Easy Payment Plan

Terms and Conditions

1. Merchant will offer its customers the option of paying for purchases by way of the BankDhofar Credit Card Easy Payment Plan.
2. BankDhofar will extend the service to all its participating credit cardholders, allowing repayment by way of 3, 6, 9 or 12 equal monthly installments at 0% interest rate
3. This Agreement will commence on the date that this Agreement is signed by both parties and will continue until it is terminated pursuant to clause 11 below (Promotion Period).
4. Merchant will ensure the value of each purchase by way of the Promotion in the minimum eligible amount (as specified by BankDhofar) or greater. This value will be net of discount that would be offered to customers who purchase from Merchant during the Promotion Period.
5. BankDhofar will:
    a. Subject to sub-paragraph (b) below, pay directly to Merchant the value of the purchase within T + 1 day after the date of relevant transaction;
    b. Prior to making the payment to Merchant under sub-paragraph (a) above, recover the merchant discount of the total value of the transaction – which is inclusive of any merchant commission
6. Merchant will:
    a. Include the BankDhofar logo in all relevant marketing materials pertaining to the promotion
    b. Ensure the BankDhofar logo is given appropriate Prominence in all marketing activities;
    c. Must not add any load to the 'card purchases'; in other words, pricing shall be the same as cash purchases.
    d. Be responsible for ensuring that any regulatory approvals required for the Promotion and the activities envisaged in the Agreement are secured from the relevant authorities.
7. **BankDhofar will:**
    a. Ensure that all customers (including BankDhofar staff) enquiring at any of the BankDhofar offices will be provided guidance necessary to avail themselves of the Promotion;
    b. Be responsible for ensuring that any banking regulatory approvals required for the Promotion and the activities envisaged in this Agreement are secured from the relevant authorities;
    c. Install separate POS terminals to complete the credit card transactions. Merchant agrees to use the POS terminals to complete all installment-based transactions.
    d. Provide sufficient training to Merchant staff on the end-to-end process of using the installed POS machine and completion of the transaction.
8. In no event will BankDhofar, or its directors, officers, employees, or agents, be liable for any incidental, direct or indirect, special or consequential damages (including without limitation, loss of profits or sales, business interruption, loss of business information, or any other pecuniary loss) in connection with or arising out of the Agreement. In all situations involving performances of any of the POS terminals, the Merchant's sole and exclusive remedy shall be the repair or replacement of defective terminal(s).
9. BankDhofar may conduct frequent 'mystery shopping' exercises to determine if the correct information is being passed on to its credit card holders acquiring Bundles. The mystery shopping will assess the following factors:
    a. Employee knowledge of Scheme and howinstallment scheme works
    b. Adequate materials are displayed
    c. Front line staff promptness in marketing the scheme to BankDhofar credit card holders
10. Each party warrants that:
    a. It has all requisite corporate power and authorityto enter into this Agreement and to carry out thetransactions contemplated herein;
    b. It has obtained all consents, permissions and licenses necessary to enable it to perform its obligations hereunder.
    c. Use or possession by the other party if any of itsintellectual property rights of any third party.
    d. It will perform its obligations hereunder usingthe skill and care of diligent supplier and inaccordance with best industry practice and standards.
11. Either party may terminate this Agreement in the following circumstance:
    a. If the other party commits a material breach andsuch breach is not remedied within 14 days of notice being given;
    b. The other party suffers an insolvency related event – including a winding up resolution, the appointment of an external controller or the making of a court sanctioned arrangement with creditors; or
    c. For convenience on giving the other party 3 months' notice in writing.
12. Termination if this Agreement does not affect a party's accrued rights and obligations at the date of termination or the coming into force or the continuance of any provision of the Agreement which is expressly or by implication intended to come into force or continue in force on or after termination.
13. This Agreement and any documents referred to herein set out the entire Agreement and understanding between the partiesrelating to the subject matter hereof.
14. No purported variation of the Agreement will be effective unless it is in writing and signed by or on behalf of each of the parties.
15. This Agreement may not be assigned or novated without the written consent of both parties
16. Notices under this Agreement must be sent to the relevant party's head office or the main business point of contact with theother party.
17. To the extent that any provision of the Agreement is found by any court or competent authority to be invalid, unlawful orunenforceable in any jurisdiction, that provision shall be deemed not to be part of this Agreement and to the extent possiblethe Agreement will continue without the provision.
18. No single or partial exercise or failure or delay in exercising any right, power or remedy by any party, will constitute a waiverby that party, or impair or preclude any further exercise, of that or any right, power or remedy arising under the Agreementor otherwise.
19. This Agreement shall be governed by and construed in accordance with the laws of the Sultanate of Oman and for all purposes relating to the Agreement, either Party may refer any dispute to arbitration to be conducted by a single arbitrator with all documents, submissions and hearings to be in the English language and to be conducted in Muscat, Oman in accordance with the Arbitration Law of Oman (Royal Decree 97/47).