



## MOBILE APPLICATION TERMS OF USE

By clicking on the "Agreed" button below you agree to these terms which will bind you.

If you do not agree to these terms, click on the "Not agreed" button.

### 1 What is in these terms?

1.1 This document sets out the terms and conditions ("**Terms**") under which AI Omaniya Financial Services SAOG ("**we**", "**us**" or "**our**") permit an individual ("**you**" or "**your**") to use our AI Omaniya Financial Services SAOG mobile application (the "**Application**").

1.2 These Terms form an agreement and will apply between you and us.

### 2 Who we are and how to contact us

2.1 We are a company registered in the Sultanate of Oman ("**Oman**") with licence number 1552023 and have our registered office at P.O. Box 1087, P.C. 114, Jibroo, Muscat, Sultanate of Oman.

2.2 To contact us, please email [support@aofs.co.om](mailto:support@aofs.co.om) or phone 24724700.

### 3 By using our Application you accept these Terms

3.1 By using our Application, you accept these Terms and our Privacy Policy and agree that you comply with them. If you do not agree to these Terms, you must not use our Application. We recommend that you print a copy of these Terms for future reference.

3.2 You are also responsible for ensuring that all persons who access our Application through your internet connection are aware of these Terms and other applicable terms, and that they comply with them.

### 4 Your privacy and data

4.1 We only use any personal data we collect through your use of the Application and the services in the ways set out in our privacy policy which is available for you to view here: [www.aofsoman.com](http://www.aofsoman.com) ("**Privacy Policy**").

4.2 Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the Application or any service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

4.3 Certain services will make use of location data sent from your devices. You can turn off this functionality at any time by turning off the location services settings for the Application on the device. If you use these services, you consent to us and our affiliates'



and licensees' transmission, collection, retention, maintenance, processing and use of your location data and queries to provide and improve location-based products and services. You may stop us collecting such data at any time by turning off the location services settings on your device.

## **5 We may make changes to these Terms**

We may amend these Terms from time to time. These Terms were most recently updated on **23 February 2023**. We will publish any updated versions of the Terms on the Application.

## **6 We may transfer our rights and obligations to someone else**

We may transfer our rights and obligations under these Terms to another organisation. We will always tell you through our digital channels if this happens and we will ensure that the transfer will not affect your rights under the Terms.

## **7 Acts beyond our control**

To the extent permitted by law, we will not be liable to you for any loss or damage (whether direct, indirect or consequential), nor be at fault under these Terms, for failure to observe or perform any of our obligations for any reason or cause which could not, with reasonable diligence, be controlled or prevented by us, or which were outside our reasonable control. These causes include, but are not limited to acts of God, acts of nature, acts or omissions of governments or their agencies, strikes or other industrial action, fire, flood, storm, riots, power shortages or failure, sudden and unexpected system failure or disruption by war or sabotage, and other acts or omissions of third parties.

## **8 Application Terms**

**8.1** You understand and agree that your use of the Application is subject to you agreeing to and complying with these Terms. Should you at any time whilst using the Application, no longer agree with these Terms, you should stop using the Application and delete it immediately.

**8.2** Our Application is directed to people residing in Oman and we do not represent that content available on or through our Application is appropriate for use in other locations.

## **9 Your access to the Application**

**9.1** You are entitled to access the Application through your Apple iOS or Android personal devices. You will be assumed to have obtained permission to download and use the Application from the owner of the personal device that you use to access the Application, if you do not use your own.



- 9.2 From time to time, updates to the Application may be issued through the Apple App Store or Google Play Store. Depending on the update, you may not be able to use the Application until you have downloaded or streamed the latest version of the Application.
- 9.3 By using the Application, you consent to us collecting and using technical information about the personal device that you use and related software, hardware and peripherals where use of the Application is internet-based or wireless, to improve our Application and your use of it.
- 9.4 We are not responsible for any data usage, roaming or other charges you incur when accessing the internet through your personal or other device.
- 9.5 We may suspend, restrict or end your access to the Application where:
- 9.5.1 we reasonably believe that your security details have not been kept safe;
  - 9.5.2 we reasonably suspect that your security details have been used fraudulently or without your permission;
  - 9.5.3 we believe it is appropriate in order to protect your account; and/or
  - 9.5.4 you have acted in breach of any of these Terms.
- 9.6 You must be at least 18 years of age to accept these Terms and use the Application.

## **10 You must keep your account details safe**

- 10.1 If you choose, or you are provided with, security details to access the Application, you must treat such information as confidential. You must not disclose this information to any third party. We will not be responsible if you share any of your security details to access the Application with a third party and suffer loss or damage as a result.
- 10.2 If you know or suspect that anyone other than you knows your security details, you must promptly notify us at support@aofs.co.om or phone 24724700.

## **11 Services provided through the Application**

- 11.1 You may have access to the following services when using the Application:
- create and manage your profile;
  - Two-point user authentication with OTP passcode verification;
  - an EMI loan calculator;
  - applying for new loans from our range of loan products;
  - track your loan applications and their progress and review your loan history with us;



- update KYC (Know Your Customer) documents;
- upload supporting documentation to help process your loan applications; and
- request to view your statements, vehicle release letters, and NOC letters and track your service requests.

11.2 For the avoidance of doubt, these Terms relate only to your use of the Application and do not apply to any loans of other services which we may provide to you. Any loans or other services we provide you shall be subject to separate terms and conditions. These Terms do not vary, alter, or diminish our respective obligations under any loan or other agreement we may enter into with you.

11.3 We reserve the right to change the functionality and/or services provided through the Application.

11.4 The addition of new services to the Application, including financial and non-financial services, features and products, will be at our sole discretion.

11.5 Most content and some of the features on our Application are made available to you free of charge, however fees may be incurred by you for various services provided on the Application including, but not limited to, subscription fees, transaction fees and statement download fees. You will be notified of any fees that you will incur prior to signing up for such services when using the Application where fees are incurred. Notwithstanding any fees paid we reserve the right to terminate access to certain areas or features of the Application at any time for any reason, with or without notice.

## 12 How you may use material on our Application

12.1 We are the sole owner or the lawful licensee of all the rights in our Application, and in the material published on it. Those works including trade secrets and intellectual property rights protected by copyright laws and treaties around the world. All such rights are reserved. We grant you a non-exclusive licence to use the Application on yours (or others') personal devices subject to these Terms and the Privacy Policy.

12.2 You agree:

12.2.1 not to copy the Application except where such copying is incidental to normal use of the Application or where it is necessary for the purpose of back-up or operational security;

12.2.2 not to rent, sub-license, loan, translate, merge, adapt, vary or modify the Application;

12.2.3 not to make alterations to, or modifications of the Application or any part of it;



- 12.2.4 not to disassemble, decompile, reverse-engineer or create derivate works based on the Application;
  - 12.2.5 not to use any part of the content of the Application for commercial purposes without obtaining a licence from us; and
  - 12.2.6 to acknowledge our status as the authors of content on our Application on copies of the Application on any medium.
- 12.3 If you, by act or omission, breach any of these Terms relating to the material on our Application, your right to use our Application will cease immediately and you must, at our option, return or destroy any offending copies of the Application.

### **13 Third-party website links**

There may be links to third-party websites on our Application; such third-party sites are not under our control and we are not responsible for and do not endorse their content or their privacy policies. You will be responsible for making your own independent judgement regarding your use of third-party sites.

### **14 No text or data mining, or web scraping**

- 14.1 You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our Application or any services provided when using, or in relation to, our Application. This includes using (or permitting, authorising or attempting the use of):
- 14.1.1 any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the Application or any data, content, information or services accessed via the Application; and
  - 14.1.2 any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

This Paragraph shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the Applicable Laws and Regulations.

- 14.2 This Application, its content and any services provided in relation to the same are only targeted to, and intended for use by, retail and corporate individuals located in Oman. You may be able to access, view or make use of this Application and any related content and services outside of Oman, however we do not guarantee and shall not be responsible for any such use of the Application by you outside Oman. We make no representation or warranty as to the Application's suitability or availability outside Oman.

**15 Do not rely on information on this Application**

Although we make reasonable efforts to update and ensure the accuracy of the information on our Application, we make no representations, warranties or guarantees, whether express or implied, that the content on our Application is accurate, complete or up to date. If you have any concerns regarding the information set out regarding your account, or any other information provided to you when using the Application, please call us at 24724791 or 24724700, or email Customer Support at support@aofs.co.om.

**16 Our responsibility for loss or damage suffered by you**

16.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors.

16.2 The Application is provided "AS IS" and "AS AVAILABLE". We disclaim all warranties, express, implied or statutory, including the implied warranties of merchantability, fitness for purpose and non-infringement. In no way do we warrant the quality, suitability or availability of the Application or that the Application is uninterrupted or error-free. You agree that the entire risk arising out of your use of the Application remains solely with you to the maximum extent permitted under Applicable Laws and Regulations.

16.3 We expressly disclaim liability arising from the unauthorised use of your account. In the case that you suspect unauthorised use of your account, you agree to notify us immediately.

16.4 We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

16.5 You agree to indemnify us:

16.5.1 for any erroneous financial transactions performed or facilitated through the Application arising out of any inaccurate information provided by you as part of processing the relevant transaction;

16.5.2 against all claims, costs, damages, expenses (including legal fees) incurred by us arising out of and/or in connection with any breach by you of any of these Terms, including any use of the Application other than in accordance with these Terms; and

16.5.3 against all losses, liabilities or damages which may occur as a result of unauthorised access by any individual or party in the event of your security information becoming known to another individual or a third party.

**17 We are not responsible for viruses and you must not introduce them**

17.1 While we use reasonable efforts to ensure that the Application is free from viruses and other malicious content, we do not guarantee that our Application will be secure or free



from bugs or viruses nor do we assume responsibility for any damage to, or viruses that may infect, your computer equipment or other property on account of your access to the Application.

17.2 You are responsible for configuring your information technology, computer programmes and platform to access our Application and should use your own virus protection software. We will not be liable for any loss or damage in the event that your device is compromised.

17.3 You must not misuse our Application by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Application, the server on which our Application is stored or any server, computer or database connected to our Application. You must not attack our Application via a denial-of-service attack or a distributed denial-of-service attack. We will report any breaches of this paragraph to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Application will cease immediately.

## 18 **Our trade marks are registered**

The AOFS Logo and Brand Names are registered in Oman with the Ministry of Commerce and Industry – Intellectual Property Department and are trademarks of AI Omaniya Financial Services SAOG. You are not permitted to use them without our approval, unless they are part of material you are using as permitted under Paragraph 12.

## 19 **We may make changes to our Application**

We may update and change our Application from time to time to reflect changes to our services, your needs and our business priorities, without notice to you.

## 20 **We may suspend or withdraw our Application**

We do not guarantee that our Application, or any content on it, will always be available or uninterrupted. We may suspend, withdraw or restrict the availability of all or any part of our Application for business and operational reasons at any time. We will try to give you reasonable notice of any suspension or withdrawal of the Application.

## 21 **Which country's laws apply to these Terms and any disputes?**

21.1 You should note that these Terms, their subject matter and their formation, are governed by the laws of Oman. You and us both agree that the courts of Oman will have exclusive jurisdiction over any disputes.

21.2 Any reference to "**Applicable Laws and Regulations**" shall be a reference to the laws of Oman as are in force from time to time.