

## Call Centre Terms and Conditions

1. I/We agree and accept the services provided by Oman Arab Bank (The Bank) at my/our request, to carry out banking transactions by telephonic instruction on my my/our account given by me/us from time to time.

2. I/We ma/are aware that in connection with such facility, I/We am/are required to identify myself/ourselves to the Call Centre System using my/our Customer Identification Number and Telephone Personal Identification Number (card PIN). I/We further agree that my/ PIN no is confidential in nature and use of the same is restricted/know to me/us only.

3. I/We undertake to report the loss of my/our card PIN or its ceasing to be secret to the Bank immediately and request for a new card PIN due to reason whatsoever.

4. I/We agree that the Call Centre facility will be available to all my/our existing accounts until all other accounts that may be opened by me/us from time to time.

5. I/We in case of accounts opened in the names of minors, the natural guardian of the minor undertakes to give all instructions relating to the operation of the account and further undertakes not to reveal the card PIN to the minors.

6. I/We unconditionally agree that. I/We shall not hold the Bank liable for:

- Such transactions that are carried out on my/our telephonic instructions done in good faith.
- Such transaction that are carried out on telephone. Instructions which emanate from unauthorized individuals who have gained knowledge of my/our confidential card PIN.
  - Not carrying out such instructions where the Bank has reason to believe (which decision of the bank I/We shall not question/dispute) that the instructions are not genuine or are otherwise improper, unclear, vague raise a doubt.
- Accepting instructions given by anyone of us in case of joint account. - Not verifying the identity of the person giving the telephone instructions in my/our name(s).
- For any loss or damage incurred or suffered by me/us due to any error, defect, failure or interruption in the provision of telephone banking services arising from or caused by reason whatsoever.
- Withdrawing/suspending the facility wholly/partially without prior notice to me/us.

7. I/We agree and undertake to ensure that there would be sufficient funds/cleared balance or pre-arranged credit facility in my/our account from time to time, for effecting the transactions as directed over the phone. Further, I/We agree that the Bank shall not be liable for any consequences arising out of non-compliance by the Bank of my/our instructions due to inadequacy of funds (or credit facilities) and the Bank can, at its sole discretion, decide to carry out the instructions notwithstanding such inadequacy. The Bank may due to aforesaid without prior approval from or notice to me/us and I/We shall be responsible to repay with interest the resulting overdraft, advance or credit thereby created and all related charges arising thereby @ prime lending rate +5% per annum compounded quarterly.

**8.** I/We agree that in the event of an account being overdrawn due to a Call Centre transaction, the Bank reserves the right to set off this amount against any credit lying in any of my/our other account(s), without giving any notice to me/us.

**9.** I/We agree to identify the Bank for all liabilities, losses, damage and expenses which the Bank may sustain or incur either directly or indirectly as a result of: - My/our negligence/mistake or misconduct. - My/our breach of agreement or non-compliance of the rules/terms and conditions relating to Call Centre. - Fraud or dishonesty relating to any transaction by my/our employees or agents.

**10.** I/We agree to identify and hereby keep you indemnified from and against all actions, claim, demands,, proceedings, leases, damages, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of providing me/us the Phone Banking facility or by reason of the Bank in good faith taking or refusing to take or omitting to take action on my/our instruction(s).

**11.** I/We that the Bank may, at its discretion, record my/our conversation with person/s in the Call Centre. I/We agree that the records of the instructions given transactions concluded over the phone shall be conclusive proof and binding for all purposes and can be used as evidence in any proceeding or as the Bank may deem fit.

**12.** I/We agree that all transactions other than those which are executed instantaneously by the Call Centre system or Phone Banker, that is those requiring processing by the Bank, will be carried out only during business hours and the value dates, if any will follow the operating hours/days decided by the Bank.

**13.** I/We agree that all fixed outputs of statements are duplicate statements of account and will be prepared by electronic means and information contained therein during will be extracted from a computerized back up system maintained by the Bank. While the Bank will take all reasonable steps to ensure the accuracy of the statement, the Bank is not liable for any error. I/We shall always hold the Bank harmless against any loss, damage, etc., that may be incurred/suffered by me/us if the information contained in the fixed outputs or statements turn out to be inaccurate/incorrect.

**14.** I/We agree that the Bank can terminate the Call Centre services granted to me/us without prior notice on occurrence of any of the following events: - Non-compliance of the terms and conditions set forth. - Non-compliance of any other agreement entered into with the Bank. - Death, insolvency or bankruptcy of me/us. - Any other cause arising out of operation of law. - I/We agree that the Bank is at liberty to withdraw anytime the Call Centre facility or any services provided thereunder in respect of any or all account(s) without assigning any reason whatsoever without giving me/us any notice.

**15.** I/We agree that charges, if any, for the Call Centre services will be the sole discretion of the Bank and the Bank is at liberty to vary the same from time to time, without giving any notice.

**16.** I/We agree to give the Bank seven days' notice in writing and obtain a receipt thereof on order to terminate the Call Centre services availed by me/us.

**17.** I/We agree that this agreement shall be governed by and constructed in accordance with law of Sultanate of Oman and the Omani Court at Muscat shall have exclusive restriction to educate upon any dispute arising pursuant to this agreement.