

Terms & Conditions

The Internet Banking and Mobile Banking Service is made available to the customers by the Bank on the following terms and conditions. These terms and conditions, together with the General Banking Terms and Conditions and any service specific Terms and Conditions apply to the use of this service. The Customer is required to read these terms and conditions carefully before deciding on whether it would like to avail this service. Upon the commencement of availing of the service by the Customer, the Customer will be deemed to have accepted these terms and conditions.

1. Definitions

In these terms & conditions:

- a) **“Bank”** refers to Meethaq which is the Islamic Banking window of Bank Muscat also referred interchangeably as Meethaq Islamic Banking – BankMuscat.
- b) **“Customer”** refers to the individual account holder or legal entity who is a Meethaq bank muscat account holder.
- c) **“User”** means person/s for whom the Customer / Company / Ministry / Club Association authorizes the Bank to generate and issue User ID, Passwords and Tokens for operating Meethaq Islamic Banking - BankMuscat Internet Banking Facility for the Company/s/ Ministry / Club Association account/s.
- d) **“Cellular Service Provider(s)”** shall mean any person/organization permitted by the Sultanate of Oman or any competent authority to provide mobile/cellular services that support voice and data traffic.
- e) **“Account” or “Meethaq Account”** shall mean any account including savings/current account, Credit Card account, or any other account held in Meethaq Islamic Banking - BankMuscat, at locations approved by the bank.
- f) **“Biometric Authentication”** means Fingerprint or Touch ID or Face Recognition ID or any other biometric identifier stored on your device settings as an alternative or additional authentication to a Mobile PIN.
- g) **“Client Application”** shall be the software/website provided by and modified from time to time by Meethaq Islamic Banking - BankMuscat using which the Customer will be able to access his/her Meethaq Account related information through a 5G/4G/3G/2G/GPRS/Wireless Internet connection.
- h) **“Intermediaries”** shall mean various cellular service providers or other organizations or entities nominated by such cellular service providers which shall provide to the Customer, services for the Wireless Internet connection, which are necessary for provision of the facility.
- i) **“Mobile Phone(s)”** shall mean a wireless enabled mobile phone(s) or any type of mobile phone(s) owned/in the control of the Customer which supports voice and data exchange offered by any Cellular Service Provider.
- j) **“Mobile Banking Password or PIN (MPIN)”** means the personal identification key established by the Customer for the purposes of accessing Meethaq Mobile Banking.
- k) **“Mobile Phone Number”** means a distinctive Mobile Phone number registered with Meethaq Islamic Banking - BankMuscat by the Customer through the allowed bank channels or otherwise for the purpose of availing the Facility.
- l) **“Mobile Payments”** means financial transactions done through the use of Mobile Phones based on the information exchanged between Meethaq Islamic Bank - BankMuscat and its Customers. A Mobile Payment involves Debit/ Credit to the Customer's Account on the basis of instructions received through a Mobile Phone.
- m) **“OTP”** means a One Time Password sent by SMS text to the Customer's Mobile Phone or generated through a Token for purpose of authentication.
- n) **“Specific Terms and Conditions”** means the Specific Terms and Conditions, as may be either contained in the Account Terms and Conditions to be communicated to the Customer from time to time, applicable to the Internet Banking and Mobile Banking.
- o) **“Terms and Conditions”** means these Terms and Conditions including any amendments and any and all annexure, schedules, exhibits, appendices attached to it or incorporated by reference from time to time. These Terms and Conditions are supplemented by and are in addition to the Specific Terms and Conditions that shall be communicated to the Customer prior to availing the Facility. In case there is a conflict or repugnancy between these Terms and Conditions and any Specific Terms and Conditions, these Terms and Conditions

would prevail for all intents and purposes. Terms used hereunder but not defined herein shall have the meaning assigned to them under the Account Terms and Conditions and/or Internet Banking or Mobile Banking Terms and Conditions and/or the Specific Terms and Conditions. In these Terms and Conditions all reference to Customer in masculine gender shall be deemed to include the feminine gender.

- p) **“Security Identifier”** refers to the User's / Customer's own User ID, password / token / MPIN, SMS OTP or the OTP/PIN generated using token provided by the Bank to the customer or by using any other unique identifier issued by the bank.
- a) **“Service”** refers to the any of the channels such as Internet Banking or Mobile Banking Service which the Bank is offering to its customers enabling them to view their accounts and perform transactions and includes, without limitation:
 - a. Internet banking services;
 - b. Mobile Banking;
 - c. SMS or telephone banking;
 - d. Point of Sale banking;
 - e. E-Wallet banking;
 - f. Video Kiosk banking

2. The Service

- a) The Bank may offer the Internet Banking and Mobile Banking services to selected customers at its discretion.
- b) The operation and maintenance of the Account (where applicable) is subject to the Account Opening Terms. If the Account is closed, then the access to Account through the Internet Banking and Mobile Banking Services will also be terminated.
- c) The channel registration for both internet banking and Mobile Banking will be done separately by the customer. Accordingly, the customer will have access to a separate User IDs and Passwords on both the channels.
- d) The mobile banking application can only be used by sole account holders; joint account holders and company account holders are not eligible to use the Mobile Banking application. Internet banking can be used by individual account holders & corporate entities.
- e) Any Electronic Instruction received by the Bank after the relevant cut-off time on a business day (as notified from time to time) or on a non-business day will be treated as an Electronic Instruction received on the next business day.
- f) Transactions are subject to the daily cumulative transaction limit as specified by the Bank from time to time.
- g) The Bank reserves the right to levy and amend service charges from time to time for any services provided which will be published on the Bank tariff book as well as any changes or alterations in charges.
- h) The Bank shall be irrevocably authorized by the Customer to accept and act upon instructions given by the Customer where the Security Identifiers appear to have been validly used including the debit or credit the Customer's Account with all such transaction instructions or carry out any service requested without further authority from the Customer. The Customer hereby agrees to indemnify the Bank and hold the Bank indemnified against compliance by it with any instructions from the Customer which appear to the Bank to have been given by the Customer.
- i) The Customer shall be responsible for his Internet Banking, Mobile Banking and Mobile Phone and any usage of the same, whether by a third party or any other person and that the same shall be deemed to be a usage by the Customer. It shall be the sole responsibility of the Customer to inform Meethaq Islamic Banking - BankMuscat about any change with regard to the Mobile Phone Number or any other material information and that Meethaq Islamic Banking - BankMuscat shall not be, in any way, liable or responsible for any loss, damages, costs, charges or expenses suffered/incurred by the Customer by reason of his failure to do so. It shall be the sole responsibility of the Customer to inform Meethaq Islamic Banking - BankMuscat to disable the User ID / Password / MPIN / Biometric Authen-

tication / Token if the confidentiality of the same has been compromised and the Customer shall also be solely responsible for any transactions/information, etc., which may be carried out/exchanged using the User Id, Password / MPIN, Biometric Authentication, Token or Mobile Phone till such time the Bank is notified by the Customer. All records of Bank generated by the transactions arising out of use of the Facility, including the time of the transaction recorded, shall be conclusive proof of the genuineness and accuracy of the transactions. The authority to record the transaction details is hereby expressly granted by the Customer to Meethaq Islamic Banking - BankMuscat.

- j) The Customer agrees that at no time shall it attempt to effect transactions executed through Meethaq Internet Banking and Mobile Banking facility unless sufficient funds are available in the Customer's account/s. The Customer agrees that transactions scheduled for future date will be executed by the Bank only if the sufficient funds are available in the account on the relevant date and further agrees that the Bank is under no obligation to honor payment instructions unless there are sufficient funds in the designated account/s at the time of receiving its payment instructions and / or at the time such payments fall due.
- k) The Customer agrees that some requests/instructions given by the Customer are subject to authorization by officer/s of the Bank, and therefore may not be immediately and automatically affected. The customer further agrees that the Bank reserves the right to allow or disable such requests at its discretion with or without prior notice to the customer.
- l) The display or printed output produced by a User at the time of the use of the Internet Banking and Mobile Banking Service is a record of the operation of internet or mobile access and shall not be construed as the Bank's record of transactions. The Bank's own record of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding unless any discrepancy is pointed out to the Bank within 2 weeks of receipt of such statement by a Customer.
- m) The customer agrees and authorize the Bank, at its discretion to record by whatever means the transactions which the company or Users effect via Internet Banking and Mobile Banking Facility and that such records may be used by the Bank for the purpose of, amongst other things, establishing or verifying that a particular transaction was effected through the use of User ID and Passwords.
- n) Records maintained by the bank of any instruction given by the Customer under this Service shall be conclusive evidence of the Customer's instruction and the time it was give except in the case of manifest error.
- o) The Customer / User is responsible for the accuracy of all information supplied to the Bank through the use of this Service and any other means such as electronic mail or written communication and the Bank shall not be liable for any consequences by reason of erroneous information provided by the User. Where the User discovers an error or mistake, he/she is to inform the Bank immediately.
- p) The Bank shall have the right of set-off and lien in respect of any of the Customer's linked Accounts, either joint or single with regard to any outstanding dues arising out of the Service.
- q) The customer confirms that all transactions conducted through the accounts will be in line with the local Anti-Money Laundering laws and regulations. In this regard, the customers confirms that the Bank reserves the right to block/ close the account if the customer acted in contradiction to the mentioned law and regulation and/ or facilitated any illegal activity through the account;
- r) The customer confirm that the transactions conducted through the account will not have any direct or indirect link to any internationally sanctioned parties which include entities/ individuals that are UN sanctioned, OFAC sanctioned, EU sanctioned or other sanctioning jurisdictions/ authorities wither local or international. The customers confirms that the bank reserves the right to block/ close the account or take any other necessary action if the customer or any of his/her connected parties have apparently indulged in any illegitimate transactions or if it was evident that the customer was sanctioned by any of the bodies mentioned above or have transacted with any individual/ entity that is directly or indirectly sanctioned by the above mentioned bodies. The customer confirms that the bank also reserves the right to close the accounts of connected parties of corporate customers if it was evident that the customers is sanctioned or dealt with any sanctioned entity/ individual whether directly or indirectly. Connected party for the purpose of this clause are companies in which the Customer has shareholding in, authorized signatory of, or a board member in. This also includes first degree blood relatives.
- s) The Customers / Account holders agrees not to initiate remittances which directly or indirectly involve, drug (narcotics, unlawful substances), illegal exotic animal, human trafficking, or any illegitimate or illegal or any association or connection with any countries, individuals / entities / items, goods or services, prohibited / blacklisted by local authorities or the United Nations, United States of America through its Office of Foreign Assets Control (OFAC), or Office of Financial Sanction Implementation (OFSI), the European Union or any other sanctioning bodies under their latest regulations and that the remittances initiated by them are in conformity with all applicable sanctions guidelines. It is the responsibility of the Customer to ensure payments are not being made to any mentioned sanctioned entities or jurisdictions with the exception of only permitted transactions. Customer confirms the remittance to be legitimate and agree to process the transaction at Customers own risk and responsibility, and do hereby unconditionally hold harmless and indemnify Meethaq Islamic Banking - BankMuscat against any loss, expense, damage, penalty, fine or claim, whether judicial or otherwise, incurred by and/or due to Meethaq Islamic Banking - BankMuscat's compliance with the Sanctions and Policies in relation to the remittance / operation of the above account/s transactions.

- t) Customers / Account holders agree to promptly respond to queries from the bank when received, and initiate only legitimate transactions supported by genuine documentation substantiating the transaction. Failure to respond in time to such queries from the Bank may result in rejection of the transaction or delays. The Customer agrees that the foreign correspondent Bank or Bank Muscat may not process the payment and keep the payment on hold if the queries raised are not responded to in a timely manner.
- u) The Customer agrees that the correspondent bank, may reject, return, block the remittance and may report to US OFAC / EU OFSI or may issue cease & desist notices if the queries are not responded promptly or if the payment contravenes with the correspondent banking policies. The Customer agrees that Payments / Funds blocked will be released only after due authorization and the release of funds will depend on OFAC or OFSI decision, which might take several months / years. The Customer agrees to indemnify Meethaq Islamic Banking - BankMuscat against any loss, expense, damage, penalty, fine or claim, whether judicial or otherwise, incurred by and/or due to Meethaq Islamic Banking - BankMuscat's compliance with the Sanctions, Correspondent banking and internal Policies in relation to the remittance / operation of the above account/s transactions;
- v) The Bank may, at its sole discretion reject any transfer/remittance (outward/inward) request if (1) there are insufficient balances in the account (2) does not meet bank's internal compliance requirements/policies; (3) Any rules/procedures/regulations related to international sanction laws or regulations (4) Any issues/obligations / polices related to correspondent banking requirements (5) authorized signatory mismatch; (6) contains incorrect, incomplete, ambiguous or proscribed information. Bank shall incur no liability whatsoever for any loss or to any third party in this connection.

3. Security

- a) Security Identifiers shall be kept confidential at all times by the Customer.
- b) The Customer must logout from his/her account when leaving his/her computer or Mobile Phone unattended.
- c) The Customer agrees to duly acknowledge the receipt of his Security Identifiers such as Password Mailer / Tokens according to the Bank's requirements. The customer also agrees that Bank has a right to retain the Customer's Internet Banking and Mobile Banking Facility User ID in disabled status till the Bank receives proper acknowledgement from the Customer.
- d) The Customer is aware that it is the Customer's responsibility to obtain and maintain any equipment, which may be necessary for using Internet Banking and Mobile Banking Facility, in proper working condition and with adequate safeguards against malicious threats to such equipment or to Internet Banking and Mobile Banking Facility.
- e) If the Customer becomes aware that its Security Identifiers appear to be known to a third party, the Customer must inform the Bank immediately. The Bank is not liable for loss from any unauthorized transactions or otherwise by use of the Customer's Account through the proper Security Identifiers.
- f) Electronic mail is not a secure means of communication and the Bank shall not act on an instructions sent by e-mail.
- g) The Customer should be aware that the Internet is not a completely reliable means of communication and should the customer choose to communicate through such means, he/she does it at his/her own risk.

4. Liability

- a) The Bank shall not be liable to the Customer for any negligence, breach of contract, misrepresentation or otherwise for any loss howsoever caused (including any loss direct, indirect, incidental, consequential and irrespective of whether any claim is based on the loss of revenue, investment, production, goodwill, profit, interruption of business) to the Customer by reason of but not limited to, any of the following:
 1. The Customer's use of the Service or any materials or software provided or downloaded from the website;
 2. Failure on the part of the Customer to use or access the Service at any time and any error in the provision of any part of it;
 3. Any delay or failure of any transmission or receipt of any instructions or notification sent through the Service;
 4. The Customer's use of e mail or other non-secure electronic instructions to provide instructions to the Bank;
 5. Any inaccurate information or opinions displayed through the Service or the Customer's reliance thereon;
 6. Any loss incurred by the use of User ID and security identifier such as tokens or password/s issued to the Customer / Company or to Delegates or any substitutes thereon used without the customer's / Company's authority.
 7. Any loss caused by failure to safeguard the security identifiers issued to the users
 8. The Customer shall be liable to the Bank for any loss incurred by the Bank as a result of a claim brought by a third party against the Bank or its customers by reason of improper use of the Service by the User.

9. Customer acknowledge the validity of all orders issued to the Bank vide the customer User ID and shall waive all his / her claim/s or objections for the implementation by the Bank of those orders.
- b) The Bank will not be able to act on a Customer's instructions submitted through the Service if the Bank suspects or reasonably considers:
 1. The Customer's instructions may not be accurate or authentic;
 2. The Bank may be in breach or contravention of any laws, regulations or other such duty by acting on such instructions;
 3. The Bank cannot comply with the terms and conditions by reasons of conditions beyond the Bank's control (including any systems or equipment failure, industrial disputes or force majeure).

5. Personal Information

The Customer agrees that the Bank may store its details and the personal details of each User on connectionist data systems and that such data may be used in connection with other services as well as statistical analysis and credit scoring. The Customer also permits the Bank to disclose to other institutions, in strict confidence, such personal information as may be reasonably necessary for reasons (inclusive of but not limited to) fraud prevention purposes, credit rating by recognized credit scoring agencies, compliance with legal directives, for participation in any telecommunication or electronic clearing network, correspondent banks who seek further information regarding the payments being processed through them or market analysis.

6. Proprietary Rights

With the exception of the Customer's personal data, no proprietary rights or ownership rights vest in the Customer by reason of use of the any of the software provided for use of the Service.

7. Changes to Terms & Conditions

- a. The Bank has the absolute discretion to change any of these terms and conditions at any time. The bank will provide the customer with notice of such changes.
- b. The Bank shall determine the privileges attached to the use of the Meethaq Internet Banking and Mobile Banking Facility and shall have absolute discretion to change, vary, add or amend these privileges and conditions attached thereto, from time to time, as the Bank deems fit.
- c. The Bank shall attach or detach any accounts opened in the name of the Customer, subsequent to this application. The Customer agrees and acknowledges that such attachment or detachment can be due to prevailing rules, laws or / and regulations of the Bank.
- d. The Bank shall, from time to time introduce new facilities / services to its Internet Banking and Mobile Banking Facility. The Customer does hereby agree to abide by the terms and conditions applicable to such newly added services, facilities/options though added subsequently to the activation of the User IDs whether or not the Customer expressly registers to avail such services.
- e. In case if the Bank requires the Customer to register for a specific service provided by the Bank's Internet Banking or Mobile Banking Facility, the Customer undertakes to adhere to such request for registration to avail such service. The Customer agrees that any such subsequent registration becomes an integral part of this agreement.

8. Termination

- a. The Customer may request termination of the Service by giving written notice of 15 days to the Bank and shall responsible for all transactions until the time of cancellation of the Service.
- b. The Bank may withdraw the Service at any time provided that Customer is given reasonable notice.
- c. The Bank may suspend or terminate the Service without prior notice to the Customer if the Customer has breached any terms.

9. Notices

- a. Notices under these terms and conditions may be given to the Bank and the Customer in writing by delivering them by hand or post to the last known address given by the customer or in the case of the Bank, to the address mentioned in the heading above.

- b. In addition, the Bank may publish notices of a general nature which are applicable to all customers of the Service, on its web site. Such notices shall have the same effect as a notice served individually to each customer.
- c. These terms and conditions shall be governed by and construed in accordance with the Laws of the Sultanate of Oman. Any dispute arising out of or in connection to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of Sultanate of Oman. The mere fact that the Internet Banking and Mobile Banking Service can be accessed through the internet by a Customer in any other country other than the Sultanate of Oman does not imply that the laws of the said country govern these terms and conditions and /or operations relating to any of the accounts of the Customer under this Service.

10. Force majeure

Neither party to this agreement shall be liable for any failure or delay on its part in performing any of its obligations under this agreement, or for any loss, failure, error, delay, damage, costs, charges and expenses incurred or suffered by the other party as a result of or arising from a force majeure of the party in default, this includes but is not limited to; strikes, lockout, labor unrest, system and communicator failures, act of God, acts of state, acts of enemy, riots and other civil commotion, power and materials shortages and any other events which in law constitute force majeure or beyond control of the other party.

11. Prevailing language

These terms and conditions are made in Arabic and English. However, if there is discrepancy between Arabic and English texts, the Arabic text shall prevail.

12. Governing Law and Jurisdiction

These terms and conditions shall be interpreted, governed by and construed in accordance with the Laws of the Sultanate of Oman. The use of a Service by a Customer located in any other country other than the Sultanate of Oman does not imply that the laws of the said country govern these terms and conditions and /or operations relating to any of the accounts of the Customer under a Service. The Omani Courts shall have the exclusive jurisdiction to settle any claim or dispute arising in connection or out of these terms and conditions.