



سوق مسقط للأوراق المالية  
Muscat Securities Market

Disclaimer

Welcome to <https://www.msm.gov.om/> (the "Website"). The Website is owned and operated by Muscat Securities Market(MSM), a government entity, which was established by the Royal Decree (53/88) issued on 21 June 1988 to regulate and control the Omani securities market , whose registered at PO Box 3265, pc 112 Muscat , Sultanate of Oman (the "Exchange").

As a private user and casual browser of the Website, you agree to abide and be bound by the following terms and conditions (the "Terms") that will apply to your use of the Website. By completing the registration form and by entering your email address and password, you will be deemed to have accepted all these Terms and be a registered private user.

## 1. REGISTRATION

1.1 You may only register as a private user of the Website. By agreeing to these Terms, you confirm that you are a person over the age of twenty one (21) and are using the Website for the purpose of managing your own personal investments and not for any business purpose, nor for the purpose of giving any form of advice to any other person.

1.2 Where any part of the Website requires you to register in order to use it, you are obliged to provide accurate and complete registration information. It is your responsibility to update and maintain any changes to that information by altering your details as appropriate.

1.3 Each registration is for a single user only. On registration you are required to enter an email address and password. We do not allow (i) any other person to share your email address and/or password or (ii) access through a single user name and password being made available to multiple users on a network.

1.4 Access to registration areas is via your personal email address and password. The Exchange shall allow you access to use registration areas of the Website on the basis that:

1.4.1 your email address and password are personal to you and may not be used by anyone else;

1.4.2 you will not do anything to assist anyone who is not a registered user to gain access to any registration area of the Website;

1.4.3 you will not contract for, receive, distribute or use any information or data on the Website on behalf of any other person;

1.4.4 you do not maliciously create registration accounts for the purpose of abusing functionality of the Website, or other users, nor do you seek to pass yourself off as another user;

1.4.5 you do not use any information or data on the Website for any illegal purpose; and

1.4.6 you comply at all times with the Terms.

1.5 When you register to use the Website, you will be obliged to check a box indicating that you are accessing the data on the Website for your personal use and that you have read, understood and accepted the Terms. You will not be allowed to complete your registration unless you indicate your acceptance of the Terms and any other terms and conditions that may apply.

1.6 The Exchange retains the absolute right to prevent you from accessing the Website, without prejudice to any of our accrued rights, where the Exchange, at our sole discretion, consider that you are contravening the acceptable use policy set out below or any other term or condition of these Terms.

1.7 MSM may require payment of Fees for the information and services provided under this Terms and Conditions without prior notice.

## 2. PRIVACY POLICY

2.1 The Exchange is registered as a data controller in accordance with Omani capital market Law, We will process any personal information we collect about you in accordance with these laws.

2.2 This Privacy Policy applies to you whether you use the Website as a casual browser, have registered to use the Website or have entered into a contract with the Exchange in relation to the supply of specific services and/or products.

2.3 We will not collect any personal information about you from your browsing of the Website unless you agree to collection and use of your personal data.

2.4 Information collected when you become a customer of the Exchange when you enter into a contract with us for our services or products, you may be asked to submit personal information about yourself in order to receive or use these services or products. This information may include, for example, your name, address, job title, telephone number, email address and financial information necessary to conclude the contract and enable administration and management of such services or products. We will only collect information that is necessary for us to provide you with the product or service that you have requested. The type of information that we may collect will depend upon the nature of that service or product.

2.5 Where we collect personal information, we will use it for administration and to tailor our service and/or products to match your needs. We may also use personal information to conduct market research surveys, for statistical analysis to determine site usage, to run competitions and for direct marketing purposes relating to our business.

2.6 We may employ the services of a third party to help us in certain areas, such as website hosting, marketing and market researching. In some cases that third party may receive your information. However, at all times we will control and be responsible for the use of your information.

2.7 At all times we are legally obliged to collect, retain and process any personal information that you provide in accordance with the Oman laws .

2.8 We will hold your personal information securely and will only keep it for as long as is reasonably necessary in the circumstances you are registered to use the Website or for as long as you use the service that you have requested, unless you have provided us with your consent to use the data for any additional purposes. We take the security of the Website and the information you provide very seriously and we will take all appropriate technical measures using recognized security procedures and tools in accordance with good industry practice to protect your personal information.

2.9 Whilst we use all reasonable endeavours to protect your security in the manner described above, we consider that it is only appropriate to advise users that data transmission over the Internet and the World Wide Web cannot always be guaranteed as 100% secure, and therefore that you use the Website at your own risk.

2.10 If we make any changes to this Privacy Policy these changes will be detailed on this page in order to ensure that you are fully aware of what information is collected, how it is used and under what circumstances it will be disclosed.

2.11 This Privacy Policy applies only to information collected by this Website. The Website may contain links to other websites. Please be aware that we are not responsible for the privacy policies of such other sites and we would advise you to read the privacy statement of any website that collects personal information from you.

### 3. ACCEPTABLE USE POLICY

3.1 You acknowledge that all material on the Website and any material sent to you by e-mail and any other form from the Website or in any way relating to the Website including without limitation text, data, graphics, photographs, illustrations, artwork, names, logos, trademarks, service marks and information belongs to the Exchange.

3.2 You agree to abide by all applicable laws, regulations and codes of conduct and ensure that any Content uploaded or distributed or stored by you does not infringe the rights of others.

3.3 In accessing the Website, you agree not to:

3.3.1 impersonate anyone or use a false name or a name you are unauthorized to use or create a false identity or e-mail address or try to mislead others as to the identity or origin of any communications;

3.3.2 Modify, access or make available data stored on a computer device which you have accessed through our network;

3.3.3 make available or upload files that contain software or other material, data or information not owned or licensed to you or collect information about others (e.g. names/addresses) without their prior consent;

3.3.4 damage, interfere with or disrupt access to the Website or do anything which may interrupt or impair functionality;

3.3.5 make any commercial or business use of the Website or resell or commercially benefit from any part or aspect of the Website;

3.3.6 publish, post, distribute, disseminate or otherwise transmit defamatory, offensive, infringing, obscene, indecent or other unlawful or objectionable material or information;

3.3.7 Threaten, harass, stalk, abuse, disrupt or otherwise violate the rights (including rights of privacy and publicity) of others;

3.3.8 make available, upload or distribute by any means any material or files that contain any viruses, bugs, corrupt data, "Trojan horses", "worms" or any other harmful software;

3.3.9 Falsify the true ownership of software or other material or information contained in files made available via the Website; and

3.3.10 obtain or attempt to obtain unauthorised access, through whatever means, to the Website, other services or computer systems or areas of our or any of our partners' networks.

3.4 The Exchange reserves the right to remove any information/material without notice, and without prejudice to any other accrued rights, and/or to make available such information/material when required to do so by law or when requested to do so by regulatory bodies or law enforcement organisations.

### 4. LIABILITY

4.1 The Exchange attempts to ensure data and content on the Website is accurate, however whilst the Exchange hopes the Website is of benefit to users, there is no charge for provision of data and the Exchange can only devote limited resources to the Website and any data. Content is only made available "AS IS" and on an "AS AVAILABLE" basis and may not always be accurate or up to date. Content may or may not have been prepared by the Exchange but is made available without responsibility on the part of the Exchange. The Exchange does not guarantee the accuracy, timeliness, completeness, performance or fitness for a particular purpose of the Website or any of the content. No

responsibility is accepted by or on behalf of the Exchange for any errors, omissions, or inaccurate content.

4.2 No action should be taken or omitted to be taken in reliance upon any content. We accept no liability for the results of any action taken on the basis of the any content.

4.3 You agree that the Exchange has no control over third party content and information which can be accessed using the Website and that we do not examine or edit the use to which you or others put the Website or the nature of the any content being accessed and that the Exchange is excluded from all liability of any kind arising from any such content.

4.4 We take steps as are reasonably necessary to provide a fast and reliable service, but exclude to the fullest extent permitted by law any liability for the security of the services on the Website or for any disruption of the Website however caused, loss of or corruption of any material in transit, or loss of or corruption of material when downloaded onto any computer systems.

4.5 Unless otherwise stated, the Exchange makes no warranty whatsoever whether implicit or explicit as to any goods or services purchased or obtained or offered to you through use of the Website, whether accessed directly or otherwise.

4.6 Statutory rights of yours which may not be limited or excluded as a matter of law are unaffected by the Terms, provided that to the extent permitted by applicable law, the Exchange expressly disclaims all liability howsoever arising whether in contract, tort (or deceit) or otherwise (including, but not limited to, liability for any negligent act or omissions) to any person in respect of any claims or losses of any nature, arising directly or indirectly from: (i) anything done or not done and in respect of the consequences of anything done or omitted to be done wholly or partly in reliance upon the whole or any part of any content on the Website; and (ii) the use of any data or materials on this Website or unauthorized access to this Website or otherwise.

4.7 Without prejudice to Clause 4.6, the Exchange shall not be liable under or in connection with the Terms, or any collateral contract, for any loss of income, loss of actual or anticipated profits, loss of business, loss of contracts, loss of goodwill or reputation, loss of business, loss of anticipated savings, loss of, damage to or corruption of data, or for any indirect or consequential loss or damage of any kind, in each case howsoever arising, whether such loss or damage was foreseeable or in the contemplation of the parties and whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, indemnity or otherwise.

4.8 Without prejudice to Clause 4. These Terms and Conditions are subject to the Website's Disclaimer.

## **5. NO INVESTMENT ADVICE**

5.1 The Website and any content is not offered as an advice on any particular matter and must not be treated as a substitute for specific advice. In particular, any content does not constitute professional, financial or investment advice and must not be used as a basis for making investment decisions and is in no way intended, directly or indirectly, as an attempt to market or sell any type of financial instrument. Advice from a suitably qualified professional should always be sought in relation to any particular matter or circumstances.

5.2 The Exchange does not conduct investment business with private customers and accordingly services and products mentioned or referred to in any advertisements on this Website are not available to such persons via the Exchange. Please note that the provision of investment services may be restricted in certain jurisdictions. You are required to acquaint yourself with any local laws and restrictions on the usage of this Website and the availability of any services described therein. The information on this Website is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution would be contrary to local law or regulation.

5.3 The contents of this Website do not constitute an invitation to invest in shares of the Exchange, or constitute or form a part of any offer for the sale or subscription of, or any invitation to offer to buy or subscribe for, any securities or other financial instruments, nor should it or any part of it form the basis of, or be relied upon in any connection with any contract or commitment whatsoever.

## **6. LINKS TO THIS AND OTHER WEBSITES**

6.1 You may not frame, link or deep-link this Website to any other website without the Exchange's prior written consent. Should you wish to frame or to set up a link / deep-link to our Website please contact MSM.

6.2 The Exchange is not responsible for any third party website or website content (including, without limitation, any advertising appearing therein) which can be accessed through this Website. The Exchange includes links to other websites for information purposes only and makes no representation whatsoever about any such link, website or content.

## **7. COPYRIGHT, TRADEMARKS AND INTELLECTUAL PROPERTY RIGHTS**

7.1 MSM will retain the Intellectual Property Rights contained in the Information.

## **SOFTWARE AND SECURITY**

8.1 The Exchange is not responsible for any technical or other issues that may arise if you download software from an external third party website (e.g. Acrobat Reader) or upgrade your browser software to enhance your usage of the Website.

## **9. CHANGES**

9.1 The Exchange reserves the right to make changes to any part of the Website. Due to the Exchange's policy of updating and improving the Website, it may therefore be necessary to change the Terms from time to time. If you wish to access the Website after we have published such changes, you may be asked to look at and agree to the new Terms before you are able to access the Website. If you do not agree to be bound by the new Terms, you shall not be able to access the Website again as a registered user

## **10. TERMINATION**

10.1 We may terminate the provision of any or all of the data, content or Website or restrict your access to the Website without any prior notice to you where (by way of example and without limitation): (i) there is a regulatory or statutory change limiting the Exchange's ability to provide some or all of the Website; (ii) any event beyond our reasonable control prevents the Exchange from continuing to provide the Website (for example, without limitation, technical difficulties, capacity problems and communications failures); or (iii) the Exchange considers in its sole discretion that you are abusing the services provided by the Website or are otherwise acting in breach of these Terms.

## **11. GENERAL**

11.1 Although the Exchange will do its best to provide constant, uninterrupted access to the Website, the Exchange cannot guarantee this. The Exchange accepts no responsibility or liability for any interruption or delay in your access and use of the Website.

11.2 You may not assign, sub-license or otherwise transfer any of your rights under these Terms.

11.3 If any part of these Terms is found to be invalid by any court having competent jurisdiction the validity of the remaining terms will be unaffected.

11.4 The failure of either party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to the Terms does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that party's right later to enforce or to exercise it.

11.5 The Terms contain all the terms agreed between the parties regarding its subject matter and supersede any prior agreement, understanding or arrangement between the parties, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to the Terms except as expressly stated in the Terms. Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into the Terms (unless such untrue statement was made fraudulently or was as to a fundamental matter including as to a matter fundamental to the other party's ability to perform its obligations under the Terms) and that party's only remedies shall be for breach of contract as provided in the Terms.

11.6 Provisions of the terms which either are expressed to survive its expiry or termination or from their nature or context it is contemplated that they are to survive such termination, shall remain in full force and effect notwithstanding such expiry or termination.

11.7 The relationship of the parties is that of independent contractors dealing at arm's length. Except as otherwise stated in the Terms, nothing in the Terms shall constitute the parties as partners, joint venture's or co-owners, or constitute either party as the agent, employee or representative of the other, or empower either party to act for, bind or otherwise create or assume any obligation on behalf of the other, and neither party shall hold itself out as having authority to do the same.

## 12. CHOICE OF LAW AND JURISDICTION

12.1 These Terms shall be governed by and construed, in accordance with the laws and regulations of the **Sultanate of Oman**. All disputes arising out of or in connection with these terms shall be finally and exclusively settled in accordance with **Oman Arbitration Law** issued by Royal Decree No. 47/97 and its amendments. The language of the proceeding shall be English. The award rendered in any such arbitration commenced hereunder shall be final and conclusive, and enforcement thereof may be entered in any Omani commercial court or authority having jurisdiction for its enforcement.