

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

These Mobile Banking Terms set out the rights and obligations of the Customer and the Bank in connection with using the Dhofar Islamic (BD – Islamic) Mobile Banking Service. These Mobile Banking Terms are legally binding. By applying for the Mobile Banking Service, the Customer acknowledges and accepts these Mobile Banking Terms and agrees to be bound by them.

### **SCOPE OF MOBILE BANKING TERMS & INTERNET BANKING TERMS**

- 1.1. These Mobile Banking Terms are in addition to and shall be read in conjunction with the terms and conditions relating to any account of the Customer and the Bank's internet banking terms and conditions ("**Internet Banking Terms**"). If there is any conflict or inconsistency, these Mobile Banking Terms will prevail to the extent of the conflict or inconsistency in relation to the Mobile Banking Service, but not for the Internet Banking Service. Internet Banking Terms shall apply to the Mobile Banking Service to the extent relevant and subject to these Mobile Banking Terms, such that among other things, all references in the Internet Banking Terms to:
  - 1.1.1 "**Password**" and "**Security Code**" are deemed to include passwords and security codes under these Mobile Banking Terms; and
  - 1.1.2 "**Service**" is deemed to include the Mobile Banking Service.
- 1.2. These Mobile Banking Terms relate only to individual accounts in the Customer's sole name and to joint accounts which the Customer holds with another person but only if both account holders have full authorisation to operate the account(s) independently ("**Eligible Accounts**").

### **DEFINITIONS**

- 2.1. The definitions in the Internet Banking Terms will continue to apply to these Mobile Banking Terms unless a word is separately defined in these Mobile Banking Terms.
- 2.2. In these Mobile Banking Terms, the following words shall have the following meanings:

**"Account"** or **"BD – Islamic Mobile Payment Account"** means the electronic account associated with your Bank's Mobile Payment Service.

**“Bank’s Mobile Payment Service”** means all digital financial services related to the Bank’s Mobile Payment program for providing P2P Service.

**“Mobile Payment Transaction”** means any instruction from You to transfer the money / funds to a Recipient’s Mobile Payment account from time to time.

**“OTP”** means a onetime password that is valid for only one login session or transaction, on a computer system or other digital device.

P2P Service means the facility to execute Peer to Peer Payment transactions.

P2P Payment or Peer to Peer Payment initiated using the P2P Service that debits Sender’s Mobile Payment account and makes the funds available to the Recipients Mobile Payment account.

Recipient means any person (including yourself) that is designated by You or any Person to be the recipient of the funds from your Dhofar Islamic Mobile Payment Account i.e., any person who receives a payment from the Sender as the result of a P2P Payment.

Sender means any person (including yourself and any another Customer) who uses any Peer to Peer Payment service to send a payment/ funds to a Recipient.

2.3. In these Mobile Banking Terms:

- 2.3.1. The words **“include”** and **“including”** shall not be construed as having any limiting effect;
- 2.3.2. The singular includes the plural and vice versa;
- 2.3.3. All references to the Customer in the masculine gender also include the feminine gender and corporate Customers.
- 2.3.4. Headings are used for convenience only and do not affect the interpretation of these Mobile Banking Terms;
- 2.3.5. The words **"in writing"** include any communication sent by letter, facsimile transmission or email;
- 2.3.6. A reference to a document includes the document as may be amended from time to time and any document replacing it; and
- 2.3.7. The word **"person"** includes a natural person and anybody or entity whether incorporated or not.

## **ELIGIBLE ACCOUNTS AND APPLICATION**

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

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

## **MOBILE BANKING SERVICE SCOPE**

- 4.1. The Mobile Banking Service will only be available for Mobile Phones and data connections which meet the required specifications and configurations as may be specified by the Bank from time to time.
- 4.2. User Guidance on the operation of the Mobile Banking Service will be made available to the Customer. The Customer must follow all relevant User Guidance whenever accessing or operating the Mobile Banking Service.
- 4.3. The Bank may inform Customers from time to time about changes to the way the Mobile Banking Service should be accessed or operated. Customers must observe all such changes when accessing or operating the Mobile Banking Service.
- 4.4. The Mobile Banking Services are intended to be available 7 days a week, 24 hours a day but there is no warranty that the same will be available at all times. The Customer agrees that the Bank shall be entitled at any time, at the Bank's sole discretion and without prior notice, to suspend the operation of the Mobile Banking Service for updating, maintenance and upgrading purposes, or any other purpose whatsoever that the Bank deems fit, and in such event, the Bank shall not be liable for any loss, liability or damage which may be incurred as a result by the Customer or any third party.
- 4.5. The scope, features and functionality of the Mobile Banking Service may be varied by the Bank from time to time. The Customer agrees and acknowledges that:
  - 4.5.1. Certain services are not available on the Mobile Banking Service, and these may or may not become available in the future;
  - 4.5.2. Certain services which are currently available on the Mobile Banking Service may be discontinued; and
  - 4.5.3. The Bank may, in its sole and absolute discretion, without notice, add to, vary, alter, suspend or remove any part of or all of the Mobile Banking Service, or any function or feature of the Mobile Banking Service, without giving any reason and without incurring any liability.

- 4.5.4. The Customer acknowledges that, in case of opening a new saving account via the Mobile Banking Services, such saving account will capture the signature/s as indicated in the Customer's Main Account.
- 4.6. The Customer irrevocably and unconditionally authorises the Bank to access all his Bank account(s) for effecting banking or other transactions of the Customer through the Mobile Banking Service.
- 4.7. Without prejudice to Clause 1.1, and for the avoidance of doubt, all provisions in the Internet Banking Terms relating to joint accounts shall also apply to the Mobile Banking-Service. Where conflicting or inconsistent Instructions are received from two (2) or more joint account holders, the Bank shall be entitled to act on any one of these Instructions without any liability for any failure to act on the other Instructions.

## **SCOPE OF DHOFAR ISLAMIC Mobile Payment SERVICE**

- 5.1. In accordance with these Mobile Banking Terms, if you activate the Bank's Mobile Payment Service, You will be able to effect the Mobile Payment Transactions using the Bank's Mobile Payment Service and the Dhofar Islamic Mobile Payment Account number provided to you upon activation of Bank's Mobile Payment Service.
- 5.2. At its sole discretion, the Bank may introduce new Mobile Payment Transactions or discontinue any existing Mobile Payment Transactions from time to time.
- 5.3. All Mobile Payment Transactions from your Dhofar Islamic Mobile Payment Account will be effected by the Security Code or Password owned by You and the OTP provided to you on your registered number and / or email address or by such other methods that the Bank may implement from time to time.
- 5.4. If a completed Mobile Payment Transaction has been sent to the wrong Recipient, you may contact the Bank's Customer Contact Centre on (+968) 24775777 to initiate a reversal of funds, however the Bank shall not be liable if the Bank is not able to reclaim funds on your behalf.
- 5.5. Each Mobile Payment Transaction will be issued with a unique transaction number that is included in the confirmation electronic receipt sent to You. This transaction number is used to track and identify all Mobile Payment Transactions carried out on your Dhofar Islamic Mobile Payment Account and You will be required to provide such transaction number if you wish to query any Mobile Payment Transaction on your Dhofar Islamic Mobile Payment Account.

- 5.6. Funds can be accumulated in your Dhofar Islamic Mobile Payment Account by means of:
- I. funds received from a Sender and/or
  - II. funds transferred to the Dhofar Islamic Mobile Payment Account through the Main Account in accordance with these Mobile Banking Terms.

Bank will use commercially reasonable efforts to make funds available to you as soon as the Bank receives final settlement of the funding transaction.

- 5.7. You may withdraw funds from your Dhofar Islamic Mobile Payment Account to your Main Account.
- 5.8. You may use your available funds in the Dhofar Islamic Mobile Payment Account only for P2P Payments, and withdrawals as described in Section 5.7 above.
- 5.9. No transaction using your Dhofar Islamic Mobile Payment Account for P2P Payment, may exceed OMR 500/- (Rial Omani Five Hundred only) as an individual transaction or in OMR 15,000/- (Rial Omani Fifteen Thousand only) aggregate transactions over thirty (30) days. Bank may impose additional limitations on the amount or frequency of any withdrawals permitted and these limitations are subject to change.
- 5.10. Bank shall not pay interest to you on your funds maintained in the Dhofar Islamic Mobile Payment Account or any other funds.
- 5.11. If for any reason, funds in your Dhofar Islamic Mobile Payment Account becomes negative, you authorize the Bank to initiate a debit or charge to your Main Account to bring your balance in the Dhofar Islamic Mobile Payment Account to OMR 0/- or use other means to recover such amount. Your authorizations under this Section 5.11 remain in effect while you are a Customer and for a period of ninety (90) days following termination or cancellation of the Services. The negative amount will be considered as Qard Hasan, and the bank will not charge the Fee for the negative balance.
- 5.12. We may restrict access to your Dhofar Islamic Mobile Payment Account temporarily or permanently, if we notice suspicious activity in connection with your Dhofar Islamic Mobile Payment Account. We have no liability for restricting access to the Dhofar Islamic Mobile Payment Account because of suspected suspicious activity. If we do not complete a transaction using your Dhofar Islamic Mobile Payment Account on time or in the correct amount according to our Agreement with you (other than for restrictions because of suspicious activity), we will be liable for the correct amount of the transfer. However, there are some exceptions. We will not be liable, for instance:

- I. If through no fault of ours, you do not have enough money available in your Dhofar Islamic Mobile Payment Account to make a P2P Payment;
- II. If the transaction information supplied by you or a third party is incorrect or untimely;
- III. If circumstances beyond our control (such as flood or fire) prevent a transaction, despite reasonable precautions that we have taken;

5.13. In order to use the P2P Service to make P2P Payments, you must register one or more Main Account as your funding account for the P2P Service.

5.14. The P2P Service is currently available only to Senders and Recipients who are residents of Oman and who otherwise meet the requirements of these Mobile Banking Terms. The P2P Service may not be used for business transactions, other than business transactions between individuals. All users of the P2P Service agree to the restrictions contained in these Mobile Banking Terms. Any use of the P2P Service which violates the requirements of the Mobile Banking Terms may result in a user being suspended from the P2P Service and/or other Services.

5.15. When you request a P2P Payment to be effected through the P2P Service, you must have sufficient balance in your Dhofar Islamic Mobile Payment Account, for such P2P Payment. You authorize the Bank to:

- I. For a P2P Payment made from your Dhofar Islamic Mobile Payment Account, debit funds in the P2P Payment amount from your Dhofar Islamic Mobile Payment Account;
- II. Initiate any subsequent credit, debit or charge to your Dhofar Islamic Mobile Payment Account in order to process a return, chargeback, reversal, refund, adjustment or rejection, to correct an error relating to, or to resubmit a P2P Payment.

5.16. Your authorizations under this Section shall remain in effect while you are a Customer and for a period of ninety (90) days following termination or cancellation of the Services.

5.17. The Bank's Mobile Payment Service is currently available only to Senders and Recipients who are residents of Oman and who otherwise meet the requirements of these Mobile Banking Terms. The Bank's Mobile Payment Service may not be used for business transactions, other than business transactions between individuals. All users of the Bank's Mobile Payment Service agree to the restrictions contained in these Mobile Banking Terms. Any use of the Bank's Mobile Payment Service which violates the requirements of these Mobile Banking Terms may result in a user being suspended from the Bank's Mobile Payment Service.

5.18. In the event you initiate a P2P Payment from your Dhofar Islamic Mobile Payment Account and there are insufficient funds for the P2P Payment, your Dhofar Islamic Mobile Payment Account

may be debited in the amount of the insufficient funds. In the event your Dhofar Islamic Mobile Payment Account incurs a negative balance as a result of this debit, your Main Account will be debited to bring your Dhofar Islamic Mobile Payment Account balance to OMR 0/-.

- 5.19. The Bank will hold funds debited from a Dhofar Islamic Mobile Payment Account pending transfer to the Recipient. You will not have access to funds in the process of transmission to the Recipient.
- 5.20. A requested P2P Payment is complete when funds are (i) credited to the Recipient's Mobile Payment account and available for use or withdrawal by the Recipient. The Customer may request that the Bank cancel the P2P Payment prior to such completion of the P2P Payment in accordance with these Mobile Banking Terms. The Customer may request cancellation of the P2P Payment by calling the Bank at (+968) 24775777. The Bank will use commercially reasonable efforts to cancel the P2P Payment upon request by the Customer. In the event that the Bank is able to cancel the P2P Payment, the funds will be credited to the Sender's Dhofar Islamic Mobile Payment Account that was used to fund the P2P Payment. The Bank may deduct applicable fees from the returned funds in accordance with these Mobile Banking Terms and to the extent permitted by applicable law. P2P Payments that have been completed as set forth in this subsection are ineligible for cancellation.
- 5.21. The Bank reserves the right (but is not obligated) to make funds available to a Recipient before the Bank receives final settlement of the Customer's funding transaction. The Bank also reserves the right in its sole discretion to delay transfer of funds to the Recipient or place a hold on funds in the Recipient's Mobile Payment account.
- 5.22. Notwithstanding the foregoing, the Bank will use commercially reasonable efforts to make funds available to a Recipient no later than one (1) business day after the Bank receives final settlement of the Customer's funding transaction. Except as set forth in these Mobile Banking Terms, the Bank has no liability to you or any other person for any delay in making funds available to the Recipient.

## **SECURITY & ACCESS PROCEDURES**

- 6.1. Security Codes will be issued by the Bank for access to the Mobile Banking Service, which may be different from those issued for other Bank services. The Bank may also issue separate requirements, restrictions, instructions, and access procedures, or any additional conditions pertaining to the access and use of the Mobile Banking Services, the Application, the Security Codes for the Mobile Banking Service and the transmission of Instructions ("Procedures"). All

Procedures may be varied by the Bank from time to time. The Customer agrees and undertakes to be bound by and to comply with all of the Procedures as may be issued by the Bank from time to time.

- 6.2. The Bank shall not be bound by or obliged to take any action on any Instructions which do not properly comply with the Procedures and the Bank may reject such non-compliant Instructions.
- 6.3. The Customer must secure the Application and the Security Codes installed in his/her Mobile Phone with a password. All such passwords and the Security Codes must be kept strictly confidential and must not be disclosed to anyone else. The Customer agrees to also secure the Mobile Phone by using a pin number to lock and unlock the keypad, if the Mobile Phone has this facility.
- 6.4. The Customer must not leave his/her Mobile Phone unattended or permit any person access to his Mobile Phone in such a manner that a third party may access the Application, Security Codes or the Mobile Banking Service, whether with or without the Customer's consent.
- 6.5. In the event that the Customer loses or replaces or parts with possession or control of his Mobile Phone in which the Application and/or Security Codes are installed, or if the Customer has reason to believe that someone has accessed his bank account(s) using the Application or Security Codes, he must immediately notify and instruct the Bank to revoke the Security Codes immediately, and make a fresh application to register for the Mobile Banking Service.
- 6.6. Until and unless the Customer notifies the Bank in accordance with Clause 5.5, all Instructions received by the Bank which are associated with the Customer's Security Code shall be deemed to have come from the Customer, and the Bank shall be entitled to rely on such Instructions, whether they actually originated from the Customer or not. The Customer acknowledges that the Bank may not be able to reverse or annul any transaction executed based on Instructions received prior to the Customer's notification to the Bank.
- 6.7. Without prejudice to Clause 1.1 above, and for the avoidance of doubt, all provisions in the Internet Banking Terms relating to:
  - 6.7.1. Security matters and safeguards, and the Customer's responsibilities for security and confidentiality;
  - 6.7.2. Safeguarding Security Codes and Passwords, and the use of the same;
  - 6.7.3. Processing and execution of transactions;
  - 6.7.4. The Customer giving Instructions to the Bank;
  - 6.7.5. The Customer's liability for unauthorised transactions; and



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

## **APPLICATION**

- 7.1. Upon completion of the prescribed registration procedures, the Customer will be permitted to download the Application for installation onto his Mobile Phone and be granted the non-exclusive, non-transferable right to use the Application, but based upon and subject always to the Customer's acknowledgement and agreement that he will not:
- 7.1.1. Use the Application for any purpose other than to access the Customer's own account(s) via the Mobile Banking Service on the Customer's Mobile Phone;
  - 7.1.2. Download or install the Application onto a Mobile Phone which the Customer does not own or have exclusive control over;
  - 7.1.3. Permit or enable any person to access the Application or leave his Mobile Phone unattended in such a manner as to enable a person to access the Application;
  - 7.1.4. Reproduce, modify or reverse engineer the Application or permit another person to do so; and
  - 7.1.5. Permit any person to access the Customer's Security Codes or otherwise enable any person to download a copy of the Application.
- 7.2. The Application is made available to the Customer on a strictly "as is" basis, and no warranty is made in relation to the Application, including any warranty in relation to its merchantability, fitness for purpose, satisfactory quality or compliance with description, and all warranties which may be implied by law or custom are hereby excluded. In addition, the Customer agrees that the Bank cannot ensure that the Application will be compatible or may be used in conjunction with any Mobile Phone, and the Customer agrees that the Bank is not liable and that he will not seek to hold the Bank liable for any such incompatibility or for any loss or damage to any Mobile Phone which may be caused by the Application or the installation process.

## **LIABILITY & INDEMNITY**

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

- 8.2. In particular, the Customer acknowledges and agrees that in addition to the events set out in the Internet Banking Terms for which the Bank is not liable, the availability and proper functioning of the Mobile Banking Service is dependent on many variable circumstances, including location, mobile network availability and signal strength, proper functioning of hardware, software and the Customer's Mobile Phone, and the Bank shall not be liable for any loss, liability or damage caused by any unavailability or improper functioning of the Mobile Banking Service for any reason.
- 8.3. The Customer agrees to indemnify and compensate the Bank for any damages, loss, expense or liability incurred by the Bank, its Customers or a third party and against any claim or action brought by a third party which is in any way the result of the improper use of the Mobile Banking Service by the Customer or as a result of any breach by the Customer of this Agreement.
- 8.4. Due diligence was exercised by the Bank to provide the services related to Personal Finance and Stock Indicator. Users should conduct their own analysis, as they deem appropriate, with regard to their financial decisions and possible investments, and should fully consider other available information. The Users acknowledge that the information relating to Personal Finance and Stock Indicator are merely given "for information" and it has not been independently verified and no representation is made with respect to accuracy or completeness of any of this information. Further, the Users irrevocably agree that the Bank assume no liability in relation to use of the Personal Finance or Stock Indicator services.

## **CHARGES AND FEES**

- 9.1. The Bank is currently offering the Mobile Banking Service free of charge to Customers. Certain transactions, however, are chargeable, details of which are published on the Dhofar Islamic website. However, the Bank may levy charges for the Mobile Banking Service at a future date, which the Bank would advise through email, the Bank's website or written communication.
- 9.2. Mobile phone network providers may charge Customers for use of data services and SMS services and Customers are liable to pay these charges and the Bank will not incur any liability or responsibility for these charges.
- 9.3. The Customer authorises the Bank to recover all charges related to the Mobile Banking Service and the Internet Banking Service as determined by the Bank from time to time by debiting any of the Customer's designated accounts.

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

## **TERMINATION OF DHOFAR ISLAMIC INTERNET AND MOBILE BANKING SERVICES**

- 10.1. The Customer may request termination of the Internet Banking Service and the Mobile Banking Service at any time. However, the Customer will remain responsible for any transactions made in his account(s) through the Internet Banking Service and Mobile Banking Service prior to the time of cancellation of such Services and confirmation of the same by the Bank.
- 10.2. The Bank may suspend or terminate the Mobile Banking Service at any time. Where possible, prior notice will be given to the Customer. If the Mobile Banking Service is suspended or terminated by the Bank, the Bank will incur no liability whatsoever for any charges, fees, costs or expenses however so incurred by the Customer or any third party as a result of such suspension or termination of the Mobile Banking Service.
- 10.3. The closure of all accounts of the Customer will automatically terminate the Internet Banking Service and the Mobile Banking Service.
- 10.4. The Bank may suspend or terminate the Mobile Banking Services without prior notice if the Customer has breached these terms and conditions or the Bank learns of the death, bankruptcy or lack of legal capacity of the Customer.

## **EVIDENCE**

- 11.1. The Customer agrees that all Instructions transmitted by his Mobile Phone or otherwise issued by the Customer in electronic form:
- 11.1.1. Are written documents, and the Customer agrees not to dispute or challenge the validity or enforceability of any Instruction on the grounds that it is not a written document and the Customer hereby waives any such right he may have at law; and
  - 11.1.2. Are original documents and the Customer agrees not to challenge the admissibility of any Instruction on the grounds that it is made in electronic form.

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

## **FORCE MAJEURE**

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

## **ASSIGNMENT & SUB-CONTRACT**

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

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

## **AMENDMENT OF DHOFAR ISLAMIC TERMS AND CONDITIONS**

- 14.1. The Bank has the absolute discretion, without first obtaining the prior consent of the Customer, to amend or supplement any of the Mobile Banking Terms at any time and will endeavour to give prior notice for such changes wherever feasible except for changes to profit and exchange rates and/or other variations that are subject to market changes.
- 14.2. Any exchange rate, profit rate, dealing rate and other prices and information quoted by the Bank on its internet sites or otherwise in response to an online inquiry are for reference only and are not binding. Any rate, price and information offered by the Bank for the purpose of the relevant transaction shall be binding on the User upon the User confirming his acceptance irrespective of any different rate, price or information quoted by the Bank.
- 14.3. The Bank has the right to introduce new services within its Mobile Banking Service from time to time. The existence and availability of the new functions will be notified to the Customer as and when they become available. The changed terms and conditions applicable to the new Mobile Banking Service, if any, shall be communicated to the Customer. By using these new services, the Customer agrees to be bound by the terms and conditions applicable.

## **NOTICES**

- 15.1. Mutual notices will have legal force under these terms and conditions if sent:-
- 15.1.1. Electronically to the mail box of either party as per the available email address; or
  - 15.1.2. In writing by delivering them by hand or by sending them by post to the last address given by the Customer and in the case of the Bank to the address mentioned in the heading above.
- 15.2. In addition, the Bank may also publish notices of a general nature which are applicable to all Customers on its website. Such notices will have the same effect as a notice served individually to each Customer.

## **SEVERABILITY**

- 16.1. Each of the provisions of these Mobile Banking Terms is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable

in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

## **GOVERNING LAW**

17.1. These Mobile Banking Terms shall be governed by and will be interpreted in accordance with the laws of the Sultanate of Oman to the extent as such laws do not contradict to the dictates of Shari'ah. All disputes arising out of or in connection with these Mobile Banking Terms shall be submitted to the exclusive jurisdiction of the Omani courts.

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