

TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR USAGE OF THAWANI SERVICES

These Terms and Conditions apply to your use of the Services. This is a legal agreement ("**Agreement**") between you ("**You**" "**Your**" "**Customer**" or "**User**") and Thawani Technologies LLC ("**Thawani**") governing Your use of the Services and website located at [www.thawani.om]. Please review these Terms and Conditions before you decide whether to accept them and continue with the registration process.

By agreeing to these Terms and Conditions of Service, You represent the following:

- You are 18 years old or older; and
- Capable of entering into a legally binding agreement under Omani law.

Access to and use of the Services is conditional on acceptance of these Terms and Conditions. If you do not agree with these Terms and Conditions You must immediately discontinue access to and use of the Services. By completing online registration and acceptance of the Terms and Conditions, You agree to be bound by these Terms and Conditions which may change from time to time at Thawani's absolute discretion. Thawani and/or the Mobile Wallet Solution shall in no way be liable if You are unable to login to Mobile Wallet Solution or Mojab Card due to incompatible Device, telecom usage plans or any other reason whatsoever. Thawani reserves the right to provide or not provide the Services facility on a particular Device or handset model.

You are solely responsible for maintaining the confidentiality of Your Username, Password, PIN, any other information and method(s) which You may use from time to time to access the Services. If You share these credentials with any other person, they will have access to the Services.

Contact us immediately at the phone number provided if You believe Your supported Device or authentication credentials have been lost, stolen, or compromised in any way, or if an unauthorized person has used, or may use, Your credentials without authorization.

By agreeing to these Terms and Conditions, you authorize Thawani to move funds from Your Wallet Account and/or debit Your Mobile Wallet Balance or your linked Thawani cards, as applicable, when You perform transactions or incur fees using any of the services.

1. DEFINITIONS

In this document the following words and phrases shall have the meanings as set below unless the context indicates otherwise.

“Account(s)” refers to the User’s Thawani account and/or Wallet Account for the use of Mobile Wallet Solution or Mojab Card.

“Agreement” means the Terms and Conditions consented to by the User when applying for Thawani’s Mobile Wallet Solution and/ or Mojab Card.

“Authorization Code” refers to the numeric code sent to the User on the Mobile Number/ Email for the purpose of re-verifying the identity of the User to use Mobile Wallet Solution and/ or Mojab Card.

“ALIAS” It is an alternative name assigned to a customer account opened with a PSP that can be used as an alternative way of identifying an account rather than using the actual mobile number.

“Thawani ” means a financial institution that is regulated and supervised by the Central Bank of Oman.

“Call Centre” means the call center of Thawani with the responsibility of customer service.

“Charge” means as set out in item 11.

“Clearing” means the process of exchanging relevant payment information in the mobile payment clearing and switching system, among payment service providers during the clearing session.

“Device” means an electronic device owned by the User and on which Mobile Wallet Solution Application is installed and/or downloaded.

“Email” refers to the User’s registered email with Thawani.

“GSM” means Global System for Mobile.

“Instruction” means any request or instruction by the User, which is effected through the Mobile Wallet Solution.

“Merchant” means the person or entity offering Products or Services on Mobile Wallet Solution.

“MPCSS” means the Mobile Payment Clearing and Switching System which is hosted by the Central Bank of Oman allowing banks to make instant money transfer/ payments using beneficiary mobile number or Alias.

“Mobile Number” refers to the User’s registered mobile number with Thawani.

“Mobile Wallet Balance” means the funds available in the Wallet Account.

“Mobile Wallet Solution” means the electronic (mobile) wallet solution deployed by Thawani in the Sultanate of Oman, which facilitates the User in making payments of the Products obtained from the Merchant by the User through applications (computer programs) based on smart phones or other electronic devices.

“Mobile Wallet Solution Application” refers to Thawani’s Mobile Wallet Solution.

“Mojab Card” is a plastic payment card that provides the cardholder electronic access to their Account(s) at a financial institution. Some cards may bear a stored value with which a payment is made, while most relay a message to the cardholder’s bank to withdraw funds from a payer’s designated bank account. The card, where accepted, can be used instead of cash when making purchases, cash withdrawal and can be used for Internet based transactions.

“Net Clearing” The financial position for each PSP at the closure of each.

“Oman” means the Sultanate of Oman.

“Party” means any Party to this Agreement, and Parties shall mean both Thawani and the User.

“Password” means the password set by the User pursuant to the User’s initial signup to the Mobile Wallet Solution. The password

shall be used for all subsequent access to the Mobile Wallet Solution and must be kept confidential at all times.

"PIN" Personal Identification Number set by the User pursuant to the User's initial signup to the Mobile Wallet Solution and Mojab Card. The PIN shall be used for Authorizing Payment transactions and must be kept confidential at all times.

"Products" means goods and/or services sold or rendered by the Merchant.

"Service(s)" means the Mobile Wallet Solution and Mojab Card services offered by Thawani.

"Statement of Account" means a periodic statement/written confirmation issued by Thawani in relation to an Account containing details of transactions conducted during the preceding period.

"Terms and Conditions" means these Terms and Conditions for use of the Services as specified in this document and as amended/modified by Thawani from time to time.

"User" means the user accessing and using the Mobile Wallet Solution and/or Mojab Card.

"Username" means the username set by the User pursuant to the User's initial signup to the Mobile Wallet Solution. The username shall be used for all subsequent access to the User's Mobile Wallet Solution and must be kept confidential at all times.

"Wallet Account" means an Account maintained with Thawani for the use of Mobile Wallet Solution.

“You” and **“Your”** means the User who has accepted these Terms and Conditions and wishes to make use of the Mobile Wallet Solution offered by Thawani.

2. USER’S ACCEPTANCE

2.1 In consideration of Thawani making available the services through the Mobile Wallet Solution, the User acknowledges, accepts and understands the following:

- by accessing and/or using the Services the User accepts and agrees to be bound by the Terms and Conditions herein stated;
- the User irrevocably and unconditionally accepts as binding any service availed of and/or transaction and/or Instruction made or given through the Mobile Wallet Solution;
- it is the User’s responsibility, and at their own risk, to provide Thawani with the correct account details of payment beneficiaries for any transactions instructed by the User. Thawani shall not be obliged to verify any details provided to it pursuant to a User’s Instruction; Thawani and/or Mobile Wallet Solution assumes no liability for any errors or incorrect Instructions or details issued and made by the User.
- Thawani’s records of any transaction processed through the Mobile Wallet Solution or Mojab Card shall constitute binding and conclusive evidence of such transaction for all purposes; and
- the User further acknowledges that any services accessed or utilized through the Mobile Wallet Solution or Mojab Card shall be subject to Thawani’s Terms and Conditions as applicable from time to time, including but not limited to any fees, expenses or charges relevant thereto.

2.2 The User acknowledges that Thawani is granting the User a non-exclusive, non-transferable, temporary license to use the Services and this permission is restricted to authorized legitimate use of the service. All information, trademarks and names given on this application belong to Thawani and the User agrees:

- not to use this information except in connection with accessing and using the Services;
- not to attempt to decompose, reverse or tamper with the system or software related to the Services.

3. ACCESS AND USE OF THE MOBILE WALLET SOLUTION

3.1 For security reasons and to ensure controlled and genuine access to and use of the Mobile Wallet Solution and Mojab Card the User should have a valid GSM number registered at all times of relationship with Thawani. You will not be able to use all the functionalities of the Services if You do not provide these details.

3.2 User must have at least one personal account with Thawani and/or a Wallet Account with Thawani for the use of Services.

3.3 Thawani recommends the User should use the Services on the Device which they own.

3.4 The User is responsible for ensuring that the Device is compatible with the Services and has all necessary security software. Thawani will not be responsible for any loss, damage or harm arising due to non-compatibility between systems and the User's Device or for the User's lack of security software that could result in any loss, damage or harm to the User's Device or Accounts.

3.5 The Services can be used to make payments of the Products obtained from the Merchant by the User.

3.6 The Services are provided entirely at the risk of the User who indemnifies Thawani for all loss or damages, howsoever caused, resulting from the use of any of the Services.

4. SECURITY

4.1 For registering to the Mobile Wallet Solution, the User is required to input the Mobile phone number, His Name, a Valid Email ID and create a password, for every subsequent log-in the User is required to input a unique and confidential Username and Password.

4.2 For all log in attempts, the Password will be input using the Device keypad which ensures the security of the Password.

4.3 The User is responsible for keeping the Mobile Wallet Solution's Username and Password secure and strictly confidential at all times and must not disclose the Username and Password to any other person, howsoever related to the User, at any time, even on their behalf.

4.4 It is recommended that for safety reasons the User changes his password every 6 weeks and to enable fingerprint login if the device support the feature.

4.5 The User must secure and take steps to prevent unauthorized access and use of his Mobile Wallet Solution application and Username and Password. You must never write or otherwise record the Mobile Wallet Solution Username or Password in any way that can be understood or discovered by a third party; never record the Username and Password together; and never disclose any of the above information to any third party. The User should avoid all "secret answers" or

Passwords that may be obvious and easy to guess, such as birthdays, telephone numbers etc.

4.6 For security reasons the User will only have [3] attempts to input the correct Password to gain access to the Mobile Wallet Solution. After the third incorrect attempt the User Mobile Wallet Solution Account will be blocked.

4.7 Thawani will not be responsible for the User's negligence of their access credentials or for any subsequent loss on behalf of the User due to such negligence.

4.8 Once logged in to their Mobile Wallet Solution Application the User must not leave their Device unattended at any time and must not let anyone else use it until they have properly logged off. The User is responsible for ensuring they have logged off properly.

4.9 Thawani may request the User to reset the Username and Password as and when deemed necessary. The User may change their Password at any time using their Mobile Wallet Solution.

4.10 The User is responsible for complying with any other security measures and requirements, which Thawani may advise from time to time.

4.11 Subject to these Terms and Conditions and without prejudice to rights of Thawani hereunder, will take all reasonably practicable steps to ensure that its systems in connection with Mobile Wallet Solution are adequately secure and to manage and control the risks in operating the systems, taking into account relevant laws, regulations and good

practices prevailing in the information technology industry and as applicable from time to time.

4.12 The User agrees and must take all such securities and Instructions for Mojab Card as applicable and In accordance with these Terms and Conditions and clause 4 of it specifically.

5. USER'S INSTRUCTIONS

5.1 Any Instructions given through the Mobile Wallet Solution or Mojab Card using the User's Username, Password and Authorization Code will be deemed to be validly and legally given by the User and will be entitled to assume that the referred Instructions are genuinely given by You.

5.2 Thawani will be entitled to act on User's Instructions without any further written or other confirmation from the User and will not acknowledge the receipt of any Instruction nor shall it be responsible for verifying any Instructions.

5.3 Thawani will endeavor to give effect to Instructions on a best efforts basis.

5.4 The User is fully responsible for any Instructions given to Thawani and Thawani will not be liable in any manner for any unauthorized, fraudulent, or erroneous Instruction due to User's own negligence.

5.5 Thawani may, at its sole discretion, refuse to carry out any Instructions if Thawani has reason (in which the decision of Thawani will be final and binding) to believe the Instructions are illegal.

5.6 The User must frequently and diligently check all Statements of Accounts and/ or other means of transactions notifications held by them to ensure there have been no unauthorized or incorrect transactions. In case of any

discrepancy in details of any transactions carried out in respect of an Account, the User must inform Thawani immediately in writing or by calling. Thawani will not be responsible in any manner if You fail to notify Thawani within [15] days of the transaction. Any failure to inform Thawani of any discrepancies within these time limits will result in Thawani considering that all transactions and Instructions are correct and accepted by the User as transactions Instructed by them.

5.7 No written / printed advice or confirmation will be made and issued by Thawani for any transaction conducted on the Services.

5.8 Any Instructions submitted through the Mobile Wallet Solution will not be effected if operations of the Mobile Wallet Solution are suspended or come to an end due to any reason.

6. EXECUTION OF INSTRUCTIONS

6.1 Any Instructions given through the Mobile Wallet Solution will be deemed to be validly given by the User and Thawani shall not be required to further verify the Instruction given.

6.2 Thawani will debit any amount along with the applicable charges/fees (if any) from time to time for the transactions from Your Account. The Instructions You give on the Mobile Wallet Solution cannot be reversed without Thawani's approval.

6.3 Thawani, if justified at its sole discretion, will be entitled to refuse to carry out an Instruction submitted through Mobile Wallet Solution or may require You to provide a written confirmation of such Instructions.

6.4 Thawani may delay acting upon an Instruction or ask for more information before acting on an Instruction.

6.5 Where Thawani has Instructions for more than one on the same day, Thawani will follow the sequence in which the payments are made.

7. TIME OUT

7.1 The User should not leave their Device unattended while logged on to the Mobile Wallet Solution for security reasons and for the preservation of confidential information, if the User leaves the logged-in Mobile Wallet Solution Application idle for [1 minute] the system will time out and the User will be logged out of the Mobile Wallet Solution. To regain access to Mobile Wallet Solution, the User must log in from the beginning and input their Username and Password again.

8. USER'S OBLIGATIONS

8.1 In using the Services, the User has numerous responsibilities and obligations as a condition to use of the Services. These include but are not limited to.

8.1.1 responsibility for ensuring the Device used to access the Services are safe and free from any virus and that they are adequately protected against encountering viruses, malwares and the device root system is not altered;

8.1.2 the User hereby irrevocably and unconditionally accepts responsibility and liability for any and all transactions arising from the use of the Services without limitation;

8.1.3 it is the User's responsibility to ensure that payment beneficiary details are input correctly. Thawani is under no obligation to verify these details and the User will be solely liable for any misdirected payment due to error;

8.1.4 the User must check regularly their statements of all transactions and Statements of Accounts and inform Thawani immediately of any discrepancies within [15] days;

8.1.5 the User agrees not to interfere with or damage (or in any way attempt to) any data, software or security associated with the Services;

8.1.6 the User must ensure that there are sufficient funds in their Account for Thawani to carry out instructed transactions. If any of the Instruction are not carried out due to insufficient funds it shall be the sole responsibility of the User; and

8.1.7 failure by the User to comply with their responsibilities, obligations and these Terms and Conditions entitles Thawani to terminate the User's Services access.

9. THAWANI'S RIGHTS AND RESPONSIBILITIES

9.1 In providing the Services to User, Thawani has numerous rights and responsibilities. These include but are not limited to:

9.1.1 Thawani is hereby authorized to rely on and accept as genuine and thus act upon all apparently valid Instructions, even if it is later proven that these Instructions were in fact not given by You personally but through Your Services access using Your Username and Password;

9.1.2 Thawani will debit from Your relevant Accounts amounts in accordance with the Instructions;

9.1.3 Thawani, as deemed appropriate, may at its sole discretion, refuse to carry out any Instructions if has reason (in which the decision of will be final and binding) to believe the Instructions are illegal;

9.1.4 Thawani may suspend any service provided to You under the Services without notice where Thawani considers it

necessary or advisable to do so. Such situations will include but not be limited to where there is suspected breach of security and a need for maintenance of the Services

9.1.5 Thawani will use reasonable efforts to inform You without undue delay through the Mobile Wallet Solution and/or by any other means as appropriate if any Service is unavailable or is partially or full unfunctional.

10. GENERAL

10.1 Any information given by the User will be deemed to be correct and Thawani will be entitled, without any obligation, to review or monitor such information for security, administration or any other purposes. Such information will be the property of Thawani.

11. CHARGES

11.1 Thawani shall not charge any fee for the use of this Mobile Wallet Solution and the Users shall be allowed to use the Mobile Wallet Solution application without paying any fee.

11.2 Charge applicable fees and service charges for carrying out transactions on the Mobile Wallet Solution, will be notified to the User by Thawani on Mobile Wallet Solution and also displayed under the Fees Sections in Thawani website www.thawani.om.

11.3 Charges will be directly debited from the User's Accounts or charged to one of the linked cards.

11.4 All authorization conferred by the Customer to Thawani under these Terms and Conditions shall not be revoked or terminated so long as the Customer continues to have an Account with Thawani.

11.5 Thawani is authorized to debit any of the Accounts with any charges, fees or expenses payable for services rendered by Thawani, and also debit fees and charges for the non-maintenance of minimum balance in the Account. The Customer acknowledges and accepts the charge fixed by Thawani and Central bank of Oman, and understands that the fees and charges may be revised from time to time at Thawani's sole discretion provided that such revised fees and charges shall not exceed the respective limits declared by CBO or by the concerned entity/ authority/ establishment/ Individual/ ministry, Including but not limited to Mastercard and Visa.

11.6 Thawani shall have the right to set-off all and any credit balances of the Customer including any balances in foreign currency accounts in settlement of all and any indebtedness of the Customer at any time to Thawani . It is agreed that all Accounts of the Customer with Thawani shall be treated as a single combined account.

11.7 In case of an account being credited or debited with an erroneous entry Thawani shall reverse such entries immediately upon noticing and/or being notified such transaction without prior consent of account holder.

12. RECORDS AND STATEMENTS

12.1 User will be able to check their statements and all records of transactions on the Mobile Wallet Solution. User's must check

these statements and records regularly and advise Thawani immediately of any discrepancies or disputes.

12.2 The statement available on the Mobile Wallet Solution will be conclusive evidence of the User's Instructions and dealings in connection with the Mobile Wallet Solution.

12.3 User admits these records, as conclusive evidence of all transactions.

13. LOST OR STOLEN USERNAME AND PASSWORD

13.1 If the User suspects or discovers that his/her Username and Password have become known by any third party, they must immediately inform by calling the Call Centre on the number listed under the "Contact us" Section in the Mobile Wallet Solution or Thawani website. who will suspend the User's Mobile Wallet Solution access.

13.2 The User agrees and acknowledges that Thawani may disclose information about You or Your Accounts to the police or third parties or any government department if Thawani thinks it will help prevent or recover losses as per the laws of Oman and/or required under the laws of Oman.

14. USER'S LIABILITY

14.1 The User is responsible for all claims, actions, damages or losses incurred by Your internet service provider in relation to You accessing and using Mobile Wallet Solution.

14.2 The User is solely liable for any erroneous payments made to a third party as per Your erroneous Instructions. It is the User's responsibility to ensure the beneficiary details are input correctly and the User is liable for all costs and expenses incurred due to misdirected funds.

14.3 The User is responsible for all losses (including the amount of any transaction carried out without User's authority) if the User has acted without reasonable care or fraudulently, so as to facilitate unauthorized transactions and/or for the purposes of this acting without reasonable care shall be deemed to include failure to observe any of Your security duties referred to in these Terms and Conditions.

14.4 The User is solely responsible for safeguarding the Device and the Mobile Wallet Solution Application installed on the Device and it is User's responsibility to uninstall the application if the User intends to sell the Device or hand it over to any other person.

14.5 The Customer Warrants that:

14.5.1 as at the date of applying for the opening of an Account, the Customer is solvent and has not ceased to make payment of any debts within the meaning of Article 609 of the Omani Commercial Law;

14.5.2. regardless of whether the Account opening form is completed by the Customer or by Thawani and processed electronically or manually, the Customer will review all information to confirm that the particulars are true and accurate before executing the Account opening form.

14.5.3 all particulars given to Thawani in documentation relating to the Account are true and accurate as at the date of such submission and that the Customer will immediately notify Thawani , in writing, of any changes thereto; and

15. THAWANI'S LIABILITY

15.1 Thawani will take reasonable care to ensure that any information provided to You through the Mobile Wallet Solution is an accurate reflection of the information contained within its systems and/ or records or, where the information is provided by a third party, accurately reflects the information received from them. Due to the nature of this Mobile Wallet Solution product and circumstances beyond our control, we do not warrant that the information provided by the Mobile Wallet Solution is accurate or error free at all time. Some of the information available through the Mobile Wallet Solution are subject to specific disclaimers as can be found on Thawani website. If You rely on any information provided on Thawani's website or Mobile Wallet Solution You do so at Your own risk, subject to these Terms and Conditions, and subject to the relevant specific disclaimers.

16. THAWANI'S EXCLUDED LIABILITY

16.1 Thawani will not be responsible if You are unable to gain access to and/or use the Mobile Wallet Solution due to reasons beyond its control, including without limitation, any mobile device, and telecommunication, electrical, technical or network failure/malfunction.

16.2 The User is aware of and agrees that internet communications are not secure unless the data is being sent in an encrypted form, Thawani at all times will make enough efforts to ensure the data transmitted is secured and encrypted but will not be liable for any corrupted data being

sent through the Mobile Wallet Solution due to some uncontrollable circumstances.

16.3 The User should acquaint themselves with the process/method of services available on the Mobile Wallet Solution and Thawani will not be responsible for any errors made by You.

16.4 The Customer agrees and acknowledges that Thawani will not be liable for any loss or damages of whatsoever nature, whether direct, indirect or consequential, to the User as a result of making the Thawani's Services available, when such loss or damages are caused by (but without limitation to), the following:

16.4.1 acting on an Instruction which has been validly authenticated as submitted by You but which in fact was given fraudulently or mistakenly by a third person/party(ies);

16.4.2 any failure to act upon any Instructions or to provide the services for any reason that are beyond Thawani's control;

16.4.3 loss of any Instructions given by the User through the Mobile Wallet Solution due to technical failures;

16.4.4 the Mobile Wallet Solution being totally or partly unavailable for any reason;

16.4.5 execution of Your Instruction being delayed or not being acted upon by, for causes not attributable to, or beyond the control of Thawani;

16.4.6 any failure, delay or other shortcoming by any third party, when executing the User's Instruction;

16.4.7 Your reliance on the information provided and available on Mobile Wallet Solution;

16.4.8 any change, alteration, additions or deletions to these Terms and Conditions, the services, the systems of operation of the Mobile Wallet Solution;

16.4.9 the User selling his Device or handing it over to any person without uninstalling Mobile Wallet Solution Application.

16.4.10 in connection with the Account(s) subsequent to the death, bankruptcy or incapacity of the Customer (whether or not a joint account holder) unless and until Thawani has received written notice of such death by the relevant authority and confirming the authorized heirs , bankruptcy or incapacity signed by a duly authorized representative of the Customer and supported by documentary evidence acceptable to Thawani ;

16.4.11 Pursuant to any change of Applicable Law or to any order of the CBO or any government authority. For the purposes of this Clause, it is clarified that Thawani shall not be under a duty to examine or verify the validity of the content, correctness, or genuineness of any instruction given by, or on behalf of, the Customer and shall not be liable in respect of any defect in the validity of the content, correctness, genuineness of any instruction of the Customer.

16.5 Thawani shall not be responsible or liable for any erroneous payments to any third parties arising out of the User's wrong input of payment beneficiary information.

16.6 Due to the nature of the Mobile Wallet Solution, Thawani will not be responsible for any loss or damages to Your data, software, computer, telecommunications or other equipment caused by You using the Mobile Wallet Solution.

16.7 In no event will Thawani be liable for any damages, including but without limitation to, direct or indirect, special, incidental or consequential damages; losses or expenses arising in connection with this application or any linked site and any use thereof (or inability to access and/or use) by any party; or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, virus or line or system failure.

16.8 It is agreed that Thawani at all times will be in compliance with local as well as international rules and regulations applied to the Services provided by Thawani and Thawani will not be liable if it fails or delays to perform or provide the Service(s) as a result of such compliance.

16.9 Thawani shall not be responsible or liable for any misuse of funds done by third party to whom the payment is made using Thawani's Mobile Wallet Solution.

16.10 Without limiting any other provisions of this Clause, Thawani shall not be liable for any error or omission which is rectified by Thawani within a reasonable time after Thawani has knowledge thereof and the Customer hereby waives, to the fullest extent permitted by law, any claim against Thawani in respect of any such error or omission.

16.11 Thawani will not be held liable for any misunderstanding, mutilations, delays or faulty transmissions of instructions and communications, as a result of the use of postal, telephone, facsimile, telegraph, telex, SMS, E-mail or internet services or whatever other means of communication between the Customer and Thawani as well as between Thawani and third parties, except for Thawani's gross negligence.

16.12 Thawani shall not be responsible for any loss and/or damage resulting from any matter beyond Thawani's control, including but not limited to Force Majeure or disturbance in the operations or business of third parties.

16.13 Thawani shall not be liable for any delay or failure in providing any of Thawani's equipment or other facilities or services to the Customer to the extent that it is attributable to any cause beyond Thawani's reasonable control including any equipment malfunction or failure and under no circumstances shall Thawani be responsible to the Customer or any third party for any indirect or consequential losses arising out of or in connection with such delay or failure.

17. INDEMNITY

17.1 The User hereby indemnifies and holds indemnified and harmless, Thawani and its employees, officers, agents, representatives, directors, shareholders, and any nominees from and against all actions, claims, proceedings, demands, losses, damages, harms (including direct, indirect or consequential) costs, expenses, charges, taxes, penalties and legal costs and any other liabilities of whatsoever nature which

may incur or suffer by reason of You accessing and/or using the Mobile Wallet Solution.

17.2 The User agrees to hold harmless and indemnify Thawani against any loss, cost, damage, expense, liability or proceedings which the User may incur or suffer as a result of Thawani acting upon, delaying to act upon, or refraining from acting upon the said Instructions.

17.3 Thawani will not be liable for any act or omission of any correspondent or paying or for any error or delay in transaction. The User agrees to indemnify and hold Thawani harmless against all losses, damages and expenses incurred by Thawani in relation to any transfer of funds made by Thawani on Your Instructions.

17.4 The Customer shall indemnify Thawani from and against any loss or expense whatsoever which Thawani may sustain or incur as a result of any breach by the Customer of these Terms and Conditions or in any way connected with the Customer maintaining the Account(s) with Thawani, including without limitation any loss or expense incurred by Thawani in liquidating any deposits and any legal fees incurred or to be incurred by Thawani in enforcing or protecting Thawani's right under or in connection with these Terms and Conditions and/or the Account(s) and Thawani, at any time, shall have the right to set off the Account(s) against all or any of the aforesaid losses or expenses.

18. CALL CENTRE

18.1 Thawani has a Call Centre and a Chatting Feature built in the Mobile Wallet Solution set up to receive and deal with users calls and queries.

18.2 You hereby permit Thawani to record Your telephone calls to the Call Centre for transaction verifications, records and quality control.

19. LINKS

19.1 The Mobile Wallet Solution Application may contain links to web sites controlled or offered by third parties (non-affiliates of Thawani). Thawani hereby disclaims liability for, any information, materials, and products or services posted or offered on any of the third party sites linked to the Mobile Wallet Solution.

19.2 By creating a link to a third party web site, Thawani does not endorse or recommend any products or services offered or information contained at that web site, nor is Thawani liable for any failure of products or services offered or advertised at those sites. Such third party may have a privacy policy different from that of Thawani and the third party application may provide less security than Thawani's Mobile Wallet Solution.

20. USE OF INFORMATION AND MATERIALS

20.1 The User understands and agrees that the information and materials contained in the Mobile Wallet Solution Application, and these Terms and Conditions are subject to change by Thawani from time to time and at its absolute discretion. Unauthorized use of the Mobile Wallet Solution, including but

not limited to unauthorized entry into Thawani's systems, misuse of passwords, or misuse of any information on the Mobile Wallet Solution Application is strictly prohibited.

20.2 All information, except the confidential information of our users transactions, submitted to Thawani via Mobile Wallet Solution Application are deemed and shall remain to be the property of Thawani and Thawani will be free to use such information for any purpose, idea, concept, technique contained in information provided by the User to Thawani through the Mobile Wallet Solution Application.

20.3 The information and materials contained in the Mobile Wallet Solution Application, including text, graphics, links or other items are provided on an "as is", "as available" basis. Thawani does not warrant the accuracy, adequacy or completeness of this information and materials and expressly disclaims liability for errors or omissions in this information and materials.

20.4 The Customer is not authorized to copy / reproduce these in any form either in whole or in part or permit any other party to do so.

20.5 Copyright in any products and/ or services extended to the Customer remain the property of Thawani , together with the copyright interest in all documentation, systems and processes (including software) used in Thawani's relationship with the Customer.

20.6 Any delay, forbearance, failure, indulgence, concession, settlement or arrangement that Thawani may at its discretion

allow or provide in the fulfillment of these Terms and Conditions by the Customer, shall not mean or be taken as a waiver on the part of Thawani of any of its rights thereunder.

20.7 Thawani 's records relating to the Account(s) shall, except in case of manifest error, be deemed to be correct and binding and any statement or certificate duly signed by an authorized official of Thawani shall be deemed conclusive evidence of the status of the relevant Account and the Customer shall be deemed to have waived any right to contest the validity of Thawani 's records save for manifest error.

21. AVAILABILITY

21.1 Thawani will, on a best effort basis, make available the Mobile Wallet Solution for use, however routine maintenance requirements, excess demands on the system and reasons beyond the control of Thawani may cause disruptions in availability of this service.

21.2 Thawani will not be liable to the User if Thawani is unable to perform its obligations or provide any or all of the services available under this Agreement due (whether directly, indirectly or consequently) to:

21.2.1 the failure of any machine, data processing system or transmission link; or

21.2.2 any period of essential maintenance, critical change, repairs, alteration to or failure of computer systems.

22. TERMINATION

22.1 Thawani may at its sole discretion terminate Your Services altogether at any time.

22.2 Termination of the Services and of this Agreement does not affect any rights or liabilities of either Party accruing before termination.

22.3 Thawani may at any time close or suspend dealings in an Account at its absolute discretion without giving any reason therefore or giving prior notice to the Customer.

22.4 The Closure of an Account does not discharge the Customer from any and all outstanding obligation(s) that may still exist at the time of the closing of such Account and shall thereafter continue.

23. NO WARRANTY

23.1 The information and materials contained in the Mobile Wallet Solution Application, including text, graphics, links or other items are provided on an "as is", "as available" basis. does not warrant the accuracy, adequacy or completeness of any information and materials contained herein and expressly disclaims liability for errors or omissions. No warranty of any kind, implied, expressed or statutory including but not limited to the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from virus, is given in conjunction with the information and materials.

24. MISCELLANEOUS

24.1 Each of the terms and/or conditions set out herein is severable and the invalidity, unenforceability or illegality of any such terms or conditions shall not affect the remaining terms and conditions, which shall remain in full force and effect.

24.2 Any waiver by Thawani shall not be construed as a permanent waiver and such waivers will not affect adversely the rights of Thawani under this Agreement at any other time.

24.3 You may cease Your use of Services at any time upon notice to Thawani.

24.4 Thawani may restrict or withdraw the Services from public use at any time and for any reason deemed appropriate by Thawani without written notice to You.

24.5 The Services should be used in good faith and in accordance with these Terms and Conditions.

24.6 The Services should not be abused or used to commit any kind of fraud or illegality.

24.7 Thawani has the right to modify these Terms and Conditions, any information issued about the Services, and or screens through which You access the Services from time to time at its absolute discretion.

24.8 The Services contains proprietary information that is protected by applicable intellectual property and other laws, and You acknowledge and agree that the proprietary information is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.

24.9 Thawani is entitled, at their absolute discretion, to alter, amend or replace any or all procedure, form or level of

encryption to consistently maintain security and confidentiality standards.

24.10 User understands and agrees to that all obligations under these Terms and Conditions are the sole responsibility of the User and are subject to laws of Oman.

24.11 Mobile Wallet Solution Application is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to local laws or regulations.

24.12 Thawani reserves the right at any time to revise or amend all or any of the Terms and Conditions, in whole or in part, without prior notice to the Customer and such revised or amended terms and conditions shall be binding on the Customer.

24.13 Thawani is expressly authorized by the Customer to disclose any information concerning the Customer to any third party and the Customer's right to receive notice from Thawani with respect to such disclosure is waived to the fullest extent permissible under Applicable law.

24.14 Cash withdrawals on any Business Day from any Account may also be subject to a daily maximum amount set by Thawani.

24.15 The agreement constituted by the account opening form, any other documentation relating to the Account and these Terms and Conditions shall continue to be binding on the Customer in all respects towards Thawani and Thawani's successors or assigns and shall in no way be affected nor shall the liability thereunder of the Customer be in any way

diminished by any change in Thawani's constitution or that of its successors or assigns, or by Thawani's absorption, merger or amalgamation of with or by any other company or Thawani or by government order. The obligation represented by such agreement shall not be assigned or transferred in any manner whatsoever by the Customer without Thawani's prior written consent.

25. FORCE MAJEURE

25.1 Neither party shall be considered to be in default nor assume any liability or responsibility for consequences arising out of the following events (Force Majeure events), but not limited to, the interruption of their performance of this Agreement by epidemics, fires, floods or any other natural disturbances and acts of God or of war, acts of government, any civil commotion, riot, insurrection or hostilities, blockades, or embargoes and all other causes beyond the reasonable control and expectations of either party that arise without the fault or negligence of either party and that make impossible the performance of the Agreement, such circumstances shall result in excusable delay. If either party intends to rely on the provisions of this clause, it shall give immediate notification by means of facsimile message or registered mail to the other party with the full particulars of such event and a written notice within 10 (ten) working days of its occurrence showing the effects of such circumstances on the Agreement time schedule. The performance of the Agreement shall be

suspended during the inability so caused. The parties shall make all efforts to circumvent the situation of Force Majeure as soon as possible.

26. RESOLVING DISPUTE

26.1 If a dispute should arise between You and Thawani, You should refer the dispute to customer service team of Thawani. Almost all customer service disputes can be resolved to the User's satisfaction by using the customer service, reachable by sending an email to [info@thawani.om] or through the "Contact Us" section.

26.2 If Your dispute cannot be resolved using our customer service team, the courts of the Sultanate of Oman shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Terms and Conditions or its subject matter.

27. Terms & Conditions relating to FOREIGN ACCOUNT TAX COMPLIANCE ACT [FATCA]

27.1. Customer hereby provides consent to and authorize Thawani or any of its affiliates to disclose, furnish or share information pertaining to my / our account to domestic or overseas regulators or tax authorities where necessary to establish tax liability in any jurisdiction inter alia Sultanate of Oman and USA under FATCA or any other obligations.

27.2. Customer agrees that Thawani can with-hold on the payments as required under Thawani's FATCA obligations.

27.3. Customer may further give a valid and effective waiver to Thawani on banking law requirements to report his/her/their information under Thawani's FATCA obligations.

27.4. Customer acknowledge that Thawani will have an undisputed right to close the account to comply with Thawani's FATCA obligations.

27.5. Customer undertake to inform Thawani wherever there is a change in circumstance which would change FATCA Status under Chapter 4 (as defined in FATCA regulation) within 30 days of such change occurring.

27.6. Customer shall indemnify and hold Thawani harmless against any claim, damages, costs, expenses and other direct and /or indirect consequences of Thawani disclosing, furnishing and sharing any information pertaining to their Thawani account with any domestic or overseas regulators or tax authorities inter alia Internal Revenue Service (IRS) of USA.

27.7. Non FATCA Term & Condition regarding beneficial ownership of account It is hereby solemnly declared and confirmed that I / we are actual and beneficial owner (s) of the account being opened with Thawani and the account is not being opened for any third party. This is correct and factual information. In case Thawani has any reason to believe that the disclosed information is incorrect and incomplete, Thawani reserves the right to take suitable action against me / us, close the account and may appropriately report to the relevant government authority (ies).

28. Mojab Card

The Additional Terms and Conditions in this section apply to Mojab Card.

28.1. Mojab Card may be opened only by natural persons (singly or jointly) or by their duly authorized representatives.

28.2 It is clarified that cheque books and passbooks will not be issued in respect of Mojab Card. Customers will have the option of receiving mini-account statements through ATMs identified by Thawani from time to time and other electronic delivery channels or obtaining Account Statements from customer service desks at Thawani branch.

28.3 If the Mojab Card does not witness any transactions for 12 consecutive months or for any other duration deemed fit by Thawani , the account shall be automatically classified as a "In Operative" and surpassing further 12 months shall be classified as "dormant account". The account holder shall be able to operate the account only after providing Thawani with a written request for the same".

28.4 The Customer acknowledges and agrees that the Mojab Card is issued by either a bank operating in Oman or a Global Card issuance company which is certified by international institutions such as Visa, and for the same, the issuing institution holds the basic Mojab Card details and information of the Customer. The Customer confirms and acknowledges his/her approval of the issuing institution holding and using

such information, and holds Thawani and the issuing institution indemnified and harmless, Thawani and the issuing institution and its employees, officers, agents, representatives, directors, shareholders, and any nominees from and against all actions, claims, proceedings, demands, losses, damages, harms (including direct, indirect or consequential) costs, expenses, charges, taxes, penalties and legal costs and any other liabilities of whatsoever nature which may incur or suffer by reason of the issuing institution or Thawani accessing and/or using such information.

28.5 A non-refundable annual fee may be charged to the customer.

28.6 You acknowledge and accept that you can only top up your Mojab Card using your local card, and to use Thawani App features you will have to use either Mojab Personal Card or Mojab Go Card.

29. VISA Electron Card

The additional Terms and Conditions in this section apply where a Customer subscribes to Mojab Card.

29.1. The Customer may use a Card:

29.1.1. in conjunction with the PIN to make cash withdrawals from an Account linked to the Card through Thawani's identified ATMs or any ATMs which accept Visa Electron cards,

up to a maximum daily limit as may be set by Thawani from time to time;

29.1.2. in conjunction with the PIN to transfer funds electronically between Accounts linked to the Card using Thawani's or any other electronic funds transfer at point-of-sale facility having Visa Electron acceptability;

29.1.3. in conjunction with the PIN to obtain information regarding the balance(s) in Accounts linked to the Card and to generate a mini-account statement of such Account(s) and carry out such other transactions and enquiries as may be facilitated by Thawani from time to time; and

29.2. Some or all of the facilities mentioned above (including any other facilities that may be made available in the future) may be restricted to Thawani's identified ATMs and may not be available at the ATMs of other banks.

29.3. The Card is and shall at all times remain the property of Thawani and must be surrendered to Thawani immediately upon Thawani's request. Thawani reserves its right to cancel, suspend or stop the use of the Card without giving prior notice or assigning any reason for such decision and also reserves its right to refuse any request by the Customer for the re-issue or replacement of the Card without assigning any reason for such refusal.

29.4. The Customer must take all necessary precautions to prevent the unauthorized use of the Card and to preserve the confidentiality of the PIN. In the event that the Card is lost or stolen or the PIN is disclosed to an authorized person, Thawani

must be notified 'of the same immediately. Thawani shall not be liable for any damage or loss sustained by the Customer arising from or connected with the loss or theft of the Card or disclosure of the PIN as the case may be, before Thawani has been advised of the same in writing or through immediate reporting on 24/7 helpline number of Thawani to report his/her card immediately. Any occurrence of card transactions before such reporting(s) to Thawani, customer is liable for the said transaction (s) or loss.

29.5. Thawani may at its sole discretion issue a replacement Card to a Customer, in the event that an existing Card is stolen or damaged or in the event that the Customer has forgotten the PIN. Issuance of a replacement Card will attract a fee as per Thawani's then current tariff rate.

29.6. The use of the Card at ATMs operated by other banks will result in additional charges or fees being levied, which will be debited to the Customer's Account.

29.7. Neither Thawani, nor its sub-contractors, employees or agents shall be responsible for any loss or damage arising directly or indirectly as a result of the non-disbursement of cash due to a malfunction or failure:

29.7.1. of the Card; or

29.7.2. of Thawani's identified ATMs or of an ATM belonging to another Bank ; or

39.7.3. of any equipment used in the normal course of business to effect Card transactions;

or

29.7.4. due to a temporary insufficiency of cash in an ATM; or

29.7.5. Due to a breakdown in telecommunications or arising from other causes, reasons or circumstances, which prevent Card transactions from being carried out properly.

29.8. Cash and cheques for credit to the Account with Thawani must be deposited only at Thawani 's designated ATMs/CDMs and Thawani shall bear no responsibility whatsoever for any such deposits made at the ATMs/CDMs of other banks. Cash deposited will be subject to verification by Thawani prior to deposit to Account. Cheques deposited will also be subject to verification by Thawani and proceeds will be credited only upon realization. The receipt automatically generated by the ATM/CDMs at the time of cheque deposit is based on details input by the Customer and therefore represents the position prior to verification by Thawani . Consequently, the receipt shall have no evidentiary value whatsoever.

29.9. Any refund arising from the reversal of a Card transaction will be credited to the Customer's Account only upon receipt of such refund by Thawani.

29.10. Thawani shall not be responsible for any erroneous payments to any utility company, credit card institutions(s) arising out of wrong input of Consumer's credit card number, account number with the utility provider/company and any other information required. The Customer further confirms and agrees to waive any right which he may otherwise have for holding Thawani responsible for any mistake or omission caused by any delay by Thawani due to reasons beyond its

control in onward transmission of the funds to the any utility company credit card institution(s) or any payee or beneficiary which may result in disruption of the utility service or credit card related transactions.

29.11. Any supplementary Card issued by Thawani to the Customer will remain the Customer's responsibility and the Customer shall at all times remain fully liable for all debits, charges, costs and expenditure arising from its use or misuse.

29.12 Delivery Time: Delivery times may vary. We are not responsible for delays caused by the postal service or courier.

29.13 Tracking: You will receive a tracking number to monitor the status of your delivery.

29.14 You Acknowledge that Thawani will not be liable to replace the card due to malfunction caused by cardholder negligence/misuse/lack of-protection of the card. And you accept the charges/ fees for such replacement. Additionally, you acknowledge and agree that you will be liable to replace your card due to being hold in an ATM in cases where you do not comply with the rules of the ATM machine in terms of removing the card at the proper time or for any reasons based on the ATM rules.

29.14 You acknowledge and accept that you will be liable for any omission or negligence action or sharing your account/ card details with any third party and you hold Thawani no liability for any loss or damage resulting from this action.

Last updated 20 May 2024