OMAN ARAB BANK Corporate Internet Banking

Application Form



OABnet Bank Application Form

	ADOUT VOUD ODGANIZATION	<u> </u>					
	ABOUT YOUR ORGANIZATION						
	Company Name:						
-	Office Address:						
TION							
SECTION 1 COMPANY GENERAL INFORMATION	Office Telephone: Company Fax:		Compa	any E-mail Address:			
	CONTACT INFORMATION						
	Name of Primary Contact Person:		Name of Secondary Contact Person:				
	Designation:	Designation:					
	Office Telephone/Extension:	Office Telephone/Extension:					
	Mobile Phone:	Mobile Phone:					
	E-mailAddress:		E-mailAddress:				
z	TRANSACTION SIGNING MATRIX						
)Tio	Transaction Ceiling	OMR =					
SAC	ا The system will not support transfers/paym	ents above the men	tioned limit on	daily basis .			
2 RAN	Authorization Matrix (i.e. A= 10 K, A+B= OMB Limit From OMB Limit To						
SECTION 2 RE AND TRANSACTION MATRIX	50 K, A+A = Unlimited) OMR Limit		From	n OMR Limit To			
SEC RE A							
SEC SIGNATURE							
IGN							
o)							
	ACCOUNT/s AND SERVICES TO BE ACTIVATED						
	Indicate the account (s) to debit for transfers and pay			Select the services for account (s)			
			Daily Limit Vi	iewing Transfer Utility Payment	s File Upload Trade		
NOIL	1						
RMA	2						
SINFO	3						
ON 3	4						
SECTION 3 & SERVICE	5						
SECTION 3 BANK ACCOUNT & SERVICES INFORMATION	6						
	7						
	8						
	9						
	#						

CARD NUMBER (S) TO BE ACTIVATED Select the services for card (s) Card Payments Viewing BANK CARDS INFORMATION 1 2 3 4 5 6 7 8 9 10 11 12 **USER/S NOMINATIONS** Full Name: OABnet Username: Access Level / Rights Viewer Approval Signature Group Inputer Will be able to Enter the Row No **Data Inputer** Can Authorize Account can upload file of Ac & Cards to view only. the transfer and make avail access Cards Transfers E-mail Address: Mobile phone number: Signature Full Name: OABnet Username: Access Level / Rights Viewer Inputer Approval Signature Group Will be able to Data Inputer Can Authorize Enter the Row No Account view only. can upload file the transfer of Ac & Cards to and make Cards avail access Transfers E-mail Address: Mobile phone number: SECTION 5 USERS & APPROVAL Signature Full Name: OABnet Username: Access Level / Rights Viewer Signature Group Inputer Approval Data Inputer can upload file Enter the Row No Will be able to Can Authorize Accounts of Ac & Cards to the transfer view only. and make Cards avail access Transfers E-mail Address: Mobile phone number: Signature

	Full Name:						
	OABnet Username:						
	Access Level / Rights	Viewer	Inputer	Approval	Signature Group		
		Will be able to view only .	Data Inputer can upload file and make Transfers	Can Authorize the transfer	Enter the Row No of Ac & Cards to avail access	Accounts Cards	
	E-mail Address:						
	Mobile phone number:						
	Signature						
TARIFF	A monthly service fee will	be applicable based	on the Tariff of Ch	arges posted on th	ne Oman Arab Bank we	ebsite.	
	AUTHORISED SIGNATORIES OF THE COMPANY						
SECTION 6 COMPANY SIGNATORIES SIGNATURE	We Confirm that the information given above are true and complete. We hereby confirm and undertake that we have read and understood the Terms & Conditions for usage of the "OABnet Bank" Corporate Internet Banking Services provide by OAB. We agree that we will adhere to all the terms & Conditions for Opening Applying Availing Maintaining Operating (as applicable) and usage of Internet Banking, as may be in force from time to time. We agree and understand that the bank may, in its absolute discretion, discontinue any of the service completely or partially without providing any reasons.						
	Name :			Name :			
	Signature & Company Stamp / Date		Signature & Company Stamp / Date				
SECTION 7 FOR BANK USE ONLY	FOR BANK USE ONLY						
	Application Received Date :			Date :			
	PCM On Boarding Team :			PCM Head Approval :			

OMAN ARAB BANK Corporate Internet & Mobile Banking

Terms and Conditions

1.	INTRODUCTION	7
2.	DEFINITIONS	7
3.	AGREEMENT	
4.	INTERNET BANKING ACCESS	9
5.	ACCOUNTS	. 13
6.	SERVICES.	. 15
7.	CONTACT IN EVENT OF UNAUTHORIZED TRANSACTION	. 18
8.	DISCLAIMER OF WARRANTIES.	. 18
9.	LIMITATION OF LIABILITY.	. 18
10.	THIRD PARTY INDEMNIFICATION	19
11.	CONFIDENTIALITY	.19
12.	TERMINATION	19
13.	EVENTS BEYOND PARTIES' CONTROL	.20
14.	MONEY LAUNDERING AND OTHER MATTERS	.20
15.	MISCELLANEOUS	20
16	GOVERNING LAW AND DISPUTE RESOLUTION	22

OMAN ARAB BANK CORPORATE INTERNET AND MOBILE BANKING AGREEMENT

1. INTRODUCTION.

- **1.1. Internet Banking Terms and Conditions.** This Agreement covers the terms and conditions of Corporate Internet and Mobile Banking use including all the Services as described herein. This Agreement, together with the Account Opening General Terms and Conditions, applies to the use of Corporate Internet Banking use.
- **1.2. Application Form.** In order to access Internet Banking, you are required to fill in and sign the "Application Form" relating to Corporate Internet Banking and return it to OAB. You agree that as part of the process of applying for Corporate Internet Banking, you will provide a specimen of your signature and that it may be necessary for us to take steps to identify you and or others Users. You are solely responsible for the accuracy of the information provided in the "Application Form" including, without limitation any Users nomination, Transactions thresholds and other information you me be asked to provide in such form.

2. **DEFINITIONS.**

- **2.1.** "Agreement" means this agreement as modified from time to time including any supplementary terms for the provision of the Services published on the Website from time to time.
- **2.2.** "Account" means any type of electronic account that you have or may have in Internet Banking including Users Accounts.
- **2.3.** "Account Opening General Terms and Conditions" means the general terms and conditions applicable to all accounts opened with Oman Arab Bank and signed by you or any person so authorized by you.
- **2.4.** "Authentification Credentials" means your User ID, Password and your Security Device Password that you may use to gain access to Internet Banking.
- **2.5. "Bank Account"** means any type of bank account that you have or may have with OAB to which you request to access through Internet Banking.
- **2.6. "Customer"** (also you, your, yours) means the Corporate Customer named on this Application Form used to register for Internet Banking.
- **2.7. "Customer Delegate"** means a person appointed by the Customer to perform some of the actions related to Banking Agreements.

- **2.8. "Customer Instruction"** means any request, instruction, agreement or other communication that is received by OAB through Internet Banking.
- **2.9. "Electronic communication"** means communications sent by email or by the use of scanned or digital signatures or any other electronic means.
- **2.10.** "User" means any user who is authorized by the Bank to access Internet Banking from time to time to use the Services.
- **2.11.** "Internet Banking" means your Internet Banking Service and includes on-line access to Bank Account information, Transferring Funds between Bank Accounts, Bill Payments, general information relating to rates and access to other electronic financial products and services authorized and/or provided by OAB.
- **2.12.** "Internet Banking Password" means the combination of numbers and/or alphabetical characters or a combination you receive from OAB or select for your confidential use to identify yourself and to gain access to -- Internet Banking.
- **2.13.** "Internet Banking Platform" means the OAB online group of technologies used as a base upon which the Services and other applications, processes or technologies related to the Services are used and developed online and which is available at http://www.oman-arabbank.com/ or through OAB's Mobile Banking application.
- **2.14.** "Internet Banking Support" means the Internet Banking telephone support service available to provide support in connection with Internet Banking, which may be contacted at the telephone numbers indicated on the Website.
- **2.15.** "Internet Banking User ID" means The User ID chosen by you and specified on this form in order to register user credentials for access to the Internet Banking platform
- **2.16.** "Application Form" means the Corporate Application form filled and signed by you to use Internet Banking.
- **2.17.** "Mobile Banking" means the service enabling you to use the Services remotely using a mobile device such as a mobile phone or tablet through OAB's Mobile Banking application available on Playstore for Android devices and Appstore for IOS devices.
- **2.18. "OAB"** means Oman Arab Bank S.A.O.C. and/or any of, its affiliates, subsidiaries, associated entities and any of their branches and offices.

- **2.19. "Other Banking Agreement"** means, other than this Agreement, the agreement(s) between you and OAB, which apply to your Bank Accounts including, but not limited to, OAB Account Opening General Terms and Conditions.
- **2.20.** "Personal Data" means any personally identifiable information about you.
- **2.21. "Personal Identification Question and Answer"** means the question and answer you select for your confidential use to identify yourself and to gain access to Internet Banking.
- **2.22.** "Services" means any banking product or service provided by OAB to the Customer using Internet Banking, including without limitation the empowerment of Users to agree on behalf of the Customer the matters as described in this Agreement.
- 2.23. "Security Device" means any token, device, procedure or other thing whether issued to the Customer or any Customer Delegate by the Bank or adopted by the Customer or any Customer Delegate which may be used alone or with any Password or User ID to access or facilitate access to the Internet Banking Platform and the Services or to effect Customer Instructions or to generate any Passwords. This also covers digital tokens developed and issued by OAB and if utilized by the Customer.
- **2.24. "Security Device Password"** means a one-time code used to perform the requested Transaction generated by your Security Device. Also referred to as "OTP".
- **2.25. "Transaction"** means any transaction performed or requested to be performed in relation to your Bank Account through Internet Banking, including a request for or disclosure of information about a Bank Account.
- **2.26. "Website"** means OAB website located at http://www.oman-arabbank.com/ or any other website through which you may gain access to Internet Banking from time to time.
- **2.27. "Words"** in this Agreement that are in the singular include the plural and vice versa, unless the context requires otherwise.

3. AGREEMENT.

- **3.1.** Accepting this Agreement. This Agreement governs your use of Internet Banking. By accepting this Agreement, you agree to be bound by its terms and conditions as they may be amended from time to time. Should you not agree to accept all of the terms and conditions of this Agreement, you may not use Internet Banking.
- **3.2. Other Banking Agreements.** Your use of Internet Banking is governed by this Agreement and may also be affected by Other Banking Agreements. You acknowledge receipt of Other Banking

Agreements, which may contain applicable charges, transactions thresholds, transfers number limitations or other restrictions that might implicate your Bank Accounts with one or more of the Services.

4. INTERNET BANKING ACCESS.

- **4.1. Computer Requirements.** The use of Internet Banking requires you to have certain computer capabilities, which OAB may change from time to time without prior notice to you. For our current computer requirements, you may request details from the Payments and Cash Management Department.
- 4.2. Security provisions/viruses/spyware. You acknowledge that Internet Banking is accessed through the Internet, which is a public system over which OAB does not have control. It is therefore your responsibility to make sure that any computer you may use to have access to Internet Banking is free from and adequately protected against acquiring spyware, computer viruses and other invasive, destructive or disruptive components. You agree that it is your responsibility to check, from time to time, that your anti-virus software, anti-spyware software, firewall, security patches and other security measures are correctly installed, updated and are in a regularly run. OAB will not be responsible for any loss of or damage to your data, software, computer, computer networks, telecommunications or other equipment caused by you while using Internet Banking unless such loss or damage is proven to be directly and solely caused by OAB's gross negligence or willful misconduct.
- **4.3. User's Authentification.** Using the Internet Banking Platform will require verifying your Authenficiation Credentials i.e. your User ID, your Password and your OTP. Within a reasonable timeframe following the execution of this Agreement, you will receive your Authentication Credentials via an approved international courier service.
- **4.4. Log in Internet Banking Platform.** Once your Authentication Credentials are verified, you will need to log in the Internet Banking Platform by entering a security key generated by your Security Device.
- 4.5. Internet Banking Platform Setup. OAB will setup the Internet Banking Platform based on the instructions/information given by you to OAB. The Internet Banking Platform setup includes among Users and their authorizations, Transactions limits, Transactions signatories etc. OAB will be responsible uniquely for the accuracy in entering the information provided by you to OAB and OAB will not be responsible for neither the errors, mistakes, slips and/or lapses in the provided instructions/information nor any undesirable consequences resulting thereof.
- **4.6. Mobile Internet Banking.** Your enrollment in the Mobile Internet Banking Service enables you to access certain features and functionalities of the Services by use of an electronic wireless device,

such as mobile telephones or tablet devices. Mobile Internet Banking requires you to have a mobile device with Internet capability. Mobile Internet Banking offers you possible access, through the use of your mobile device, to all of the Services described herein. Accessing the Mobile Banking Platform is governed by the provisions of this Agreement as if the access to Mobile Internet Banking was processed through a computer terminal.

- 4.7. Security Device-related Representations. By accepting this Agreement, you acknowledge that you have been granted a non-exclusive, nontransferable, limited, revocable license from OAB to use OAB Security Devices issued for the sole purpose of Internet Banking within the specific limited rights granted to you by such license. You ensure that you will immediately give notice to OAB in case you know or suspect that the Security Device is not functioning correctly. By accepting this Agreement, you acknowledge that OAB disclaims, to the extent permitted by law, any and all representations, warranties and conditions regarding Security Device issued by OAB, including without limitation representations, warranties or conditions of merchantability, quality, performance and durability. Upon termination of this Agreement for any reason whatsoever, the Security Device licenses referred herein terminate.
- **4.8. Lost Security Device.** Notwithstanding any other provision herein contained with regard to lost Security Devices, you agree to inform the Bank immediately of such incident via email or phone.
- 4.9. Security of Authentification Credentials and Security Device.

By accepting this Agreement, you agree:

- 4.6.1. That you will comply with the terms of this Agreement and any other reasonable instructions or recommendations that OAB may issue from time to time regarding Internet Banking security, including, without limitation, the security recommendations contained in the Website.
- 4.6.2. To change your Password immediately after the first access to the Internet Banking Platform. The newly set Password may not be based on your or a close relative's name, birth-date, telephone number, address or any other readily identifiable combination of letters or numbers. The Password shall be regularly changed without setting any previously used one.
- 4.6.3. That your Authentification Credentials and your Security Device are for your unique use and you agree to keep them secret and not disclose them to any person including without limitation your close relatives or staff.
- 4.6.4. That you will take all reasonable measures to maintain the confidentiality of your Authentification Credentials including ensuring that any information stored on any

- computer which you have used to use Internet Banking is protected against unauthorized access by third parties.
- 4.6.5. That you are responsible for ensuring that you are not physically or virtually watched by any other person while entering your Authentification Credentials.
- 4.6.6. That you will not share or allow any other person to use your Security Device and to take steps to prevent any unauthorized use of your Security Device.
- 4.6.7. To memorize your Authentification Credentials and not to record them anywhere.
- 4.6.8. That, once received by you, OAB will not be responsible for the security and the confidentiality of your Authentification Credentials and your Security Device.
- 4.6.9. That you are solely responsible and liable for the information stored on your computer and communications systems with regard to control of your Authentification Credentials and your Security Device.
- 4.6.10. That you are solely responsible and liable for maintaining and reviewing your internal security measures concerning access to and use of Internet Banking.
- 4.6.11. That you have evaluated the security features of Internet Banking and have concluded that such features, with regard to your own security measures, are adequate to protect your interests.
- 4.6.12. That it is your responsibility to implement an appropriate browser security measures including closing your web browser and clearing your browser's cache after using Internet Banking.
- 4.6.13. That you are aware that some internet browsers contain the feature of electronically saving users IDs and Passwords for easy future access to particular sessions. You ensure that you will not use and will otherwise disable this feature in relation with Internet Banking.
- 4.6.14. To log out any Internet Banking session once initiated and that you will not under any circumstances leave the Internet terminal from which you accessed Internet Banking open.
- 4.6.15. That you will be solely responsible for any unfortunate consequences resulting from accessing Internet Banking from a publicly accessible or shared Internet access device.
- 4.6.16. To immediately notify OAB by telephone or Email if your Authentification Credentials and/or your Security Device is lost or stolen or if your Authentification Credentials have

become or may have become known to another person/s or might be available for unauthorized Internet Banking access. You agree that until such notice is given to and received by OAB, you will be solely liable for all undesirable Transactions that may occur as a result of authorized or unauthorized use of your Authentification Credentials or your Security Device.

- 4.6.17. That you will not do or contribute in doing anything that would undermine the security of Internet Banking or the systems or security measures of any other Internet Banking user.
- 4.6.18. That the Authentification Credentials and the Security Device remain the property of OAB and may be cancelled or suspended at any time by OAB without prior notice.

4.10. Authentification Restrictions.

- 4.7.1. OAB reserves the right to deny access to the Internet Banking Platform or reject a Transaction or the use of any of the services herein described at its own discretion and without prior notice if OAB believes that there is risk of unauthorized access to the Internet Banking Platform.
- 4.7.2. OAB may, at its own discretion, at any time before allowing access to Internet Banking or performing any Transaction or allowing the use of any of the services provided herein, proceed with supplementary access verifications in a manner satisfactory to OAB, including, without limitation:
 - a. Verification of Authentification Credentials;
 - b. Verification of personal information contained in OAB Internet Banking records;
 - c. Ask for correct response to previously setup security questions; and
 - d. Verification of online activity by performing a non-online channel contact including phone calls or any other verification procedure that OAB may determine appropriate.
- 4.7.3. Should you fail to successfully pass the verification procedures, OAB will be in a position to:
 - a. Refuse to perform the Transaction;
 - b. Ask you to contact OAB through non-online channels or in person for further validation of identity;
 - c. Cancel your Authentification Credentials; and/or

d. Proceed with any security precautions that OAB may deem appropriate to prevent unauthorized access to the Internet Banking Platform.

4.11. Liability for Unauthorized Access.

Should you permit, with reserve to Users and Users Representations provisions herein, other persons to access to Internet Banking Platform using your Authentification Credentials, Security Device, you will be solely responsible for all Transaction, data manipulation and any other undesirable actions performed without your knowledge.

4.12. Minimum Age.

No User may be under the age of 18 years.

4.13. Other representations.

- 4.10.1. You acknowledge that you have read, understood and agreed upon the information pertaining to security information on the Website available on http://www.oman-arabbank.com/. This security information contains important information regarding the use of Internet Banking and the security of your functional information. You agree to periodically review the security information contained therein as it may be updated from time to time.
- 4.10.2. You ensure that any instruction received by you to perform any Transaction or any other action through Internet Banking is true, complete, and accurate. You acknowledge that OAB will proceed pursuant to the truth, accuracy and completeness of your instructions.
- 4.10.3. You authorize OAB to proceed upon your instructions provided by you in all manners permitted by Internet Banking as if such instructions were given through written and signed instructions to OAB regardless of any conflict with any other written and signed instructions given to OAB.
- 4.10.4. You understand that OAB is not required to confirm the identity or authority of any person using your Authentification Credentials and/or Security Device to access to the Internet Banking Platform or carry on any Transactions. Notwithstanding the preceding statement, OAB may, at its sole discretion, verify the identity or the authority of any person seeking to access the Internet Banking Platform or perform Transactions or any other undesirable actions therein as provided in Section 4.9 above.
- 4.10.5. You understand that OAB may also refuse to carry on any Transaction or other actions if:

 (i) if there are no sufficient funds in your account being requested to debit (ii) there is an operational failure or malfunction in Internet Banking; and (iii) the Transaction could

- violate any of OAB policies, or procedures or any law, regulation, rule, standard or guideline of any governmental authority to which OAB is subject thereto.
- 4.10.6. You ensure that OAB is not liable for any loss or damage suffered by you or any other third parties due to any failure or refusal by OAB to give effect to any of your instructions or due to any delay by OAB in implementing such instructions.
- 4.10.7. You agree to contact OAB immediately in case you make an error using Internet Banking.

 Notwithstanding the preceding statement, you acknowledge that OAB may not be able to stop or reverse such error.
- 4.10.8. You agree that OAB may suspend or restrict any of the Services of Internet Banking at any time, at its sole discretion and without prior notice.

5. ACCOUNTS.

- **5.1. Bank Accounts.** When applying for Internet Banking, you will be required to designate Bank Accounts accessible through Internet Banking. You agree that OAB reserves the right to determine which Bank Accounts can be connected to Internet Banking.
- **5.2. Users.** You understand that Users may not have access to all the Services available on the Internet Banking Platform and/or may have restrictions that only provide for limited use of particular Services. The Services described in section 6 herein state which types of Users are eligible for each applicable Service. OAB may at its discretion cancel your or any User access to Internet Banking without prior notice if there has been no activity for a period of twelve (12) consecutive months.
- **5.3. Users' Appointment Notification.** You agree that, each time an User is required to be appointed, you will notify us in writing and provide the new User's name and address together with a specimen signature based on the specific Amendment Form available for this purpose.

5.4. Users Representations. By accepting this Agreement:

- 5.5.1. You ensure that all Users will comply with the terms of this Agreement and any other instructions or recommendations that OAB may issue from time to time regarding security measures including, without limitation those available on the Website.
- 5.5.2. You agree that it is your sole responsibility to maintain and regularly review security arrangements concerning access to, and use of, the Services, and information stored on your computer and other terminals, and in particular your and any of Users' control of Authentification Credentials and the Security Device and access to the Internet Banking Platform.

- 5.5.3. You ensure that Users will change their Passwords immediately after the first access to the Internet Banking Platform.
- 5.5.4. You ensure that Users will keep their Authentification Credentials and Security Devices secure and secret at all times and take steps to prevent unauthorized use of their Authentification Credentials and Security Device.
- 5.5.5. You ensure that Users shall never write or otherwise record their Authentification Credentials in a way that can be understood by someone else except where it is required by OAB for the registration of a User or for any other reason as set out by OAB; choose a Password that may be based on their or a close relative's name, birth-date, telephone number, address or any other readily identifiable combination of letters or numbers; and never reveal their Authentification Credentials to anyone else including their relatives, business colleagues and OAB staff.
- 5.5.6. You ensure that you will be solely responsible for any unfortunate consequences resulting from Users' accessing Internet Banking from a publicly accessible or shared Internet access device.
- 5.5.7. You agree to immediately notify OAB by telephone or Email if the Users' Authentification Credentials and/or your Security Device is lost or stolen or if the Users' Authentification Credentials have become or may have become known to another person or might be available for unauthorized Internet Banking access. You agree that until such notice is given to and received by OAB, you will be solely liable for all undesirable Transactions that may occur as a result of authorized or unauthorized use of the Users' Authentification Credentials or Security Device. In the event of any such happening or in case you or the Users suspect any unauthorized transaction or instruction, you must ensure that all Users change their Passwords immediately to one which they have not used before.
- 5.5.8. Should you suspect any impropriety on the part of any User in connection with Internet Banking or any of the Services provided herein, you ensure to immediately take all steps available to ensure that the involved User is unable to access to Internet Banking.
- 5.5.9. You agree that you are solely responsible for the security of any Security Device held in any manner by Users. OAB shall not be liable to you or to any third parties for any loss whatsoever arising from the copying, tampering or unauthorized use of any Security Device granted to Users.
- 5.5.10. You agree to comply immediately with all reasonable requests for assistance from us and/or the police in trying to recover any losses or identify actual or potential breaches

of security including, without limitation, giving us prompt access to any Computer you may have used to access Internet Banking.

6. SERVICES.

This Agreement covers the following services:

- **6.1. Viewing Information.** You can use the Information Viewing Service to obtain balance and Transaction information about your Bank Accounts. Ledger Balance and Available Balance shown are defined in the applicable Bank Account agreement. In addition, information about deposits which have not yet been posted is available. Balance and Transaction information provided to you as part of the Services are not the official records or statements of your Bank Account.
- **6.2. Account Statements.** You may use Account Statements Service to obtain periodic statements for your Bank Accounts, which are your checking and/or Demand Deposit Bank Accounts held with OAB, either online within the Service or in paper format delivered by postal mail.
- **6.3. Card Transfer Service.** You may use the Card Transfer Service to pay dues you may have on your credit card.
- 6.4. Transfers between Your Accounts Held with OAB. Through the Transfers between Your Accounts Held with OAB Service, you may transfer the amount of available funds from a Bank Account owned by you to another Bank Account, which you hold with OAB. Transfers to and from your OAB Accounts are usually effective immediately if the "from" account has adequate funds and security controls are met.
- 6.5. Transfers between Your Accounts Held with OAB and with other Financial Institutions. The Transfers Between Your Accounts Held with OAB and with other Financial Institutions Service allows you to engage in external transfers wherein you can make transfers from one or more of your deposit Bank Accounts held with OAB, which includes your checking and/or Demand Deposit Bank Accounts to third parties' accounts hold at another financial institution located in the Sultanate of Oman. Also, you can engage in transfers where you can instruct us to transfer money from your Bank Account at other financial institutions to one or more accounts held outside the Sultanate of Oman.
- **Online Bill Payment.** OAB Online Bill Payment Service which is part of the Services, allows you to initiate utility bills payment such as water, electricity, phone... etc.
- **6.7. Bulk Bill Payment.** The Bulk Bill Payment Service allows you to schedule periodic payments in bulk. The Bulk Bill Payment is set at once and remains in effect for a period of your choice to effectuate recurrent bill payments previously planned for.

- **6.8. Multiple Payment Services.** By using the Multiple Payment Service, you may schedule several payments at the same time by uploading the multiple payment files to the Internet Banking Platform. Once the multiple files uploaded to the Internet Banking Platform, the payments will be processed according to the timelines and instructions specified therein.
- **6.9. Trade Finance Services.** By using the Trade Finance Services, you can apply for a range of trade finance services including letters of guarantee and letters of credit.
- **6.10. Salary Payment Service.** By using the Salary Payment Services you may pay salaries to your staff by uploading the salary files to the Internet Banking Platform. Once the salary files uploaded to the Internet Banking Platform, the salaries will then be processed as per the timelines and instructions specified therein.
- **6.11. Alerts.** Your enrollment in the Alerts Service allows you to elect to receive Transactions alerts and notifications. Alerts are electronic notices addressed to you from OAB that contain transactional information about your Bank Accounts.

7. CONTACT IN EVENT OF UNAUTHORIZED TRANSACTION.

If you believe that your Authentification Credentials have been lost or stolen or that an unauthorized Transaction has been made through your Bank Account, you should, immediately, call the Payments and Cash Management Department on published numbers or Email PCM@oman-arabbank.com, or write to OAB through the Internet Banking Messaging Service.

8. DISCLAIMER OF WARRANTIES.

- **8.1.** In General. To the fullest extent permitted by law, OAB does not make any representations or warranties of any kind in respect of the Services described herein, either express or implied, statutory or otherwise, including but not limited to, implied warranties of merchantability or fitness for a particular purpose, and OAB hereby disclaims any such representations, warranties and conditions of any kind.
- **8.2. No interruption Warranty Disclaimer.** OAB does not represent or warrant that the Services herein described will be uninterrupted, timely, secure or error free, that defects will never arise or will be corrected, or that the Internet Banking Platform that makes the Service available is free of viruses or other harmful components.

9. LIMITATION OF LIABILITY.

Except as specifically set forth herein or where applicable laws requires a different standard, OAB shall not be responsible for any loss, damage or injury or for any direct, indirect, special, incidental, exemplary or consequential damages, including lost profits, loss of data, files, profit or

goodwill or the costs of procurement of substitute goods or services, arising from or related to the Services, the inability to use the Services, or otherwise in connection with this Agreement, even if advised of the possibility of such damages.

10. THIRD PARTY INDEMNIFICATION.

- **10.1. OAB Indemnification.** Except to the extent that OAB shall be liable under the terms of this Agreement or another agreement governing the use of Internet Banking, you agree to indemnify, defend, and hold OAB, OAB affiliates, officers, directors, employees, consultants, agents, service providers and licensors harmless from any and all third party claims, liability, damages, and/or costs, including but not limited to attorney's fees, arising from:
 - 10.1.1. A third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to OAB;
 - 10.1.2. Any fraud, misrepresentation, manipulation, or other breach of this Agreement or the Services described herein; and/or
 - 10.1.3. Your violation of any law or rights of a third party.

11. CONFIDENTIALITY.

OAB will disclose information to third parties about your Bank Account or the Transactions you perform: (i) where it is necessary for completing transfers, or (ii) in order to verify the existence and condition of your Bank Account for a third party, such as a financial institution or a merchant, or (iii) in order to comply with government or court orders, or (iv) in order to comply with the general Account Opening Terms and Conditions of Oman Arab Bank.

12. TERMINATION.

- **12.1. Notice.** You may terminate this Agreement on not less than thirty (30) days prior notice to OAB and OAB may terminate this Agreement on not less than thirty (30) days prior notice to you.
- **12.2. Breach of Agreement.** Either party may also terminate this Agreement with immediate effect by notice to the other, if the other party commits a material breach of this Agreement or becomes insolvent under the laws of any applicable jurisdiction.
- **12.3. No Effect.** Termination will not affect the rights and remedies of either party accrued to the date of termination.

13. EVENTS BEYOND PARTIES' CONTROL.

OAB will not be liable for delay in performing or failure to perform any of its obligations under this Agreement which is caused by circumstances beyond its reasonable control, including, but not limited to, the failure, malfunction or unavailability of telecommunications, data communications and computer systems and services, war, acts of terrorism, civil unrest, government action, strikes, lock-outs or other industrial action or trade disputes (whether involving OAB's employees or those of a third party). Any delay or failure of this kind will not be deemed to be a breach of this Agreement and the time for performance of the affected obligation will be extended by a period, which is reasonable in the circumstances.

14. MONEY LAUNDERING AND OTHER MATTERS.

- **14.1. Money Laundering Prevention.** OAB may take whatever action it considers appropriate to meet any obligations, either in the Sultanate of Oman or elsewhere in the world, relating to the prevention of fraud, money laundering or terrorism financing and the provision of financial and other services to persons who may be subject to sanctions.
- **14.2. Actions to Prevent Money Laundering.** These actions include, but are not limited to, investigating, blocking and intercepting payments into and out of your Bank Accounts (particularly in the case of international transfers of funds), and investigating the source of or intended recipient of funds. It may also include making enquiries to establish whether a person is subject to sanctions.
- **14.3. No Warranties for Results of Actions to Prevent Money Laundering.** OAB shall not be liable for any loss, liability, delay or cost incurred by you as a result of such actions taken by OAB; and OAB does not warrant that any information on OAB systems relating to any payment messages and communications will be accurate or complete to the extent that it relates to any of your Instructions which are subject to such an action when such information is provided.

15. MISCELLANEOUS.

- **15.1. Entire Agreement.** This Agreement is the entire agreement between you and OAB concerning the use of Internet Banking and supersedes all previous agreements, communications, representations or discussions between you and OAB relating to it. Any other banking agreements between you and OAB and/or mandates relating to the conduct of your Bank Accounts shall remain unaffected.
- **15.2.** Changes to this Agreement or Services. OAB may change or cancel one or more of the Services as described herein at any time without cause, subject to applicable laws and regulations. OAB may amend (add to, delete or change) the terms of this Agreement by sending you a notice as may be required by law. You agree to review any changes to this Agreement promptly upon

- receipt of such notice. The use of the Services after the effective date of any change constitutes your agreement to the change.
- **15.3. Notices and Duty to Review.** Any notice to be given under this Agreement must be communicated by Email or Letter by post. If by post, the notice will be taken to have been received five (5) days after posting by one party to the postal address most recently notified by the receiving party and, if through Email, when it is received. You agree to review promptly all statements, Advices, and Transaction information made available to you, and to report all unauthorized transactions and errors to us immediately.
- **15.4.** Change in Control / Agreement Continuity. This Agreement subject to OAB's sole discretion may continue in force , unless revoked by notice given by the management, notwithstanding any change of name of the partnership, admission of new partner(s) or any partner ceasing to be a member of the partnership by reason of death or otherwise
- **15.5. Personal Information Protection.** OAB and you both agree to comply with all applicable data protection and other laws to the same or similar purpose in all relevant jurisdictions. You confirm that all employees and other persons whose personal or other data is transmitted, processed or otherwise handled have consented to such transmission, processing or other handling under this Agreement in accordance with these laws, or will do so prior to any such transmission, processing or other handling.
- **15.6. Severability.** Each of the terms of this Agreement is severable from the others and if one or more of them becomes void, illegal or unenforceable, the remainder will not be affected in any way. References in this Agreement to clauses are references to clauses of this Agreement unless expressly stated otherwise.
- **15.7. Records Admission.** Subject to the applicable laws of evidence, each party agrees not to object to the admission of the records, including computer records, of the other as evidence in legal proceedings.
- **15.8. Parties to this Agreement.** Subject as provided below, a person who is not a party to this Agreement has no right to enforce any provision of this Agreement. Affiliates of OAB that are not parties to this Agreement, and any sub-contractor of OAB or its affiliates may nevertheless enforce this Agreement against you, subject to and in accordance with this Agreement and any applicable regulations and laws. The parties to this Agreement do not require the consent of any person who is not party to this Agreement to rescind or vary this Agreement at any time.
- **15.9. Construction.** The official text of this Agreement shall be in English. In the event of any dispute concerning the interpretation or construction of this Agreement, reference shall be made only to this Agreement as written in English. Should it be required to translate this Agreement into the

Arabic language or any other language, the Arabic language version of this Agreement shall nevertheless prevail. The headings and subheadings contained herein shall not be considered a part of this Agreement. This Agreement may be executed in multiple counterparts, all of which shall constitute one agreement.

15.10. Other Parties Appointment. OAB may appoint other parties to provide some or all of the Services under this Agreement. You agree that such parties shall have the benefit of any provisions of this Agreement, which limit OAB's liability.

16. GOVERNING LAW AND DISPUTE RESOLUTION.

This Agreement and any dispute, claim or issue arising out of or in connection with this Agreement, whether of a contractual or non-contractual nature, shall be governed by the laws of the Sultanate of Oman. You and OAB agree to irrevocably submit to the exclusive jurisdiction of the courts of the Sultanate of Oman.

For and on behalf of the Bank	For and on behalf of the Customer
Signature:	Signature:
Name:	Name:
Date:	Date: