

The issuance and use of the Sohar International Bank S.A.O.G. Corporate Card shall be governed by and subject to the Terms and Conditions set out hereinafter and such Terms and Conditions shall remain binding on the Cardholder unless otherwise amended by the Bank in accordance with the Terms and Conditions of this Agreement:

## 1- Definitions

“Agreement” means these Terms and Conditions and any amendments thereto.

“Bank” means Sohar International Bank S.A.O.G. and its successors and assigns.

“Company” means any corporation, governmental or private institution or organisation with which the Bank had entered into this Agreement.

“Corporate Account” means the account maintained by the Bank for the company mentioned above for debiting all Transactions entered into by the Cardholder(s), one or many, through their Corporate Card(s) issued to the Company by the Bank, together with interest, fees, and other Card(s) Charges.

“Corporate Billing Account” means the account maintained by the Company with the Bank for debiting aggregate amounts outstanding on a Corporate Account with respect to all Transactions entered into by the Cardholder(s).

“Card” means each eligible ‘Corporate Card’, ‘Pre-loaded Card’, ‘Purchasing Card’ or ‘Virtual Card’ issued by the Bank to a Cardholder – identified employee of the Company – by the Bank under this agreement.

“Virtual Card” means a Corporate Card where the Bank issues card numbers, without the creation of a physical card, linking each card number to a Corporate Card Account with its own Corporate ID, billing cycle and billing statement.

“Cardholder” means the employee of the Company which maintains the Corporate Account with the Bank under this agreement and to whom Corporate Cards have been issued.

“Card Charges” means any fees and commissions payable by a Company to the Bank in respect of a Corporate Card(s) as set out in Tariff / Schedule of Charges published by the Bank on the website and/or notified by the Bank to the Company and/or Cardholder from time to time, including, without limitations, the amount incurred by the Cardholder(s) on each Card Transaction, interest, service charges, late payment fees, Overlimit Fees, Cash Advance Charges, subscription, renewal fees and replacement fees and others.

“Card Transaction” means the transaction(s) carried out or entered into by the Cardholder(s) using the Card for payment(s) in respect of any goods and services bought or availed of and/or for availing Cash Advance.

“Cash Advance” means the cash withdrawn by the Cardholder using the Card.

“Cash Advance Charge” means the charges which the Bank is entitled to charge on the cash withdrawn by the Cardholder from time to time using the Card as set out in the Tariff / Schedule of Charges

“Chargeback” means the reversal of a Card Transaction which is disputed by the Cardholder/Company.

“Corporate Credit Limit” means the aggregate amount determined and assigned by the Bank in its sole discretion to the Company, and up to which the individual Cardholder(s) limits could be determined.

“Card Limit” means the maximum debit amount allowed to the individual Cardholder’s Card issued to the Company under this agreement and all legal attachments to it.

“Cash Limit” means the maximum debit amount allowed to the individual Cardholder’s Card with regard to the cash withdrawals.

“Finance or Interest Charge” means the charges which the Bank is entitled to charge in the event of the Company’s failure to keep sufficient clear funds in its “Corporate Account” for payment of all Card Charges in accordance with the standing instruction or for honoring the cheque issued or payment instructions issued or transactions initiated on the Sohar International wholesale banking digital platform by the Company for payment of Card Charges.

“Overlimit Fee” means a fee charged by the Bank and debited to the Card for Card Transactions, which exceed the individual Card Limit. Such fee shall be as set out in the Tariff of Charges

“Payment Due Date” means the date by which the Company must make payment of the aggregate outstanding amount on all Card(s) issued to the Company along with the Card Charges as stated in the Statement of Account.

“PIN” means the Personal Identification Number issued to the individual Cardholder(s) for use in conjunction with the Card(s) as and when required.

“Tariff / Schedule of Charges” means the Bank’s Corporate Banking Tariff of Charges (as amended from time to time) and available on the website of Sohar International

“Card Charges” mean any charges payable by a Cardholder to the Bank in respect of a Card as notified by the Bank from time to time including, without limitation, the amount incurred by the Cardholder on all Card Transactions, service charges, late payment fees, subscription, renewal fees and replacement fees. Bank reserves the right to amend these charges.

“Statement of Corporate Account” means the monthly statement of Corporate Account maintained by the Company and provided by the Bank in relation to the aggregate Corporate Credit Limit and/or individual Corporate Card transactions.

“Card Statement” means the monthly statement/information provided by the Bank to the individual Cardholder(s) with regard to the individual transactions carried out with their Corporate Card.

“Corporate Account Statement Date” means the date on which the Statement of Corporate Account is produced.

“Card Statement Date” means the date on which the Card Statement is produced (

“Visa Spend Clarity” (VSC) means a secure management information system provided by Visa to streamline card management.

“Visa Commercial Pay” (VCP) means a system provided by Visa for creating and managing Virtual cards.

## **2- Receipt and Use of the Card**

2-1 The Card(s) will be produced by the Bank based on the application form(s) submitted by the Company’s authorised signatory duly filled in physical form or electronic and authorised as per the Bank’s policy and to its discretion to change at any time.

2-2 It is the Company’s responsibility to complete and verify the “Know your customer” (KYC) process for the individual Cardholders. The Bank will only verify and perform KYC for the Company and its authorised signatories.

2-3 The Card will be produced by the Bank based on the individual card details provided by the Company and the Cardholder(s) and will be delivered to the Authorised Signatory or authorized representatives of the Company within this Agreement. It may only be used by the Cardholder within the Credit Limit during the validity period embossed on the Card. The Card may be used for payment(s) in respect of any goods or services purchased or advanced and/or for availing Cash Advances, subject to this Agreement contained herein and as may be varied from time to time by the Bank in accordance with Conditions of this Agreement.

2-4 The Company agrees that if the Card is sent to the Company by registered mail or courier service to an address and to the authorised signatory designated by the Company, the Company shall be deemed to have received the Card in good order and the Bank shall not incur any liability to the Company or a Cardholder or be responsible for any loss or damage suffered by the Cardholder and/or Company of whatsoever nature and howsoever caused or suffered by the Cardholder/Company, if the Card is not received or otherwise in connection with the use of such Card.

2-5 The Company is liable for the total indebtedness of every Card issued in its name and the names of its employees which are requested by the Company, and is severally liable in relation to each Card.

2-6 The Bank shall have express rights of lien and set off over any credit balances available in any of the Customer's accounts, including any foreign currency accounts and/or deposit/s maintained by the Customer, which right/s the Bank may exercise at its discretion to settle any outstanding amount due from the Customer under any of the accounts maintained by the Customer provided however before exercising such right the Bank shall notify the Customer of its intention to exercise such right.

### **3- Credit Limit**

3-1 The Bank will assign a Corporate Credit Limit to the Corporate Account which must not be exceeded without prior agreement with the Bank. The Company has the right to distribute the assigned limit at their own discretion to the employees of the Company. If the Cardholder nominated by the Company is already a Sohar International Credit Card member, assigned by the Company, Corporate Credit Limit will be separate from the personal card limit.

3-2 The Bank reserves the right, in its absolute discretion, without being under any obligation to do so, to permit the Cardholder(s) or the Company to exceed the Corporate and/ or Cardholder(s)' Credit Limit provided that if the Bank permits the Cardholder and/ or Company to exceed his/her Credit Limit the Cardholder/Company shall continue to remain responsible for the discharge of all Card Charges and liabilities incurred by it pursuant to this Agreement.

3-3 If a Cardholder/Company exceeds the assigned Credit Limit without the prior agreement of the Bank, the Bank may, at its sole discretion, cancel the Card(s) immediately without notice to the Cardholder(s) and all amounts outstanding in the Card(s) and/or Corporate Account shall thereupon become immediately due and payable by the Company to the Bank.

3-4 If Cardholder(s) and/or Company exceeds the assigned Card Limit or Corporate Credit Limit respectively, the Bank shall charge an Overlimit Fee to the Card and/or Corporate Account at a rate set out in the 'Tariff/ Schedule of Charges'

### **4- The Corporate Account**

4-1 The Bank will debit the Corporate Account with the amounts incurred on a Card Transaction and all Card Charges and any other liabilities of the Cardholder related to his/ her Corporate Card usage and any loss incurred by the Bank arising from the use of the Card. The Company will be liable to pay to the Bank all amounts so debited whether or not a sale or Cash Advance voucher is signed by the Cardholder. The Statement of Corporate Account sent to the Company and Card Statements sent to the individual Cardholder(s) by the Bank shall be conclusive evidence of the Company's indebtedness to the Bank. The Cardholder shall be advised by the Company's authorised signatory to preserve the sale or Cash Advance vouchers till the Card Statement and Statement of Corporate Account is received and reconciled by both respectively.

4-2 The Bank will send the Card Statement(s) and the Statement of Account showing details of transactions carried out or entered into by the Cardholder(s) during the preceding month to the Company's registered email ID with the Bank, and /or arrange to make the same available in Sohar International's wholesale banking digital platform. It is the Company's authorised signatory responsibility to share the Card Statement(s) to the individual Cardholder(s). The Bank shall not be liable for non-delivery of the statements in case the email address of the Company and/or authorised signatory had changed without prior notice to the Bank in a standard approved format.

4-3 The amount of any Card Transaction incurred in a currency other than Omani Riyals will be converted at a rate of exchange determined by the Bank and/or Visa for the date on which the Card Transaction is debited to the Card Account. The Bank at its sole discretion, reserves the right to charge and /or change the exchange rates and fees related to transactions incurred in a currency other than Omani Riyals. All such Fees shall be mentioned in the 'Tariff / Schedule of Charges'.

4-4 In the first Statement of Account issued after issuance of the Card(s) or the renewal of the Card(s), as the case may be, the Bank, shall be entitled to charge and debit the Corporate Account with fees for issuing or renewing the Card(s) which amounts shall be non-refundable.

## 5- Payment

5-1 The Company hereby agrees and undertakes to pay to the Bank all outstanding as well as fees and commissions in accordance with the 'Tariff / Schedule of Charges', payable in respect of the Corporate Card(s) issued by the Bank to the Company.

5-2 The Company at its option may make payment of Card Charges in one or combination of one of the following modes of payment:

a. by giving written standing instruction and/or authorisation signed by the authorised signatory of the Company to debit the Corporate Billing Account and/or any other account with the Bank in the amount payable by way of Card Charges;

b. by issuing cheques or issuing payment instructions or initiating payment transactions on the Sohar International digital banking platform towards payment of the Card Charges; by depositing cash.

3 The Payment which the Company is required to make by or before a Payment Due Date shall be 100% of the balance outstanding in the Corporate Account as on the Statement Date.

4 If the Payment is not received and/or not received in full by the Payment Due Date, the Bank may, at its own discretion, without notice to the Company or Cardholder(s), cancel or suspend the use of the Card, or all Corporate Cards, without any liability being incurred by the Bank.

5 In the event of failure of the Company to pay the Payment by the Payment Due Date, the Bank shall be entitled to set off the full outstanding balance along with the Card Charges by debiting any other account of the Company maintained with the Bank.

6 If the Cardholder/Company disagrees with any Card(s) Charges indicated in the 'Card Statement', the authorised signatory of the Company must communicate the same to the Bank within 30 days of the 'Card Statement', failing which the Company shall be deemed to have accepted the Card(s) Charges set out in such 'Card Statement' and shall not be entitled to question such Card(s) Charge at a later date.

7 Any payments made by a Company will be applied by the Bank in or towards discharge of the Company's liabilities to the Bank under this Agreement in such order and proportions as the Bank may decide.

## 6- Cash withdrawal

1. The Cardholder(s) shall be eligible to use the Card to make withdrawals of Cash Advances on which a Cash Advance Charge shall be payable by the Company at the rate set out in the 'Tariff / Schedule of Charges'. If the Company wishes to withdraw the right to use the Card for Cash Withdrawals for its employees, the authorised signatory of the Company has to notify the Bank in writing to do so.

2. The Bank shall not be responsible for any damage or loss arising directly or indirectly, from any malfunction/failure of the Card or ATM or temporary insufficiency of funds in such machines or for any other reason whatsoever.

3. Any payment made by the Company by Cheque or by payment instructions issued or transactions initiated on the Sohar International wholesale banking digital platform or any other instrument deposited at an ATM shall be deemed to be received by the Bank on the date when the amount is credited to the Card Account after such cheque or any other instrument is cleared through the normal banking channel, any statement issued by the Bank at the time when such cheque or any other instrument is deposited in the ATM shall only represent that the Company purports to have deposited the cheque or any other instrument and shall in no way bind the Bank.

4. Any Cash deposit made at an ATM shall only be deemed to have been received by the Bank upon verification and upon credit of such cash deposit to the Card Account.

5. The Company must notify the Bank in writing, as soon as possible, of any changes in the Cardholder's employment status and/or company's office address and telephone numbers.

6. It is the sole responsibility of the Company to maintain records of the Cards issued by the Bank to the Company and notify the Bank in case the holder of the Card is not a Company employee any more. The Company is responsible for collecting the cards to be cancelled and/or withdrawn and/or replaced for its employees.

## **7- Interest**

7-1 Interest on the balance outstanding in the Corporate Account shall be charged at the prevailing rate set out in the 'Tariff / Schedule of Charges' by the Bank.

7-2 Interest will accrue on the balance outstanding in the Corporate Account after giving credit for any amounts received by the Bank by the Payment Due Date in accordance with this Agreement. Interest will be charged to the Corporate Account from the following 'Card Statement Date'.

7-3 No interest will be charged on the outstanding balance if the Corporate Account is settled in full by the Payment Due Date.

7-4 The Bank reserves the right at its own discretion to change/alter the process and/or the mode of calculation or even cancel interest charges to the Corporate Account of the Company with notification to the Company through the communication channels available to the Bank (statement messages, SMS alerts, email etc.)

## **8- Internet Transactions**

8-1 The Bank reserves the right to initiate/provide/reduce the limit and block or cancel facility to perform transactions over the internet, at its own sole discretion, without prior notification to the Cardholders.

8-2 The Bank reserves the right to apply and modify, at its own discretion, maximum limit assigned to the Company and/or Cardholder for purchase, Cash Withdrawal as well as internet usage above which, if requested by the Company, the latter will provide an official indemnity to the Bank for any transaction done above the above said limit.

8-3 The sBank is not liable for any inconvenience caused or loss incurred due to failure to approve a transaction by any merchant, non-receipt of merchandise or services, or unsatisfactory merchandise or services. The Bank is not responsible for the delivery, quality, safety, legality of goods and services purchased by the Cardholder with the Bank Sohar Card, or any aspect thereof, or for any cancelled recurring transactions.

8-4 The Bank is not responsible for any unauthorised transactions on the Card. It is the responsibility of the Company to report to the Bank any unauthorised transactions or illegal usage of the Card.

8-5 It is the responsibility of the Cardholder/Company to verify the legality of the transaction.

8-6 Funds will be withheld for any transaction that has been "authorised," and this amount will not be available to Cardholder/Company for use elsewhere. The Bank cannot manually release a legitimate authorisation without notice from the merchant.

8-7 By purchasing, retaining, using the Card over the internet or authorising the use of the Card, the Company acknowledges that:

a. the Bank has exclusive liability under this Agreement to issue the Card and to facilitate the use of the said Card to make purchases over the internet.

b. the Bank has no further liability towards the Cardholder and/or the Company in connection with the Card and this Agreement.

c. and agrees to disclaim to the Bank any liability, duty, or responsibility, other than those expressly set forth in this Agreement.

d. 8-8 The Cardholder/Company acknowledges that neither the Bank, nor any officer, director, representative, or employee of the Bank is liable for any damages or costs incurred by the Cardholder for the transactions made via internet channels or through any other "card-not present environment" channels.

## **9- Ownership of the Card**

The Card shall, at all times, remain the property of the Bank. At the request of the Bank, the Company and/or Cardholder shall immediately return to the Bank, or to any other person authorised by the Bank all or any Cards issued for use by a Company/Cardholder.

## **10- Termination**

10-1 The Company may terminate this Agreement by written notice to the Bank but such termination shall only be effective on the return to and receipt by the Bank of all Cards issued for use by the Company's employees, and upon payment of outstanding balance in the Corporate Account together with the amount of outstanding individual Card Transactions effected but not yet charged to the Corporate Account.

10-2 The entire outstanding balance in the Corporate Account together with the amount of any outstanding Card Transactions effected but not yet charged to the Corporate Account will become immediately due and payable to the Bank on termination of this Agreement.

10-3 Unless otherwise agreed by the Bank on the death of the employee or bankruptcy of the Company or upon the breach of any Agreement by the Company, this Agreement shall stand terminated and the entire outstanding balance in the Corporate Account together with the amount of any outstanding individual Card Transactions effected but not yet charged to the Corporate Account shall become immediately due and payable to the Bank. The Bank shall be entitled to debit such outstanding amounts to any other account of the Company with the Bank.

10-4 The Company shall be responsible for the payment and settlement of all and any outstanding amounts in the Corporate Account and shall keep the Bank indemnified against all costs, charges (including legal fees), liabilities, and expenses incurred by the Bank in recovering such outstanding payable by the Company. Pending such repayments, the Bank shall be entitled to continue to apply Interest and/or Financing Charges at its prevailing rate(s) on the outstanding amount in the Corporate Account.

10-5 The Bank may terminate this Agreement at any time by cancelling or refusing to renew or replace the Card(s) with or without prior notice and with or without cause. Unless and until such termination takes place, the Bank shall provide a new Card to all authorised by the Company Cardholder(s) from time to time upon expiry, loss or destruction of the old Card.

10-6 Upon termination, as provided in Condition 10.1 or 10.3 or 10.5, the Bank shall block such amount, as the Bank in its absolute discretion deems fit, in any other account maintained by the Company with the Bank for a minimum period of 45 days from the date of such termination. The blocked amount shall be held by the Bank as security against any Card Transactions effected by the Cardholder(s) prior to such termination. The residual balance, if any, after adjusting the Company's outstanding liability in the Corporate Account will be released by the Bank to the Company. Alternatively, the Company may provide a guarantee acceptable to the Bank to secure payment of the entire outstanding amount in the Corporate Account.

## **11- Safeguarding the Card and PIN**

11-1 The Cardholder shall not permit any other person to use the Card and shall at all times safeguard the Card and keep it under his/her personal control.

11-2 The Cardholder shall prevent the PIN becoming known to any other person.

11-4 The Company shall not allow the use of the Card by an employee different from the one the Card was issued to, unless by prior arrangement with the Bank. The Company becomes fully liable for all transactions and/or effected authorisations on the Card in case of internal misuse of the card and/or fraud cases.

## **12- Loss of the Card**

12-1 Upon discovery of the loss or theft of the Card, the Cardholder or authorised signatory of the Company must inform the Card Services/Call Centre of the Bank/associates displaying the Card logo by telephone, fax or telex message followed by confirmation in writing under the hand of the Cardholder or his attorney supported by a police report evidencing a complaint lodged for the loss of the Card. The Company shall be liable for all amounts debited to the Corporate Account as a result of the unauthorised use of the lost or stolen Card until written confirmation of its loss or theft has been received in writing by the Bank or a member bank displaying the Card logo. In the event the Cardholder/Company recovers the lost or stolen Card(s), the Company shall return the recovered Card(s) to the Bank immediately.

12-2 The Cardholder/Company shall provide to the Bank all the information in the Cardholder's/ Company's possession as to the circumstances of the loss, theft or misuse of the Card and take all steps deemed necessary by the Bank to assist in the recovery of a missing Card.

12-3 The Bank shall be under no obligation to issue a replacement Card to the Cardholder following its loss or theft. Any replacement Card will be subject to the Company paying a handling fee, and shall be issued where the Bank so determines, on the same Agreement as the original Card.

12-4 Notwithstanding anything to the contrary contained herein, the Company shall be liable for all losses caused to or suffered by the Bank arising from the use of the Card by any person obtaining possession of it with the Cardholder's/Company's consent.

### **13- Refunds and Chargebacks**

13-1 The Cardholder shall examine each 'Card Statement' and shall notify the authorised signatory of the Company, who shall immediately inform Bank of any alleged error therein within 30 days from the 'Card Statement' Date. If no such error is notified by the Company within the given time period, the Statement of Corporate Account and entries contained therein shall be deemed to be accepted by the Company as being correct and the Company shall be deemed to have admitted its liability to pay the amount mentioned in the Statement of Corporate Account.

13-2 The Corporate Account shall be credited with the amount of any erroneous entries alleged by the Cardholder/Company only after such error is accepted by the Bank and the Bank has received a refund voucher. Any claim by a Cardholder/Company against a third party shall not be considered as valid ground for cancellation of a Card Transaction nor shall the Company be entitled to take such plea either as a defense or counter claim against the Bank in any recovery proceedings initiated by the Bank for recovery of the balance outstanding in the Corporate Account.

13-3 The Bank shall not be responsible for, nor be liable to, a Company and/or Cardholder in case of non-acceptance of the Card by a third party.

13-4 The Bank shall not be responsible for goods or services purchased by a Cardholder using the Card.

13-5 The Corporate Account will not be credited in respect of a Chargeback amount until after the evidence provided to the Bank has been examined by it and the transaction under dispute is resolved to the satisfaction of the Bank. If the dispute is not resolved in the Cardholder's favor, then the Company will be liable for the disputed amount.

### **14- SMS BANKING FACILITY**

#### **14-1 Availability and Disclosure**

14-1-1 Bank reserves the right to decide what services may make up the SMS Services to be offered to a Cardholder and/or Company, and such offers may differ between customers.

14-1-2 The SMS Services are made available to the Cardholder at the sole discretion of Bank Sohar and may be discontinued by Bank at any time, without notice. Bank reserves the right to offer the SMS Services for those Customers of specific cellular service providers only.

14-1-3 The Services are available only to the Cardholders holding Bank Credit Cards or the Company's authorised signatory previously communicated to the Bank.

#### **14-2 Authority to Sohar International**

14-2-1 The Company irrevocably and unconditionally authorises Bank to access all its Corporate Cards issued to the Company by the Bank for using the SMS Services and to share the Corporate Account information with any third parties for the purpose of executing such SMS Services or any other similar services.

### 14-3 Alerts

14-3-1 The Alerts will be sent to the mobile phone number last registered with the Bank. Bank will not provide Alerts for two mobile phone numbers for the same Card.

14-3-2 Bank shall have the right to suspend the SMS Services at any time for any reason and may require an indemnity from the Company before continuing to operate the Services.

### 14-4 Accuracy of Information

15-4-1 The Company undertakes to provide accurate and complete information/telephone and mobile number wherever required and shall be solely responsible for the correctness and completeness of information provided to the Bank at all times, including, but not limited to, for the purposes of availing of the SMS Services. The bank shall not be liable for any consequences arising out of the Company's supply of erroneous information.

If the Company and/or Cardholder suspects that there is an error in the information supplied by the Bank to him/her, Bank shall be advised as soon as possible. Bank will then use its best endeavors to correct the error wherever possible and applicable.

3. While the Bank will take all reasonable steps to ensure the accuracy of the information supplied to the Customer, Bank shall not be liable for any consequences arising from its inadvertent provision of any inaccurate information under the SMS Services.

### 14-5 Disclaimer of Liability

Bank shall not be responsible for any lack of availability of the SMS Services due to the Customer not being within the geographical range in which the SMS Services are available and which forms part of the roaming network of the Customer's cellular service provider.

2. The customer undertakes to inform Bank in case of change in or termination contract of either the mobile phone number or the mobile service provider. Bank shall not be responsible for any lack of availability of the SMS Services due to this change or termination.

3. If the Company and/or the Cardholder has a reason to believe that the mobile phone number is or has been allotted to another person and/or there has been an unauthorised transaction in the Corporate Card and/or his/her mobile phone handset is lost, he/she shall immediately inform Bank of the same. Bank does not undertake any liability regarding the above, for whatsoever the reason may be.

4. Bank shall endeavor to provide the Services on a best-efforts basis and the Company/Cardholder shall not hold Bank liable for non-availability of the SMS Services or non-performance by the Bank service providers (if any).

5 Bank shall not be liable to the Cardholder/Company under any circumstances for any losses or damages whatsoever arising from the SMS Services, including (but not limited to) any consequential or indirect losses or damages including loss of revenues, interruption of business, loss of profit or loss of business opportunity and whether sustained by the Company/Cardholder or by any other person.

6. The Company/Cardholder accepts that each Alert may contain certain information relating to the Company's Corporate Cards. The Company/Cardholder hereby authorises the Bank to send such Corporate Account related information, even if not specifically requested, if Bank Sohar deems that the same is relevant. Bank shall not be held responsible for the confidentiality and security of any personal or Corporate Account related information provided by the SMS Services.

7. Under no circumstances shall Bank be liable to the Company/Cardholder if the SMS Services are not available for any reason, including (but not limited to) natural calamities, legal restraints or faults in the telecommunications network. Illegal or improper use of the SMS Services by the Cardholder shall render the Company liable for payment of financial charges or damages (as decided by Bank) and/or will result in suspension or cancellation of the SMS Services/Corporate Card Account for the Company at the sole discretion of the Bank.



8. The Company also agrees that Bank may disclose to other institutions such information as it deems reasonably necessary for reasons including (but not limited to) participation in any Digital services, telecommunication or electronic clearing network, in compliance with any legal directive, for credit rating by recognised credit scoring agencies and for fraud prevention.

9. The Company agrees that the Bank shall not be involved in any dispute between the Company and any cellular service provider (or any third party providing such services) through which the SMS Services are being accessed by the Cardholders and/or authorised signatory of the Company.

#### **14-6 Fees**

14-6-1 The Bank shall have the discretion to charge such fees as it deems appropriate from time to time and may, at its sole discretion, revise the fees for use of any or all of the SMS Services, by a general notification to the Company.

14-6-2 The Company and/or the Cardholder shall be liable for payment of any airtime or other charges which may be levied by any mobile service provider in connection with the provision of the SMS Services and Bank is in no way responsible for the same. The Company acknowledges that Bank Sohar's fees are exclusive of all amounts payable to any mobile service provider.

#### **14-7 Termination of SMS Services**

1. The Company may request cancellation of the SMS Services by giving written notice in the form of acknowledgment/indemnity form to the Bank. Notwithstanding such cancellation, the Company shall continue to be responsible for any transactions prior to Bank putting into effect such cancellation. Bank may, at its discretion, suspend or terminate the SMS Services (either wholly or in part) at any time without giving prior notice to the Cardholder/Company.

2. The closure of the individual Corporate Card and/or Corporate Account of the Company shall automatically terminate the provision of the SMS Services by Bank. Bank may suspend or terminate the Services without prior notice if it believes that the Cardholder/Company had breached Terms and Conditions of this Agreement or it learns of the death of the Cardholder and/or bankruptcy or lack of legal capacity of the Company. The Company/Cardholder must notify the Bank immediately in case he/she continues to receive alerts/services from Bank for his/her Corporate Card after 2 months of the Card cancellation date.

#### **15- Variation of the Agreement**

15-1 The Bank may, in its absolute discretion at any time, amend, modify or vary:

a. any of the terms and conditions within this Agreement contained in this Agreement, as deemed necessary by the Bank and if required in accordance with the applicable laws and notify the Cardholder/Company of such amendment, modification or variation.

b. the fees and commissions included in the 'Tariff / Schedule of Charges' and notify the Company/Cardholder of such amendment, modification or variation.

2. The Company/Cardholder shall be deemed to have accepted the amendments, modifications or variations made by the Bank to this Agreement as well as 'Tariff / Schedule of Charges', if the Company decides not to terminate this Agreement and/or decides not to return the Corporate Card(s) but continues to keep or use the Card(s) after having been notified of such amendments, modifications or variations by the Bank.

3. Each of these Terms and Conditions contained herein within this Agreement shall be severable and distinct from one another and if at any time any one or more of the terms and conditions is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining Agreement shall not in anyway be affected thereby.

## **16- Legal Action**

If, for any reason, the Company and/or the Cardholder fails to comply with this Agreement, the Bank is compelled to commence legal proceedings against the Company then, and in that event, the Company shall be responsible for the discharge of all legal costs, charges, fees and expenses incurred by the Bank in such legal proceedings.

## **17- Disclosure of Information**

The Company authorises the Bank to disclose information concerning the Cardholder or the Company or the Corporate Account to such persons as the Bank deems appropriate, necessary or desirable in connection with the services to be provided by the Bank and/ or the enforcement of any of the Bank's rights and/or the performance of any obligations of the Bank in respect of the Corporate Account or as may otherwise be required in accordance with the applicable laws.

## **18- General**

18-1 The Bank shall not be liable to the Company nor to the Cardholder if it is unable to perform its obligations under this Agreement due (directly or indirectly) to the failure of any machine, data processing system or transaction link or anything outside the control of the Bank, its agents, sub-contractors, service providers or promotional programs partners. The Bank's inability to perform its obligations in such circumstances shall not be used as a defense in respect of the liability of the Company for all Card Transactions that have taken place through the Corporate Cards issued to this Company by the Bank.

18.2 The Bank will not provide to the Company Card Transaction vouchers (or sales vouchers) signed by the Cardholder. Only in case of a dispute may the Bank, at the cost of the Company, provide to the Cardholder/ Company a photocopy or microfiche copy as documentary proof of the Cardholder's liability, provided the Company makes a request in writing within 30 days from the relevant Corporate Account Statement Date.

18.3 The Company irrevocably agrees and consents, subject to the applicable laws, that the Bank shall have the right at its absolute discretion to transfer, assign and sell in any manner, in whole or part of the balance outstanding in the Corporate Account. The Company hereby authorises the Bank to appoint collection agents for recovery of amounts outstanding in the Corporate Account. The Company shall be liable for all costs, and legal expenses incurred by such transferee, assignee, purchaser or collection agent for recovering or for collecting the balance outstanding Card Charges due from the Company's Corporate Account.

18.4 The Company irrevocably agrees and consents to the Bank transferring or sub-contracting its rights under this Agreement or the services provided by the Bank to the Company and/ or Cardholder(s) to any third party, whether or not such third party operates in another jurisdiction or territory. The Bank shall remain liable to the Company for any recoverable loss or damage incurred or suffered by the Company as a result of the negligence, breach or default of any such third party, and will require such third party to maintain the confidentiality of any such information to the same extent as the Bank.

18.5 Information about the Company and/or Cardholder may be processed offshore.

18.6 The Cardholder(s) and/or the Company's authorised signatory's telephone calls may be recorded and retained by the Bank.

18.7 The Company agrees to provide full details of the Cardholder to the Bank as per the required Application Form and/or immediately upon the request of the Bank. The Cardholder irrevocably authorises the Bank to contact the Cardholder's employer. The Cardholder further irrevocably authorises the Bank to request and receive notice from the employer of termination of the Cardholder's employment.

## **19- Governing Law and Jurisdiction**

19-1 The Terms and Conditions of this Agreement shall be construed in accordance with and governed by the Laws of the Sultanate of Oman.

19-2 In case of any disputes arising between the Parties hereto, the Courts of the Sultanate of Oman shall have jurisdiction over the same.

19-3 In addition to this Agreement, the issue and use of the Card is subject to the Central Bank of Oman's Regulations and other applicable Laws of the Sultanate of Oman in force.

19-4 The Bank accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than those of the Sultanate of Oman. The fact that the Services can be accessed by the Cardholder in a country other than the Sultanate of Oman does not imply that the laws of the said country govern these Terms and Conditions and/or the Services.

## **20. Visa Spend Clarity (VSC) & Visa Commercial Pay (VCP)**

20.1. VSC & VCP are services provided by Visa and the Bank is not responsible or liable for any loss, damage suffered or incurred of whatsoever type in relation to these services, including any availability of any service offered through VSC/VCP or any errors inaccuracy or omission of any data of information.

20.2. The Bank or Visa may vary the amount of the relevant fee payable at their discretion, but any change will only be effective after notice has been given to the Customer in accordance with these Terms and Conditions.

20.3. The Customer and the Cardholder agree that the Bank will supply details of the Customer and/or Cardholder and any transactions completed using the Card to Visa or to any other person nominated by the Bank or Visa for the purpose of providing the VSC/VCP services which may include information being shared with Visa wherever located.

20.4. Upon request from the Customer and subject to the payment of the relevant fee as stated in the 'Tariff / Schedule of Charges', the Customer and/or Cardholders may use the VSC/VCP facility and any other service provided through VSC.

20.5. The Customer agrees that additional terms and conditions may apply to the use of VSC/VCP or any services accessed through VSC/VCP from time to time. Any additional terms will be notified to the Customer and be deemed accepted on the Customer or Cardholder's first use of VSC/VCP following notification of any new terms.