

TERMS & CONDITIONS

These Terms & Conditions are binding between you, as an individual or entity ("you"), and Bank Muscat SAOG ("bank Muscat" or the "bank"). These Terms and Conditions governs your use of this Application for Android, IOS or other mobile platforms (collectively, including all related documentation, the "Application").

- bank Muscat Offers App is a platform only for display of offers extended by Merchants to bank Muscat Customers. bank Muscat is hosting this platform purely for the convenience of its Customers to display the offers extended by Merchants to bank Muscat Customers.
- The Products/Services are being offered solely by the Merchants and bank Muscat is not selling/rendering any of these Products/Services.
- bank Muscat is not undertaking the business of on-line retail trading or shopping by hosting this platform.
- bank Muscat will not earn any commission or any other fee upon its Customers viewing the offers made available by Merchants or purchasing/ availing of a Product/Service offered by Merchants, except the customary considerations for use of credit card/debit Cards/net banking facility.
- The Customer is free to purchase/avail them from any other stores/online platforms and by using any other payment mechanism.
- By hosting this platform, bank Muscat is neither guaranteeing nor giving any warranty nor making any representation with respect to the offers made by Merchants.
- bank Muscat is neither endorsing the Merchants or any Product/Service nor is it responsible for sale/quality/features of the Products/ Services under the offer.
- Any Information on the bank muscat website/offers app (or the section thereof to which you will be directed) whether about the Merchant or the Products/Services being offered have not been verified by bank muscat.
- bank muscat shall not be liable or responsible for any such information. bank muscat will not bear any obligation or liability if a Customer purchases/avails of a Product/Service under an offer.
- If you choose to avail of the purchase/avail of a Product/Service, bank muscat will neither be a party to nor in any manner concerned with such purchase/availment nor be liable or responsible for any act or omission of the Merchant or the Customer.
- All Product/Service related queries/complaints will be addressed and dealt by the respective Merchant only.

GENERAL TERMS OF USE & SERVICE

- The App is powered and maintained by bank muscat. The following terms and conditions apply to all visitors or users of this application. Please read these Terms and Conditions carefully before using this website. By accessing or using this application, you (A) acknowledge that you have read, understood and explicitly agree to comply with and be bound by these Terms and Conditions; (B) represent that you are of legal age to enter into a binding agreement. If you do not agree to these terms, do not download, install or use this application and delete it from your device. When you access any of the Sub-Site (whether belonging to an 'associate' of Company or otherwise) through this application, then the Sub-Site may have its own terms and conditions, which are specific to such Sub-Site.
- These Terms and Conditions of use and any additional terms posted on this site together constitute the entire agreement between Company and you with respect to your use of this site.
- These terms and conditions commence when you download the Application and will continue in effect until terminated by you or bank muscat as set forth in this clause. You may terminate the terms and conditions by deleting the Application and all copies thereof from your mobile Device. Bank muscat may terminate these terms and conditions at any time without notice if it ceases to support the application, which bank muscat may do in its sole discretion. Furthermore, these terms and conditions will terminate immediately and automatically without notice if you violate and terms and conditions contained herein.
- Upon termination: (a) all rights granted to you under these terms and conditions will also terminate; and (b) you must cease all use of the application and delete all copies of the Application from your Mobile Device and account. Termination will not limit any of bank muscat's legal rights or remedies.

APPLICATION AND ITS CONTENTS

This application is only for your personal use. All materials provided on this application, including but not limited to all text, logos, designs, service marks, trademarks, graphics, images, sounds, information, software, documents, downloads of any kind, products and services and the selection, arrangement and display thereof, are the copyrighted works of bank muscat and/ or its partners. You shall not distribute, exchange, modify, sell or transmit anything you copy from this Site for any business, commercial or public purpose. Any unauthorized use of the content may violate copyright laws, trademark laws, the laws of privacy and publicity and civil and criminal statutes.

GENERAL PROVISIONS

- bank muscat may add, modify or remove any part of these Terms and Conditions of Use at any time as it may deem fit, without notice to you and at the bank's sole discretion. Any changes to these Terms and Conditions of Use or any terms posted on this application apply as soon as they are posted. By continuing to use this application after any changes are posted, you are indicating your acceptance of those changes.

- bank muscat may, at its sole discretion, add, change, discontinue, remove or suspend any other content posted on this site, including but not limited to features and specifications of products or services described or depicted on the site, temporarily or permanently, at any time, without notice and without liability.
- bank muscat reserves the right to undertake all necessary steps to ensure that the security, safety and integrity of Company's systems as well as its clients and users interests are and remain, well-protected. Towards this end, bank muscat may take various steps to verify and confirm the authenticity, enforceability and validity of orders placed by you.

OTHER RIGHTS

- Any communication or materials sent by you to the application by electronic mail or otherwise, including any comments, data, questions, suggestions or the like will be treated by bank muscat as non-confidential.
- Any material submitted to this application may be adapted, broadcast, changed, copied, disclosed, licensed, performed, posted, published, sold, transmitted or used by bank muscat, at its sole discretion, anywhere in the world, in any medium and for any purpose that bank muscat deems fit.
- bank muscat will be using the Email ids and Phone numbers (submitted on the application) to transmit information related to order alerts, promote offers and new enhancement on the application to improve customer service, experience and satisfaction.
- bank muscat reserves the right to deny any user access to this application for any reason or any portion hereof without notice. bank muscat is merely providing the intermediary service to its users and therefore not be held responsible or liable for the acts, errors, omissions, representations, warranties, breaches, fraud or negligence of any content with regards to any of the products/services mentioned in the application that can result in, including but not limited to, direct or indirect damages of any kind, expenses, losses, personal injuries, claims or disputes resulting there from.
- bank muscat and their respective partners have no liability and will make no refund in the event of any delay, cancellation, overbooking, strike, force majeure or other causes beyond their direct control and have no responsibility for any additional expense, omissions, delays, re-routing or acts of any government or authority. You agree to indemnify and hold harmless bank muscat and its officers, employees, agents, directors, affiliates, successors and assigns from and against, including but not limited to, all losses, damages, liabilities, deficiencies, claims, actions, judgments, disputes, or expenses of any kind, including reasonable attorney fees, arising from or relating to your use or misuse of the Application or your breach of this Agreement. Furthermore, you agree that bank muscat assumes no responsibility or liability for the content you submit or make available through this Application.

MISCELLANEOUS

- If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provision of this Agreement will continue in full force and effect.

- These Terms shall be governed by and construed in accordance with the laws of the Sultanate of Oman. Disputes arising in connection with these Terms or the Privacy Policy shall be subject to the exclusive jurisdiction of the courts of the Sultanate of Oman.

- These Terms represent the entire understanding and agreement between bank muscat and you concerning your use of the Content. You hereby agree that will have no remedy in respect of, any warranty, statement, representation or understanding made by any party unless it is expressly set out in these Terms.