



بنك ظفار  
BankDhofar

# Terms & Conditions Governing Accounts

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## Terms & Conditions Governing Accounts

- 1) **“Access Code(s)”** mean the secret combination(s) of numbers (e.g. CIN, PIN, TPIN, etc.) Allocated to the Customer for accessing the Service(s);
- 2) **“Account Opening Form”** means the account opening form completed and executed by the Customer or on behalf of the Customer (by a person duly authorized by the Customer) for the purpose of opening an Account;
- 3) **“Account Statement”** means a document issued by the Bank to its Customers, listing details of debit and credit transactions over a given period with a resultant balance of the Account;
- 4) **“Account(s)”** means any existing account(s) maintained by the Customer with the Bank and includes any other account(s) that may be opened in future;
- 5) **“Additional Terms and Conditions”** mean any expressly agreed or specific terms and conditions governing the use of a particular Account or Service by the Customer;
- 6) **“Agent”** means the authorized Bank representative at the Call Center;
- 7) **“Alternative Delivery Channels”** means any official Bank channel enabling the Customer to conduct self-services by interacting with these channels, including but not limited to, ATMs/ CDMs/ mobile banking/ internet banking/ call center /telephone banking/SMS banking etc. or any additional channels which may be introduced by the Bank from time to time
- 8) **“Applicable Law”** means the laws of the Sultanate of Oman as amended from time to time;
- 9) **“ATM”** means an Automated Teller Machine;
- 10) **“Bank”** means Bank Dhofar (S.A.O.G);
- 11) **“Business Day”** means a day on which banks are open for business in the Sultanate of Oman;
- 12) **“Call Center”** means the call center set up by the Bank to provide its Customers with call center service(s);
- 13) **“Card”** means a Bank Dhofar Visa Electron Card, which may be used to under- take card transactions;
- 14) **“CBO”** means Central Bank of Oman;
- 15) **“CCS”** means the Call Center Service;
- 16) **“CDM”** means Cash Deposit Machine, which is a smart machine provided by the Bank to facilitate customers to deposit cash to their own accounts or any other customer’s accounts opened within the Bank.
- 17) **“CIN”** or **“Customer Identification Number”** means the unique customer identification number allotted by the Bank to Customers who subscribe to the Call Center Service;

- 18) **“Credit Card”** means is a payment card issued to users as a system of payment. It allows the cardholder to pay for goods and services based on the holder’s promise to pay for them. [1] The issuer of the card creates a revolving account and grants a line of credit to the consumer (or the user) from which the user can borrow money for payment to a merchant or as a cash advance and make internet based transaction’s including mail and telephone order.
- 19) **“Customer”** means person(s), natural or juristic, who has/have applied to open or already maintain(s) an Account with the Bank and mayor may not subscribe to the Service(s) of the Bank;
- 20) **“Debit card”** (also known as a bank card or check card) is a plastic payment card that provides the cardholder electronic access to their bank account(s) at a financial institution. Some cards may bear a stored value with which a payment is made, while most relay a message to the cardholder’s bank to withdraw funds from a payer’s designated bank account. The card, where accepted, can be used instead of cash when making purchases, cash withdrawal and can be used for Internet based transactions.
- 21) **“E-device”** means a mobile phone or other device capable of receiving SMS text messages and/or E-mails;
- 22) **“EFTPOS Facility”** means the Electronic Funds Transfer at Point-of-Sale facility;
- 23) **“Electronic Signature”** means signing an electronic message or transaction in the form of letters or digits or symbols or signs or others and should be unique capable of determining the character of the person signed and identifying him from others.
- 24) **“E-mail”** means the system of world-wide electronic communication for sending and receiving messages electronically over a network (such as internet, intranet, etc.) between computer(s) and / or other device(s) equipped for such facility;
- 25) **“General Terms & Conditions”** means these terms and conditions governing the banking relationship between the Bank and the Customer;
- 26) **“Instructions”** means instructions received by the Bank from the Customer through the Service, which have been authenticated by the PIN or TPIN;
- 27) **“IVR”** means Interactive voice response (Call center operator machine where the customer can call the bank IVR to access his account and use bank services.
- 28) **“Mobile Phone”** means any mobile phone or other equipment / devices used to access / provide the Bank’s SMS Banking Service;
- 29) **“OCL”** means the Oman Commercial Law promulgated pursuant to Royal Decree 55/90;
- 30) **“OTP”** means the One Time Password, consisting of four (4) numeric digits, generated by the Bank’s systems and sent to the Customer’s mobile as a security measure and authentication tool for the completion of certain transactions or requested service.
- 31) **“PIN”** means the Personal Identification Number issued to the Customers who subscribe to the ATM Facility;

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- 32) **“Pull Message”** means a correctly formatted SMS message sent by a Customer to the Bank’s SMS Banking Service requesting information as per pre-agreed terms;
- 33) **“Pull Response”** means the data transmitted by the Bank in response to a Pull Message;
- 34) **“Push Message”** means the data transmitted by the Bank in response to pre-agreed notifications required by the Subscriber;
- 35) **“Service(s)”** mean the electronic delivery channels such as the ATM facility or SMS Banking Service or the Call Center Service provided by the Bank to the Customer;
- 36) **“SMS”** means Short Message Service which is a form of text-based messaging available on mobile phones;
- 37) **“Tariff”** means the document containing the charges/fees levied by the Bank for various products and services;
- 38) **“TISP”** means a telecommunication and/or internet service provider;
- 39) **“TPIN”** means the Telephone Personal Identification Number, which consists of four (4) numeric digits chosen by the Customer and is used as a security measure and authentication tool.

## General Terms and Conditions

### 1. Application

These General Terms and Conditions govern the use of all Accounts and Services by the Customer. It is clarified that the General Terms and Conditions are to be read in conjunction with the Additional Terms and Conditions subject to which any Account or Service provided. In the event of any conflict between the General Terms and Conditions and the Additional Terms and Conditions, the latter will prevail to the extent of such conflict.

### 2. Statements of Account

- 2.1. The Bank will send the Customer an Account Statement at such intervals as may be stated in the Account Opening Form pertaining to the Account.
- 2.2. The Customer agrees to carefully examine each Account Statement and to give notice to the Bank, in writing, of any errors, discrepancies, unauthorized debits or anomalies promptly (but in any event within thirty (30) days from the date of receipt of such Account Statement). Failure to give notice by the Customer to the Bank of any purported errors shall result in the Customer being deemed to have accepted and approved the contents of the Account Statement.
- 2.3. All Account Statements received by the Customer through electronic means (including but not limited to facsimile, E-mail, ATM and SMS) shall constitute duplicate statements of account and will be prepared by electronic means and the information contained therein will be extracted from the Bank’s computer systems. While the Bank will take all reasonable steps to ensure the accuracy of the statement, the Bank will not be liable for any error or omission therein.

### **3. Deposit of Cheques / Payment Orders /Incoming Fund Transfers**

- 3.1. Notwithstanding the provisions of Article 345 of the OCL, it is hereby agreed that deposits in any Account may be made at any branch of the Bank in the Sultanate of Oman subject to production of satisfactory evidence of the Customer's identity and the necessary details of such Account. All such deposits shall be credited to the Account at the branch where it is held.
- 3.2. All instruments like cheques, payment orders, dividend warrants, bills and notes, etc. shall be accepted by the Bank for collection without assuming any responsibility as to the form, regularity or authenticity of such instruments. It is clarified that when acting as aforesaid, the Bank acts merely as the Customer's collecting agent and assumes no further responsibility.
- 3.3. Proceeds of instruments deposited for collection shall not be available for withdrawal until confirmation that cleared funds have been received by the Bank.
- 3.4. Other incoming fund transfers favoring the Customer will be accepted by the Bank without assuming any responsibility as to the source or origin of such transfer.

### **4. Withdrawal of Cash/Issuance of cheques /Payment orders and outgoing fund transfers**

- 4.1. Notwithstanding the provisions of Article 345 of the OCL and subject to the provisions of Clauses 4.2 and 4.3 below, it is hereby agreed that all withdrawals on any of the Accounts may be made at any branch of the Bank in The Sultanate of Oman subject to production of satisfactory evidence of the Customer's identity and the necessary details of such Account and subject to the Bank's current charges as may be applicable. All such withdrawals shall be debited to the Account at the branch where it is held.
- 4.2. Drawings will not be permitted against un-cleared funds and the Bank reserves the right to return cheques and other payment instruments, drawn on an Account with insufficient funds and to impose a service charge in respect of each returned cheque or other payment instrument.
- 4.3. Cash withdrawals on any Business Day from any Account may also be subject to a daily maximum amount set by the Bank.

### **5. Additional Facilities**

- 5.1. Before availing of additional or enhanced facilities, the Customer may be required to provide additional information and/ or execute additional documentation, including acceptance of any Additional Terms and Conditions, upon which the grant of such additional/ enhanced facilities may be conditional. By subsequently operating an Account in respect of which additional or enhanced facilities have been sanctioned, the Customer is deemed to have accepted all such Additional Terms and Conditions.
- 5.2. Customers may avail Bank's services on processing payroll transactions by providing the specific applications available with applicable terms & conditions.

- 5.3. Customers may avail Bank's services on outward remittances using the designated "Application for Telegraphic Transfers" available in the Bank as per the terms & conditions given therein or may request vide a letter providing the required mandatory information in such event customers are bound by the applicable terms & conditions stipulated on the designated "Application for Telegraphic Transfers".

## **6. Foreign Currency Accounts**

Any foreign currency account of the Customer is deemed to be held in that foreign currency. Governmental measures and / or restrictions whether international or domestic in the relevant country of such currency affecting the Bank shall correspondingly apply to the Customer's balances in that currency and the Bank shall not be liable to the Customer for any loss, delay, liability or damage whatsoever arising pursuant thereto. Deposits, withdrawals and dealings on any foreign currency account may be subject to special conditions and commission charges as shall be notified to the Customer by the Bank.

## **7. Right of Set-Off and Security Rights**

- 7.1. The Bank shall have the right to set-off all and any credit balances of the Customer including any balances in foreign currency accounts in settlement of all and any indebtedness of the Customer at any time to the Bank. It is agreed that notwithstanding the provisions of Article 346 of the OCL, all Accounts of the Customer with the Bank at any of its branches shall be treated as a single combined account.
- 7.2. It is agreed that notwithstanding the provisions of Article 348 of the OCL any securities or other assets (including but not restricted to term deposits, cash deposits, sums standing to the credit of any Account or any other sum owing by the Bank to the Customer) which are held in the name of the Customer by the Bank shall be held as security for the payment of any amount due to the Bank together with all interest and other charges arising under an Account or otherwise. The Bank shall have the first right to set-off any liability owed by the Customer to the Bank against such security.
- 7.3. Without prejudice to the provisions of Article 347 of the OCL it is agreed by the Customer that the security rights set out in this Clause 7 shall extend to Accounts held by the Customer jointly with other persons.
- 7.4. The security provided under Clause 7 shall be in the nature of a continuing security for the discharge in full of the Customer liabilities that may now or hereafter be payable to the Bank and shall not prejudice any other security or rights, which the Bank may have.

## **8. Authorization to Debit**

- 8.1. The Bank is authorized to debit any of the Accounts with all fees, interest, commissions, taxes, charges, duties, penalties and other expenses paid or incurred by the Bank on behalf of the Customer or arising out of any dealings between the Bank and the Customer, which arises in relation to the operation of the Account (or provision of any Service(s)) and the Customer confirms that no other means of authorization is required for such amounts debited.

8.2. All authorization conferred by the Customer to the Bank under these Terms and Conditions shall not be revoked or terminated so long as the Customer continues to have an Account with the Bank.

## 9. Records

The Bank's records relating to the Account(s) shall, except in case of manifest error, be deemed to be correct and binding and any statement or certificate duly signed by an authorized official of the Bank shall be deemed conclusive evidence of the status of the relevant Account and the Customer shall be deemed to have waived any right to contest the validity of the Bank's records save for manifest error.

## 10. Nominating authorized representatives for specific task

Customers may nominate an authorized person/s to collect bank documents on by providing the specific application/form available in the Bank namely "Authorization to Collect Bank Documents & Receive Information" duly authenticated as per account operative instruction.

## 11. Copyright

Copyright in any products and/ or services extended to the Customer remain the property of the Bank, together with the copyright interest in all documentation, systems and processes (including software) used in the banking relationship with the Customer. The Customer is not authorized to copy / reproduce these in any form either in whole or in part or permit any other party to do so.

## 12. Closure of Accounts

12.1. The Bank may at any time close or suspend dealings in an Account at its absolute discretion without giving any reason therefor or giving prior notice to the Customer.

12.2. The Closure of an Account does not discharge the Customer from any and all outstanding obligation(s) that may still exist at the time of the closing of such Account and shall thereafter continue.

12.3. In the event that the Customer has been provided with a cheque book, upon closing of an Account, the Customer hereby undertakes to immediately return to the Bank all unused cheques.

## 13. Disclaimer of Liability

13.1. The Customer agrees that the Bank shall not be liable for any loss or damage, which may occur or arise as a result of any action (of omission or commission) taken by the Bank:

13.1.1. in accordance to the Customer's written instruction(s);

13.1.2. in connection with the Account(s) subsequent to the death, bankruptcy or incapacity of the Customer (whether or not a joint account holder) unless and until the Bank has received written notice of such death, bankruptcy or incapacity signed by a duly authorized representative of the Customer and supported by documentary evidence acceptable to the Bank;



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13.1.3. Pursuant to any change of Applicable Law or to any order of the CBO or any government authority.

For the purposes of this Clause 13.1, it is clarified that the Bank shall not be under a duty to examine or verify the validity of the content, correctness, or genuineness of any instruction given by, or on behalf of, the Customer and shall not be liable in respect of any defect in the validity of the content, correctness, genuineness of any instruction of the Customer.

13.2. Without limiting any other provisions of this Clause, the Bank shall not be liable for any error or omission which is rectified by the Bank within a reasonable time after the Bank has knowledge thereof and the Customer hereby waives, to the fullest extent permitted by law, any claim against the Bank in respect of any such error or omission.

13.3. The Bank will not be held liable for any misunderstanding, mutilations, delays or faulty transmissions of instructions and communications, as a result of the use of postal, telephone, facsimile, telegraph, telex, SMS, E-mail or internet services or whatever other means of communication between the Customer and the Bank as well as between the Bank and third parties, except for the Bank's gross negligence.

13.4. The Bank shall not be responsible for any loss and/or damage resulting from any matter beyond the Bank's control, including but not limited to Force Majeure or disturbance in the operations or business of third parties.

13.5. The Bank shall not be liable for any delay or failure in providing any of the Bank's equipment or other facilities or services to the Customer to the extent that it is attributable to any cause beyond the Bank's reasonable control including any equipment malfunction or failure and under no circumstances shall the Bank be responsible to the Customer or any third party for any indirect or consequential losses arising out of or in connection with such delay or failure.

13.6. It is agreed that the Bank at all times will be in compliance with local as well as international rules and regulations applied to the Services provided by the Bank and the Bank will not be liable if it fails or delays to perform or provide the Service(s) as a result of such compliance.

## 14. Indemnity

The Customer shall indemnify the Bank from and against any loss or expense whatsoever which the Bank may sustain or incur as a result of any breach by the Customer of these General Terms and Conditions or in any way connected with the Customer maintaining the Account(s) with the Bank, including without limitation any loss or expense incurred by the Bank in liquidating any deposits and any legal fees incurred or to be incurred by the Bank in enforcing or protecting the Bank's right under or in connection with these General Terms and Conditions and/or the Account(s) and the Bank, at any time, shall have the right to set off the Account(s) against all or any of the aforesaid losses or expenses.

## 15. Warranties

The Customer Warrants that:

- 15.1. as at the date of applying for the opening of an Account, the Customer is solvent and has not ceased to make payment of any debts within the meaning of Article 609 of the OCL;
- 15.2. regardless of whether the Account Opening Form is completed by the Customer or by the Bank and processed electronically or manually, the Customer will review all information to confirm that the particulars are true and accurate before executing the Account Opening Form.
- 15.3. all particulars given to the Bank in documentation relating to the Account are true and accurate as at the date of such submission and that the Customer will immediately notify the Bank, in writing, of any changes thereto; and
- 15.4. in the event that the Customer is an incorporated entity, all documentation submitted in support of an application to open an Account and any other documentation completed in connection with Account(s) shall be validly signed by a duly authorized representative or representatives of such Customer in accordance with its constitutional documents and all formalities essential for the valid execution of such documents shall be observed.

## 16. Confidentiality

Notwithstanding the provisions of Article 70 of Royal Decree 114/2000 (the Oman Banking Law) the Bank is expressly authorized by the Customer to disclose any information concerning the Customer to any third party and the Customer's right to receive notice from the Bank with respect to such disclosure is waived to the fullest extent permissible under Applicable law.

## 17. Amendment

The Bank reserves the right at any time to revise or amend all or any of the General Terms and Conditions, in whole or in part, without prior notice to the Customer and such revised or amended terms and conditions shall be binding on the Customer.

## 18. Severability

Each of the terms and/or conditions set out herein is severable and the invalidity, unenforceability or illegality of anyone or more of such terms or conditions shall not affect the remaining terms and conditions, which shall remain in full force and effect.

## 19. Waiver

Any delay, forbearance, failure, indulgence, concession, settlement or arrangement that the Bank may at its discretion allow or provide in the fulfillment of these General Terms and Conditions by the Customer, shall not mean or be taken as a waiver on the part of the Bank of any of its rights thereunder.

## 20. Applicability

The agreement constituted by the account opening form, any other documentation relating to the Account and these General Terms and Conditions shall continue to be binding on the Customer in all respects towards the Bank and the Bank's successors or assigns and shall in no way be affected nor shall the liability thereunder of the Customer be in any way diminished by any change in the Bank's constitution or that of its successors or assigns, or by the Bank's absorption, merger or amalgamation of with or by any other company or bank or by government order. The obligation represented by such agreement shall not be assigned or transferred in any manner whatsoever by the Customer without the Bank's prior written consent.

## 21. Electronic Signature

- 21.1. Electronic signature refers to customer specimen signature to be signed on electronic forms/application instead of manual signatures on physical documents. Electronic signatures will be processed through signature pad device that capture customer signature and converted to electronic format/ image.
- 21.2. The bank at its discretions will utilize electronic signatures for processing of customer's transactions and applications. Electronic signature is acceptable mode of obtaining customer signature via electronic device "signature pad" and have the same legal implications as signing on physical documents. Prior to signing for authorization of any transaction/application, the customer is liable to review all his/her transaction/application details and in case of any discrepancies the same shall be notified immediately to the bank staff processing customer's transaction/ application. This practice will be utilized in all types of transactions, including but not limited to opening of new accounts, loans, cash, local/foreign remittances etc.
- 21.3. As per E-Transaction law, the definition of Electronic Signature as following:  
"Signing an electronic message or transaction in the form of letters or digits or symbols or signs or others and should be unique capable of determining the character of the person signed and identifying him from others".
- 21.4. The bank at its discretions will deploy the electronic signature system as a tool for obtaining customer signature against banking transactions or requests or instructions submitted in electronic formats instead of physical documents, including but not limited to documents pertaining to account opening and all related services, loans and all related services, cash deposit and withdrawal, local or foreign currency remittances etc.
- 21.5. The customer, by signing on electronic documents or application forms pertaining to related banking transactions either be financial or non-financial transactions, the customer is fully responsible and liable to check the accuracy of details displayed on the designated customer's screen for sign-off. In case discrepancies found or if any changes desired must immediately be notified to the bank staff prior placing any signature on signature screen.

## 22. Notices

All Account Statements, notices and other communications shall be dispatched or delivered by the Bank (unless requested in writing by the Customer to do otherwise) to the Customer at the address notified by the Customer to the Bank in writing.

Notices and other communications may also be electronically delivered to the Customer via ATM screen message or via SMS or via facsimile or via E-mail or through any other Alternative Delivery Channels. Notices shall be deemed to be received by the Customer when delivered to the Customer's address, mobile number, facsimile number, or via an ATM screen, or if posted, five days after being posted, or if emailed, immediately after being emailed or immediately when sent through another Alternative Delivery Channel. The Customer shall inform the Bank as soon as possible if any such statement, notice or communication is not received by the Customer when due.

## 23. Erroneous Credit or Debit

In case of an account being credited or debited with an erroneous entry the Bank shall reverse such entries immediately upon being noticing and/or notified such transaction without prior consent of account holder.

## 24. Fees & Charges

The Bank shall be entitled to debit the Account with any charges, fees or expenses payable for services rendered by the Bank, and also debit fees and charges for the non-maintenance of minimum balance in the Account. The customer acknowledges and accepts the charge fixed by the Bank and Central Bank of Oman, and understands that the fees and charges may be revised from time to time at the Bank's sole discretion provided that such revised fees and charges shall not exceed the respective limits declared by CBO.

## 25. Terms & Conditions relating to FOREIGN ACCOUNT TAX COMPLIANCE ACT [FATCA]

25.1. Customer hereby provides consent to and authorize the Bank Dhofar or any of its affiliates (the Bank) to disclose, furnish or share information pertaining to my / our account to domestic or overseas regulators or tax authorities where necessary to establish tax liability in any jurisdiction inter alia Sultanate of Oman and USA under FATCA or any other obligations.

25.2. Customer agrees that the bank can with-hold on the payments as required under banks FATCA obligations.

25.3. Customer may further give a valid and effective waiver to the bank on banking law requirements to report his/her/their information under banks FATCA obligations.

25.4. Customer acknowledge that the Bank will have an undisputed right to close the account to comply with banks FATCA obligations.

25.5. Customer undertake to inform the bank wherever there is a change in circumstance which would change FATCA Status under Chapter 4 (as defined in FATCA regulation) within 30 days of such change occurring.

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- 25.6. Customer shall indemnify and hold the Bank harmless against any claim, damages, costs, expenses and other direct and /or indirect consequences of the Bank disclosing, furnishing and sharing any information pertaining to their bank account with any domestic or overseas regulators or tax authorities inter alia Internal Revenue Service (IRS) of USA.
- 25.7. Non FATCA Term & Condition regarding beneficial ownership of account It is hereby solemnly declared and confirmed that I / we are actual and beneficial owner (s) of the account being opened with BankDhofar and the account is not being opened for any third party. This is correct and factual information. In case BankDhofar has any reason to believe that the disclosed information is incorrect and incomplete, the Bank reserves the right to take suitable action against me / us, close the account and may appropriately report to the relevant government authority (ies).

### 26. Current Accounts

The Additional Terms and Conditions in this section apply to Current Accounts.

- 26.1. An illiterate person shall not be eligible to open a Current Account.
- 26.2. The issuance of cheques book(s) in relation to a Current Account is subject to Applicable Law and prevailing CBO regulations.
- 26.3. The type and the number of cheque book(s) issued initially in respect of the Current Account will be at the Bank's discretion and will be carried out only after completion of all account opening formalities.
- 26.4. The Customer is obliged to keep cheque book(s) under secure control at all times and to notify the Bank immediately should any cheques be lost or stolen. The Customer accepts liability for all losses incurred from such loss or theft and shall indemnify the Bank and hold it harmless from any such losses.
- 26.5. The Customer undertakes to observe the instructions printed on the inner cover of the cheque book(s) and undertakes to issue cheques only if funds sufficient to cover the value of the cheques are available in the Current Account on which such cheques are drawn.
- 26.6. The Bank shall be irrevocably authorized to debit and charge to the relevant Current Account of the Customer all cheques, orders and payment instructions signed in accordance with the current signing instructions provided by the Customer to the Bank for that Current Account. However, the Bank may refuse to honor a cheque, order or payment instruction where in the Bank's reasonable belief the cheque has not been correctly completed (including but not restricted to circumstances where the Bank believes that the cheque has not been signed by an authorized signatory or where there are manifest errors in the completion of the cheque or the cheque has not been correctly completed).
- 26.7. The Bank may at its sole discretion grant an overdraft to honor a cheque, order or payment instruction issued by the Customer and the Customer is required to waive any right to immediate notice of overdrawn balance in terms of Article 341 of the OCL. The Bank shall levy interest on such overdrawn balance at the Bank's prevailing overdraft interest rate, and interest shall be capitalized monthly, forming an integral part of the Customer's indebtedness to the Bank.

- 26.8. Any overdraft granted in the Current Account of a Customer shall not prejudice the right of the Bank at any time to refuse to grant a subsequent overdraft or to refuse to increase any overdraft already allowed to the Customer.
- 26.9. The Bank may refuse to honor a cheque which is presented before its due date or after its period of validity, notwithstanding the Bank's right to debit the Customer's Current Account with the value of a cheque after the expiry of the deadline for presentation in accordance with Article 113 of the Oman Banking Law.
- 26.10. In the event that cheques issued by the Customer are returned by the Bank for lack of funds, the Bank shall be entitled to request the return of all un-used cheques and to withdraw cheque book facilities for periods specified under current banking regulations and to levy a charge for each such returned cheque and take any other action deemed appropriate by the Bank.
- 26.11. The Bank will not act on a stop payment order unless received in writing, duly stating the underlying reason. A stop payment order given orally, if accepted by the Bank (at its sole discretion in exceptional circumstances), will be valid only for ten (10) business days within which period a written request should be submitted by the Customer. The Bank must be given reasonable notice to act upon a stop payment order and as such, the Customer should not consider any cheque(s) stopped until a notice of acknowledgement has been received from the Bank. All stop payment orders will be accepted by the Bank at the sole risk and responsibility of the Customer and the Customer is required to indemnify the Bank and hold it harmless in respect of all losses, costs, claims and damages whatsoever which may arise as a result of the Bank accepting any such stop payment order .

## 27. Savings Accounts

The Additional Terms and Conditions in this section apply to Savings Accounts.

- 27.1. Savings Accounts may be opened only by natural persons (singly or jointly) or by their duly authorized representatives.
- 27.2. A Customer may opt to participate in a Prize Draw instead of receiving interest, the eligibility criteria of a prize draw will be published by the Bank as and when such prize draw schemes are launched.
- 27.3. Withdrawal of money from a Savings Account at the Bank's counter will be permitted subject to Customer personally attending and providing the Bank with appropriate identification.
- 27.4. It is clarified that cheque books and passbooks will not be issued in respect of Saving Accounts. Customers will have the option of receiving mini-account statements through ATMs and other electronic delivery channels or obtaining Account Statements from customer service desks at the Bank's branches.

## 28. Call Deposit Accounts

The Additional Terms and Conditions in this section apply to Call Deposit Accounts.

- 28.1. Call Deposit Accounts may be opened by persons whether natural or incorporated.

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28.2. Interest will be paid on the minimum balance maintained in the Call Deposit Account during the period in respect of which interest is paid. Interest will be payable at the Bank's prevailing Call Deposit Rate on a monthly basis.

28.3. It is clarified that cheque books will not be issued in respect of Call Deposit Accounts.

### 29. High Yield Account:

is an Interest bearing savings account. It can be opened by individuals and the deposit amount earns interest on monthly basis subject to maintenance of required minimum balance.

29.1. Interest rates in High Yield account will be subject to change from time to time. All changes in interest rate shall be communicated to customer through mutually agreed mode of communication.

29.2. Interest rate that will be applicable for the account shall be decided by the Bank from time to time. Interest shall be calculated on daily basis and paid monthly.

29.3. No interest will be paid if more than three withdrawals are made from the account during the same month.

29.4. Cheque books will not be issued against High Yield Savings Accounts.

### 30. In operative or Dormant status

If the account does not witness any transactions for 12 consecutive months or for any other duration deemed fit by the Bank, the account shall be automatically classified as a "In Operative" and surpassing further 12 months shall be classified as "dormant account". The account holder shall be able to operate the account only after providing the Bank with a written request for the same".

### 31. OTP [One Time Password]

31.1. The Bank's system may generate OTPs and the same may be delivered to the Customer via SMS and/or email (as applicable), as a security measure and authentication tool for processing and completing financial and/or non-financial transactions initiated by the Customer.

31.2. The Customer is responsible for regularly updating all of his/her contact details (including, but not limited to mobile number or email address) provided to the Bank whenever there is a change of such contact details.

31.3. The Customer is solely responsible for the protection and safe keeping of such OTPs and shall not disclose OTPs to any other person by any means and for any reason whatsoever.

### 32. Time Deposit Accounts

The Additional Terms and Conditions in this section apply to Time Deposit Accounts.

- 32.1. Time Deposit Accounts will be subject to a minimum deposit amount and a minimum deposit period, which may be stipulated by the Bank from time to time.
- 32.2. Interest on a Time Deposit will be payable on maturity at the Bank's Time Deposit Rate prevailing on the date on which the Time Deposit was placed.
- 32.3. Customers will be issued with a deposit advice at the time of opening a Time Deposit Account and where applicable, at the time of its renewal, confirming the amount, period and the rate of interest.
- 32.4. Once a Time Deposit Account has been opened, further deposits to the same account will not be permitted except at the time of renewal.
- 32.5. Withdrawal, in whole or in part, from the Time Deposit Account before the maturity date will be permitted only at the Bank's discretion. In the event of a premature withdrawal being permitted by the Bank,
- 32.5.1. A penalty shall be charged to all the depositors as per the prevalent Bank's tariff drawn-up in line with CBO guidelines.
- 32.5.2. Time Deposit withdrawn within 6 months, shall not be paid any interest.
- 32.5.3. Time Deposit withdrawn after 6 Months - interest on the deposit will be calculated at a rate below the published rate applicable for a period equal to the period the deposit has been maintained with the Bank and paid only for the actual number of completed months. The published rate in this instance will be either the rate prevailing at the time of placing the deposit or that at the time of withdrawing the deposit, whichever is lower.
- 32.6. Unless instructions to the contrary are given by the Customer at the time of placement or at least two Business Days before the maturity date, on maturity the Time Deposit (together with accrued interest where applicable) will automatically be renewed for a similar period, at the prevailing interest rates, and the Customer will be issued with an advice confirming the amount, period and the interest rate of the renewed Time Deposit.
- 32.7. At the time of renewal, any deposit which fails to meet the Bank's criteria stipulated for a Time Deposit Account (as revised from time to time), may at the Bank's option be converted to a Call Deposit Account and interest paid at the prevailing Call Deposit Rate.

### 33. Services

The Additional Terms and Conditions in this section apply where a Customer subscribes to Services that the Bank may offer Customers.

- 33.1. Only Customers, who have a valid Account with the Bank, are entitled to subscribe to the Bank's Services.
- 33.2. Any and all facilities offered as part of Service are provided at the Customer's risk and responsibility and the Customer is responsible for all transactions carried out using the Service(s). The Customer undertakes to indemnify the Bank against any loss or damage that may result from the use or misuse of the Service(s).



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- 33.3. The Bank shall not be liable for any loss or damage caused to the Customer as a consequence of:
- 33.3.1. The Bank's failure or inability to provide a Service or any facilities offered under a Service arising from Force Majeure or due to any error, defect, failure, interruption, malfunction or failure of Equipment;
- 33.3.2. transactions carried out pursuant to an Electronic/ Telephonic Instruction, received pursuant to the Customer's Access Code having been entered or provided (as the case may be) notwithstanding that it is subsequently found that the Access Code was entered or provided by an unauthorized user;
- 33.3.3. a failure or delay in executing an Electronic/ Telephonic Instruction or
- 33.3.4. incorrect execution of an Instruction arising out of
- a) a telecommunication network fault or disruption;
- b) a defect or failure or malfunction in the Bank's Equipment or telecommunications system; or
- c) The Service being unavailable (off-line) for any reason whatsoever.
- 33.3.5. a decision (which shall neither be questioned nor disputed by the Customer) not to carry out any Electronic/Telephonic Instruction, where the Bank has reason to believe that such instruction is not bona fide or is otherwise improper, unclear, vague or raises a doubt;
- 33.3.6. acceptance of Electronic/Telephonic Instruction(s) from one Customer in the case of joint accounts;
- 33.3.7. not verifying the identity of the person issuing Instruction(s) in the name of the Customer (provided that the correct Access Code has been used); or
- 33.3.8. Withdrawing or suspending a Service wholly or in part without prior notice to the Customer.
- 33.4. The Bank does not warrant that the data transmitted by the Bank to the Customer or from the Customer to the Bank, will be secure and disclaims any liability for loss or damage caused to the Customer as a result of a breach of security or confidentiality.
- 33.5. The Customer acknowledges that:
- 33.5.1. the Bank in ascertaining whether or not the Electronic/Telephonic instructions are genuine, will rely solely on the Access Code and the Bank will not undertake any further verification procedures to authenticate such instructions, which purportedly emanate from the Customer;
- 33.5.2. All transactions, other than those which are executed instantaneously or through an agent, will require processing by the Bank and will be carried out only during business hours and the value dates, if any, will follow the operating hours! days as determined by the Bank;

- 33.6. The Bank is irrevocably authorized by the Customer to debit or credit (as appropriate) the Customer's Account(s) in respect of all transactions initiated through a Service. In the absence of sufficient funds in an Account directly linked to such Service the Bank shall be authorized to debit any other Account or Accounts maintained by the Customer with the Bank in respect of such transaction, notwithstanding that the Customer may not have subscribed to the relevant Service in respect of such other Account and no further authorization will be required from the Customer for such amounts debited.
- 33.7. All records maintained by the Bank of transactions carried out by use of the Service(s), whether such records are maintained in physical or electronic form, shall be conclusive evidence of such transactions and shall be binding on the Customer.
- 33.8. Where the Account(s) in respect of which a Service has been subscribed to is held jointly in the names of two or more Customers, anyone of such Customers may utilize the Service and the Bank shall be authorized to hold all such Customers jointly and severally liable for any transactions effected and in respect of any loss or damage sustained by the Bank as a consequence thereof.
- 33.9. The Customer is solely responsible for maintaining the confidentiality of the Access Codes necessary for accessing a Service. In the event that the Customer suspects that an Access Code has become known to any unauthorized person, the Customer must immediately notify the Bank verbally or in writing. In the event that the initial notification is made verbally, such notification must promptly be confirmed in writing. The Bank shall not be liable for any transactions affecting the Customer's Account, which are effected prior to the Bank receiving notice of the breach in security.
- 33.10. The Customer shall indemnify the Bank against any damage, loss and/ or expense, which the Bank may at any time sustain, incur, suffer or be put to as a consequence of:
- 33.10.1. any breach of the terms and conditions on the basis of which the Service is provided; or
- 33.10.2. by refusing or omitting to take any action on the basis of Electronic/Telephonic Instructions issued by the Customer; or
- 33.10.3. the Customer's negligence/ mistake or misconduct; or
- 33.10.4. the Customer's fraud or dishonesty or the fraud or dishonesty of an employee or agent of the Customer; or
- 33.10.5. The introduction by the Customer of viruses or any other harmful programs to the Bank's systems, which will disrupt the Services or the Bank's information technology or communication systems.
- 33.10.6. that the customer indemnifies the bank against any divulgement of information, whatsoever, to the third party about his static / non static security information of his account /card, which may resultantly ended up with a loss to his/her account.
- 33.10.7. That he/she would adhered to all communications issues by the bank time to time as a customer education/awareness via SMS, emails or through any other medium to draw his/her attention to the possible threats and be advised to follow security precautions/ practices in safeguarding his/her account/data/ (e) banking login credentials/passwords etc. with a true letter and spirit

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- 33.10.8. That at the time of traveling abroad I should informed the bank with respect to my international destination and subsequent usage of my card internationally. In case if I have not informed as stated above, the bank has a right to block my card in case of any suspicion which may arise due to the usage pattern on my card.
- 33.11. The Bank may (but is not bound to) suspend or permanently restrict a Customer from accessing a Service without prior notice on the occurrence of any of the following events:
- 33.11.1. the Customer's failure to comply with one or more of these terms and conditions;
  - 33.11.2. the Customer's failure to comply with the terms of any other agreement entered into with the Bank;
  - 33.11.3. the death, insolvency or bankruptcy of the Customer; and
  - 33.11.4. Any other cause arising out of the operation of Applicable Law.
- 33.12. Without prejudice to the provisions of Clause 11 above, the Bank shall be at liberty to withdraw a Service or to suspend access to the Service(s) or any of the facilities provided in respect of a Service without assigning any reason whatsoever and without having to give notice to the Customer of the Bank's intention to withdraw or restrict the Service(s).
- 33.13. In the event the Customer wishes to cease use of a Service, the Customer shall give the Bank not less than seven (7) days' prior notice in writing, for which the Bank's acknowledgement must be obtained.
- 33.14. Issuance of a replacement Access Code will be at the Bank's sole discretion subject to a charge as per the Bank's prevailing tariff at the relevant time.
- 33.15. The fees related to the Bank's services and products are subject to change. The Bank shall inform the Customer of any changes to the fees and the Customer shall pay said charges when availing the Bank's products and services.

## 34. VISA Electron Card

The additional Terms and Conditions in this section apply where a Customer subscribes to a Card.

- 34.1. The Customer may use a Card:
- 34.1.1. in conjunction with the PIN to make cash withdrawals from an Account linked to the Card through the Bank's ATMs or any ATMs which accept Visa Electron cards, up to a maximum daily limit as may be set by the Bank from time to time;
  - 34.1.2. in conjunction with the PIN to transfer funds electronically between Accounts linked to the Card using the Bank's or any other bank's EFTPOS Facility having Visa Electron acceptability;

- 34.1.3. in conjunction with the PIN to obtain information regarding the balance(s) in Accounts linked to the Card and to generate a mini-account statement of such Account(s) and carry out such other transactions and enquiries as may be facilitated by the Bank from time to time; and
- 34.1.4. To pay for goods or services at retailers or suppliers who are authorized by the Bank to accept the Card.
- 34.2. Some or all of the facilities mentioned above (including any other facilities that may be made available in the future) may be restricted to the Bank's ATMs and may not be available at the ATMs of other banks.
- 34.3. The Card is and shall at all times remain the property of the Bank and must be surrendered to the Bank immediately upon the Bank's request. The Bank reserves its right to cancel, suspend or stop the use of the Card without giving prior notice or assigning any reason for such decision and also reserves its right to refuse any request by the Customer for the re-issue or replacement of the Card without assigning any reason for such refusal.
- 34.4. The Customer must take all necessary precautions to prevent the unauthorized use of the Card and to preserve the confidentiality of the PIN. In the event that the Card is lost or stolen or the PIN is disclosed to an authorized person, the Bank must be notified of the same immediately. The Bank shall not be liable for any damage or loss sustained by the Customer arising from or connected with the loss or theft of the Card or disclosure of the PIN as the case may be, before the Bank has been advised of the same in writing or through immediate reporting on 24/7 helpline number of the bank to report his/her card immediately. Any occurrence of card transactions before such reporting(s) to the bank, customer is liable for the said transaction (s) or loss.
- 34.5. The Bank may at its sole discretion issue a replacement Card to a Customer, in the event that an existing Card is stolen or damaged or in the event that the Customer has forgotten the PIN. Issuance of a replacement Card will attract a fee as per the Bank's then current tariff rate.
- 34.6. The use of the Card at ATMs operated by other banks will result in additional charges or fees being levied, which will be debited to the Customer's Account.
- 34.7. Neither the Bank, nor its sub-contractors, employees or agents shall be responsible for any loss or damage arising directly or indirectly as a result of the non-disbursement of cash due to a malfunction or failure:
- 34.7.1. of the Card; or
  - 34.7.2. of the Bank's ATMs or of an ATM belonging to another bank; or
  - 34.7.3. of any equipment used in the normal course of business to effect Card transactions;  
or
  - 34.7.4. due to a temporary insufficiency of cash in an ATM; or
  - 34.7.5. Due to a breakdown in telecommunications or arising from other causes, reasons or circumstances, which prevent Card transactions from being carried out properly.

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- 34.8. Cash and cheques for credit to the Account with the Bank must be deposited only at the Bank's designated ATMs/CDMs and the Bank shall bear no responsibility whatsoever for any such deposits made at the ATMs/CDMs of other banks. Cash deposited will be subject to verification by the Bank prior to deposit to Account. Cheques deposited will also be subject to verification by the Bank and proceeds will be credited only upon realization. The receipt automatically generated by the ATM/CDMs at the time of cheque deposit is based on details input by the Customer and therefore represents the position prior to verification by the Bank. Consequently, the receipt shall have no evidentiary value whatsoever.
- 34.9. Any refund arising from the reversal of a Card transaction will be credited to the Customer's Account only upon receipt of such refund by the Bank
- 34.10. The Bank shall not be responsible for any erroneous payments to any utility company, credit card institutions(s) arising out of wrong input of Consumer's credit card number, account number with the utility provider/company and any other information required. The Customer further confirms and agrees to waive any right which the he may otherwise have for holding the Bank responsible for any mistake or omission caused by the Internet Banking Service and any delay by the Bank due to reasons beyond its control in onward transmission of the funds to the any utility company credit card institution(s) or any payee or Beneficiary which may result in disruption of the utility service or credit card related transactions.
- 34.11. Any supplementary Card issued by the Bank to the Customer will remain the Customer's responsibility and the Customer shall at all times remain fully liable for all debits, charges, costs and expenditure arising from its use or misuse.

### 35. SMS Banking

The Additional Terms and Conditions in this section apply where a Customer subscribes to the Bank's SMS Banking Service (the "SMSBS") by registering a valid Mobile Phone connection (and an E-Mail address where applicable):

- 35.1. Using the SMSBS in conjunction with the registered Mobile Phone connection and an E-device, the Customer will be able to:
- 35.1.1. Use Push Messages, to receive notifications by SMS or E-mail when specific events take place in the Account. These intimations may be general, event-based, amount-based or scheduled as more fully described in the account opening form;
- 35.1.2. Use Pull Messages, to receive Account-specific information such as the account balance, mini-account statement; etc.
- 35.2. In order to register an additional Mobile Phone connection under the SMSBS, the Bank may require the Customer to complete and submit additional documentation. Where a Customer fails to submit such additional documentation, the Bank shall not extend the SMSBS to such additional Mobile Phone connection and the Bank shall also be entitled to withdraw the SMSBS made available to any existing Mobile Phone connection, which has already been registered for the SMSBS.

- 35.3. The Bank will be responsible only for the timely transmission of notifications to the designated local TISP. Eventual delivery of data to the Customer's E-device will depend on the local TISPs (and TISPs outside the Sultanate of Oman where applicable) for whose performance the Bank assumes no responsibility.
- 35.4. Upon receiving a Pull Message, the Bank will transmit the requested data promptly to the local TISP. However, the delivery of the Customer's Pull Message(s) to the Bank and the subsequent delivery of the requested information to the Customer's E-device will depend on the local TISPs (and TISPs outside the Sultanate of Oman where applicable) for whose performance the Bank assumes no responsibility.
- 35.5. Where the action date(s) for periodic data transmission fall(s) on a holiday(s), actual transmission will resume/ take place on the next Business Day.
- 35.6. Where the original communication to the Customer's E-device was unsuccessful due to any reason whatsoever, the Bank shall not be required to retransmit any data. The Bank will not be liable for any consequential loss or damage.
- 35.7. The Customer acknowledges that the data sent by the Bank pursuant to the SMSBS may not include the latest transaction data as the Bank's systems may not have been updated in real time. The Bank will not be liable for any consequential loss or damage.
- 35.8. The Customer is responsible for the safety and security of the Mobile Phone and / or E-device and to ensure that the data stored therein is not accessed by unauthorized persons. The Customer acknowledges that maintaining confidentiality of such data is the duty of the Customer and the Bank shall not be liable for any disclosure of account-related confidential information to unauthorized persons occasioned by the Customer's failure to safeguard the Mobile Phone and / or E-device and the data stored therein.
- 35.9. Any disconnection or change in the number of the Customer's Mobile Phone number and/ or Email address registered for the SMSBS must promptly be communicated to the Bank in writing, so as to protect the interests of all parties including the Bank. The Customer shall indemnify the Bank against any loss or damage that may arise as a consequence of the Customer's failure to notify the Bank of such disconnection or change.
- 35.10. In case of the theft/ loss of the Customer's Mobile Phone and/ or E-device, the Customer must immediately notify the Bank of such theft/loss in writing to protect the interests of all parties. The Customer shall indemnify the Bank for all loss or damage sustained by the Bank on account of the Customer's failure to promptly notify the Bank of the theft/loss of the Customer's Mobile Phone and/ or E-device.
- 35.11. If the Customer fails to pay the applicable fees and charges for the SMSBS for two (2) consecutive months, the Bank will be entitled to cancel the SMSBS without further notice to the Customer.
- 35.12. In the event that the SMSBS is terminated by the Bank for any reason (including but not restricted to breach by the Customer of any terms and conditions, disconnection of the registered Mobile Phone number) the Bank may at its sole discretion re-instate the SMSBS on the Customer's application. However, the Bank reserves its right to impose a reasonable reinstatement charge.

### 36. Call Center

The Additional Terms and Conditions in this section apply where a Customer subscribes to the CCS.

- 36.1. The CCS enables the Customer to obtain information from the Bank or to instruct the Bank to execute a transaction over the telephone through the Call Center IVR.
- 36.2. To access the CCS, the Customer will be required to connect using the advertised Call Center telephone number (24791111) and to provide the Agent with the CIN and the TPIN.
- 36.3. The Agent has the right to ask random security questions to verify the Customer's identity at any stage during the telephone call.
- 36.4. The CIN and TPIN are issued at the Customer's risk and responsibility and the Customer is responsible for all actions carried out using the CIN and TPIN. Customer undertakes to indemnify the Bank against any loss or damage that may be caused to the Bank arising from the use or misuse of the CIN and / or TPIN.
- 36.5. In the event the Customer has forgotten or can no longer recall the TPIN, it will be the Customer's responsibility to apply for a fresh TPIN.
- 36.6. The CCS will be available to all existing Accounts and any accounts that may be opened by the Customer in the future.
- 36.7. The Bank may at its discretion record the Customer's conversation with the Agent. The Bank's Record of the Customer's telephonic instructions and the transactions concluded over the telephone pursuant to the same shall be conclusive proof and binding for all purposes and may use as evidence in any proceeding or as the Bank may deem fit.

### 37. Customer Feedback/ Complaints

The Customer has a right to make a complaint through telephone numbers displayed in branches/Bank's web site/Drop box available at branches in case of dissatisfaction of the standard of service provided or any other reason he/she wishes to notify the Bank's management. On receipt of customer complaint an acknowledgement will be sent to mobile number registered with the Bank.

### 38. Standing Instructions [SI]

- 38.1. The Additional Terms and Conditions in this section apply where a Customer subscribes to a "Standing Instruction" using the Bank's standard application and/or through electronic banking channel.
- 38.2. SI means customer instruction to transfer funds from the account to another party or parties within the bank or outside on a given date & frequency subject to terms & conditions here under.

- 38.3. that the Bank will be responsible for effecting the standing instruction on the specified date (if it falls on a public holiday then on the next working day) subject to availability of funds in the funding account to meet the SI amount and associated bank charges.
- 38.4. that the Bank is not obliged to advise me/us if the account has insufficient funds to meet the standing instruction, and that the Bank may cancel this standing instruction, without notice/ advice to me/us if the Bank is unable to effect it three times consecutively, due to unavailability of funds in my/our account.
- 38.5. That the Bank reserves the right to determine the priority of this standing instruction against cheques presented or any other existing arrangements made with the Bank.
- 38.6. That the standing instruction will remain effective notwithstanding the death or bankruptcy/ liquidation until notice of such incident or the revocation of this instruction is received by the Bank.
- 38.7. That any amendment or cancellation of this standing instruction should reach the Bank at least one week before the next successive payment is due.
- 38.8. That neither the Bank, nor its branches, correspondents or Agents are responsible for any loss, delay, error or omission arising out of any mode of communication used for effecting this standing instruction.

### **39. Common Reporting Standards.**

- 39.1. Customer hereby declare and provides consent to and authorize BankDhofar or any of its affiliates (the Bank) to disclose, furnish or share information pertaining to their tax residency status with overseas regulators and local tax authorities under Common Reporting Standards.
- 39.2. Customer undertake to inform the bank in case of changes in tax status, which would change the information already provided on Common Reporting Standards as per the timelines given on the Common Reporting Standards related forms already signed off.
- 39.3. Customer acknowledge that as a financial institution, BankDhofar is not allowed to give tax advice. If customers have any queries about Common Reporting Standards forms, they may refer to their tax advisers or domestic tax authority.
- 39.4. Customer shall indemnify and hold the Bank harmless against any claim, damages, costs, expenses and other direct and /or indirect consequences of the Bank disclosing, furnishing and sharing any information pertaining to their bank account with any domestic or overseas regulators or tax authorities pertaining to Common Reporting Standards.