

## APPLICATION FORM FOR REMOTE CHEQUE CAPTURE & DEPOSIT

Registration for corporate customers		
Customer ID (May be obtained from branch)		Date:    /    /
Company Name		
Company Registered Address		CR No.
Company email Address		
Contact Person Name		Mobile No.

### Corporate user for preferred IDs

Details of corporate user (Chosen ID shall be provided subject to availability. In case of non-availability of the same, the Bank shall assign the User ID):

Name: \_\_\_\_\_ Designation: \_\_\_\_\_

Email ID: \_\_\_\_\_ Mobile no.: \_\_\_\_\_ Business contact: \_\_\_\_\_

First choice: \_\_\_\_\_ Second choice: \_\_\_\_\_ Third choice: \_\_\_\_\_

User signature: \_\_\_\_\_ Role: \_\_\_\_\_ Marker/Checker \_\_\_\_\_

Name: \_\_\_\_\_ Designation: \_\_\_\_\_

Email ID: \_\_\_\_\_ Mobile no.: \_\_\_\_\_ Business contact: \_\_\_\_\_

First choice: \_\_\_\_\_ Second choice: \_\_\_\_\_ Third choice: \_\_\_\_\_

User signature: \_\_\_\_\_ Role: \_\_\_\_\_ Marker/Checker \_\_\_\_\_

Name: \_\_\_\_\_ Designation: \_\_\_\_\_

Email ID: \_\_\_\_\_ Mobile no.: \_\_\_\_\_ Business contact: \_\_\_\_\_

First choice: \_\_\_\_\_ Second choice: \_\_\_\_\_ Third choice: \_\_\_\_\_

User signature: \_\_\_\_\_ Role: \_\_\_\_\_ Marker/Checker \_\_\_\_\_

## Terms and conditions for Remote Cheque Capture & Deposit (RCCD) System Banking

Bank Dhofar SAOG (the “Bank”) is licensed to install, implement and use REMOTE CHEQUE CAPTURE & DEPOSIT System (“RCCD”) for the benefit of its clients. The Bank owns, operates and maintains an application hosted over internet (hereinafter called as “the Application”, through which it is offering RCCD Banking services and such other similar banking service that may be offered in the future. Use by the client of RCCD Banking shall be subject to the following terms and conditions.

### 1. DEFINITIONS & INTERPRETATIONS

1.1 The following definitions shall apply unless the context otherwise requires:

Access Codes means any one or more of Client ID, Client Password and any other code the Bank provides to the Client to gain access or use of RCCD Banking.

Account refers to the Client’s current account(s) maintained with the Bank and or any other type of account so designated by the Client and agreed to by the Bank to be linked as an eligible account(s) for operation through RCCD. Unless the Client designates in writing the account/s that it chooses to be linked to RCCD the Bank will link all of the Client’s accounts to RCCD. The account(s) which may be linked to RCCD shall be in the name of the Client.

Administrator means the person(s) that have been nominated by the Client to complete administration task on their behalf. These tasks include:

- (i.) add, amend or remove a User;
- (ii) add and assign User access;
- (iii) add, reset, suspend, reassign password;
- (iv) amend the existing Daily Limit;
- (v) amend mailing and contact details;
- (vi) add, amend or remove any parameter(s) defined in the administration module.

An Administrator may also be a User.

Application means an application hosted over internet through which RCCD Banking is offered.

Bank refers to Bank Dhofar SAOG, licensed as a commercial bank in Oman (which expression shall include its successors and assigns).

Business Day means official working days of respective currencies

CBO means the Central Bank of Oman.

ECC means Electronic Cheque Clearing system

Client means a corporate customer of the Bank availing RCCD Banking and includes its successors and assigns.

Client ID or USER ID means the user identification provided to the Client by the Bank to enable the Client to access RCCD.

Client Information refers to the personal information, data or documents provided by the Client in its application or obtained from such Client in connection with RCCD system.

Client Instruction means an unconditional instruction transmitted electronically by the Client to effect the Transaction through RCCD system.

Client Password means the password, digital signatures or other means of authentication as the Bank may specify and which the Client may thereafter change, which the Client is required to provide for availing RCCD Banking and/or for executing, authorizing or authenticating any Transactions carried out by the Client whilst availing RCCD Banking;

Oman Banking Law means Royal Decree 114/2000, as amended from time to time.

Operating Rules means the CBO rules to govern the ECC in Oman.

Parties mean the Bank and the Client jointly and Party means either of them.

RCCD System or RCCD means Bank’s Remote Cheque Capture & Deposit (RCCD) system for business customers pursuant to which RCCD Banking is made available.

RO means Rial Omani, the lawful currency of Oman.

Terms means the terms and conditions set forth in this document and the Application.

Transaction means any instruction, order, direction, request, either financial or non-financial, carried out or executed or authorised or authenticated by the Client through RCCD.

User means an individual nominated or authorized by the Client to access RCCD and carry out Transaction on its behalf.

Working Day means a day other than a Friday, Saturday, Omani public holidays and currency holidays.

## 1.2 Interpretation

The clause headings in this document are only for convenience and do not affect the meaning of the relative term.

All references to singular include plural and vice versa;

The word “includes” should be construed as “without limitation”.

All Transactions are entered into in reliance on the fact that these Terms and all other terms and conditions specified are to be read together.

All references in masculine gender will also include the feminine and neuter genders.

## 2. APPLICABILITY OF TERMS

These terms together with the terms and conditions annexed hereto (collectively referred to as “the Terms”) constitute the contract between the Client availing RCCD Banking Application from the Bank. By logging in and accessing RCCD Banking Application offered by the Bank, the Client acknowledges and accepts the Terms. The Terms are in addition to and not in substitution derogation of the terms and conditions pursuant to which relating to any account is held by the Client with the Bank.

## 3. RCCD BANKING

The Bank shall provide the Application to the Client for RCCD Banking. The Bank shall have an absolute right to add, amend, alter, delete or modify any of the Terms. Whilst the Bank will endeavour to notify the Client, the Client shall not be entitled to make any claim or take any defence for the Bank’s not individually notifying the Client of any addition, amendment, alteration, deletion or modification to the Terms. The Bank shall be deemed to have given personal notice once such added, amended, altered, deleted or modified Terms are uploaded by the Bank on the Application.

Information available through RCCD Banking concerning transactions and balances may not always be completely online, although in most cases should at least reflect transactions and balances of an account up to close business on the previous Business Day. Not all services and functions offered through RCCD Banking are available at all times. RCCD may be unavailable due to scheduled outages or due to factors beyond the Bank’s control such as the Client’s internet connection. The Bank shall not be liable for any loss or damages that may be suffered by the Client as a result of discrepancy in any information between the date it was last updated and the date of access or as a result of relying upon or acting upon such not updated information. In all circumstances, Bank shall not be liable for any loss or damage of any kind, directly or indirectly, incurred to the Client as a result of the Client using the RCCD Banking.

The Bank may store records of the Transaction in such media form as it considers suitable. In case of any dispute between the Bank and the Client about whether or not any Transaction was carried out or executed or authorised or authenticated by the Client through RCCD, the Bank’s records pertaining to such Transaction shall, in the absence of substantive proof that the Bank’s records are erroneous or incomplete, be conclusive and best evidence of the Transaction carried out by the Client and or the User.

If a Transaction through RCCD is of such nature that it cannot be executed unless it is followed up by requisite documentation on part of the Client, the Bank shall not be bound to act on such Transaction request until it receives such documentation from the Client. The clearing of cheques shall be undertaken by the Bank in accordance with the Operating Rules and Bank’s standard operating procedure.

The Bank and the Client shall take all reasonable care to, ensure the security and prevent unauthorized access to RCCD. The Client and or the User and or Administration shall on its part ensure that RCCD Banking is not used by it for any purpose which is illegal, or which is not authorized in terms hereof.

## 4. ACCESSING RCCD BANKING

- 4.1 RCCD Banking is a browser based services which means the client does not need any software other than a compatible browser.
- 4.2 The Bank shall provide to the Administrator and Users: (a) Password; (b) Client ID (c) a ECC Scanner.
- 4.3 The Client undertakes to deposit the physical cheques, scanned through the ECC Scanner, at the home branch or at any other mutually agreed office of the Bank, within a period of 15 working days. However, in case the Bank requires the cheque for CBO audit or any other appealing purpose, the Client having received proper intimation from the Bank, shall arrange to provide the physical cheque without any delay.
- 4.4 The Client shall be responsible for any delay in delivering the physical cheque and shall bear any liability arising out from non-delivery of the physical cheques within the agreed period.
- 4.5 The Client undertakes to use the Bank's cross stamp for RCCD purpose only. The Client shall be responsible for any misuse of the Bank's Cross Stamp and shall bear any liability arising out of using the stamp for any other purpose.

## 5. USER AND ADMINISTRATOR

The Client shall nominate or appoint a User and an Administrator who shall be permitted to access RCCD. Any communication addressed by or to the User and or Administrator shall be deemed to have been addressed to or by the Client. Any Transaction carried out or executed or authorised or authenticated by the User and or Administrator through RCCD shall be binding on the Client and will provide the Bank with the corporate resolutions.

## 6. AUTHENTICATION PROCEDURE

Access to RCCD shall be available only upon the Client and or User and or Administrator entering the Codes. Any Transaction carried out or executed by the User and or Administrator needs to be authorised or authenticated by the User and or Administrator by using the Password.

## 7. CLIENT INSTRUCTIONS

Any Transaction carried out or executed or authorised or authenticated by using the Password shall be deemed to be carried out or executed or authorised or authenticated by the Client or User or Administrator and shall be deemed to be the Client's decisions for which the Client shall bear sole responsibility. The Client understands that entering in to a Transaction through RCCD does not guarantee execution of such Transaction. The Bank shall endeavour, but is not obliged to process or execute any Transaction. The Bank shall not be liable for any loss or damages that may be caused or suffered by the Client for delay or failure in the Bank carrying out or executing the Transaction.

## 8. COMMUNICATIONS DELIVERED ELECTRONICALLY

Any documents delivered by the Client electronically must contain all the information as it appears in the printed hard copy version as prepared and distributed by the originator, with the possible exception of graphic insertions such as photographs or logotypes. Electronic delivery may be in the form of an electronic mail, an attachment to the electronic mail, or in the form of an available download from the Application. The Bank will not be responsible for any Transaction which it is unable to carry out due to its inability to open the attachment or download the attachment. The Bank would be deemed to have fulfilled its legal obligation to deliver to the Client any document if such document is sent via electronic delivery as stated above. Failure by the Client to advise the Bank of any difficulty in opening a document so delivered within twenty-four (24) hours after delivery shall be presumed to be the Client's confirmation that such documents is properly delivered to the Client.

## 9. MONITORING AND RECORDING TELEPHONE CONVERSATIONS AND EMAIL

For the protection of the Client and the Bank, the Client, in relation to RCCD Banking, agrees and authorizes the Bank, at its discretion, and without further prior notice to the Client, to monitor and record any or all telephone conversations or electronic communications between the Client and the Bank and its employees or agents.

## 10. AUTHORITY TO THE BANK

The Client grants express authority to the Bank to carry out or execute any Transaction carried out or executed or authorised or authenticated by the Client or User using the Password. In the event of any discrepancy between the Client's records of relevant Transaction and the Bank's own records pertaining to such Transaction, the Bank's records maintained through computer systems or otherwise shall be accepted as conclusive proof of the Transaction and binding on the Client.

## 11. RCCD BANKING FEES

The Bank will be entitled to levy service charges for use of RCCD as may be amended from time to time. The Client will be notified of the service charges or any change in such service charges from time to time. Such charges are to be mutually agreed between the Bank and the Client.

## 12. ACCURACY OF INFORMATION

The Client is responsible to provide correct and accurate information to the Bank through the use of RCCD. The Bank accepts no liability for loss or damages caused or suffered by the Client as consequence of erroneous information supplied by the Client or the User. If the Client suspects that there is an error in the information supplied to the Bank, it shall advise the Bank thereof as soon as possible. The Bank will endeavour to correct such error wherever possible on a 'Best Efforts' basis provided that the Bank shall not be responsible for the consequences if it has carried out or executed the Transaction before receipt of such advice of error. If the Client notices an error in the statement of Account or other information about the Client's Account provided through the Application or any other sources, it must advise the Bank as soon as possible. The Bank will endeavour to correct such error as soon as possible.

## 13. RELATIONSHIP BETWEEN PARTIES

The Bank and the Client agree that no joint venture, partnership, employment, or agency relationship exists between them as a result of the Client availing RCCD Banking or use of the Application. All Transactions shall be entered into by the Client as principal and the Bank shall have no fiduciary duty towards the Client whatsoever notwithstanding that there may be an existing relationship between the Bank and the Client.

## 14. INTERRUPTION OF SERVICE

If RCCD Banking is interrupted for any reason whatsoever, the Client may contact the Bank. Unless RCCD Banking is discontinued by the Bank in accordance with the Oman Banking Law or the Terms, the Bank shall endeavour to restore the RCCD Banking as early as possible provided however that the Bank shall in no way be liable for any consequences as a result of any such interruption in the RCCD Banking or the Application. In such instances, the Bank will endeavour to provide alternate payment channels to the Client. However the Bank shall not be liable for any loss or damage caused to the Client as a result of interruption in RCCD Banking or the Application.

## 15. REPRESENTATION BY THE CLIENT

The Client represents to the Bank (which representations are deemed to be reiterated by the Client each time a Transaction is effected by the Client) that:

- the Client and or the User have the power to perform their obligations hereunder and have taken all necessary actions to authorise Transactions;
- the Client shall be responsible to comply with all the internal approvals for entering into Transactions as may be required and it has complied with such internal approvals;
- the execution of Transactions does not violate or conflict with any law applicable to it and or any regulatory requirements, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;
- there is no pending action, suit or proceeding at law or in equity or before any court, tribunal, governmental body, agency or official or any arbitrator that is likely to affect the legality, validity or enforceability against it of the Terms or its ability to perform its obligations; and
- all information that is furnished by or on behalf of the Client, to the Bank is, as of the date of the information, true, accurate and complete in every material respect. Provided that the Client shall notify the Bank of any change in any regulatory requirements, the effect of which may be to restrict or prohibit the Client from carrying out executing or authorising or authenticating any Transactions.

## 16. TERMINATION EVENTS

The RCCD Banking may be terminated by the Bank or by the Client by giving one (1) month written notice. The termination of RCCD Banking shall be without prejudice to the execution of all outstanding Transactions provided that the Bank shall not be bound to carry out or execute any Transaction carried out or executed or authorised or authenticated by the Client during the notice period. The Bank shall be entitled to receive all fees and other monies becoming due up to the date of such termination. The Bank shall be entitled to recover any amount that may be due from the Client in respect of the RCCD by debiting the Client's Account or such other accounts as may be maintained with the Bank.

The Bank will endeavour to give the Client appropriate notice of the same provided however the Bank will not be liable for any loss, damage or cost of any nature whatsoever that may be caused to or suffered or incurred by the Client if such notice is not provided by the Bank

The following events shall constitute an Event of Default and on the happening of any one of which the Bank shall be entitled to suspend or forthwith terminate RCCD Banking without prior notice or Client's consent:

- 16.1 failure by Client to maintain sufficient balance in the Account for carrying out or executing any Transaction or for payment of any charges payable to the Bank.
- 16.2 failure by the Client to comply with or perform any of its obligations under the Terms specified hereunder, including failure to pay service charges on due date;
- 16.3 a representation made or deemed to have been made by the Client proves to have been incorrect or misleading in any material respect when made or deemed to have been made;
- 16.4 If the Client:
  - (i) has passed a resolution for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger).
  - (ii) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due.
  - (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors.
  - (iv) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceedings or petition results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation; or is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof.
  - (v) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or in respect of all or substantially all its assets;
  - (vi) allows a secured creditor to take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter; or
  - (vii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in Clauses (a) to (d) or taking any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.
  - (viii) The Bank reasonably believes there is a risk of the fraud or security breach.

## 17. RIGHT TO ALTER

The Bank reserves the right to add, amend, revise, suspend or cancel in whole or in part any of the RCCD Banking available through the Application, and will make best efforts to provide the Client of notice thereof. Any addition, suspension, revision, amendment, cancellation or suspension of RCCD Banking may be made by the Bank, by causing a notice thereof to be posted on the Application and the Client shall be deemed to have given its acceptance thereof in the event of its executing any transaction through the RCCD Banking after such addition, suspension, revision, amendment, cancellation or suspension is uploaded on the Application.

## 18. RESTRICTIONS ON USE

The Client hereby agrees to use the Application strictly for its carrying out legal Transactions and not for any illegal purpose or in any manner inconsistent with the Terms. The Client agrees not to use, transfer, distribute or dispose of any information contained in the Application in any manner that could compete with the business of the Bank or otherwise compromise or imperil the interests of the Bank. The Client acknowledges that the Application has been developed, compiled, prepared, revised, selected and arranged by the Bank through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money and constitutes valuable intellectual property and include trade secrets of the Bank. The Client agrees to protect the proprietary rights of the Bank during and after it stops availing RCCD Banking or and to comply with all reasonable written requests made by the Bank or otherwise to protect Bank's contractual, statutory and legal rights in connection with the Terms. The Client agrees to notify the Bank in writing promptly upon becoming aware of any unauthorized access or use of RCCD Banking or the Application by any party or of any claim that RCCD or the Application infringes upon any copyright, trademark or other contractual, statutory or common law rights.

The Client is allowed to download and retrieve data from the Application on its computer screen, print individual pages on paper, photocopy and store such pages in an electronic form on disk or hard copy of the same for its exclusive personal use only. The Client further acknowledges that all the intellectual property provided in the Application and RCCD continues to vest with the Bank.

The Client shall not:

- 18.1 reverse engineer, decompile, disassemble, copy, reproduce, distribute, modify, transmit, perform, reproduce, publish or create derivative works from or in any way exploit any of the RCCD in violation of the Terms or the laws of the Sultanate of Oman;
- 18.2 create a database in electronic or structured manual form by systematically downloading and storing all or any part of the Application, save and except such information as relates to the Client's Accounts and Transactions, as the case may be or otherwise agreed to by the Bank;
- 18.3 rent, lease, sell, sublicense, or lend any other person access to RCCD;
- 18.4 cache or permit caching by any person;
- 18.5 do any act that violates the intellectual property rights of the Bank in the Application;
- 18.6 engage in any fraudulent, abusive or illegal activity, including but not limited to any activity designed or intended to fraudulently obtain the Client ID or Client Password or Client Information or any other information of any user of RCCD Banking;
- 18.7 use RCCD to violate the security of any computer network, crack Client Password of any other user or security encryption codes, transfer or store illegal material including threatening or obscene material;

## 19. EXTRAORDINARY EVENTS/ TECHNICAL DIFFICULTIES

The Client specifically agrees to hold the Bank harmless from any and all claims, and agrees that the Bank shall not be liable for any loss, actual or perceived, caused directly or indirectly by government restriction, exchange or market regulation, suspension of trading, war, strike, virus attacks, equipment failure, communication line failure, system failure, security failure of the Application or the RCCD Banking, unauthorised access, theft, or any problem, technological or otherwise or other conditions beyond the Bank's control, that might prevent Client from entering or the Bank from executing any Transaction . The Client further agrees that the Client will not be compensated by the Bank for "lost opportunity" being, notional profits or any other direct or indirect loss or damages caused or suffered by the Client as a result of Transactions that could not be executed.

## 20. PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS

The copyright, trademarks, logos, slogans and service marks associated with the Application and RCCD are the intellectual property of the Bank or of respective intellectual property right owners. Nothing contained on the Application should be construed as granting, by implication, estoppels, or otherwise, any license or right to use any intellectual property displayed on the Application without the written permission of the Bank or such third party that may own the intellectual property displayed on the Application.

The Bank grants the right to access the RCCD to the Client and avail RCCD Banking in accordance with the Terms. The Client acknowledges that RCCD is the property of, or used with permission of the Bank and/or by the content providers and may be protected by applicable copyrights, trademarks, service marks, international treaties and/ or other proprietary rights and laws of the Sultanate of Oman and other countries, and the Terms.

The Client is also advised that the Bank will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution.

Any breach of the restrictions on use of the Application and/or RCCD provided in the Terms is expressly prohibited, and may result in civil or criminal prosecution leading to punishment and/or penalties. The Bank shall be entitled to obtain equitable relief (including all damage, direct, indirect, consequential and exemplary) over and above all other remedies available to it, to protect its interests in RCCD. The Client acknowledges that the software underlying the RCCD is the legal property of the respective vendors. The permission given by the Bank to the Client to access the RCCD shall not convey any patent, copyright and license, proprietary or ownership rights or other intellectual property rights in the above software in favour of the Client.

## 21. PROCEDURE FOR CHANGING USERS/ADMINISTRATORS

The Client may revoke the authority of an existing User and or Administrator, change User and or Administrator access profile and authorize a new User by providing fresh resolution or mandate in the format prescribed by the Bank. However, these Terms shall continue to apply. In case an authorized User leaves the banking of the Client, the Client shall be responsible to immediately notify the Bank in writing to disable access to such User, by giving the Bank reasonable time to do so.

## 22. EXECUTION OF THE INSTRUCTIONS

The Client agrees to provide the Bank, if so being required to do or if in case it is deemed necessary by the Bank, with a power of attorney in such form, manner or substance as the Bank may require for carrying out or executing any Transaction.

## 23. GOVERNING LAW AND JURISDICTION

These Terms shall be governed by, and construed in accordance with laws of the Sultanate of Oman.

- 23.1 Any dispute, controversy or claims arising out of or relating to RCCD Banking or the breach, termination or invalidity of the Terms, shall be settled by arbitration in accordance with the provisions of Royal Decree 47/97, as amended from time to time (the "Oman Arbitration Act").
- 23.2 The place of arbitration shall be Muscat and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Muscat.
- 23.3 The arbitral procedure shall be conducted in English language and any award or awards shall be rendered in English.
- 23.4 The award of the arbitrator shall be final and conclusive and binding upon the Bank and the Client.
- 23.5 Bank may be advised to provide for number of arbitrators that may hear the dispute and procedure for their appointment.

## 24. FOREIGN JURISDICTION

The Bank accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than that of Oman. The mere fact that RCCD may be accessed by a User in a country other than Oman would not mean that the laws of the said country would govern RCCD and any matter related to hereunder. It shall be the sole responsibility of foreign residents to verify whether RCCD may be legally accessed and or utilised in their respective jurisdictions. The offer on the Application of the availability of the RCCD does not constitute an offer to sell or a solicitation of an offer to buy RCCD to any person in any jurisdiction where it is unlawful to make such an offer or solicitation.

## 25. NOTICES

25.1 The Bank and the Client may give notices under these terms:

25.2 Electronically to the mailbox of either party.

In writing by delivering them by hand or by sending them by post to the last address given by the Client and in the case of the Bank to the below mentioned address.

Head, Payment & Cash Management  
Bank Dhofar SAOG  
P.O. Box 1507, PC 112  
Ruwi,  
Sultanate of Oman

The Bank may also publish notices of general nature on its Application, which are applicable to all Clients; such notices shall have the same effect as a notice served individually to each Client.

## 26. SURVIVAL OF OBLIGATIONS

The obligations of the parties under these Terms shall survive the termination of these Terms or the Client closing the RCCD account.

## 27. NO WAIVER OF RIGHTS

A failure or delay in exercising any right, power or privilege in respect of the Terms will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

## 28. LEGALITY OF THE TERMS AND CONDITIONS

The Bank's performance of the Terms is subject to existing laws and legal process, and nothing contained in these Terms shall prevent the Bank from complying with governmental, court and law enforcement requests or requirements relating to the use of RCCD by the Client or information provided gathered by the Bank in respect of such use.

## 29. NON-TRANSFERABILITY

The grant of any facility to the Client/Users pursuant to the Terms is not transferable under any circumstance. The Client shall not assign its rights or obligations under the Terms to any third party. The Bank may however sub-contract and employ agents to carry out any of its obligations under these Terms and/or assign its rights, obligations and benefit under the Terms to a successor body.



### 30. INDEMNITY

The Client agrees to indemnify and keep indemnified, defend and hold harmless the Bank, its directors and employees, representatives and agents against any claim, demand, suit, action or other proceeding brought against the Bank, its directors and employees, representatives and agents by a third party, to the extent that such claim, demand, suit, action or other proceeding brought against the Bank, its directors and employees, representatives and agents is based on or arises in connection with the use with reference to:

- 30.1 a breach or violation of the Terms by the Client;
- 30.2 any deletions, additions, insertions or alterations to any data, or any unauthorised use of RCCD;
- 30.3 any unauthorised access to third parties data or for fraud;
- 30.4 any misrepresentation or breach of representation made by the Client contained herein; or
- 30.5 any breach of any covenant or obligation to be performed by the Client hereunder.

The Client agrees to indemnify and keep indemnified the Bank its directors and employees, representatives, agents, and affiliates for any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against the Bank its directors and employees, representatives, agents, and affiliates or otherwise incurred by the Bank its directors and employees, representatives, agents, and affiliates in connection with or arising from any claim, demand suit, action or proceeding as a result of the Client using RCCD .

Notwithstanding what is provided in this terms or in any other terms and conditions , the Bank's aggregate liability for any loss or damages that may be caused or suffered by the Client in connection with or arising out of the use of RCCD by the Client or for breach of the Terms or in tort including but not limited to negligence shall be limited to the transaction charges, fees or consideration, if any, paid by the Client within the previous twelve (12) months for the service, excluding any amount paid towards transactions.

### 31. SECURITY AND Application ACCESS

- 31.1 The Client acknowledges and accepts that the Bank cannot verify by way of signature comparison whether access to RCCD Banking quoting the correct Access Codes is an Administrator or a User.
- 31.2 The Access Codes allow anybody using them to conduct the type of operations on an account for which the Access Codes provide access and the Bank is authorised by the Client to permit such access. The Client shall be responsible to protect the Access Codes. The Client must ensure that all Administrators or Users comply with these requirements.
- 31.3 The Client must change the Password component of its Access Codes on initial access to RCCD and ensure that the Administrator or User does the same.
- 31.4 The Client should also periodically change the Password components of its Access Codes and should require any Administrator or User to periodically change theirs.
- 31.5 The Client must ensure that the Access Codes are kept secure and not disclosed to anyone except us in the course of using RCCD. Where the Client has authorised an Administrator or a User to use RCCD, that Administrator or User will be advised of Access Codes separately. The Client must ensure that any Administrator or User does not disclose their Access Codes to anyone, except the Bank, unless requested in writing by the authorised signatories of the Bank.
- 31.6 If the Client enters any of the Access Codes incorrectly into electronic equipment three consecutive times, the RCCD Banking privileges may be suspended and the Client will be unable to obtain access to RCCD Banking. If this occurs, the Client will need to contact the Bank RCCD Administrator in order to reactivate its access.

### 32. PROTECTING ACCESS CODES

- 32.1 If the Client makes a record of its Password, the Client must keep it separate and well away from its computer unless the Password are reasonably disguised. To minimise the risk of unauthorised Transactions occurring on its account, the Client must:
  - a. try to memorise them;
  - b. destroy any Bank documentation issued containing Access Codes;
  - c. not write its Password on its computer, even if disguised;
  - d. not keep a record of the Password with or near computers except where the Client is using RCCD Banking;
  - e. not disclose/share the Password with anyone;
  - f. if the Client selects their own password, they should not select a number or word that can easily be associated with the Client,
- 32.2 If the Client selects its Password, for security reasons the Client should endeavour to change them at regular intervals.

- 32.3 If the Client makes a record of the Password, the Client must either take reasonable steps to prevent unauthorised access to the record or ensure the record is reasonably disguised. The following shall not be considered by the Bank as a reasonable attempt to disguise Password:
- a. recording Password in reverse order;
  - b. recording Password as a series of numbers with any of them marked to indicate the Password;
  - c. recording the Password as a telephone number with the Password in its correct sequence within the telephone number;
  - d. recording the Password as a telephone number where no other telephone numbers are recorded;
  - e. disguising the Password as a date or as an amount.
- 32.4 There may be other forms of disguise which may be similarly unsuitable because of the ease of another person working out your Password.

### 33. LIABILITY

- 33.1 The Client will not be liable for losses resulting from unauthorised transactions that:
- a. are caused by the fraudulent or negligent conduct of Bank staff or agents or companies involved in networking arrangements;
  - b. happen before the Administrator or User receives or selects their Password;
  - c. happen after the Bank has been notified that an Password has been misused, lost or stolen or that the security of any Password has been breached;
  - d. are the results of the same transaction being incorrectly debited more than once to the same account.
- 33.2 In the above situations the Bank will credit the amount of the unauthorised transaction to the Account after the Bank's internal investigation is completed.
- 33.3 The Client will be liable for losses resulting from Transactions which are carried out by an Administrator or a User or by another person with the Administrator's or User's knowledge and consent. The Client will be liable for actual losses resulting from unauthorised Transactions caused by an Administrator or a User:
- a. Engaging in fraud;
  - b. Voluntary disclosing any of their Password to anyone, including a family member or friend;
  - c. Keeping a record of an Password without making a reasonable attempt to disguise it or to prevent unauthorized access to it;
  - d. Writing their Password or a disguised record of their Password on the electronic equipment or the mobile phone;
  - e. Selecting an Password which represents their birth date, or being an alphabetical code which is a recognizable part of their name;
  - f. Acting with extreme carelessness in failing to protect their Password;
  - g. Not safeguarding the Password by failing to make a reasonable attempt to secure them in a safe location or to prevent unauthorized access to them; and
  - h. Keeping a record of their Customer Number or Password on or near the mobile phone.
- 33.4 The Client will also be liable for losses resulting from an Administrator or a User accessing RCCD Banking via a computer that the Client knows contains software that has the ability to reveal to a third party, or to otherwise compromise, Password and/or customer information including, but not limited to, account information.
- 33.5 The Client will also be liable for actual losses resulting from unauthorised transactions caused by the User unreasonably delaying notifying us of the misuse, loss or theft of Password becoming known to someone else.
- 33.6 The client will also be liable for any charges levied by CBO on cheque return for any encoding error, committed by the client while scanning the cheques, through RCCD. The Client irrevocably authorizes the Bank to recover such charges, at their convenience from any of the Client's accounts, maintained with the Bank.

### 34. TRAINING

The Bank shall provide training at its own cost and expense to the Users and the Administrators on or before the date of provision of RCCD Banking.

### 35. CONFIDENTIALITY

For the purpose of Article 70(c) of the Omani Banking Law, the Client consents to disclosing to any person any information which the Bank is entitled to disclose under Article 70(c).

### 36. KNOW YOUR CUSTOMER (KYC)

The Client will:

- 36.1 upon request by the Bank provide any documentation and other evidence required by the Bank to

comply with its KYC Procedures; and

36.2 notify the Bank if any details provided for the Bank's KYC Procedures are no longer correct.

"KYC Procedures" means the identification checks which the Bank is required to undertake under any law or regulation, including Royal Decrees 34/2002 and 72/2004.

### 37. ANTI-MONEY LAUNDERING

37.1 The Bank is required to act in accordance with the laws and regulations of the Sultanate of Oman and comply with the requests of the authorities which relate to:

(a) the prevention of money laundering, terrorist financing, corruption, tax evasion and the provision of financial or other services to any persons which may be subject to economic or trade sanctions; or

(b) the investigation or prosecution of, or the enforcement against, any person for an offence against any laws or regulations.

37.2 The Bank may take any action which the Bank in its sole discretion considers appropriate to prevent or investigate crime or the potential breach of sanctions, regimes or to act in accordance with the relevant laws, regulations, sanctions, international guidance, Bank procedures or direction of any public or regulatory body relevant to the Bank.

37.3 The Client will not initiate, engage in or effect a Transaction that may be in breach of the laws of Sultanate of Oman or sanctions.

37.4 The Client will from time to time provide the Bank with any additional information to assist the Bank in the above compliance process.

### 38. CENTRAL BANK OF OMAN

The Client agrees that any directive or regulation issued by the CBO which modifies, supplements or amends any of these terms and conditions shall modify, supplement or amend the terms of the applicable terms from the date that such directive or regulation is binding on the Bank.

### 39. STATEMENTS

The Client will receive statements of Cheque deposited and eligible accounts via RCCD Banking beside online statement, instead of having paper statements mailed to the Client.

### 40. GENERAL

40.1 The Client shall not assign the Terms to anybody else. The Bank may transfer or assign its rights and obligations under the Terms to any company or third party.

40.2 The Terms shall constitute the entire agreement (except as otherwise expressly provided herein) and supersede and replace any previously made proposals, representations, understandings and agreements, express or implied, either oral or in writing between the Client and the Bank for RCCD. The Client acknowledges that it has not relied on any representation made by the Bank or any of its employees or agents and has made its own independent assessment of RCCD. No third party will have any rights or claims under these Terms.

**Declaration**

We confirm that the information given above is true and complete. We hereby confirm and undertake that we have read and understood the Terms and Conditions for usage of the REMOTE CHEQUE CAPTURE & DEPOSIT Services provided by Bank. We agree that we will adhere to all the terms and conditions for opening/ applying/ availing/ maintaining/ operating (as applicable) and usage of RCCD, 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 services completely or partially without providing any reasons. Details

I/we request Bank Dhofar to create users to operate on behalf of our corporate entity. This delegation will allow bank specific users to access the specified login at any time.

**Note:** “Valid ID/ Passport Copy of all Users should be submitted along with the application form”.

**Authorized Signature:**

Signature of authorised signatory with seal:	Signature of authorised signatory with seal:
Name:	Name:

**For use at branch:**

We confirm having verified the signatures and mandates. BankDhofar RCCD facilities recommended. Required documents are enclosed.

Signature of Branch Manager \_\_\_\_\_

**For use at Payment and Cash Management Unit:**

	Date	Signature		Date	Signature
Corporate Profile created by:	/ /		Corporate Profile approved by:	/ /	
User ID(s) created by:	/ /		User ID(s) approved by:	/ /	
Login password(s) generated by:	/ /				