Terms & Conditions

The Internet Banking and Mobile Banking Service is made available to the Customer(s) by the Bank on the following Terms and Conditions. These Terms and Conditions, together with the General Banking Terms and Conditions available as available at https://www.meethaq.om/en and any service specific Terms and Conditions apply to the use of the Service. The Customer understands that he/she is required to read these Terms and Conditions before availing the Service. By using the Service, the Customer irrevocably and unconditionally agrees to these Terms and Conditions.

1. Definitions

In these terms & conditions:

a) "**Anti-Money Laundering**" includes policies, laws and regulations enacted by different authorities for the purposes of preventing financial crimes related to illegally obtained funds.
b) "**Application**" is the Service application form filled in by the Customer and supplementary to these Terms and Conditions.
c) **"Bank"** means Meethaq Islamic Banking, an Islamic window of Bank Muscat SAOG, which is a public joint stock company incorporated in accordance with the laws of the Sultanate of Oman under commercial registration number 1145738, being a financial institution licensed and regulated by the Central Bank of Oman and the Capital Market Authority, whose head office is at Building Number 120/4, Block Number 311, Street Number 62, Airport Heights, Muscat, the Sultanate of Oman.
d) "**Customer**" refers to the individual account holder or legal entity who holds a Bank Account.
e) "**User**" means person/s for whom the Customer authorizes the Bank to generate and issue User ID, Passwords and Tokens for operating the Service for the Customer.
f) "**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.
g) **"Account" or "Bank Account"** shall mean any account(s), credit card account(s), finance / facility account(s), deposit account(s) and/or any other type of account(s) held with the Bank for purposes of the Service.
h) **"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.
i) **"Business Day"** means any day from Sunday to Thursday, excluding public holidays or other official holidays that banks are closed for business in the Sultanate of Oman.
j) **"Client Application"** shall be the software/website provided by and modified from time to time by the Bank using which the Customer will be able to access the Service and his/her Bank Account related information through a cellular (5G/4G/3G/2G/GPRS), wireless / wired Internet connection.
k) **"Facility(ies)"** means the Internet Banking and the Mobile Banking facility availed by the Customer from the Bank to use the Service in accordance with these Terms and Conditions and the Specific Terms and Conditions.
l) **"Force Majeure"** means an event or sequence of events beyond the Bank's control, preventing or delaying it from performing its obligations under these Terms and Conditions, including but not limited to acts of God, riots, floods, service disruptions, strikes, earthquakes, hurricanes, lightning, explosions, pandemics, or epidemics.
m) **"General Terms & Conditions"** means the 'Accounts & Deposits General Terms & Conditions' for individual customers or the 'Conditions Governing Conduct of Accounts' for business entities.
n) "**Instructions**" means any instructions received by the Bank whether physically or through a written request sent by the Customer using various electronic means of communication, including without limitation, orders, messages, data, information, or other materials that relate to the Service and are sent to the Bank through the Client Application.
o) **"Internet"** means a globally connected network system facilitating worldwide communication and access to data resources through a vast collection of private, public, business, academic and government networks.
p) **"Internet Banking"** refers to the Facility offered by the Bank available to the Customer and User through the Internet in relation to the Account to facilitate the Service including (but not limited to), Account balance enquiry, transactions details of Account(s), statement of Account, transfer of funds, bill payment and any other service as the Bank may offer to the Customer from time to time.
q) **"Mobile Banking"** refers to the Facility offered by the Bank available to the Customer through Mobile Phone(s) in relation to the Customer's Account to facilitate the Service including (but not limited to) Account(s) information, transactions details, bill payment, money transfer, Mobile Payments and any other service as the Bank may offer to the Customer from time to time.
r) **"Mobile Phone(s)"** shall mean a wireless enabled mobile device 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.
s) **"Mobile Banking Password or PIN (MPIN)"** means the personal identification key established by the Customer for the purposes of accessing the Bank's Mobile Banking.
t) **"Mobile Phone Number"** means a distinctive Mobile Phone number registered with the Bank by the Customer through the allowed Bank channels or otherwise for the purpose of availing the Facility.
u) **"Mobile Payments"** means financial transactions done through the use of Mobile Phones based on the information exchanged between

the Bank and its Customers. A Mobile Payment involves Debit/ Credit to the Customer's Account on the basis of instructions received through a Mobile Phone.

v) **"United Sates of America Office of Foreign Assets Control (OFAC)"** means the US Department of the Treasury that administers and enforces economic and trade sanctions based on US foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States.

w) **"Office of Financial Sanctions Implementation (OFSI)"** means the authority for the implementation of financial sanctions in the United Kingdom.

x) **"OTP"** means a One Time Password sent to the Customer's Mobile Phone via SMS or email or generated through a physical/soft authentication device or Token for purpose of authentication.

y) **"Specific Terms and Conditions"** means any other terms and conditions relating specifically to the Service, which are separately available on the Bank's website through https://www.meethaq.om/en updated, novated, varied from time to time by the Bank and are notified to the Customer.

z) **"SMS"** means Short Messaging Service, which is the transmission of short text messages to and from SMS enabled devices including but not limited to, mobile phones.

aa) **"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.

ab) **"Security Identifier"** refers to the User's / Customer's own User ID, password / Token / MPIN, SMS OTP or the OTP/PIN generated using the Token to the Customer or by using any other unique identifier issued by the Bank.

ac) **"Pin Mailer"** or **"Password Mailer"** refers to any document or/ packaging used to deliver the Password associated with the Service to the Customer.

ad) **"Secured Token"** or **"Token"** means the Client Application downloaded by the Customer, or the physical / digital device provided by the Bank to the Customer at the Customer's request for the purpose of sending push notifications, generating a QR code, or generating OTP in order to conduct Internet Banking transactions.

ae) **"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 General Terms and Conditions available online at https://www.meethaq.om/en. If the Account is closed, then the access to Account through the Service will also be revoked or cancelled immediately.

c) The channel of registration for both Internet Banking and Mobile Banking will be common. Furthermore, the User IDs and the passwords on both Internet Banking and Mobile Banking will be unified. The Customer will be able to use same User ID and password on both the Internet Banking and Mobile Banking. A Customer who is registered on Internet Banking will automatically be registered for Mobile Banking and vice versa.

d) The Mobile Banking can only be used by an individual Bank Account holder; joint Bank Account holders yet corporate Bank Account holders are not eligible to use Mobile Banking. Internet Banking can be used by individual Bank Account holders & corporate Bank Account holders.

e) Any Electronic Instruction received by the Bank after the relevant cut-off time on a Business Day (as notified from time to time by the Customer) or on a non-Business Day will be treated as an 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 shall be irrevocably authorized by the Customer to accept and act upon Instructions given by the Customer, relying on the Security Identifiers, including the debit or credit to the Bank Account with all such transaction Instructions or carry out any Service requested without further authority from the Customer. The Customer hereby agrees to fully indemnify and hold the Bank harmless from any claims, losses, liabilities, costs, obligations, fees and charges that may arise from the Bank's compliance to any Instructions received from the Customer, or in which appear to the Bank to have been given by the Customer.

h) 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 the Bank about any change with regard to the Mobile Phone Number or any other material information and that the Bank 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 the Bank to disable the User ID / Password / MPIN / Biometric Authentication / Secured 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, Secured 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 the Bank.

i) The Customer agrees that at no time shall it attempt to effect transactions executed through the Service 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 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.

j) The Customer agrees that some 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 if the Bank deems at its sole discretion that such Instructions are not in line with the Terms and Conditions.

k) The display or printed output produced by a User at the time of the use of the 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 10 (ten) days of receipt of such statement by a Customer.

l) The Customer agrees and authorize the Bank, at its discretion to record by whatever means the transactions which the Customer or the User 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 affected through the use of User ID and User passwords.

m) 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.

n) 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 Customer / User. Where the User discovers an error or mistake, then the Customer/ User is obligated to inform the Bank immediately.

o) 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.

p) 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 Customer confirms that the Bank reserves the right to block / restrict / close the account if the Customer acted in contradiction to the Anti-Money Laundering laws and regulations and/ or facilitated any illegal activity through the Account;

q) 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 United Nations (UN) sanctioned, United States of America Office of Foreign Assets Control (OFAC) sanctioned, European Union (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 User or any of the Customer's 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 any corporate Customer if it was evident that the Customer 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.

r) The Bank reserves the right to conduct a periodic cleanup of its records and delete registration of all beneficiaries and billers who are inactive for a period of two (2) years (i.e. beneficiaries and billers that the Customer has not sent any amounts to, or has not sent any instructions to the Bank with regards to, during such period).

s) The Bank shall link or unlink any Accounts opened in the name of the Customer, subsequent to this Application. The Customer agrees and acknowledges that such linking or unlinking can be due to prevailing rules, laws or / and regulations of the Bank.

3. Security

a) Security Identifiers shall be kept confidential at all times by the Customer. This shall remain the sole obligation of the Customer.

b) The Customer must logout from his/her account when leaving their computer, device or Mobile Phone unattended.

c) The Customer agrees to duly acknowledge the receipt of its Security Identifiers such as Pin / 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 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, in proper working condition and with adequate safeguards against malicious threats to such equipment or to Internet Banking and Mobile Banking.

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 Account through the proper Security Identifiers.

f) The Customer agrees that electronic mails are not acceptable as means of Instructions and the Bank shall not act on such Instruction received via electronic mail from the Customer for the purposes of these Terms and Conditions.

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:

   I. The Customer's use of the Service, Secured Token, or any materials or software provided or downloaded from the website Client Application;

II. 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;
III. Any delay or failure of any transmission or receipt of any instructions or notification sent through the Service;
IV. The Customer's use of electronic mail or other non-secure electronic Instructions to provide Instructions to the Bank;
V. Any inaccurate information or opinions displayed through the Service or the Customer's reliance thereon;
VI. 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 Users or any substitutes thereon used without the Customer's consent.
VII. Any loss caused by failure to safeguard the Security Identifiers issued to the Users.
VIII. The Customer shall be liable to the Bank for any loss incurred by the Bank as a result of a claim made against the Bank by reason of improper use of the Service by the User.
IX. 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 that the:
I. The Customer's Instructions may not be accurate or authentic;
II. The Bank may be in breach or contravention of any laws, regulations or other such duty by acting on such Instructions;
III. 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

a) The Customer has a right to have its personal and financial information protected and the Bank agrees to endeavor to take all appropriate control and protection measures to keep the Customer's personal and financial information safe, unaltered and confidential. The Customer agrees that the Bank may store its details and the personal details of each User on data systems and that such data may be used in connection with other services as well as statistical analysis and credit scoring.

b) Subject to the preceding Clause, the Bank and its assignees and affiliates reserve the right to disclose the Customer's information to third parties:
i. where it is necessary for completing any transaction requested, instructed or authorized by the Customer;
ii. if required or permitted by law, regulations, government instructions and/or court order, to comply with legal and regulatory requirements;
iii. to enforce any rights and/or the performance of any obligation arising in respect of the Account, credit registries, debt collection and credit bureaus;
iv. to enforce and/or defend the Bank's rights and interests;
v. for the internal operational requirements of the Bank; or
vi. where the Customer provides the Bank with prior written consent.

6. Proprietary Rights

a) 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. Termination

a) The Customer may request termination of the Service by providing a written notice to the Bank at any of its branches. The Bank will process the same within 15 days of receipt of the termination request. The Customer shall be responsible for all transactions till the time of cancellation of the Service which shall not exceed 15 days from the date of the Bank's receipt of the termination request.

b) The Bank may withdraw or suspend the Service provided to the Customer by notice in accordance with these Terms and Conditions or as per General Terms and Conditions.

c) Notwithstanding the preceding clause, the Bank may immediately terminate the Service by giving notice to the Customer in line with these Terms and Conditions or the General Terms & Conditions if the following occurs:
i. the Customers commits a breach of these Terms and Conditions or General Terms and Conditions and such breach is not remediable;
ii. the Customer commits a breach of these Terms and Conditions or General Terms and Conditions which is not remedied within thirty (30) days of receiving written notice of such breach;
iii. the Customer has failed to pay any amount due under these Terms and Conditions on the due date and such amount remains unpaid for a period of thirty (30) days after the Customer has received written notification that the payment is overdue or any other amount due under any agreement with the Bank; or
iv. any amount due as per the Tariff Book available at https://www.meethaq.om/en/about/Documents/Tariff_Booklet_En.pdf; or
v. any consent, license or authorization held by the Bank is revoked or modified such that the Bank is no longer able to comply with its obligations under these Terms and Conditions or provide a service in whole or in part.
vi. Such termination is required by law or instructed by regulatory authorities.
vii. Any event as defined in General Terms and Conditions.

d) Termination or expiry of these Terms and Conditions will not affect any accrued rights and liabilities of the Bank at any time up to the date of termination.

e) Once either the Bank or the Customer terminates the Service, no further or pending transfers may be made, including (but not limited to), any transfers scheduled in advance or any preauthorized recurring transfers. Access to account information and other functions of the Service will also cease upon termination of these Terms and Conditions.

f) The Bank may, at its discretion, withdraw temporarily or terminate the Services for any maintenance activity or in case of any emergency / security reasons. The Bank shall endeavor to give a reasonable notice for suspension or termination of the Services but shall not be responsible if such an action has to be taken for reasons of security or emergency.

8. Amendments and Notices

a) The Bank shall use its best endeavors to pre-notify the Customer of any amendments to these Terms and Conditions and/or Specific Terms and Conditions by way of SMS to the Customer's registered mobile number, e-mail to the Customer's registered e-mail address, and letter to the Customer's postal address.
b) General updates that affect all of the Bank's customers will also be posted by the Bank on its social media, corporate website (https://www.meethaq.om/en) and displayed at branches.
c) 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 tariff book available on https://www.meethaq.om/en/about/Documents/Tariff_Booklet_En.pdf as well as any changes or alterations in charges, by notifying the Customer in accordance with these Terms and Conditions.

d) Such changes will become effective sixty (60) days from the date of notice (unless a different effective date is provided in the notice).
e) Notices under these Terms and Conditions may be given to the Bank by the Customer and to the Customer by the Bank in accordance with the General Terms and Conditions.

9. Force Majeure

a) Where a Force Majeure event occurs, or is reasonably likely to occur, the Bank shall not be liable to the extent that it is delayed in or prevented from performing its obligations under these Terms and Conditions due to Force Majeure, and the obligations of the Bank shall be suspended for the duration of the Force Majeure event.
b) The Bank shall not have any liability for any failure or delay in performance of these Terms and Conditions to the extent the same results from a Force Majeure or any event beyond the control of the Bank.

10. Remittances and Swift Transfers

The Customer understands that in relation to remittances and swift transfers, the correspondent bank or intermediary bank may require further information related to the Customer upon receipt of the transfer request.

a) The Customers agree to promptly respond to queries from the Bank or correspondent bank when received, and initiate only legitimate transactions supported by genuine documentation substantiating the transaction. Failure to respond in time to such queries may result in rejection of the transaction or delays. The Customer agrees that the foreign correspondent bank or the Bank may not process the payment and keep the payment on hold if the queries raised are responded to in a timely manner.
b) The Customer agrees that the correspondent bank, may reject, return, block the remittance and may report to United States of America Office of Foreign Assets Control (OFAC) / Office of Financial Sanction Implementation (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 blocked payments / funds will be released only after due authorization and the release of funds will depend on United States of America Office of Foreign Assets Control (OFAC) or Office of Financial Sanction Implementation (OFSI) decision, which might take several months or years.
c) The Customer hereby agrees not to initiate remittances which directly or indirectly involve, drug, 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 the United States of America 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 also the responsibility of the Customer to ensure payments are not being made to any mentioned sanctioned entities or jurisdictions.
d) The Customer confirms the remittance to be legitimate and agree to process the transaction at Customers' own risk and responsibility, and hereby unconditionally holds harmless and indemnify the Bank against any loss, expense, damage, penalty, fine or claim, whether judicial or otherwise, incurred by and/or due to non-compliance with the sanctions and policies in relation to the remittance / operation of the above Account/s transactions Customer agrees that the Bank has the right to block, close his/her accounts or take any other necessary action if the Customer or any of the Customer's connected parties have apparently indulged in any illegitimate transactions or became sanctioned by any of the bodies mentioned above or transacted directly or indirectly with any entities, whether legal or natural, that is sanctioned by any of the above mentioned bodies. 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.
e) The Bank may, at its sole discretion reject any transfer/remittance (outward/inward) request in case:
   i. there are insufficient balances in the Account;
   ii. does not meet the Bank's internal compliance requirements/policies;
   iii. any rules, procedures and regulations related to international sanction laws or regulations restrict such transfer/remittance;
   iv. any issues, policies, or obligations related to correspondent banking requirements restrict such transfer/remittance;
   v. authorized signatory mismatch; or
   vi. incorrect, incomplete, ambiguous or proscribed information are provided by the Customer. In such case, the Bank shall incur no liability whatsoever for any loss or to any third party in this connection.
   vii. non-availability of valid underlying supporting documents to avail the Service.

11. Prevailing language

a) 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

a) These Terms and Conditions shall be governed by and construed in accordance with the laws of the Sultanate of Oman.
b) 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.
c) The fact that the 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.

13. Customer Grievances

a) Recognizing the value and importance of full discussion in preserving harmonious relations, every possible effort shall be made by both the Bank and the Customer to address and resolve any grievance or complaint as expediently as possible.
b) Shall a Customer have any query or complaint regarding these Terms and Conditions, they may contact the Bank by visiting the nearest branch, calling the Call Centre at 2465 6666, or through email to the following email Meethaq_Internet_Banking_wecare@bankmuscat.com
c) The Customer shall use its best endeavors to raise any concerns to the Bank regarding discrepancies in account transactions appearing in the Customer's bank statements, within ten (10) Business Days of receipt of the bank statement.

14. Miscellaneous

a) The headings of these Terms and Conditions are for convenience and reference only and they shall not be used in the interpretation or execution of any provision of these Terms and Conditions.
b) These Terms and Conditions constitute the entire understanding between the Bank and the Customer in respect of the matters included herein and supersede any previous agreements, promises, assurances, warranties, representations, understandings and discussions between the Bank and the Customer relating to such matters, whether written or verbal, and shall override all other terms and conditions inconsistent herewith whether expressed or implied. Both the Bank and the Customer warrant to the other that they have not relied upon any representation not recorded here which has induced them to enter into these Terms and Conditions. This clause does not exclude or limit the liability of either Party in respect of any fraud.
c) 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 General 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.
d) If any part of the Terms and Conditions is or becomes invalid, illegal or unenforceable, it is deemed to be modified to the minimum extent necessary to make it valid, legal, and enforceable. If that is not possible, that part is deemed to be deleted. Any modification to, or deletion of, any part of the Terms and Conditions does not affect the validity and enforceability of the remaining provisions of the Terms and Conditions.
e) The Customer may not assign or transfer the Service, Secured Token or these Terms and Conditions to any third party. No term of these Terms and Conditions are intended to confer a benefit on, or be enforceable by, any person who is not a party to these Terms and Conditions.
f) No forbearance, delay or failure by either the Bank or the Customer in enforcing its respective rights shall prejudice or restrict the rights of one of them, and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach.
g) Obligations specified herein shall be binding on the Customer and the Bank.