

FOR BANK USE ONLYBRANCH CUSTOMER NUMBER

حائز على شهادة آيسو



ISO CERTIFIED



DATE : _____

APPLICATION FORM FOR OPENING INDIVIDUAL / JOINT ACCOUNT

Note : Kindly fill the form in block letters and sign in the appropriate space only after reading the terms and conditions. The terms and conditions which apply for operating this account form an integral part of this application form.

PLEASE COMPLETE IN FULL AND TICK WHEREVER APPLICABLE.

CUSTOMER DETAILS

NAME _____

(As per ID/PP) (First Name) (Second Name) (Third Name) (Family/Tribal Name)
(HH / HE / SHK / Mr. / Mrs. / Miss / Others)

POSTAL ADDRESS P.O. Box _____ P.C. _____ H.No. _____ Apt.No. _____ Way No. _____

Location _____ Locality _____ Location _____

Sultanate of Oman Wilayat _____ Sultanate of Oman

PERMANENT ADDRESS _____

CONTACT DETAILS Tel (R) _____ GSM/Pager _____

Tel (O) _____ E-mail _____

Fax _____

Nationality _____ Date of Birth _____ National ID No. _____ Date of Expiry _____

Passport No. _____ Date of Expiry _____ Labour Card No. _____ Date of Expiry _____

Driving Licence No. _____ Date of Expiry _____ Sex Male Female **EMPLOYMENT DETAILS**

NAME OF EMPLOYER _____

Employer's Address P.O. Box _____ P.C. _____ Location _____ Sultanate of Oman

Employee Number _____ Date of Employment _____ Present Position _____

Salary Income p.m. _____ Other Income p.m. _____

ACCOUNT DETAILS Individual Joint Minor (Guardian name if minor) _____ Current Saving Fixed Call Other _____ Salary transferred to Bank yes NoCurrency of Account : OMR AED USD OTHER _____For Savings Account Al Mazyona With InterestStatement Mail Hold Statement Frequency Weekly Monthly Quarterly Half YearlyFor Current Account : Cheque Book facility required Yes No Number of Cheques required 10 25 50 leavesFor Fixed Deposit : Fixed deposit for _____ Months (specify period) Maturity Date _____ Auto roll over with interest at maturity Interest accruals to credit Account No. _____ and roll over principal amount.

Interest Rate _____ %

Source of funds Cheque Cash Transfer from Account _____**OTHER BANK ACCOUNTS DETAILS**

Bank Name/Location _____ Bank Name/Location _____

Account No. _____ Account No. _____

JOINT ACCOUNT HOLDER

NAME _____
(As per ID/PP) (First Name) (Second Name) (Third Name) (Family/Tribal Name)
(HH / HE / SHK / Mr. / Mrs. / Miss / Others)

POSTAL ADDRESS P.O. Box _____ P.C. _____ Apt.No. _____ H.No. _____ Way No. _____
Wilayat _____ Sultanate of Oman

CONTACT DETAILS Tel (R) _____ E-mail _____
Tel (O) _____ GSM/Pager _____ Sex Male Female
Fax _____ Relation (to first account holder) _____

Nationality _____ Date of Birth _____ National ID No. _____ Date of Expiry _____
Passport No. _____ Date of Expiry _____ Labour Card No. _____ Date of Expiry _____
Driving Licence No. _____ Date of Expiry _____ Sex Male Female

For electronic channels like ATM, Call Center, Kiosk, Internet banking which operate with individual PINs, please attach a separate letter requesting for the services and the mode of operation

DELIVERY CHANNELS

This application automatically allows your account to receive services through all the delivery channels of the bank. In case you do not wish to avail of any of these channels kindly tick the same below :

ATM No Call Center No Internet Banking No Self Service Kiosk No

(For Internet banking e-mail address and choice of login names is mandatory). (For SMS messages GSM Number is mandatory).

Preferred login name 1st choice _____ 2nd choice _____ 3rd choice _____

Kindly note that the terms and conditions that apply for operating the above delivery channels form an integral part of this application form.

I have read the Terms and Conditions which pertain to the above delivery channels and agree to be bound by the same and any amendments thereto as made by the bank from time to time.

Signature _____ (Joint account holders please refer the terms relating to electronic channels above.)

BILL PAYMENT DETAILS

Please register following bills against my/our account number for payment through ATM, Call Center and Self Service Kiosk facility (strike out one if not applicable).

Tel No.	Tel. Contract No.	GSM No.	GSM Contract No.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Water Bill A/C No.	Electricity Bill A/C No.	Internet Contract No.	School Fee Details.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(Please attach photocopies of recent bills for each of the bills you want registered.)

CUSTOMER SIGNATURE (S)

I/we confirm that the information given is true and complete. I/we have read the terms and conditions governing this application, and agree to be bound by the same and any amendment thereto as may be made by the bank from time to time.

Signing instructions Signed by _____ Jointly Either

FIRST ACCOUNT HOLDER	SECOND ACCOUNT HOLDER (Applicable for Joint Account only)
_____	_____
(Specimen Signature)	(Specimen Signature)
Name _____	Name _____

DETAILS OF INTRODUCER

Name _____ Account No. _____ Walk in Customer
Contact Tel. No. _____ Signature _____

FOR BANK USE ONLY

CHECK LIST	Original Seen	Copy Made	Original Seen	Copy Made	ACCOUNT NUMBERS
National ID	<input type="checkbox"/>	<input type="checkbox"/>	Passport	<input type="checkbox"/>	_____
Labour Card	<input type="checkbox"/>	<input type="checkbox"/>	Driving Licence	<input type="checkbox"/>	_____

Specimen signatures for all authorised signatories received with limits applicable to each
Account set up in system and all identification copies stamped 'Certified True Copy'

Checked by _____ Approved by _____
Signature _____ Date _____ Signature _____ Date _____

Photograph to be attached in case of illiterate customers using thumb impression / with shaky signatures / Signing in

Language other than Arabic / English

TERMS & CONDITIONS

The General Terms and Conditions set out below shall apply to the Savings, Current, Call and Term Deposit Accounts with Bank Muscat SAOG and the specific terms and conditions as set out hereunder the heading of a particular Account shall be applicable to such Account only

DEFINITIONS

The following terms when used in these Terms and Conditions shall have the meanings ascribed to such terms as under:

“Accounts” means the Saving Account, Current Account, Call Account and Term Deposit Account

“ATM Card”/ “Card” means a plastic card with magnetic strip issued by the Bank to a Customer to enable such Customer to access the Account(s) and perform transactions by using the Automated Teller Machines.

“Bank” means Bank Muscat SAOG, and any successor body thereto.

“Call Center Service” means the service provided by the Bank to a Customer, to enable such customer to access the Account(s) and perform transactions by using the telephones.

“Customer” means a natural or corporate person who has opened and maintains an Account with the Bank.

“Customer Identification Number” means a unique number provided by the Bank as a reference for the Account(s) maintained by a Customer with the Bank.

“Internet Banking Online Service” means the services provided by the Bank to a Customer, to enable such Customer to access the Account(s) and perform transactions through the Internet

“Laws of Oman” means the laws of the Sultanate of Oman in the form of Royal Decrees, Ministerial Regulations, Ministerial Decisions, as the same may have been, or may from time to time be, enacted, amended or re-anacted

“PIN” means the personal identification number allocated to a Customer by the Bank, to enable such customer to access the Account(s) / services through the respective delivery channels like ATM, Kiosk, Call Center, Internet etc.

“Service Charges Schedule” means a booklet of information made available by the Bank to the Customers from time to time, informing customers of the various charges / conditions applicable on the services provided by the Bank.

“Self Service Kiosk” means the service provided by the Bank to its Customers to access their Account(s) and perform transactions through the Kiosk Machines installed by the Bank at various locations.

“Terms and Conditions” means the terms and conditions as set hereunder to be applicable to the Accounts

“User” means the Customer authorised to use any of the Bank’s Delivery Channels.

1. GENERAL

- (a) All Customers must complete an Account Opening Form, specimen signature card and any other documents as required by the Bank for the opening of a particular Account with the Bank.
- (b) For the avoidance of doubt, reference to “Customers” shall include all parties to a joint Account and all liabilities in respect of joint Accounts shall be joint and several.
- (c) Subject to completion of the necessary documentation as required by the Bank, the Bank shall open and allow for a Customer to operate sole, joint, trustee, corporate and/or other Account(s) held in the name of legal entities.
- (d) The Bank’s documents shall be considered to be conclusively binding on the Customer. Any errors on any statement or Bank documents shall be advised to the Bank by the Customer within 15 days of receipt thereof.
- (e) The Bank reserves the right to refuse any deposit, to decline to open an Account and/or close an Account at any time. A deposit made to an Account is subject to clearing and the Bank reserves the right to route items for collection through its own correspondents.
- (f) The Customer shall advise the currency or currencies (approved by the Bank) in which the Account is to be maintained and any deposits in currencies other than the designated currency/currencies of the Account shall be converted into the currency of the designated Account unless otherwise instructed.
- (g) The Bank reserves its right to combine, set-off, consolidate or transfer any sums from the Customer’s Account(s), without notice, in respect of any amounts due to the Bank or towards any actual or contingent liability due to the Bank. The Bank further reserves its rights to freeze or block funds in a Customer’s Account.
- (h) The Bank will not be liable for any loss/damage or delay resulting from events outside of the Bank’s control.
- (i) Accounts maintained for minors shall be operated by a parent or legally appointed guardian until the minor attains the age of 18. All monies in any minor’s Account shall be deemed to be those of the minor and shall not vest in the assets of his/her parent or legal guardian.
- (j) The Bank must be informed in writing on the death, incapacity, dissolution, insolvency or bankruptcy of the Customer and the Bank shall not be held liable for any loss which may arise from any dealings on the Account prior to written notice having been received by the Bank. Upon receiving the required notice,

the Bank shall suspend operation of the Account until such time as it is satisfied that a duly appointed successor or court appointed officer has been legally empowered to deal with the Account or that the heirs to the deceased of a account have established their rights in accordance with the Laws of Oman and are entitled to receive the property of the deceased Account holder.

- (k) The Bank reserves its right to charge the Customer for any bank charges incurred in the normal course of business or due to the Customer’s failure to maintain the minimum balances in the Account(s), and that any such charges may be deducted from the Customer’s Account(s). The Bank reserves its right to amend such charges from time to time as it considers reasonable.
- (l) Customers agree to indemnify the Bank and hold the Bank harmless in respect of and against any legal costs, charges or expenses incurred or arising from the operation of any Account for or on behalf of a Customer and such charges are to be deducted from the Customer’s Account.
- (m) The Customer should operate the Account(s) in good faith and warrants that all particulars given to the Bank are true and accurate and shall immediately advise the Bank of any facts or circumstances which may render any earlier information provided by it to the Bank inaccurate or incorrect.
- (n) The Terms and Conditions for all Accounts shall be governed by and construed in accordance with the Laws of Oman

2. CURRENT ACCOUNT

- (a) The Customer shall be provided with a cheque book on the opening of a Current Account. In the event of loss, destruction or theft, the Customer is to notify the Bank immediately.
- (b) The Bank reserves the right to refuse, suspend or withdraw the issuance of a cheque book from the Customer.
- (c) Any Bank instrument, cheque book or electronic card issued in the name of the Customer or other Bank documents provided to the Customer shall remain the property of the Bank.
- (d) The Bank will only honour cheques against available unencumbered funds in the Current Account except where there is in place prior agreement for an overdraft.
- (e) Overdrafts shall not be permitted to the Customer in its Current Account except by prior written agreement with the Bank. Any unauthorised overdraft does not constitute an agreement for a further overdraft.

- (f) Stop payment instructions on a cheque shall be valid only if in writing. The Bank shall not be responsible or liable in respect of failure to implement such stop payment instruction unless received in writing in accordance with the Laws of Oman.
- (g) The Bank shall debit a service charge to the Customer's Current Account for every cheque returned unpaid for financial reasons, or otherwise to be recovered in accordance with, regulations of Central Bank of Oman.
- (h) No interest shall be paid on the Current Accounts.
- (i) The Bank will levy Current Account service charge as per Service Charge Schedule subject to variation from time to time and the Bank shall deduct such charges every month from the Customer's Current Account.

3. SAVINGS ACCOUNTS

- (a) An amount of RO 5 may be accepted by the Bank as an initial deposit for opening a Savings Account. Such minimum sum shall be retained in the Savings Account until the date of closure of the Savings Account.
- (b) The Bank may raise the minimum amount referred to in Clause 3 (a) above and reserves its right to close any such Savings Account if the balance remains below the minimum amount for more than three months.
- (c) The Customer may receive an identity card at the time of the first deposit, such identity card to remain the property of the Bank and to be surrendered when the Savings Account shows a nil balance. The loss, destruction or theft of such card shall be notified to the Bank by the Customer immediately in writing. The Customer shall indemnify and hold the Bank indemnified for any loss occasioned by misuse of the identity card by a third party.
- (d) Deposits or withdrawals are permitted, subject to availability of unencumbered funds, into the Savings Account. The Bank reserves the right to return instruments presented to it for collection and to charge the Customer for items which are returned unpaid.
- (e) The Customer must be present in person to make any withdrawal and produce identification to satisfy the Bank as to his/her identity.
- (f) Interest will be paid on a monthly minimum balance, as published in the Bank's Service Charge Schedule.
- (g) The Bank shall be entitled to amend the interest rates of deposits from time to time without prior notice to the Customer except by displaying the same on its premises from time to time.
- (h) No cheque book will be issued on a Savings Account.
- (i) The Bank will levy Savings Account service charge as per Service Charge Schedule subject to variation from time to time and the Bank shall deduct such charges every month from the Customer's Savings Account.

4. FIXED TERM DEPOSIT ACCOUNTS

- (a) Minimum amounts for which the Bank will accept Fixed Term Deposits are listed in the Bank's service charges schedule.
- (b) The amount, period and rate of interest are agreed on the date of the Term Fixed Deposit and the Customer shall be issued a receipt confirming the same.
- (c) The effective date of the Fixed Deposit shall be the date on which the Bank receives the funds in the Fixed Deposit Account.
- (d) Fixed Term Deposits in any currency shall be renewable or repayable on receipt of instructions two business days prior to maturity. In the absence of instructions to the contrary, the Fixed Term Deposit will be renewed for a similar term at the prevailing interest rate.
- (e) Interest to be paid upon maturity of the Fixed Term Deposit.
- (f) Repayment of Fixed Term Deposit Accounts are permissible only on the date of maturity. Any repayment of whole or part of such Fixed Term Deposit before the date of maturity will be a subject to a penalty and / or any charges as the Bank may deem appropriate.
- (g) The Bank reserves its right to amend or alter these Terms and Conditions without prior notice to its Customers and such terms and conditions shall be binding upon the Customer.
- (h) These Terms and Conditions shall be governed by and construed in accordance with the Laws of Oman.

5. ATM CARD

- (a) The ATM Card shall remain the property of the Bank at all times and the Customers are obliged to surrender the ATM Card to the Bank whenever required. The Bank reserves its right to suspend, cancel or stop use of the ATM Card or refuse to replace or reissue such Card at its sole discretion.
- (b) The Customers shall accept all transactions effected by means of the ATM Card notwithstanding the fact that such transactions may have exceeded the authorised limits and where a ATM Card has been issued in the name of more than one Customer, the Customers agree to be jointly and severally responsible for the use of the ATM Card.
- (c) The ATM Card is to be used with a PIN which is not to be disclosed by the Customer to anyone under any circumstances.
- (d) The ATM Card and the PIN are issued to the Customer at the Customer's risk and responsibility and the Bank shall bear no responsibility for any loss or damage from the issue of the ATM Card and/or PIN. The Customer is, however, well

advised to keep the ATM Card and the PIN secured and kept separately at all times and where possible to destroy the PIN once the PIN number has been memorised.

- (e) The Customer shall indemnify and hold the Bank indemnified against any loss or damage occasioned by unauthorised use of the ATM Card due to the Customer's negligence.
- (f) The Customer must not overdraw his/her Account with the Bank through use of the ATM Card or draw in excess of any agreed overdraft limit that he/she may have agreed with the Bank. In the event that an unauthorised overdraft is created, the Customer is obliged to bring the Account within its limit immediately.
- (g) In the event that the Bank dispenses cash in excess of the amount requested, the Customer undertakes to inform the Bank immediately of such error and the Bank is hereby authorised to debit the Customer's Account with the appropriate amount.
- (h) The Bank has the right to debit the Customer's Account with any charges or expenses in connection with the use or replacement of such Card.
- (i) The Bank reserves the right to amend the Terms and Conditions relating to the ATM Card service without prior notice to the Customer.
- (j) The Bank will not be responsible for the malfunctioning of any ATM Card due to any mechanical defect or any other reason beyond its control.
- (k) The Bank is not responsible where ancillary services such payment of utility bills cannot be effected either by reason of insufficiency of funds in the Account or by reason of mechanical failure or otherwise not in the control of the Bank.
- (l) When the ATM Card is used for a transaction in a currency other than Omani Rials, Visa will convert the amount of the Card transaction at the rate of exchange prevalent at the time/agreed between the parties, into Omani Rials and debit the Customer's Account.
- (m) Cash withdrawals outside the jurisdiction of the Sultanate of Oman/Local switch will attract a cash withdrawal fee as determined by the Bank from time to time.
- (n) The Bank will debit the Customer's ATM Card Account at points of sale terminals.

6. CALL CENTER SERVICE

The Call Centre Service is made available by the Bank to the Customer on the following Terms and Conditions:

- (a) The Bank will accept the Customer's telephone instructions only if the correct Customer Identification Number and the TPIN is used.
- (b) The Call Center Service is available to any existing Accounts of the Customer and those that he/she may open in the future. Accounts in the names of minors are operated solely by the parent or legal guardian and the TPIN is not to be revealed to the minor.
- (c) TPIN and Customer identification number is to remain confidential at all times. If such TPIN is lost or comes within the knowledge of a third party, the Customer is to inform the Bank immediately to block its usage and request for the issuance of a new TPIN.
- (d) The Bank is irrevocably authorised by the Customer to accept and act upon instructions given by the Customer to debit or credit the Customer's Current Account or carry out any service requested without further authority from the Customer. The Customer hereby agrees to indemnify the Bank and to hold the Bank indemnified against any compliance by the Bank with the Customer's instructions which appear to the Bank as having been given by the Customer.
- (e) The Customer undertakes to have sufficient funds in its Current Account for effecting transactions on the telephone. If the Bank allows a transaction which creates an unauthorised overdraft, the Customer shall repay such amount immediately. Interest will be charged, for the overdrawn period.
- (f) The Bank shall have the right of set-off without notice to the Customer.
- (g) The Customer undertakes to indemnify the Bank and hold the Bank indemnified from any loss or damage occasioned by any of the following:
 - i unauthorised use of the TPIN;
 - ii instructions not effected by the Bank where the Bank reasonably believes these instructions are not genuine or otherwise, improper, unclear, vague or raise suspicion with regard to their authenticity.
 - iii withdrawal or suspension of the facility without notice to the Customer.
 - iv non-compliance with instructions where insufficiency of funds in the Customer's Current Account.
 - v any mechanical or technical defect or failure or interruption in the provision of Call Center Services caused by any reason whatsoever.
 - vi any negligence or mistake on the part of the Customer
 - vii any breach or non-compliance by the Customer of any of these Terms and Conditions.
 - viii any fraud or dishonest conduct by the Customer or any of his/her agents or employees.
- (h) The Bank reserves its right to record any conversations with any Customer and such records of instructions given and transactions concluded shall be conclusive proof and binding for all purposes and may be used as evidence in any proceedings before any court of law, or as the Bank may deem fit.
- (i) All instructions must be received during business hours and will be effected within one business day of receipt. The Bank is entitled to request the Customer to confirm any of its instructions in writing. Any instruction received by the Bank may only be cancelled if the Bank receives notification of such cancellation before the instruction is effected.

- (j) All fixed outputs of statements are duplicate statements of account and whilst the Bank shall take all reasonable steps to ensure their accuracy, the Bank shall not be liable for any loss or damage occasioned by any error or inaccuracy in such statement. The Customer shall not hold the Bank liable for any information which turns out to be incorrect or inaccurate.
- (k) Charges for the Call Center Service will be at the discretion of the Bank and may be varied from time to time without prior notice to the Customer.
- (l) The Customer hereby agrees to give seven (7) days notice in writing in order to terminate the Call Center Service made available to the Customer.
- (m) The Bank may terminate the Call Center Service granted to the Customer without prior notice in the event of but not limited to, by reason of death, insolvency, bankruptcy, breach or non-compliance with these Terms and Conditions [or any agreement] with the Bank or any other cause arising out of operation of law or any reason where the Bank considers it reasonable to do so.

7. INTERNET BANKING ONLINE SERVICE

The Internet Banking Online Service is made available to the Customer by the Bank on the following Terms and Conditions. These Terms and Conditions, together with the General Banking Terms and Conditions apply to the use of this Internet Banking Online 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 availment of the Service by the Customer, the Customer will be deemed to have accepted these Terms and Conditions.

Once registered, upon first time log on, if the Customer agrees to be bound by these Terms and Conditions, please click on the icon "I accept" and proceed to log in to the Service using your PIN. By logging on, the Customer confirms its acceptance of these Terms and Conditions for the use of the Service.

1. The Service

- (a) The Bank may offer the Internet Banking Online Services to selected Customers at its discretion. Interest in the same may be registered on-line through the Bank's web site. Such registration or acknowledgment by the Bank does not constitute an acceptance by the Bank of the Customer's application for the Internet Banking Online Service.
- (b) The Bank shall provide such Internet Banking Online Service as it decides upon at its own discretion including but not restricted to:
 - (i) Account Opening;
 - (ii) Enquiry about balance on Accounts;
 - (iii) Requesting statements of account, issue of cheque books;
 - (iv) Details of transactions in any linked Accounts;
 - (v) Payment of utility bills;
 - (vi) Transfer of funds within linked Accounts.
 Any changes to the Internet Banking Online Service provided will be advised to the Customer by the Bank.
- (c) The Bank will only accept the Customer's instructions if the correct PINs have been used by the Customer and the security procedures of the Internet Banking Online Service complied with.
- (d) Where joint or corporate Accounts are being used, each User would be given a separate PIN and password. The Bank may set up limits for each user, either jointly or individually in respect of financial transactions. The Customer expressly agrees with this arrangement.
- (e) A minimum balance is to be maintained in all Accounts as stipulated by the Bank from time to time, with a penalty to be charged if such balance falls below the minimum set. The Bank reserves the right to withdraw the Internet Banking Online Service without prior notice to the Customer if the Account does not maintain the minimum required amount. Use of the Internet Banking Online Service does not confer upon the Customer any right to overdraw his/her Account unless by way of prior written agreement with the Bank.
- (f) The Bank reserves the right to levy service charges for any services provided which will be published on the Bank's web site as will any changes or alterations in charges.
- (g) The Bank shall be irrevocably authorised by the Customer to accept and act upon instructions given by the Customer where the PINs appear to have been validly used including 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.
- (h) The display or printed output produced by a User at the time of the use of the Internet Banking Online Service is a record of the operation of internet 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 7 days of receipt of such statement by a Customer.
- (i) If the Customer instructs the Bank through the Internet Banking Online Service, such instruction may only be cancelled if the Bank receives notification of such cancellation before the instruction is acted upon.
- (j) Records maintained by the Bank of any instruction given by the Customer under Internet Banking Online Service shall be conclusive evidence of the Customer's instruction and the time it was given except in the case of manifest error.
- (k) The User is responsible for the accuracy of all information supplied to the Bank through the use of Internet Banking Online 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.

- (l) 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 Internet Banking Online Service.

2. Security

- (a) PINs are to be kept confidential at all times.
- (b) The Customer must exit the Internet Banking Online Service when leaving his/her computer unattended.
- (c) If the Customer becomes aware that its PINs appear to be known to a third party, the Customer must inform the Bank immediately. Until such notice is received, the Bank is not liable for loss from any unauthorised transactions or otherwise by use of the Customer's Account through the proper PINs.
- (d) Upon such notification, the Customer shall not be liable for any loss except where this is due to the Customer's negligence, fraud or breach of any part of this section of these Terms and Conditions.
- (e) Electronic mail is not a secure means of communication and the Bank shall not act on any instructions sent by e-mail.
- (f) 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.

3. 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 Internet Banking Online Service or any materials or software provided or downloaded from the website;
 - (ii) Failure on the part of the Customer to use or access the Internet Banking Online Service at any time and any error in the provision of any part of it;
 - (iii) Any claim brought by a third party against the Bank or its Customers by reason of improper use of the Internet Banking Online Service by the User.
 - (iv) Any delay or failure of any transmission or receipt of any instructions or notification sent through the Internet Banking Online Service.
 - (v) The Customer's use of e mail or other non-secure electronic instructions to provide instructions to the Bank;
 - (vi) any inaccurate information or opinions displayed through the Internet Banking Online Service or the Customer's reliance thereon;
- (b) The Bank will not be able to act on a Customer's instructions via the Internet Banking Online Service if the Bank suspects or reasonably considers:
 - (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).

4. Personal Information

The User agrees that the Bank may use his personal details on the computer in connection with other services as well as statistical analysis and credit scoring. The User 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 recognised credit scoring agencies, compliance with legal directives or for participation in any telecommunication or electronic clearing network.

5. Proprietary rights

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 Internet Banking Online Service.

6. Changes to Terms and Conditions

The Bank has the absolute discretion to change any of these Terms and Conditions at any time and shall endeavour to give prior notice of 15 days for any such changes.

7. Termination

- (a) The Customer may request termination of the Internet Banking Online Service by giving written notice of 15 days to the Bank and shall be responsible for all transactions until the time of cancellation of the Internet Online Banking Service.
- (b) The Bank may withdraw the Internet Banking Online Service at any time provided that Customer is given reasonable notice.
- (c) The Bank may suspend or terminate the Internet Banking Online Service without prior notice to the Customer if the Customer has breached any Terms and Conditions or in the event of the Customer's death, insolvency or lack of legal capacity.

8. 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 Internet Banking Online 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 Oman. The mere fact that the Internet Banking Online 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 the Internet Banking Online Service.

8. SELF SERVICE KIOSK

- (a) The Self Service Kiosk will be available to all Accounts of the Customer, present or in the future or where it is made available linked to an Account in two or more names with the Bank. It is acknowledged that regardless of the fact that it is a joint or a single Account, the Self Service Kiosk will be provided to one User acting alone.
- (b) The Bank will only accept a Customer's instructions with the correct use of the Customer's Identification Number and the PIN.
- (c) PIN and Customer Identification Number is to remain confidential at all times. If such PIN is lost or comes within the knowledge of a third party, the Customer is to inform the Bank immediately and request the issuance of a New PIN.
- (d) Accounts in the names of minors are to be operated solely by the parent or legal guardian who undertakes to give all instructions relating to the operations in the Account and further undertakes that the PIN is not to be revealed to the minor.
- (e) The Customer shall indemnify and keep the Bank indemnified from and against any loss or damage occasioned by any of the following:
 - i unauthorised use of the PIN;
 - ii instructions not effected by the Bank where the Bank reasonably believes these instructions not to be genuine or otherwise, improper, unclear, vague or raise suspicion with regard to their authenticity.
 - iii withdrawal or suspension of the facility without notice to the Customer.
 - iv non-compliance with instructions where insufficiency of funds in the Customer's Account.
 - v any mechanical or technical defect or failure or interruption in the provision of Self Service Kiosk caused by any reason whatsoever.
 - vi Any negligence or mistake on the part of the Customer
 - vii Any breach or non-compliance by the Customer of any of these Terms and Conditions.
 - viii any fraud or dishonest conduct by the Customer or any of his/her agents or employees.
- (f) The Customer undertakes to have sufficient funds in its Account for effecting transactions as directed over the Self-Service Kiosk. If the Bank allows a transaction which creates an unauthorised overdraft, the Customer to repay the amount immediately. Interest would be charged for the overdraft period.
- (g) The Bank shall have the right of set-off without notice to the Customer.
- (h) The Customer further undertakes to indemnify and hold the Bank indemnified against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which the Bank may at any time incur, suffer or sustain or be put to as a consequence of or by reason of arising out of the Bank providing the Self Service Kiosk to the Customer or from the refusal or the failure of the Bank in good faith to take any action on the Customer's instructions.
- (i) Records of instructions given and transactions concluded on the Self Service Kiosk shall be conclusive proof and binding for all purposes and may be used as evidence in any proceedings or as the Bank may deem fit.
- (j) All instructions (except those which are executed instantaneously by the Self Service Kiosk) requiring processing by the Bank shall be effected only during business hours. The Bank is entitled to request the Customer to confirm any instruction in writing.

- (k) All fixed outputs of statements are duplicate statements of account and whilst the Bank shall take all reasonable steps to ensure their accuracy, the Bank shall not be liable for any loss or damage occasioned by any error or inaccuracy in such statement. The Customer shall not hold the Bank liable for any information which turns out to be incorrect or inaccurate.
- (l) Charges for the Self-Service Kiosk will be at the discretion of the Bank and may be varied from time to time without prior notice to the Customer.
- (k) The Customer hereby agrees to give seven days notice in writing in order to terminate the Self-Service Kiosks made available to the Customer.
- (l) The Bank may terminate the Self-Service Kiosk granted to the Customer without prior notice in the event of but not limited to, by reason of death, insolvency, bankruptcy, breach or non-compliance with terms and conditions or any agreement with the Bank or any other cause arising out of operation of law or any reason where the Bank considers it reasonable to do so.

9. SMS BANKING

- (a) The SMS Banking Facility will be available to all Accounts of the Customer, present or in the future or where it is made available linked to an Account in two or more names with the Bank, it is acknowledged that regardless of the fact that it is a joint or single account, the service will be provided to one Customer acting alone.
- (b) The Customer acknowledges that where the original communication was unsuccessful due to whatsoever reason, the Bank is not liable to retransmit any date till the next due date as per contracted frequency.
- (c) In the event of loss or theft of the Customer's equipment, or change or disconnection of the Customer's mobile telephone number, the Customer undertakes to notify the Bank immediately and indemnifies the Bank for any loss or damage on account of the Customer's delay or failure to give such notification.
- (d) The Customer undertakes to indemnify and hold the Bank indemnified the Bank from and against any loss or damage occasioned by any of the following:
 - i any mechanical or technical defect or failure or interruption in the provision of SMS Banking Services caused by any reason whatsoever.
 - ii withdrawal or suspension of the SMS Banking Facility without notice to the Customer
 - iii any negligence or mistake on the part of the Customer
 - iv Any breach or non-compliance by the Customer of any of these Terms and Conditions.
 - v any fraud or dishonest conduct by the Customer or any of his/her agents or employees.
- (e) The Customer further undertakes to indemnify and hold the Bank indemnified against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which the Bank may at any time incur, suffer or sustain or be put to as a consequence of or by reason of arising out of the Bank providing the SMS Banking Facility to the Customer or from the refusal or the failure of the Bank in good faith to take any action on the Customer's instructions.
- (f) All fixed outputs of statements are duplicate statements of account and whilst the Bank shall take all reasonable steps to ensure their accuracy, the Bank shall not be liable for any loss or damage occasioned by any error or inaccuracy in such statement. The Customer shall not hold the Bank liable for any information which turns out to be incorrect or inaccurate.
- (g) Charges for the SMS Banking Facility will be at the discretion of the Bank and may be varied from time to time without the prior notice to the Customer.
- (h) The Customer hereby agrees to give seven days notice in writing to the Bank for termination of the SMS Banking Facility made available to the Customer by the Bank.
- (i) The Bank may terminate the SMS Banking Facility granted to the Customer without prior notice in the event of but not limited to, by reason of death, insolvency, bankruptcy, breach or non-compliance with Terms and Conditions [or any agreement] with the Bank or any other cause arising out of operation of law or any reason where the Bank considers it reasonable to do so.

CUSTOMER SIGNATURE (S)

I/we confirm that the information given is true and complete. I/we have read the terms and conditions governing this application, and agree to bound by the same and any amendment thereto as may be made by the bank from time to time.

FIRST ACCOUNT HOLDER

(Specimen Signature)

Name _____

SECOND ACCOUNT HOLDER (Applicable for Joint Account only)

(Specimen Signature)

Name _____