

NBO Prepaid Card

Retail Banking

Worldwide Acceptance

Your NBO Prepaid Card is accepted at over 18 million establishments worldwide. Hotels, airlines, car rentals, restaurants, gas stations, hospitals, departmental stores and other establishments.

Customer Service

If you need any assistance, just dial the NBO Call centre within Oman on 800 77077

Or

(00968) 24811711 from outside of Oman.

Fax: (00968) 24778585, E-mail: ask@nbo.co.om

Card services: National Bank of Oman (SAOG),

P.O. Box 751, Postal Code 112, Ruwi, Sultanate of Oman.

Security

It is important that you safeguard your NBO Prepaid Card and related details, your PIN and any other passwords, equipment or software required for operation of your Prepaid Card.

If you do not, then you may be liable for unauthorised transactions and other amounts as explained further in the Terms and Conditions. You may also have other liabilities, and our liability may be limited, as described in the Terms and Conditions. There is also a risk of unauthorised transactions being made through Prepaid Card. In certain circumstances, the Issuer's liability in respect of unauthorised transactions is limited, meaning that you may still be liable for the transaction. In some circumstances the Issuer may not be liable for losses caused by equipment or system failure (including consequential losses), meaning that you may still be liable for the transaction and consequential losses.

Service Availability

In some circumstances, there is a risk that ATM or POS services may not be available for a period of time. The Issuer and Scheme are dependent upon the reliability and operational processes of technology and communications providers, with respect to computer and telecommunications networks. While all parties seek to achieve 100% availability, process and service disruptions may occur.

Third Party Limits

The amounts withdrawn or used for purchases using Prepaid Card may be limited by the Issuer, or regional regulatory limits as relevant.

Frequently Asked Questions

Q. Where can I use my NBO Prepaid Card?

A. Your NBO Card can be used anywhere in Oman and worldwide, for purchase of goods and services, in all shops and establishments that display your Card Scheme. These include hotels, restaurants, travel agents and much more.

Q. Is there any charge for using my Prepaid Card at merchant establishments?

A. No, there is no charge for using your NBO Prepaid Card at merchant establishments. Merchants cannot ask you to pay more than the bill amount for using your Card.

Q. Can I withdraw cash on my NBO Card?

A. Yes, you can withdraw cash from NBO ATMs or any international ATM's while travelling. Cash withdrawal is not permitted on any other banks' ATMs in Oman.

Q. Is there any fee for withdrawing cash?

A. Yes, every time you withdraw cash from ATM machines of other international banks, a cash advance of OMR 1.5 will be charged to your account. It is free of charge on NBO ATM machines.

Terms and Conditions

The issuance and use of National Bank of Oman (SAOG) Prepaid Cards shall be governed by and subject to the following:

1. Definitions:

- a. **Activate, Activated and Activation** refers to the activation of the Card to enable you to use the Card. The Card can be activated through NBO mobile application.
- b. **Account** - means an Account maintained at any Bank in Oman by the Cardholder; from which the Cardholder authorizes payment to be made against all charges incurred through the use of the Card.
- c. **Agreement** - means the Agreement between the Bank and the Cardholder constituted by these terms and conditions and which may be changed from time to time by the Bank or by law.
- d. **ATM** means an automated teller machine.
- e. **Bank** - means National Bank of Oman (SAOG); whose registered place of business is P.O. Box 751, Ruwi 112, Muscat, Sultanate of Oman.
- f. **Bank Transfer** means settlement of an Online Load via an electronic transfer from your bank account.
- g. **Business Day** means any day that is not a Friday or Saturday or Bank holiday or public holiday in the Sultanate of Oman.
- h. **Card** - means the Plastic Card issued under this Agreement, bearing the name of the Cardholder and the marks of Visa International or MasterCard International with whom the Bank is properly licensed and whose rules and regulations the Cardholder agrees to comply with, and which is used for charges to the Card Account within the valid dates shown on the Card.
- i. **Card Number** means the 16 digit Card number printed on the face of the Card.
- j. **Cardholder** - means a person over 12 years of age who is either the principal Cardholder who opens the Card Account.
- k. **Card PIN** - means a unique computer generated 4 digit code issued confidentially to the Cardholder in a security envelope.
- l. **Customer Services** means the Call Centre that we have arranged to provide you for assisting with your requests and queries related to the Card.
- m. **Foreign Currency** means a Currency other than OMR.
- n. **Issuer** means National Bank of Oman S.A.O.G. who is the issuer of the Card.
- o. **Mobile App** means NBO mobile application which gives you access to information about Prepaid Card using the Security Details.
- p. **Negative Balance** means any debit balance that results when there are insufficient Funds on your Card and a transaction is processed and cleared.
- q. **POS** means point of sale terminal.
- r. **Scheme** means MasterCard / Visa International Incorporated and any of its related bodies corporate with whom the Bank is properly licensed and whose rules and regulations the Cardholder agrees to comply with, and which is used for charges to the Card Account within the valid dates shown on the Card.
- s. **Security Codes** means the Card PIN and the passcodes and passwords to access your Prepaid card account.
- t. **Security Details** means the information given by you when applying for and activating the Card, for the purposes of verifying your identity, or any changes made to this information.
- u. **Services** means any services provided by us (or by service providers on the Issuer's or Scheme behalf) in connection with the Card. It includes the interactive voice response system (available in English and Arabic) and Call Centre operated by Scheme and accessible using the Security Details.
- v. **SMS** means the Short Messaging Service provided by your mobile phone service provider.
- w. **Unauthorised Transaction** means a transaction not authorised by you, but does not include any transaction carried out by you or by anyone performing the transaction with your knowledge and consent.

- x. **We, us, our** means the Issuer and, except where the context indicates a different intention, also includes any agent acting on behalf of the Issuer.
- y. **You, your** means the holder of the Card.
 - 1.1. Unless otherwise specified, all amounts of money in these Terms and Conditions are in Omani Rial.
 - 1.2. References to days, times or periods of time in these Terms and Conditions are determined according to Sultanate of Oman Standard Time.

2. Introduction

- 2.1. These Terms and Conditions govern the use of the Card.
- 2.2. You agree to be bound by these Terms and Conditions when you apply for the Card.

3. Applicability of the Terms and Conditions

All facilities made available by the Bank to any person in respect of any Card or Card Account, are subject to the terms and conditions, in confirmation of which the applicant/Card member has signed the NBO Card application form or by placing his/her signature on the Card in confirmation of his/her intent to use the same or on use of the Card.

4. Applying for and Activating the Card

- 4.1. The Card is activated following our acceptance of your application submitted at NBO Branches or Mobile App or any other NBO office as specified from time to time and verification of your identity. You will need to provide us with sufficient detail to enable us to verify your identity, including but not limited to details of your identity documents (e.g. passport or National ID details) before we are able to activate your Card. Further details of offline identification will be provided to you if applicable.
- 4.2. You will need to use your Card PIN for making purchases at POS and when withdrawing cash at ATMs using Prepaid Card. You should memorise the Card PIN to prevent unauthorised use of the Card.
- 4.3. Once you have successfully gone through application and process at NBO Branch or Mobile Application, been positively identified online and/or in-person, the Card will be on Pending for Activation status. You will be able to Activate and load funds to your card through NBO Mobile App. There may be a delay in this if you have not been identified in person.

5. The Card

- 5.1. The Card is the property of the Bank and must be surrendered to the Bank upon demand.
- 5.2. The issue and use of the Card shall, in addition to the terms and conditions, be subject to the regulatory directives applicable from time to time.
- 5.3. The Card Member shall under no circumstances whatsoever allow the Card to be used by any other individual and should sign on the back of the Card immediately on receipt and shall ensure its safe custody.
- 5.4. The Bank also reserves the right to decline any request for replacing of the Card or renewing the Card at its sole discretion, without being obliged to assign any reason for its refusal whatsoever.

- 5.5. If the Card Member, for any reason whatsoever, wants to stop using the Card or wants to cancel the Card, he/she shall be solely responsible for invalidating the Card by destroying the same under intimation to the Bank. In the event charges are incurred on the Card after the Card Member claims to have destroyed the Card, the Card Member shall be entirely liable for the charges incurred on the Card whether or not the same are the result of the misuse and whether or not the Bank has been intimated of the destruction of the Card.
- 5.6. On request from the Account Holder, the Bank may at its own discretion, issue additional Cards and PINs for use by the person/s nominated by the Account Holder subject to the terms and conditions.

6. Use of the Card

- 6.1. The Card must be signed by the Cardholder immediately upon receipt and may only be used by the designated Cardholder whose name appears on the face of the Card; subject to the terms of this Agreement current at the time of use; within the Card available balance as advised to the Cardholder by the Bank from time to time during the validity period embossed on the Card.
- 6.2. Subject to the right of the Bank, in its absolute discretion and without prior notice, the Bank may withdraw the right to use the Card temporarily or permanently, or refuse any request for authorisation of any particular Card charges.
- 6.3. The Bank will not guarantee goods or service purchased on the Card or entertain disputes between the Cardholders and Insurance Company or any third party for the matter.
- 6.4. The Card may be used (i) only within the card available balance, and (ii) within the validity period embossed on the Card.
- 6.5. The Card member's right to use the Card shall determine forthwith in the event of termination pursuant to Clause 18 herein below, or in the event of loss or theft of the Card.
- 6.6. The Card member hereby requests that renewal and/or replacement Cards be issued to each Card member until such time the Bank is notified by the Account Holder otherwise.
- 6.7. The Card member accepts full responsibility for wrongful use of the Card in contravention of the terms and conditions and undertakes and agrees to indemnify the Bank against any loss, damage, interest, conversion or any other financial charge that the Bank may incur and/or suffer in the Card member committing violation of the terms and conditions.
- 6.8. The minimum and maximum amount that can be accessed in a single/multiple charges on the Card will be decided by the Bank at its sole discretion. The number of transactions permissible in a period of time, will be as decided by the Bank at its sole discretion.
- 6.9. The Bank reserves unto itself, the absolute discretion and liberty to decline or honor any authorisation requests on the Card without assigning any reason.
- 6.10. The Bank reserves the right, in its absolute discretion and without prior notice, at any time to withdraw the Card Member's right to use the Card and reserves the right to communicate such withdrawal of the right to use the Card or refusal for authorisation to any person.

7. Loading and Transferring Funds

- 7.1. In order to use your Card to make purchases or to withdraw cash, Funds need to be loaded onto your Prepaid Card.
- 7.2. The Card may, subject to any applicable fee, be used to withdraw cash from an ATM displaying Scheme logo, Acceptance Mark and/or to pay for goods and services at merchants, including online, who accept Scheme Cards electronically. The ATMs and POS terminals are not owned or operated by the Issuer or Scheme and the Issuer and Scheme are not responsible for ensuring that they will accept the Card.
- 7.3. Although the Scheme Acceptance Mark may be displayed, in some countries and geographical regions the Card may not operate due to restrictions imposed by Scheme.
- 7.4. Please note that the Card is for electronic use only and must not be used for manual or offline transactions. In addition, the Card must not be used for any unlawful activity.
- 7.5. A transaction cannot be cancelled once you authorise the use of the Card for the transaction.
- 7.6. You may also be able to make a balance enquiry at some ATMs although availability is dependent on the country and the ATM used.
- 7.7. There may be a fee payable (to the ATM operator) for balance enquiries.
- 7.8. When the Card is used at bars or restaurants an additional percentage (usually, but not necessarily, 20%) may be automatically added by the merchant as an anticipated service charge or tip and debited from the Card. If your actual service charge or tip is less, any unused portion of the anticipated service charge or tip amount may be temporarily unavailable.
- 7.9. Certain businesses may not accept the Card as a means of preauthorising expenditure. If the Card is used for this purpose, some businesses (such as hotels, cruise lines and car rental companies) may preauthorise the estimated amount of the final bill and this amount will temporarily be unavailable. Only the actual amount of the final bill will be deducted from the Fund on payment of the final bill.
- 7.10. When a Card is used to purchase goods for delivery by mail or online, an additional 10% may be automatically added by the merchant as an anticipated delivery charge. If the actual delivery charge is less, any unused difference may be temporarily unavailable.
- 7.11. The Pre-paid Card is not a Credit Card and, subject to the Card having a Negative Balance, all use is limited to the amount pre-loaded and standing to the credit of the Card and any other limits referred to in these Terms and Conditions. You will be liable for any Negative Balance amount along with any costs and interest we incur in recovering or attempting to recover from you the amount you owe us.
- 7.12. The Card can be used for making purchases and withdrawals by using it in accordance with these Terms and Conditions.
- 7.13. The Card can only be used for transactions if the amount of the Funds are sufficient for the transaction to be performed. You agree not to make or attempt to make transactions that exceed the available Funds. If a Negative Balance arises, following any transaction authorised by you, the resulting Negative Balance immediately becomes a debt payable by you to us and we retain the right to recover this debt by deducting funds available in any other Currency purse.
 - a. The resulting Negative Balance immediately becomes a debt payable by you to us;
 - b. You must take all reasonable steps to stop subsequent transactions; and
 - c. You must immediately and without delay repay the debt owed by you to us.
 - d. The Card cannot be used for purchases relating to gambling or adult entertainment.

8. Managing your Funds

- 8.1. You can check your Card transactions and the balance of your Funds and any loaded Amount by logging on to NBO mobile App or by calling NBO Customer Service centre.

9. Charges

- 9.1. The Charges comprise each of the following:
- a. Voluntary charges comprises of any charges payable by the Card member to the Bank from time to time including without limitation (i) the amount of any purchase of goods and/or services made by a transaction instructions, (ii) the amount of any Cash Advance provided pursuant to a transaction instruction, (iii) any other amount chargeable to the Card Account by virtue of a transaction instruction, (iv) any amount which the Bank is requested to debit to the Card Account and which the Bank Prepaid pursuant to such request.
 - b. Involuntary charges includes without limitation, (i) any fees charged by the Bank in respect of a Card Account or Card, including joining, annual replacement, purchased or availed of, by the Card member from service establishments including on account of any delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods.
- 9.2. The Bank's record of the amount of any charges, shall in the absence of manifest error, be final and binding on the Card member and shall be conclusive in any case where the Bank has effected any payment pursuant to a voluntary charge.
- 9.3. When any goods purchased/to be purchased or services availed/to be availed by use of the Card, the Card member will be billed in the monthly Statement of the Card Account. As purchase and cancellation are two separate transactions, the Card Member will have to pay for the purchase as per the billing. For any subsequent cancellation, the amount will only be Debited to the Card Account (less cancellation charges, if any) as and when received from the service establishments/Acquiring Bank.
- 9.4. The Account holder and the Card member/s shall be jointly and severally liable to pay to the Bank all amounts so debited, unless disputed by the Card member in accordance with Clause 16 (16.3) herein below.
- 9.5. The amount of any Card transaction incurred in a currency other than the Omani Rial will be converted at an exchange rate determined by the Scheme, as on the date when the transaction is debited to the Card Account.

10. Fees

- 10.1. You agree to pay and authorise us to debit the Fund for the fees set out in the Fees Table as soon as they are incurred. Unless otherwise specified, all Fees will be debited in OMR.

11. Limits

- 11.1. Most ATM operators limit the minimum and maximum amounts that can be obtained in a single transaction. These amounts may also be limited (in some countries) by regulatory controls.

12. Transaction Instruction

- 12.1. Transaction instructions comprise any of the following:
 - (i) In the case of purchase of goods and/or services, the record of the amount of such purchases prepared by the person supplying the same and submitted to the Bank, (ii) the input to the Bank's computer of such instructions and (iii) any other instruction which the Bank is requested to effect and which the Bank effects pursuant to such request.
- 12.2. The Bank will provide a PIN to the Card member to be used in conjunction with the Card when effecting a transaction instruction at a computer terminal. The Card member shall under no circumstances whatsoever, disclose the PIN to any other person.
- 12.3. The Bank's record of any transaction instruction effected in conjunction with PIN shall be binding on the Card Member as to its consequences.

13. Quality of Goods and Services

- 13.1. The Bank shall not in any way be responsible for merchandise, merchandise warranty or services purchased or availed of, by the Card member from service establishments including on account of any delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods.
- 13.2. The Card facility is purely a facility extended to the Card member for purchase of goods or availment of services and the Bank holds no warranty or makes no representation as to the quality, delivery or otherwise howsoever of the goods purchased and or services availed. Any dispute arising in respect of the goods purchased and/or service availed, must be resolved by the Card Member with the relevant service establishment.
- 13.3. The existence of any dispute shall not relieve the Card member of his obligation to pay all Charges and the Card member agrees to pay promptly such Charges, notwithstanding any pending disputes or claim whatsoever.
- 13.4. Objects purchased by the use of the Card shall remain the property of the Bank until such time the Charges pertaining thereto are paid by the Card member to the Bank.

14. Exclusion Liability

Without prejudice to the foregoing, the Bank shall be under no liability whatsoever to the Card Member in respect of any loss or damage arising directly or indirectly out of:

- 14.1. any defect in any goods or services supplied;
- 14.2. the refusal of a person to honour or accept a Card;
- 14.3. the giving of transaction instruction other than by a Card Member;
- 14.4. any Statement made by any person requesting the return of the Card or any act performed by any person in conjunction therewith;
- 14.5. the exercise by the Bank of its right to demand and procure the surrender of the Card prior to the expiry date embossed on its face, whether such demand and surrender are made and/or procured by the Bank or by any person or by any computer terminal;
- 14.6. the exercise by the Bank of its right to terminate any Card or the Card Account pursuant to Clause 29 herein below,
- 14.7. any injury to the Prepaid, character and reputation of the Card Member caused by the repossession of the Card, any request for its return or the refusal of any Person to honour or accept the Card;

- 14.8. Any misrepresentation, miss-statement, error or omission in any detail disclosed by the Bank pursuant to Clause 16 herein below.

15. Disclosure of Information

- 15.1 The Bank shall preserve the secrecy of all details of transactions or dealing between the Applicant/Card Member and the Bank to the extent required by law. Notwithstanding the foregoing, the Applicant/Card Member hereby authorises the Bank to provide information about the Applicant and/or Card Account to any:
- 15.1.1 office or branch of any company/firm associated with the Bank;
 - 15.1.2 Bank, financial institutions or Debit bureau;
 - 15.1.3 Actual or proposed assignee of the Bank or participant or sub-participant in or transferee of any of the Bank's rights in relation to the Card Account.
 - 15.1.4 Agent, contractor or service provider under a duty of confidentiality to the Bank or to any related company;
 - 15.1.5 Supervisory or regulatory authority,
 - 15.1.6 Person or judicial body.
- 15.2 The bank has the right to announce the winners of any campaign it launches in the means which the bank finds to be appropriate, thus the bank will inform the winners through communication channels which the bank finds to be appropriate

16. Disputes

- 16.1. Any Charges or other payment requisition received from a Service Establishment by the Bank for payment, shall be conclusive proof that the charge recorded on such requisition was properly incurred at the Service Establishment in the amount and by the Card Member referred to in that charge or other requisition, as the case may be, by the use of the Card except where the Card has been lost stolen or fraudulently misused, the burden of proof for which shall be on the Card Member. The other payment requisition referred to in this clause shall include any and all payments pertaining to permissible expenses incurred by a Card Member at a service establishment, by use of the Card which is not recorded as a charge.
- 16.2. Signature of the Card Member on such transaction instruction together with the Card number shall be conclusive evidence as between the Bank and the Card Member as to the extent of the liability incurred by the Card Member and the Bank shall not be required to ensure that the Card Member has duly received the goods purchased/to be purchased or has duly received the service availed/to be availed to the Card Member's satisfaction.
- 16.3. Should the Card Member disagree with a charge indicated in the statement, the same should be communicated to the Bank within 20 days of the statement date, failing it would be construed that all charges and the statement are correct.
- 16.4. Authority to charge Card Member's Account in respect of a charge made/to be made, service availed/to be availed would be given by the Card Member in the form of a transaction instruction or such other form as may be prescribed by the Bank.
- 16.5. Original Card Transaction slips will not be provided by the Bank. In case of a dispute, only the photocopy will be provided as documentary proof of debit, provided the Cardholder makes a request in writing as per Clause 18 (18.3) herein above. The Bank will charge a retrieval fee RO 4 for each transaction retrieval request by the Card Member. The fee will be debited to the Card Account and will be refunded/waived only if the dispute is settled in favour of the Card Member

as per the franchise terms and conditions concerning disputes redressal. The Bank shall make bonafide and reasonable efforts relating to the resolution of a Card Member's disagreement with a charge and if after such an effort, the Bank so determines that the charge indicated in the statement is correct, such decision shall be communicated to the Card Member, who shall thereafter without any delay, make payment inclusive of any accrued interest.

- 16.6. The Bank accepts no responsibility for refusal by a service establishment to honour the Card.
- 16.7. Complaints against the service establishment/s and any claim by the Card Member against the service establishment will not relieve the Card Member of any obligation to the Bank.
- 16.8. On receipt of a valid dispute from the Card Member, the Bank may as per the franchise disputes redressal regulations where applicable, charge back the transaction and debit the Card Member's Account with the transaction amount. In the event. The said transaction is represented by the acquiring Bank, the Bank reserves the right to Debit the Card Member's Account with the transaction amount, without notice to the Card Member and it shall be deemed that the Card Member has incurred the transaction and the liability for payment of such transaction amount with interest rests with the Card Member has incurred the transaction and the liability for payment of such transaction amount with interest resting with the Card Member. The Bank further reserves the right to debit the Card Member's Account, any expenses it has incurred in this regard.
- 16.9. In the event of a failed chargeback on a customer's Prepaid Card, the Bank shall not write off the amount if the disputed transaction is reported to be a fraudulent transaction falling under Card present criteria but the Card is not signed on the back by the customer.
- 16.10. In the event of a rejected chargeback, the disputed fraudulent transactions shall not be written off if the Cardholder is registered for SMS banking but was late in reporting the fraud (2 days from the date the SMS was sent out) without proper justification.

17. Change of Address

It is obligatory on the part of the Card Member to inform the Bank of any change in name or address in writing.

18. Lost & Stolen Card

- 18.1. If a Card is lost or stolen, or for any other reason liable to be misused, or if the PIN disclosed in breach of these terms and conditions, the Card Member must immediately notify Card Services, National Bank of Oman (SAOG), by telephone, fax or telex message.
- 18.2. The Bank may upon adequate verification, temporarily suspend the Card Account and will not be liable for any inconvenience caused to the Card Member on this Account.
- 18.3. If a Card is lost/stolen or for any reason is liable to be misused, the Card Member must file a report with the Law Enforcement Authority and send a copy of such a report to the Bank. The Card Member will be liable for charges incurred on the Card until the written notice detailing the loss or theft of the Card is received by the Bank.
- 18.4. If the advice of the loss/theft/apprehension of misuse is given verbally, it should be confirmed in writing to the Bank on the next working day. If confirmation is not received within the next working day, any disputes thereon shall not be entertained by the Bank.
- 18.5. A Card if reported lost or stolen and subsequently found should not be used and the Card Member shall be solely responsible for invalidating the Card under intimation to the Bank.
- 18.6. The Card Member is responsible for the security of the Card and shall take all steps for ensuring the same.

19. Replacement Cards

- 19.1. If your Card is lost, stolen or damaged, you can request a replacement by contacting the Customer Service for an emergency replacement service while you are outside Oman. you can request a replacement Card by visiting any one of NBO Branches.

20. Closing the Card

- 20.1. You may close your Card at any time through NBO Mobile App or by visiting any one of the Bank Branches and the Card will subsequently be closed. Please refer Fee & Limits on www.nbo.om/prepaid for list of applicable charges.
- 20.2. The Issuer may, with or without notice and without incurring any liability to you, cancel or suspend your use of the Card and/or end this Agreement if it has good reason to do so, including without limitation if:
 - a. The Issuer considers the Card has been or is likely to be misused;
 - b. You breach any of these Terms and Conditions; (see www.nbo.om/prepaid) and/or you are no longer eligible to be a member, suspended or terminated;
 - c. The Issuer suspects any illegal use of the Card; or
 - d. You gave the Issuer, or MasterCard false, inaccurate or incomplete information when you applied for the Card.
- 20.3. If the Card is closed, we will refund any credit balance in the Card (less any closure fees). You may contact any NBO Branch. The credit balance available to you will not include non-cancelled, pre-authorized or 'held' amounts, although these sums will be made available to you once the pre-authorization has been cancelled or the 'held' amounts released by the merchant and the relevant amounts are available for spending or withdrawal.
- 20.4. The amount of any Card transaction incurred in a currency other than the Omani Rial will be converted at an exchange rate determined by MasterCard, as on the date when the transaction is debited to the Card Account.

21. Changing these Terms and Conditions

- 21.1. We may change these Terms and Conditions (including bringing in new fees, changes in the fees or limits, changes in the services we offer and changes to the Product) at our discretion without any further notifications. The changes will be updated on our website – www.nbo.om/prepaid
- 21.2. We will not be in breach of these Terms and Conditions if we take steps in order to comply with any laws or other legal obligations.
- 21.3. We will not be in breach of these Terms and Conditions if we take necessary action in order to make a change necessitated by an immediate need to restore or maintain the security of the system or the Card.

22. Transferring this agreement

- 22.1. The Issuer may transfer its rights and obligations under its agreement with you (including any rights and obligations performed by MasterCard/Visa) to any other person or business. If this happens, the person or business to which this agreement is transferred assumes all of the Issuer's rights and obligations under the agreement. From then on, references in these Terms and Conditions to the Issuer (or MasterCard/Visa as applicable) are to be read as references to the person or business to which the Agreement was transferred.
- 22.2. Except in those circumstances, and except for the benefits and rights available to the Bank or MasterCard/Visa under these Terms and Conditions, nothing in these Terms and Conditions will

confer on any third party any benefit or the right to enforce any terms of the Agreement between you and the Issuer.

23. Your Personal Information (important information about your privacy)

- 23.1. You acknowledge the Issuer, MasterCard/Visa and their respective agents may collect Personal Information in connection with the provision of the Card, including Personal Information contained in any application form, correspondence, emails, telephone calls, internet communications and transactional information.
- a. By applying for and activating the Card, you consent to the Issuer, and MasterCard/Visa collecting, using and disclosing (including to each other) your Personal Information:
 - b. To provide you with, and facilitate the provision of, the Card and the Services as contemplated under these Terms and Conditions;
 - c. To monitor compliance with these Terms and Conditions;
 - d. For anti-money laundering (AML), detection of crime, legal compliance and fraud prevention purposes, including as required under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006;
 - e. For the recovery of any money that you owe under these Terms and Conditions.
- 23.2. By applying for and activating the Card you also consent to the Issuer and MasterCard/Visa disclosing Personal Information obtained from or relating to you to Bank and collecting, using and disclosing (including to each other) your Personal Information, including Personal Information collected from third parties, for the purposes of:
- a. Bank or any of its related bodies corporate, providing benefits, products or services, including providing NBO Points to you;
 - b. Bank or any of its related bodies corporate improving customer service, including by means of research, conducting analyses and preparing analytics, marketing, product development and planning;
 - c. Bank marketing its products or services or the products or services of third parties, including by direct marketing; and
 - d. Any third party providing services to the Bank, any of its related bodies corporate or to the Bank or the conduct of any of the above purposes.
- 23.3. If you do not agree to provide the Personal Information requested by us, then we cannot make the Card available to you and you should not apply for and activate the Card.
- 23.4. You must notify the Bank immediately of any change to your contact details. You can update your phone number and email address by visiting any of the Bank Branches. We will not be responsible if you do not receive any notice or correspondence that has been sent in accordance with the contact details you have provided to us.
- 23.5. You may be required to provide information to the Issuer, or MasterCard/Visa (including evidence of identity) when Activating the Card or adding additional Funds to the Card.
- 23.6. The Issuer and MasterCard/Visa will take reasonable steps to keep your Personal Information secure in accordance with and comply with their respective privacy policy as applicable to the Card. Each party's uses and disclosures of your Personal Information may be different. For details about the Bank's privacy practices, see NBO Privacy Policy at www.nbo.om/prepaid/Privacy
- 23.7. In addition, by applying for a Card, you consent to MasterCard/Visa and the Bank using and disclosing your Personal Information to notify you of our related products, promotions and customer surveys that we may conduct from time to time.
- 23.8. Your Personal Information will not be shared or used for any other purpose except as stated above unless we are required or permitted to do so as a result of any laws and regulations, by a court order or by any business or persons to whom we transfer our rights and obligations under the agreement between you and the Issuer which is governed by these Terms and Conditions.

- 23.9. We will continue to keep any Personal Information that is necessary after the closure of your Card on the same terms as are set out above (including to meet legally imposed record keeping requirements and AML record keeping obligations).
- 23.10. You are entitled to ask the Issuer to supply you with any Personal Information that MasterCard/Visa or the Issuer (respectively) hold about you. MasterCard/Visa or the Issuer (as applicable) will delete any incorrect information or correct any errors in any of your Personal Information that come to our notice. The applicable privacy policy contains information on how you may access and seek correction of the Personal information held by the Issuer or MasterCard.

24. Additional Cards

With respect to more than one Card being issued on an Account, the Holder of an additional Card on the Account and the Account Holder, authorising the issuance of such Additional Card/s, the Card Member and the Additional Card Member shall be bound jointly and severally bound by the terms and conditions and shall be jointly and severally liable for all charges incurred by the use of the Card/s.

25. Liability for Unauthorised Transactions/Transaction Review

- 25.1. In the event that the cardholder wishes to dispute a transaction charged to the Card Account on the Statement of Account, the dispute is to be notified to the Bank in writing no later than 10 days from the transaction date.
- 25.2. The dispute is to be notified to the Bank in the format as specified on the Cardholder Dispute Form that is available on the Bank's website, in the Bank's branches or may also be requested for by calling the number specified on the reverse of the Card.
- 25.3. The cardholder must ensure to complete the form in full and provide all supporting documentation that the Bank requests as pertinent to the disputed Transaction charge and the circumstances thereof.
- 25.4. MasterCard reserves the right to contact the customer for the purpose of verification of Card Transactions/performing a security check/advising the replacement of the Card. The Cardholder agrees to cooperate with MasterCard/Visa in all such cases. If MasterCard/Visa is unable to establish contact with the cardholder for any reason whatsoever in any of the above circumstances, MasterCard/Visa holds the right to freeze/block cardholder's Card Account until contact is established to the satisfaction of the Bank. The cardholder indemnifies and holds harmless the Bank or MasterCard/Visa for any costs/losses whether actual or implied that may be incurred by the cardholder due to the freeze/block placed by the Bank or MasterCard/Visa on the Card Account as described herein. The Bank or MasterCard/Visa is under no obligation to share details of the circumstances under which the block/freeze has been placed on the Cardholder's Card Account.
- 25.5. If a transaction disputed by the Cardholder is subsequently proven to have been originated by him or her, the Bank reserves the right to bill the Card Account with applicable Finance Charges thereon from the date the transaction took place.
- 25.6. Where we can prove on the balance of probability that cardholder have contributed to the losses caused by an Unauthorised Transaction through:
- 25.7. fraud; or
- 25.8. By failing to comply with the Security Requirements, the card holder shall be liable for the actual losses which occur up to such time as are notified of the loss, theft or misuse of Security Code or Card or a breach of the Security Requirements.
- 25.9. Cardholder will be liable for losses resulting from Unauthorised Transactions where the Bank can prove on the balance of probability that cardholder have contributed to the losses through unreasonably delaying notification of the

26. Assigning Debt

The Card Member expressly recognises and accepts that the Bank shall be absolutely entitled and have full power and authority to assign and transfer its rights in respect of any or all outstanding and dues of a Card Member to any third party of the Bank's choice and the Card Member hereby agrees to accept such third party as its Prepaid or and agrees to pay over such outstanding and dues to such third party. Any cost incurred by the Bank pursuant to the assignment and transfer of its rights to any third party will be Debited to the Account of the Card Member.

27. Breach and Termination

- 27.1. Breach: In the event of any breach of the terms and conditions by the Account holder or any Card Member (i) notwithstanding any other provision of the terms and conditions, the Card Member will remain liable for any loss directly or indirectly resulting to the Bank from such breach, (ii) the Card Member will be liable to pay to the Bank upon demand all amounts outstanding from the Card Member to the Bank, whether due and payable to the Bank at the date of such demand or not.
- 27.2. Termination: (i) The Account Holder may at any time by written notice to the Bank terminate the Card Account, (ii) such notice will not take effect until the Card has been defaced (magnetic stripe and the Card number including the hologram as relevant), under intimation to the Bank and subject to Clause 6 (6.6) of the terms and conditions, (iii) save as aforesaid neither the Card Account nor any Card may be terminated by the Card Member.
- 27.3. The Bank may cancel any additional Card upon request from the Account Holder in writing and in such event, the Account Holder will be liable for all amounts Debited to the Card Account and/or damages or related costs incurred by the Bank in respect thereof.
- 27.4. The Bank may at any time and with or without notice as the circumstances may require, in the Bank's absolute discretion, terminate the Card Account or any Card.
- 27.5. On termination of the Card Account and notwithstanding any prior Agreement or arrangement between the Bank and the Card Member to the contrary, (i) the total of all charges then outstanding, whether or not already reflected in the statement balance of the statement, (ii) the amount of any voluntary charge incurred after termination (with effect from the date of relevant Transaction Instruction) shall become forthwith due and payable by the Card Member as though they had been so reflected in the statement and involuntary charges will accrue thereon as applicable from time to time, as the Bank may notify in the statement.
- 27.6. Cross Default: The Card Member expressly accepts that if the Card Member fails to pay any monies when due or which may be declared due, prior to the date when they would otherwise have become due or commits any other default under any Agreement (including the terms and conditions) with the Bank under which the Card Member is enjoying any financial/Prepaid/other facility, then in such event, the Bank shall without prejudice to any of its specific rights under each Agreement, be entitled to exercise all or any of its rights as set out in the terms and conditions at the sole discretion of the Bank.

28. Amendments

- 28.1. These terms and conditions may be amended from time to time by notice from the Bank to the Account Holder.
- 28.2. Any such amendment shall be deemed to be effective and binding on the Applicant/Card Member in accordance with the notice issued in terms of Clause 28 herein above.
- 28.3. Any amendments will be deemed to have been accepted by the Card Member if the Card Member continues to keep or use the Card. In the event the Card Member is not agreeable to such amendments, the Card can be cancelled in accordance with Clause 5 (5.3) herein above.
- 28.4. Jurisdiction for Disputes, Settlements and Governing Laws
- 28.5. The Terms and Conditions shall be governed by and construed in accordance with the laws of the country where the Prepaid Card was issued. The parties irrevocably agree that the judicial courts in the country where the Prepaid Card is issued only will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the terms and conditions and

that accordingly any suit, action or proceedings arising out of or in connection with the terms and conditions may be brought before the relevant jurisdiction.

29. Renewal/Cancellation

- 29.1. Notwithstanding prior cancelation of the NBO Prepaid Card, The Cardholder shall be obliged to renew and pay the annual fees of the NBO Prepaid Card in the event there is an outstanding amount on the card or not prior to the expiry date of the NBO Prepaid Card.
- 29.2. In the event the Cardholder demands to cancel the NBO Prepaid Card, the Cardholder shall be obliged to pay the cancellation fees.

30. Governing Law

- 30.1. These Terms and Conditions are governed by the laws of the Sultanate of Oman and any legal questions concerning the Terms and Conditions will be decided under Omani laws.
- 30.2. The Cardholder may submit to the non-exclusive jurisdiction of the Sultanate of Oman Courts to hear and determine any disputes or legal questions concerning these Terms and Conditions or the Agreement between the cardholder and the Issuer. Cardholder participation in any NBO Prepaid Card promotions/ usage campaigns will be subject to the promotion/campaign terms and conditions, which will be notified by the Bank to cardholders or published by the Bank as and when applicable.
- 30.3. The cardholder irrevocably authorises and permits the Bank to disclose and furnish such information that as it deems fit concerning the cardholder or his/her Account not limited to the Bank's associates companies, agents, and/or or any other third party.

31. Dynamic Currency Conversion

Some ATMs and merchants may offer you the ability to complete the transaction in a Currency other than the country's local Currency (for example, in your home Currency). This is called Dynamic Currency Conversion. Accepting the offer to settle in another Currency can result in unnecessary conversion costs as the merchant or ATM operator is applying a foreign exchange margin to convert the transaction Currency into another Currency. Do not accept the offer to complete the transaction in another Currency, if you have the local Currency loaded on your Card and wish to use it. The merchant or ATM must inform you of the Currency in which the transaction will be processed before you accept the transaction. By signing the receipt, entering a PIN or completing the transaction you accept the Currency offered by the merchant or ATM operator. The Currency in which you have authorised the transaction will appear on the transaction receipt. If withdrawing funds from an ATM that dispenses a Currency other than that of the country where the ATM is located, the ATM operator may convert the amount being withdrawn into their local Currency before converting it back to the Currency being dispensed. This may occur even when the Currency being dispensed is the same as that of your Card. The amount debited to your Card may be greater than the amount which is dispensed by the ATM. Not all ATM operators advise of the amount to be debited to your Card before you withdraw money from their ATM.

For further information about NBO Prepaid Card, visit www.nbo.om/prepaid

This Card is issued by National Bank of Oman LLC pursuant to license by MasterCard® Asia/Pacific Pte. Ltd.