



Terms & Conditions

CORPORATE DIGITAL CHANNELS

These terms and conditions outlined herein apply collectively to all the Services provided by the Bank including ahliNET Corporate Banking Service, ahliB2B Online Banking Service, ahliTRADE and TSA Channel. These terms are to be read in conjunction with the general banking terms and conditions, any terms specified in the application form, product brochures or guides, and any other relevant documents relating to the Services (collectively referred to as "Terms and Conditions"). These Terms and Conditions govern the relationship between the Bank (as defined below) and the Customer (as defined below) for the Services provided by the Bank including ahliNET Corporate Banking Service, ahliB2B Online Banking Service, Virtual Account Management Service, Direct Debit Service, Mobile App, Cross Currency Service, and ahliTRADE and TSA Channel, unless stated otherwise by the Bank.

1. DEFINITIONS

Account means any account including the GBAs held by the Customer with the Bank and designated by the Bank to be eligible account(s) from time to time for the operation of the Service

ahliB2B Online Banking Service means the ahliB2B online banking service made available by the Bank to the Customer under these Terms and Conditions through the ahliB2B Solution Platform, which shall include the services set out in Section 8, and shall include all modification of such services as the Bank may make from time to time

ahliB2B Solution Platform means the Bank's integration platform with the Customer's ERP Platform for the provision of the ahliB2B Online Banking Service

ahliNET Corporate Banking Service means the corporate internet banking services made available by the Bank to the Customer under these Terms and Conditions through the Platform, as further set out in Section 3, and shall include all modification of such services as the Bank may make from time to time

ahliTRADE means any trade finance service provided by the Bank and made available via the portal at any relevant time

ahliTRADE Transaction means each transaction in respect of trade finance service initiated via the Platform

Applicable Laws means any law, regulation, rule, executive order, decree, code of practice, circular, guideline note or injunction of, or made by any government or regulatory authority, which is applicable to the Customer, any User and the Bank

ahlibank/Bank means Ahli Bank S.A.O.G and/ or any entity or its group, subsidiaries, and its successors and assigns

Bulk Payment means a payment by way of a batch of simultaneous payments which will be shown on the Account as one debit

Business Day means a day (other than a Friday, Saturday or a public holiday) on which the Bank is generally open for business in the Sultanate of Oman

Confidential Information means any property, material or other information in relation to the Service, Platform, Security Information, Security Measures, the Customer, each User, the Account or any other information of a confidential nature furnished by the Bank to the Customer or any User, whether made verbally, in writing or electronically

COBO is Collection-On-Behalf-Of that means a collection model facilitated by VAM, where the company can collect payments on behalf of its subsidiaries, departments, or other entities using the virtual accounts. This enables the company to consolidate its collections and improve the efficiency of its cash management processes.

Collecting Party refers to the customer that is authorized to automatically collect payments from a Payer's bank account using the Direct Debit system. The Collecting Party is the party that initiates the Direct Debit instruction to their bank to pull the funds from the Payer's account, based on the authorization provided in the Direct Debit Mandate and prior agreement.

Customer means any corporate entity including Government Units that has been granted with the use of the Service including partnership, company, corporation and any other legal entity incorporated under the laws of the Sultanate of Oman

Customer Administrator means any person appointed by the Customer to administer and control access and perform certain actions including changing certain configurations of the Service and/ or appointing and adding Users

Customer Signatory means any person authorized by the Customer (whether alone or jointly) to submit or make any application or give any Mandate and/ or Instruction and/ or execute or sign any instrument and/ or to effect any transaction on the Account or operate or utilize the Service for and on behalf of the Customer

Communication means any instruction, notice, consent, request, approval, acceptance, confirmation, certificate, information or document and, in respect of the Customer, includes any Direct Debit Instruction

Cross-currency means the exchange of one currency to another. In the context of this terms and conditions, cross-currency conversion services allow the customer to exchange the Omani Rial (OMR) to any foreign currency, and vice versa. Additionally, these services enable the exchange of one foreign currency to another, such as converting US Dollars (USD) to Euros (EUR).

DDS or Direct Debit System means a pull-based payment method that allows the Customer as Collecting Party to automatically collect recurring payments from a Payer's bank account, subject to the Payer's prior authorization.

Direct Debit Mandate is a written or electronic authorization form that a Payer (the account holder) completes and signs physically or electronically to allow a Collecting Party/Customer to automatically collect payments from the Payer's bank account. The Mandate typically includes the Payer's name, bank account details, the Collecting Party's name, the amount and frequency of the payments, and the Payer's authorization.

Direct Debit Authority means the consent of a payer to allow their nominated account to be debited.

Direct Debit Service means the Standard Service as set out in the Application Form provided by the Bank and the participating Banks allowing the Customer to submit a Direct Debit Instruction and to debit Payer's nominated account with the relevant Payer's Bank through the Direct Debit System

Direct Debit Instruction means electronic file sent by the Customer to the Bank through B2B System requesting the processing of Payer's Direct Debit Authority and debit of the Payer's nominated account through the Direct Debit System.

E-Mandate means an authorization given by the Customer at the Platform as defined below in relation to the Service provided by the Bank.

ERP Platform means any accounting or enterprise resource planning software, platform or solution owned, offered, provided or licensed by an ERP Provider to the Customer to be integrated with the ahliB2B Solution Platform

ERP Provider means any third party who has made available the use or access of an ERP Platform to the Customer

"**GBA**" means an account opened under the name, or operated, or maintained by any Government Unit

"**Government Units**" means any government unit, including ministries, authorities, councils and their departments for their allocations from the government budget or for any resources under their management and responsibility, and such other government units as updated in the annual budget of the government for the purpose of GBA

Instruction means any communication, message, notice, documentation, operating instructions, data, electronic instructions, information, payment lists, payroll lists, telephone call, facsimile, telegraphic transfers, or any other means of communication given by or purported to be given by the Customer or a User to the Bank through the Platform, by following the Security Measures or otherwise for carrying out the activities covered under the Service

Loss means any and all injuries, liabilities, losses, damages, costs, charges and/ or expenses of whatsoever nature or however arising

Mandate means any written authorization and mandate provided by the Customer to the Bank in such form and substance satisfactory to the Bank

Means of **Identification** are which the Administrators, and Users use to identify and authenticate themselves to the Bank;

Message is any instruction, order, application, other declaration of intent, or message received by the Bank via the platform;

Master Account is a primary bank account that serves as the main or controlling account for a set of related, virtual accounts;

Mobile App means the ahliB2B Mobile Application provided by the Bank as a dedicated digital platform accessible on mobile devices, which is tailored to meet the unique needs of the Customer.

Mobile App Services means the services offered through Mobile App subject to the ahliB2B Online Banking Service Terms & Conditions.

“MOF” means the Ministry of Finance, Oman

Password means any number, password or other names, phrases, symbols or codes, whether issued or assigned by the Bank to a User or otherwise, or selected by a User to enable him to access the Account and/or to utilize the Service or operate any Security Token on behalf of or for the account of the Customer and includes any other number, password, name, phrase, symbol or code issued, assigned or selected in replacement thereof

Payer means an individual or a corporation that the Customer designates as a payer subject to prior authorization.

Payroll Processing Service means the salary distribution through WPS

Platform means the medium through which the Bank provides the Service, either through the Website (for ahliNET Corporate Banking Service) or ahliB2B Solution Platform (for the ahliB2B Online Banking Service) or the Single Sign-On (“SSO”) module of B2B (for ahliTRADE) or TSA Channel (for services provided to Government Units through TSA Channel) or any other Services as provided by the Bank and includes access through any electronic or telecommunications equipment or medium (including the Internet, any computer or other electronic or telecommunications devices, mobile telephones, tablet devices or otherwise), and any other location, resource or platform through which the Service may be accessed, as the Bank may notify the Customer from time to time

POBO is Payment-On-Behalf-Of which means a payment model facilitated by VAM, where the company can make payments on behalf of its subsidiaries, departments, or other entities using the virtual accounts. This allows for a streamlined payment process and improved visibility and control over the company’s finances.

Intellectual Property means the copyrights, trademarks, patents, and other proprietary rights in the Bank’s systems, including the Mobile App’s software, user interfaces, and related documentation.

Security Information means any User ID, Password, serial number of the Security Token and OTP generated by the Security Token and any other security codes necessary to enable the Customer to gain access to or use the Service, as amended from time to time by the Bank

Security Measures means any security measures prescribed by the Bank and notified to the Customer by the Bank from time to time, relating to any access and use of the Service, which may include Security Information and the Customer’s own reasonable security measures

Security Token means any security token, security device or such other storage device issued and designated by the Bank for use by the Customer or a User for the account of the Customer (including or incorporating any replacements, upgrades, or enhancements thereto) to generate one-time passwords (OTP) or response codes for the purpose of enabling the Bank to verify and authenticate the identity of such User for access and use of the Service;

Sanctions mean the economic laws, regulations, prohibitions, or restrictive measures imposed, enacted, or enforced by the Sultanate of Oman, or any relevant authority, as deemed by the Bank to potentially impact any other relevant entity directly or indirectly, or affect its reputation, in accordance with the laws and regulations applicable in the Sultanate of Oman.

Service means ahliNET Corporate Banking Service, ahliB2B Online Banking Service, ahliTRADE, Virtual Account Management, services provided through TSA Channel, Direct Debit System, Mobile App or Cross-Currency Service, as the case may be;

“Treasury Single Account”/ “TSA” means a unified structure of government bank accounts, where all government account balances are accumulated to show the movement of net revenues and expenses. This would lead to the optimal use of government cash resources.

User ID means the identification characters or number selected by the Customer or subsequently selected by a User to access the Service and for the purpose of enabling the Bank to verify and authenticate the identity of such User for its access to the Service and includes any other characters or numbers so assigned or selected in replacement thereof

User means any of the Customer Administrators, Customer Signatories and/ or any individual duly appointed by the Customer and/ or a Customer Administrator and authorized to represent the Customer to access and use the Service on behalf of the Customer, in accordance with any procedures or requirements as may be notified by the Bank to the Customer from time to time, including Users with viewing rights and Users having inputting, uploading, and verification, confirmation and/or authorization rights. Where such authorization rights are given by the Customer on a joint basis, then this term shall mean such joint Users with authorization rights, as the context or meaning may require;

User Interface means the design and layout of the Mobile App, including the visual elements, navigation, and overall usability.

VAM or Virtual Account Management means a service that enables companies to sub-divide a mater account or single bank account into multiple virtual accounts, each with its own account number and reporting. This allows firms to rationalize their existing account structure into a single master account, while still maintaining the functionality of individual accounts.

Virtual Account means a sub-division of a company’s master account, created under the VAM service. Virtual accounts function similarly to regular bank accounts, with their own unique account numbers and reporting, but the underlying funds are held in the company’s main account.

WPS or Wages Protection System means the electronic transfer system that allows the Customers to pay their employees their salaries through the Bank based on their employment contracts on a regular basis and which collects and provides to the Ministry of Labour information about payment of salaries by companies to their employees

Website means the website presently located at <https://ahlibank.om> (or any replacement or successor domain name), and includes any website operated and/or maintained by or for the Bank from time to time and at any time.

2. APPLICATION OF TERMS AND CONDITIONS

- 2.1. These Terms and Conditions shall apply in relation to the Account and Services including services provided to Government Units through TSA Channel, currently requested or applied for, by or for the Customer and also any other Accounts currently maintained or would be opened with the Bank by the Customer and all Service currently utilized or would be utilized by or for the Customer from time to time.
- 2.2. Use by the Customer of any of the Service at any time, shall indicate to the Bank of the Customer’s acceptance and agreement to be bound by these Terms and Conditions (as applicable).
- 2.3. In the event of any conflict or inconsistency between any of these Terms and Conditions and any previous or subsequent agreement between the Bank and the Customer with respect to the Account or Service, the provisions of these Terms and Conditions governing the usage and operation of the Account or Service shall prevail, unless indicated otherwise.

3. THE SERVICE

- 3.1. In order to access the Service, the Customer shall complete the application form along with submission of the required documents in the forms prescribed by and acceptable to the Bank and further subject to such eligibility criteria that the Bank and/or MOF may stipulate.
- 3.2. The Bank shall provide the Service in accordance with and subject to these Terms and Conditions and the Bank shall be entitled to modify, upgrade or suspend the Service from time to time, without the Bank being required to provide any prior notice to the Customer and without assigning any reason therefor although the Bank shall endeavor to inform the Customer of any change in the Service subject to the extant laws and CBO regulations.
- 3.3. The Bank may monitor, review and/ or audit the Customer’s use of the Service to check on the Customer’s compliance with its obligations under these Terms and Conditions and applicable laws and regulations.
- 3.4. The Service is made available to the Customer strictly on an “as is” basis, and the Bank gives no representation, warranty or condition (including, without limitation, as to the condition, quality, satisfactory quality, performance, or fitness for purpose) in respect of the Service and all warranties which may be implied by law are excluded.
- 3.5. The Customer acknowledges and agrees that the Service is dependent on the connectivity and services provided by the network service providers and intermediaries engaged by the Bank. The Bank shall not be liable for non-delivery or delayed delivery of SMS alerts, transaction alerts/ push notifications, payments, error, loss or distortion in transmission of information and Instruction to/ from the Customer or loss of or damage to the Customer’s data, software, networks, telecommunications or other equipment while using the Service.

3.6. The operation and maintenance of the Account (where applicable) is subject to the applicable account opening terms. If the Customer closes the Account, the Customer's and Users' ability to access the Account/Services through the respective Platforms will also be terminated.

3.7. **ahliNET Corporate Banking Service** covers the following services:

- (a) viewing information related to the Account including balance and transactions performed and obtaining periodic statement of accounts;
- (b) payments of credit cards;
- (c) transfers between accounts within the Bank and to other bank accounts within other banks/ financial institutions in the Sultanate of Oman;
- (d) online bill payments services for utility bill payments;
- (e) multiple payments service for scheduling of several payments by uploading multiple payment files to the Platform to be processed according to the specified Instruction;
- (f) Payroll Processing Service;
- (g) Bulk Payment;
- (h) Processing or approving the E-Mandates in relation to the above services; and
- (i) other services specified and made available by the Bank to the Customer from time to time.

4. **ahliTRADE**

- 4.1. ahliTRADE are distinct services, which are made available on the terms and conditions specified in a separate agreement for each trade finance service or, if no such separate agreement has been entered into and is not required by the relevant Bank's entity, on the terms and conditions which the relevant Bank entity generally applies for the trade finance service in question.
- 4.2. The Bank shall, within a reasonable time, process any application, request, or order. The Bank retains the right to reject an application, request or order in case it does not meet the agreed requirements set for it. The Bank shall inform the Customer of such rejection via the platform or in another appropriate manner. No verification of the rationale or the sense of any application, request, or order will be conducted by the Bank.
- 4.3. The Bank may reject an action taken by the Customer if there is reason to believe that such action could potentially violate any applicable legislation or regulation. The Bank is not obligated to provide reasons for rejecting such an action.
- 4.4. The Customer, through the platform, has the ability to enter into agreements, including but not limited to agreements related to ahliTRADE, and otherwise engage in interactions with the Bank.
- 4.5. ahliTRADE consist of several modules designed to facilitate various aspects of international trade transactions, including:

ahliTRADE	Description
Import and Export Letters of Credit	<ul style="list-style-type: none"> - Importers can initiate import letter of credit requests, amend requests, and communicate with the bank following standard rules such as UCP and SWIFT. - Exporters can conveniently track all export letters of credit, and the bank provides comprehensive reports on discrepancies notifications, payments, and client acceptances.
Documentary Collections	<ul style="list-style-type: none"> - Exporters can delegate the handling of trade documents to banks and issue instructions for document release to the importer. - Importers can seamlessly receive and manage documentary collections.
Shipping Guarantees	<ul style="list-style-type: none"> - Importers can initiate new Shipping Guarantee requests and effortlessly track transactions through the exchange of updates with the bank.
Issued & Received Stand-by Letters of Credit	<ul style="list-style-type: none"> - Users can initiate standby letters of credit, submit them to the issuing bank, and efficiently manage, follow up, and exchange messages with the bank. - Beneficiaries receive prompt notifications regarding letter terms and instructions for communication with advising banks.
Financing Requests including Trust Receipts	<ul style="list-style-type: none"> - Importers and exporters can initiate financing requests, send them to the Issuing Bank, and easily track transactions through updates with the bank.
Undertaking Issuance and Received	<ul style="list-style-type: none"> - This module allows users to request new undertakings/guarantees and make amendments to existing ones. - Communication with the Recipient Bank and/or Issuing Bank concerning guarantees is conducted following standard rules such as UCP, URDG, URCG. - International guarantees are rigorously validated against standard rules, and the application generates a draft of the text of guarantee for customer review. - Specific to countries/segments, domestic guarantees can be customized using a WYSIWYG editor, with the bank having the capability to create templates for specific guarantees. - The module incorporates syndication and counter-guarantee functionalities. - For received guarantees, the bank promptly notifies the beneficiary, with the option for the recipient or issuer to be a third party (on behalf function), including financial institutions.

Availability of Services:

- 4.6. The Bank reserves the right to temporarily suspend the Platform for software updates, modifications, system maintenance, or due to operational disturbances or similar reasons. Unless deemed of minor significance, the Bank will provide the Customer with prior notice within a reasonable time before the suspension. In the case of unforeseen suspensions, the Customer will be notified as soon as possible.
- 4.7. The Bank is authorized to suspend the Customer from the Platform, either entirely or partially. The Bank retains the right to immediately interrupt the provision of any trade finance service initiated through the Platform, withhold the completion of an order or instruction, and refrain from processing an application, order, or request with immediate effect if:
- (i) The hardware, software, or data communication used poses a threat to the security of the Platform.
 - (ii) Operational disturbances or similar problems beyond the Bank's control occur.
 - (iii) There is a risk of damage or loss to the Bank, the Customer, or any third party due to the continued provision of the Platform.
 - (iv) The Bank suspects unauthorized or fraudulent use of the Platform.

5. TSA Channel

- 5.1 The Bank shall provide the Services through its TSA Channel to the Government Units including but not limited to the following –
- a. opening GBAs, handling deposits, withdrawals and related services as required by MOF and in compliance with the applicable laws and the policies of the Bank including but limited;
 - b. viewing information related to the Account including balance and transactions performed and obtaining periodic statement of accounts;
 - c. transfers between accounts within the Bank and to other bank accounts within other banks/ financial institutions in the Sultanate of Oman subject to the extant laws and regulations of MOF/CBO;
 - d. multiple payments service for scheduling of several payments by uploading multiple payment files to the Platform to be processed according to the specified Instruction;
 - e. Bulk Payment;
 - f. Processing or approving the E-Mandates in relation to the above services; and
 - g. other services specified and made available by the Bank to the Customer from time to time.

6. AUTHORISATION

- 6.1. Prior to the provision of the Service to the Customer, the Customer shall notify the Bank in writing the names and addresses of the Customer Administrators who shall have the authority to appoint the Users based on its approval matrix. Any modification to nominated Customer Administrators must be promptly notified to the Bank in writing, following which the Bank shall amend the list of nominated Customer Administrators as maintained in its record.
- 6.2. The Customer or the Customer Administrator shall notify the Bank in writing the names and addresses of the Users to whom the Bank is to send the Security Information, or other information relating to the use of the Service (including any transaction limits and other related information) and the Bank will remain authorized to send such information to such Users until the Customer or the Customer Administrator notifies the Bank to the contrary. The Bank may not activate access to the Service for the Customer and/or any User if the Bank is of the view that there is any discrepancy, ambiguity or contradiction in information submitted to the Bank. Notwithstanding the foregoing, the Bank is not obliged to check the information submitted to the Bank for any discrepancy, ambiguity or contradiction thereof.
- 6.3. The Customer authorizes the Bank to:
- (a) rely upon and act in accordance with any Mandate and/ or Instruction apparently given by any User; and
 - (b) add to the Service all of the Account whenever opened which are the subject of the Service, existing on the date hereof or subsequently opened thereafter.
- 6.4. Where the Bank is notified by the Customer that any resolution of the board of the directors or managers or shareholders of the Customer, as the case may be, has been passed or any document has been executed by the Customer authorizing any person or persons to take any action or enter into any agreement on behalf of the Customer or conferring any authority on any person or persons to act in any way on behalf of the Customer, the Bank shall be entitled to assume that such authority has been rightfully conferred on those person or persons and has not been revoked by the Customer until notice of revocation has been given to the Bank by the Customer.
- 6.5. The Mandate for the Service and each User applies only to the Service. Any change to the Mandate should be made in writing and such change to the Mandate for the Service will in no way affect the Mandate for any other service provided by the Bank, and vice versa.
- 6.6. Notwithstanding anything contrary to Section 7, the Bank shall not have any obligation whatsoever to act upon and implement any Mandate Change:
- (a) unless written notice of the Mandate Change has been given to the Bank in a form prescribed by or acceptable to the Bank and in accordance with the Bank's operational procedures;
 - (b) unless and until the Bank is satisfied that the Mandate Change has been duly authorized by the Customer; and
 - (c) until, in the event that and after the Bank is satisfied that the Mandate Change has been duly authorized by the Customer, such amount of time which the Bank would reasonably require (having regard to all the circumstances then prevailing) to enable the Bank to take the appropriate action to act upon and implement the Mandate Change shall have elapsed.

In this Section, the term "Mandate Change" means any addition, removal, deletion or substitution of any person as a Customer Signatory or any amendment, variation or revision of the scope, extent or limit of the authority conferred on any Customer Signatory by the Customer or giving of a power of attorney to another person/ entity.

- 6.7. For ahliTRADE, the Customer is represented by Administrators and Users. Users act on behalf of the Customer when utilizing ahliTRADE. Administrators are responsible for appointing and removing Users, managing Users' authority (to a limited extent and subject to the Bank's approval), and handling other administrative matters. The Customer is required to authorize one or several Administrators through a valid resolution or power of attorney. If the Customer is an individual, there is no obligation to authorize any Administrator; instead, the Customer may directly appoint and authorize Users. In the case of a small corporate customer, the Bank may permit this practice.
- 6.8. Prior to assuming the roles of an Administrator or User, the individual must undergo proper identification by the Bank. With the Bank's approval and in accordance with applicable legislation, an Administrator may, for Know Your Customer (KYC) purposes, identify Users on behalf of the Bank, following the Bank's provided instructions. The Customer will be promptly notified of any such instructions. The Bank retains the right to restrict the number of Administrators and Users and, based on reasonable grounds, may reject any Administrator or User. If the Bank rejects any such role, the Customer will be promptly notified. A Resolution or power of attorney or any changes to an existing resolution or power of attorney must be submitted in a format specified by the Bank. Administrators may directly register Users' authority in the platform, and at a later stage, may be permitted to appoint Users directly in the platform. The effectiveness of any new resolution or power of attorney, changes, or revocations occurs upon registration in the Bank's system.
- 6.9. If the Customer utilizes any of the communication services, the Administrators and Users must be authorized by the Customer within that specific Communication Service to gain access to the platform through it. Once access to the platform is granted, the specific authority granted in relation to the platform will be applicable.

7. INSTRUCTIONS AND MANDATES

- 7.1. The Bank shall only accept Instruction if it has been effected through the Platform using the appropriate Security Information, or by a Mandate in a form and manner prescribed by or acceptable to the Bank/MOF and in accordance with these Terms and Conditions and the extant laws and regulations.
- 7.2. The Bank is deemed to have properly received any Instruction transmitted by a User through the Platform or in the form of a Mandate as required by the Bank/MOF, once such Instruction is received by the Bank's system hosting the Service. Any Instruction received by the Bank after the relevant cut-off time on a Business Day (as notified to the Customer from time to time) or on a non-Business Day will be treated as an Instruction received on the following Business Day. An Instruction to execute a transaction (or a series of transactions) on a future date will be deemed to have received by the Bank on such future date.

- 7.3. The Bank may issue manuals and instructions for the use and utilization of ahlIB2B, ahlINET, ahlITRADE and TSA Channel through the Platform. The Customer is obligated to adhere to those guidelines. It is the responsibility of the Customer to ensure that each authorized Administrator, or User consistently complies with the provided security instructions. These manuals or instructions will be made available through publication on the Bank's website or within the Platform. The Customer must promptly notify the Bank of any malfunction affecting access to the Platform or within the Platform itself.
- 7.4. The Bank has the absolute discretion to treat all apparently valid Instruction, Mandate or other communications including for the TSA Channel as genuine and have been properly authorized by the Customer, even if made fraudulently or in conflict with these Terms and Condition or other agreements or mandate with the Customer or anything contrary.
- 7.5. The Customer shall be solely and fully responsible for the authorization, genuineness, completeness, correctness and accuracy of all Instructions and Mandates and the Bank shall be under no obligation to check the authenticity of an Instruction or a Mandate or the limits of the User or person giving the Instruction or Mandate and that the Bank shall not be under any obligation to check or verify the accuracy, the completeness of such Instruction.
- 7.6. In acting on or carrying out any Instruction or Mandate, the Bank shall be allowed such reasonable period of time having regard to its business hours, the systems and operations of the Bank and other circumstances then prevailing. If the Bank delays in acting on an Instruction or a Mandate, the Bank where possible shall notify the Customer as soon as is reasonably practicable unless the Bank is (or believes it is) under a legal or regulatory obligation preventing such notification. The Bank shall not be liable for any Loss arising from any delay in acting any such Instruction or Mandate.
- 7.7. The Bank shall be entitled to defer acting upon or carrying out any Instruction or Mandate until it is satisfied as to the matters on which it had sought verification and the Bank reserves the right to request for any further information, confirmation or additional authorization in relation to the Instruction or Mandate.
- 7.8. The Bank may refuse to carry out any Instruction or Mandate where such Instruction or Mandate is inconsistent with the Bank's policies and procedures or any Applicable Laws or for any other reason.
- 7.9. If the Customer requests for a modification or cancellation of any Instruction or Mandate, the Bank shall take reasonable endeavours to comply with such a request but the Bank shall not be liable for any failure to modify or cancel that Instruction or Mandate if the request is received by the Bank at a time or under circumstances which makes it impossible to comply with such request or, if in respect of an Instruction to make payments, the Bank has processed the same. The Customer shall be responsible for any extra fees and expenses which are caused by amending or cancelling an Instruction and for the costs of any investigation the Customer requests of the Bank.
- 7.10. Where an Instruction or a Mandate:
 - (a) is ambiguous or conflicting with any other Instruction or Mandate, the Bank shall be entitled to interpret it in a reasonable manner or refuse to act on or carry out the Instruction until it receives a fresh Instruction or Mandate acceptable to it; and
 - (b) is inaccurate or incomplete, the Bank shall not be liable for any Loss or delay arising therefrom and the Customer shall be solely responsible for ensuring the accuracy and completeness of its Instruction or Mandate to achieve the Customer's intended purpose including those arising from the Instruction to execute the Payroll Processing Service or Bulk Payment notwithstanding the provision of any incorrect account numbers, incorrect account names or erroneous Instruction by the Customer and the User.
- 7.11. The Bank's records containing any Instruction or Mandate are considered to be material evidence of such Instruction or Mandate when issued and are legally binding on the Customer and such Bank's records shall be conclusive and determinative in the event of any dispute in connection with an Instruction or a Mandate.
- 7.12. The Customer must inform the Bank of any discrepancy or inaccuracy in any statement or record that the Bank sends to the Customer within fourteen (14) Business Days from the date of such statement or record and if the Customer fails to do so, the Customer will no longer have the right to dispute the contents of such statement or record and such statement or record shall be regarded as being final and conclusive and binding on the Customer.

8. METHOD OF COMMUNICATION:

- 8.1. The Bank and the Customer mutually agree that communication related to ahlINET Corporate Banking Service, ahlIB2B Online Banking Service, ahlITRADE and TSA Channel, encompassing instructions, notifications, and updates, shall primarily be conducted through the electronic interface provided by the Bank.
- 8.2. The Bank reserves the right to employ electronic communication, secure messaging within the platform, or other agreed-upon means for transmitting information between the parties. Such communication may consist of, but is not limited to, transaction confirmations, status updates, and relevant notices.
- 8.3. The Customer acknowledges that communication through the Platform is deemed secure and authentic for ahlINET Corporate Banking Service, ahlIB2B Online Banking Service, ahlITRADE and TSA Channel. The Bank commits to promptly notify the Customer of any crucial information, including rejections, through the platform or other agreed-upon secure means.
- 8.4. In the event of any changes to the method of communication, the Bank will provide reasonable prior notice to the Customer through the platform.
- 8.5. The Customer undertakes to regularly check and monitor communications through the Platform for timely updates and notifications related to ahlINET Corporate Banking Service, ahlIB2B Online Banking Service, ahlITRADE and TSA Channel. Any notices sent through the platform shall be considered received by the Customer upon transmission.
- 8.6. The Customer acknowledges that email, whether sent via the internet or otherwise, is generally not a secure form of communication. Unauthorized third parties may gain access to email, potentially reading, altering, or intercepting it. Additionally, the identity of the sender cannot always be guaranteed. The Customer provides consent to the use of email as a means for the Bank to communicate for all purposes. It is understood that the Bank shall not be held responsible for any loss or damage suffered by the Customer as a result of the use of email.

9. BINDING COMMUNICATION AND PROCESSING OF CUSTOMER'S INSTRUCTIONS

- 9.1. The Customer is responsible for and bound by any Message towards the Bank, provided that the Message is identified and authenticated by the Bank as having been sent using an Administrator's, or a User's Means of Identification. This obligation persists even in cases where the Administrator, or User did not send the Message, for example, due to the misuse of the Means of Identification.
- 9.2. The Bank reserves the right to defer the execution of a service requested via the platform if, in the reasonable opinion of the Bank, there are grounds to take measures to identify or authenticate the Administrator, or User, ascertain the Administrator's or User's authority, or verify the Message.

10. SECURITY TOKEN

- 10.1. The Bank grants the Customer and the User a non-exclusive, non-transferable license to use the Security Token in respect of the Account and for the purposes of enabling the Customer to access the Service.
- 10.2. Neither the Customer nor the User will acquire any rights whatsoever to the Security Token. The Security Token shall at all times remain the property of the Bank and shall be returned to the Bank on demand.
- 10.3. The Customer shall procure that the User to whom any Security Token is issued or provided shall:
 - (a) retain the Security Token at all times and shall not permit any other person to have access to, use or tamper with the Security Token provided to such User;
 - (b) not reveal the OTP generated by the Security Token to anyone; and
 - (c) not divulge the serial number of the Security Token to anyone.
- 10.4. The Bank shall be entitled to rely on and treat any Instruction made, whether by the use of any Security Token provided to the User, as having been made, by that User for and on behalf of the Customer unless notice of the loss of such Security Token or notice of the disclosure or unauthorized use of the Security Token has been given and received by the Bank in advance of such Instruction as the Bank would reasonably require to enable it to take appropriate action to prevent such Instruction from being acted upon.

- 10.5. The Customer authorizes the Bank from time to time without further authority or notice from the Customer to act upon any Instruction to revoke and/or deactivate any Security Token of a User, or to issue and/or replace a Security Token of any User. The Bank shall inform the Customer of such amendment or cancellation as soon as it is reasonably practicable for the Bank to do so. The Customer agrees that the Bank shall not be liable to the Customer or any third party for any loss or damage suffered by the Customer or any third party arising from any such request or Instruction being unauthorized or fraudulent.
- 10.6. The Bank reserves the right to terminate, suspend, cancel, decline to renew or replace any Security Token with or without prior notice to the Customer or the User to whom the Security Token has been provided, and without giving any reason therefor. The Customer shall procure that the User shall not, after the termination of any Service or Account, use the Security Token in relation to the Service or Account that has been terminated.
- 10.7. The Bank shall have no liability for breach of any implied term as to satisfactory quality, merchantability or fitness for the purpose of any Security Token.

11. SECURITY

- 11.1. The Customer and each User must comply with all requirements, instructions and specifications relating to the Security Measures and the Security Information prescribed by the Bank in relation to ahliB2B, ahliNET, ahliTRADE and TSA Channel from time to time. The Bank may from time to time require the replacement, modification or updating of any Security Measures or Security Information, or terminate, disable or deactivate the use of any Security Measures or Security Information.
- 11.2. The Customer including the Government Units and each User acknowledges and agrees that it is solely responsible for:
- establishing and applying adequate security systems and procedures for monitoring all the use of or access to the Services in relation to ahliB2B, ahliNET, ahliTrade and TSA Channel in order to ensure that any persons using the Service is authorized and doing so within the limits of their authority;
 - any consequences resulting from any User's access to the Service in relation to ahliB2B, ahliNET, ahliTrade and TSA Channel through publicly accessible or shared device; and
 - the set-up, maintenance and monitoring of software (excluding any software provided by the Bank) or hardware that it uses to access and use the Service in relation to ahliB2B, ahliNET, ahliTrade and TSA Channel and ensure that the same will not corrupt or damage the Platform or use of the Service.
- 11.3. The Customer shall control and monitor the use of the Service by the User in order to minimize the risk of fraud or misuse of the Service in relation to ahliB2B, ahliNET, ahliTrade and TSA Channel and the Customer shall procure that each User shall:
- not use the Service, Security Measures or Security Information for any illegal purpose or submit or otherwise use any Instruction or information which breaches any Applicable Laws; and
 - not take any action which may result in the security of the Service, Security Measures, Security Information or security of the Bank or of any other customers of the Bank being compromised or jeopardized including uploading, downloading, sending or disseminating data containing viruses, spywares, malwares or other similar malicious programs.
- 11.4. The Customer is responsible for the use of any Security Measures and Security Information issued or made available to the Customer and each User. The Security Measures and Security Information is to be used solely by the Customer and the User in connection with the Service including through TSA Channel and must not be transferred or pledged as security in any way.
- 11.5. The Customer and each User must notify the Bank immediately (and if appropriate cease using the Service) if the Customer or any User is aware or suspects of any unauthorized access to the Service or any unauthorized transaction or Instruction; or if any information relating to the Service, Security Measures, Security Information or the Security Token is lost, misused, stolen or disclosed to a person other than a User; if there has been a failure to comply with the Security Measures or the Security Measures are breached or compromised in any way; or if the Customer has reason to believe that information accessed or received by the Customer in connection with its use of the Service is not intended for it. In the event of any such breach or suspected breach of security, the Customer must ensure that all Users change their Passwords immediately. The Customer agrees to comply immediately with all reasonable requests for assistance from the Bank and/or the police in trying to recover any losses or identify actual or potential breaches of security.
- 11.6. If a User leaves the employment of the Customer or is no longer authorized by the Customer to use the Service or if the Customer suspects any impropriety on the part of any User with the use of the Service, the Customer must immediately:
- inform the Bank;
 - take all steps to ensure that the User is replaced; and
 - prevent further access to the Service, including submitting an Instruction to the Bank to revoke the User's Security Information.
- 11.7. The Customer and each User undertakes not to change, tamper or modify any part of the Bank's system, the Platform or the Security Measures without the Bank's prior written consent and the Customer is responsible for all costs or expenses incurred by the Bank in rectifying the Bank's system, the Platform and/or the Security Measures because of such unauthorized change, tampering or modification.

12. ahliB2B ONLINE BANKING SERVICE

- 12.1. This section additionally applies to a Customer whom the Bank approves the access to and the use of the ahliB2B Online Banking Service.
- 12.2. The ahliB2B Online Banking Service covers the following services:
- processing of different types of payment instructions including Bulk Payments;
 - automated reconciliation by providing SWIFT MT940/excel statement;
 - processing of direct debit mandates and E-Mandates;
 - provision of instant notifications (file, email) to the Customer in relation to the Account activities;
 - built-in approval workflow and processing engine;
 - Virtual Account management Service;
 - Direct Debit Service;
 - Cross Currency Service; and
 - enhancements and upgrades thereof.
- 12.3. The Bank agrees to make available to the Customer the ahliB2B Online Banking Service through the ahliB2B Solution Platform subject to completion of the following:
- the representatives of each the Bank and the Customer shall outline the Customer's specific business requirements in respect of the ahliB2B Online Banking Service;
 - the Bank's representatives shall undertake a technical analysis of the Customer's existing ERP Platform in relation to functionalities such as modules, data structure and any other relevant functionality that would serve the interest of an optimized implementation of the integration within the Customer's ERP Platform (the ERP Analysis);
 - based on the ERP Analysis, the Bank and the Customer shall mutually agree on the integration plan encompassing the mapping of Customer's business requirement with technical analysis/mapping of data basis;
 - subject to satisfactory completion of paragraphs (a), (b) and (c), the Bank shall implement the integration of the ahliB2B Solution Platform within the Customer's ERP Platform and the Customer shall carry out relevant testing, to be monitored by the Bank (the Testing); and
 - upon proper implementation of the Testing indicating that the ahliB2B Solution Platform is ready, the ahliB2B Online Banking Service and all related functions provided by the Bank shall go live.

- 12.4. Upon the successful completion of the above steps, the Bank grants to the Customer, a non-exclusive and non-transferable, revocable license to use the ahliB2B Solution Platform for internal purposes only and subject to any specific software licensing obligations imposed by third party licensors.
- 12.5. The license granted to the Customer under these Terms and Conditions is however subject to the following restrictions on the use made by the Customer:
- it may only use the ahliB2B Solution Platform in compliance with these Terms and Conditions and may not use the ahliB2B Solution Platform to provide services to third parties or make copies of and distribute, resell or sublicense the ahliB2B Solution Platform to third parties or make available on a public or external distribute network;
 - it may not download and use patches, enhancements, bug fixes, or similar updates unless it has a license to the underlying software; and
 - it may not modify, reverse engineer, disassemble, decrypt, decompile or make derivative works of the ahliB2B Solution Platform.
- 12.6. The Customer represents that it has a valid license from the ERP Provider to use the ERP Platform. The Customer agrees that it shall be solely responsible for all costs associated with its subscription to or license of the ERP Platform and any infrastructure (including without limitation any equipment, software, network or communication facilities) required to support the Customer's use of the ERP Platform. The Bank shall have no responsibility or liability for any act or omission of the ERP Provider.
- 12.7. It is the responsibility of the Customer at all times to:
- comply with all guidelines, instructions and recommendations the Bank provides to the Customer from time to time in relation to the use of the ahliB2B Online Banking Service; and
 - assess the security arrangements relating to the access to and use of the ahliB2B Online Banking Service to ensure that they are adequate to protect the interests of the Customer.
- 12.8. The Customer agrees and confirms that, Bank will process the transactions effected through the ahliB2B Solution Platform as pre-approved transactions, that is once the payments are initiated from the Customer's ERP Platform, they shall form the basis of the Instruction and such pre-approved transactions will be processed seamlessly as 'straight-through' without further authorization by the Customer. In such case, the Customer shall not hold the Bank liable or responsible in any manner whatsoever in respect of any Loss caused to the Customer for the reason that Bank having taken action in good faith on the basis of the Instruction of the Customer.
- 12.9. The Customer shall ensure that all Instructions transmitted to the Bank for or in connection with the ahliB2B Online Banking Service are true, accurate and complete and the Customer shall immediately inform the Bank in writing of any errors, discrepancies or omissions. The Customer must check all data received by it on the ERP Platform and if any such data is incorrect or omit anything it should include, the Customer should inform the Bank in writing immediately.
- 12.10. The Customer acknowledges that processing of any Instruction received via the ahliB2B Solution Platform is subject to a successful receipt of such Instruction by the Bank from the ERP Provider. The Bank shall have no responsibility or liability where the Customer submits any Instruction through the ERP Platform but such Instruction is not successfully received by the Bank.
- 12.11. The Customer authorizes the Bank to carry out transactions pursuant to the ahliB2B Online Banking Service on its behalf solely based on the details uploaded by the User in accordance with the process flow prescribed by the Bank from time to time. The Customer undertakes that it shall not hold the Bank responsible for any failure or delay relating to the internet or any other information technology system.
- 12.12. The Bank reserves the right at any time to immediately suspend the ahliB2B Online Banking Service for such period or periods as the Bank considers reasonably appropriate without notice to the Customer if:
- suspension is necessary for the purpose of maintenance (routine or emergency) or enhancement of the ahliB2B Online Banking Service; or
 - there are reasonable grounds to suspect a compromise of security or any unauthorized or fraudulent use of the ahliB2B Online Banking Service.
- 12.13. The Bank may terminate the ahliB2B Online Banking Service immediately without notice to the Customer in any of the following circumstances:
- if the Customer ceases to be a valid subscriber, user or licensee of the ERP Platform;
 - if the ERP Provider suspends or terminates the Customer's use or access to ERP Platform; or
 - where the Bank ceases to provide the ahliB2B Online Banking Service.
- 12.14. In the event of discontinuation of the ahliB2B Online Banking Service, the Bank shall recall all hardware and software, which have been provided by the Bank to the Customer and the Customer agrees to immediately and permanently destroy all software, which has been deployed by the Bank or its representatives in the Customer's hardware systems, to return all media containing software and documents to the Bank, which have been provided by the Bank under the ahliB2B Online Banking Service.
- 12.15. The Customer shall be responsible for ensuring that its authorized users have compatible mobile devices and operating systems to access and use the Mobile App.
- 12.16. The Bank shall implement appropriate security measures to protect the integrity and confidentiality of the information accessed through the Mobile App.
- 12.17. The Customer shall be responsible for managing user access and permissions to the Mobile App, including the creation, modification, and termination of user accounts.
- 12.18. The Bank shall use reasonable efforts to ensure the availability and reliability of the Mobile App, subject to scheduled maintenance and unforeseeable technical issues.
- 12.19. The Bank shall provide the Customer with support and assistance for the use of the Mobile App, as per the Bank's standard support policies and procedures.
- 12.20. The Bank shall retain all intellectual property rights in the Mobile App, including the software, user interfaces, and any related documentation.
- 12.21. The Customer shall not modify, reverse-engineer, or create derivative works based on the Mobile App without the Bank's prior written consent.
- 12.22. The Bank reserves the right to suspend or terminate the Customer's access to the Mobile App if it reasonably believes that the Customer or its authorized users are using the app for fraudulent, illegal, or unauthorized purposes.
- 12.23. The Customer may request the termination of the Mobile App services by providing the Bank with written notice, subject to the terms and conditions of this Agreement.
- 12.24. The Bank may, at its discretion, enable Mobile App access for existing ahliB2B users without separate activation requests, provided such access is governed by the same terms and responsibilities outlined herein
- 12.25. The Customer agrees and acknowledges that Mobile App shall be considered as an extension of the web-based ahliB2B Online Banking Services and, as such, access to Mobile App shall be governed entirely by the ahliB2B Online Banking Service Terms & Conditions.
- 12.26. Notwithstanding anything contained herein to the contrary, the Customer acknowledges and agrees that they are solely responsible for maintaining the confidentiality and security of their login credentials, authentication methods, and any devices used to access the Mobile App, including where such access occurs on shared, public, or otherwise non-personal devices. The Customer shall take all necessary steps to prevent unauthorized access to the Mobile App, including logging out after each session, disabling auto-login features, and avoiding storage of credentials on shared devices. Any access to the Mobile App using the Customer's credentials or authenticated device shall be deemed authorized by the Customer unless and until the Bank receives written notice of a security breach, loss, or misuse and confirms its receipt. The Customer shall be fully liable for any loss, misuse, transaction, or damage arising from unauthorized access or activity conducted through their account due to negligence, failure to secure access, or use on shared devices. The Bank shall bear no liability for any consequences arising from such access, and the Customer hereby indemnifies and holds harmless the Bank, its affiliates, and employees from any claims, damages, or losses arising out of or in connection with any unauthorized use or misuse of the Mobile App resulting from the Customer's failure to comply with this clause.

13. CROSS CURRENCY SERVICES

- 13.1. The Bank may offer cross-currency conversion services, allowing Customers to convert Omani Rial (OMR) to any foreign currency and vice versa. Additionally, these services enable the exchange of one foreign currency to another, such as converting US Dollars (USD) to Euros (EUR). All conversions are subject to the Bank's prevailing exchange rates at the time of the transaction, which may include special rates at the Bank's discretion.

- 13.2. Fees and charges for the Bank's currency conversion services will be communicated to the Customer prior to the execution of the transaction, and the Customer agrees to pay these fees, which may be deducted from the transaction amount.
- 13.3. The Bank may impose transaction limits and will process the currency conversions during business hours, subject to settlement by intermediary financial institutions.
- 13.4. The Bank shall not be liable for any losses incurred by the Customer due to exchange rate fluctuations or transaction delays beyond the Bank's control.
- 13.5. The Customer is responsible for ensuring the accuracy of all transaction details provided to the Bank for the currency conversion services.
- 13.6. The Bank reserves the right to amend the terms and conditions of the cross-currency conversion services or to terminate or suspend the services at its discretion, in compliance with applicable laws and regulations.
- 13.7. By using the Bank's cross-currency conversion services, the Customer agrees to be bound by these terms and conditions.

14. ACCOUNT MANAGEMENT AND PAYMENTS

- 14.1. The Customer grants the Bank an irrevocable authority to:
- debit the Account in respect of any amounts paid or incurred in accordance with any Instruction; and
 - dishonour or return cheques or other instruments and/or reverse any other payment Instruction from the Customer if there are insufficient funds available in the Account.
- This clause does not imply that an overdraft is authorized by the Bank.
- 14.2. It is the responsibility of the Customer to check that all information accessed through the Service corresponds with the relevant information of the Account provided by the Bank to the Customer from time to time and that such information shall only represent a record of the Customer accessing the Service and shall not be construed as forming part of the Bank's records pursuant to clause 9.11, except for Instruction agreed by the Bank and listed in the Bank's records.
- 14.3. The Customer shall ensure that there are sufficient funds in the Account to complete a transfer, payment or other transaction (a Transaction) with regards to a scheduled payment (which includes a Bulk Payment, payment with respect to the Payroll Processing Service, a standing Instruction and any other payment instructed to be executed at a particular time). The Customer agrees that the Bank has no responsibility to ensure that there are sufficient funds in the Account to effect a Transaction.
- 14.4. A scheduled payment (which includes a Bulk Payment, payment with respect to the Payroll Processing Service, a standing Instruction and any other payment instructed to be executed at a particular time) may not be able to be made if:
- there is an insufficient available balance in the Account;
 - the payment will exceed the applicable daily or other limit for the payment method;
 - an invalid Account is selected; or
 - the User has no longer access to the Account or has been removed from the Service.
- 14.5. A Bulk Payment is subject to the limit of the Bulk Payment to be paid from the Account (the Bulk Payment Limit) and the period within which the Bulk Payment Limit applies as determined by the Bank. The Bulk Payment Limit may be increased upon request by the Customer or any User and subject to the approval by the Bank.
- 14.6. A Bulk Payment file may be recalled by providing the Bank with an Instruction stating the amount, file reference, reasons and duly signed by the Customer Signatory and provided that such Instruction is submitted within the time specified by the Bank.
- 14.7. The Bank shall not be obliged to issue any notice or printed confirmation regarding any transaction executed through the Service, although any completed transaction will be listed in the Customer's statement of account from time to time.
- 14.8. Payment-on-Behalf-Of (POBO) and Collection-on-Behalf-Of (COBO) Systems:
- 14.8.1. The Customer may utilize the VAM service to implement POBO and COBO systems, allowing the Customer to make payments and collect receipts on behalf of its subsidiaries, departments, or other entities using virtual accounts.
- 14.8.2. The Customer acknowledges that the use of POBO and COBO systems is subject to the Bank's prior approval and may require the Customer to provide additional information and documentation, including but not limited to, details of the entities/departments on whose behalf the payments and collections will be made.
- 14.8.3. The Customer agrees to obtain all necessary authorizations, mandates, and consents from the entities/departments on whose behalf the POBO and COBO transactions will be performed, and to indemnify the Bank against any claims, liabilities, or disputes arising from the use of the POBO and COBO systems.
- 14.8.4. The Bank reserves the right to impose any limits, restrictions, or conditions on the use of the POBO and COBO systems, including but not limited to, transaction limits, approval workflows, and reporting requirements, as the Bank may deem necessary.
- 14.8.5. The Customer shall be solely responsible for the accuracy and validity of the payment instructions and collection details provided to the Bank for the POBO and COBO transactions, and the Bank shall not be liable for any errors, delays, or consequences arising from such transactions.
- 14.8.6. The Bank may, at its discretion, suspend or terminate the Customer's access to the POBO and COBO systems if the Bank suspects any fraudulent, unauthorized, or non-compliant use of these features.

15. OTHER OBLIGATIONS OF THE CUSTOMER AND USER

- 15.1. The Customer undertakes to and undertakes to ensure that each User shall:
- retain the Security Token at all times and shall not permit any other person to have access to, use or tamper with the Security Token issued or provided to such User;
 - ensure that no person shall be permitted or shall have access or knowledge of any Security Measures or Security Information except for such User being provided with the Security Measures or Security Information;
 - ensure that the Service is only accessed by a User and take all precautions necessary in accordance with the Security Measures to prevent unauthorized or irregular access to the Service;
 - shall keep confidential and not divulge to any person Security Information;
 - use the Service only for the professional and legal purpose and as notified to the Customer in accordance with these Terms and Conditions, Applicable Laws and without infringing the rights of third parties;
 - immediately notify the Bank if any User ceased to be authorized to use the Service of if there is a change in the address of the Customer and/ or any User;
 - not access or attempt to access the Bank's internet electronic or other networks or systems or the resources or information of the Bank's other customers;
 - not allow any connection, or permit any other person to make any connection, to any part of the Service to or with any third-party website or attempt any modification or link any third party website to or within any part of the Service;
 - ensure that if the Customer or any User receives or retrieves any data or information from the Service that is not intended for the Customer, the Customer or that User shall immediately notify the Bank and delete or destroy such information;
 - maintain their devices and software in an up-to-date condition;
 - respond to all enquiries and communications from the Bank regarding the Service or any transaction effected or executed; and
 - ensure that the User has sufficient knowledge and skills to properly operate and maintain all equipment and software installed or used by the User to enable the User to access and utilize the Service from time to time.

15.2. The Customer is responsible for access to the Platform and any costs, errors or failures arising therefrom to any equipment used by any User. It is the Customer's responsibility to maintain such back up information as it considers necessary.

15.3. The Customer shall be responsible for all the actions and omissions of the User. The Company will see to it that each User is aware of and have read understood and accepted these Terms and Conditions and that each User uses the Service in compliance and in accordance with these Terms and Conditions.

15.4. The Customer acknowledges and agrees that due to legal or regulatory restrictions in other jurisdictions, the Customer and any User:

- (a) may not be able to access or use the Service or certain features of the Service from such jurisdictions; or
- (b) may be infringing certain legal or regulatory requirements when accessing or using the Service or certain features of the Service from such jurisdictions.

15.5. It is the Customer's duty to ascertain whether any such legal or regulatory restrictions exist, and the Bank is not liable for any Loss out of the Customer's or any User's inability to access or use such Service or any contravention of such legal or regulatory requirements. The Bank may take steps to prevent such Service from being accessed or used in any jurisdiction as we may determine from time to time.

16. REPRESENTATIONS AND WARRANTIES

The Customer represents and warrants at all times that:

16.1. all information that the Customer or any User provide to the Bank in connection with the Service is complete, true and accurate;

16.2. that the Customer is (a) validly existing; (b) not insolvent; and (c) legally capable of entering into and performing its obligations under these Terms and Conditions and any Applicable Laws; and

16.3. the Customer has satisfied all conditions and performed all actions required to be taken in order to (a) enable the Customer to lawfully enter into and perform its obligations under these Terms and Conditions and any Applicable Laws; and (b) ensure that those obligations are valid, legally binding and enforceable.

17. FEES AND REIMBURSEMENTS

17.1. The Customer shall pay the Bank all its fees, commissions and other charges at such rates and in such manner as the Bank may impose and stipulate from time to time with respect to:

- (a) the provision of the Service;
- (b) the execution or implementation of any Instruction;
- (c) the issue or provision of any Security Token or Security Information to the Customer or any User; and
- (d) such other matters and transactions as it may determine from time to time.

17.2. The Bank shall be entitled to charge the Customer any goods and services tax or value added or other similar tax imposed by any Applicable Laws on any fees or charges payable by the Customer to it or for the provision of any Service or other service to the Customer.

17.3. The Customer is responsible for the payment of all service fees and charges associated with the utilization of ahlITRADE. These fees are to be paid in accordance with the prevailing price list as mutually agreed upon in a separate agreement.

17.4. Additionally, the Customer is obligated to cover any applicable fees, charges, and expenses incurred in connection with each ahlITRADE Transaction as communicated to the Customer by the Bank from time to time.

17.5. The Customer shall reimburse the Bank for any and all disbursements, costs and/or other expenses incurred by it in connection with:

- (a) the execution or implementation of any Instruction; or
- (b) such other matters or transactions as it may determine from time to time.

17.6. The Bank shall be entitled to debit without prior notice the Account at any time in respect of any fees, commissions or other sums due or payable by the Customer to it.

17.7. The fees and charges for the services outlined in these terms and conditions shall be outlined in the standard tariff and made available on the Bank's website. All Customers shall visit the website for the most updated information regarding applicable fees and charges, as these will supersede any previous document.

17.8. The Customer will pay to the Bank, without set-off, deduction or counterclaim, all applicable fees and charges in relation to the use or operation of the Services.

18. TERMINATION

18.1. The Customer may terminate the use of the Service or withdraw any particular Account for the Service by giving at least thirty (30) days prior written notice thereof to the Bank.

18.2. The Bank may terminate access by the Customer and the User of the Service at any time by giving at least fourteen (14) days prior written notice and no such termination will affect any Instruction given by the Customer or any User which is properly received by the Bank prior to the expiry of such notice subject to the extant laws and regulations and in compliance with the requirements of MOF/CBO as applicable.

18.3. The Bank may terminate access by the Customer and the User of the Service with immediate effect by notice to the Customer, if:

- (a) the Customer commits a breach of these Terms and Conditions and any other agreement with the Bank;
- (b) the Customer becomes insolvent under the laws of any applicable jurisdiction or unable to pay its debts as they fall due, has a receiver, administrator or manager appointed over the whole or any part of its assets or business, make any composition or arrangement with its creditors or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction);
- (c) such action is required to fulfil the Bank's legal or regulatory obligations or to comply with an order of a court of competent jurisdiction or the Bank's internal policies and procedures;
- (d) any relevant license or authorization which is required in order for the Bank to fulfil these Terms and Conditions, provide the Service or operate the Platform, is terminated or suspended;
- (e) the Customer is or becomes subject to a regulatory investigation and/or legal proceeding whereby continuing to offer the Service to the Customer is (in the Bank's reasonable opinion) likely to raise reputational issues for the Bank; or
- (f) such action is required in order to protect the Platform or the Bank's system from harm, including from any form of service attack or from viruses or malicious codes.

18.4. If either party gives notice to terminate access to or use of the Service, the Customer agrees that at least twenty-four (24) hours before the expiry of such notice of termination:

- (a) the Customer shall and shall ensure that neither it, any User, any employees, agents or representatives do anything which will result in the security of the Service or the Platform or systems or securities of any other customers utilizing the Service being compromised and will stop using any Security Measures in respect of the Service; and
- (b) the Customer will preserve all data pertaining to or received through the Service and all software provided by the Bank (including any copies the Customer has made) unless the Bank notifies the Customer otherwise. If the Bank requires the Customer to destroy or delete any such data, the Customer must do so in accordance with any data removal procedure that the Bank may prescribe.

18.5. Termination shall be without prejudice to any rights of either party which may have accrued up to the date of such termination and the rights to terminate the Service are not intended to be exclusive but shall be in addition to every other remedy or right now or hereafter existing.

19. INTELLECTUAL PROPERTY

- 19.1. Unless otherwise indicated, all copyrights, trademarks/ service marks, patents, logos and other intellectual property rights of the Bank in the Service, Platform and contents thereof (including but not limited to, all information, details, graphics, data, files, texts, sound recordings and sequence and arrangements of the same) (Intellectual Property) shall at all times vest and remain vested in the Bank.
- 19.2. The Customer undertakes not to copy, reproduce, publish, distribute, sell, exploit, delete, alter or otherwise part with or make any other use of the Intellectual Property or authorize, enable or assist any third party in doing so without the prior written consent of the Bank.
- 19.3. The Customer acknowledges that all rights in the Intellectual Property are, and shall remain, vested in the Bank and agrees not to infringe, challenge or call into question the Bank's rights in the Intellectual Property nor to do or permit anything to be done which may reflect negatively upon or be detrimental to the Intellectual Property or which may be inconsistent with or damage the good name, reputation and image of the Bank.

20. FORCE MAJEURE

- 20.1. In the event that the Bank is unable to observe or perform the terms of these Terms and Conditions, whether in whole or in part, by reason of causes beyond its reasonable control and without the fault or negligence of the Bank including (but not limited to) acts of God, fire, flood, explosion, acts of elements, acts of terrorism, war (declared or undeclared), accidents, epidemics, pandemics, strikes, lockouts, power blackouts or failure, labour disputes, acts, demands or requirements of the government of the Sultanate of Oman, equipment, system or transmission link malfunction or failure, unavailability of data or information for or to update the Service, ISDN (Integrated Service Digital Network), Internet or telephone link and power failures or power shortages which affect the Bank or the access to and use of the Service or by other causes which it cannot reasonably be expected to avoid and the performance of the Bank's obligations as they are affected by such causes shall be excused for the duration of the abovementioned events.
- 20.2. The Bank shall not be liable for any delay, Loss, damage or inconvenience whatsoever and howsoever caused by or arising from or in connection with any of the abovementioned events.

21. EXCLUSION OF LIABILITY

- 21.1. Under no circumstances shall the Bank be held liable in the event of fraud, intent or negligence by the Customer or any User or in connection with the use by any User of the Service, Platform, Security Token, Security Measures or Security Information in a manner that does not correspond with these Terms and Conditions.
- 21.2. In addition and without prejudice to any other right or remedy which the Bank may have (at law or otherwise), so long as the Bank acts in good faith in acting upon or carrying out any Instruction or Mandate, the Bank shall not be liable to the Customer in any respect for any Loss suffered by the Customer caused by or arising in any way from the Bank's execution or implementation of that Instruction or Mandate or any matter arising therefrom.
- 21.3. The Bank shall not be liable to the Customer for any Loss caused by or arising from any one or more of the following events or matters, howsoever caused or occurring:
- (a) any incompatibility between the Customer's equipment and the Platform, including but not limited to any adverse outcome, damage, loss, disruption, violation, irregularity or failure arising from the use of or reliance on computer hardware, software, electronic devices, online networks and/or Internet browsers;
 - (b) any virus, default, defect, deficiency, harmful component or malfunction in the Security Token and/or any breakdown, disruption or failure of the Security Token or any software or any telecommunications, computer or other electronic equipment or system (whether or not owned, operated or maintained by the Bank, the Customer, any User, or any other person and whether or not used in the provision or operation of the Account or Service), including but not limited to:
 - (i) the inability or failure of any such software, equipment or system to accept and/or recognise and/or properly and accurately store, process and/or transmit dates or data incorporating or relying on dates, or the processing, storage and/or transmission of any inaccurate date or data by virtue of such inability or failure of any such equipment or system;
 - (ii) the failure of any such software, equipment or system (including any terminal) to accept, recognise or process any Security Information or Instruction; and
 - (iii) the transmission of any virus to any such software, equipment or system;
 - (c) any unauthorized or negligent use and/or access to information relating to the Account, Instruction and other instructions issued by the Customer to the Bank as a result of the Customer's or any User's use of the Service (except where such access is obtained as a result of the Bank's gross negligence or wilful default);
 - (d) any loss or theft of any User's Security Information and/or Security Token(s);
 - (e) any failure or refusal by the Bank to effect any Instruction or Mandate, due to any order of court, notice, directive, decision, circular or any laws and regulation;
 - (f) any error(s) in transmission of the Instruction or Mandate or any other instructions, data or information of the Customer's that ought to be transmitted through the Service or the Platform;
 - (g) any inaccurate or incomplete Instruction or Mandate or any other instructions, data or information that might be transmitted through the Platform by the Customer or any User to the Bank;
 - (h) any failure of the Customer to follow the latest instructions, procedures, directions or recommendation for using the Service;
 - (i) any delay in the payment, delivery or non-delivery of any document or material whatsoever, including any delay by third parties;
 - (j) any delay or refusal by the Customer to execute any Instruction or Mandate or other instructions that might be transmitted through the Service or the Platform;
 - (k) any Loss resulting from the Customer's reliance on any news, reports or any other information that may be provided as part of, or by means of the Service;
 - (l) any Loss associated with systems failures, processing errors, software defects, operating mistake, hardware breakdowns, capacity, inadequacies, network vulnerabilities, control weaknesses, security shortcomings, malicious attacks, hacking incidents, fraudulent actions and inadequate recovery capabilities which may arise despite the Bank's best efforts;
 - (m) any disclosure of any information to third parties arising as a result of the Customer's or any User's negligence or failure to keep the Security Measures, Security Information and Security Token(s) confidential;
 - (n) any cessation, interruption or delay in transmission or any wrongful interception of any Instruction through any telecommunications, computer or other electronic equipment or system (whether or not owned, operated or maintained by the Bank or by any other person and whether or not used in the provision or operation of the Account or Service);
 - (o) any corruption or loss of any data (whether stored in any equipment, terminal or system, whether belonging to or operated by the Bank or the Customer) or Instruction or in the course of transmission thereof through the Internet or any computer or any electronic or telecommunications equipment, terminal or system used or operated by the Bank or any other person whether or not in connection with the Account or the provision or operation of the Service, including any errors generated in the transmission of any data or Instruction;
 - (p) any cessation or interruption of the availability or operation of the Service;
 - (q) any failure or refusal of the Bank or any other person to accept or honour any Instruction;
 - (r) any inaccuracy or incompleteness in any information obtained from the use of any facility or service comprising the Service; and
 - (s) any breach of any of the Bank's obligations or duties to the Customer caused by or arising from any one or more of the events or matters set out in any one or more of the foregoing sub-paragraphs of this clause.
- 21.4. Without prejudice to the generality of the foregoing and notwithstanding any provision to the contrary in these Terms and Conditions or in any other agreement between the Bank and the Customer, the Bank shall not in any event be liable to the Customer for any indirect or consequential Loss, or for punitive damages, whether arising from any breach of the Bank's obligations to the Customer or otherwise.

21.5.No representation or warranty is made or given by the Bank to the Customer or any person and no obligation or liability is assumed by the Bank to the Customer or any person as regards the availability or continued availability or operation of any Service or any service or facility through the Platform or any telecommunication or electronic equipment, system or terminal (whether or not provided, operated or maintained by the Bank or otherwise) notwithstanding any provision to the contrary in these Terms and Conditions.

22. INDEMNITY

In addition and without prejudice to any other right or remedy of the Bank (whether under any other provisions of these Terms and Conditions or otherwise) the Customer shall, to the maximum extent permitted by Applicable Laws, indemnify and hold the Bank harmless from and against any and all Loss suffered or incurred by the Bank as a result of any of the following:

- 22.1.any failure by the Customer and any User to comply with these Terms and Conditions or any breach thereof;
- 22.2.any act or default of the User in the operation and use of any system or software installed or used by such User;
- 22.3.the Bank relying or acting on or carrying out any Instruction or Mandate in any manner permitted under these Terms and Conditions;
- 22.4.any change in Applicable Laws;
- 22.5.any act, omission or thing done or caused to be done by the Bank in connection with these Terms and Conditions or the Account or Service through no wilful default of the Bank, including but not limited to the disclosure by any officer to any person of any information relating to the Service or Account or Instruction or Mandate, whether by inadvertence or otherwise;
- 22.6.any virus, default, defect, deficiency or malfunction in and or any breakdown, disruption or failure of any software or any telecommunications, computer or other electronic equipment or system owned, operated and/or maintained by or on behalf of the Bank, due to or caused by the Customer or any of the Users accessing and/or utilizing the Service;
- 22.7.any unauthorized use, modification or tampering by any party of the Security Measures or Security Information;
- 22.8.any information or documents furnished by the Customer or any User to the Bank, which is or proves to have been incorrect, incomplete or misleading in any material respect when provided;
- 22.9.the exercise of the Bank's rights under these Terms and Conditions;
- 22.10.the Customer's use or failure to use the Service; or
- 22.11. material comprised in the Instruction or otherwise provided by the Customer or any User which violates any Applicable Laws or third party rights including intellectual property rights.

23. DISCLOSURE OF INFORMATION

23.1.Subject to the extant laws and regulations, the Customer expressly and irrevocably authorizes and permits the Bank and each of its officers to divulge, reveal or disclose any and all of the particulars and information relating to the Customer, any User, the Account or any Instruction/ Mandate to any of the following persons at any time and from time to time:

- (a) all courts, governmental agencies and lawful authorities in the Sultanate of Oman and elsewhere where the disclosure is required by law;
- (b) any person which the Bank or any of its officer in good faith considers to be appropriate for the purpose of providing the Service, including any agents, contractors or third party service providers which have agreed to perform works or services for the Bank in connection with and which affect or may affect the operation of the Account or Service;
- (c) any person in connection with the use or maintenance of the Account or Service or the provision by the Bank of any service to the Customer or any person who owns, operates, provides or maintains any part of any system or equipment relevant to the provision of the Service;
- (d) any guarantor or surety of any indebtedness, liability or obligation of the Customer, including any person who provides any security to the Bank for any such indebtedness, liability or obligation; or
- (e) any other person at any time where the particulars of the Account were inadvertently divulged, revealed or disclosed to or accessed by such person through no wilful default of the Bank or its officer(s).

23.2.The Customer must promptly make available to the Bank and/or to any relevant regulatory authority any information and/or documentation

- (a) in order for the Bank to comply with its obligations pursuant to the Law on Combating Money Laundering and Terrorism Financing and its regulations; or
- (b) that the Bank may reasonably request in order to comply with Applicable Laws and fulfil its other legal or regulatory obligations or any requirements which the Bank needs or agrees to comply with from time to time; or
- (c) as requested by any relevant regulatory authority.

The Customer must provide upon the Bank's reasonable request such assistance or cooperation as the Bank may require in connection with any investigation or dispute resolution process.

23.3.The Bank shall be entitled to take whatever action it considers appropriate to meet any obligations, relating to the prevention of fraud, money laundering or terrorism financing, including investigating, blocking or intercepting payments into and out of the Account and investigating the source of or intended recipient of payments.

23.4.The provisions of Clause 22.1 are in addition to any other authorizations and consents of the Customer to the Bank with respect to the use and/or disclosure of information relating to the Customer, any User, the Service or Account or any Instruction/ Mandate.

24. VARIATIONS

24.1.The Bank may, from time to time, and at its sole discretion, change or amend any of these Terms and Conditions and shall notify the Customer of such change or amendment through a form of communication it deems appropriate and/ or updating the same on the Website.

24.2.Notwithstanding the above, by continuing to keep and use the Service, the Customer and each User is deemed to agree with the amended terms and conditions, unless the Customer notifies the Bank that these are not accepted prior to the proposed date into force of the amendment. If the Customer does not accept the amendments, it may terminate the use of the Service immediately in accordance with Section 13 prior to the proposed date into force of the amendment.

25. COMPLAINTS

25.1 In the event that the Customer is impacted by malfunctions in any of ahliNET Corporate Banking Service, ahliB2B Online Banking Service ahliTRADE and TSA Channel, it is the Customer's responsibility to promptly notify the Bank in writing, specifying the nature of the malfunction.

The complaint should be submitted to the Bank as soon as the Customer discovers the malfunction, and in any case, no later than 30 days from the time when the malfunction arose. Failure to submit a complaint within this 30-day period disentitles the Customer from bringing forward any claim against the Bank.

For complaints related to ahliTRADE, the Customer shall address the concern directly to the Bank, adhering to the terms and conditions applicable to the specific trade finance service in question.

26. ANTI-MONEY LAUNDERING / KNOW YOUR CUSTOMER

26.1. The Bank may, at its discretion, periodically request the Customer to furnish necessary information to comply with Anti-Money Laundering (AML), Sanctions, and Know Your Customer (KYC) regulations or any other obligations deemed appropriate by the Bank in connection with the Customer, relating to the Services availed of by the Customer including ahliNET Corporate Banking Service, ahliB2B Online Banking Service, ahliTRADE and Services provided through TSA Channel. The Customer commits to providing all requested information to the Bank through the platform and ensuring the information remains updated within the platform. The Customer further undertakes to sign a declaration confirming the genuineness and accuracy of the provided information/documents whenever requested by the Bank as per Annexure 1.

The Bank may request specific information under KYC regulations to verify the identity and financial activities of the Customer. KYC is crucial for preventing illegitimate financial activities, ensuring compliance with legal standards, and maintaining the integrity of the financial system. By adhering to KYC requirements, the Bank aims to establish a transparent and secure banking relationship, safeguarding against potential risks associated with money laundering, fraud, and other financial crimes.

AML measures are implemented to detect and prevent activities that may facilitate money laundering or the financing of terrorism. The Bank, in line with AML regulations, seeks to create a robust framework that deters criminals from exploiting financial systems. By adhering to AML requirements, the Bank contributes to global efforts in combating illicit financial activities and safeguarding the integrity of the financial sector.

26.2. In the event that the provision of the platform by the Bank or ahliNET Corporate Banking Service, ahliB2B Online Banking Service ahliTRADE or TSA Channel is found to breach AML, Sanctions, or KYC regulations or obligations, the Bank reserves the right to promptly terminate this Agreement. This commitment, coupled with the signed declaration, reinforces the Bank's adherence to maintaining compliance with AML, Sanctions, and KYC regulations, ensuring a secure and lawful business environment for all parties involved.

27. NOTICES

27.1. This Clause pertains exclusively to notices related to this Terms and Conditions and any associated documents, excluding Messages concerning any Services specified in these terms and conditions, encompassing ahliNET Corporate Banking Service, and ahliB2B Online Banking Service and ahliTRADE Service and Services provided by the Bank through TSA Channel.

27.2. All notices or messages related to the revocation of an appointment resolution must be in writing and sent to the Bank via post, email, or fax, delivered personally, or, if applicable functionality exists in the platform for User appointments or authority, registered by an Administrator. Any notice terminating this agreement must be in writing, duly signed, and sent to the other party via post or fax or delivered personally. Any other notice or message must be in writing and sent to the other party via post, email, or fax, delivered personally, and may also be presented by either of the parties through the platform.

27.3. A notice sent by post is considered to be received upon delivery and at the latest within seven days after being sent. A notice sent by email, fax, or delivered personally is considered received when sent (for email or fax) or delivered (for personal delivery), provided it occurs during normal service hours at the intended receipt location. If executed outside normal office hours, the notice is deemed received at the opening of business on the succeeding Banking Day. When a notice from the Bank is available to be read or obtained via the platform, the Customer is considered to have received such notice when it was made available.

27.4. Any notice to the Bank, sent by post, email, fax, or delivered personally, shall be directed to the address or number as published in the platform. Any notice to the Customer, sent by post, email, fax, or delivered personally, shall be directed to the address or number outlined in the relevant Agreement or to any other address or number notified to the Bank by the Customer. In the absence of an email address for the Customer in the relevant Agreement, notice via email may be sent to the email address of any Administrator.

27.5. The Customer commits to providing the Bank with information requested through the platform. Any changes to such data, particularly regarding name and address (including email address) for itself and any represented third party, shall be promptly communicated to the Bank.

28. INFORMATION REGARDING PROCESSING OF PERSONAL DATA

28.1 In accordance with Sultanate of Oman's Personal Data Protection Law, this clause applies to the processing of personal data of natural persons in Oman.

28.2 The Bank may process personal data under these Terms and Conditions for the following purposes:

- i. Administration and provision of ahliNET Corporate Banking Service, ahliB2B Online Banking Service, ahliTRADE and TSA Channel;
- ii. Marketing activities;
- iii. Customer analyses;
- iv. Business follow-up;
- v. Business and methods development; and
- vi. Risk management, including evaluation of loan quality and ensuring capital adequacy.

28.3 Personal data may be shared by the bank with the following entities:

- i. Other companies engaged by the Bank, subject to confidentiality provisions;
- ii. Companies with which the Bank cooperates in its operations, subject to confidentiality provisions;
- iii. SWIFT (Society for Worldwide Interbank Financial Telecommunication) for transactions requiring processing in central transaction databases; and
- iv. Governmental authorities, as required by local legislation.

28.3 Data subjects have the right to access their personal data processed by the Bank and request rectification of erroneous or misleading data.

28.4 The Bank processes personal data in compliance with the Personal Data Protection Law, including:

- i. Obtaining express written consent from data subjects, except where specific exceptions apply;
- ii. Implementing appropriate technical and organizational measures to protect personal data;
- iii. Ensuring transparency, fairness, and lawfulness in data processing; and
- iv. Respecting data subject rights.

29. CONFIDENTIALITY:

29.1. The Customer hereby grants the Bank consent to disclose and process information related to the Customer within the Bank for the administration and provision of ahliNET Corporate Banking Service, ahliB2B Online Banking Service, ahliTRADE Service and Services provided by the Bank through TSA Channel. Furthermore, the Customer authorizes the Bank to disclose such information to any pertinent third party, to the extent necessitated by law, regulation, court order, or the directive of any competent authority. This includes situations related to the settlement of any dispute between the Bank, on one side, and the Customer (or any third party represented by the Customer), on the other.

29.2. The Customer retains the right to revoke its consent as outlined in Clause 34.9 at any time. If any such consent is revoked, the Bank reserves the right to immediately terminate this Agreement, in accordance with Clause 31.

30. SOFTWARE, OTHER EQUIPMENT, AND INTELLECTUAL PROPERTY RIGHTS

- 30.1. The Customer is responsible, at its own expense, for ensuring possession of the necessary equipment, software, and communication connections. The Bank reserves the right to establish technical requirements for software, equipment, and communication connections, and is authorized to modify these requirements periodically.
- 30.2. Information pertaining to the platform itself and all data supplied via the platform, excluding data related to the Customer, is protected by intellectual property rights, including but not limited to copyright. Such information and data may not be reproduced, forwarded, or utilized in any manner other than as intended in this Agreement or any relevant agreement concerning ahliTRADE Service.
- 30.3. The ownership of the equipment used by the Customer to access the platform, including but not limited to hardware and software, remains with the Customer. The Bank holds ownership rights over the platforms, including the underlying technology, software, and any modifications or updates thereto.

31. GENERAL TERMS

- 31.1. Any and all notices to be given under these Terms and Conditions may be communicated by post, facsimile transmission, electronic mail or through the Platform. If by post the notice will be taken to have been received forty-eight (48) hours after posting by the Bank to the postal address most recently notified by the Customer and if by facsimile transmission, electronic mail or through the Platform, immediately on dispatch.
- 31.2. The Customer agrees at all times to maintain the secrecy of all Confidential Information and the Customer shall not disclose any Confidential Information to any third party, unless it has obtained the prior written permission of the Bank, or as required by Applicable Laws.
- 31.3. The Customer undertakes to promptly notify Bank in writing of any change in address and contact numbers. The Customer further undertakes to provide the Bank with documents required by the Bank from time to time.
- 31.4. The Bank shall be entitled at any time without consent of Customer to assign the whole or any part of its rights, or obligations under these Terms and Conditions to any other party at the Bank's sole discretion with or without notice to the Customer. The Customer is not permitted to assign its rights and obligations under these Terms and Conditions.
- 31.5. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.
- 31.6. Each of these Terms and Conditions shall be severable and distinct from one another and if at any time any one or more of such Terms and Conditions is or becomes invalid, illegal or unenforceable, the validity, legality or the enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 31.7. The Bank may at any time waive, either unconditionally or otherwise, any of these Terms and Conditions or any default or breach of the Customer and/or any User, provided that such waiver is given in writing by the Bank. Non-exercise by the Bank of its rights with respect to any default or breach of any of these Terms and Conditions by the Customer and/ or the User shall not operate as a waiver of the Bank's rights and powers.
- 31.8. These Terms and Conditions are governed by and shall be constituted in accordance with the laws of the Sultanate of Oman and the Customer and each User hereby submit irrevocably to the jurisdiction of the courts of the Sultanate of Oman. Such submission shall not prejudice the rights of the Bank to bring proceedings against the Customer and/ or the Users in any other jurisdiction in or outside the Sultanate of Oman.
- 31.9. The Bank reserves the right to engage subcontractors for the performance of the services; however, the Bank shall be held responsible for any subcontractor's actions as if they were its own. It is important to note that a foreign bank involved in a Trade Finance Transaction is not considered the Bank's subcontractor, and as such, the Bank bears no responsibility for the actions of the foreign bank.

ACKNOWLEDGED AND AGREED FOR AND ON BEHALF OF THE CUSTOMER BY:

NAME: _____

DESIGNATION: _____

COMPANY NAME: _____

Annexure 1 – Declaration of Genuine Documents and Information

I, [Customer's Name], hereby declare and acknowledge that all documents and information provided by [Customer's Name] or uploaded through the Platform are genuine copies. If submitted/uploaded online, they are genuine electronic copies, and if submitted physically, they are original copies. I am duly authorized and empowered to make this declaration on behalf of [Customer's Name]. These genuine documents and information are crucial for the completion of trade transactions facilitated by the Bank through the Platform. I further acknowledge that any misuse or unauthorized disclosure of these documents will be treated as a violation of the terms and conditions. I declare to inform the Bank promptly in case of any change in the appointed administrators, users and/or any authorized representatives to utilize the Single Sign-On module of B2B or if there is any reason to believe that the security of the provided/collected documents may be compromised.

Date: _____

Signature: _____