1. **INTRODUCTION**

1.1 The Corporate (company name) wishes to use the Corporate Internet Banking service (the “Online Service”) provided by The National Bank of Oman (SAOG) and The National Bank of Oman (SAOG) is willing to make the service available to the Corporate.

1.2 The National Bank of Oman (SAOG) and the Corporate agree that the Corporate Internet Banking service shall be supplied to the Corporate by providing the Corporate with an online account in Corporate Internet banking through which the Corporate can access the Accounts it holds with National Bank of Oman, send Instructions to the Bank, and submit requests. The provision of the Corporate Internet Banking service is subject to acceptance of these Terms and Conditions which the Bank may amend from time to time as it reasonably sees necessary at its absolute discretion and without prior notice to, or consent of, the Corporate.

2. **DEFINITIONS AND INTERPRETATIONS**

2.1 Defined terms used in this Agreement are set out below:

- **Account(s)** means any bank accounts held with The National Bank of Oman (SAOG), including but not limited to current accounts, savings accounts, call accounts, deposit accounts, and investment accounts.

- **Agreement** means the Corporate Internet Banking Agreement entered into between The National Bank of Oman (SAOG) and the Corporate for the provision of a Corporate Internet Banking account through which Corporates can access and operate their Accounts held with the Bank.

- **Bank** means The National Bank of Oman (SAOG).

- **Business Day** means presently Sunday to Thursday (both days inclusive) excluding public holidays. For a transaction to be carried out on an immediate business day Instructions must be submitted before the cut off time of that business day. Corporates and their Delegates should refer to Clause 6.11 regarding Instructions that may not be possible to be carried out on the immediate business day an Instruction is submitted.

- **Corporate** shall mean an entity, other than Personal Customers, that maintains an Account relationship with the Bank and wishes to utilize the Corporate Internet Banking service through a Delegate.

- **Cut-off Times** shall mean the cut off time for instructions to be acted on by the Bank. The Cut-off time shown in the transaction module.

- **Delegate** shall mean the individual nominated by the Corporate to access the Online Service on behalf of the Corporate and authorized to use the Online Service to submit Instructions in the name of the Corporate.

- **Instruction** shall mean any request or instruction, including but not limited to Instructions concerning Trade Finance, submitted to the Bank by the Delegate through the Online Service.

**Online Service** means the Corporate Internet Banking service provided by the Bank to the Corporate whereby the Corporate, through its Delegates, may access Account
information and convey Instructions to the Bank in respect of certain Accounts held by the Corporate with the Bank. Not all Accounts may be accessed through the Online Service; for details of Accounts currently available on the Online Service please refer to the "Help" link within the Online Service.

Trade Finance shall mean Letter of Credit (including import and export), Letters of Guarantee (including Performance Bond, Tender Bonds, and Payment Guarantees), LTR (Letter of Trust Receipts) and Collection.

Authentication Level shall mean User ID, Passcode and Password.

User ID means User name to be entered by the Delegate to gain access to the Online Service and which the Bank uses to identify the user.

Passcode means the RSA token provided to the Delegate which is an electronic token that generates a new passcode access number every 60 seconds and which must be used in conjunction with the User ID and Password to gain access to the Online Service.

Password means the confidential password whether issued to the Delegate by the Bank or adopted by the Delegate which may be used to access the Online Service and convey Instructions or requests.

Terms means these Terms and Conditions, together with information contained within the 'Help' link of the Online Service, and any supplementary terms which the Bank notifies to the Corporate through the Online Service, as amended from time to time.

Time means Oman local time.

Value Date shall mean the date an Instruction is submitted to the Bank.

2.2 The clause headings in these Terms and Conditions are for ease of reference only.

3. CORPORATE AUTHORIZATION

The Corporate must nominate authorized representatives to act as "Delegates" of the Corporate authorized to access the Online Service on behalf of the Corporate and to submit Instructions. The nominees must be notified to the Bank immediately upon application for use of the Online Service. If the nominees are not named in the Corporate’s Commercial Registration the Bank requires a corporate board resolution in a form acceptable to the Bank and in conformity with the Corporate’s Memorandum and Articles of Association or equivalent constitutional documents naming the appointees as "Delegates" empowered to use the Online Service on behalf of the Corporate. The board resolution should explicitly state who the Delegates are and who authority and limitations they have and must be submitted before the Online Service will be provided to the Corporate and access granted to the Delegates.

4. SECURITY DUTIES AND OBLIGATIONS OF THE CORPORATE AND DELEGATE

4.1 The Corporate and its nominated Delegates agree to comply with these Terms and any security procedures mentioned herein.

4.2 Delegates must keep the User ID and Password secure and secret at all times and take all reasonable steps to prevent unauthorized access to and use of them.

4.3 The Delegate must advise the Bank immediately of any unauthorized access to the Online Service or any
unauthorized Instruction which the Delegate knows of or suspects or if the Delegate suspects that someone else knows the Delegate’s Password. In such an event the Delegate must change their Password immediately through the Online Service. The Bank may request the Delegate to assist the Bank and the police in recovering any losses incurred by unauthorized access to the Online Service. The Bank may disclose information about the Corporate or the Corporate’s Accounts to the police or other authorized third parties if the Bank believes it will help prevent or recover losses.

4.4 The Delegate agrees to check carefully and regularly its records of transactions and statement of Accounts with the Bank and inform the Bank immediately of any discrepancy.

4.5 The Corporate agrees to keep the Bank indemnified against all actions, proceedings, costs, loss and damage of any kind which the Bank may suffer as a result of an instruction of the Delegate, or as a result of a Delegate’s failure to comply with its security duties and obligations under this Clause 4.

4.6 Delegates must keep the RSA token device secure and if lost, immediately notify the Bank.

5. ACCOUNT TYPES AND ACCESS TO CORPORATE ACCOUNTS

5.1 The Corporate, through its Delegates, may request the Bank to provide or withdraw the Online Service, to request additional Accounts opened at any time with the Bank to be added to their online account and to issue Instructions. Any Accounts for which the Online Service are provided will be subject to these Terms and the board resolution (if any) provided by the Corporate at the time of establishing the Online Service.

5.2 All Accounts the Corporate holds with the Bank are available to be added to the Online Service. The Delegate may de-select the availability of certain Accounts on the Online Service through the relevant screen page. Any Account opened via the Online Service will be automatically added to the service. Accounts opened through any other means will be available for selection from the relevant screen page within the Service.

6. INSTRUCTIONS

6.1 Instructions submitted by the Delegate will be accepted by the Bank only if and once the authenticity of the User ID, Passcode and Password have been verified by the system.

6.2 The Corporate authorizes the Bank to rely and act upon all Instructions as instructions properly authorized and submitted by the Delegate, even if they conflict with any other mandate previously given to the Bank at any time concerning the Corporate’s Accounts or affairs.

6.3 The Corporate authorizes the Bank to debit the Corporate’s Accounts with any amounts the Bank has paid or incurred in acting in accordance with any seemingly valid and authorized Instructions.

6.4 The Corporate’s liability for transactions or Instructions not genuinely authorized or conveyed by the Delegate will be limited as set out in Clause 7 (Liability for Unauthorized Instructions) below.

6.5 The Bank may refuse to act on an Instruction if, for example, a transaction exceeds a particular value or other limit or if the Bank knows of or suspects a breach of security. Please refer to the “Help” link within the Online Service for details of limits imposed on transactions carried out through the
Online Service. The Bank will notify the Corporate of any changes to these limits.

6.6 The Bank will not be liable for any failure by any third party financial institution with which the Corporate holds accounts or any other third party, to execute instructions, nor for any delay or other shortcoming of any such party in connection with the Bank executing Instructions, howsoever caused.

6.7 The Bank may suspend any service provided to the Corporate under the Online Service without notice where the Bank considers it necessary or advisable to do so.

6.8 The Bank will use reasonable efforts to inform the Corporate through the Online Service and/or the Bank’s website if any service within the Online Service is not available without undue delay.

6.9 Where the Delegate so requests, the Bank will make reasonable efforts to modify, not process or delay processing any instruction submitted by the Delegate but the Bank shall not be liable for any failure to fulfill such requests unless it is due to the Bank’s failure to make reasonable efforts to do so.

6.10 The Delegate must ensure that any Instructions submitted by them are accurate and complete; the Bank will not be liable if this is not the case.

6.11 An Instruction being carried out is not always simultaneous with an Instruction being given; some matters may take time to process, in particular after Cut-off Times and during certain periods of time when the Online Service may be suspended for maintenance or other reasons. The Delegate can find further details regarding this on the “Help” link within the Online Service.

6.12 The Bank shall carry out post-dated transaction on the post-dated date or on the Business Day following the indicated date if the date indicated is not a Business Day.

6.13 When using the Online Service to effect payments overseas, or to non-resident Accounts, thereafter the Delegate undertakes to:

a) Submit satisfactory supporting evidence that the Bank may require, i.e. invoice, valid trade import license (if applicable), contracts, statement of Accounts, or sales reports, when effecting payments overseas. Such documentation must be submitted to the Bank within two (2) business days from the date the transaction is processed. In the event of an investigation or a random check described in Clause 6.14 below such documentation must be submitted within two (2) days from receiving such a request. Documentation may be submitted in either of the following ways:

by fax on [..................]
by e-mail on [..................]
By mail to [..................]

The Delegate must indicate the Online Service “reference number” (as indicated in the Account statements) and the date of payment on each document submitted.

b) Retain for a period of ten (10) years from the date of the payment processed original copies of supporting evidence where such evidence is submitted to the Bank by electronic means.

6.14 The Corporate authorizes the Bank to conduct random checks on the supporting evidence mentioned in Clause 6.13.a above for the Bank to ensure that Corporates and Delegates are compliant with regulatory requirements in respect of payments overseas or to non-resident accounts.

لا يكون البنك مسؤولاً على أي خلل في تنفيذ التعليمات بغير من حساب أو محفظة مالية خاصة بكم ثلاثة ألاف ن幸せ أو من قبل أي طرف ثالث يكون لديه حساب صناعي أو كراء عليه هذا الحساب غير من أي حساب أو تقصير Due To غير من قبل أي طرف ثالث فيما يتعلق بتنفيذ البنك التعليمات المقدمة أي كسبب ذلك الأجرة أو التقصير.

يجب أن يكون البنك مسؤولاً على أي خدمة مقدمة للشركة بموجب الخدمة المصرفية الإلكترونية دون أشعار إذا أدى إلى أن ذلك الإجراء غير طبيعي أو صعب.

6.6 The Bank will not be liable for any failure by any third party financial institution with which the Corporate holds accounts or any other third party, to execute instructions, nor for any delay or other shortcoming of any such party in connection with the Bank executing Instructions, howsoever caused.

6.7 The Bank may suspend any service provided to the Corporate under the Online Service without notice where the Bank considers it necessary or advisable to do so.

6.8 The Bank will use reasonable efforts to inform the Corporate through the Online Service and/or the Bank’s website if any service within the Online Service is not available without undue delay.

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6.10 The Delegate must ensure that any Instructions submitted by them are accurate and complete; the Bank will not be liable if this is not the case.

6.11 An Instruction being carried out is not always simultaneous with an Instruction being given; some matters may take time to process, in particular after Cut-off Times and during certain periods of time when the Online Service may be suspended for maintenance or other reasons. The Delegate can find further details regarding this on the “Help” link within the Online Service.

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by fax on [..................]
by e-mail on [..................]
By mail to [..................]

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يجب أن يكون البنك مسؤولاً على أي خدمة مقدمة للشركة بموجب الخدمة المصرفية الإلكترونية دون أشعار إذا أدى إلى أن ذلك الإجراء غير طبيعي أو صعب.
The Corporate accepts and hereby authorizes the Bank to disclose to Central Bank of Oman and any other government regulatory authority any information required in connection with any transactions performed through the Online Service.

6.15 Any breach of the law and/or failure to submit to the Bank the supporting evidence in accordance with Clause 6.13.a above will result in the automatic suspension of the Online Service provided to the Corporate. Central Bank of Oman will be notified accordingly.

6.16 The Delegate warrants that all details submitted under Online Service are true and correct and that any foreign currency will be used solely for the purpose stated.

6.17 Foreign currency transactions will be converted at the rate of exchange applicable at the time of processing by the Bank. The Bank reserves the right to suspend all or any part of a functionality which requires the use of an exchange rate if there are valid reasons for doing so, including but not limited to during a volatile market.

6.18 In the event of rejection of a transaction because of incomplete Instructions, information, or insufficient funds in the Corporate's Account any costs, loss and expenses arising therefrom will be for the Corporate's Account.

6.19 The attention of Corporate and Delegates is drawn to their duty to abide by the laws of the Sultanate of Oman and any regulatory provisions of Central Bank of Oman including regulations pertaining to the prevention of terrorism, Terrorism financing, and money laundering.

6.20 All transactions conducted by the customer and their delegates will be treated as final and binding on the customer.

7. LIABILITY FOR UNAUTHORIZED INSTRUCTIONS

7.1 The Corporate will be responsible for all losses including the amount of any transaction carried out without the Corporate's authority, if such losses result from any seemingly valid and Authorized Instructions.

7.2 Once the Delegate has notified the Bank of any unauthorized access to the Online Service or unauthorized Instruction or the Delegate suspects someone may know the User ID and Password, and once the Bank has acknowledged receiving such notice, the Corporate will not be responsible for any unauthorized Instructions carried out after notifying the Bank and after reasonable time for the Bank to suspend the Online Service in respect of the Corporate's Account(s) unless it is established that the Corporate and/or its Delegates have acted fraudulently or negligently, hence the bank shall not be liable.

8. OBLIGATIONS OF THE BANK

8.1 In the case of an error relating to the Online Service, the Bank will take all reasonable steps to correct the defective service and/or retransmit or reprocess any Instructions at no additional cost to the Corporate.

8.2 In the event that the Bank has levied any charge on the Corporate which is specifically expressed to be for a particular service which has not been or is not currently available on the Online Service (which, for the avoidance of doubt, shall not mean any fee charged for the Online Service under Clause 9 (Fees) below) then the Bank will reimburse the Corporate only this sum. Other than reimbursing any fee as set out herein the Bank will have no further liability to the Corporate.

The Bank will not be liable to the Corporate for any loss or damage arising out of the Corporate's use of Online Service.

The Corporate accepts and hereby authorizes the Bank to disclose to Central Bank of Oman and any other government regulatory authority any information required in connection with any transactions performed through the Online Service.
Service through any unauthorized or fraudulent use on the part of the Delegate or caused by any breach of contract, or any negligence of the Bank, to the extent that such loss or damage is indirect, consequential or special, whether or not the Bank has been advised of the possibility of such loss or damage.

8.4 The Bank does not exclude or limit liability for loss of interest on the Corporate’s credit balances or interest incurred on the debit balances as a result of a Delegates Instruction that the Bank has processed in breach of the Bank’s duties to the Corporate hereunder.

8.5 The Bank is not liable if an act or omission on the Delegate’s part, by way of negligence, tort or default, contributes to the cause of such loss.

8.6 The Corporate acknowledges that the Bank shall have no liability whatsoever for any equipment, software or associated user documentation which any party other than the Bank produces at any time for use in connection with the Online Service.

8.7 The Bank will not be liable to the Corporate for any loss or damage arising out of the Delegate’s use of Online Service to the extent that such loss or damage is a loss of profits, a loss of data or whether or not the Bank has been advised of the possibility of such loss or damage.

8.8 Bank will not be liable to any virus attacks to corporate user system through internet banking access.

9. FEES

The Corporate agrees to pay the Bank’s scale of charges (if any) for providing the Online Service as the Bank may advise the Corporate from time to time and authorizes the Bank to debit any (or as specified by the Corporate) Accounts held by the Corporate with any such charges. The Bank may vary its charges and the frequency and dates of payment on giving the Corporate no less than thirty (30) days notice.

10. ONLINE RECORDS AND TRANSACTION TERMS

10.1 The Bank’s records, save for manifest error, will be evidence of the Corporate’s dealings with the Bank in connection with the Online Service.

10.2 The Corporate agrees not to object to the admission of the Bank’s records as evidence in any legal proceedings because such records are not originals, are not in writing, or are documents produced by a computer.

10.3 Where the Delegate gives the Bank an Instruction or request through the Online Service these Terms will apply in addition to:

- any terms and conditions applicable to the various services available on the Online Service (including but not limited to Trade Finance); and
- any terms and conditions applicable to the various Accounts held by the Corporate.

In the event of any inconsistencies between the numerous terms and conditions, these Terms will apply.

11. EXCEPTIONAL CIRCUMSTANCES

The Corporate agrees to hold the Bank harmless from any and all claims and agrees that the Bank shall not be liable for delay in performing or failure to perform any of its obligations under this Contract caused by circumstances beyond its reasonable control, including but not limited to the failure, malfunction or unavailability of telecommunication systems, data communications and computer systems and services; war; civil unrest; government action;
strikes, or other industrial action or trade disputes; computer viruses; worms or other malicious code. Any delay or failure of this kind will not be deemed to be a breach of this Contract and the time for performance of any affected transaction will be extended by a reasonable period under the circumstances.

12. SOFTWARE LICENSE AND ENCRYPTION

12.1 The Corporate will not be able to use the Online Service unless the software the Corporate is using has a minimum level of encryption. Further details of this can be found on the ‘Help’ link within the Online Service.

12.2 The Corporate agrees to be bound by the terms of the license or similar agreement governing the use of any software enabling the Corporate to access and use the Online Service, if the Corporate does not agree to such terms or agreement it should not utilize the Service.

12.3 The Corporate should be aware of any export restrictions contained in any software used to access and use the Online Service and should keep up to date with such restrictions and the other terms of the software license or other agreement by regularly checking the relevant software publisher’s website.

12.4 The Bank uses a very high level of encryption and accordingly the Corporate should take advice local to the jurisdiction from which the Corporate is accessing the Online Service to ensure that the encrypted software can be taken into or out of and/or used in the relevant country or countries without breaching any applicable laws.

13. NOTICES

All notices and advices to be given by the Bank to the Corporate under this Contract may be given in writing or electronically over the Online Service. All such notices and advices will be deemed to have been received by the Corporate:

a) In the case of delivery by post, 48 hours from dispatch to the last address provided by the Corporate; and

b) In the case of notification via the Online Service when the Delegate acknowledges having read the notice or advice via the Online Service.

14. CONFIDENTIALITY

14.1 The Bank will take reasonable care to ensure that information about the Corporate which is stored or transmitted using the Online Service remains confidential and is not disclosed to any third parties without the Corporate’s written permission. However, the Corporate authorizes the Bank to disclose information relating to the Corporate and its Accounts where the Bank is required to comply with Court orders, government agencies or other lawful authorities anywhere in the world or where the Bank considers it necessary to give effect to an Instruction.

14.2 In order to provide the Online Service, it may be necessary to store or transmit information relating to the Corporate and/or its Accounts through the proprietary international telecommunications network or other communications networks. The Corporate hereby authorizes the Bank to do so where the Bank considers this necessary for the effective provision of the Online Service.

15. SUPPLEMENTARY TERMS AND CHANGES TO THE CONTRACT

15.1 When the Bank introduces new services under the Online Service the Bank may provide them on supplementary terms which will be notified to the Corporate from time to time in accordance with these Terms.
15.2 The Bank may modify these Terms at any time without notice to the Corporate as reasonably necessary for the effective operation of the Online Service.

16. ANTI MONEY LAUNDERING

Corporates should note that the opening of Accounts and availing of any facilities offered by the Bank are subject to all information requested by the Bank being provided by the Corporate in accordance with Anti-Money Laundering law and regulations of Sultanate of Oman. If the required information criteria are not met the Bank is under no obligation to, and has the absolute right to refuse to, offer any facilities to the Corporate or carry out any Instructions as per Delegates requests.

17. TERMINATION

17.1 The Online Service may be terminated at any time by the Corporate giving at least thirty (30) days notice in writing to the Bank. Such termination shall be without prejudice to the execution of all outstanding transactions entered into between the Bank and the Corporate.

17.2 The Bank shall be entitled to terminate or suspend the Online Service at any time without prior notice if any of the following events occur:

a) Failure by the Corporate to make, when due, any payment required to be made by it;

b) Failure by the Corporate to comply with or perform any obligation under the Terms if such failure is not remedied within thirty (30) days from notice of failure;

c) If a resolution is passed for the winding up or liquidation of the Corporate, or the Corporate becomes insolvent or is unable to pay its debts generally as they become due;

d) A representation made or deemed to be made by the Corporate proves to be incorrect or misleading in any material respect when made or deemed to have been made;

Upon court order; and Upon receiving instructions from any regulatory authority including Central Bank of Oman.

17.3 The Bank shall be entitled to receive all fees and other monies due up to the date of termination of the Online Service and may deduct any sum payable to it from any amounts the Bank may be obliged to remit to the Corporate.

18. E-Statement & Cheque Protection Facility (Protect your Cheque) & Trade Portal

We confirm reading and understanding detailed Terms & Conditions about these services at https://www.nbo.om/sama/.

19. LANGUAGE

This Agreement was drawn up in both Arabic and English languages, in case of any discrepancy between the texts, the Arabic text shall prevail.

20. GOVERNING LAW AND JURISDICTION

20.1 The Corporate Online Service Agreement and these Terms and Conditions are governed by and construed in accordance with the laws of Sultanate of Oman.

20.2 Both parties irrevocably submit to the exclusive jurisdiction of the courts of Sultanate of Oman in respect of any proceedings, which may be initiated in connection with this Online Service.
CHEQUE PROTECTION FACILITY
TERMS AND CONDITIONS

"Cheque Protection Facility (CPF)"

The corporate client may elect to avail of the Cheque Protection Facility (the “CPF”) provided by the bank through Corporate Internet Banking. The CPF shall be provided by the Bank through the mechanism of a Real Time Balance Order (RTBO) set up on the corporate client’s accounts. The RTBO happened only at the time of presenting the cheque to the BANK. The corporate client may set up a RTBO on the customer’s accounts with the BANK, which will allow automatic transfer of funds into the customer’s designated account (the “receiving account”) from the corporate client’s other designated account (the “funding account”) in case of there being any insufficiency of funds in the receiving account while presenting the cheque for payment. This will provide the corporate client protection against the dishonor of cheques drawn by the corporate client on the receiving account, by transferring automatically through the RTBO the required funds from the funding account of the corporate client into the receiving account, subject the corporate client has sufficient balance in their funding account to honor the cheques drawn.

To avail of CPF, the corporate client shall instruct the BANK to allow the module of Protect your Cheque through Online Banking on its account(s) maintained with the BANK. For this purpose, the corporate client shall have two options to do so:

a. At the time of first registration for Corporate Internet Banking by filling the Form and signed as per the company Board Resolution.

b. For existing Corporate Internet Banking users, the corporate client shall provide a written request letter defining the nominated user(s) and required workflow authority. The letter should be signed as per the company Board Resolution otherwise separate Board Resolution for Online Banking required.

Provision of the CPF by the BANK to the corporate client would be subject to the following Terms & Conditions:

1. The corporate client must maintain at least two accounts with the BANK, one of which must be a Current Account.

2. The corporate client shall designate the receiving account and the funding account to the BANK. There will be only one receiving account and one funding account. The receiving account must be current account only. The funding account may be Current account or Call account.

3. The corporate client shall specify the maximum amount that would be transferable from funding account into the receiving account.

4. The receiving account and funding account shall all be denominated in the same currency.

5. The receiving account and funding account may be in different branches of the BANK.

6. Unless the corporate client, the RTBO shall be activated in relation to the corporate client’s designated receiving and funding account because of a cheque debit in the receiving account or by a cash withdrawal from such account through a branch office of the BANK. The RTBO shall not activated in relation to the corporate clients designated account because of cash withdrawal from the receiving account through the use of an ATM, or by any transactions executed through the Internet Banking & Call Centre.

7. No overdraft will be created in the funding accounts to execute the RTBO, i.e, for the transfer of funds from those accounts into the receiving account. However, where a funding account has an approved overdraft limit, which has not been fully utilized, RTBO may be executed in relation to that account up to the maximum limit of the overdraft allowed in respect of the account.

8. The CPF shall be provided at a charge of RO 2/- monthly.

9. The provision of the CPF is at the BANK’s discretion. The BANK may discontinue providing CPF, or change any of the above Terms & Conditions as well as the charges for providing it, at any time in its sole discretion, and without intimation to the corporate client.

10. The corporate client shall indemnify the BANK for any liability, loss / damage or costs that the BANK may suffer or incur for or in relation to providing CPF to the corporate client.

11. “FORCE MAJEURE” – The BANK shall not have any liability or be deemed to be in default for any delay or failure in performance in the event of any acts of GOD, prohibitive governmental regulation, war or national emergency, riot, strikes, lock-outs, industrial diseases or epidemics or any other cause beyond its reasonable control which renders the performance of this facility impossible.

12. In case of any such situations where the BANK is offering some critical facilities manually, and advertently or inadvertently, is unable to execute the RTBO, the bank will not be liable for non-execution of the service or obligation agreed to in the Terms & Conditions.

13. RTBO will fail for accounts (funding & receiving) that are blocked, inactive, deceased or closed.
1. The E-Statement Facility would only be offered to corporate clients through Corporate Internet Banking within Sultanate of Oman.

2. The corporate client shall indemnify the Bank for all liabilities, losses, damages and expenses which the Bank may sustain or incur either directly or indirectly as a result of:
   - The negligence / mistake or misconduct of the corporate client.
   - The breach of these terms and conditions or non-compliance of the rules / terms and conditions relating to the service.
   - Fraud of dishonesty relating to any transaction by the employee or exemployee or agent of the corporate client.

3. The corporate client further agree to indemnify and keep indemnified the Bank against any consequences, claims, actions, proceedings or losses of whatsoever nature that may arise or may be incurred by reason of use, fraud or improper use of the E-statement Facility of otherwise.

4. The corporate client shall indemnify and keep the Bank indemnified from and against all actions, claims, demands, proceeding, losses, damages, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or be put to as a consequences of, by reason of or arising out of, providing the service.

5. The corporate client shall exercise all possible care and shall ensure that details of the Emailed statement are not passed on to any unauthorised person. In the event of the statement being misused at the corporate client end, he/she shall notify the Bank immediately in writing for cancellation of this FACILIT from the corporate level online profile. Also, the corporate client has the option of deleting this module from their user level profile. Moreover, the responsibility of notifying any misused on this module would lie with the corporate client.

6. In the event of unauthorized use of the service occurring prior to the BANK acknowledging receipt of written notification, the corporate client will be responsible for the amounts involved in any transactions which may have taken place during the intervening period and shall hold the BANK indemnified against any losses, damages or claims which may be suffered by the BANK.

7. All statement Emails will be executed early morning before business hours, at the frequency specified on the account opening form. Any failures on account of lines not available or faulty Email ID, will be re-sent during the operating hours decided by the BANK.

8. The BANK will debit the corporate account with charges as applicable per NBO’s Service and Price Guide, which is available at BANK’s branches. These charges are subject to revision without any prior notification to corporate clients.

9. The BANK reserves the rights to refuse an application or to withdraw at any time, all rights and privileges pertaining to the service.

10. The BANK may at any time vary these terms and conditions without prior advice to the corporate clients.

11. Every statement of account shall be email to a single designated Email ID inputted by the corporate client.

12. To terminate the service, the corporate client shall delete the option at any point of time from their user level and notifying the BANK in writing to cancel the FACILITY from the corporate level.

13. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Sultanate of Oman in force from time to time. These Terms and Conditions are in addition to and not in substitution of any other agreement(s) and or account mandate documentation relating to the conduct of the account(s) with the BANK.

14. The service will be deactivated by the BANK if the company goes into liquidation or any of the following conditions: deceased, dormant or closed.

15. “FORCE MAJEURE” – The BANK shall not have any liability or be deemed to be in default for any delay or failure in performance in the event of any acts of GOD, prohibitive governmental regulation, war or national emergency, riot, strikes, lock-outs, industrial diseases or epidemics or any other cause beyond its reasonable control which renders the performance of this facility impossible.
TERMS AND CONDITIONS FOR ACCEPTING

All Verbal and Electronic Instructions from Trade Customers

1. I/We (the “Customer/s” means Trade Customer which includes Joint Account/s operated by dual signatures, partnership, single Management Company, Public and Private Companies, Financial Institutions etc, hereinafter called as the “Customer”), having provided the required particulars on the NBO Trade Portal Registration Form for Trade Customers (the “NBO Trade Portal”), hereby request National Bank of Oman SAOG, (“NBO”) to accept and irrevocably authorize NBO to act upon all financial and non-financial instructions/request issued by me/us through NBO Trade Portal.

2. The Customer hereby agrees and accepts full responsibility for correctness of Information furnished to NBO which includes but is not limited to the Paper-bases Forms, Email, and Website Banking or any other channel/services that NBO at its discretion offers from time to time.

3. NBO is irrevocably authorized and instructed to accept all instructions received by NBO via Paper-based Forms, E-mail, and Website Banking or any other channel/services that NBO at its discretion offer from time to time and may rely conclusively on the authenticity of and due authorization for any such instructions and regard the same, where such instructions are correctly provided for identification purposes as is contained in the subscription form attached hereto and/or through written request(s), as may be requested by NBO.

4. The Customer undertakes and accepts full responsibility for all actions performed by the person/s nominated as ‘Administrator” for control of Login ID and Password (admin) which includes but is not limited to Profiles Creation, Users Creation, Assign Roles and Responsibilities, Issue New Password, Reset Password and provide access on NBO Trade Portal by using System Feather (Admin) of NBO Trade Portal Application. The Customer also indemnifies and accepts full responsibility and irrevocably authorizes and instructs NBO to accept and act in accordance with the instructions received through Paper-based form, Email and Website Banking or any other channel/services that NBO at its discretion offers from time to time, that are received from the Customer appointed Administrators/s and/or other users/s created by the Customer through admin feature of NBO Trade Portal for Trade Customers. The Customer undertakes and holds NBO its directors, shareholders, officers agents, employees and successors harmless and indemnified from any loss, damage, cost (whether direct or indirect and/or consequential or inconsequential) by using Modules, Features and Services offered through Paper-base Form, E-mail, and Website Banking or any other channel/services that NBO at its discretion offers from time to time which includes but is not limited to Error, Omission, Misconduct and/or Negligence whether Intentional/willful or Unintentional act/activity of the Administrator and/or Users created by the Administrator/s by using NBO Trade Portal.

5. The Customer’s Administrator while creating and assigning profile to the sub users created for the Customer is responsible to ensure all measures and/or protocols which should not allow and/or provided any opportunity to any user in any circumstances whatsoever for misconduct and/or perform fraudulent and/or deceitful activities whether intentional/willful or unintentional that could expose risk(s) and/or loss to Customer which include but is not limited to Financial Risk, Non-Financial Risk, Security Risk and Reputation Risk etc. The Customer hereby agrees and accepts full responsibility for the action(s) and omission(s) of the Administrator(s) and user(s) created by the Administrator/s by using NBO Trade Portal.

6. NBO shall be, at its own discretion, at absolute liberty to refuse to accept or give effect to any instructions/requests received from the Customer via Paper-based Form(s), E-mail, and Website Banking or any other channel/services that NBO at its discretion offers from time to time, if in the sole opinion of NBO, the authenticity of such instruction is doubtful or NBO is otherwise unable to give effect to the instructions for any reason whatsoever.

7. The Customer accepts full responsibility for ensuring all measures to secure/protect the information provided to NBO which include but is not limited to his/her Account Number, ID, PIN/Password/Secret Code, CNIC and E-mail Address etc or as the case may be and will notify NBO immediately in case of any change and/or, if such information is lost/forgotten or compromised.

8. NBO shall not be liable to the Customer for any loss or damage (whether direct or indirect and/or consequential or inconsequential) that the Customer may suffer which includes but is not limited to any errors, omissions, delay breakdown or interruption, improper operations and/or incorrectness in operations or by using Modules, Features and Services offered through Paper-based Form, E-Mail and Website Banking or any other channel/services that NBO at its discretion offers from time to time.
The Customer will be responsible for the provision to arrange and/or maintenance of suitable Hardware/ Electronic Products/Devices for obtaining access to NBO Trade Portal, E-mail and Website Banking or any other channel/services that NBO at its discretion offers from time to time and NBO shall have no responsibility and liability for the reliability, destruction, delay, unavailability, damage or maintenance which includes but is not limited to any hardware, software, electronic products/devices, communication system, data/information in the provision of the services for any reason whether direct and/or indirect and/or consequential and/or inconsequential what-so-ever.

The Customer accepts full responsibility for the correctness of financial and non-financial instruction acquired from NBO through the aforesaid channel/mediums and irrevocably authorizes NBO to act upon any instruction received from the Customer through NBO Trade Portal Registration Form for Trade Customers, E-mail and Website Banking or any other channel/services that NBO at its discretion offers from time to time.

The Customer acknowledges that he/she fully understand the limitation and inherent risks involved and absolves NBO of all responsibilities and accepts any or all risk associated in providing and execution of any financial and/or non-financial instructions by utilizing the services offered through NBO Trade Portal, e-mail and Website Banking or any other channel/services that NBO, at its discretion, offer from time to time.

The Customer agrees to keep NBO indemnified from and against all actions, proceedings, claims, suits and demands which may be brought or made against NBO and all losses, costs charges, damages and expenses which it may incur or sustain or for which it may become liable in connection with the NBO Trade Portal, E-mail and Website Banking or any other channel/services that NBO at its discretion offers from time to time and notwithstanding that any use of these mediums/channels/services may not have been duly authorized by the Customer.

NBO at its sole discretion may levy fees/charges for any of the various services offered by NBO and mentioned in its Schedule of Bank Charges.

No warranty of any kind, whether express or implied, are made in respect of the performance, quality, security, content, information availability, accuracy, safety or reliability of aforesaid mediums or any other channel/services that NBO, at its discretion offer from time to time and NBO will not be liable for any loss or damage whether direct or indirect and/or consequential or inconsequential what-so-ever to the Customer.

The Customer hereby undertakes and agrees that in the event of the Customer obtaining access to any program, data or other information not owned by the Customer, the Customer will treat any such programs, data or other information as confidential, and will not disclose or make other use of such information and will notify NBO forthwith, otherwise, it shall constitute a breach by the customer of its obligation under this clause and the customer shall be responsible for any loss, claim or damage to NBO.

The Customer undertakes to use the NBO Trade Portal, Email, website Banking or any other channel/services that NBO, at its discretion, offers from time to time for the purposes set out and solely for the Customer's own use and not to publish or make any other use of the information, database or nature of the services acquired through the mediums as mentioned above nor to contest or challenge the rights of NBO in relation to copyright or any other right for the Product/Service or any part thereof.

NBO will take reasonable care to ensure that Customer’s information remain protected from unauthorized access and remains confidential. Any disclosure by NBO of such information to a third party if necessary for the proper operations of the services or in accordance with the law shall not constitute a breach by NBO of its obligations under this clause.

NBO shall not be held responsible if the aforesaid delivery channels remain unavailable from time to time which includes but is not limited to routine maintenance or emergency repairs or because of unavailability of electricity, telecommunication system or networks.

The customer hereby permits and authorize NBO to use any of the aforesaid medium to record with NBO’s Customer Service Officers, to constitute evidence, of the instructions(s) communicated by the Customer.

The Customer also undertakes to abide and act in accordance with all the instructions or guidance as set-out in the User Manual/Help Documents (the “Manual”) available on-line and/or provided by NBO. The Customer further agrees and undertakes that in case of any disagreement, the instruction contained in the Manual available with NBO will be accepted as valid and the final document.
21 The Customer acknowledges and accepts that there will be no claim against NBO on account of NBO relying on this mandate and any Instructions in terms hereof, and irrevocably agrees to indemnify and keep NBO safe and secured against any and all direct losses or consequential losses, causes, damages, expenses, claims, litigations or objections of any nature whatsoever arising out of NBO acting upon this mandate.

22 NBO may at any time terminate this mandate by giving notice in writing to the Customer without assigning any reason thereof. The Customer may terminate this Mandate by giving written instructions in original duly signed by the authorized signatory only and such termination will become effective on the 7th calendar day following the receipt of such original written instruction. Any banking services, instructions or otherwise given by the Customer prior to the final termination shall be executed and continue to be held valid and irrevocable.

24 NBO may at its absolute discretion and without incurring any liability whether by virtue of the Terms and Conditions or otherwise refuse to implement any instructions without assigning any reason and may notify the Customer of its decision to do so.

25 The instruction given in the terms of this mandate shall at all time be legally binding and enforceable against the Customer. The Customer waives all rights and remedies to challenge or dispute any instructions executed by NBO in compliance with the terms of this mandate.

26 The NBO reserve the right to insert/add or alter any or all the aforesaid terms and conditions after advertisement in the newspaper or otherwise and such altered and additional terms and conditions shall immediately be deemed to be binding on the Customer.

Authorized signatory

Company Stamp