

**General  
Terms and  
Conditions  
for the  
Operation of  
Accounts and  
Electronic  
Banking  
Service**

# **HSBC Bank Oman S.A.O.G.**

## **GENERAL TERMS AND CONDITIONS FOR THE OPERATION OF ACCOUNTS AND ELECTRONIC BANKING SERVICES**

### **Operation of the Account**

1. The Terms and Conditions set forth herein govern all transactions between HSBC Bank Oman S.A.O.G in the Sultanate of Oman (the Bank, which expression shall include its successors and assigns) and the person or persons signing the Bank's Account Opening Form (the Customer). Signature by the Customer on the Bank's Account Opening Form shall constitute acceptance of the Terms and Conditions herein, as amended from time to time. These general Terms and Conditions are applicable to each and every account held by the Customer subject to any special conditions agreed by the Customer in relation to any individual accounts.
2. The Customer shall not allow the Account to become overdrawn except with the prior written approval of the Bank. Without prejudice to the foregoing, the Customer shall pay interest on any overdraft at the rate of rates determined by the Bank from time to time calculated on the daily debit balance on any overdrawn Account. Interest shall be debited to the Account at the end of each month or at such other intervals as the Bank may decide from time to time. The Customer shall repay any overdraft together with all interest and other charges immediately upon demand by the Bank and the Customer hereby waives the Customer's right to immediate notice pursuant to Article 341 of Royal Decree 55/90 in the event of such overdrawing.
3. For Current Accounts, the Bank may at its discretion issue the Customer with a cheque book. The Customer shall keep such cheque book under

secure control at all times and shall notify the Bank immediately should any cheque book be lost or stolen. The Customer shall exercise due care when drawing any cheque and shall be bound by the conditions as may be amended from time to time, printed on the inside front cover of the cheque book. The Bank shall not be held liable for inadvertence or oversight in the payment of future value dated cheque or its failure to act on a Stop Payment Order. If within a twelve month period the number of cheques returned (due to insufficient funds) equals/ exceeds any limit set from time to time by the Bank, the Bank will reserve the right to close the Account, collect from the Customer, any cheques and report the name of the Customer and returned cheque details to the Central Bank of Oman. The Bank is further authorised to debit and charge to the account a service charge in respect of returned cheques.

4. The Bank will periodically send the Customer a statement in respect of the Account - monthly for Current Accounts and quarterly for Savings Accounts unless otherwise agreed with the Customer. It is the responsibility of the Customer to check the accuracy of the statement and notify the Bank of any errors therein within 6 months of the date of such statement. No claim whatsoever about the incorrectness of any entry in the statement shall be entertained after this 6-month period. The Bank shall not be held liable for any other claim which may arise from this service to the Customer.
5. All statements, notices and other communications shall be deemed to have been validly transmitted upon the day following the date of their dispatch by the Bank. The date of the copies of such notices and statements and other communications or the mailing lists in the possession of the Bank shall be conclusive evidence as to the date of such dispatch. The Bank should also be informed as quickly as possible if

any such statement, notice or communication is not received by the Customer when expected.

6. The Bank shall be entitled without reference to the Customer to debit the Account in respect of all expenses, fees, interest, commissions, taxes, duties and its normal charges including without limitation, all charges for dishonoured cheques, stopped cheques and interest on any debit balance (whether authorised or not). The Bank reserves the right to levy a service charge if the Balance in the Account falls below the required minimum during a calendar month, as determined by the Bank from time to time.
7. Notwithstanding Article 345 of the Royal Decree 55/90, deposit and withdrawals may be made at any branch of the Bank in the Sultanate of Oman subject to production of satisfactory evidence of identity or in the case of personal account and corporate accounts where the customer is a sole proprietor at any on-site or off-site Automated Teller Machine of the Bank by use of the Bank's Electronic Teller Card subject to availability of the deposit option on a particular Automated Teller Machine.
8. The Customer accepts all costs, expenses and risks whatsoever in connection with any Account denominated in a foreign currency including without limitation, any legal or regulatory restrictions (International or Domestic) affecting the Bank and the Bank shall not be liable for any loss or delay pursuant thereto. Withdrawals in foreign currency notes shall be subject to their availability at the Bank's branch. The Bank reserves its right to charge the Customer commission on cash deposits and withdrawals to/from foreign currency accounts if such deposits and withdrawals are in the same currency as the Account. Conversion from one currency to another shall be at the Bank's rate of exchange as determined by the Bank from time to time. Deposits, withdrawals

and dealings on any foreign currency account may be subject to further special conditions as shall be notified to the Customer by the Bank.

9. The Customer agrees that the Bank shall have the right, without giving notice to the customer, to refuse to repay when demanded or when the same becomes due any of the Bank's indebtedness to the Customer if and to the extent that the Customer's aggregate liabilities at the relevant time are equal to or exceed the Bank's indebtedness to the Customer.
10. The Bank is authorised to debit and charge to the Account all cheques, orders and payments duly signed in accordance with the current signing authority or authorities provided to the Bank by the Customer whether or not such Account is in credit and whether or not such Account is or may become overdrawn or an existing overdraft in the Account is increased as a consequence thereof, without prejudice to the Bank's right to refuse to grant or extend such overdraft to the Customer and the Customer hereby waives the Customer's right to immediate notice pursuant to Article 341 of Royal Decree 55/90 in the event of such overdrawn.
11. All payment orders, exchange operations and sales or purchase of securities undertaken by the Bank on behalf of the Customer shall be at the risk and expense of the Customer. Neither the Bank nor any of its agents shall be liable for any error, omission, mutilation, interruption or delay occurring in their transmission.
12. Acting only as the Customer's collection agent, the Bank may agree to accept, but without assuming any responsibility for their realisation, cheques, bank draft, and other similar payment instruments for deposit, provided they are made out in favour of the Customer or endorsed to their order. For this purpose, the Bank's offices, correspondents or other

agents appointed by the Bank shall be deemed to be the Customer's agents, and all accounts of the Customer with the Bank and any branch thereof shall be treated as a single combined account for the purpose of Article 346 of Royal Decree 55/90.

13. The Bank or its agents shall not be held liable for the loss, mutilation or dishonour of a cheque or any other instrument or for the failure to credit, late presentation, granting time, any delay in crediting the Account or non-payment and return of cheques or other instruments.
14. Proceeds of cheques or other instruments shall not be available for withdrawal until collected by the Bank and credited to Customer's Account. The Bank reserves the right to debit any account or demand payment from the Customer for any amounts exceptionally credited or credited under usual reserve, which are subsequently unpaid.
15. The Bank shall not be liable or responsible for failure to give notice of non-payment or dishonour of any cheque, or for any claims, losses or expenses which may arise as a result of returning a dishonoured cheque, whether by ordinary or registered mail or any other means. The Bank reserves the right to debit the Account with the amount of any cheque which was drawn or endorsed in favour of the Customer (whether or not the cheque is drawn on the Bank, its branches affiliates or subsidiaries) that has been credited to the Account and is subsequently unpaid, whether or not the cheque itself can be returned.
16. The rate of interest payable on Deposit Accounts of Personal Customers shall be available at the Bank's branches and shall be subject to change without notice. In the case of Corporate Customers, such rate shall be as agreed between the Bank and the Customer unless the Bank notifies the Customer otherwise. The Customer shall retain the amounts

of Term Deposit with the Bank until the maturity of individual deposits. The interest on each deposit is payable only upon maturity of the deposit. The premature withdrawal of a Term Deposit shall be only at the sole discretion of the Bank and shall be subject to a lower interest rate and a fixed premature withdrawal charge.

17. The Passbook Savings Accounts are governed by the Terms and Conditions as detailed in the Savings Passbook. Accounts maintained for Minors shall be operated by a parent or legally appointed guardian (“the Operator”) until the Minor attains the age of 18. All the monies standing to the credit of such accounts shall be held for the benefit of the minor and shall not form part of the assets of the Operator of account. The Operator of the Account shall promptly inform the Bank on the Minor reaching the age of 18.
18. In respect of Joint Accounts, in the absence of contrary written instructions signed by all joint account holders, the liability of each such person identified as one of the account holder shall be joint and several and every agreement and undertaking herein shall be construed accordingly and the liability and obligations of whatsoever nature, of any one such person hereunder to the Bank shall not be discharged or affected in any way, which shall include but shall not be limited to (a) the invalidity, voidability or unenforceability as regards any other such person or any security which the bank may hold in respect of the Account or any part thereof or (b) by the Bank’s releasing, discharging, compounding with or varying the liability hereunder of, or making any other arrangements with, any other such person.
19. The Bank may at any time, apply and credit balance to which the Customer is entitled on any Account (including any accounts denominated in a Foreign currency) with the Bank in satisfaction of any

indebtedness of the Customer at any time to the Bank and all Accounts of the Customer with any branch of the Bank shall be treated as one combined Account, for the purpose of Article 346 of Royal Decree 55/90; for this purpose, the Bank is authorised to purchase with the monies standing to the credit of any such Account such other currencies as may be necessary to effect such application.

20. All securities, bills, credit balances, deposits and bank notes in any currency, documents, gold or other property of any nature, which are held in the name of the Customer by the Bank, in any of its branches, or which may come into the possession of the Bank, shall be so held as security for the payment of any amount due to the Bank together with all interest and other charges arising under the Account or otherwise. The Bank shall have the first right to set off or block such security against the Customer's indebtedness, of whatever nature. The Customer waives the right to interpose any counter-claim or set-off any nature or description if any litigation between the Bank and the Customer.
  
21. In the event of death, incapacity, dissolution, insolvency or bankruptcy (or other analogous even or proceedings) of the Customer (or in the case of a joint account any person identified as one of the account holders) the Bank shall not be liable for any loss pursuant to such which may arise from any dealings on the Account unless and until the Bank has received written notice of the same, together with satisfactory documentary evidence as determined in the sole discretion of the Bank. In accordance with Article 347 of the Commercial Code (RD 55/90), in the case of the death or incapacity of a joint account holder, such notice must be given together with confirmation of whether or not they wish to keep the account open within 10 days of such death or incapacity. In such circumstances, the Bank shall



suspend all dealing on the Account until a duly appointed successor or court appointed officer has, in the opinion of the Bank, been suitably empowered to deal with the Account.

22. The Bank shall not be liable to the Customer for any loss, damage or delay attributable in whole or part, to action by any government or government agency or other force majeure including, without limitation, strikes, industrial action, equipment failure or interruption of power supplies provided that the Bank shall endeavour to give notice generally to its customers of any anticipated delays by notice in its branches.
23. These Terms and Conditions create legally binding obligations on the Customer and the Customer by accepting these Terms and Conditions confirms that they do not contravene other contractual or legal obligations of the Customer.
24. No failure by the Bank to exercise, nor any delay by the Bank in exercising any right or remedy including without limitation, any indulgence, concession, settlement or arrangement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The right and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.
25. Each of the provisions herein are severable and distinct from the others and, if one or more of such provisions is or becomes illegal, invalid or unenforceable, the remaining provisions shall not be affected in any way and shall remain in full force and effect.
26. The Customer may close the Account by giving prior written notice at any time to the Bank after payment of all monies due to the Bank at the time of such

closing of the Account. The Bank may close, freeze or suspend dealings on the Account after deduction of all monies due to the Bank at the time of such closing of the Account and cease the acceptance of funds for the credit to the Account, without prior notice to the Customer and without giving any reason and without breach of duty to the Customer either at the Bank's own instance or at the instance of any court or administrative order.

27. Any demand or communication made by the Bank shall be in writing and made at the correspondence address of the Customer indicated in the Account Opening Form (or such other address as the Customer shall notify the Bank in writing from time to time) and shall be deemed to have been served on the day after the date of posting. The Customer shall advise the Bank without delay, of any change in address.
28. Notwithstanding the provisions of Article 70 of Royal Decree 114/2000 the Customer hereby authorises the Bank to respond, at its sole discretion, to any and all enquiries received from any other bankers (including, without limitation, bank references), concerning any and all accounts of the Customer with the Bank, without reference to the Customer. The Customer further authorises the Bank to disclose any information regarding the aforementioned accounts to other members of HSBC Group.
29. The Customer further warrants that all particulars given to the Bank (whether in an account opening form or otherwise) are true and accurate and if the particulars change at any time it will immediately notify the Bank of any such change.
30. In these Terms and Conditions the term "person" includes an individual, firm, company, corporation government, state or agency of a state or any

association or partnership (whether or not having separate legal personality) or two or more of the foregoing and, shall include its or their successors and heirs (as applicable).

31. A stop payment order will be accepted by the bank, in accordance with article 111 of Banking Law of Oman, if conveyed with specific reasons. Provided the stop payment order is received by the Bank with sufficient time to allow the bank to act on the request, any stop payment order will be acted upon by the bank at the sole risk and responsibility of the customer and the customer will be required to complete and execute appropriate forms or documents as prescribed by the Bank. Bank shall not enquire as to the legitimacy or validity of any specific reason provided by the customer in support of the stop payment order and shall accept no liability for compliance with any stop payment order that was supplied by the customer other than in good faith or in contravention of the obligations set out in all relevant laws and regulations (specifically articles 290 & 291 of the Oman Penal Code and article 566 of Commercial Law Oman).
32. The Customer's address for service of any notice, statement or communication shall be the address indicated on the appropriate Account Opening Form or such other address as the Customer shall notify to the Bank in writing.
33. The Customer warrants and undertakes that as at the date of opening of all and any of the Accounts the Customer is solvent and has not ceased to make payment of any debts for the purposes of Article 609 of Royal Decree 55/90.
34. The signature of the Customer hereby authorises the provision of any information by the bank to any third party pursuant to Article 70(c) of the Oman Banking Law of 2000 (Royal Decree 114/2000).

35. The Bank reserves the right at any time upon giving seven days written notice to the Customer to revise, amend or cancel in whole or in part the conditions and stipulations governing any of the Accounts, including without limitation the rate of interest and other conditions at any overdraft facility made available to the Customer.
36. If the Customer is a company or other form of organisation then the Customer undertakes that these Conditions (and any other terms and conditions whether in an account opening form or otherwise) are signed by a duly authorised representative of the company or organisation and that all other formalities have been observed for the valid execution of such documents.
37. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Sultanate of Oman. Any claim or dispute, arising from the relationship between the Bank and its Customer or otherwise shall be subject to the jurisdiction of the civil courts of the Sultanate of Oman, but without prejudice to the Bank's general right to take proceedings, where necessary, in any court whatsoever.

### **For clean bills purchased / Travellers' cheques**

In the event of any of the Customer's cheques or other instruments being unpaid for any reason whatsoever or being returned any time in future although previously advised as paid and whether purchased by us or sent for collection, the customer must refund the amount together with any expenses incurred and the customer authorises the Bank to debit such amount and expenses to any account they may have with the Bank or any branch of the Bank. Collections are subject to Uniform Rules for Collections, International Chamber of Commerce

Publication No. 522 or to mandatory applicable law in the State of collection.

The Bank reserves the right to either purchase/send on collection cheque(s)/draft(s) presented by the customer.

## **Electronic Banking Services**

1. The Terms and Conditions set forth herein govern all transactions performed by the Customer by the Bank's Electronic Teller Card (the Card) and Telephone Banking Services and are in addition to any other agreement(s)/account mandate documentation and the Bank's General Terms and Conditions relating to the conduct of the Customer's Account with the Bank. The transactions performed by HEXAGON (the Bank's Global Electronic Financial Services System) are governed by the Terms and Conditions incorporated in the HEXAGON Agreement Form. All Credit Card transactions are covered by the Credit Card Terms and Conditions. All Internet Banking transactions are covered by the Internet Banking Terms and Conditions.
2. The Card shall at all times, remain the property of the Bank and the Customer shall surrender the Card to the Bank immediately upon request. The Bank may with reasonable justification withdraw at any time, all rights and privileges pertaining to the Card or Telephone Banking Services.
3. The Bank is authorised, but not obliged, to act on any instructions given by telephone which the Bank believes in its sole discretion, emanate from the Customer and which are accompanied by the use of the Telephone Personal Identity Number (Telephone PIN). The Bank shall not be liable for acting in good faith on such telephone instructions even where they are given by unauthorised individuals and the Bank

shall be under no duty to verify the identity of any person giving telephone instructions purportedly on behalf of the Customer.

4. The Card and Electronic Teller Personal Identity Number (Electronic Teller PIN) are issued to the Customer entirely at the Customer's risk, and the Bank shall bear no liability whatsoever for any loss of damage arising from the issue to the Customer of the Card or Telephone Banking Services and respective Electronic Teller PIN and Telephone PIN however caused, unless the cause is the result of an negligence act or error of the Bank.
5. The Customer shall at all times remain liable for any transactions made by use of the Card or Telephone Banking Service and shall indemnify the Bank for all loss or damage however caused by any unauthorised use of the Card, the Telephone Banking Services, the Electronic Teller PIN or the Telephone PIN.
6. Without prejudice to the provisions of Clause 3, the Customer shall exercise every possible care to prevent the Card and details of the Telephone PIN or the Electronic Banking PIN being lost or stolen and shall notify the Bank immediately and confirm in writing any loss or theft. The Bank cannot be held responsible in case where a lost or stolen Card Telephone PIN or the Electronic Teller PIN is used prior to receipt of written notice of loss.
7. The Bank's record of transactions processed by the use of the Card or Telephone Banking Service shall be conclusive and binding for all purposes and acceptable as documentary evidence.
8. The Bank shall debit the Customer's Account with the amount of any withdrawal or transfer effected by use of the Card or Telephone Banking Service. Transfer shall be restricted to the transfers between

the Customer's own account with the Bank in the Sultanate of Oman or to fixed amounts transferred to the accounts of certain other clients of the Bank nominated by the Customer in writing for settlement of dues. Transactions which are effected in currencies other than the domestic currency of issuance will be debited to the Customer's Account after conversion into domestic currency of issuance at the prevailing exchange rate as determined by the Bank on the day of conversion.

9. The Bank shall debit the Customer's Account with all expenses arising from the issue of the Card as may be announced by the Bank from time to time and any replacement thereof. The Bank makes no charge for Telephone Banking Services.
10. Cash withdrawals performed in countries other than that in which the Card was issued will be subject to a cash withdrawal fee as may be determined from time to time by the Bank.
11. The Customer shall not disclose either the Telephone PIN or the Electronic Banking PIN to any other person without the prior written consent of the Bank.
12. The Bank shall not be responsible for any loss or damage arising directly or indirectly from any malfunction or failure of the Card or ATM arising out of the Customer's mistake, the temporary insufficiency of funds in such machines or otherwise howsoever.
13. Any cash or cheque deposited by use of the Card at an ATM shall only be credited to the Customer's Account after verification of such deposit by the Bank which shall be conclusive and binding for all purposes and any such deposits shall only be regarded as having been received by the Bank upon it being credit to the Customer's Account.

14. The Customer shall be jointly and severally responsible for all transactions processed by the use of the Card or Telephone Banking Services issued to one or more of them on joint account, notwithstanding any stipulation, which may have been made in the account opening mandate completed by them, requiring all parties to the Account to sign. No Telephone Banking Services shall be available in relation to any account where more than a single signatory is required.
15. The Bank shall be entitled to immediate return of the Card in the event of the Customer's death incapacity, dissolution, insolvency, bankruptcy or closure of the Account.
16. If and when the Customer makes use of the Mail Deposit Facility for any communication to the Bank, the records of the Bank shall be conclusive evidence as regards the nature of such communications and the time at which they were received by the Bank. Any ambiguities in the written instructions deposited shall be totally the Customer's responsibility.
17. Any conversations relating to the Telephone Banking services provided through personal banking representatives are recorded and retained by the Bank. By registering for the service the customer hereby consents to the recording of the conversations.

### **Mandate (Joint Accounts only)**

1. The mandate for the operation of joint accounts is made up of the provisions in this section. The signing instructions which form part of the mandate are contained in the application form.
2. To open or continue (as the case may be) any account or accounts at any branch of the Bank in our joint



names as directed and to close any accounts so opened or continued or subsequently opened as directed in each case in accordance with the mandate.

3. To place to the credit of any account in our joint names all amounts, including dividends, interest and capital sums arising from securities or proceeds of cheques or bills received or collected by the Bank for the credit of any of us.
4. To honour and comply with all cheques, promissory notes and other orders drawn and all bills accepted on our behalf, whether our current account be in credit or overdrawn, to comply with all directions given for or in connection with any account or accounts of any kind whatsoever on our behalf and to accept and act upon all receipts for monies deposited with or owing by the Bank on any account or accounts in our names provided that such cheques, promissory notes, orders, bills, direction or receipts are signed in accordance with the mandate other than orders or instructions governed by clause 14 in the section headed Electronic Banking Services.
5. Provided that our account is a personal account to issue Automated Teller cards to each of us on application provided the relative application form is signed by us in accordance with the stipulation made by us in 4 above.
6. To make a request in accordance with the mandate any advance to us by way of loan or overdraft or discount or any manner howsoever with or without security.
7. To deliver upon instructions given in accordance with the mandate any securities, deeds, boxes and articles and their contents, and property of any description held in our joint names.

8. To accept (at the Bank's sole discretion) given in accordance with the mandate, any stop cheque instruction in cases where one of us has lost a cheque or in any such circumstances in which it shall be allowed by law and agreed to by the Bank. Should the Bank accept such instruction we understand that the Bank may only do so after we have provided to the Bank an indemnity in such form as the Bank may require.
9. In the absence of any written instructions to the Bank to the contrary given in accordance with the mandate all accounts subsequently opened shall be operated and dealt with upon terms set out above in so far as the same may be applicable.
9. We agree that any liability whatsoever incurred to the Bank by us in respect of the foregoing shall be joint and several.

## **Standing Instructions**

The Terms and Conditions set forth herewith govern standing instructions and are in addition to any other agreements, account documentation and the Bank's General Terms and Conditions for the operation of the accounts.

1. The Customer shall ensure sufficient funds are retained in the account to enable the Bank to meet any standing instruction on the account on the due date.
2. The Bank reserves the right to determine the priority of any standing instruction against cheques presented or any other existing arrangements made with the Bank.
3. If any standing instruction is inactive for two consecutive months or is rejected for insufficient funds in the account, the Bank may terminate the

standing instruction without any advice to the Customer.

4. The Bank may terminate any standing instruction as to future payments at any time after being advised by the beneficiary/beneficiaries of that standing instruction that no further payment is required.
5. A nominal charge will be levied for the initial setting up or amendment of a standing instruction. This charge does not include the incidental postage, stamp duty and/or telex charges which may also be applicable as per the Bank's Standard Tariff of Charges in force from time to time. The Bank may also at its discretion, levy a charge on each standing instruction payment not effected for lack of funds.
6. If the account has insufficient funds the Bank is not obliged to advise the Customer. It may nevertheless exercise its discretion to remit payment under the standing instruction in which case, the Customer must cover the overdraft immediately or in the alternative, may or may not choose to execute the standing instruction at a later date.
7. Any amendments or cancellations will not (unless otherwise agreed by the Bank) be effective unless received by the Bank at least five working days before the next activation of the standing instruction.
8. Neither the Bank nor its branches, correspondents or agents are responsible for any loss, delay, error or omission arising out of any mode of communication used for effecting transfers under standing instructions.
9. Amounts paid by the Bank in respect of variable payments reflect the amount recorded by the Bank's computer system as having been entered by the

Customer, subject to the maximum limit in force at the time.

## **Telegraphic Transfers, Demand Drafts and Cashier Orders**

The Terms and Conditions set forth herewith govern requests for fund transfers and are in addition to any other agreement, account documentation and the Bank's General terms and Conditions for the operation of the accounts.

1. The Bank is at liberty to send the telegraphic transfer either literally or in cipher and the Bank and its branches, correspondents or agents accept no responsibility for any loss, delay, error, omission, or mutilation which may occur in the transmission of the message or for its misinterpretation when received.
2. In the absence of any specific instructions to the contrary the telegraphic transfer/demand draft will be affected/issued in the currency of the country in which payment is to be made.
3. The cashier order is drawn on the Bank and is payable at par when presented to any one of our branches in Oman.
4. All charges incurred outside Oman are for the account of the beneficiary unless specified by the applicant.
5. The Bank reserves the right to draw this telegraphic transfer/demand draft on a different place from that specified by the remitter if operational circumstances so require.
6. Telegraphic transfer will be affected with SPOT value (two business days after the deal date). Applications for same day value will be handled at the discretion

of the Bank, subject to the time the applications is received, the cut-off times related to the geographic location of the destination, and additional charges.

7. It is understood that neither you nor your Branches or correspondent are responsible for any delay, mistake or omission caused by telegraphic or postal authorities and that in the event if this draft/cashier order is lost or stolen the Bank is not liable for immediate refund.
8. The Bank reserves the right not to process or delay processing the telegraphic transfer/demand draft/cashier order without any liability on the part of the bank, if the Bank is of the opinion that the information given is incomplete, or is not sufficiently clear, or does not meet any act or order of a regulatory authority/Government agency.
9. If the demand draft/cashier order is lost, stolen, or destroyed, the Customer will indemnify the Bank and agree to hold it free and harmless from all liability with respect to the lost, stolen, destroyed demand draft/cashier order if the Bank agrees to issue a replacement draft/cashier order or refund the amount of the draft/cashier order.
10. Purchase by the Bank of a demand draft previously issued by the Bank will be at its discretion and transacted at its buying rate for the currency of the draft.
11. A charge will be made for payment enquiries received where the Bank is not at fault, e.g., refunds, cancellations, amendments, duplicate advices, fate of funds, copies of cleared payments, etc. (a charge will be made per payment instruction).

## HSBC Privacy Statements

To preserve the confidentiality of all information you provide to us, we have adopted the following privacy principles:

1. We only collect information that we believe to be relevant and required to understand your financial needs and to conduct our business.
2. We use your information to provide you with better customer services and products.
3. In terms of the provisions of Article 70 of Royal Decree 114/2000, we have your consent to pass your information to other HSBC Group companies or agents, as permitted by law.
4. We will not disclose your information to any external organisation unless we have your consent or are required by law and have informed you.
5. We may be required from time to time to disclose your information to Governmental or judicial bodies or agencies or our regulators, but we will only do so under proper authority or where required by law.
6. We aim to keep your information up-to-date.
7. We maintain strict security systems designed to prevent unauthorised access to your information by anyone, including our staff.
8. All Group companies, all our staff and all third parties with permitted access to your information are specifically required to observe our confidentiality obligations.

By maintaining our commitment to these principles, we at HSBC will ensure that we respect the inherent trust that you place in us.

## **Third Party Processing and Sharing of Information**

1. In terms of the provisions of Article 70 of Royal Decree 114/2000, the Customer irrevocably agrees that the Bank may at its discretion and for any purpose (including for the purpose of fraud prevention, audit, the provision of services by any third party, debt collection, or if required by any competent government or regulatory body) share any information, details or data relating to the Customer or the Customer's transactions with any member or associate member of the HSBC Group of Companies.
2. The Customer irrevocably agrees that the Bank may transfer or sub-contract the provision of any part of the services provided to the Customer to any third party including to another member of the HSBC Group whether or not that third party operates in another jurisdiction or territory. The Bank shall remain liable to the Customer for any recoverable loss or damage incurred or suffered by the Customer as result of the negligence, breach or default of any such third party, and will require that any such third party will be required to maintain the confidentiality of any such information to the same extent as the Bank.
3. Information about Customers may be processed offshore, in the United Kingdom or elsewhere.

## **General**

1. The Bank reserves the right to vary any of these Terms and Conditions upon notice to the Customer. Use of the Card/Telephone Banking Service or any other service after the date upon which any change to these Terms and Conditions is to have effect (as specified in the Bank's notice) will constitute acceptance without reservation by the Customer of

such change provided that the Customer shall have been notified thereof before such use. Any notice hereunder sent by post will be deemed to have been received by the Customer within 7 days of posting to the address last notified in writing to the Bank by the Customer. Publication of change by such means as the Bank may consider appropriate will constitute effective notice to the Customer.

2. These Terms and Conditions shall be governed by and construed in accordance with the laws for the time being in force or which shall be force in the future in the Sultanate of Oman.
3. The Bank and other members of HSBC Group are required to act in accordance with the laws and regulations operating various jurisdictions which relate to the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions. The Bank may take, and may instruct other members of the HSBC Group to take, any action which it, in its sole and absolute discretion, considers appropriate to act in accordance with all such laws and regulations.

Such action may include but is not limited to: the interception and investigation of any payment messages and other information or communication sent to or by the Customer or on its behalf via the Bank's systems or any other member of the HSBC Group's systems; and making further enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity.

Neither the Bank nor any member of the HSBC Group will be liable for loss (whether direct or consequential and including, without limitation, loss of profit or interest) or damage suffered by any party arising out of:



- (i) any delay or failure by the Bank or any member of the HSBC Group in performing any of its duties under the Account Terms or other obligations caused in whole or in part by any steps which the Bank, in its sole and absolute discretion, considers appropriate to act in accordance with all such laws and regulations; or
- (ii) the exercise of any of the Bank's rights under this clause.

In certain circumstances, the action which the Bank may take may prevent or cause a delay in the processing of certain information. Therefore, neither the Bank nor any member of the HSBC Group warrants that any information on the Bank's systems relating to any payment messages and Communications which are the subject of any action taken pursuant to this clause is accurate, current or up-to-date at the time it is accessed, whilst such action is being taken. Subject to the overriding requirements of any applicable laws and regulations, the Bank will endeavour to notify the Customer of the existence of such circumstances as soon as is reasonably practicable.