

The Terms and Conditions set forth herein govern all transactions performed by the Customer through Visa Debit Card (the Card) are in addition to any other agreement(s)/account mandate documentation and the Bank's General Terms and Conditions relating to the conduct of the Customer's Account with the Bank. All Debit Card transactions are covered by the Debit Card Terms and Conditions. All Internet Bankings and SMS Banking transactions are covered by the Internet Banking and SMS Banking Terms and Conditions respectively.

The issuance and use of the Sohar Islamic Bank Debit 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

"Account" means the savings and/or current account maintained by the Cardholder with the Bank in which Card Transactions entered into by the Cardholder will be debited along with fees and other Card Charges.

"Agreement" means these Terms and Conditions.

"Bank" means Sohar Islamic Bank and its successors and assigns.

"Card" means the Debit card issued by the Bank to a Cardholder.

"Cardholder" means an individual account holder having savings and/ or current account with the Bank and on whose application the Bank has agreed to issue a Card.

"Card Charges" means fees and commissions, if any, payable by a Cardholder to the Bank in respect of a Card and notified by the Bank to the Cardholder from time to time and shall include the amount incurred by the Cardholder on each Card Transaction, Cash Withdrawal Fees and replacement fees.

"Card Services" means the Division of the Bank's Head Office having overall responsibility for administration of Card related services.

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

"Cash" means the cash withdrawn by the Cardholder using the Card.

"Cash Withdrawal Fees" means fees payable in respect of cash withdrawals outside the Sultanate of Oman.

"Chargeback" means the reversal of a Card Transaction which is successfully disputed by the Cardholder.

"PIN" means the Personal Identification Number issued to the Cardholder for use in conjunction with the Card as and when required.

"Schedule of Fees and Commissions" means the Schedule hereto containing the fees and or commission as set out in Schedule 1 forming part of these Terms and Conditions as amended, modified or varied by the Bank from time to time and notified by the Bank to the Cardholder.

"Statement of Account" means the monthly statement of account sent by the Bank to a Cardholder.

"Statement Date" means the date on which the Statement of Account is produced.



2. Receipt and use of the Card:

The Card must be signed by the Cardholder immediately on receipt. It may only be used by the Cardholder during the validity period embossed on the Card. The Card may be used for payment(s) in respect of any goods or services purchased and /or for availing Cash, subject to the Terms and Conditions contained herein.

3. Ownership of the Card:

The Card shall, at all times, remain the property of the Bank. At the request of the Bank the Cardholder shall immediately return the Card to the Bank or to any other person authorized by the Bank.

4. Limit on Withdrawal:

During the validity of the Agreement the Cardholder shall, subject to the requirement of maintaining a minimum balance, be entitled to use or withdraw amounts lying to the credit of its savings and/or current account for carrying out Card Transactions.

5. Safeguarding the Card and PIN:

5.1 The Card and the PIN are issued to the Cardholder at his/her own risk and responsibility, and the Bank shall bear no responsibility for any loss or damage resulting from the issue of the Card and/or PIN.

5.2 The Cardholder shall not permit any other person to use the Card and shall at all times safeguard the Card and keep it under its personal control and where possible destroy the PIN once the PIN number has been memorized.

5.3 The Cardholder shall prevent the PIN becoming known to any other person.

5.4 The Cardholder shall not disclose the Card number to any third party except for the purpose of payment of Card Charges or for reporting loss or theft of the Card.

6. Loss of the Card:

6.1 Upon discovery of the loss or theft of the Card, the Cardholder must inform the Card Services or any member bank 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 loss of the Card. The Cardholder shall be liable for all amounts debited to the Card Account as a result of unauthorized 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 recovers the lost or stolen Card/s, the Cardholder shall return the recovered Card to the Bank immediately.

6.2 The Cardholder shall provide to the Bank all information in the Cardholder'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 recovery of the missing Card.

6.3 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 Cardholder paying a handling fee, and shall be issued where the Bank so determines, on the same Terms and Conditions as the original Card.

6.4 Notwithstanding anything to the contrary contained herein, the Cardholder 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 consent.

6.5 The Cardholder agrees to indemnify and keep indemnified the Bank against any loss or damage occasioned by unauthorized use of the Card due to the Cardholder's negligence.

7. The Card Account:

7.1 The Bank will debit the Card Account with the amounts incurred on a Card Transaction and Card Charges, if any, and any other liabilities of the Cardholder and any loss incurred by the Bank arising from the use of the Card. The Statement of Account sent to the Cardholder by the Bank shall be conclusive evidence of the Card Transaction carried by the Cardholder. The Cardholder is advised to preserve the sale or purchase vouchers and/ or Cash withdrawal receipts till the Statement of Account is received and reconciled by it.

7.2 The Bank will send to the Cardholder's last known address the Statement of Account showing details of transactions carried out or entered into by the Cardholder during the preceding month.

7.3 The amount of any Card Transaction incurred in a currency other than Omani Rials will be converted to Omani Rials at a rate of exchange to be determined by the Bank for the date on which the Card Transaction is debited to the Card Account.

7.4 any cash withdrawals made by the Cardholder outside the jurisdiction of the Sultanate of Oman the Cardholder shall be liable to pay the applicable Cash Withdrawal Fee in accordance with the Schedule of Fees.

8. Payment:

8.1 The Cardholder agrees and undertakes to pay to the Bank applicable Bank fees and commissions in accordance with the Schedule of Fees and Commissions, in respect of the Card Account.

8.2 If the Cardholder disagrees with any Card Charges stated in the Statement of Account the Cardholder must communicate the same to the Bank within 30 days of the Statement Date, failing which the Cardholder shall be deemed to have accepted the Card Charges set out in such Statement of Account and shall not be entitled to question such Card Charge at a later date.

8.3 In the event that any ATM machine dispenses Cash in excess of the amount requested, the Cardholder undertakes to inform the Bank immediately of such error and unless the Cardholder refunds the excess Cash the Bank shall be authorized to debit the Cardholder's account with such excess dispensed amount.

9. Chargeback and Refunds:

9.1 The Cardholder shall examine each Statement of Account and shall notify the Card Services of any alleged error therein within 30 days from the Statement Date. If no such error is notified by the Cardholder within the given time period, the Statement of Account and entries contained therein shall be deemed to be accepted by the Cardholder as being correct and the Cardholder shall be deemed to have admitted his/her liability to pay the amount mentioned in the Statement of Account

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

9.3 If for any reason any retail outlet is unable to process a transaction through the Card program, then neither the retail outlet nor the Bank shall in any way be liable to the Cardholder. The retail outlet cannot have access to the Cardholder's account details and hence any queries from the retail outlet regarding the status of the account will not be entertained by the Bank.

9.4 The Card Account will not be credited in respect of a Chargeback amount until after 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 favour, then the Cardholder shall be liable for the disputed amount.

10. Exclusion of Banks liability:

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

10.2 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.

10.3 The Bank shall not be responsible for nor be liable to a Cardholder in case of non-acceptance of the Card by a third party.

10.4 If for any reason any retail outlet is unable to process a transaction through the Card program, then neither the retail outlet nor the Bank shall in any way be liable to the Cardholder. The retail outlet cannot have access to the Cardholder's account details and hence any queries from the retail outlet regarding the status of the account will not be entertained by the Bank.



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

11. Suspension:

The Bank reserves its right to suspend or stop use of Card if there is no credit balance in the Cardholders savings and/or current account.

12. Termination:

12.1 The Cardholder 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 the Card

12.2 Unless otherwise agreed by the Bank on the death of the Cardholder or upon breach of any of these Terms and Conditions by the Cardholder, this Agreement shall stand terminated.

12.3 The Bank may terminate this Agreement at any time by cancelling or refusing to renew or replace the Card 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 the Cardholder from time to time upon expiry, loss or destruction of the old Card.

12.4 Upon termination, the residual balance, if any, after adjusting the Cardholder's outstanding liability in the Card Account shall be released by the Bank to the Cardholder.

13. Variation of Agreement:

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

(a) any of the Terms and Conditions contained in this Agreement, as deemed necessary by the Bank and if required in accordance with the applicable laws and notify the Cardholder of such amendment, modification or variation.

(b) the fees and commission included in the Schedule of Fees and Commission upon notification to the Cardholder of such amendment, modification or variation.

13.2 The Cardholder shall be deemed to have accepted the amendments, modifications or variations made by the Bank to these Terms and Conditions as well as to the Schedule of Fees and Commissions, if the Cardholder decides not to terminate this Agreement and continues to keep or use the Card after having been notified of such amendments, modifications or variations by the Bank.

13.3 Each of the Terms and Conditions contained herein 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 Terms and Conditions shall not in any way be affected thereby.

14. Legal Action:

If, for any reason, the Cardholder fails to comply with these Terms and Conditions, the Bank is compelled to commence legal proceedings against the Cardholder then and in that event the Cardholder shall be responsible for the discharge of all legal cost, charges, fees and expenses incurred by the Bank in such legal proceedings

15. Disclosure of Information:

The Cardholder authorizes the Bank to disclose information concerning the Cardholder or the Card Account to such persons as the Bank deems appropriate, necessary or desirable in connection with the services 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 Card Account or as may otherwise be required in accordance with the applicable laws.

16. General:

16.1 The Bank shall not be liable 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 program partners. The Bank's inability to perform its obligations in such circumstances shall not be used as a defence in respect of the liability of the Cardholder for all Card Transactions that have taken place.

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

16.3 The Cardholder irrevocably agrees and consents to the Bank transferring or sub-contracting its rights under these Terms and Conditions or the services provided by the Bank to the Cardholder to any third party, whether or not such third party operates in another jurisdiction or territory. The Bank shall remain liable to the Cardholder for any recoverable loss or damage incurred or suffered by the Cardholder 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 is required to do so pursuant to their Terms and Conditions.

16.4 Information about the Cardholder may be processed offshore.

16.5 Cardholder telephone calls may be recorded and retained by the Bank.

17. Law Governing and Jurisdiction:

17.1 The Terms and Conditions shall be construed in accordance with and governed by the Laws of the Sultanate of Oman

17.2 In case of any disputes arising between the Parties hereto, the Primary Commercial Court of Oman shall have jurisdiction over the same.



17.3 In addition to these Terms and Conditions, the issue and use of the Card is subject to the Central Bank of Oman's Regulations and other applicable Laws of Oman in force from time to time.

18. Confidentiality:

For the purposes of Article 70 of the Oman Banking Law 114/2000, the Borrower irrevocably authorizes the Bank, should it so desire, to disclose to any party or to the Bank's counsels or to any other third parties, in relation to this Agreement such information about the Borrower and his banking transactions, as the Bank shall consider appropriate.