed for Pay Bill and add/delete the Specified Entities or its details.
- (b) The Cardholder authorises the Bank to follow the payment Instructions provided under these Terms and Conditions using the Online Service. The Cardholder will provide the Bank with their consumer reference number, Card Account Number and/or any other information related to those entities that qualify as Specified Entities, to in carrying out a Bill Payment request. When the Cardholder initiates a Bill Payment request, the Cardholder authorises the Bank to charge their Card Account with the amounts provided in the Transaction and to the Specified Entity the equivalent amount on Cardholder's behalf.
- (c) Bill Payment requests are executed as per the Instructions and the Cardholder's Card Account will be debited on the Business Day after the Bill Payment request is processed.
- (d) While it is anticipated that most Bill Payment requests will be processed and completed on the Business Day after the Cardholder's selected Bill Payment process date, the Cardholder agrees that due to circumstances beyond the control of the Bank some Bill Payment requests may take longer to be posted to the account at the Specified Entity. The Cardholder agrees that the Bank will not be responsible for any payments that are received or posted by the Specified Entities after the grace period, or that result in a late charge or penalty assessed by the payee, if the Cardholder does not follow this recommendation. In such an event, the Cardholder agrees that he/she shall have the sole risk of incurring and the sole responsibility for paying any and all late Charges or penalties assessed by the payee.
- (e) Only Specified Entities within Oman may be paid using the Bill Payment Service.
- (f) The Bank reserves the right to reject a Bill Payment request, if there are insufficient funds available in the Card Account, or in the usable balance in the Card Account or for any other reason.

- (g) The Cardholder agrees that all security procedures used and implemented by the Bank are reasonable and adequate. The Cardholder shall safeguard and ensure that the security procedures are kept secret at all times and shall diligently safeguard from disclosure and/or use by any other person(s), the Cardholder's Security Codes, or any other authentication methods/devices, not to be disclosed to any third parties or unauthorised personnel. The Cardholder is advised (and agree):
- i. To remember the Security Codes and destroy any notification as soon as the Cardholder receives it;
  - ii. Not to write down or record their Security Codes;
  - iii. That any security-related device must be kept physically secure, which includes making sure that Security Codes are not kept in any form (including by browser or any other software) in such a way that anyone using the same device can go through the security procedures using stored details; and
  - iv. To note the restrictions for usage of the Security Codes and/or any other authentication methods/devices as advised by the Bank.
- (h) The Cardholder will have access to the Bank's network 24 hours/7 days, with the exception of any planned or unexpected shutdowns during operating and non-operating hours. The Cardholder acknowledges that such shutdowns may result in either partial or no access to the Online Services. The Bank reserves the right to record in its information systems all data concerning any communication or action relating to any Transactions. The Bank will use reasonable endeavours to execute Instructions as soon as these are received from the Cardholder and accepted by the Bank's information systems but does not guarantee any indicated turn around time. The date and content of each Instruction will be verified by any means available to the Bank.
- (i) The Cardholder agrees and acknowledges that the links to downloadable software sites are for convenience only and the Bank is not responsible or liable for any difficulties or consequences associated with downloading the software. Use of any downloaded software is governed by the terms of the license agreement, if any, which accompanies or is provided with the software.

### **16.3 Card Payment Service**

- (a) Card Payment service offered by the Bank allows the Cardholder to access their Card details, summary of debits, credit balance available for use, current/previous statement and card payments through Online Services.
- (b) Upon registration of the Online Services, all Cards issued by the Bank in the Cardholder's name will automatically be linked to the Online Services.
- (c) This Services allows the Cardholder to request each back redemption, payments, balance transfers, card, cheques, reissue their Security Code, replacement of Card, change Card

Limit, report the Card lost/stolen cards, renewal of Card and amendment of Instructions and early card renewal requests.

- (d) This Service allows Cardholder's with a valid Card to use their Card to make online payments via the Online Services.
- (e) Any Instruction made through this Service will be debited from the Cardholder's Card immediately.
- (f) The Cardholder understands and agrees that any Card payments made using the Online Services are online payment Services. Payments will be subject to the cut-off times as provided by the Bank from time to time.

#### **16.4 Responsibility for Errors**

The Cardholder understands and agrees that the Bank will rely on the information provided by the Cardholder and the Cardholder authorises the Bank to act on any Instructions, which have been or reasonably appear to have been or reasonably appear to have been sent by the Cardholder, to submit transfer, remittances or make payment Instructions on the Cardholder's behalf. The Cardholder understands that third party financial institutions receiving the transfer / payment Instructions may rely on such information. The Bank is not obliged to take any further steps to confirm or authenticate such Instructions and will act on them without requesting for any further confirmation. The Cardholder understands that if the Cardholder provides the Bank with incorrect information or if there is any error in the Cardholder's Instruction / information, the Cardholder accepts full responsibility for losses resulting from any of errors, duplication, ambiguities or fraud in the information that is provided by the Cardholder. The Cardholder agrees not to impersonate any person or use a name that the Cardholder is not authorised to use. If any information provided by the Cardholder is untrue, inaccurate, not current or incomplete, without limiting other remedies, the Bank reserves the right to recover from the Cardholder any actual costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information. In any event, the Bank is not responsible for errors, delays and other problems caused by or resulting from the action or inaction of any third party for transfers / payments Instructions. The Cardholder understands that any such errors, delays or other problems are the responsibility of the relevant third party. The Bank does not guarantee that the Cardholder's infrastructure will ensure connectivity to the Bank's network.

#### **16.5 Online Disclaimer and Privacy Policy**

The Online Services are specifically granted to the Cardholder as per these Terms and Conditions, Online Disclaimer and Privacy Policy made available to the Cardholder prior to using any of the Services under the Online Services.

#### **16.6 Limitation of Liability and Warranty**

- (a) The Cardholder understands and agrees that the Online Services are provided "as-is" except as otherwise provided in these Terms and Conditions or the Bank's Online Disclaimer and Privacy Policy or as required by law, the Bank assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.
- (b) The Cardholder understands and expressly agrees that use of the Online Services including any material and / or data download or otherwise obtained through the use of the Online



Services is downloaded or obtained at the Online Disclaimer and Privacy Policy's own risk and the Cardholder will be solely responsible for any damages, including without limitation damage to the Cardholder's computer system or loss of data that results from the download or the obtaining of such and/or data.

- (c) Except as expressly set forth in these Terms and Conditions, the Bank disclaims warranties of any kind, express or implied. Including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement of Intellectual Property or third party rights, and the Bank makes no warranty or representation regarding the accuracy or reliability of any information including such information as retrieved by the Cardholder from the use of the Online Services, or that the Online Services will meet requirements of all users, be uninterrupted, timely, secure or error free.

#### **16.7 Viruses and Technical Problems:**

The Bank shall not be held liable for any harm caused by the transmission through the Online Services, of a computer virus, or other computer code or programming device that might be used to access, modify, delete, damage, corrupt, deactivate, disable, disrupt, or otherwise impede in any manner the operation of the Online Services or any of the Cardholder's software, hardware, data or property.

#### **16.8 No Liability for failure to computer transaction through Online Services**

- (a) The Cardholder may access a statement of all transfers and payments effected or pending at any time. If any Transaction could not be completed, the Bank and/or its Agent, upon learning that such transfer or payment has failed, will make reasonable efforts to complete the transfer / payment. If the transfer / payment fails a second time, the Bank will notify the Cardholder. The Bank does not guarantee good and timely execution of Transactions and will not be liable for any direct, indirect, incidental, special or consequential damages if the Bank's failure to complete any Transaction under the Online Services, which was not international and resulted from a bona fide error, notwithstanding the Bank's procedures to avoid such error, for instance:
- (b) Bank shall not be obligated to inform the Cardholder of a failure to effect any payment or execute any Transaction for any of the abovementioned reason, the Bank may at any time request from the Cardholder's written confirmation of submitted Transactions. The Cardholder declares that none of its Transactions shall contribute to the laundering of criminal proceeds and the Cardholder assumes responsibility for the authenticity and lawfulness of its Transactions.

- (c) Miscellaneous

## 17 GENERAL TERMS

- 17.1 Bank shall be able to appoint any agent to collect all or any sums due to the Bank from the Cardholder and/or estate under this Agreement.
- 17.2 Bank shall be entitled at any time without the consent of the Cardholder to assign the whole or any part of its rights or obligations under this Agreement with or without notice to the Cardholder.
- 17.3 The Cardholder undertakes to sign such further document as may be reasonably requested by the Bank from time to time to give effect to these Terms and Conditions.
- 17.4 The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.
- 17.5 The Terms and Conditions herein are binding upon the Cardholder and he shall not assign his/her obligations herein to anyone else.
- 17.6 Bank may at any time waive, either unconditionally or otherwise, any of these Terms and Conditions or any default or breach of the Cardholder, provided that such waiver is given in writing by the Bank and save as aforesaid no condoning or excusing of and no neglect or forbearance on the part of the Bank of any default or breach of any of these Terms and Conditions shall operate as a waiver of the Bank's rights and powers and no waiver shall be inferred from or implied by anything done or not done by the Bank unless expressed in writing by the Bank. Any waiver shall operate only as a waiver of the particular matter to which it relates and shall not operate as a waiver or release of any of these Terms and Conditions.
- 17.7 In connection with the special discounts and offers made by the respective Merchants, the Bank do not hold out any warranty or make any representation of the delivery, quality, design, specifications or otherwise set out in respect of these offers. In addition, these products and services are subject to availability and will be allocated on a first come, first served basis.
- 17.8 In connection with special discounts and offers made by the respective Merchants, the Bank will not be held responsible where any Merchant withdraws, cancels, alters or amends these products and services. In addition, the Bank reserves the right to change the benefits available to Cardholder at any time without prior notice.

## 18 TERMINATION

- 18.1 Any fraud and/or abuse relating to earning and redemption of Cashback under the program may result in forfeiture of the Cashback, as well as suspension and cancellation of the Program for the Cardholder.
- 20.2 the Bank reserves the right to cancel, suspend, change or substitute the Cashback or Cashback conditions or the basis of computation of Cashback or the terms and conditions of the Program at any time, without giving any prior intimation to the Cardholder.
- 18.3 Notwithstanding the payment provisions outlined under clause 6, all amounts outstanding on a Card Account (including that of all Supplementary Cards) together with the amount incurred by the use of the Card but not yet charged to the Cardholder's Card

Account shall be payable immediately in full upon the termination of this Agreement.

- 18.4 The Primary Cardholder may at any time notify the Bank of his/her intention to close the Card Account and terminate the use of all Cards by giving a notice in writing and returning all Cards cut into half to the Bank. The Card Account shall be closed only after the receipt by the Bank of all Charges and liabilities under the Card Account.
- 18.5 In the event of the Supplementary Cardholder terminating his/her Card, the Primary Cardholder shall continue to be liable to the Bank for all Charges and other liabilities in accordance with these Terms and Conditions.
- 18.6 The Bank may at any time recall all or any Cards and terminate their use with or without giving prior notice to the Cardholder. The Cardholder shall immediately after such recall, return such Card cut in half to the Bank and make full payment of all Charges and liabilities to the Bank.
- 18.7 The use of all Cards, both Primary and Supplementary, shall be terminated by the Bank without notice upon the death, bankruptcy or insolvency of the Primary Cardholder, or when the whereabouts of the Primary Cardholder becomes unknown to the Bank due to any cause not attributable to the Bank.
- 18.8 The use of a Supplementary Card shall be terminated by the Bank without notice upon the death of the Supplementary Cardholder.
- 18.9 The Primary Cardholder and/or his/her estate will be responsible for settling outstanding balances on the Card Account and shall keep the Bank and any Associated Person indemnified for all costs (including legal fees and Charges) and expenses incurred in recovering such outstanding balance.
- 18.10 the Bank shall not be liable to refund the Annual Fee, the Monthly Subscription Fee, nor the Designated Contribution for or any part thereof in the event of the termination of the Card Account. For the avoidance of doubt, in the event of termination, the Cardholder shall not be liable to pay future fees.
- 18.11 In the event of termination of the Card Account, the Bank shall deduct the principles fees and Charges payable to the Bank.
- 18.12 In the event that any Security is held by the Bank as collateral for the issuance of the Card, the Bank reserves the right to retain such Security for such period as the Bank in its absolute discretion deems fit and for not less than 45 days following the Card being cancelled and returned to the Bank whether cancelled by the Cardholder or by the Bank or following the Agreement being terminated.
- 18.13 In the even that any balances on the Card Account remain unpaid by the Primary Cardholder, the Bank reserves the right to take any legal action, or any other precautionary action including the institution of litigation against the Primary Cardholder to recover the amount owing and the Primary Cardholder shall be liable for all the costs, expenses incurred by the Bank as a result of the Bank's action.

## 19 EXCLUSION OF LIABILITY

- 19.1 the Bank and Bank shall be under no liability whatsoever to the Cardholder in respect of any loss or damage arising directly or indirectly out of:
- (a) Any loss or damage howsoever incurred or suffered by the Cardholder by reason of the Bank or a Bank or a Merchant or other bank or financial institution or any ATM or other party refusing to allow a Card Transaction or refusing to accept the Card or the Card numbers or the Security Code or a Cheque or refusing to extend or provide Cash Advances up to the Card Limit or at all;
  - (b) Any loss or damage howsoever incurred or suffered by the Cardholder by reason of a the Bank ATM rejecting banknotes deposited towards full or partial settlement of the Card Account outstanding balance
  - (c) Refusal of any Merchant or member institution of VISA International or MasterCard International to honour or accept the Card or for any defect or deficiency in the goods or services supplied to the Cardholder by any breach or non-performance by a Merchant of a Card Transaction;
  - (d) The malfunction of any ATM or disruption of communication systems;
  - (e) The exercise by the Bank of its right to demand and procure surrender of the Card prior to the expiry date embossed on its face, whether such demand and surrender are made and/or procured by the Bank or by any other person ATM;
  - (f) The exercise by the Bank of its right to terminate any Card or the Card Account pursuant to clause 17.6;
  - (g) Any injury to the credit character and reputation of the Cardholder arising from the repossession of the Card, any request for its return or the refusal of any Person to honour or accept the Card;
  - (h) Any mis-statement, misrepresentation, error or omission by the Bank pursuant to these Terms and Conditions;
  - (i) Any dispute between the Cardholder and any Merchant or bank or financial institution or any other Person. The Cardholder's liability to the Bank shall not in any way be affected by such dispute or counterclaim or right of set-off which the Cardholder may have against such Merchant or bank or financial institution or person.

## 20 DISCLOSURE OF INFORMATION

- 20.1 The Cardholder irrevocably authorises and permits the Bank to disclose and furnish such information that it deems fit concerning the Cardholder and his/her affairs including but not limited to this Agreement to the Bank's associates, Bank branches, assignees, agents or other parties. Provided this disclose should be according to a competent authority's request.

- 20.2 the Bank shall have the right to check the credit standing of the applicant for the Card and/or check credit standing of the Cardholder at any time as and when the Bank deems fit without reference to him/her.
- 20.3 the Bank is deemed to have acted in good faith in response to any or electronic Instruction or inquiry by the Cardholder in respect of any matter in relation to this Program and fulfillment of any redemption request. The Cardholder shall not be entitled to claim or allege any loss, damage, liability or expense attributable, directly or indirectly, to any such good faith action of the Bank and the Cardholder shall fully indemnify and hold the Bank harmless in respect thereof.

## 21 INDEMNITY

- 21.1 All Services are provided at the sole discretion of the Bank and the Banks may choose to modify, amend, suspend, withdraw, cancel, terminate or discontinue the Services at any time. The Bank shall not be responsible or liable in the event of such modification, amendment, suspension, withdrawal, cancellation, termination or discontinuance of the Services at any time. Further, The Bank give no warranty or representation to the Cardholder as to the availability of the Services, and any such warranty or representation is expressly excluded in clause 22.2 below. The Bank shall have no liability to the Cardholder whatsoever for any loss or damage, whether direct or indirect, in respect of (a) any inaccuracy, incompleteness or misinformation contained in information retrieved using any of the Services (b) the Bank requiring fresh Instruction by one or more signatories of a Card Account; (c) any action in good faith or reliance upon any Instructions or communications which purport to have been dispatched by any Authorised User or signatory or any delays in transmission or non-receipt of Instructions, notwithstanding that such Instructions may have been initiated or transmitted in error or from any unauthorised individuals(s), fraudulently altered, misunderstood or distorted in the lines of communication or transmission; (d) the Bank having refrained from acting in accordance with Instructions for any reason whatsoever including without limitation, by reason of failure of actual transmission thereof to the Bank or receipt by the Bank for whatsoever reason, whether connected with fault, failure, mechanical defect, or insufficiency of funds or malfunctions of the sending or receiving machines (i.e. ATM or POS Terminal); ( e ) the Bank reliance on the information, Instructions license and/or authorisation provided by the Cardholder under or pursuant to these Terms and Conditions, the Cardholder's violation of the Terms and Conditions or his/her infringement, or infringement by any other user of the Card Accounts, of any Intellectual Property or other right of any person or entity, usage of the Services, the Bank acting on the Instructions, any damage to the system of the Cardholder or any third party and/or the Cardholder's misuse/improper use/access of the Services and Security Codes as granted by the Bank, for failure to provide any or all of the facilities available under the Services attributable, either wholly or partly, to reasons beyond the Bank control, including any technical malfunction/breakdown; (f) as a result of generating, delivering, managing, errors, viruses, disruption, unauthorised,

interruption, interception, unavailability of E-statement, Services, communication failure, electrical or network failure or other equipment failure, such as the Cardholder's Mobile Device switched off, lost or stolen, that may result in Services or Provides' documents provided being incomplete or unavailable; (g) any incorrect Funds Transfers or Instructions due to the Cardholder's error; (h) any loss or damage arising from the issuance of the Card, howsoever caused.; (i) delivery of my Services, bank documents or message to a party other than the Cardholder if the Mobile Device or electronic mail ID is not in the possession or control of the Cardholder; (j) any difficulties or consequences associated with downloading software from third party sites; (k) the use of or the inability to use Services, any inaccuracy of any information or amount retrieved by the Bank from the Account(s) or Card Accounts, any breach of security caused by a third party, any Transactions entered into based on the Services, any loss of, unauthorised access to or alteration of the Cardholder's transmissions or data or Instructions or for the cost of procurement of substitute goods and services, including but not limited to damages for loss or profits, use, data or other intangibles, even if the Bank had been advised of the possibility of such damages; (l) Any lack of action by the Bank to implement, amend or cancel any standing instruction as a consequence of the non-receipt or delayed receipt of Cardholder instructions or the inability of the Cardholder to send instructions due to any problem with delivery of such instructions by mail, facsimile, telephone or any other communication channel; (m) Bank's failure to debit any of the Cardholder's account(s) in accordance with the standing instructions; (n) any costs, Charges and expenses, howsoever arising (including, without limitation, from any international or domestic legal or regulatory restrictions) as a result of exchange rate fluctuations or as a result of converting one currency into another) and (o) the Banks' failure to debit any of the bank accounts in accordance with the standing instruction.

21.2 The Cardholder unconditionally and irrevocably indemnifies and holds harmless the Banks, its shareholders, directors, officers, employees, representatives, Agents or agents (each an "Associated Person") from and with regard to any losses, costs, damages incurred or sustained by the Banks, directly or indirectly, as a result of any of the matters set out.

## 22 RIGHT TO SET-OFF

22.1 In addition to any general right to set-off or other rights conferred by the law to the Bank, the Primary Cardholder agree that the Bank may in its absolute discretion at any time and without notice combine and consolidate all or any account(s) held either individually or jointly, of the Cardholder with the Bank and/or the Bank of whatever description and wheresoever located and whether in U.S. Dollars or Oman Rials or in any other currency set-off or transfer any sum standing to the credit of any such account(s) in or towards discharge of all sums due to the Bank under any Card Account(s) of the Cardholder with the Bank of whatever description wheresoever located and whether in U.S. Dollars or Oman Rials or in any other currency and may do so notwithstanding that the balances on such Card Account(s) and the sums due may not be expressed in the

same currency and the Cardholder hereby authorises the Bank to offset any such combination, consolidation, set-off or transfer with the necessary conversion at prevailing exchange rates.

- 22.2 For the purpose of enabling the Bank to preserve intact the liability of any party including the Cardholder once a writ or summons has been issued or to prove the bankruptcy or insolvency of the Cardholder or for such other reasons as the Bank thinks fit, the Bank may at any time place and keep for such time as the Bank may think prudent any monies received, recovered or realized Security or Guarantee to the credit of the Cardholder as the Bank shall think fit without any intermediate obligation on the part of the Bank to apply the same or any part thereof in or towards the discharge of the sums due and owing to the Bank.

## 23 NOTICES AND COMMUNICATIONS

- 23.1 The Cardholder must promptly notify the Bank in writing of any changes in employment or business or address (office and/or residential) or any contact numbers or if the Cardholder intends to be away from the Sultanate of Oman for a period of over one (1) month.
- 23.2 If the Primary Cardholder were to leave Sultanate of Oman to take up residence elsewhere, he/she must notify the Bank at least fourteen (14) days before such departure. Unless the Bank agrees in advance to permit continuation of the Card, both the Primary and any Supplementary Card shall be returned to the Bank fourteen (14) days prior to the Cardholder's departure and the use of the Card and Supplementary Card shall be deemed to be terminated and clause 17 shall apply. Continuation of the Card is at the sole discretion of the Bank and shall be subject to provision by the Primary Cardholder of such amended or additional Security as the Bank shall in its discretion decide.
- 23.3 Instructions sent by the primary Cardholder to the Bank through facsimile communication shall be considered valid and binding on the Cardholder and the Bank may act upon instructions conveyed through this method. the Bank may use copies of facsimile transmissions as evidence in any court of law.
- 23.4 All Cards, Security Codes, Card Statement, demands or any other communication under these Terms and Conditions may be delivered personally or sent by ordinary post or by courier or by electronic means to the current billing address or other address as instructed by the Cardholder and such communication shall be deemed to have been received by the Cardholder on the day of delivery if delivered by hand or by electronic means and on the next business day after posting, if sent by post and on the next business day after dispatch if sent by courier.

## 24 SEVERABILITY

Each of these Terms and Conditions shall be severable and distinct from one another and if at any time any one or more of such Terms and Conditions is or becomes invalid, illegal or unenforceable, the validity, legality or the enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

## 25 VARIATION OF TERMS

- 25.1 the Bank may from time to time change the Terms and Conditions of this Agreement. Subject to the requirements of statute, notification of any such change shall be given to the Cardholder by the Bank either as writing or by publication thereof as may be considered appropriate by the Bank. Such changes shall apply on the effective date specified by the Bank and shall apply to all unpaid Charges, fees, Cash Advances, cots and Card Transactions.
- 25.2 Retention or use of the Card after the effective date of any such change of Terms and Conditions shall be deemed to constitute acceptance of such changes without reservation by the Cardholder. If the Cardholder does not accept the proposed change, the Cardholder must terminate use of the Card by giving prior written notice to the Bank and return the Card cut in half to the Bank prior to the effective date and clause 19 shall henceforth be operative.

## 26 GOVERNING LAW & JURISDICTION:

- 26.1 These Terms and Conditions thereof shall be governed by and construed in accordance with the laws of the Sultanate of Oman to the extent these laws are not inconsistent with the principles of Shari'a in which case the principles of Shari'a shall prevail. the Bank and the Cardholder and each Authorised User hereby irrevocably submits to the exclusive jurisdiction of the courts in the Sultanate of Oman to hear and determine any suit, action or proceeding and to settle any disputes which may arise out of or in connection with these Terms and Conditions.
- 26.2 In case of any conflict between the Arabic and English versions of these Terms and Conditions, the Arabic version will prevail.



