

BANKI PREPAID CARD – GENERAL TERMS AND CONDITIONS

The following terms and conditions ("**Terms and Conditions**") are applicable to the Card (as defined below) and you agree to be bound by the Terms and Conditions, as the same may be amended, supplemented, updated, replaced or otherwise varied by OAB from time to time.

1. DEFINITIONS

- 1.1. "**Activate, Activated, and Activation,**" means the activation of the Card to enable you to use the Card. The Card can be activated through OAB ATMs.
- 1.2. "**Account**" means an account maintained at OAB by the Card applicant.
- 1.3. "**ATM**" means automated teller machine.
- 1.4. "**OAB**" means Oman Arab Bank.
- 1.5. "**Card**" means the Prepaid card issued to a Cardholder by OAB.
- 1.6. "**Card Account**" means the account maintained by OAB for debiting all Card Transactions entered into by the Cardholder together with fees and other Card Charges.
- 1.7. "**Cardholder**" means a person over 10 years of age who is the principal user of the Card.
- 1.8. "**Card PIN**" - means 4 digit code set in confidentially by the Cardholder at the time of Card activation.
- 1.9. "**OAB Online**" means online banking services of OAB.
- 1.10. "**POS**" means point of sale terminal.
- 1.11. "**You**" means the applicant of the card application request and Account holder at OAB.

2. BINDING EFFECT

- 2.1. By requesting this Card, you acknowledge and agree that these Terms and Conditions and any as other information regarding the Card, are published and may be accessed online at [www.oman-arabbank.com] , and you acknowledge and agree to keep yourself updated with the most up to date and current version.
- 2.2. In addition to these Terms and Conditions, you continue to be subject to (i) the General Terms and Conditions of Account Opening, and (ii) the OAB Debit Card Terms and Conditions, copies of which will be made available to you upon your request.

3. APPLYING FOR AND ACTIVATING THE CARD

- 3.1. The Card will be requested following our acceptance of your application submitted at OAB branches and verification of Cardholder identity. You will need to provide us with sufficient details to enable us to verify Cardholder, including but not limited to details of identity documents (e.g. passport or National ID details) before we are able to submit your Card request.
- 3.2. Once you have successfully gone through the application process successfully, the Card will be issued for you. You will be able to activate the Card from any of OAB ATMs. Funds can be loaded to your Card through OAB Online.
- 3.3. You will need to use your Card PIN for making purchases at POS and when withdrawing cash at ATMs using Card. You should memories the Card PIN to prevent unauthorized use of the Card.

4. The Card

- 4.1. The Card is the property of OAB and must be surrendered to OAB upon demand.
- 4.2. The issue and use of the Card shall, in addition to the terms and conditions, be subject to the regulatory directives applicable from time to time.
- 4.3. The Cardholder shall under no circumstances whatsoever allow the Card to be used by any other individual and should sign on the back of the Card immediately on receipt and shall ensure its safe custody.
- 4.4. The Cardholder shall not permit any other person to use the Card and shall at all times safeguard the Card and keep it under his/her personal control.
- 4.5. The Cardholder shall prevent the PIN becoming known to any other person.
- 4.6. The Cardholder shall not disclose the Card number to any third party except for the purpose of payment of Card Charges or loss or theft of the Card.
- 4.7. OAB reserves the right to decline any request for replacing of the Card or renewing the Card at its sole discretion, without being obliged to assign any reason for its refusal whatsoever.
- 4.8. If the Cardholder, for any reason whatsoever, wants to stop using the Card or wants to cancel the Card, he/she shall be solely responsible for invalidating the Card by destroying the same under intimation to OAB. In the event charges are incurred on the Card after the Cardholder claims to have destroyed the Card, the Cardholder shall be entirely liable for the charges incurred on the Card whether or not the same are the result of the misuse and whether or not OAB has been intimated of the destruction of the Card.
- 4.9. On request from the Account Holder, OAB may at its own discretion, issue additional Cards and PINs for use by the person/s nominated by the Account Holder subject to the terms and conditions.

5. Use of the Card

- 5.1. The Card may only be used by the designated Cardholder whose name appears on the face of the Card; subject to the terms of this Agreement current at the time of use; within the Card available balance as advised to the Cardholder by OAB from time to time during the validity period embossed on the Card.
- 5.2. Subject to the right of OAB, in its absolute discretion and without prior notice, OAB may withdraw the right to use the Card temporarily or permanently, or refuse any request for authorization of any particular Card charges.
- 5.3. OAB will not guarantee goods or service purchased on the Card or entertain disputes between the Cardholders and Insurance Company or any third party for the matter.
- 5.4. The Card may be used (i) only within the card available balance, and (ii) within the validity period embossed on the Card.
- 5.5. The Cardholder's right to use the Card shall determine forthwith in the event of termination pursuant to Clause 12 herein below, or in the event of loss or theft of the Card.
- 5.6. The Cardholder hereby requests that renewal and/or replacement Cards be issued to each Cardholder until such time OAB is notified by You otherwise.
- 5.7. The Cardholder accepts full responsibility for wrongful use of the Card in contravention of the terms and conditions and undertakes and agrees to indemnify OAB against any loss, damage, interest, conversion or any other financial charge that OAB may incur and/or suffer in the Cardholder committing violation of the terms and conditions.
- 5.8. The minimum and maximum amount that can be accessed in a single/multiple charges on the Card will be decided by OAB at its sole discretion. The number of transactions permissible in a period of time, will be as decided by OAB at its sole discretion.
- 5.9. OAB reserves unto itself, the absolute discretion and liberty to decline or honor any authorization requests on the Card without assigning any reason.

- 5.10. OAB reserves the right, in its absolute discretion and without prior notice, at any time to withdraw the Cardholder right to use the Card and reserves the right to communicate such withdrawal of the right to use the Card or refusal for authorization to any person.

6. Loading and Transfer Funds

- 6.1. In order to use your Card to make purchases or to withdraw cash, funds need to be loaded onto your Card. You can load and transfer funds of your Card from OAB Online.
- 6.2. The Card use is limited to the amount pre-loaded and standing to the credit of the Card and any other limits referred to in Agreement. Cardholder agrees not to overdraw his Card Account with OAB with the Card or draw in excess of the permitted limit as agreed with OAB. OAB may, in accordance with the agreement, debit any account maintained by the You at OAB in settlement of Cardholder liabilities.

7. Managing your Funds

You can check Card transactions and the balance of your Funds and any loaded Amount by logging on to OAB Online.

8. Charges

- 8.1. The Charges comprise each of the following:
- a. Voluntary charges comprises of any charges payable by the Cardholder to OAB from time to time including without limitation: (i) the amount of any purchase of goods and/or services made by a transaction instructions, (ii) the amount of any Cash Advance provided pursuant to a transaction instruction, (iii) any other amount chargeable to the Card Account by virtue of a transaction instruction, (iv) any amount which OAB is requested to debit to the Card Account and which the OAB are pursuant to such request.
 - b. Involuntary charges includes without limitation, (i) any fees charged by OAB in respect of a Card Account or Card, including joining, annual replacement, adding funds to Card, cash out funds from Card, purchased or availed of, by the Cardholder from service establishments including on account of any delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods.
- 8.2. OAB record of the amount of any charges, shall in the absence of manifest error, be final and binding on the Card member and shall be conclusive in any case where OAB has effected any payment pursuant to a voluntary charge.
- 8.3. When any goods purchased/to be purchased or services availed/to be availed by use of the Card, the Cardholder will be billed in the statement of the Card Account. As purchase and cancellation are two separate transactions, the Cardholder will have to pay for the purchase as per the billing. For any subsequent cancellation, the amount will only be Debited to the Card Account (less cancellation charges, if any) as and when received from the service establishments/banks.
- 8.4. You and the Cardholder shall be jointly and severally liable to pay to the Bank all amounts so debited, unless disputed by the Cardholder.
- 8.5. The amount of any Card transaction incurred in a currency other than the Omani Rial will be converted at an exchange rate determined by the Scheme, as on the date when the transaction is debited to the Card Account.

9. Fees

You agree to pay and authorize OAB to debit your Account for the fees set out in Tariffs of Charges as soon as they are incurred. Unless otherwise specified, all fees will be debited in OMR.

10. Limits

- 10.1. Most ATM operators limit the minimum and maximum amounts that can be obtained in a single transaction. These amounts may also be limited (in some countries) by regulatory controls.
- 10.2. POS and other transactions would also be subject to maximum transaction limits set out by OAB.

11. Termination

- 11.1. You and/or the Cardholder may terminate this Agreement by written notice to OAB but such termination shall only be effective on the return to and receipt by OAB of the Card.
- 11.2. Unless otherwise agreed by OAB on the death of the Cardholder or upon the breach of any of these Terms and Conditions by the Cardholder, this Agreement shall stand terminated.
- 11.3. OAB may terminate this Agreement at any time by cancelling or refusing to renew or replace the Card with or without prior notice and with or without cause. Unless and until such termination takes place, OAB shall provide a new Card to the Cardholder from time to time upon expiry, loss or destruction of the old Card.
- 11.4. Upon termination, the residual balance, if any, after adjusting the Cardholder's outstanding liability in the Card Account shall be released by OAB to the Cardholder.

12. Loss of the Card

- 12.1. If a Card is lost or stolen, or for any other reason liable to be misused, or if the PIN disclosed in breach of these terms and conditions, the Cardholder must notify OAB immediately by telephone number +968 24754000. However reporting the loss should be carried out in writing within 24 hours from the call and sent to OAB.
- 12.2. OAB may upon adequate verification temporarily suspend the Card Account and will not be liable for any inconvenience caused to the Card Member on this Account.
- 12.3. If a Card is lost/stolen or for any reason is liable to be misused, the Cardholder must file a report with the Law Enforcement Authority and send a copy of such a report to the Bank. The Cardholder will be liable for charges incurred on the Card until the written notice detailing the loss or theft of the Card is received by the Bank.
- 12.4. If the advice of the loss/theft/apprehension of misuse is given verbally, it should be confirmed in writing to OAB on the next working day. If confirmation is not received within the next working day, any disputes thereon shall not be entertained by OAB.
- 12.5. A Card if reported lost or stolen and subsequently found should not be used and the Cardholder shall be solely responsible for invalidating the Card under intimation to OAB.
- 12.6. The Cardholder is responsible for the security of the Card and shall take all steps for ensuring the same.

13. Variation of the Agreement

- 13.1. We may change these Terms and Conditions (including bringing in new fees, changes in the fees or limits, changes in the services we offer and changes to the Agreement) at our discretion without any further notifications. The changes will be updated on our website – <https://www.omn-arabbank.com/home/terms-and-conditions/>.
- 13.2. We will not be in breach of this Agreement if we take steps in order to comply with any laws or other legal obligations.
- 13.3. We will not be in breach of this Agreement if we take necessary action in order to make a change necessitated by an immediate need to restore or maintain the security of the system or the Card.

14. Indemnity

OAB shall not be liable for losses, damages, expenses, claims or any other liability whatsoever, whether direct, indirect, consequential, incidental, special or punitive, sustained by the Scheme Participants as a result of the availability, non-availability, maintenance or operation of the Scheme.

15. Miscellaneous

15.1. All determinations to be made under the Card shall be made by OAB at its absolute discretion and on the basis its records, and each such determination shall be final, conclusive and binding.

15.2. OAB reserves the right, at any time, at its absolute discretion, without notice and without liability whatsoever on its part, to supplement, amend, replace, delete or otherwise vary any of the Terms and Conditions as well as the terms and conditions of any other set of terms and conditions referred to in these Terms and Conditions, and to change, vary, modify, terminate or cancel the Scheme or any of its benefits or features, or otherwise do any other act with respect to the whole or any part of the Scheme.

16. Governing law and dispute resolution

These terms and conditions are governed by the laws of the Sultanate of Oman. Any disputes arising in, out of, or in connection with these Terms and Conditions shall be referred to the competent courts in the Sultanate of Oman.

17. Legal Action

If, for any reason, You and/or the Cardholder fails to comply with these Terms and Conditions, OAB is compelled to commence legal proceedings against You and/or the Cardholder then and in that event You and/or the Cardholder shall be responsible for the discharge of all legal cost, charges, fees and expenses incurred by OAB in such legal proceedings.