

BANKDHOFAR MOBILE BANKING TERMS AND CONDITIONS

Please read these terms and conditions ("**Mobile Banking Terms**") carefully.

These Mobile Banking Terms set out the rights and obligations of the Customer and the Bank, in connection with the use of the BankDhofar Mobile Banking Service. These Mobile Banking Terms are legally binding. By applying for the Mobile Banking Service, the Customer acknowledges and accepts these Mobile Banking Terms and agrees to be bound by them.

SCOPE OF MOBILE BANKING TERMS & INTERNET BANKING TERMS

1.1 These Mobile Banking Terms are in addition to and shall be read in conjunction with the terms and conditions relating to any account of the Customer and the Bank's internet banking terms and conditions ("**Internet Banking Terms**"). If there is any conflict or inconsistency, these Mobile Banking Terms will prevail to the extent of the conflict or inconsistency in relation to the Mobile Banking Service, but not for the Internet Banking Service. Internet Banking Terms shall apply to the Mobile Banking Service to the extent relevant and subject to these Mobile Banking Terms, such that among other things, all references in the Internet Banking Terms to:

1.1.1 "**Password**" and "**Security Code**" are deemed to include passwords and security codes under these Mobile Banking Terms; and

1.1.2 "**Service**" is deemed to include the Mobile Banking Service.

1.2 These Mobile Banking Terms relate only to individual accounts in the Customer's sole name and to joint accounts which the Customer holds with another person but only if both account holders have full authorisation to operate the account(s) independently ("**Eligible Accounts**").

DEFINITIONS

2.1 The definitions in the Internet Banking Terms will continue to apply to these Mobile Banking Terms unless a word is separately defined in these Mobile Banking Terms.

2.2 In these Mobile Banking Terms, the following words shall have the following meanings:

"**Agreement**" means the agreement made between the Customer and the Bank comprising the Application, these Mobile Banking Terms, and subject to Clause 1.1 above, the Internet Banking Terms.

"**Application**" means the application to be downloaded and installed by the Customer onto his/her Mobile Phone in order to access the Mobile Banking Service, as may be designated for use by the Bank from time to time.

"**Bank**" means BankDhofar SAOG, a company incorporated in the Sultanate of Oman.

“**Customer**” means the individual account holder(s) or the legal entity/ies accepted by the Bank to open an account with the Bank.

“**Instructions**” means instructions, communications, operations or transactions transmitted by the Customer’s Mobile Phone under the Mobile Banking Service.

“**Internet Banking Service**” means the Bank’s online banking services as described on the Bank’s internet site.

“**Main Account**” means the Customer’s first account opened with the Bank and which is linked to and operated through the Mobile Banking Service.

“**Mobile Banking Service**” means the Bank's mobile banking services as described in the User Guidance, as amended by the Bank from time to time.

“**Mobile Phone**” means the mobile phone or such other communication device which is used to access the Mobile Banking Service.

“**Personal Finance**” means the service provided within Mobile Banking Services which shows cash flow, spending trends, goals, net worth, debt management etc... and allows Users some level of customization for managing their money.

“**Stock Indicator**” means an index based on a statistical compilation of the share prices of a number of representative stocks in Muscat Security Market, which includes the stock indicator prices, security trade and turnovers.

“**User Guidance**” means the guidance provided by the Bank to Users of the Mobile Banking Service.

“**User(s)**” means the Customer and/or person(s) authorised by the Customer to use the Bank’s Mobile Banking Service.

2.3 In these Mobile Banking Terms:

2.3.1 The words “include” and “including” shall not be construed as having any limiting effect;

2.3.2 The singular includes the plural and vice versa;

2.3.3 All references to the Customer in the masculine gender also include the feminine gender and corporate Customers.

2.3.4 Headings are used for convenience only and do not affect the interpretation of these Mobile Banking Terms;

2.3.5 The words "in writing" include any communication sent by letter, facsimile transmission or email;

2.3.6 A reference to a document includes the document as may be amended from time to time and any document replacing it; and

2.3.7 The word "person" includes a natural person and any body or entity whether incorporated or not.

ELIGIBLE ACCOUNTS AND APPLICATION

3.1 By agreeing to be bound by the Mobile Banking Terms, the Customer agrees that the Mobile Banking Service will be available on all Eligible Accounts with the Bank, whether open now or in the future. The Mobile Banking Service cannot be used on some types of accounts and the Bank will advise Customers from time to time as to which accounts are eligible.

3.2 The Bank will advise the Customer from time to time of the Application required for using the Mobile Banking Service. There will be no obligation on the Bank to support all Mobile Phones, Applications or their versions.

MOBILE BANKING SERVICE SCOPE

4.1 The Mobile Banking Service will only be available for Mobile Phones and data connections which meet the required specifications and configurations as may be specified by the Bank from time to time.

4.2 User Guidance on the operation of the Mobile Banking Service will be made available to the Customer. The Customer must follow all relevant User Guidance whenever accessing or operating the Mobile Banking Service.

4.3 The Bank may inform Customers from time to time about changes to the way the Mobile Banking Service should be accessed or operated. Customers must observe all such changes when accessing or operating the Mobile Banking Service.

4.4 The Mobile Banking Services are intended to be available 7 days a week, 24 hours a day but there is no warranty that the same will be available at all times. The Customer agrees that the Bank shall be entitled at any time, at the Bank's sole discretion and without prior notice, to suspend the operation of the Mobile Banking-Service for updating, maintenance and upgrading purposes, or any other purpose whatsoever that the Bank deems fit, and in such event, the Bank shall not be liable for any loss, liability or damage which may be incurred as a result by the Customer or any third party.

4.5 The scope, features and functionality of the Mobile Banking Service may be varied by the Bank from time to time. The Customer agrees and acknowledges that:

4.5.1 Certain services are not available on the Mobile Banking-Service and these may or may not become available in the future;

4.5.2 Certain services which are currently available on the Mobile Banking Service may be discontinued; and

4.5.3 The Bank may, in its sole and absolute discretion, without notice, add to, vary, alter, suspend or remove any part of or all of the Mobile Banking Service, or any function or feature of the Mobile Banking Service, without giving any reason and without incurring any liability.

4.5.4 The Customer acknowledges that, in case of opening new saving account via the Mobile Banking Services, such saving account will capture the signature/s as indicated in the Customer's Main Account.

4.6 The Customer irrevocably and unconditionally authorises the Bank to access all his Bank account(s) for effecting banking or other transactions of the Customer through the Mobile Banking Service.

4.7 Without prejudice to Clause 1.1, and for the avoidance of doubt, all provisions in the Internet Banking Terms relating to joint accounts shall also apply to the Mobile Banking-Service. Where conflicting or inconsistent Instructions are received from two (2) or more joint account holders, the Bank shall be entitled to act on any one of these Instructions without any liability for any failure to act on the other Instructions.

SECURITY & ACCESS PROCEDURES

5.1 Security Codes will be issued by the Bank for access to the Mobile Banking Service, which may be different from those issued for other Bank services. The Bank may also issue separate requirements, restrictions, instructions, and access procedures, or any additional conditions pertaining to the access and use of the Mobile Banking Services, the Application, the Security Codes for the Mobile Banking Service and the transmission of Instructions ("**Procedures**"). All Procedures may be varied by the Bank from time to time. The Customer agrees and undertakes to be bound by and to comply with all of the Procedures as may be issued by the Bank from time to time.

5.2 The Bank shall not be bound by or obliged to take any action on any Instructions which do not properly comply with the Procedures and the Bank may reject such non-compliant Instructions.

5.3 The Customer must secure the Application and the Security Codes installed in his/her Mobile Phone with a password. All such passwords and the Security Codes must be kept strictly confidential and must not be disclosed to anyone else. The Customer agrees to also secure the

Mobile Phone by using a pin number to lock and unlock the keypad, if the Mobile Phone has this facility.

5.4 The Customer must not leave his/her Mobile Phone unattended or permit any person access to his Mobile Phone in such a manner that a third party may access the Application, Security Codes or the Mobile Banking Service, whether with or without the Customer's consent.

5.5 In the event that the Customer loses or replaces or parts with possession or control of his Mobile Phone in which the Application and/or Security Codes are installed, or if the Customer has reason to believe that someone has accessed his bank account(s) using the Application or Security Codes, he must immediately notify and instruct the Bank to revoke the Security Codes immediately, and make a fresh application to register for the Mobile Banking Service.

5.6 Until and unless the Customer notifies the Bank in accordance with Clause 5.5, all Instructions received by the Bank which are associated with the Customer's Security Code shall be deemed to have come from the Customer, and the Bank shall be entitled to rely on such Instructions, whether they actually originated from the Customer or not. The Customer acknowledges that the Bank may not be able to reverse or annul any transaction executed based on Instructions received prior to the Customer's notification to the Bank.

5.7 Without prejudice to Clause 1.1 above, and for the avoidance of doubt, all provisions in the Internet Banking Terms relating to:

5.7.1 Security matters and safeguards, and the Customer's responsibilities for security and confidentiality;

5.7.2 Safeguarding Security Codes and Passwords, and the use of the same;

5.7.3 Processing and execution of transactions;

5.7.4 The Customer giving Instructions to the Bank;

5.7.5 The Customer's liability for unauthorised transactions; and

5.7.6 The Bank relying and acting on Instructions, shall also apply to the Mobile Banking Service and to Security Codes and Passwords issued under the Mobile Banking Service, subject to the necessary changes being made in construction, and as amended by this Clause 5, except where any such provision is not relevant to the Mobile Banking Service.

APPLICATION

6.1 Upon completion of the prescribed registration procedures, the Customer will be permitted to download the Application for installation onto his Mobile Phone and be granted the non-exclusive, non-transferable right to use the Application, but based upon and subject always to the Customer's acknowledgement and agreement that he will not:

6.1.1 Use the Application for any purpose other than to access the Customer's own account(s) via the Mobile Banking Service on the Customer's Mobile Phone;

6.1.2 Download or install the Application onto a Mobile Phone which the Customer does not own or have exclusive control over;

6.1.3 Permit or enable any person to access the Application or leave his Mobile Phone unattended in such a manner as to enable a person to access the Application;

6.1.4 Reproduce, modify or reverse engineer the Application or permit another person to do so; and

6.1.5 Permit any person to access the Customer's Security Codes or otherwise enable any person to download a copy of the Application.

6.2 The Application is made available to the Customer on a strictly "as is" basis, and no warranty is made in relation to the Application, including any warranty in relation to its merchantability, fitness for purpose, satisfactory quality or compliance with description, and all warranties which may be implied by law or custom are hereby excluded. In addition, the Customer agrees that the Bank cannot ensure that the Application will be compatible or may be used in conjunction with any Mobile Phone, and the Customer agrees that the Bank is not liable and that he will not seek to hold the Bank liable for any such incompatibility or for any loss or damage to any Mobile Phone which may be caused by the Application or the installation process.

LIABILITY & INDEMNITY

7.1 For the avoidance of doubt, the Customer agrees that all provisions in the Internet Banking Terms relating to the Customer's liability and the Bank's liability including qualifications, exclusions and limitations shall apply to the Mobile Banking Terms and the Mobile Banking Service.

7.2 In particular, the Customer acknowledges and agrees that in addition to the events set out in the Internet Banking Terms for which the Bank is not liable, the availability and proper functioning of the Mobile Banking Service is dependent on many variable circumstances, including location, mobile network availability and signal strength, proper functioning of hardware, software and the Customer's Mobile Phone, and the Bank shall not be liable for any loss, liability or damage caused by any unavailability or improper functioning of the Mobile Banking Service for any reason.

7.3 The Customer agrees to indemnify and compensate the Bank for any damages, loss, expense or liability incurred by the Bank, its Customers or a third party and against any claim or action brought by a third party which is in any way the result of the improper use of the Mobile Banking Service by the Customer or as a result of any breach by the Customer of this Agreement.

7.4 Due diligence was exercised by the Bank to provide the services related to Personal Finance and Stock Indicator. Users should conduct their own analysis, as they deem appropriate, with regard to their financial decisions and possible investments, and should fully consider other available information. The Users acknowledge that the information relating to Personal Finance and Stock Indicator are merely given “for information” and it has not been independently verified and no representation is made with respect to accuracy or completeness of any of this information. Further, the Users irrevocably agree that the Bank assume no liability in relation to use of the Personal Finance or Stock Indicator services.

CHARGES AND FEES

8.1 The Bank is currently offering the Mobile Banking Service free of charge to Customers. Certain transactions however are chargeable, details of which are published on the BankDhofar website. However the Bank may levy charges for the Mobile Banking Service at a future date, which the Bank would advise through email, the Bank’s website or written communication.

8.2 Mobile phone network providers may charge Customers for use of data services and SMS services and Customers are liable to pay these charges and the Bank will not incur any liability or responsibility for these charges.

8.3 The Customer authorises the Bank to recover all charges related to the Mobile Banking Service and the Internet Banking Service as determined by the Bank from time to time by debiting any of the Customer’s designated accounts.

8.4 The Bank may terminate the Mobile Banking Service and the Internet Banking Service without giving any further notification to the Customer, if at any time the Customer’s account balance falls short of the required minimum amount and/or if any Bank charges remain unpaid. The Bank will not incur any liability or responsibility whatsoever by reason of such withdrawal.

TERMINATION OF BANKDHOFAR INTERNET AND MOBILE BANKING SERVICES

9.1 The Customer may request termination of the Internet Banking Service and the Mobile Banking Service at any time. However the Customer will remain responsible for any transactions made in his account(s) through the Internet Banking Service and Mobile Banking Service prior to the time of cancellation of such Services and confirmation of the same by the Bank.

9.2 The Bank may suspend or terminate the Mobile Banking Service at anytime. Where possible, prior notice will be given to the Customer. If the Mobile Banking Service is suspended or terminated by the Bank, the Bank will incur no liability whatsoever for any charges, fees, costs or expenses however so incurred by the Customer or any third party as a result of such suspension or termination of the Mobile Banking Service.

9.3 The closure of all accounts of the Customer will automatically terminate the Internet Banking Service and the Mobile Banking Service.

9.4 The Bank may suspend or terminate the Mobile Banking Services without prior notice if the Customer has breached these terms and conditions or the Bank learns of the death, bankruptcy or lack of legal capacity of the Customer.

EVIDENCE

10.1 The Customer agrees that all Instructions transmitted by his Mobile Phone or otherwise issued by the Customer in electronic form:

10.1.1 Are written documents, and the Customer agrees not to dispute or challenge the validity or enforceability of any Instruction on the grounds that it is not a written document and the Customer hereby waives any such right he may have at law; and

10.1.2 Are original documents and the Customer agrees not to challenge the admissibility of any Instruction on the grounds that it is made in electronic form.

10.2 The Customer acknowledges and agrees that the Bank's records and any records of the Instructions made or performed, processed or effected through the Mobile Banking Service by the Customer or any person purporting to be the Customer, or any record of transactions relating to the Mobile Banking Service and any record of any transactions maintained or by any relevant person authorised by the Bank relating to or connected with the Mobile Banking Service, whether stored in electronic or printed form, shall be binding and conclusive on the Customer for all purposes whatsoever and shall be conclusive evidence of the Instructions and transactions and the Customer's liability to the Bank. The Customer hereby agrees that all such records are admissible in evidence and the Customer shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were incorporated and/or set out in electronic form or were produced by or are the output of a computer system, and the Customer hereby waives his rights (if any) to so object.

FORCE MAJEURE

11.1 Under no circumstances shall the Bank be liable for any damages, loss or charges whatsoever whether such damages, loss or charges are direct, indirect, incidental, consequential and irrespective of whether any claim is based on delay, loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by the Customer or any other person. The Bank shall in no circumstances be held liable to the User if access to the Service is not available in the desired manner for reasons including but not limited to natural calamity, floods, fire and other natural disasters, civil unrest, government action, legal restraints, faults in the telecommunication network or online services or network failure, software or hardware error or any other reason beyond the control of the Bank.

ASSIGNMENT & SUB-CONTRACT

12.1 This Agreement is personal to the Customer, and he shall not be entitled to assign, transfer, charge or otherwise deal with this Agreement or his rights under it in any way.

12.2 The Bank may at any time delegate or sub-contract any rights or obligations under this Agreement to any third party, and appoint third party agents or sub-contractors to provide the whole or part of the Mobile Banking Service.

AMENDMENT OF BANKDHOFAR'S TERMS AND CONDITIONS

13.1 The Bank has the absolute discretion, without first obtaining the prior consent of the Customer, to amend or supplement any of the Mobile Banking Terms at any time and will endeavour to give prior notice for such changes wherever feasible except for changes to interest and exchange rates and/or other variations that are subject to market changes.

13.2 Any exchange rate, interest rate, dealing rate and other prices and information quoted by the Bank on its internet sites or otherwise in response to an online inquiry are for reference only and are not binding. Any rate, price and information offered by the Bank for the purpose of the relevant transaction shall be binding on the User upon the User confirming his acceptance irrespective of any different rate, price or information quoted by the Bank.

13.3 The Bank has the right to introduce new services within its Mobile Banking Service from time to time. The existence and availability of the new functions will be notified to the Customer as and when they become available. The changed terms and conditions applicable to the new Mobile Banking Service, if any, shall be communicated to the Customer. By using these new services, the Customer agrees to be bound by the terms and conditions applicable.

NOTICES

14.1 Mutual notices will have legal force under these terms and conditions if sent :-

14.1.1 Electronically to the mail box of either party as per the available email address; or

14.1.2 In writing by delivering them by hand or by sending them by post to the last address given by the Customer and in the case of the Bank to the address mentioned in the heading above.

14.2 In addition, the Bank may also publish notices of a general nature which are applicable to all Customers on its website. Such notices will have the same effect as a notice served individually to each Customer.

SEVERABILITY

15.1 Each of the provisions of these Mobile Banking Terms is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

GOVERNING LAW

16.1 These Mobile Banking Terms shall be governed by and will be interpreted in accordance with the laws of the Sultanate of Oman. All disputes arising out of or in connection with these Mobile Banking Terms shall be submitted to the exclusive jurisdiction of the Omani courts.