

Bank muscat

One Time Password (OTP) - Terms & Conditions

Terms and Conditions of the One-Time Password (the "Terms and Conditions" or "TOS") for online transactions using your bank muscat Credit / Debit cards.

Your use of the One-Time Password (OTP) service (the "Service" or "OTP service") provided by bank muscat (the "Bank") is subject to the following terms and conditions. Please read these Terms and Conditions carefully and make sure you have fully understood before using this service. By using this service after you have read these Terms and Conditions shall mean that you have accepted such Terms and Conditions. These Terms and Conditions, together with the General Banking Terms and Conditions and the Online Banking Terms and Conditions apply to the use of this Service.

1. When making an online transaction that requires OTP, the OTP will be sent to your mobile phone number already registered in the bank system via SMS. You must then enter your OTP to complete your transaction on the page of your device's screen when transacting online. Registration for OTP service is not required. If you are not able to enter the OTP, or authentication via this service fails, the merchant online will reject your card for this transaction. You agree that we are not responsible for the rejection by such merchant to accept your card payments on the basis of this
2. By using this OTP service:
 - a. You agree to provide your data required for the transaction authorization process in the use of this OTP service;
 - b. You authorize the Bank to request from a third party as specified by the Bank, including the customer credit agency and other customer reporting agencies concerning your financial standing and your credit / debit card that will be used for this service.
3. You agree to keep the confidentiality of your card number and other verifications or personal information that you have entered into this service (Data Security). If you let someone else use your Data Security or you tell your Data Security to others, you will be responsible for all claims, losses and other consequences arising from and relating to all transactions that have taken place using this service, and all activities that have occurred by using your Data Security.
4. The OTP service can be used only for transactions at the merchants online that have 3D Secure facilities:
 - a. Verified by Visa or Mastercard SecureCode. You fully understand that by using this OTP service, it will not, in any way, mean that the Bank recommends certain merchants, whether these merchants require the use of OTP or not. For example, the Bank does not verify the merchant identities or the quality of goods and services they provide.
 - b. Your correspondence or business dealings with, or participation in promotions of, online retail or other merchants on or through Verified by Visa from bank muscat, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such merchant.

You agree that, except as otherwise provided by Governing Law of these Terms and Conditions (“Governing Law”) or in our cardholder agreement with you, bank muscat shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

- c. As long as permissible by the Governing Law:
- d. You agree that the Bank is not liable for losses arising from your failure to comply with these Terms and Conditions.
- e. In accordance with the nature of these services, the Bank shall not be liable for any loss or damage to your data, software, computer, telecommunication or device resulting from its use. Nor the Bank is responsible for, and shall not be responsible for, any damage to, or viruses that may infect your computer or other devices for your access, to use or download for this service (including, without limitation to the website).
- f. The Bank is not responsible for any loss or damage arising from this service unless the loss or damage is directly and caused by the Bank’s negligence or error

One-Time Password for Your Secure Online Transactions and Operations (refers to “the services”)

- 5. By using the Service, you accept and agree to comply with these Terms and Conditions. All the bank muscat Online customers under this program shall agree with these Terms and Conditions and the terms of our website from which you access the Service, including the Important Messages to Readers.
- 6. We reserve the right to change these Terms and Conditions, fees relating to the Service, if any, at any time, with or without notice, and you agree to be bound by all changes we make. Notice, if any, of any changes to these Terms and Conditions may be made by posting a notice on our website, advertisement or such other means as we, acting reasonably, may determine. Such amendments will become effective and binding on you on the effective date specified by us. Continuous use of the Service after the relevant effective date will constitute your acceptance of such changes. If you do not accept any proposed changes, you should cease to use the Service prior to or from the relevant effective date.
- 7. bank muscat Online customers must provide us with such information (including but not limited to your mobile phone number) for us to provide the Service. You must ensure that any information you provide to us is current, complete and accurate and you agree to update such information as necessary to keep it current and accurate. If you fail to provide us with or update any required information, we may not be able to provide the Service to you and this may result in inability to perform bank muscat Online transactions and operations which requires authentication through the Service. Your registration data, your other personal information including your access to the Service may be used for record keeping and reporting purposes, as well as to help resolving disputes.
- 8. bank muscat Online customers shall notify the Bank in writing of any changes in mobile phone number, mobile service provider, or cancellation of mobile service. bank muscat Online customer shall be liable for all losses and/or other responsibilities incurred prior to the Bank having received the written notification from the customers.
- 9. Through the use of the Service, you authorize us to authenticate your bank muscat Online transactions and operations through the Service and to use your bank muscat Online service to make account transfers, payments or change sensitive information.

10. Each time you conduct online transactions or other operations for which the Service is used, you shall be required to enter a One-time Password sent to you via SMS to validate the operation or transaction. If you cannot provide the One-time Password or if authentication through the Service fails, your instruction will not be executed. We shall not, in any circumstances, be liable for any loss or damages arising out of or in connection with a non-executed instruction.
11. Your mobile service provider may not allow you to receive the One-time Password via SMS if, amongst others, you are abroad or using an overseas mobile service network. In addition, service charges may be levied by the service provider for receiving the One-time Password. We shall not be liable for any such charges levied by the service provider or any other party.
12. Delivery of the One-time Password via SMS may be subject to delayed transmission due to, amongst others, the traffic over the mobile service network of your mobile service provider. We shall not be liable for any loss or damages arising out of any interruption or delays due to any failure of the mobile service network.
13. EXCLUSION OF WARRANTIES AND LIMITATION OF OUR LIABILITY:
 - a. We give no warranties or conditions (whether express, implied, statutory or otherwise) in relation to the Service, and exclude all implied warranties and conditions including any warranties and conditions of merchantability, fitness for a particular purpose, good title and non-infringement;
 - b. In no event will we be liable to you for any incidental, consequential, indirect damages (including loss of profits and business interruption), or special or exemplary damages;
 - c. Due to the nature of the Service, we will not be responsible for any loss of or damage to your data, software and computer, telecommunications or other equipment caused by you using the Service unless such loss or damage is directly and solely caused by our negligence or deliberate default; and
 - d. We cannot be held liable to you or any third party for any modification, enhancement, suspension or discontinuance of the Service, whether within or outside our control.
14. You accept full responsibility for the security of using the Service and the One-time Password, and agree to act prudently and in good faith when using the Service, including by taking the measures listed below to safeguard the security of the Service and the One-time Password:
 - a. You must not disclose to any other person or otherwise permit or enable any other person to obtain any One-time Password; and
 - b. If there is any actual or suspected misuse of the One-time Password or the device used for receiving One-time Passwords, you must notify us as soon as reasonably practicable by calling our Call Centre at 24795555.

- c. If you fail to fulfill your responsibilities, you shall be liable for all claims, losses, liabilities and consequences arising out of or in connection with the use of the Service (including using your One-time Password).
15. We reserve the right to suspend or terminate the Service or its use by you temporarily or permanently at any time, without prior notice, for any reason where we consider necessary or advisable to do so, including, but not limited to, when there is a suspected breach of security, or when we have reasonable grounds to suspect that the information you provide to us is untrue, inaccurate, not current or incomplete. Any online or other transactions and operations conducted using the Service prior to its termination or suspension will remain valid and you will continue to be bound by your liabilities and obligations under these Terms and Conditions in respect of such transaction.

16. YOUR CONDUCT

You agree not to:

- a. impersonate any person or entity using this Service;
- b. upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment used by this Service;
- c. attempt to spam or flood this Service ;
- d. modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of this Service or the software used in connection with this Service;
- e. remove any copyright, trademark, or other proprietary rights notices contained in this Service;
- f. "frame" or "mirror" any part of this Service without the prior written authorization of bank muscat;
- g. use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of this Service or its contents;
- h. otherwise interfere with, or disrupt, this Service or servers or networks connected to this Service from bank muscat, or violate this TOS or any requirements, procedures, policies or regulations arising out of or in connection to this Service or of any networks connected to this Service; or
- i. intentionally or unintentionally violate any applicable local, state, national or international statute, regulation, regulatory guideline or judicial or administrative interpretation, or any rule or requirement established pursuant to the Governing Law in connection with your use of this Service.

17. YOUR RESPONSIBILITIES

You acknowledge and agree that you have the following responsibilities:

- a. to verify that the information entered on all merchant order forms is accurate.
- b. to verify that the information displayed in the transaction online screen is correct for each purchase.
- c. to make full and timely payments for any purchases made involving this Service.
- d. to be fully responsible for all transactions or other activities that occur or are undertaken under you.
- e. to safeguard the confidentiality of any information you possess in relation to the use of this Service.
- f. to refrain from any resale of this Service or any part thereof, from making a derivative of this Service or any part thereof, from collecting or using any information provided by other users without their express written consent, or from otherwise engaging in any form of data mining or data extraction with respect to any data accessible through this Service.
- g. to not use the Verified by Visa or Secure Code by MasterCard this website in a manner that would: (a) infringe any third party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; (b) be fraudulent or involve the sale of counterfeit or stolen items; (c) violate any law, statute, ordinance, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising); (d) be false, misleading, or inaccurate; (e) create liability for bank muscat or its Suppliers or cause bank muscat or its Suppliers to lose (in whole or in part) the services of our third party providers; (f) be defamatory, trade libelous, unlawfully threatening, or unlawfully harassing; or (g) be obscene, pornographic, or contain child pornography.
- h. to refrain from gaining access or attempting to gain access to any information, software or data on bank muscat or its Suppliers' servers or otherwise within their control which is encrypted, protected by security procedures or devices or (except for your personal information) otherwise not generally made available to the public.
- i. to refrain from using this Service in a manner which will or might interfere with the full use and enjoyment by other users of this Service.
- j. to defend, indemnify, and hold harmless bank muscat and certain others from all third party claims according to the conditions set forth below.

18. LIABILITY

- a. You agree that bank muscat shall not be liable to you or to any third party for any modification, suspension or discontinuance of this Service. bank muscat will pay any direct out-of-pocket expenses that you may incur in using this Service due to:
 - b. gross negligence or intentional misconduct by us, our employees or agents; or
 - c. an attack by others on the systems we use to provide this Service.

Under no circumstances will we be liable for consequential, incidental, special or indirect losses or other damages, such as any damage to your computer or telephone service resulting from your use of this Service.

bank muscat assumes no responsibility for, and will not be liable for, any damages to, or any viruses which may affect, your computer equipment or other property on account of your access to, use of, or downloading from, this Website or Service.

19. TERMINATION

- a. If you want to end your ability to use this Service, you must deactivate your customer account from bank muscat. Any purchases you made using this service prior to deactivation will not be affected.
- b. We may temporarily or permanently deactivate your ability to use this Service and terminate your relationship with us at bank muscat's sole discretion, with or without fault on your part.

20. AGE AND RESPONSIBILITY

You represent that you are of sufficient legal age to use this Service and to create binding legal obligations for any liability you may incur as a result of the use of this Service. Except as otherwise provided by Governing Law of these Terms and Conditions or in our cardholder agreement with you, you understand that you are financially responsible for all uses of this Service by you and those authorised by you to use your registration data, your password or other verification information.

21. PROPERTY RIGHTS

- a. This Service and this website are owned by bank muscat and/or its Suppliers. Any materials provided to you are merely licensed to you.
- b. This Service and this website are protected by copyright and other laws of the United States and other countries. bank muscat and/or its Suppliers retain all right, title, and interest in this Service and this website and all content, information, websites, software, and other materials related thereto, excluding certain content and technology which may have been created and/or is owned by merchants or third parties.

- c. Some of the names referenced in this website are trademarks or registered trademarks. You agree not to use any trademarks referenced or any confusingly similar marks for any purpose without the express prior written consent of the owner of the mark in each instance.

22. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless bank muscat and its Suppliers, their licensees, successors, and assignees, affiliated merchants, content providers, technology and service providers, or this website providers, advertisers and sponsors, the parent, affiliated and subsidiary companies of each of them and the officers, directors, employees, and agents of each of them from and against any and all third party claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, including reasonable attorneys' fees, arising out of or related to any breach or alleged breach by you of these Terms and Conditions or any use of this Service by you or under your control. bank muscat reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent.

23. PREVAILING LANGUAGE

These Terms and Conditions are made in Arabic and English. In the event of a dispute or conflict as to the terms of this Terms and Conditions the Arabic version shall prevail.

24. GOVERNING LAW AND JURISDICTION

This Agreement will be construed and interpreted in accordance with the laws of the Sultanate of Oman. All disputes or actions related in connection or out of the subject matter hereof shall be subject to the exclusive jurisdiction of the courts of the Sultanate of Oman. In any action or proceeding to enforce rights under these Terms and Conditions, the prevailing party will be entitled to recover costs and attorneys' fees. You will comply with all applicable laws, statutes, ordinances, and regulations in your use of this Service or this website and your purchase and use of goods and services. You acknowledge that various goods or services offered from merchants may be prohibited in your geographic area.