

General Terms & Conditions

The issuance and use of bank muscat Card Facilities shall be governed by and subject to the following:

- 1. Definition**

"Bank" means bank muscat and its successors and assigns.

"Card" means the card facility issued to a Cardholder by the Bank.

"Billing Currency" shall have the meaning ascribed to this term in Clause 2.3

"Cash Advance" means the cash withdrawn by the Cardholder using the Card.

"Card Account" means the account maintained by the Bank for debiting all Card Transactions made by the Principal Cardholder and Supplementary Cardholder(s) together with interest, fees and other Card Charges.

"Cardholder" means the customer in whose name the Card is issued by the Bank. This term shall apply to both the Principal Cardholder and Supplementary Cardholder(s).

"Card Charges" mean any charges payable by a Cardholder to the Bank in respect of a Card as notified by the Bank from time to time including, without limitation, the amount incurred by the Cardholder on all Card Transactions, service charges, late payment fees, subscription, renewal fees and replacement fees. Bank reserves the right to amend these charges.

"Card Services" mean the division of the Head Office of the Bank having overall responsibility for the administration of Card related services

"Card Transaction" means the transaction by which purchase of any goods, cash advance and/or services are availed by the Cardholder, using the Card.

"Credit Limit" means the maximum amount permitted at the Bank's discretion, that may be owed in aggregate by the Principal Cardholder and Supplementary Cardholder(s) at any given time, to the Bank.

"Outstanding Balance" means the total debit balance outstanding on the card account payable to Bank according to banks records on the date the statement of account is issued.

"Minimum Payment" means the amount that should be received by Card Services, or the branch of account, in available funds on or before the Payment Due Date.

"Overlimit Fee" means a fee charged by the Bank and debited to the Card Account for amounts which exceed the Card Limit.

"Late Payment fee" means a fee charged by the Bank and debited to the Card Account for non receipt of "Minimum Payment" by the "Payment Due Date".

"Payment Due Date" means the deadline by which the Principal Cardholder must make the Minimum Payment stated in the Card Account statements.

"PIN" means the Personal Identification Number issued to the Cardholder for use in conjunction with the Card as and when required.

"Principal Cardholder" means the Cardholder in whose name the Card Account is maintained and who shall at all times remain liable for all amounts debited to the Card Account.

"Supplementary Cardholder" means a person nominated by the Principal Cardholder in accordance with the provisions of Clause 3 hereof.

"Statement Date" means the date on which the monthly statement of the Card Account is produced.

Whether or not specifically mentioned elsewhere in the text of this Agreement, the definitions included in this clause will be as binding on the Cardholder as the Clauses below.
 - 2. Receipt and Use of the Card**
 - The Card must be signed by the Cardholder immediately on receipt. It may only be used by the Cardholder within the Credit Limit during the validity period embossed on the Card. The Card may be used to obtain the facilities and benefits from time to time made available by the Bank in respect of the Card, subject to the Terms and Conditions as contained herein and as may be varied from time to time by the Bank in accordance with Clause 14 hereof. The Bank reserves the right, in its absolute discretion, to permit an excess over the Cardholder's Credit Limit without prejudice to the Principal Cardholder's liability for settlement.

2.2 The Cardholder agrees that if the Card is sent by registered mail or by courier service at the Cardholder's request upon verification of identification, it will be deemed to have been received by the Cardholder in good order and the Bank will not incur any liability to the Cardholder or be responsible for any loss or damage whatsoever suffered by the Cardholder, however caused, if the Card is not in fact so received or otherwise in connection with the dispatch or delivery of the Card by registered mail, or by courier service. If the Card and PIN are delivered to any other person authorised by the Cardholder then the Bank will not be responsible for any loss resulting from misuse.
 - All purchases and withdrawals made by the Cardholder shall be converted into Omani Rials, and such conversion shall be effected at the Bank's prevailing rate of, the billing currency of the Card (the "Billing Currency"). Commission and other charges or losses incurred by the Bank in converting such payment to the Billing Currency, shall be levied on the account at a rate of exchange determined by the Bank for the date when the Card Transaction is to be debited to the Card Account. The rate may vary from time to time and the Bank reserves the right to levy exchange mark up fee on foreign currency transactions.
 - 3. Supplementary Card**

Upon request by the Principal Cardholder the Bank may, at its own discretion, issue a Supplementary Card(s) and PIN subject to the Terms and Conditions contained in this Agreement. The Principal Cardholder shall at all times remain fully liable for all amounts debited to the Card Account and/or any related cost that may be incurred by the Bank on the Supplementary Card.
 - 4. The Card Account**
 - The Bank will debit the Card Account with the amounts incurred on the Card Transactions and all Card Charges and any other liabilities of the Cardholder and any loss incurred by the Bank arising from the use of the Card. The Principal Cardholder will be liable to pay the Bank all amounts so debited whether or not a sale or Cash Advance voucher is signed by the Cardholder. The statements of account sent to the Cardholder by the Bank shall be conclusive evidence of indebtedness. The Cardholder should preserve the sale or Cash Advance voucher intact till the statement of account is reconciled.
 - The Bank will send monthly statements showing all transactions over the Card Account to the Cardholder at the current postal address or email address advised in writing to the Bank. The Bank will not be responsible for non delivery due to an incorrect postal address or email address provided by the Cardholder.
 - The Bank may set off the liability of the Cardholder under this Agreement against any other account of the Cardholder with the Bank.
 - All amounts due to the Bank on both the Primary and Supplementary Cards, are due to be paid in full immediately should the Principal Cardholder declare bankruptcy or in the event of his/her death, in the case of the Card holder declared bankruptcy the bank shall submit its claim for the outstanding amounts to the bankruptcy manager appointed by the competent court. In the event of cardholders death the bank shall file his claim for the outstanding amounts against the legal heirs, in accordance with the Terms & Conditions applicable by the law and at the Bank's absolute discretion.
 - 5. Fees/Charges**

Where asliah Priority Banking customers ("Members") are eligible for discounts on or waiver of or Free annual/membership fee on select credit card products of the Bank, such benefits are available to customers/Members only as long as they maintain the asliah Priority Banking Eligibility Criteria. Members of asliah Priority Banking, current and prospective, irrevocably authorize the Bank to debit Card Charges as per Bank's schedule of charges for the respective Credit Card product to their operative account(s) maintained with the Bank if the Eligibility Criteria is not maintained.
 - 6. Minimum Payment**
 - This amount will be 5% of the balance outstanding as at the Statement Date, plus any excess over the Credit Limit subject to an overall minimum of RO 10/-.
 - If the Minimum Payment is not received by the Payment Due Date, use of the Card may be suspended at the discretion of the Bank.
 - 7. Cash Advance**

The Cardholder shall be eligible to use the Card to withdraw cash (Cash Advance) on which a Cash Advance charge shall be payable by the Cardholder for this facility at the rate specified by the Bank from time to time.
 - 8. Interest**
 - Interest will be billed on Statement Date on the balance outstanding in the Card Account less any credits to this account that has been received by the Payment Due Date. Interest will be charged to the Card Account on the following Statement Date.
 - Interest will be charged at the prevailing rate and this rate will be subject to change from time to time in accordance with the applicable laws and pursuant to the regulations issued by the CBO from time to time.
 - No interest will be charged provided the outstanding balance in the Card Account is settled in full by the Payment Due Date.
 - 9. Ownership of the Card**

The Card remains the property of the Bank at all times. On request, all or any Cards issued for use on the Card Account must be returned immediately to the Bank or to any other person acting for the Bank.
 - 10. Cash Back Program:**
 - 10.1. Earning Cash Back Amount:** Cash Back Amounts are earned during the operation of the Program as follows:
 - 10.1.1. Annual Program** - The Program is an annual program which ends on the Annual Calculation Date of each year and re-starts on the following day. The cardholder will earn a Cash Back Amount for every Net Purchase charged to the Card Account, beginning as soon as the cardholder opens a Card Account and up to the Annual Calculation Date.
 - 10.1.2. Eligible Purchases** - A Cash Back Amount will be earned for Net Purchases charged to Card Account, provided the Card Account is active at the time the purchase is posted to the Card Account.
 - 10.1.3. Posting the Cash Back Amount** - The Cash Back Amount earned will appear on the Card Account Statement listing the transactions for which the Cash Back Amount was earned. Transactions that take place prior to the Statement Date of a Card Account Statement will not appear on that Card Account Statement if they have not been posted or processed by the merchant, the payment card network (Visa or MasterCard) by the Statement Date. As a result, the posting of some transactions and the appearance on the Card Account Statement of the Cash Back Amount for those transactions may be delayed to the next Card Account Statement.
 - 10.1.4. Returns** - Credits for returns during the operation of the Program will be reflected on the Card Account Statement and will reduce the Cash Back Amount by the amounts originally charged. The Cash Back Amount will be deducted based on the appropriate earn rate at time of return, even though the return may relate to Net Purchases that earned a Cash Back Amount at a different rate.
 - 10.1.5. Limitations** - Cash Back Amount cannot be earned after the date the Card Account is closed or the date the Program is terminated. The cardholder will not earn interest on the Cash Back Amount.
 - 10.2. Calculating the Cash Back Amount:** The Cash Back Amount is calculated and credit on the Omani Rial amount of Net Purchase. The Cash Back Amount will be calculated as 1% Cash Back Amount for every OMR 1/- in Net Purchase charged to the Card Account during an Annual Period.
 - 10.3. Crediting the Cash Back Amount:** The Cash Back Amount will automatically be credited to Card Account at the Annual Period and will appear on June Card Account Statement, provided the Card Account is active on the Annual Calculation Date. The day after the Annual Calculation Date, the Cash Back Amount will reset to zero.
 - 10.4. Promotional Cash Back Amount Offers:** The bank may, but are not obligated to, offer special promotions or additional opportunities from time to time for cardholder to earn Cash Back Amount at a higher rate than those specified in section 2 above.
 - 10.5. Transferring the Cash Back Amount :**
 - 10.5.1.** The Cash Back Amount may not be transferred, consolidated, converted, exchanged or combined in connection with any other program offered by the Bank.
 - 10.5.2.** The Cash Back Amount is not transferable from the Card Account to another Card or Cardholder's Account. However, if the card is lost or stolen, the Cash Back Amount at time of loss or theft will be automatically transferred to the new Card Account, provided the Card Account was Active at time of loss or theft.
 - 10.5.3.** If the cardholder change his/her Card Account for another Card Account at any time during the operation of the Program, the Cash Back Amount at time of Card Account change will be automatically transferred to the new Card Account, provided the Card Account is Active at time of Account change.
 - 10.5.4.** If a Cardholder's account is delinquent for 60 days or more at the time rewards are being credited, the cashback value will not be credited to the account and will be held by the bank. If the account is in good standing (not past due for 60 days or more) the following year at the time rewards are being credited, the cashback value will be credited to the Cardholder's account.
- 10.6. Termination of the Program:**
 - 10.6.1.** The bank has the right to terminate the Program at any time by giving the customer two months written notice, without cause.
 - 10.6.2.** If the cardholder closed the Card Account before the Annual Calculation Date, voluntarily or involuntarily, the Cash Back Amount that is not yet creditable shall be automatically cancelled and purged without notice to me.
- 10.7. Use of Information:** The bank may exchange Program and Account related information about the cardholder with other parties, such as participating partners, merchants or service providers, as required to administer the Program. All collection, use or disclosure of personal information about the cardholder shall be in accordance with the bank muscat Privacy Policy that is available at any branch of the Bank.
- 10.8. Changing the Program and These Terms:** The bank may change the Program and these Terms, in whole or in part, at any time without giving the cardholder notice. Program changes may include, but are not limited to: changes to any earn rate, or eligible Net Purchase amounts per Annual Period, or the formula upon which Cash Back Amount are earned.
- 11. Termination**
 - The Cardholder may terminate this agreement by written notice to the Bank but such termination shall only be effective on the return to and receipt by the Bank of all Cards issued for use on the Card Account, and upon payment of all liabilities of the Cardholder in full.
 - The whole of the outstanding balance on the Card Account together with the amount of any outstanding Card Transactions effected but not yet charged to the Card Account together with all card charges, interest and fees will become immediately due and payable in full to the Bank on termination of this agreement or on the Principal Cardholder's bankruptcy or death. The Principal Cardholder or the bankruptcy manager appointed by the court/ or the legal heirs in case of Cardholder's death, will be responsible for settling any outstanding amounts on the Card Account and shall keep the Bank indemnified against all costs, charges (including legal fee), and expenses incurred in recovering such outstanding. Pending such repayments, the Bank will be entitled to continue to apply financing charges at its prevailing rate(s).
 - The Bank may terminate this Agreement at any time by cancelling or refusing to renew the Card at the Bank's sole discretion the bank may provide Cardholders reason for termination upon their request with prior notice and with or without cause. Unless and until such termination takes place, the Bank shall provide a new Card for the Cardholder from time to time.
 - Upon cancellation of the Card by the Cardholder, the Bank will block any account in the Principal Cardholder's name for an amount equal to the Credit Limit for a period of 45 days after cancellation.

This amount shall be held as security against any Card Transactions entered into by the Cardholder prior to the cancellation of the Card. Any residual balance under the block will be released after all sums due to the Bank are recovered. Alternatively, the Cardholder may provide a guarantee acceptable to the Bank to cover this liability.
 - 12. Safeguarding the Card and PIN**
 - The Cardholder will not permit any other person to use the Card and will at all times safeguard the Card and keep it under his/her personal control.
 - The Cardholder will prevent the PIN becoming known to any other person.
 - The Cardholder will not disclose the Card number to any third party except for the purpose of a Card Payment or Cash Advance or when reporting the actual loss or theft of the Card.
 - The Cardholder will be responsible for any loss arising because of misuse due to failure to safeguard Card and PIN or their willful disclosure to a third party.
 - 13. Loss of the Card**
 - Upon discovery of the loss or theft of the Card, the Bank must be notified immediately by calling bank Call Center and promptly confirm in writing forthwith under the hand of the Cardholder or his attorney, supported by a police report evidencing a complaint lodged for the loss of the Card. The Cardholder shall be liable for all amounts debited to the Card Account as a result of the unauthorised use of a Card until confirmation of its loss or theft has been received in writing by the Bank or a member bank displaying the Card logo. The Cardholder is expected to have acted in good faith and with all reasonable care and diligence in safeguarding the Card and in promptly reporting its loss or theft to the Bank or a member bank displaying the Card logo. In the event the Cardholder recovers the lost or stolen Card/s, the Cardholder shall return the recovered Card/s to the Bank immediately.
 - The Cardholder will give to the Bank all the information in the Cardholder's possession as to the circumstances of the loss, theft or misuse of the Card and take all steps deemed necessary by the Bank to assist the recovery of a missing Card.
 - The Bank will be under no obligation to issue a replacement Card to the Cardholder following its loss or theft. Any replacement Card will be subject to a handling fee, and shall be issued where the Bank so determines, on the same Terms and Conditions as the original Card.
 - 14. Refunds and Chargeback**
 - The Cardholder shall examine each statement issued in respect of the Card Account and shall notify the Bank's Card Services of any alleged error therein within 20 days from the Statement Date. After such period, the statement and entries therein (except for any alleged error so notified) shall be conclusively considered as correct between the Bank and the Cardholder.
 - The Card Account will be credited with a refund in respect of a Card Transaction only if the Bank receives a refund voucher or other refund verification acceptable to it. Subject to any rights vested in the Cardholder by law, no claim by a Cardholder against a third party may be the subject of a defence or counter claim against the Bank.
 - The Bank shall not be liable in any way if the Card is not honoured by a third party.
 - The Bank shall not be responsible for goods or services purchased by a Cardholder using a Card.
 - The Card Account will NOT be credited in respect of the disputed transaction amount until the transaction under dispute is resolved after examination of the appropriate evidence. If the dispute is not resolved in the Cardholder's favour, then the Cardholder will be responsible for the entire disputed amount.
 - 15. Variation of the Agreement**
 - The Bank may vary the terms of this Agreement at any time, subject to the requirements of law and notification of any such variation shall be given to the Cardholder.
 - The Bank will deem that the Cardholder has accepted the changes if the Cardholder continues to keep or use the Card thereafter. In case the Cardholder does not accept such changes, the Cardholder may terminate this Agreement.
 - Each of these Terms and Conditions shall be severable and distinct from one another and if at any time any one or more of such Terms and Conditions is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in anyway be affected thereby.
 - 16. Legal Action**

If, for any reason, the Cardholder fails to comply with the Terms and Conditions of this Agreement, the Bank may commence legal action against the Cardholder where the Cardholder shall be responsible for any charges and fees leading to and arising from the legal action including legal costs incurred by the Bank.
 - 17. Disclosure of Information**

The Cardholder authorizes the Bank to disclose information to such persons, entities or legal authorities concerning the Cardholder or Card Account as the Bank deems appropriate, necessary or desirable in connection with the provision of the services and the enforcement of any rights and/or the performance of any obligation arising in respect of the Card Account.
 - 18. General**

The Bank shall not be liable if it is unable to perform its obligations under this Agreement due (directly or indirectly) to the failure of any machine, data processing system or transaction link or anything under the control of the Bank, its agents or sub-contractors. The Bank's inability to perform its obligation in such circumstances shall not be used as a defence against the continuing liability of the Principal Cardholder for all Card Transactions that have taken place. Card Transaction vouchers (or sales vouchers) signed by the Cardholder will not be provided by the Bank. Only in case of a dispute, a photocopy will be made available as documentary proof of debt, provided the Cardholder makes a request in writing within 20 days from the relevant Statement Date. In case the dispute is not valid, then the Bank reserves the right to charge an invalid dispute fee to the Card Account.
 - 19. Governing Law**

The Terms and Conditions of this Agreement shall be construed in accordance with and governed by the Laws of the Sultanate of Oman.
 - 20. In case of any difference between the Arabic and English versions, the Arabic version will prevail. Terms & Conditions**

bank muscat Oman Air Credit Card – Terms and Conditions

The following terms and conditions shall be applicable to and govern bank muscat Oman Air Credit Card ("Titanium Card"), (the Titanium Card is referred to as the "bank muscat Oman Air Credit Card").

In addition to the general terms and conditions attached hereto and titled "Credit Card Terms and Conditions" ("Credit Card Terms and Conditions") governing the issuance of credit cards by bank muscat (the "Bank") and use thereof, unless otherwise specified herein. The Cardholder shall be deemed to have read and agreed to these terms and conditions upon activating the bank muscat Oman Air Credit Card. Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Card Terms and Conditions attached hereto.

The following terms and conditions shall be applicable to and govern bank muscat Oman Air Credit Card ("Gold Card"), (the Gold Card is referred to as the "bank muscat Oman Air Credit Card" or "bank muscat Oman Air card").

In addition to the general terms and conditions attached hereto and titled "Credit Card Terms and Conditions" ("Credit Card Terms and Conditions") governing the issuance of credit cards by bank muscat (the "Bank") and use thereof, unless otherwise specified herein. The Cardholder shall be deemed to have read and agreed to these terms and conditions upon activating the bank muscat Oman Air Credit Card. Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Card Terms and Conditions attached hereto.

Part 1

1. Part 1 of the Credit Card Terms and Conditions shall apply in its entirety to all bank muscat Oman Air Credit Card.
2. The Cardholder hereby acknowledges that the bank muscat Oman Air Credit Card is marketed and operated by the Bank in cooperation with Oman Air, (hereinafter referred to as "Oman Air", which expression shall be deemed to include its successors-in-title and assigns).
3. The Cardholder agrees that the Bank is authorized to disclose information pertaining to the Cardholder, the Card Account and the Cardholder's relationship with the Bank or any other information relating to the cardholder to Oman Air and its subsidiaries, associates, branches, assignees, service providers, insurers, agents and other parties in order to enable the Bank and Oman Air to perform their obligations relating to the bank muscat Oman Air Credit Card. The information including but not limited to Name, Postal Address, Date of Birth, e-mail ID, Phone Number and Nationality.

Part 2

Part 2 of the Credit Card Terms and Conditions shall apply to the bank muscat Oman Air Credit Card as set forth below. Cardholders of bank muscat Oman Air Credit Card shall be entitled to benefits under the Sindbad Frequent Flyer Program on the following terms and conditions. The Cardholder shall be deemed to have accepted all terms and conditions contained herein upon signing, activating and using the bank muscat Oman Air Credit Card.

1. Sindbad Member

1.1. Definitions

Cardholder" for the purposes of this Section shall mean individuals who have been issued bank muscat Oman Air Credit Card. "Oman Air" means Oman Air; a public joint stock company incorporated in Sultanate of Oman.

Sindbad is the Frequent Flyer Programme of Oman Air, in which members collect miles in their membership account, which can then be redeemed for various benefits, privileges and Rewards.

Sindbad is owned and operated by Oman Air, and it is a trademark or registered trademark of its own.

"Sindbad member" means any individual who has been accepted by Oman Air for membership with Sindbad, Oman Air's Frequent Flyer Programme. "Sindbad Card or Sindbad Cards" means the loyalty cards issued by Oman Air to Sindbad members pursuant to Sindbad. Sindbad miles are the reward currency issued to members for qualifying flights and or purchases made through Programme Partners. Sindbad miles can be redeemed in exchange for specific Redemption offers and have no cash value.

Qualifying Flight means a flight taken on Oman Air or partner airlines between the point of origin and point of destination of the outward and/or return journey; that is eligible for earning Sindbad miles.

Sindbad Reward / Upgrade Reward / Flight Reward Is a specific flight, service or product to be provided by Sindbad or a Sindbad Partner to a member in exchange for Sindbad miles.

Tier miles are the miles issued to members for a qualifying flight on Oman Air. Tier miles are used to determine a member's tier and are not exchangeable for cash or Rewards. Sindbad account means the account to which the Sindbad miles and Tier miles of a member will be accrued or deducted.

"Sindbad Terms and Conditions" shall mean the terms and conditions issued by Sindbad from time to time, governed by Oman Air.

1.2. Oman Air Sindbad Enrolment

- (i) All persons who have enrolled in the Sindbad shall be eligible for the bank muscat Oman Air Credit Card providing that they meet the bank muscat credit card eligibility criteria.
- (ii) All persons who are not enrolled in Sindbad are also eligible for bank muscat Oman Air credit card providing they obtain a Sindbad number from bank muscat directly or Oman Air.
- (iii) All persons who are considered as eligible to receive the bank muscat Oman Air Credit Card pursuant to the Credit Card Terms and Conditions shall either be automatically enrolled into Sindbad with a new number, or if an existing Sindbad number is provided by the person at the time of application, the bank muscat Oman Air Credit Card account shall be linked to it for transfer of Sindbad miles accrued through usage of the bank muscat Oman Air Credit Card. The Bank is not responsible should a Cardholder provide an incorrect Oman Air Sindbad number.
- (iv) On enrolment into Sindbad, the Cardholder shall be bound by the Sindbad Terms and Conditions in addition to these terms and conditions.
- (v) Once enrolled into Oman Air Sindbad Program, maintenance of the Sindbad status shall be governed by Sindbad Terms and Conditions and shall be subject to the Cardholder ensuring that (a) the Card Account is current (i.e. there are no past due balances on the Card Account); (b) the Card Account is in good standing in the opinion of the Bank in its sole discretion; (c) there has been no breach by the Cardholder under any terms or conditions governing the use of the bank muscat Oman Air Credit Card; (d) the bank muscat Oman Air Credit Card is not cancelled, or (e) no event, which, in the sole discretion of the Bank has occurred which shall result in the cancellation of the benefit of Sindbad to the Cardholder. (vii) The Sindbad cards shall be delivered by Oman Air directly to the Cardholder in accordance with Sindbad Terms and Conditions. The Bank shall not be liable for non-delivery of such cards by Oman Air to the Cardholders.

2. Award of Oman Air Sindbad Miles

2.1. General

- (i) A Cardholder shall be considered eligible to be awarded Sindbad miles, only if (a) the bank muscat Oman Air Credit Card of the Cardholder is valid and in good standing as per the criteria and standards of the Bank as amended from time to time; (b) no breach has been committed by the Cardholder of these terms and conditions; (c) no other event, which, in the sole discretion of the Bank has occurred that would result in the cancellation of the benefit of Sindbad.

- (ii) No Sindbad miles shall be earned for Card Transactions related to the following:
 - a. All fees and charges;
 - b. Cash advances;
 - c. Balance transfers;
 - d. Credit card loans;
 - e. Purchase of foreign currency, saving certificates, bonds and other debt instruments;
 - f. Finance charges;
 - g. Premiums or other payments in relation to insurance products or other products that the Bank may choose to offer;
 - h. Any payments or amounts deposited or credited to the card account;
 - i. Transactions conducted at any exchange house;
 - j. Card Transactions incurred by utilizing amounts in excess of the Credit Limit;
 - k. Transactions that the Bank determines, in its sole discretion, are disputed, erroneous, unauthorized, illegal and/or fraudulent;
 - l. Any other transactions that the Bank may include on this list from time to time or
 - m. Misuse of the bank muscat Sindbad Card to effect fictitious transactions through POS terminals at merchant outlets or through other means shall also be excluded for purposes of qualifying for Sindbad miles.
- (iii) Sindbad miles shall be calculated by the Bank as a percentage of the value of a qualifying transaction and awarded to Cardholders under the Sindbad for usage of the bank muscat Oman Air Card.
- (iv) The Bank may, in its sole discretion and without prior notice to the Cardholder, add to, or remove from, the above list of non-eligible transactions. All determinations made by the Bank shall be in its sole discretion, and each determination shall be final, conclusive and binding on the Cardholder, absent manifest error. Furthermore, the records, books and other information of the Bank shall be conclusive evidence of calculations hereunder.
- (v) In case of any erroneous credit of Sindbad miles, as determined by the Bank in its sole discretion, the erroneous entries shall be reversed. If adequate Sindbad miles are not available in the Cardholder's Sindbad account for reversal, the Bank will debit the Card Account for the deficit number of Sindbad miles at the rate of USD 0.025 per Sindbad mile.
- (vi) Sindbad miles shall be earned when eligible transactions are transacted on the Bank muscat Oman Air Credit Card. Miles shall be credited by the Bank and transferred to the Cardholder's Sindbad account at a pre-designated frequency decided by the Bank. If the Cardholder is in breach of his payment obligations, the Bank may suspend the usage of the bank muscat Oman Air Credit Card and the credit of Sindbad miles until the Cardholder has remedied the breach. No transfer / credit of Sindbad miles shall be done retrospective after the breach is remedied.
- (vii) Sindbad miles shall be credited to Card Account at such rates as the Bank may decide from time to time. The Bank reserves the right, in its sole discretion, to be exercised at any time and without any prior notice to the Cardholder, to change the basis of the award of Sindbad miles for amounts charged to the bank muscat Oman Air Card.
- (viii) Sindbad miles accruing for eligible transactions by a Supplementary Cardholder shall be credited to the Primary Cardholder's Sindbad account.
- (ix) All purchases and withdrawals made by the Cardholder shall be converted into Omani Rials, and such conversion shall be effected at the Bank's prevailing rate of, the billing currency of the Card (the "Billing Currency"). Commission and other charges or losses incurred by the Bank in converting such payment to the Billing Currency, shall be levied on the account at a rate of exchange determined by the Bank for the date when the Card Transaction is to be debited to the Card Account. The rate may vary from time to time and the Bank reserves the right to levy exchange mark up fee on foreign currency transactions.
- (x) Where the Cardholder successfully disputes any transaction on the bank muscat Oman Air Credit Card, the credit of the corresponding Miles shall be reversed. Where the relevant Sindbad account has been closed, the corresponding Sindbad miles may be debited from any other Sindbad account held by the Cardholder.
- (xi) In addition to any other conditions outlined in these terms and conditions, Sindbad miles shall not be credited to a Card Account and/or existing valid Miles shall be forfeited by the Cardholder if (a) the Card Account is not current (i.e. there are past due balances on the Card Account); (b) the Card Account is not in good standing in the sole opinion of the Bank; (c) there has been a breach by the Cardholder under any terms or conditions governing the use of the bank muscat Oman Air Credit Card; (d) the bank muscat Oman Air Card is cancelled, or (e) any other event, which, in the sole discretion of the Bank should result in the cancellation of the benefit of the Sindbad to the Cardholder.
- (xii) The Bank shall have the right to determine the maximum number of Sindbad miles and/or similar benefits obtained with respect to a Card from time to time at its sole discretion.
- (xiii) Miles and/or similar benefits for transactions carried out up to the extent of the assigned Credit Limit on the Card. Transactions exceeding the assigned Credit Limit of the Card shall not be entitled to earn Sindbad miles during that month.

2.2. Welcome Bonus Miles

- (i) bank muscat Oman Air Cardholders shall be eligible to receive a one-time additional Sindbad miles in the form of 'welcome Bonus miles' during the first year of set-up of the Card Account.
- (ii) The quantum of Sindbad miles offered under welcome Bonus miles shall be awarded within 60 days of making the first transaction the card as published in the Service and Price Guide by the Bank from time to time.
- (iii) The Bank reserves the right, in its sole discretion, to be exercised at any time and without any prior notice to the Cardholder, to change the number of Sindbad miles offered under 'welcome Bonus miles'.

2.3. Miles based Promotions

- (i) By means of the promotions based on miles as a instant gratification, Cardholder shall be eligible to receive additional Sindbad miles subject to meeting the requirements set out by the Bank, effective as at the date of publication and amended by the Bank anytime thereafter without any prior notice to the Cardholder.
- (ii) The Bank reserves the right, in its sole discretion, to be exercised at any time and without any prior notice to the Cardholder, to change the quantum of the Programme' Sindbad miles offered under miles based promotions.

2.4. Transfer of Sindbad miles

- (i) All Sindbad miles earned on the Card Account shall be transferred to the Cardholder's Sindbad account at a pre-designated frequency decided by the Bank.
- (ii) Sindbad miles earned by the Cardholder shall not be transferred to the Cardholder's Sindbad account if at the time of the transfer (a) the Card Account is not current (i.e. there is a past due amount on the Card Account); (b) the Card Account is not in good standing in the opinion of the Bank in its sole discretion; (c) there has been a breach by the Cardholder under any terms or conditions governing the use of the bank muscat Oman Air Card; (d) if the Bank muscat Oman Air Credit Card is cancelled, or (e) any other event, which, in the sole discretion of the Bank should result in the cancellation of the benefit of Sindbad miles to the Cardholder.

- (iii) Once transferred, Cardholders shall be able to view the quantum of Sindbad miles transferred successfully in their statement of Sindbad miles issued by Oman Air as well as in the Statement of Account issued by the Bank pertaining to the Card Account for that particular month. All queries regarding any discrepancies in the Sindbad miles reflected in the statement issued by Oman Air must be addressed directly with Oman Air and all queries regarding any discrepancies in the Statement of Account issued by the Bank must be addressed directly with the Bank.
- (iv) Transfer of the Sindbad miles to the Cardholder's Sindbad miles Account is an automatic process and cannot be controlled on a selective basis.
- (v) Once transferred, the validity of the Sindbad miles shall be governed by the Sindbad Terms and Conditions.

2.5. Redemption of Sindbad miles

- (i) The redemption of Sindbad miles shall be pursuant to the Sindbad, and is governed by the Sindbad Terms and Conditions.
- (ii) Sindbad miles can be redeemed for flights and upgrades on Oman Air, its partner airlines, a variety of leisure and lifestyle rewards and exclusive shopping in accordance with the Sindbad Terms and Conditions or in the most recent Sindbad communications issued by Oman Air. Oman Air may amend the products and services offered on the Sindbad website or marketing collateral without prior notice. Products and services offered are subject to the terms and conditions of each reward provider. Surcharges are not covered by the Sindbad miles.
- (iii) Oman Air shall be solely liable to the Cardholder for the redemption of Sindbad miles. The Bank gives no guarantee and has no liability to the Cardholder or any other person for any failure to redeem Sindbad miles by Oman Air or any other person.
- (iv) The Bank shall not be liable for losses, damages, expenses, claims or any other liability whatsoever, whether direct, indirect, consequential, incidental, special or punitive, sustained by a Cardholder as a result of the redemption of Sindbad miles, possession and/or use of the Sindbad miles, or in any other way arising from membership in, or in connection with, the Sindbad, nor shall the Bank be responsible or held liable for any amounts payable by a Cardholder to any third party arising out of the purchase, supply, quality, installation, use or otherwise, of the Sindbad miles, or of any negligence, breach of statutory or other duty on the part of the Bank, any supplier, issuer, merchant and/or other person associated in any way, directly or indirectly, with the Sindbad.
- (v) The Bank makes no representation and provides no warranty whatsoever, express or implied, and undertakes and assumes no liability whatsoever, in respect of the quality or merchantability of Sindbad miles or the products and services availed by the Cardholder through redemption of the Sindbad miles or the suitability or fitness thereof for any use or purpose. All Sindbad miles and the products and services availed by the Cardholder through redemption of the Sindbad miles shall be accepted by the Cardholder "as is" at his/her own risk and peril.

2.6. Miscellaneous

- (i) Sindbad miles are not transferable to any other person. Where a Cardholder has more than one

eligible bank muscat Oman Air Card, the Cardholder may aggregate the Sindbad miles earned in relation to each bank muscat Oman Air Credit Card.

- (ii) Sindbad miles have no monetary value and cannot be exchanged for cash, credit or used for the payment of any fees or charges payable to the Bank.
- (iii) The Bank is entitled, at any time in its sole discretion, without any prior notice and without being liable to the Cardholder in any manner whatsoever, to terminate the benefits accruing to the Cardholder under the Sindbad, and/or change, vary, modify, add to or delete any of the terms and conditions outlined herein, and/or withdraw and/ or revoke any accrued Sindbad miles and/or modify or limit the value of the Sindbad miles and/or the manner of accrual and/ or transfer of Sindbad miles.
- (iv) For the avoidance of any doubt, it is clarified that the bank muscat Oman Air Card is intended for Cardholder's personal use only. Use of the bank muscat Oman Air Credit Card for commercial or business transactions may be permitted in certain exceptional cases. However, any such commercial transaction shall not entitle the Cardholder to earn Sindbad miles with respect to the corresponding transaction(s). Whether a transaction is a commercial or business or personal transaction shall be determined by the Bank in its sole discretion and a Cardholder shall remain responsible to obtain the approval from the Bank prior to conducting such a transaction on his bank muscat Oman Air Card. The Bank's determination in such respect shall remain final and binding.
- (v) The Bank and/or Oman Air reserve the right to disqualify the Cardholder from further participation in the Sindbad, if in the Bank's sole judgment; the Cardholder has in any way violated these terms and conditions or Sindbad Terms and Conditions. Suspension and disqualification will lead to forfeiture of all Sindbad miles earned by the Cardholder.

Part 3

The following Additional Benefits shall be available to holders of bank muscat Oman Air credit card.

1. Tier Fast Track Upgrade

The following terms and conditions shall apply and will be applicable to the Fast Track Tier Upgrade feature for the bank muscat Oman Air cardholders:

- a. For the period of 12 months from the cards launch, Oman Air will offer bank muscat Oman Air credit cardholders a fast track entry into the Sindbad Silver Tier subject to the relevant Principal cardholder fulfilling requirements set out in the card specifications and notified by the Bank to the cardholder(s) from time to time.
- b. The use of the Sindbad Silver membership shall be governed by the Sindbad Terms and Conditions, amended from time to time.

LuLu bank muscat Credit Card - Terms and Conditions

The terms and conditions applicable to LuLu bank muscat Card ("master Card"), shall be without prejudice to the general terms and conditions in Section 1 and entitled "General Terms & Conditions" governing the issuance and use of credit cards by bank muscat (the "Bank"). The Cardholder shall be deemed to have accepted these terms and conditions herein upon activating the LuLu bank muscat credit Card.

Capitalised terms used herein and not defined shall have the same meanings as given to them in "General Terms & Conditions" in Section 1.

A. Part 1

Part 1 (General Terms & Conditions) of the Credit Card Terms and Conditions shall apply to the LuLu bank muscat credit Card in its entirety.

The Cardholder hereby acknowledges that the LuLu bank muscat credit Card is marketed and operated by the Bank in cooperation with EMKE Group LLC, of P.O. Box 4048, Abu Dhabi, United Arab Emirates (hereinafter referred to as "EMKE", which expression shall be deemed to include its successors-in-title and assigns). The Cardholder hereby consents to the disclosure of the information concerning the Cardholder, the Card Account and the Cardholder's affairs with the Bank to EMKE and its subsidiaries, associates, branches, assignees, service providers, insurers, agents and other parties in order to enable the Bank and EMKE to perform their obligations relating to the LuLu bank muscat credit Card.

B. Part 2

Part 2 (Special Benefits) of the Credit Card Terms and Conditions shall apply to the LuLu bank muscat credit Card subject to the amendments, additions, variations and modifications set forth below.

LuLu points: Cardholders of LuLu bank muscat credit Card shall be entitled to the LuLu points on the following terms and conditions:

- A. The expression "Cardholders" as used in the context of LuLu Points Program shall mean Cardholders holding LuLu bank muscat credit Card.
- B. "LuLu Outlet" shall mean the retail outlets either owned or operated by EMKE Group LLC in Oman, a limited liability company incorporated under the laws of the Oman
- C. "LuLu Points Program" means the program that rewards Cardholders for using the LuLu bank muscat credit Card pursuant to the terms and conditions contained herein.
- E. "Rewards" shall mean products or services that are obtained by a Cardholder by virtue of redemption of the LuLu Points.
- F. All Cardholders are eligible to take part in the LuLu Points Program subject to the terms and conditions contained herein.
- G. For a Cardholder to be awarded the LuLu Points, his/her (a) LuLu bank muscat credit Card must be valid and in good standing as per the criteria and standards applied by the Bank from time to time (b) there should be no breach by the Cardholder of these terms and conditions; (c) no other event, which, in the sole discretion of the Bank should have occurred that would result in the cancellation of the benefit of LuLu Points Program to the Cardholder. The Cardholder shall be deemed to have accepted all terms and conditions contained herein upon signing, activating and using the LuLu bank muscat credit Card.
- H. No LuLu Points shall be earned for credit card transactions related to the following: (a) fees, charges and interest; (b) cash advances; (c) balance transfers; (d) credit card loans; (e) foreign currency purchases; (f) finance charges; (g) premiums or other payments in relation to insurance products or other products that bank muscat may choose to offer; (h) utility bill payments (i) any payments or amounts deposited or credited to the card account (j) Credit Card transactions effected over the Internet or through mail/telephone orders, (k) Charitable donations (l) transactions that bank muscat determines, in its discretion, are disputed, erroneous, unauthorized, illegal and/or fraudulent; and (m) any other transactions that bank muscat may include on this list from time to time.
- I. The Bank reserves the right, in its sole discretion, to be exercised at any time and without

any prior notice to the Cardholder, to change the specified amount charged to the LuLu bank muscat credit Card.

- J. The Bank may, in its sole discretion and without prior notice to the Cardholder, add to, or remove from, the above list of eligible transactions. The Bank's decision as to what constitutes an eligible transaction shall be final and conclusive. All determinations made by the Bank shall be in its sole discretion, and each determination shall be final, conclusive and binding on the Cardholder, absent manifest error. Furthermore, the records, books and other information of the Bank shall be conclusive evidence in making any determinations hereunder.
- K. LuLu points shall not be assignable or otherwise transferable, and shall not be capable of being pledged.
- L. LuLu points awarded to a Cardholder will be shown in the Cardholder's Statement of Account in Omani Rial value.
- M. The LuLu Points shall be credited to the Card Account as of the last day of the calendar month during which such Points are earned and shall be valid for a period of three (3) years from such date. Unless redeemed prior to the expiration date, the LuLu Points shall expire. Expired Points shall be deleted from the Card Account and will not be re-credited to the Card Account. The Cardholder shall be solely responsible to ensure that the number of LuLu Points awarded to him is accurate and that he redeems the same with the relevant expiration date.
- N. The books and records of the Bank shall be conclusive evidence in respect of the number of LuLu points credited to the Card Account.
- O. In addition to any other conditions outlined in these terms and conditions, LuLu points will not be credited to a Card Account and/or existing valid LuLu points will be forfeited by the Cardholder if (a) the Card Account is not current (i.e. there are past due balances on the Card Account); (b) the Card Account is not in good standing in the opinion of the Bank in its sole discretion; (c) there has been a breach by the Cardholder under any terms or conditions governing the use of the LuLu bank muscat credit Card; (d) if the LuLu bank muscat credit Card is cancelled, or (e) any other event, which, in the sole discretion of the Bank should result in the cancellation of the benefit of LuLu Points Program to the Cardholder.
- P. Any instructions conveyed by the Cardholder will be governed by the terms and conditions of the respective mode of redemption.
- Q. The Bank, at its discretion, may act upon the instructions received through these modes of redemption and shall have no further obligation to verify the validity of such instructions. The Bank shall not be liable for any actions undertaken by the Bank pursuant to such instructions..

LuLu points are not exchangeable, returnable, refundable, transferable or redeemable for cash or credit, nor will they be replaced in the event of loss, damage or destruction.
- R. The Bank shall not be held responsible in any manner whatsoever for damaged or defective redeemed item.
- S. The Bank is entitled, at any time in its sole discretion, without any prior notice and without being liable to the Cardholder in any manner whatsoever, to terminate the LuLu Points Program and/or cancel and/or vary its benefits or features, and/or change, vary, modify, add to or delete any of the terms and conditions outlined herein, and/or withdraw and/or revoke any accrued to LuLu Points and/or modify or limit the value of the LuLu Point and/or the manner of redemption of the LuLu Points.
- T. The Bank shall not be liable for losses, damages, expenses, claims or any other liability whatsoever, whether direct, indirect, consequential, incidental, special or punitive, sustained by a Cardholder as a result of the redemption of LuLu Points, possession and/or use of the LuLu credit card or in connection with, the LuLu Points Program, nor shall the Bank be responsible or held liable for any amounts payable by a Cardholder to any third party arising out of the purchase, supply, quality, installation, use or otherwise.

Signature of Principal Applicant: _____ Date: _____