

## Terms & Conditions

The issuance and use of the Sohar Islamic Credit Cards 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:

## Definitions

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

**“Annual Subscription Fee”** means an annual fee to be charged by Bank in respect of each Card to be notified by Bank from time to time.

**“Bank”** means Sohar Islamic, Islamic banking window of Sohar International Bank S.A.O.G and its successors and assigns.

**“Card”** means the credit card issued to a Cardholder by the Bank.

**“Card Account”** means the account maintained by the Bank for debiting all Card Transactions entered into by the Cardholder together with fees, and other Card Charges.

**“Cardholder”** means the Principal Cardholder and the Supplementary Cardholder(s).

**“Card Charges”** means any fees and commission payable by a Cardholder to the Bank in respect of a Card as set out in the Schedule of Fees and Commission and notified by the Bank to the Cardholder from time to time, including, without limitations, the amount incurred by the Cardholder on each Card Transaction, service charges, late payment fees, Overlimit Fees, Cash advance Charges, subscription, renewal fees and replacement fees.

**“Card Services”** means the Division of the Bank’s Head Office having overall responsibility for the administration of the Card related services.

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**“Cash Advance”** means the cash withdrawn by the Cardholder using the Card.

**“Cash Advance Charge”** means the charges which the Bank is entitled to charge on the cash withdrawn by Cardholder from time to time using the Card as set out in Schedule of Fees and Commissions.

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

**“Credit Limit” “Qardh Hasan Limit”** means the aggregate amount determined and assigned by the Bank in its sole discretion, up to which the Cardholder will be permitted to enter into Card Transactions.

**“Finance Charge”** means the charges which the Bank is entitled to charge in the event of Cardholder’s failure to keep sufficient clear funds in other account for payment of Card Charges in accordance with the standing instruction or for honouring the cheque issued by Cardholder for payment of Card Charges.

**“Internet transaction”** means transaction performed on internet or on any other of the “Card-not-present” environment(s)

**“Merchant”** means any corporate entity, person or other establishment supplying Shari’a compliant goods and/or services who accepts the Card or the Card number as a mode of payment or reservation by the Cardholder.

**“Minimum Payment”** means the minimum amount that the Cardholder is required to pay to the Card Services or the Bank’s branch at which the Card Account is maintained on or before the Payment Due Date pursuant to clause 5 of this Agreement.

**“Monthly Subscription Fee” or “Ujrah Fee”** means a fixed amount, as determined and notified by the Bank from time to time, charged to the Cardholder every month for using the Card services as per the Cardholder’s respective card type.

**“Overlimit Fee”** means a fee charged by the Bank and debited to the Card Account for Card Transactions, which exceed the Card Limit. Such fee shall be as set out in the Schedule of Fees and Commissions.

**“Payment Due Date”** means the date by which the Principal Cardholder must make payment of Card Charges as stated in the Statement of Account or in any event pay the Minimum Payment.

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

**“Principal Cardholder”** means the customer of the Bank in whose name the Card Account is maintained and who shall at all times remain liable for all amounts debited to the Card Account.

**“Schedule of Fees and Commissions”** means schedule containing fees, or commission as set out in Schedule 1 forming part of this Agreement as amended, modified or varied by the Bank and notified by the Bank to the Cardholder from time to time availing the Card facility.

**“Shari’a Board”** means the Shari’a Supervisory Board of the Bank.

**“Supplementary Card”** means card(s) issued by the Bank to any person(s) at the request of Principal Cardholder.

**“Supplementary Cardholder”** means a person nominated by the Principal Cardholder to whom a Supplementary Card has been issued pursuant to clause 3 of this Agreement.

**“Statement of Account”** means the monthly statement of account provided by the Bank in relation to the Card Account.

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

**“Takaful”** means the Islamic insurance services.

**“Tariff Book” or “Schedule of Fees and Commissions”** means the Bank’s schedule of charges against offered services which may change from time to time.

### 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 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 and as may be varied from time to time by the Bank in accordance with clause 16 of this Agreement.

- The Cardholder agrees that if the Card is sent to the Cardholder by registered mail or courier service to an address designated by the Cardholder, the Cardholder shall be deemed to have received the Card in good order, and the Bank shall not incur any liability to the Cardholder or be responsible for any loss or damage.
- Cardholder must use the Card for purposes or uses that are Shari'a compliant. By applying and accepting these Terms and Conditions, the Cardholder undertakes to use the Card for Shari'a Compliant transactions.

### **Credit Limit**

- The Bank will assign a Credit Limit to the Card Account which must not be exceeded without the prior approval of the Bank. The Credit Limit is based on the Shari'a concept of Qardh Hasan.
- The Bank reserves the right, in its absolute discretion, without being under any obligation to do so, to permit the Cardholder to exceed the Cardholder's Credit Limit provided that if the Bank permits the Cardholder to exceed his/her Credit Limit, the Cardholder shall continue to remain responsible for the discharge of all Card Charges and liabilities incurred by it pursuant to this Agreement.
- If a Cardholder exceeds the assigned Credit Limit without the prior agreement of the Bank, the Bank may at its sole discretion cancel the Card immediately without notice to the Cardholder, and all amounts outstanding in the Card Account shall become immediately due and payable by the Cardholder to the Bank.
- If a Cardholder exceeds the assigned credit limit, the Bank shall charge an Overlimit Fee to the Card Account at a rate set out in Schedule of Fees and Commissions.
- Upon the Principal Cardholder's request, the Bank may, at its sole discretion, issue a Supplementary Card(s) and PIN(s) subject to this agreement. The Principal Cardholder shall at all times remain fully liable for the discharge of all amounts debited to the Card Account as a result of use of the Supplementary Card by the Supplementary Cardholder.

### **The Card Account**

- The Bank will debit the Card Account with the amounts incurred on a Card Transaction and all Card Charges and any other liabilities of the Cardholder and any loss incurred by the Bank arising from the use of the Card. The Principal Cardholder 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 Account sent to the Cardholder by the Bank shall be conclusive evidence of the Cardholder's indebtedness to the Bank. The Cardholder is advised to

preserve the sale or Cash Advance vouchers till the Statement of Account is received and reconciled by it.

- 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.
- The amount of any Card Transaction incurred in a currency other than Omani Rials will be converted at a rate of exchange determined by the Bank for the date on which the Card Transaction is debited to the Card Account.
- In the first Statement of Account issued after issuance of the Card or the renewal of the Card, as the case may be, the Bank, shall be entitled to charge and debit the Card Account with fees for issuing or renewing the Card, which amounts shall be non-refundable.

### **Payment and Minimum Payment**

- The Cardholder hereby agrees and undertakes to pay to the Bank fees and commissions in accordance with Schedule 1 of Fees and Commissions, payable in respect of Card Account.
- The Cardholder 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/authorization to debit the Cardholder's other account with the Bank in the amount payable by way of Card Charges;
  - b) by issuing a cheque or any other instrument toward payment of the Card Charges;
  - c) by depositing cash.
- This Minimum Payment, which the Cardholder is required to make by or before a Payment Due Date, shall be 5% of the balance outstanding in the Card Account as on the Statement Date, provided, however, that such Minimum Payment shall not be less than RO10/-. Choice of Minimum payment percentage is available to the customer at the application time and varies from 5% to 100% of the card outstanding.
- If the Minimum Payment is not received by the Payment Due Date, the Bank may at its discretion, without notice to the Cardholder, cancel or suspend the use of the Card without any liability being incurred by the Bank.
- In the event of the failure of the Cardholder to pay the Minimum Payment by the Payment Due Date, the Bank shall be entitled to set off the Card Charges by debiting any other account of the Cardholder maintained with the Bank and without prior notice to the Cardholder. In such an event, the Bank will charge 1% p.a on the due amount, and it shall be paid to any charitable organization as approved by the Shari'a Supervisory Board.
- If the Cardholder has provided any standing payment instructions/authorization for the payment of Card Charges, or in case of a cheque or any other instrument of the Cardholder not being honored, or the available clear funds being

insufficient to discharge the outstanding Card Charges, the Bank, at its sole discretion, may charge the Cardholder a Finance Charge as set out in Schedule 1 of Fees and Commission on the outstanding Card Charges and may process any such standing instruction whenever sufficient clear funds are available to the credit of the Cardholder's other accounts.

- If the Cardholder disagrees with any Card Charges indicated 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 dispute such Card Charge at a later date.
- Any payments made by a Cardholder will be applied by the Bank in or towards discharge of the Cardholder's liabilities to the Bank under this Agreement in such order as the Bank may decide.

#### **Cash Advance**

- The Cardholder shall be eligible to use the Card to make withdrawals of Cash Advances on which a Cash Advance Charge shall be payable by the Cardholder at the rate set out in the Fees and Commissions.
- 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 the temporary insufficiency of funds in such machines or for any other reason whatsoever.
- Any payment made by the Cardholder by cheque 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 ATM shall only represent that the Cardholder purports to have deposited the cheque or any other instrument and shall in no way bind the Bank.
- 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.
- The Cardholder must notify the Card Services in writing, as soon as possible, of any changes in the Cardholder's employment/office/home address and telephone numbers.

#### **Ujrah**

- The Monthly Subscription Fee and the Annual Subscription Fee shall be charged based on the Bank's Tariff Book. The Cardholder acknowledges and agrees that the Monthly Subscription Fee and the Annual Subscription Fee may be amended by the Bank in its sole discretion from time to time.
- The Monthly Subscription Fee and the Annual Subscription Fee shall be added to the Card Statement issued to the Cardholder.

### **Internet Transactions**

- 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.
- The Bank reserves the right to initiate/provide/reduce the limit/block or cancel facility to perform transactions over the internet at its own sole discretion without prior notification to the Cardholders and according to the policy of the Bank.
- The Bank reserves the right to apply and modify at its own discretion maximum limit assigned to the customer for internet usage above which, if requested by the Cardholder, the latter will provide an official indemnity to the Bank for any transaction done above the above said limit.
- The Bank 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 Card, or any aspect thereof, or for any canceled recurring transactions.
- The Bank is not responsible for any unauthorized transactions on the Card. It is the responsibility of the Cardholder to verify the legality of the transaction.
- Funds will be withheld for any transaction that has been "authorized," and this amount will not be available to the Cardholder for use elsewhere. The Bank cannot manually release a legitimate authorization without notice from the merchant.
- By purchasing, retaining, using the Card over the internet or authorizing the use of the Card; Cardholder acknowledges that:
  - a) the Bank has exclusive liability under this Agreement to issue the Card pursuant to these terms and conditions and to facilitate the use of said card to make purchases over the internet.
  - b) the Bank has no further liability towards Cardholder in connection with the Card and this Agreement.
  - c) and agrees to disclaim any liability, duty, or responsibility, other than those expressly set forth in this agreement.
- Cardholder 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 any other "card-not-present" environment channels.

### **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 to the Bank or to any other person authorized by the Bank all or any Cards issued for use by a Cardholder.

## Termination

- The Principal 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 all Cards issued for use by the Cardholder, and upon payment of the outstanding balance in the Card Account together with the amount of outstanding Card Transactions effected but not yet charged to the Card Account.
- Cardholder 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 any other "card-not-present" environment channels.
- The entire outstanding balance in the Card Account together with the amount of any outstanding Card Transactions effected but not yet charged to the Card Account will become immediately due and payable to the Bank on termination of this Agreement.
- Unless otherwise agreed by the Bank on the death or bankruptcy of the Principal Cardholder or upon the breach of any of these Terms and Conditions by the Cardholder, this Agreement shall stand terminated, and the entire outstanding balance in the Card Account together with the amount of any outstanding Card Transactions effected but not yet charged to the Card 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 Cardholder with the Bank.
- The Principal Cardholder shall be responsible for the payment and settlement of all and any outstanding amounts in the Card Account and shall keep the Bank indemnified against all costs, charges (including legal/court fees), liabilities, and expenses incurred by the Bank in recovering such outstanding payable by the Principal Cardholder. Pending such repayments, the Bank shall be entitled to continue to apply Financing Charges at its prevailing rate(s) on the outstanding amount in the Card Account.
- The Bank may terminate this Agreement at any time by canceling 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.
- Upon termination as provided in Condition 10.1 or 10.3 or 10.5, the Bank shall block such an amount, as the Bank in its absolute discretion deems fit but not exceeding 150% of the Credit Limit, in any other account maintained by the Principal Cardholder 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 prior to such termination. The residual balance, if any, after adjusting the Cardholder's outstanding liability in the Card Account will be released by the Bank to the Principal Cardholder after the expiry of the 45 days period. Alternatively, the

Principal Cardholder may provide a guarantee acceptable to the Bank to secure payment of the entire outstanding amount in the Card Account.

#### **Safeguarding the Card and PIN**

- Upon termination as provided in Condition 10.1 or 10.3 or 10.5, the Bank shall block such an amount, as the Bank in its absolute discretion deems fit but not exceeding 150. The Cardholder shall prevent the PIN from becoming known to any other person.
- The Cardholder will not disclose the Card number to any third party except for the purpose of payment of Card Charges or in case of loss or theft of the Card.

#### **Loss of the Card**

- 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 the loss of the Card. The Principal Cardholder shall be liable for all amounts debited to the Card Account as a result of the 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/s to the Bank immediately.
- The Cardholder shall provide to the Bank all the 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 the recovery of a missing Card.
- 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 of this Agreement.
- 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.

#### **Refunds and Chargebacks**

- 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.

- 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 a valid ground for the cancellation of a Card Transaction, nor shall the Cardholder be entitled to take such plea either as a defense or counterclaim against the Bank in any recovery proceedings initiated by the Bank for the recovery of the balance outstanding in the Card Account.
- 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.
- The Bank shall not be responsible for goods or services purchased by a Cardholder using the Card.
- The Card 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 Cardholder will be liable for the disputed amount.

### **Credit Card Takaful**

The Takaful policy is underwritten by a licensed Takaful provider in Oman, and the Takaful coverage that the Takaful policy provides is at all times subject to the policy/terms and conditions of the Takaful contract issued by the insurer/Takaful provider. The Bank shall not be responsible for insurer's actions or decisions nor shall the Bank be liable regarding payment of claims or services under the Policy.

### **SMS Banking Facility**

- Availability and Disclosure
  - Sohar Islamic reserves the right to decide what services may make up the SMS Services to be offered to a Customer for each Card Account, and such offers may differ between customers.
  - The SMS Services are made available to the Customer at the sole discretion of Sohar Islamic and may be discontinued by Sohar Islamic at any time, without notice. Sohar Islamic reserves the right to offer the SMS Services for those Customers of specific cellular service providers only.
  - The Services are available only to the Customers holding Sohar Islamic Credit Cards.

### **Authority to Sohar Islamic**

The Customer irrevocably and unconditionally authorizes Sohar Islamic to access all his Credit Card Account/s for using the SMS Services and to share the Credit Card Account information with any third parties for the purpose of executing such SMS Services.

### **Alerts**



- The Alerts will be sent to the Mobile Phone Number last registered with Sohar Islamic. Sohar Islamic will not provide Alerts for two Mobile Phone Numbers for the same Card Account.
- Sohar Islamic shall have the right to suspend the SMS Services at any time for any reason and may require an indemnity from the Customer before continuing to operate the Services.

#### **Accuracy of Information**

- The Customer 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 by him to Sohar Islamic at all times, including, but not limited to, for the purposes of availing the SMS Services. Sohar Islamic shall not be liable for any consequences arising out of the Customer's supply of erroneous information.
- If the Customer suspects that there is an error in the information supplied by Sohar Islamic to him, he shall advise Sohar Islamic as soon as possible. Sohar Islamic will then use its best endeavors to correct the error wherever possible and applicable.
- While Sohar Islamic will take all reasonable steps to ensure the accuracy of the information supplied to the Customer, Sohar Islamic shall not be liable for any consequences arising from its inadvertent provision of any inaccurate information under the SMS Services.

#### **Disclaimer of liability**

- Sohar Islamic 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.
- The customer undertakes to inform Sohar Islamic in case of change in or termination contract of either the mobile phone number or the mobile service provider. Sohar Islamic shall not be responsible for any lack of availability of the SMS Services due to this change or termination.
- If the Customer has reason to believe that the Mobile Phone Number is or has been allotted to another person and/or there has been an unauthorized transaction in the Card Account and/or his mobile phone handset is lost, he shall immediately inform Sohar Islamic of the same.
- Sohar Islamic shall endeavor to provide the Services on a best efforts basis, and the Customer shall not hold Sohar Islamic liable for non-availability of the SMS Services or nonperformance by Sohar Islamic's service providers (if any).
- Sohar Islamic shall not be liable to the Customer 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 Customer or by any other person.

- The Customer accepts that each Alert may contain certain information relating to the Customer's Card Account/s. The Customer hereby authorizes Sohar Islamic to send such Card Account related information, even if not specifically requested, if Sohar Islamic deems that the same is relevant. Sohar Islamic shall not be held responsible for the confidentiality and security of any personal or Card Account related information provided by the SMS Services.
- Under no circumstances shall Sohar Islamic be liable to the Customer 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 Customer shall render him liable for payment of financial charges or damages (as decided by Sohar Islamic) and/or will result in suspension or cancellation of the SMS Services/Card Accounts for the Customer at the sole discretion of the Bank.
- The Customer also agrees Sohar Islamic may disclose to other institutions such information as it deems reasonably necessary for reasons including (but not limited to) participation in any telecommunication or electronic clearing network, in compliance with any legal directive, for credit rating by recognized credit scoring agencies, and for fraud prevention.
- The Customer agrees that Sohar Islamic shall not be involved in any dispute between him and any cellular service provider (or any third party providing such services) through which the SMS Services are being accessed by the Customer.

### **Fees**

- Sohar Islamic 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 client.
- The Customer 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 Sohar Islamic is in no way responsible for the same. The Customer acknowledges that Sohar Islamic's fees are exclusive of all amounts payable to any mobile service provider.

### **Termination of SMS Services**

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

- The closure of the Card Account/s of the Customer shall automatically terminate the provision of the SMS Services by Sohar Islamic. Sohar Islamic may suspend or terminate the Services without prior notice if it believes that the Customer has breached these Terms and Conditions or it learns of the death, bankruptcy or lack of legal capacity of the Customer. Customer must notify the bank immediately in case he/she continues to receive alerts/services from Sohar Islamic for his/her card account after the 2 months of the card account cancellation date.

### **Variation of the Agreement**

- 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 1 of Fees and Commission and notify the Cardholder of such amendment, modification, or variation.
- 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 Schedule of Fees and Commissions, if the Cardholder decides not to terminate this Agreement and/or decides not to return the Card but continues to keep or use the Card after having been notified of such amendments, modifications, or variations by the Bank.
- Each of these 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.

### **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. The Cardholder shall be responsible for the discharge of all legal cost, charges, fees and expenses incurred by the Bank in such legal proceedings.

### **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 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 Card Account or as may otherwise be required in accordance with the applicable laws.

## **General**

- 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 defense in respect of the liability of the Principal Cardholder for all Card Transactions that have taken place.
- 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.
- The Cardholder 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 Card Account. The Cardholder hereby authorizes the Bank to appoint collection agents for recovery of amounts outstanding in the Card Account. The Cardholder 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 Cardholder.
- 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.
- Information about the Cardholder may be processed offshore.
- Cardholder telephone calls may be recorded and retained by the Bank.
- The Cardholder agrees to provide full details of the Cardholder's employer to the Bank immediately upon the request of the Bank. The Cardholder irrevocably authorizes the Bank to contact Cardholder's employer to notify such employer of the details of the Cardholder's facility with the Bank and to request that all sums owing to the Cardholder (by the employer) be paid directly to the Card Account with the Bank. The Cardholder further irrevocably authorizes the Bank to request and receive notice from the employer of termination of the Cardholder's employment.

## **Governing Law and Jurisdiction**



- The Terms and Conditions of this Agreement shall be construed in accordance with and governed by the Laws of the Sultanate of Oman.
- In case of any disputes arising between the Parties hereto, the Courts of the Sultanate of Oman shall have jurisdiction over the same.
- 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.
- Sohar Islamic 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 Customer 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.