

## **TERMS AND CONDITIONS FOR NBO MarketZone MOBILE BANKING**

Please read the following Terms and Conditions carefully. Access to and use of the **National Bank of Oman SAOG** NBO MarketZone Mobile Banking is conditional on acceptance of these Terms and Conditions. By accessing NBO MarketZone Mobile Banking application, you agree to be bound by these Terms and Conditions which may change from time to time at the Banks absolute discretion. If you do not agree with these Terms and Conditions you must immediately discontinue access to and use of the NBO MarketZone Mobile Banking application and the services contained therein. The customer should have authorized access to the Internet. The completion of online registration and acceptance of the Terms and Conditions of NBO MarketZone Mobile Banking does apply acceptance to use NBO MarketZone Mobile Banking application. National Bank of Oman shall in no way be liable if any customer/(s) is/are unable to login to NBO MarketZone Mobile Banking due to incompatible mobile phone handsets, telecom usage plans or any other reason whatsoever. National Bank of Oman reserves the right to provide or not provide the NBO MarketZone Mobile Banking facility on a particular handset model.

These terms and conditions form the contract between the USER and the BANK and shall be in addition to and not in derogation of other terms and conditions relating to any account of the USER and/or the respective product or the service provided by the BANK.

### **1. DEFINITIONS**

In this document the following words and phrases shall have the meanings as set below unless the context indicates otherwise.

**“Account(s)”** refers to the User’s bank account and/or any other type of account, maintained with the Bank or which may be opened in the future by the customer, which are eligible for operations through the use of NBO MarketZone Mobile Banking application. One of these accounts will be designated as the Primary Account and all other accounts (if any) of the User will be referred to as Secondary Accounts.

**“Account Holder”** means a Customer of National Bank of Oman (SAOG) who holds accounts with the Bank.

**“Agreement”** means the Terms and Conditions consented to by the Customer when applying for the National Bank of Oman Mobile Banking System.

**“Authorization Code”** refers to the numeric code sent to the customer on the mobile number / email for the purpose of re-verifying the identity of the customer to use NBO MarketZone Mobile Banking

“**Bank**” means the National Bank of Oman (SAOG) its successors, assignees, agents and authorized representatives

“**Business Day**” means a day on which Banks in Oman are open, currently Sunday to Thursday, excluding official holidays or official holidays announced by the CBO.

“**Call Centre**” means the call center of National Bank of Oman with the responsibility of Customer service

“**Customer**” means the customer accessing and using the Mobile Banking System.

“**Cut-Off Time**” means the transaction (s) cut-off time, after which any transactions will not be processed and instead will be processed on the next Business Day

“**E-mail**” refers to the customer’s registered e-mail with the bank.

“**Financial Institution**” means any other Bank or institution offering financial products / services, within or outside of Oman

“**Mobile Banking Service**” means the Mobile Banking service, which comprises any banking and non-banking services, provided through the medium of the Internet.

“**Instruction**” means any request or Instruction regarding any Customer Accounts, which is effected through the Mobile Banking Service.

“**Mobile Number**” refers to the customer’s registered mobile number with the bank.

“**NBO MarketZone application**” refers to the trade name of the Bank’s Mobile Banking Service which provides customers services, such as enquiry of portfolio, trading features and other services as the Bank may decide to provide from time to time to the User through NBO MarketZone application.

“**Party**” means any Party to this Agreement, and Parties shall mean both Bank and the Customer who holds an Account with the bank.

“**Password**” means the password set by the Customer pursuant to the Customers initial signup to the Mobile or Internet Banking System. The password shall be used for all subsequent access to the Mobile or Internet Banking and must be kept confidential at all times.

The password is used to identify the customer accessing NBO MarketZone Banking systems. The National Bank of Oman reserves the right to request its customers to change NBO MarketZone Banking password / issue any other password as and when deemed necessary.

**“Personal Information”** refers to the information provided by the User to the Bank

**“OMR”** means the Rial Omani, the lawful currency for the Sultanate of Oman

**“Bz”** means the Baiza, the lawful currency for the Sultanate of Oman.

**“Service(s)”** means collectively the Mobile Banking Service offered by the Bank and singularly the banking services available through NBO MarketZone application System from time to time which enable the Customer to obtain account information and to carry out certain banking transactions/services pertaining to the Customer’s Account(s)

**“SMS Banking”** means the SMS Banking service offered by the Bank whereby Customers are informed of account activities.

**“Statement of Account”** means a periodic statement/written confirmation issued by the Bank in relation to an Account containing details of transactions conducted during the preceding period.

**“Terms”** means these Terms and Conditions for use of the Mobile Banking service as specified in this document and as amended/modified by the Bank from time to time

**“User”** of NBO MarketZone shall mean a customer of the Bank authorized to use NBO MarketZone mobile application. The service is not available for Minor. In this document all references to the **“User”** being referred in masculine gender shall be deemed to include the feminine gender.

**“Username”** means the username set by the Customer pursuant to the Customer’s initial signup to the NBO MarketZone trading System. The username shall be used for all subsequent access to the Customer’s Mobile and must be kept confidential at all times.

**“You”** means the Customer of the Bank, an Account Holder who has accepted these Terms and Conditions and wishes to make use of the NBO MarketZone trading System offered by the Bank.

The Bank shall endeavor to provide to the User various services including but not limited to inquiry of the balance in the investment Account/s, transaction details in the Account/s, transfer of funds and other services as the Bank may decide to provide from time to time. NBO MarketZone Service is at the discretion of the Bank which reserves the right to add, revise, suspend in whole or in part any of the services provided under NBO MarketZone Mobile Banking application, without notice, and these shall be binding on the User.

## 2. CUSTOMER'S ACCEPTANCE

2.1 In consideration of National Bank of Oman making available the Services through the NBO MarketZone trading System, the Customer acknowledges, accepts and understands the following:

- a. By accessing and/or using this NBO MarketZone Service the Customer accepts and agrees to be bound by the Terms and Conditions herein stated;
- b. The Customer irrevocably and unconditionally accepts as binding any Service availed of and/or transaction and/or instruction made or given through the NBO MarketZone System;
- c. It is the Customers responsibility, and at their own risk, to provide the Bank with correct account details of payment beneficiaries for any transactions instructed by the Customer. The Bank shall not be obliged to verify any details provided to it pursuant to a Customer's Instruction; The Bank assumes no liability for any errors or incorrect instructions or details issued and made by the Customer.
- d. Bank's records of any transaction processed through the NBO MarketZone System shall constitute binding and conclusive evidence of such transaction for all purposes; and
- e. The Customer further acknowledges that any Services accessed or utilized through the NBO MarketZone System shall be subject to the Bank's Terms and Conditions as applicable from time to time, including but not limited to any fees, expenses or charges relevant thereto which shall directly debit from the Customers nominated Account(s) without notice to the Customer.

2.2 The Customer acknowledges that Bank is granting the Customer a non-exclusive, non-transferable, temporary license to use the NBO MarketZone System and this permission is restricted to authorized legitimate use of the Service. All information, trademarks and names given on this application belong to National Bank of Oman and the Customer agrees:

- a. Not to use this information except in connection with accessing and using the NBO MarketZone System;
- b. Not to make/take copies, sell, assign, commercially rent, sub-license or otherwise transfer the same to any third person; and
- c. Not to attempt to decompose, reverse or tamper with the system or software related to the NBO MarketZone System.

### 3. ACCESS AND USE OF THE NBO MarketZone SYSTEM

- 3.1. For security reasons and to ensure controlled and genuine access to and use of the NBO MarketZone System the Customer should have a valid GSM number and Email registered at all times of relationship with the Bank. You will not be able to use all the functionalities of NBO MarketZone if you do not provide these details.
- 3.2. Users must have at least one investment account with the Bank. If the User has more than one investment account or other relationship with the Bank, the Bank may "link" some or all of the accounts/relationships together with the primary personal account. Accounts, which are "linked" under the NBO MarketZone Service, will have one common owner. Any non-linked account will not be accessible through the NBO MarketZone Service. Accessibility of eligible accounts may vary based on the service(s) that the User selects.
- 3.3. The Bank recommends the Customer should use the NBO MarketZone Mobile application on a mobile device which they own.
- 3.4. The Customer is responsible for ensuring that their mobile device is compatible with the NBO MarketZone System and has all necessary security software. Bank will not be responsible for any loss, damage or harm arising due to non-compatibility between systems and the Customers mobile phone device or for the Customers lack of security software that could result in any loss, damage or harm to the Customer's mobile device or Accounts.
- 3.5. The NBO MarketZone Service can be used to:
  - a. Obtain the balance of Customer's own investment Account, trade stocks (buy and sell), market watch, portfolio summary, etc. which are accessible through NBO MarketZone Mobile Banking application ;
- 3.6. NBO MarketZone Mobile Banking Services are provided entirely at the risk of the Customer who indemnifies the Bank for all loss or damages, howsoever caused, resulting from the use of any of the Services.

### 4. SECURITY

- 4.1 To log-on to the NBO MarketZone Mobile Banking System the Customer will be in a 'secure' session. In addition to this the Bank uses Secure Sockets Layer (SSL) Encryption technology to encrypt your personal information before it leaves the NBO MarketZone Mobile Banking application in your device.

- 4.2 For registering to the NBO MarketZone Mobile banking system, the Customer is required to contact the Front Office with the relevant documents and filled form with suggested username, for every subsequent log-on the Customer is required to input a unique and confidential Username and password and OTP.
- 4.3 For all log on attempts, the Password will be input using the mobile device keypad which ensures the security of the Password.
- 4.4 The Customer is responsible for keeping the NBO MarketZone Mobile Banking Username and Password secure and strictly confidential at all times and must not disclose the Username and Password to any other person, howsoever related to the Customer, at any time, even on their behalf.
- 4.5 It is recommended that for safety reasons the Customer changes his password every 6 weeks.
- 4.6 The Customer must secure and take steps to prevent unauthorized access and use of his NBO MarketZone Mobile Banking application Username and Password. You must never write or otherwise record the ATM card number, ATM Pin Code, Mobile Banking Username or Password in any way that can be understood or discovered by a 3rd party; never record the Username and Password together; and never disclose any of the above information to any 3rd party. The Customer should avoid all "secret answers" or Passwords that may be obvious and easy to guess, such as birthdays, telephone numbers etc.
- 4.7 For security reasons the Customer will only have 5 attempts to input the correct Password to gain access to the Mobile Banking Service. After the fifth incorrect attempt the Customers NBO MarketZone Mobile Banking Account will be blocked. Customer will need to contact the Relationship Manager for the activation.
- 4.8 The Bank will execute all Instructions given by an apparently authorized and genuine Mobile Banking user. The Bank will not be responsible for the Customers negligence of their access credentials or for any subsequent loss on behalf of the Customer due to such negligence.
- 4.9 Once logged on to their NBO MarketZone Mobile Banking application the Customer must not leave their mobile device unattended at any time and must not let anyone else use it until they have properly logged off. The Customer is responsible for ensuring they have logged off properly.

- 4.10 The Bank may request the Customer to reset the Password as and when deemed necessary. . The Customer may change their Password at any time through their Mobile or Internet Banking access.
- 4.11 The Customer is responsible for complying with any other security measures and requirements, which Bank may advise from time to time.
- 4.12 Subject to these Terms and without prejudice to rights of the Bank hereunder, will take all reasonably practicable steps to ensure that its systems in connection with Mobile Banking System are adequately secure and to manage and control the risks in operating the systems, taking into account relevant laws, regulations and good practices prevailing in the banking industry and as applicable from time to time.

## 5. CUSTOMER'S INSTRUCTIONS

5.1 Any instructions given to through use of the NBO MarketZone Mobile Banking System by using the Customer's Username, Password and Authorization Code will be deemed to be validly and legally given by the Customer and will be entitled to assume that the referred instructions are genuinely given by You.

5.2 Bank will be entitled to act on Customer's Instructions without any further written or other confirmation from you and will not acknowledge the receipt of any instruction nor shall it be responsible for verifying any Instructions.

5.3 Bank will endeavor to give effect to Instructions on a best efforts basis.

5.4 The Customer is fully responsible for any Instructions given to Bank and the Bank will not be liable in any manner for any unauthorized, fraudulent, or erroneous Instruction due to customer's own negligence.

5.5 It is the Customer's responsibility to ensure that all details relating to the beneficiaries account are inputted correctly. Bank is under no obligation to verify these details and cannot be held liable for any funds transferred to an incorrect beneficiary.

5.6 Bank may, at its sole discretion, refuse to carry out any Instructions if the Bank has reason (in which the decision of the Bank will be final and binding) to believe the instructions are illegal. The Customer must frequently and diligently check all Statements of Accounts and / or other means of transactions notifications held by them to ensure there have been no unauthorized or incorrect transactions. In case

of any discrepancy in details of any transactions carried out in respect of an Account, the Customer must inform the Bank immediately in writing or by calling the Call Centre. Bank will not be responsible in any manner if you fail to notify the Bank within thirty (30) days of the transaction. Any failure to inform the Bank of any discrepancies within these time limits will result in the Bank considering that all transactions and Instructions are correct and accepted by the Customer as transactions instructed by them.

5.7 Any transaction conducted on the NBO MarketZone Mobile Banking System will be recorded in a Statement of Account as issued upon request for a charge for printed statements or as available in NBO MarketZone Mobile Banking application for free.

5.8 Any instructions submitted through the NBO MarketZone trading System will not be effected if operations of the Mobile Banking System are suspended or come to an end due to any reason.

## 6. EXECUTION OF INSTRUCTIONS

6.1 Any instructions given through the Mobile Banking System will be deemed to be validly given by the Mobile Banking user and shall not be required to further verify this or the Instruction given.

6.2 Bank will debit the applicable charges/fees for the transactions from your Account. The Instructions you give on the NBOMarketZone Mobile Banking Service cannot be reversed without Bank's approval.

6.3 Bank, if justified at its sole discretion, will be entitled to refuse to carry out an Instruction submitted through NBO MarketZone Mobile Banking System or may require you to provide a written confirmation of such instructions.

6.4 If an Instruction is given on a Business Day but after the cut-off times as indicated in Clause 8 (*Cut Off Times*), the Instruction will be processed on the next Business Day.

6.5 Instructions to make payments or transfers between Accounts held within the Bank will be effected immediately unless for reasons beyond bank's control.

6.6 Instructions to transfer any currency to an account held in a foreign country will be effected only during a Business Day and before the cut off times in Oman. The application of funds will be effected as per the working hours and the cut offs in the country of the beneficiary account and the center for the relevant currency.

6.7 In the absence of special Instructions, Bank may convert all transfers to Your Account into the currency of the Account at Bank's selling rate of the currency.

6.8 All transfers requested by you will be converted by the paying bank into local currency at its buying rate unless the payee has made special arrangements with the paying bank.

6.9 Withdrawals and/or transfers of funds will not be permitted against un-cleared funds.

6.10 If the transfer authority is submitted through the NBO MarketZone Mobile Banking System, Bank will act upon such authority/Instructions and may presume that the same are genuine and accurately represent the wishes of the Customer, even if the Instructions are actually compiled or sent in error or by fraud or negligence or altered or amended by someone other than the Customer with or without the actual knowledge or Instructions of the Customer. has no duty to verify the facts and genuineness of the Instructions.

6.11 Bank may delay acting upon an Instruction or ask for more information before acting on an Instruction.

6.12 Where Bank has Instructions for more than one payment from an Account on the same day, the Bank will follow the sequence in which the payments are made

## 7. TRANSACTION LIMITS

The following are the daily transaction limits for trade transactions that exceed these limits will not be executed:

Maximum limit to Buy/Sell securities will be capped at maximum trading limit and shares held in the portfolio.

The Bank reserves the right to change the above mentioned limits without providing any advance notice or communication.

## 8. CUT OFF TIMES

8.1 Executing Customer Instructions regarding transactions within Bank will be undertaken immediately except in cases beyond its control e.g. where bank faces technical/ system/ communication issues. Preventing such immediate transfer

8.2 Executing Customers Instructions in foreign currencies, outside of Bank or outside of Oman will only be undertaken during the Business Day working hours. Instructions given after working hours will only be executed on the next Business Day.

## 9. TIME OUT

The Customer should not leave their mobile device unattended while logged on to the NBO MarketZone trading Mobile Banking Service. For security reasons and for the preservation of confidential information, if the Customer leaves the logged on NBO MarketZone Mobile Banking application idle for **5 minutes or if the customer moves out of the NBO MarketZone trading mobile banking application** the system will time out and the Customer will be logged out of the Mobile Banking Service. To regain access to Mobile Banking, the customer must log on from the beginning and input their Username, Password and OTP again.

## 10. CUSTOMER'S OBLIGATIONS

In using the NBO MarketZone trading Mobile System, the Customer has numerous responsibilities and obligations as a condition to use of the Service. These include but are not limited to:

- a. Responsibility for ensuring the mobile device or other devices used to access the Mobile Banking Service are safe and free from any virus and that they are adequately protected against encountering viruses, malwares
- b. The Customer hereby irrevocably and unconditionally accepts responsibility and liability for any and all transactions arising from the use of the Mobile trading Service without limitation;
- c. The Customer must check regularly their statements of all transactions and statements of accounts and inform the Bank immediately of any discrepancies within 30 days.;
- d. The Customer agrees not to interfere with or damage (or in any way attempt to) any data, software or security associated with the Mobile Banking Service;
- e. The Customer must ensure that there are sufficient funds/limits in their account for the Bank to carry out instructed transactions.
- f. Failure by the Customer to comply with their responsibilities, obligations and these Terms and Conditions entitles the Bank to terminate the Customers Mobile trading access.

## 11. BANK'S Rights and Responsibilities

In providing the Mobile trading System to Customers, the Bank has numerous rights and responsibilities. These include but are not limited to:

- a. The Bank is hereby authorized to rely on and accept as genuine and thus act upon all apparently valid Instructions, even if they conflict with any other mandate given at any time concerning your account, or if it is later proven that these Instructions were in fact not given by you personally but through Your Mobile Banking access using your Username and Password;
- b. The Bank will debit from your relevant Accounts all amounts paid and incurred in accordance with any Instructions;
- c. The Bank, as deemed appropriate, may at its sole discretion, refuse to carry out any Instructions if has reason (in which the decision of will be final and binding) to believe the instructions are illegal
- d. The Bank will make reasonable efforts to modify, not process or delay processing any Instruction where the Customer so requests us, in writing, to do so. However the Bank shall not be liable for any failure to comply with such a request unless it is due to bank's failure to make reasonable efforts to do so;
- e. The Bank may suspend any Service provided to you under the Mobile Trading System without notice where the bank considers it necessary or advisable to do so. Such situations will include but not be limited to where there is suspected breach of security and a need for maintenance of the System;
- f. The Bank will use reasonable efforts to inform you without undue delay through the Mobile Trading Service and/or our application or by any other means as appropriate if any service in the Mobile Trading System is unavailable;

## 12.GENERAL

12.1 Any information given by the Customer will be deemed to be correct and Bank will be entitled, without any obligation, to review or monitor such information for security, administration or any other purposes. Such information will be the property of the Bank.

12.2 A transaction being carried out is not always simultaneous with an Instruction given. Certain transactions may take more time to process and certain Instructions will only be processed during the Business Day and during normal working hours although the Mobile Trading Service is accessible at any time of the day.

## 13. CHARGES

13.1 National Bank of Oman will be entitled to:

- a. charge a fee for the use of this Mobile Trading Service, the cost and implementation of which shall be notified to you in writing or any appropriate means of available communication method within 30 days in advance;
- b. Charge applicable fees and service charges for carrying out transactions on the Mobile Trading System, such charges to be notified to the Customer by the Bank from time to time.

13.2 If the amounts of any such charges are to be increased by the Bank, the Bank will notify Customers in advance. If the Customer continues to use the Mobile Trading Service after notification of such charges they will be deemed to have accepted such charges and to have authorized the Bank to debit such charges from their Accounts.

13.3 Charges will be directly debited from the Customer's investment Accounts held with the Bank.

## 14. RECORDS AND STATEMENTS

14.1 Customers will be able to check their statements and all records of transactions on the Mobile Trading Service. Customers must check these statements and records regularly and advise the Bank immediately of any discrepancies or disputes.

14.2 These Mobile trading statements will be the Bank's and Customer's records of all transactions and will be conclusive evidence of the Customer's Instructions and dealings in connection with the Mobile trading Service.

14.3 Customer admits these records, as conclusive evidence of all transactions.

## 15. LOST OR STOLEN USERNAME AND PASSWORD

15.1 If the Customer suspects or discovers that their Username and Password have become known by any 3<sup>rd</sup> party, they must immediately inform by calling the Relationship Manager or Call Centre on 800-77 0 77 / +968-2477 00 00 who will suspend the Customer's Mobile Trading access.

15.2 The Bank will not be held liable for any unauthorized transactions, unless the customer notifies the Bank of a lost or stolen username and Password. Once the Bank has been notified of the lost or stolen Username and Password and has had reasonable time to suspend the Mobile trading access, the

Customer will not be liable for any further unauthorized transactions unless the Bank can establish that you have acted fraudulently.

15.3 The Customer agrees and acknowledges that Bank may disclose information about you or your Accounts to the police or third parties if the Bank thinks it will help prevent or recover losses as per the Laws of Oman.

## 16. CUSTOMER'S LIABILITY

16.1 The Customer is responsible for all claims, actions, damages or losses incurred by Your internet service provider in relation to You accessing and using Mobile Trading System.

16.2 The Customer is solely liable for the payment of utility bills or person to person payments and for any subsequent late payments to third parties.

16.3 The Customer is solely liable for any erroneous payments made to a third party as per Your erroneous instructions. It is the Customers responsibility to ensure the beneficiary details are input correctly and the Customer is liable for all costs and expenses incurred due to misdirected funds.

16.4 The Customer is responsible for all losses (including the amount of any transaction carried out without customer's authority) if the Customer has acted without reasonable care or fraudulently, so as to facilitate unauthorized transactions. For the purposes of this Clause 15 acting without reasonable care shall be deemed to include failure to observe any of Your security duties referred to in these Terms.

16.5 The Customer is solely responsible for safeguarding the mobile phone device and the NBO MarketZone Mobile Banking application installed on his device and it is customer's responsibility to uninstall the application if the customer intends to sell that device or hand it over to any other person.

## 17. BANK'S LIABILITY

The Bank will take reasonable care to ensure that any information provided to You through the Mobile Banking Service is an accurate reflection of the information contained within its systems and/ or records or, where the information is provided by a third party, accurately reflects the information we have received from them. Due to the nature of this Mobile Trading Service product and circumstances beyond our control, we do not warrant that the information provided by the Mobile trading Service is accurate or error free at all time. Some of the information available through the Mobile trading Service (such as Exchange Rates) are subject to specific disclaimers as can be found on the bank website. If you rely on any information provided on the Bank's website or Mobile Trading system You do so at Your own risk, subject to these Terms, and subject to the relevant specific disclaimers.

## 18. BANK'S EXCLUDED LIABILITY

18.1 Bank will not be responsible if customer is unable to gain access to and/or use the Mobile Trading Service due to reasons beyond its control, including without limitation, any mobile device, and telecommunication, electrical, technical or network failure/malfunction.

18.2 The Customer is aware of and agrees that internet communications are not secure unless the data is being sent in an encrypted form; The Bank at all times will make enough efforts to ensure the data transmitted from is secured and encrypted but will not be liable for any corrupted data being sent through the Mobile Trading Service due to some uncontrollable circumstances.

18.3 The Customer should acquaint themselves with the process/method of services available on the Mobile Banking and Bank will not be responsible for any errors made by the customer and/or other co-account holders.

18.4 Bank will not be liable for any loss or damages of whatsoever nature, whether direct, indirect or consequential, to the Customer as a result of making the Mobile Trading System available, when such loss or damages are caused by (but without limitation to), the following:

- a. Acting on an Instruction which has been validly authenticated as submitted by the customer but which in fact was given fraudulently or mistakenly by a third person/party(ies);
- b. Any failure to act upon any Instructions or to provide the Services for any reason that are beyond control;
- c. Loss of any Instructions given by the Customer through the Mobile Trading System due to technical failures;
- d. The Mobile Trading System being totally or partly unavailable for any reason;
- e. Execution of the customer's Instruction being delayed or not being acted upon by , for causes not attributable to, or beyond the control of, ;
- f. The customer's reliance on the information provided and available on the Mobile Trading System;
- g. Any unauthorized access by a third party to information about the customer's Account(s) (except where the access is obtained due to gross negligence or willful default of and in such cases will only be liable for direct loss or damage to the Customer which in the

ordinary course of events might reasonably be expected to result from circumstances in question);

- h. Any change, alteration, additions or deletions to these Terms and Conditions, the Services, the systems of operation of the Mobile Trading System, or the daily cut- off times, provided such alterations and additions will be updated on the website.
- i. Customer selling his mobile phone device or handing it over to any person without uninstalling the NBO MarketZone Mobile Banking application.

18.5 Bank shall not be responsible or liable for any erroneous transactions through NBO MarketZone application.

18.6 Due to the nature of the Mobile Trading Service, Bank will not be responsible for any loss or damages to your data, software, computer, telecommunications or other equipment caused by you using the Mobile trading Service.

18.7 In no circumstances will Bank be liable for any damages, including but without limitation to, direct or indirect, special, incidental or consequential damages; losses or expenses arising in connection with this application or any linked Site and any use thereof (or inability to access and/or use) by any party; or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, virus or line or system failure.

18.8 Bank obligations of confidentiality towards its customers will be subject to the provisions of the respective Omani Laws and Regulations.

18.9 Bank shall not be responsible or liable for any misuse of funds done by 3<sup>rd</sup> party to whom the payment is made using the Bank's Mobile Trading system.

## 19. INDEMNITY

19.1 The Customer hereby indemnifies and holds indemnified and harmless , the bank and its employees, officers, agents, representatives, directors, shareholders, and any nominees from and against all actions, claims, proceedings, demands, losses, damages, harms (including direct, indirect or consequential) costs, expenses, charges, taxes, penalties and legal costs and any other liabilities of whatsoever nature which may incur or suffer by reason of the customer accessing and/or using the Mobile Trading System.

19.2 The Customer agrees to hold harmless and indemnify the Bank against any loss, cost, damage, expense, liability or proceedings which the customer may incur or suffer as a result of Bank acting upon, delaying to act upon, or refraining from acting upon the said instructions.

19.3 Bank will not be liable for any act or omission of any correspondent or paying bank or for any error or delay in transmission. The Customer agrees to indemnify and hold Bank harmless against all losses, damages and expenses incurred by Bank in relation to any telegraphic transfers made by NBO on the customer's Instructions.

## 20.E-MESSAGING

20.1 The Facility for E-Messaging enables Customers to send and receive secure messages between the Customer and the Bank through the Mobile Trading Service and email communication.

20.2 The Bank will aim to respond to all e-messages within 2 working days. If this is not possible or the bank is not willing to answer Your query or entertain Your request within this timescale or at all the bank will aim to inform You of this within 2 working days.

20.3 The Customer should not send the Bank messages:

- a. Relating to matters for which there is a specific functionality available on the Mobile Trading Service (e.g. to make a payment);
- b. Which require immediate attention;
- c. Which are requests of a transactional nature;
- d. Reporting to deactivate the username;
- e. On behalf of any 3<sup>rd</sup> party or in relation to any dealings with 3<sup>rd</sup> parties;
- f. Which are offensive, frivolous or other inappropriate;

If You do so, the Bank may, at its absolute discretion, close Your Mobile Trading access and not permit You to use the Mobile Trading System.

20.4 The Bank may send You messages concerning any Accounts, products or services which You have with the bank, including the Mobile Trading Service, or any other service related matters.

## 21.SUPPORT 24 7787 90 / 91 / 61

21.1 The Bank has a Call Centre set up to receive and deal with Customers calls and queries.

21.2 You hereby permit us to record Your telephone calls to the Call Centre for transaction verifications, records, quality control and training purposes.

## 22.LINKS

22.1 This Mobile Trading application may contain links to web sites controlled or offered by third parties (non-affiliates of Bank). Hereby disclaims liability for, any information, materials, and products or services posted or offered on any of the third party sites linked to the Mobile Trading application.

22.2 By creating a link to a third party web site, Bank does not endorse or recommend any products or services offered or information contained at that web site, nor is the Bank liable for any failure of products or services offered or advertised at those sites. Such third party may have a privacy policy different from that of Bank and the third party application may provide less security than the NBO MarketZone Mobile Banking System.

## 23.USE OF INFORMATION AND MATERIALS

23.1 The Customer understands and agrees that the information and materials contained in the Mobile Trading application, and these Terms are subject to change by Bank from time to time and at its absolute discretion. Unauthorized use of the Mobile Trading System, including but not limited to unauthorized entry into Bank's systems, misuse of passwords, or misuse of any information on the Mobile Trading application is strictly prohibited.

23.2 All information, except the confidential information of our customers' banking transactions, submitted to Bank via Mobile Trading application are deemed and shall remain to be the property of Bank and Bank will be free to use such information for any purpose, idea, concept, technique contained in information provided by the customer to Bank through this application.

23.3 The information and materials contained in this application, including text, graphics, links or other items are provided on an "as is", "as available" basis. Bank does not warrant the accuracy, adequacy or completeness of this information and materials and expressly disclaims liability for errors or omissions in this information and materials.

## 24.AVAILABILITY

- 26.1 Bank will, on a best effort basis, make available the Mobile Trading System for use, however routine maintenance requirements, excess demands on the system and reasons beyond the control of Bank may cause disruptions in availability of this Service.
- 26.2 Bank will not be liable to the Customer if the Bank is unable to perform its obligations or provide any or all of the Services available under this Agreement due (whether directly, indirectly or consequently) to:
- The failure of any machine, data processing system or transmission link; or
  - Any period of essential maintenance, critical change, repairs, alteration to or failure or computer systems.

## 25.TERMINATION

- 27.1 Bank may terminate your Mobile Trading access or may terminate the service altogether at any time and at the discretion of the Bank.
- 27.2 Termination of the Mobile Trading System and of this Agreement does not affect any rights or liabilities of either Party accruing before termination.

## 26.NO WARRANTY

The information and materials contained in the Mobile Trading application, including text, graphics, links or other items are provided on an "as is", "as available" basis does not warrant the accuracy, adequacy or completeness of any information and materials contained herein and expressly disclaims liability for errors or omissions. No warranty of any kind, implied, expressed or statutory including but not limited to the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from virus, is given in conjunction with the information and materials.

## 27.ADDITIONAL TERMS

These Terms and Conditions are in addition to the terms and conditions applicable to the banking accounts terms and conditions and other terms and conditions which govern the services and Retail Banking facilities provided by Bank . In the event of a conflict between these Terms and Conditions and other terms and conditions, these Terms and Conditions will prevail as far as the issue or dispute relates to Mobile Trading Service, in all other cases the other terms and conditions for your separate and specific Accounts shall prevail.

## 28.MISCELLANEOUS

- 30.1 The Bank, as deemed appropriate, may at its sole discretion, refuse any application for the Mobile Trading Services (in which the decision of Bank will be final and binding) to believe the instructions are illegal
- 30.2 If any provision of this contract shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way impair or affect any other provisions of this Agreement, all of which shall remain in full force and effect.
- 30.3 Any waiver by Bank shall not be construed as a permanent waiver and such waivers will not affect adversely the rights of Bank under this Agreement at any other time.
- 30.4 You may cease your use of Mobile Trading Service at any time upon notice to the Bank.
- 30.5 Bank may restrict or withdraw this Mobile Trading Service from public use at any time and for any reason deemed appropriate by the Bank without written notice to you.
- 30.6 The Mobile Trading System should be used in good faith and in accordance with these Terms and Conditions.
- 30.7 The Mobile Trading System should not be abused or used to commit any kind of fraud or illegality.
- 30.8 Any Instructions given by the Customer through the Mobile Trading System will comply with these Terms and Conditions in addition to the Bank's existing Terms and Conditions for those specific accounts from which the transactions may be originated. In the event of any inconsistencies between the Terms and Conditions, these Terms and Conditions will apply.
- 30.9 Bank has the right to modify these Terms and Conditions, any information issued about the Mobile Trading Service, and or screens through which You access the Mobile Trading Service from time to time at its absolute discretion. Any amendments will be notified to the Customer in such a manner as solely determined by the Bank.
- 30.10 National Bank of Oman (NBO) trademarks/trade names of NBO are used and registered throughout the world. NBO and its subsidiaries also claims the same rights in certain other trademarks and service marks contained in these web pages and no third party whether incorporated or un-incorporated shall have any claim on the referred trademarks/names or any intellectual property right of any nature.
- 30.11 Bank is entitled, at their absolute discretion, to alter, amend or replace any or all procedure, form or level of encryption to consistently maintain Security and confidentiality Standards.
- 30.12 Customer understands and agrees to that all obligations under these Terms and Conditions are the sole responsibility of customer and are subject to laws of Oman.
- 30.13 Mobile Trading application is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to local laws or regulations.

## 29. FORCE MAJEURE

Neither party shall be considered to be in default nor assume any liability or responsibility for consequences arising out of the following events (Force Majeure events), but not limited to, the interruption of their performance of the Works of this Agreement by epidemics, fires, floods or any other natural disturbances and acts of God or of war, acts of government, any civil commotion, riot, insurrection or hostilities, blockades, or embargoes and all other causes beyond the reasonable control and expectations of either party that arise without the fault or negligence of either party and that make impossible the performance of the Agreement, such circumstances shall result in excusable delay. If either party intends to rely on the provisions of this Article, it shall give immediate notification by means of facsimile message or registered mail to the other party with the full particulars of such event and a written notice within 10 (ten) working days of its occurrence showing the effects of such circumstances on the Agreement time schedule. The performance of the Agreement shall be suspended during the inability so caused. The parties shall make all efforts to circumvent the situation of Force Majeure as soon as possible.

## 30. GOVERNING LAW

These Terms and Conditions, access to the Mobile Trading System and use of the Services provided therein shall be governed by the laws of the Sultanate of Oman. Customer admits to the exclusive jurisdiction of courts in Oman reserves the right to pursue its remedies outside of Oman in the courts of any other jurisdiction, if so was considered more appropriate for the Bank.

**In order to signify Your agreement to the Terms and Conditions, please tick the "I Agree" box in the login screen to be able to use the NBO MarketZone application.**