

TERMS AND CONDITIONS FOR eFLOOS

These Terms and Conditions apply to eFLOOS Products and services provided by Bank Sohar International in the Sultanate of Oman.

1. DEFINITIONS

“eFLOOS” is a mobile wallet application which can be downloaded by any eligible User having registered and authorized for availing the Services through the Wallet Account

"Wallet Account": means the wallet account registered for and maintained with Bank Sohar International.

"Wallet Account Issuer": refers to Bank Sohar International.

"Call Centre": refers to the customer care telephonic helpline and email provided within eFLOOS mobile application.

“Services”: refers to the mobile application products and services of the Wallet Account made available to the Users as per the Terms.

"User": refers to any person having registered and authorized for availing the Services through the Wallet Account.

“Web Site”: is the merchant page.

“KYC Process”: Know Your Customer process initiated by the eFLOOS mobile application during the customer registration process.

“Payment Gateway”: is an E-commerce application (virtual POS terminal) that authorizes card payments for E-businesses and online retailers. It is the equivalent of a physical point of sale terminal for card-not-present transactions.

“PIN”: is a sequence of numbers created by the User for validating electronic transactions through the Wallet Account.

“OTP”: is a One-time password which consists of chain of numbers/letters sent to the User via SMS and required to be used by the User for verification purposes

2. APPLICATION OF TERMS

These Terms and Conditions form the Agreement between the User and Wallet Account Issuer for availing the Services through the Wallet Account. By registering for the Wallet Account, the User acknowledges and accepts these Terms and Conditions.

The User expressly agrees and acknowledges to have read and understood the Terms and Conditions that govern the Services and be bound by and to comply with these Terms and Conditions.

Further, the User agrees not to use the Services if he does not agree with all the Terms and Conditions and undertakes to complete the KYC Process required by Wallet Account Issuer.

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

3. ELIGIBILITY

The User must be a resident of Oman, GCC or a visitor having a valid Identity document (National ID or passport) and must have attained 18 years of old. For availing the Services, any potential User is upfront required to download and register with the Wallet Account on their mobile phone.

eFLOOS is issued with the profile provided /confirmed by the User at the time of registration and will be associated with the registered mobile number of the User, until and unless updated thereafter in accordance with Terms and Conditions of the Services.

4. SERVICE CHARGES

Charges for the Services provided under the Wallet Account shall be informed upfront to the User within these Terms and Conditions and are available on the Website and mobile application for further reference. Wallet Account Issuer reserves the right to charge or modify charges by giving prior notice and recover from the User such charge for providing Services through the Wallet Account. The User hereby authorizes the Wallet Account Issuer to recover the said charges by debiting the Wallet Account of the User.

5. Simplified KYC & FULL KYC

Customer is able to complete his registration through the mobile application by loading his KYC documents electronically and upon verification and activation, Customer will be eligible for limited wallet limits as KYC process is considered as Simplified, However, if Customers needed to be upgraded for full limits, then his KYC needs to be Fully verified by visiting physically the Wallet Account Issuer to submit the physical KYC documents.

6. MOVING FUND

By agreeing to these Terms and Conditions, User authorizes Account Wallet Issuer to move funds from User debit card to User Wallet Account when User performs "Add Money" transaction through Payment Gateway. By agreeing to these Terms and Conditions User authorizes Wallet Account Issuer to debit User Wallet Account for the respective transactions and charges and according to the clause 4.

7. User Complaints

In case the User faces any difficulties operating/accessing eFloos, he/she must refer to the "contact us" button within the application to resolve any outstanding technical matter.

8. UNAUTHORISED ACCESS

Security and privacy of the credentials and security codes of the User as well as the User's device through which the User accesses the eFLOSS is the responsibility of the User exclusively. The User shall not disclose the PIN (Login credential to eFLOOS) and/or OTP (One Time Password) and/or security question(s) to any person.

If the User fails to observe any of the security procedures, he/she may incur liability for unauthorized use. Where the User uses the Wallet Account for any purpose which is illegal, improper or which is not authorized under these Terms and Conditions, the Wallet Account Issuer shall have the right to disable the Wallet Account.

The User should not leave his mobile device unattended while logged on to eFLOOS mobile wallet application for security reasons and to prevent unauthorized access to the Wallet Account.

The User is responsible for ensuring the device used to access the eFLOOS application is safe and free from any virus.

The User has to contact immediately the eFLOOS customer service if the device or authentication credentials have been lost, compromised or stolen or if an unauthorized person has used or may use the User's credentials without authorization.

For security reasons and in order to prevent an unauthorized access, eFLOOS application will:

- Lock the access after 3 invalid login attempts
- Request for an answer to security question in case of change device or change PIN

8. TERMINATION

The User may terminate this Agreement and close the Wallet Account by contacting the Call Centre at any time and removing the mobile application from User's mobile phone. The User shall remain responsible for any transactions made through the Wallet Account until such termination.

Wallet Account Issuer has the right to terminate, change these Terms and Conditions or add or delete any items, at any time. Wallet Account Issuer will provide notice if required by law.

The User accepts and understands that it is his / her responsibility to refer to the updated Terms and Conditions on the Website or mobile application and will have no right to make any claim against the Wallet Account Issuer due to lack of his / her notification or consent to the changes made to the Terms and Conditions.

In case of terminating this agreement and there is a balance in the customer's wallet, the following actions to be taken in order to cash out the remaining balance:

Customer who didn't perform any transactions in the last 3 months will be considered as INACTIVE and customer's wallet status will be "INACTIVE", whereas he needs to call eFloos call center to activate his wallet.-

- Customer who didn't perform any transactions in the last 6 months will be considered DORMANT and customer's wallet will be terminated by the Wallet Account Issuer.

- In case of termination made by Wallet Account Issuer, no cash out fees will be applied.
- In case of customer's decision to terminate, then cash out fees of 500 baisa will be applied.
- Customer may suggest to P2P the remaining balance or
- Visit Wallet Account Issuer branches (dedicated branches will be acknowledged) for cash out

9. WARRANTIES

The Wallet Account Issuer does not warrant that access to the Wallet Account and/or Services shall be uninterrupted or error free. The Wallet Account Issuer does not warrant, and shall not be responsible for any losses occur due to, failure of operational systems or any technical issues. Wallet Account Issuer may also provide links on its website to the websites of other companies, whether affiliated with or not. Wallet Account Issuer cannot give any undertaking that Products or Services User avails from the third party sellers through Wallet website or mobile application will be of satisfactory quality, and any such warranties are DISCLAIMED by Wallet Account Issuer absolutely. This DISCLAIMER does not affect User statutory rights against the third party seller.

10. CHANGE OF TERMS

The Wallet Account Issuer shall have the sole discretion to change, modify or otherwise alter these Terms and Conditions at any time. Unless otherwise indicated, any amendments will become effective immediately after notification through the mobile application or website. User needs to review these Terms and Conditions periodically. User continued use of the Wallet following posting of changes and/or modifications will constitute User acceptance of the revised Terms and Conditions.

11. PRIVACY

User needs to review Wallet Account Issuer Privacy Policy which also governs User visit to the Wallet Account.

Wallet Account Issuer will not be responsible of any loss or damage of the User's mobile device data through using the mobile Wallet application.

12. PROPRIETARY RIGHTS

The User acknowledges that the underlying software required for accessing the Wallet/availing the Service/s are the legal property of the respective Wallet Account Issuer. The permission given by the Wallet Account Issuer to access the Wallet Account/avail the Service/s will not convey any proprietary or ownership rights in such software. The User shall not attempt to modify, translate, disassemble, decompile or reverse engineer the underlying software or create any derivative product based on the software.



eFLOOS logo is a trademark and property of the Wallet Account Issuer. Infringement of any intellectual property is strictly prohibited.

13. Disclaimer:

"The products and services referred to herein are subject to the terms and conditions governing them as specified by the Wallet Account Issuer from time to time at the website of the Wallet Account issuer or mobile application. Nothing contained herein shall constitute or be deemed to constitute an advice, invitation or solicitation to purchase any products/services of the Wallet Account Issuer. Our relationship is governed exclusively by these terms & conditions and no presumption of any relation other than that contemplated by this document shall be presumed or exist. "