



# Terms and Conditions for Retail Accounts

Please read the following Terms carefully. The availing of all banking services and facilities offered by us is conditional upon your acceptance of these Terms, as amended from time to time at our absolute discretion.

## 1. Definitions & Construction

### 1.1 Definitions

Unless the context requires otherwise in these Terms, the following terms shall have the following meanings:

**“Accolades Programme” or “CB Reward”** means the loyalty program operated by us for Credit Cards and includes any successor programme.

**“Account”** means any of your bank accounts held with us including but not limited to Current Account, Savings Account, Minor Accounts, flexible accounts, notice accounts and fixed/ time deposit accounts.

**“Agency”** means any third party service provider appointed by us to provide incidental services under the Channels, including but not limited to telecommunications.

**“Application”** means any application form completed by you for the purpose of opening Accounts, Cards and / or the availing of Channels or Facilities and to which these Terms relate. The Application shall be deemed to include these Terms.

**“Banking Hours”** means the hours during which we are open for general business on a Business Day.

**“Benefit Campaign”** means the Balance Transfer facility, Cash Advance facility, Payment Holiday Programme, Bonus Approval Programme and any other banking services campaign launched by us from time to time.

**“Biometric Authentication”** shall mean an identity authentication method in which your biometric information, including but not limited to your fingerprint or voice, is stored on your electronic device in advance for the Bank to use as a means of identification.

**“Bonus Approval Programme”** is the programme offered by us whereby you may get a temporary credit limit over and above your existing Credit Limit.

**“Business Day”** means a day on which we are open for general business in the State of Qatar.

**“Cash Advance”** Means withdrawal of money using ATM, Mobile Banking, Retail Banking or manual cash advance through an agent or transferring money via Telex Transfer using any digital channels.

**“Quick Cash”** means a facility offered to Credit Card customers whereby the amount available on the Credit Card may be transferred to a customer’s bank account and paid in monthly instalments.

**“Card Scheme”** refers to a global payment network such as VISA, Mastercard, Diners Club, and NAPS. As a proud member of these networks, we issue a range of cards, including Debit Cards (Visa, Mastercard, and Himyan), Credit Cards (Visa, Mastercard, and Diners Club), and Paycards (Mastercard and Himyan), each operating seamlessly within their respective payment scheme.

**“Cards”** means any Credit Cards and/or Debit Cards and / or Paycards held by you with us from time to time (excluding corporate Credit Cards or cards issued to corporates).

**“Primary Card”** - is the main card associated with an account and the ‘Primary Cardholder’ is the person who opened the account and ultimately responsible for it and all for all charges, transactions, and repayments made on the account.

**“Supplementary Card”** - A secondary Credit or Debit Card issued to the Primary Cardholder in their name or to a family member/trusted individual under the Primary Cardholder’s account. The maximum credit limit / amount available for use is that of the Primary Cardholder, who remains solely responsible for all charges, transactions, and repayments made on the account.

**“Channels”** means Online Banking, SMS Banking, Telephone Banking, M-commerce Service and / or CB Video Relationship Manager, as the context so applies.

**“CB Video Relationship Manager”** means the secure video-interaction channel that can be used to interact with the Bank’s staff to provide instructions, complete applications, submit documents and provide digital signatures through video calling.



**“Civil Law”** means Law No. (11) of the Year 2004 of the State of Qatar.

**“Commencement Date”** means in respect of a Notice Deposit, the date of the initial deposit for the first term and the date immediately following the Maturity Date for each automatic extension.

**“Contactless”** means a payment method to pay for goods and services which uses a near field communications technique (i.e., payment is made by tapping the Card on the Contactless enabled Point of Sale (POS) machine).

**“Credit Card”** means a plastic credit card issued by us to you which may be branded Diners, MasterCard or VISA or any other branded credit card.

**“Credit Card Account”** means the account to which one or more Credit Cards are linked and on which the Credit Card Transactions are billed.

**“Credit Limit”** means your mandated limit for use of the Card and individual Transactions (including cash withdrawals).

**“Credit Card Number”** is the sixteen-digit number imprinted on your Visa / MasterCard Credit Card and fourteen digit number imprinted on your Diners Club Credit Card.

**“Credit Shield Plus Insurance Policy”** means the insurance scheme insuring you against all or part of your liabilities under a Credit Card.

**“CVV”** means the card verification value located on the reverse of a Card.

**“Daily Transaction Limit”** means the daily maximum amount you can withdraw and make purchases through the Online Banking Service or Point of Sale (POS) machines using a Card or payment through Channels.

**“Debit Card”** refers to a card issued by us, Commercial Bank, bearing the logo of VISA, Mastercard, or Himyan, and linked to the customer’s current account or savings account.

**“Debit Card Number”** is the sixteen-digit number imprinted on your Debit Card.

**“Delinquent Card”** means a Credit Card which is overdue or over limit or in collection.

**“Details”** means one or more of the following: Credit Card Number, Debit Card Number, CVV, Password, TPIN Number, PIN Number and/or biometric information.

**“Device”** means the mobile device used to access the Channels.

**“Facility”** means each credit facility provided by us to you.

**“Global Partner”** means those organizations with whom Diners Club International and/or VISA International and / or MasterCard and / or any of their franchises have signed a contract and who have agreed to sell the currencies of their loyalty programme at a prefixed rate to Diners Club International and/or VISA International and / or Mastercard and / or any of their respective franchises.

**“Interest”** means payment from a borrower or deposit-taking financial institution to a lender or depositor of an amount above repayment of the principal sum (i.e., the amount borrowed), at a particular rate. Interest is calculated on a 360-day basis.

**“Instruction”** means a request for information or transaction instruction issued by you to us in connection with an Account and may be issued through any of the Channels.

**“Insurance Provider”** means Qatar Insurance Company or any replacement insurance company approved by us.

**“LPO”** means a Local Purchase Order.

**“M-commerce Service”** means the mobile commerce / mobile banking service provided by us through your Device pursuant to which you may execute or request (through an Instruction) transactions and Account information and receive (through a Response) Account information via a short message service through a mobile phone.

**“Machine”** means, but is not limited to, an automatic teller machine, Point of Sale (POS) machine or any other means through which a customer can affect payment for goods or services.

**“Maturity Date”** means the date falling the number of calendar days after the Commencement Date which equates to the Term.

**“Minor”** means an individual under the age of 18 years.

**“Notice Account”** means a notice account held by you with us.

**“Online Banking Service”** means our internet banking service accessible through the Site.

**“Paycard”** means a card issued by us to an individual upon the request of the Corporate Customer (Individual’s Employer) based on the agreement with the Bank and is linked to the Paycard Account.

**“Paycard Account”** means a bank account provided by us where the only access is permitted through a Paycard.





**“Password”** means the password chosen by you or provided to you by us pursuant to your signup and used for access to one more of the Channels.

**“Payment Holiday Programme”** means the process whereby a customer does not pay the minimum due amount for the month when a payment holiday is effective.

**“PIN Number”** means the security code issued by us and may be used to authorize a Transaction or for the M-commerce service as the context so applies.

**“Qatar Riyals”** and **“QAR”** means the lawful currency of the State of Qatar for the time being.

**“QCB”** means the Qatar Central Bank.

**“Response”** means a response by us to an Instruction issued through a Channel.

**“Rewards Programme”** means the Accolades Programme or any other reward program.

**“Site”** means www.cbq.qa as modified from time to time at our discretion.

**“SMS Banking”** means the service provided by us enabling you to request (through an Instruction) and receive (through a Response) information concerning Accounts via a short message service to a mobile phone and / or device.

**“Statement of Account”** means a periodic statement / written confirmation issued by us in relation to an Account, a Facility or a Card containing details of transactions during the preceding period.

**“Telephone Banking”** means the telephone banking services offered by us enabling you to request and receive information concerning an Account, a Facility or a Card and to issue Instructions by telephone using voice, visual selection or key entries.

**“Term”** means the term of the Notice Account and fixed/time deposit accounts in each case as agreed between you and us calculated in calendar days.

**“Terms”** means these terms and conditions.

**“TPIN Number”** means the number, security code or any other authentication mechanism issued by us to you for Telephone Banking.

**“Transaction”** means any transaction for purchase or sale of shares, stocks, securities, currency or any other financial, fiscal and monetary instrument or banking or other services now

existing or being availed of or hereafter entered into between us and you or to be provided between by us to you.

**“Username”** means the username provided to you by us pursuant to your signup and used for access to one or more of the Channels.

**“We”, “us”** and **“our”** means The Commercial Bank (P.S.Q.C.), our assigns and successors and where the context requires includes any subsidiary or an Agency appointed by us to provide incidental services to you.

**“You”** and **“your”** means our customer or his/her authorized agent.

**Sanctions** means any economic, trade or financial sanctions laws, regulations, embargoes or restrictive measures imposed, administered or enforced from time to time by any applicable sanctions authority (as recognised and implemented by the Qatar Central Bank).

## 1.2 Construction

- a) The clause headings in these Terms are for ease of reference only and shall not be relied upon in the construction, meaning or intention of any provision of these Terms.
- b) The singular includes the plural and, the masculine includes the feminine.
- c) The term person includes a firm, company, corporation, association, partnership (whether or not having a separate legal personality), government, state or agency of a state and in each case shall include their legal successors and permitted assigns
- d) Our rights with respect to any matter conferred under any provision of these Terms shall be in addition to the rights conferred under any other provision of these Terms with respect to the same matter.
- e) Any reference to a party in these Terms shall include a reference to their successor in title and permitted assigns.
- f) Any reference to a law or regulation in these Terms includes any update or replacement of such law or regulation.

## 2. Agreement

- a) The availing of all banking services, Accounts and Facilities offered by us is conditional upon your acceptance of these Terms (on your behalf and on behalf of each of your authorized agents), as amended from time to time in our sole discretion in accordance with the provisions below.





These Terms create legally binding obligations between us and you. These terms are applicable to all new and existing Accounts with effect from the date these Terms appear on our Site.

- b) Operation of any Account including through use of a Channel or a Card on or after the date on which an amendment to the Terms comes into effect will constitute acceptance of such an amendment by you without reservation.
- c) You wish to use the Channels as provided by us and we are willing to make the Channels available to you.

### 3. Account Opening

- a) An Account can be opened by you in the name of one person or jointly in the name of two or more persons.
- b) Approval of eligibility for an Account and Facilities shall be subject to our prevailing policies, criteria and procedures.
- c) We reserve the right to refuse an Application for an Account or any Channels in our absolute discretion and may at our sole discretion, withdraw at any time all rights and privileges pertaining to Accounts or Channels.
- d) You acknowledge that Accounts and Channels, as applicable, have been opened in your name and favour and that all the financial rights pertaining to funds in Accounts are vested in you.
- e) In accordance with QCB regulations, Accounts opened for personal use may not be used for commercial purposes.
- f) Accounts opened with us are subject to various requirements including but not limited to minimum balance requirements. Such requirements are dictated by our criteria and credit policies and limits and may be amended from time to time at our absolute discretion.
- g) You will be issued with periodical electronic Statements of Account which will be sent through e-mail. To receive paper Statements of Account, you must submit a written request in respect thereof and we may levy a charge in our sole discretion.
- h) For all new Accounts opened, you may be required to maintain therein a monthly minimum credit balance. Failing which, we reserve the right to levy a fee for failure to maintain the minimum balance or close the Account at our sole discretion.
- i) All new and existing customers wishing to open new accounts are required to sign a self-certification form as

mandated by FATCA (IRS) as well as CRS (OECD) laws. This applies to all financial institutions in Qatar, and as such, we reserve the right to refuse the opening of new accounts for customers unwilling to sign the self-certification form and provide the required information.

- j) It is your responsibility to inform us in case of any change of circumstance that affects your tax residence status under FATCA/CRS or causes the information provided within the self-certification form to become incorrect or incomplete
- k) In accordance with the Qatar Central Bank regulations, it is prohibited to use your CB accounts for commercial purposes and/ or to use your CB accounts, products and services directly or indirectly for any of the following activities or operations :
  - Exchange between Cryptocurrencies, virtual assets and fiat currencies/banknotes;
  - Exchange between one or more forms of virtual assets;
  - Transferring, trading or dealing in cryptocurrencies, virtual assets;
  - Safekeeping of Cryptocurrencies, virtual assets or instruments that enable control or manage over virtual assets; and
  - Participation in the provision of financial services related to an issuer's offer and/or sale of cryptocurrencies and virtual assets

If you use your banking account(s), products and services for any of the above-mentioned activities, the operations of your account(s) the bank has the absolute authority at its discretion to close the account and notify the concerned authorities accordingly.

### 4. Account Closure

- a) You may close account at any time upon written notice to us.
- b) Closure of the Account will not affect any rights or liabilities prior to closure.
- c) Closure of the Account shall be subject to QCB Circular No. 30/2009 setting out the instructions of the General Authority for Minor Affairs / Estates Department.
- d) We may withdraw all Facilities, off-set funds or securities from your account against any indebtedness to us, and close account and access to Channels at our discretion.
- e) Any cheque presented/drawn after closing the Account may be subject to criminal action against you by the beneficiary of the cheque. The reason for return of such cheques will be marked as insufficient funds.





f) The Current Account shall be closed on the death of a customer or their loss of capacity, bankruptcy, insolvency or arrest.

(g) You shall be responsible to return any cheques that have been issued under the Account before closing such account. Any cheque presented/drawn after closing the Account may be subject to criminal action against you by the beneficiary of the cheque. The reason for return of such cheques will be marked as insufficient funds.

### 5. Current Account and Cheque Book

- a) You may be issued with a cheque book and Debit Card (in each case, where applicable) and may deposit and withdraw convertible currencies; receive payments; undertake transactions; make payment orders; obtain banker drafts and other negotiable instruments; and draw, endorse and negotiate cheques, drafts and other negotiable instruments.
- b) You shall surrender back the cheque book when required by us. Legal proceedings may be taken for non-compliance.
- c) Pursuant to Article 357 of the Civil Law, if you intentionally:
- i. issue cheques against no funds or against insufficient funds;
  - ii. issue cheques but subsequently withdraw the full or part amount from the Account, causing the cheque to be dishonoured;
  - iii. issue cheques but subsequently instruct the drawee to stop payment;
  - iv. issue or sign cheques in a manner that will not permit withdrawal of funds; or
  - v. endorse or deliver cheques knowing that such cheques are unpayable, you may be subject to penalties including imprisonment and fines. You shall pay the cheque amount and any expenses sustained by the beneficiary in accordance with the Civil Law. We may, at our reasonable discretion, recall unused cheques; refuse to issue a new cheque book; close an Account; or register you on the blacklist sent periodically to the QCB.
- d) We may agree to hold cheques at your request and will exercise reasonable care in safekeeping such cheques. We shall not be liable for any loss of or damage except to the extent caused by our gross negligence, willful misconduct or fraud.
- e) We may collect a safekeeping fee in accordance with our Tariff of Charges, which may be amended from time to time

at our absolute discretion. Any such amendment shall be posted on our website and we shall not be bound to notify you individually

### 6. Savings Account

- a) You may be issued with a Debit Card and may make withdrawals from and deposits to the Account.
- b) Any withdrawals from a Savings Account may require personal attendance and valid identification.
- c) At the discretion of us, cheques may be accepted provided that such cheque is drawn in favour of you.

### 7. Paycard Accounts

- a) A Paycard Account may only accessed with the Paycard and charges will be levied to the Paycard Account through using a Machine accepting the MasterCard brand. Other bank charges may apply.
- b) Deposits will be accepted to a Paycard Account through salary payments made through an electronic file by your employer.
- c) Salary Payment or cash will be available to you when the Bank has completed transaction processing.
- d) Paycard Account does not provide access to our branch services.
- e) A handling charge will apply to the Paycard Account for all cash withdrawals from the Paycard at ATMs of other banks from the sixth withdrawal onwards.

### 8. Joint Account

- a) Accounts may be held jointly by two or more customers. A Joint Account with the mandate that each customer must sign shall not use or have access to the Online Banking Service.
- b) Any transaction Instruction given by you shall be binding on all other joint Account holders and we shall not be responsible for any claim or dispute between joint Account holders.
- c) All deposits made to a joint Account shall be deemed to be owned jointly and severally by the joint Account holders unless otherwise stipulated.
- d) In the event of your death or loss of legal capacity, the remaining joint Account holders shall notify us accordingly together with their intention as to continuance of the Account within a period not exceeding ten days from the date of death or loss of legal capacity. We shall suspend





the deceased / incapacitated person's share in the joint Account until such notice is given by QCB or the applicable court as to further instruction. Actions in the event of death of a customer shall be subject, at all times, to the laws and regulations of the State of Qatar.

- e) In the event of levying an attachment on one customer's share in a Joint account, such attachment shall be applied only to the relevant customer's respective share to the extent such share is distinguishable. We shall, in this case, use all reasonable endeavours to seize any amounts in the relevant joint Account holder's Account within five days from the date of notification thereof.
- f) We may exercise our right of set-off in respect of each joint Account holders share in the joint Account.
- g) Joint Account customers may be issued with separate Cards.

### 9. Minor's Account

- a) Accounts may be held in the name of a Minor, opened by the father (or mother, upon the consent of the father) or guardians of a Minor.
- b) The Account may be issued with a Debit Card and the parent/guardian may make deposits to the Account.
- c) Only the parents or guardian (subject to specific powers bestowed on such guardian in a court order) may make withdrawals from the Minor's Account until the Minor reaches majority. Any such withdrawals from a Minor's Account may only be effected upon personal application and identification of the parent or guardian as the case may be.
- d) At our discretion, cheques may be accepted provided that such cheque is drawn in favour of the relevant customer.
- e) Upon reaching majority, the parents or guardian shall not be permitted to further operate a Minor's Account and the account shall be converted into a normal Account and shall require new account forms being submitted by the Minor upon reaching majority.

### 10. Foreign Currency Account

- a) You may make withdrawals from and deposits to the Account.
- b) Withdrawals from the Account will only be affected at your written request and shall be by bank cheque to the order of you drawn on the appropriate correspondent bank, or by telex transfer.

- c) Withdrawals may be requested in Qatari Riyals at our prevailing buying rate of exchange.
- d) We reserve the right to deposit the foreign currency in an account in our name or our correspondent banks in foreign countries. We shall not be liable to you for (i) any diminution due to tax, imposts or depreciation in the value of funds credited to the Account, or (ii) inability to make a payment due to the unavailability of funds for any reason.

### 11. Flexible Account

- a) A Flexible Account is a type of interest-bearing account that allows customer to add or withdraw funds without penalty.
- b) A minimum deposit amount may be required to open such accounts.
- c) Specific terms and conditions apply as stipulated in the account opening application form.

### 12. Notice Account

- a) A Notice Account is a type of interest-bearing account in which the account holder is required to give a notice of withdrawal for a specified number of days before making the withdrawal to avoid penalties.
- b) Interest will be paid or capitalised on the next business day following the next cycle or term. Interest computation is based on the daily average balance maintained in the account.
- c) If you wish to withdraw funds partially or in full from the Notice Account, notice must be given to us in writing with the notice period being the same term of the Notice Account.
- d) If you are unable or unwilling to serve out the required notice period set out above and request a full or partial withdrawal effective immediately, a penalty will be charged at our discretion (which penalty may vary from time to time).
- e) The requested withdrawal amount will be credited to your designated Account as requested.
- f) We may stop accepting new deposits into Notice Accounts at any time without any notice to you.

### 13. Fixed/Time Deposit Account

- a) A Fixed/Time Deposit Account earns Interest at a rate that is guaranteed not to change for an agreed fixed term.
- b) Interest will vary based on the term chosen by the customer.





- c) Penalty applies in cases of closure before completion of the agreed term.
- d) Specific terms and conditions apply as stipulated in the account opening application form.

#### 14. Deposits

- a) Deposits to an Account may be made in person, by mail, through a Channel or as otherwise permitted by us; however, no deposit shall be available to the depositor unless and until cash or its equivalent shall have been acknowledged as received by us and processed according to our banking procedures.
- b) We shall not credit any amounts to an Account under any negotiable instruments unless and until we shall have clearance of such funds.
- c) We may in our discretion and in accordance with our Tariffs of Charges, charge you for fees or charges for such administrative costs and expenses incurred.
- d) We may, at any time in our absolute discretion, refuse any deposit, limit the amount which may be deposited, or return all or any part of any deposit for any reason.

#### 15. Cards

##### 15.1 General

- a) The Terms in this section apply to and regulate the issuance and usage of Cards offered by us to you and/or to any person as may be specified by you.
- b) Approval for a Card shall be subject to completion of the relevant Card application form; submission of all required information and supporting documentation and full compliance with all our prevailing criteria and policies and any prevailing QCB criteria and policies.
- c) Cards may be issued to you upon your request; however, we reserve the right to refuse any application for a Card without revealing any reason.
- d) We may issue you with a Contactless Credit Card, which does not require any additional security for use up to our agreed Credit Limits. We may issue you with a Contactless Debit Card or Paycard, which will not require any additional security for use up to any amount equal to the account or Paycard balance, respectively, and subject to the Daily Transaction Limit of the Card.
- e) All Cards issued by us are and shall remain our property and must, upon withdrawal, suspension, cessation or termination of the Card or the Card facility, be returned to

us at our request or upon cancellation of the Card. In the event of such notice for return of the Card, the Card must not be used as from the date of receipt of notice.

- f) The Card may be activated through the available Channels. We may activate your Credit Card upon acknowledgment of receipt of the Card. The annual fee associated with your Credit Card will be charged to your account upon activation of the card, regardless of the time elapsed since the card was issued. If activation is delayed, the fee will still be levied at the time of activation. By applying for and accepting this Credit Card, you acknowledge and agree that the annual fee is non-refundable and will be charged upon activation, irrespective of any delay in activation on your part.
- g) The Card must be signed by you immediately upon receipt and may only be used: i. by the designated Cardholder whose name appears on the face of the Card; ii. in respect of Credit Cards, within the Credit Limits as described below, within the Daily Transaction Limit of the Card; and iii. during the validity period of the Card.
- h) Cards shall be renewed automatically prior to the expiry unless otherwise requested in writing by you 60 days prior to expiry.
- i) In the event a lost or stolen Card is found subsequent to reporting it lost or stolen to us, the Card must not be used and must be returned to us immediately.
- j) Cards held by a supplementary Cardholder shall be conditional upon continuance of the Card relationship with the principal Cardholder. Where there are principal and supplementary Cardholders, Transactions by one Cardholder shall be binding on all other Cardholders and shall be documented in one Statement of Account.
- k) The Card must be used in accordance with these Terms, any additional terms applicable specifically to an individual Card, any additional Account terms and any terms and conditions set out on the Card application form.
- l) By accepting the Contactless Card and using it in any manner whatsoever (including using it in the conventional manner of swiping the same at a magnetic strip reader or at a chip reader or otherwise) the Cardholder undertakes to use the Contactless Card in accordance with and agrees to be bound by the terms and conditions herein contained.
- m) By using the Card, you accept these Terms.
- n) Debit Cards, Credit Cards, Prepaid Cards, Paycards and Travel Cards branded by either VISA, Mastercard, Diners Club, Himyan, NAPS or any of their respective affiliates (e.g., Cirrus / Maestro / Discover) may be used at merchant





establishments (via at Point of Sale (POS) machines or online) and ATMs that accept these brands. Please note that the use of the Himyan Debit Card is restricted to transactions within the State of Qatar.

- o) Transactions executed using a Card shall be deemed to be validly executed by you.
- p) Transactions (including a cash withdrawal or purchase through Point of Sale (POS) machines or online) on a Card is subject to Daily Transaction Limits which are set by us and are subject to change from time to time at our absolute discretion.
- q) Transactions executed outside Qatar will be converted from the foreign currency into QAR at the time of the Transaction using our prevailing rate of exchange and a mark-up fee.
- r) Transactions that cannot be stopped in time shall be effected as validly given and applicable charges shall be debited from the Account.
- s) Contactless Cards
  - i. Where a Card that we issue incorporates the Contactless feature, the Cardholder acknowledges that such Contactless Card may be utilized to pay for goods and services for amounts not exceeding QAR 500 per day without a PIN, or such other amount which we may specify from time to time by tapping or waving the Contactless Card at a Contactless supporting reader/terminal.
  - ii. Contactless Transactions may be processed and the Cardholder's Account debited with the Contactless Transaction amount without requiring:
    - a. Contactless Card to be swiped at a magnetic strip reader;
    - b. Contactless Card's chip to be read by a chip terminal;
    - c. Cardholder's signature to authorize the Transaction; or
    - d. Cardholder's PIN to authorize the Transaction.
  - iii. Without prejudice to the foregoing, the Cardholder undertakes to be liable for all Contactless Transactions incurred using the Contactless Card and posted to the Cardholder's account regardless of whether or not the Contactless Transactions were properly authorised by the Cardholder. In this regard the Cardholder acknowledges the ease of which unauthorised Contactless Transactions may be carried out and accepts all the risks of unauthorised Contactless Transactions
- t) If there are insufficient funds in the Account, we reserve the right to reject a Transaction or overdraw your Account

in accordance with Clause 34(e) of these Terms. In calculating funds available to you, we will take into account any outstanding Card charges and any funds credited or debited to the Account.

- u) We may refuse to authorise any Transaction, in particular if we have reason to believe a Transaction may be fraudulent or illegal.
- v) We shall debit the Account with applicable fees and charges immediately upon executing a Transaction.
- w) You irrevocably and unconditionally accept as binding, and accept to pay us the amount of, all Transactions and applicable fees and charges unless you notify us otherwise.
- x) Any refunds by a merchant shall only be credited to the Account upon receipt by us of the amount of such refund.
- y) Transactions through a Card are evidenced by the imprint of the Card and signature or print of Card details on a charge form or invoice. In the event you purchase any goods or services for which an imprint and/or signature is not possible, then proof of delivery or other supporting documentation from the merchant shall be acceptable proof of purchase.
- z) Payments by you shall be applied as Transaction payments in chronological order of the Transaction date.
  - aa) You are advised to retain any invoice copies and other evidentiary documentation regarding a Transaction as evidence of the Transaction, including the Transaction amount.
  - bb) In the event of a disputed Transaction, the Cardholder must sign and return a completed Transaction dispute form and required supporting document(s) within thirty days from the sending date of the Statement of Account on which the disputed Transaction appeared to enable us to proceed with the dispute investigation and avoid delay or denial of the right to recovery of the disputed Transaction. Any Transaction dispute raised after the passing of the said time limit will not be dealt with.
  - cc) You shall remain liable to make all payments due pursuant to a Transaction irrespective of any dispute between you and a merchant or other third party or any failure to receive any Statement of Account or other notification to pay for any reason.

## 15.2 Debit Cards

- a) A Debit Card is issued to Current and / or Savings Accounts(s) (Single or Multiple) opened and maintained by you with us.





b) The usage of the Debit Card is limited to the balance of the account to which the Debit Card is linked and Daily Transaction Limits set by us, including but not limited to transaction and overdraft limits. Transactions that would result in exceeding the Account balance and Daily Transaction Limit shall not be authorised. From time to time, we may increase or decrease Daily Transaction Limits at our discretion.

### 15.3 Credit Cards

a) The Account on which a Credit Card is issued shall be subject to Credit Limits set by us, including but not limited to transaction and overdraft limits. Transactions that would cause such limit to be exceeded shall not be authorised. From time to time we may increase or decrease your Credit Limit at our discretion. You will be notified of any change in your Credit Limit.

b) In our effort to provide you with the best products and services and as a way of our appreciation, eligible customers may be issued with a preapproved Credit Card free of charge for the first year. The eligibility criteria is set by us and is subject to change from time to time. Once the pre-approved Credit Card is activated, you are bound by the Terms listed in 15.1.

c) The amount due will be shown on the Statement of Account as well as the total amount outstanding. All outstanding balances on the Card Account are subject to a service charge, which will be automatically accrued during each Statement of Account period and reflected on the next Statement of Account. It is at our absolute discretion to withdraw your right to make partial payments and to call for immediate payment of the total outstanding without prior notice.

d) If you have opted to make repayments in instalments by paying the minimum amount due, as indicated on your Statement of Account in cleared funds, then the remaining balance shall be carried forward provided your Credit Limit is not exceeded.

e) Pay in Instalments

#### i. Instalment Schemes

##### a) 'Buy now Pay later' scheme

1. Certain authorised merchants provide for the purchase of certain goods or services (where the value of the goods or services is over QAR 1,000 or any other value agreed between us and a respective merchant) using our Credit Cards on an instalment payment basis under the 'Buy now Pay later' scheme. Merchant's participation in the 'Buy now Pay later' scheme is at our discretion and we reserve the

right to change, authorise or revoke authority of merchants to participate at any time

2. The principal Cardholder and supplementary Cardholder may each enjoy the benefits of the 'Buy now Pay later' scheme.

3. In the event that any installments under a Buy Now, Pay Later, EasyPay plan, or Quick Cash are accelerated during the month, the full outstanding installment balance shall be added to the statement and shall be payable as part of the total amount due.

##### b) 'EasyPay' scheme

1. From time to time, we may in our sole discretion allow you to convert ordinary Transactions (where the value of transaction is QAR 1,000 and above) already completed with merchants not participating in the 'Buy now Pay later' scheme into instalment transactions under the 'EasyPay' scheme through Online Banking and / or the M-Commerce Service. Transactions that are not included in the customer's month-end statement may be converted into instalment transactions.

#### ii. Transactions

a) In the event you wish to pay for goods or services by instalments under the 'Buy now Pay later' scheme you must notify the merchant prior to execution of the Transaction by the merchant.

b) Authorisation for a Transaction under the 'Buy now Pay later' scheme shall only be given provided you have sufficient funds in the Account to cover the total cost of the goods or services purchased irrespective of the fact that you will be paying for such purchase in instalments.

c) A Transaction under the 'Buy now Pay later' scheme shall be in accordance with these Terms; any additional terms applicable specifically to an individual Card, any additional Account terms; and any additional applicable terms and conditions.

d) Your available balance under your Credit Limit shall be reduced by the total cost of goods or services purchased under the 'Buy now Pay later' scheme irrespective of the fact that you will be paying for such purchase in instalments.

e) Any Transaction converted to an instalment plan under the 'Buy now Pay later' scheme and / or 'EasyPay' scheme will not be covered by the Credit Shield Plus Insurance Policy.

#### iii. Instalment Payments

a) In executing a Transaction under the 'Buy now Pay later' scheme and / or 'EasyPay' scheme, you agree to pay the total amount of the Transaction in equal monthly instalments





b) The monthly instalment due from you shall be indicated in your monthly Statement of Account and shall form part of your total outstanding balance for Transactions on the Card. The instalment amount payable under the 'Buy now Pay later' scheme and / or 'EasyPay' scheme shall be included in the total amount payable under the Card for all Transactions under the Card in that month.

c) The monthly instalment payment shall be applied towards reduction of the outstanding amount due under the 'Buy now Pay later' scheme and / or 'EasyPay' scheme with the remaining outstanding amount carried forward.

d) As a result, the Cardholder shall be liable to pay finance charges and any other charges levied by us thereon, over and above applicable interest due on the instalment transaction. The finance charges, at our prevailing rate, will be levied using the average daily balance method upon the Cardholder's opening balance and all new transactions posted, including any applicable fixed monthly instalment amount and interest thereon, within the Statement of Account period accrued from the Transaction's posting date until the end of the current Statement of Account period.

e) Payment holiday will not postpone the due instalment amount of the 'Buy now Pay later' scheme and / or 'EasyPay' scheme.

#### iv. Usage of Instalment Schemes

a) The 'Buy now Pay later' scheme and / or 'EasyPay' scheme may not be used in conjunction with any other promotion offered by us or the merchant.

b) We reserve the right to disqualify you from the 'Buy now Pay later' scheme and / or 'EasyPay' scheme if any fraudulent activity on your part for the purpose of availing the benefits under the 'Buy now Pay later' scheme and / or 'EasyPay' scheme is identified. Upon disqualification, all Transactions undertaken by you under the 'Buy now Pay later' scheme and / or 'EasyPay' scheme shall be converted to normal transactions and the total amount due and owing under the 'Buy now Pay later' scheme (including any applicable processing fees and charges) shall be immediately debited from the Account.

c) We reserve the right to discontinue the 'Buy now Pay later' scheme and / or 'EasyPay' scheme at any time.

#### f) Rewards

Card Product Package	Campaign Code to use	Joining Bonus points awarded based on minimum spend requirement	Minimum amount required to spend within 90 days of activating the card
Titanium	Titanium 2017	5,000	QAR 5,000
	Baw Titanium 2017	7,500	
	Bawg_titanium_2017	10,000	
Platinum	Platinum 2017	7,500	QAR 7,500
	Baw Platinum 2017	10,000	
	Bawg_platinum_2017	15,000	
Infinite	Infinite 2017	10,000	QAR 15,000
	Baw Infinite 2017	15,000	
	Bawg_infinite_2017	20,000	

#### i. Enrolment

a) Only Cardholders whose Card is valid and in good standing will be eligible to earn Rewards points.

b) Every charge made on a principal or supplementary Card shall result in that respective Card earning Rewards points.

c) Reward vouchers will be awarded to you where you can prove that most of your spending, via Credit Cards, is on personal purchases/transactions and not on business or corporate purchases/transactions.

d) Reward vouchers will not be awarded if most of the spending, via Credit Cards, is on purchases/transactions made at government or quasi-government institutions.

e) Joining bonus points are awarded on eligible Retail POS and e-commerce transactions excluding transactions done with Government Merchants, Dynamic Currency Conversion, Charities, Insurances, and all European Union Card present transactions.

f) We, in our sole discretion can change the amount of the bonus points or cease awarding points at any given time without prior notification to you.

g) If offered, joining bonus points will be credited only when:

1. You reach the set retail spend threshold for each product package.
2. The spend threshold is reached within the first 90 days of activating the card.
3. The spend threshold does not include instalment transactions such as 'Buy now Pay later' and 'EasyPay'.



- h) The credited joining bonus points will expire on the 90th day of crediting the points, if unused.
- i) You will not be awarded joining bonus points during product upgrades.
- j) Joining bonus points will not be offered if you close a Card Account and subsequently open a new Card Account
- k) We reserve the right to reverse any joining bonus points if you were wrongfully awarded the points.
- l) Any unused joining bonus points will be forfeited on closure of the Card.

#### v. Programme

- a) Terms and conditions of the Reward Programme may be amended at any time at our absolute discretion.
- b) The Rewards Programme may be suspended or terminated temporarily or entirely at our absolute discretion.
- c) We reserve the right to change the Rewards Programme at any time in our sole discretion.

#### vi. Accumulation

- a) Reward points shall be awarded on every eligible charge made to your Credit Card.
- b) Reward points may only be accumulated on charges incurred on eligible Credit Cards.
- c) In the event of any fraud or misconduct on your part in the accumulation of reward points, your points will be forfeited, you shall not be eligible to earn any further reward points and we reserve the right to cancel your participation in the Rewards Programme and/or to cancel your Card and/or Account.
- d) In the event you cancel your Credit Card or the Account on which the Card was issued, all accumulated reward points shall be forfeited.
- e) Premium customers will earn one point for every QAR 15 spent using a Commercial Bank Diners Club Card and QAR 20 spent using a Commercial Bank Titanium, Platinum and Sadara Credit Card on retail purchase transactions excluding transactions done with Government Merchants (including Qatar General Electricity & Water Corporation (KAHRAMAA) and (Qatar Cool), Dynamic Currency Conversion, Charities, Insurances, and all European Union Card present transactions. Please note that these points will expire two years after they have been credited to the

customer. Expired points cannot be credited back to the customer.

- f) Customers using a Limited Edition World Elite Mastercard will earn one point for every QAR 70 spent on retail purchase transactions. These points will expire three years after they have been credited to the customer. Expired points cannot be credited back to the customer.
- g) POS and E-Commerce Transactions made locally in Qatar (with Qatar currency) through merchants listed outside of Qatar will not qualify for reward point earnings.
- h) Reward points are not awarded on Visa Virtual Credit Card transactions, Classic Card transactions, international fund transfer transactions and instalment transactions such as 'Buy now Pay later' and 'EasyPay'.

#### vii. Redemption

- a) Redemption of reward points cannot be in the form of cash.
- b) Reward points will be valid for a redemption period of two years from the date of award. Reward points unutilised for a period in excess of two years will be automatically cancelled.
- c) Reward points may be redeemed as miles or points at Global Partners with which you have a membership account (details of Global Partners can be found on our website [www.cbqrewards.com](http://www.cbqrewards.com)).
- d) We, reserve the right to refuse redemption of reward points, in particular if we have reason to believe the accumulation of points was done fraudulently.
- e) We will use all reasonable endeavours to redeem points within three working days of your request. Credit of redeemed rewards points to your membership account with a Global Partner shall be subject to the Global Partner's policies and procedures.
- f) Our reward redemption process is through a secured user id and Password and in the event of any unauthorized redemptions taking place, you are solely liable for the value of the redemption. It is your responsibility to keep the Password secure and private. We will never ask you for your Password.
- g) Reward points may be redeemed for Gift Vouchers. Gift vouchers are valid for six Months from the date of issuance. Vouchers once expired cannot be re-instated.

#### i. Balance Transfer

- a) To be eligible for a Balance Transfer you must hold a valid





Card which is active and in good standing.

- b) Principal and supplementary Cardholders are eligible for a Balance Transfer facility.
- c) We reserve the right to refuse any request for a Balance Transfer.
- d) You must provide us with the following documents to effect a Balance Transfer:
  1. Duly completed Balance Transfer application;
  2. Statement of Account of the Credit Card from the bank from which the Balance Transfer shall be made for the preceding month; and
  3. Copy of the Credit Card held with the bank from which the Balance Transfer shall be made.
- e) Balance Transfer is subject to a minimum transfer of QAR 5,000 and shall be the amount you instruct in your Balance Transfer application.
- f) In the event the available credit line linked to the Card is insufficient to cover the entire Balance Transfer amount instructed by you, we shall apply 95% of your credit line to the Balance Transfer.
- g) The Balance Transfer amount shall be credited to your account with the other bank. It is your responsibility to apply such amount to your outstanding balance with the other bank. We shall not be concerned with verifying or ensuring any such action on your part.
- h) Upon execution of the Balance Transfer you shall be automatically enrolled in the Credit Shield Plus Insurance Policy and we shall set a monthly instalment plan for repayment of the Balance Transfer amount.

## ii. Cash Advance

- a) To be eligible for a Cash Advance you must hold a valid Card which is active and in good standing.
- b) Principal and supplementary Cardholders are eligible for a Cash Advance facility.
- c) We reserve the right to refuse any request for a Cash Advance.
- d) A request for a Cash Advance may be made by calling our Call Centre.
- e) To execute a Cash Advance you must have amount as available balance on your Card. You can convert 90% of your available Credit Limit.

The product is accessible through MIB/RIB and through our Contact Center.

- f) A Cash Advance shall at all times be subject to our prevailing credit policies and criteria and shall be subject to our approval.
- g) A Cash Advance may only be made in QAR and may only be executed to an account held within the State of Qatar.
- h) A Cash Advance may only be executed to the account in your name from which your monthly Card repayments are made as notified to us on your Card application.
- i) We shall use all reasonable endeavours to execute a Cash Advance received before 12 at noon on a Working Day the same day, and in any event shall use all reasonable endeavours to execute a Cash Advance within 48 working hours of your request.
- j) We shall be entitled to rely, and act, on all instructions for a Cash Advance as apparently genuinely given by you.
- k) A Cash Advance will incur interest from the date of execution of a Cash Advance instruction up to and including the date of repayment of the entire Cash Advance amount at a rate determined by us from time to time at our absolute discretion. The interest rate shall be calculated on a daily basis on the Cash Advance amount advanced.

## iii. Quick Cash

- a) Offer valid only to retail Credit Cards.
- b) This is a limited period offer and we have the right to stop the promotion at any time.
- c) You have the option to select a payment plan of 3, 6 or 12 months. The amount transferred will be divided into equal monthly instalments and charged to your Credit Card Account.
- d) Interest will be levied to the Card account if you opt to settle less than 100% of the outstanding amount in any month.
- e) If you decide to settle the instalment account prior to its tenure, an early settlement fee at the prevailing rate may be applied.
- f) The amount transferred will be blocked from the Credit Card open to buy amount.
- g) This offer does not substitute or run in conjunction with any other offer we may have during this period.





- h) To the extent permitted by law, we exclude all liabilities we may have to you hereunder.
- i) The participation in the program is entirely voluntary and it is understood, that the participation by the Cardholder/s shall be deemed to have been made on a voluntary basis.
- j) In all matters relating to the Quick Cash, our decision shall be final and binding in all respects.
- k) We shall not be liable in any manner whatsoever for any loss/ damage/ claim that may arise out of use or otherwise of any goods/ services availed of by the Cardholder/s under the Quick Cash.
- l) We reserve the right to modify/change all or any of the terms applicable to the Quick Cash without assigning any reasons or without any prior intimation whatsoever. We also reserve the right to discontinue the Quick Cash without assigning any reason or without any prior intimation whatsoever.
- m) A Quick Cash is available for the principal Cardholder as well as supplementary Cardholders.

#### iv. Payment Holiday Programme

- a) To be eligible for a payment holiday in the Payment Holiday Programme, your Account must have been active for more than six months and your Card must be active and in good standing (i.e., all payments have been received on time).
- b) Only principal Cardholders are eligible to participate in the Payment Holiday Programme.
- c) We reserve the right to refuse any request for a payment holiday.
- d) We reserve the right to select Cardholders for a payment holiday applicable for a specified period of time. In the event you are selected but do not wish to avail of a payment holiday you must notify us immediately.
- e) Availing of a payment holiday means you shall not be required to make repayment due and owing on your Credit Card Account. However, the monthly instalment payment of any of the instalment plans will not be postponed.
- f) Availing of a payment holiday will not stop the incurrence of interest accruing on the outstanding amounts on your Card during the payment holiday period and normal interest shall continue to accrue and shall be payable in the next repayment you make.
- g) You will not be charged a late payment charge for availing of a payment holiday.

- h) During your payment holiday period you may continue to make repayments of either the instalment amount or full amount outstanding on your Card.

#### v. Bonus Approval Programme

- a) To be eligible for a bonus Credit Limit, your Account must have been active for more than six months and your Card must be active and in good standing (i.e., all payments have been received on time).
- b) Only primary Cardholders are eligible for a bonus Credit Limit.
- c) Enrolment shall be subject to credit review and eligibility based on past credit performance.
- d) We reserve the right to refuse any request for a bonus Credit Limit under the Bonus Approval Programme.
- e) We reserve the right to select Cardholders for a bonus Credit Limit for a specified period of time. In the event you are selected but do not wish to avail of a Bonus Credit Limit you must notify us immediately.

#### 16. Safe Deposit Locker

- a) The Safe Deposit Vault and the lockers contained therein at the Grand Hamad Branch and Wakra Branch will be available and accessible during Banking Hours.
- b) The Safe Deposit Locker may only be accessed by the person in whose name the locker is registered or by any other person upon the written authorization of the person in whose name the locker is registered.
- c) You may not use the Safe Deposit Locker for any purpose other than for the deposit of documents, jewellery and other valuables, and in particular you may not deposit explosives or harmful or illegal materials or substances and we reserve the right at any time and from time to time to inspect all items to be deposited, or deposited in, a Safe Deposit Locker.
- d) The locker will be allotted on payment of fees payable in advance for one year and the Bank reserves the right of refusing access to the locker(s) in the event of the fees not paid, when due, whether the fee is demanded or not.
- e) You may not assign or sublease the Safe Deposit Locker to any third party.
- f) We reserve the right to (i) deny access to the Safe Deposit Locker until prescribed fees have been paid; (ii) change the hours during which Safe Deposit Lockers may be accessed; and (iii) close the Safe Deposit Vault and the lockers





contained therein for any period as we deem necessary or desirable.

g) Without prejudice to any other right or remedies we may have from time to time, we may terminate use of the Safe Deposit Locker facility upon:

- i. non-payment of prescribed fees;
- ii. breach of these Terms;
- iii. misuse of the Safe Deposit Locker; or
- iv. your death or bankruptcy,

and in such case, we reserve the right to break open the Safe Deposit Locker in the presence of two court officers and (1) deliver the contents of the locker to your registered address, (2) retain the contents in such other locker or place and charge double the fee currently payable, or (3) sell the contents under the court supervision and apply the sale proceeds towards satisfaction of your outstanding obligations to us.

h) You undertake to keep the key to your Safe Deposit Locker in a safe place and not to divulge the locker number or provide the locker key to any person other than any duly authorized representative.

i) In the event you suspect or discover that your Details have become known by any third party or a Card or your Safe Deposit Locker key is lost or stolen you must immediately notify us by calling our Call Centre. We may suspend your Account and make arrangements for issuance of new Details as necessary.

## 17. Payment/Transfer Orders

- a) We shall effect payment / transfer orders after full compliance with "KYC" and anti-money laundering regulations prescribed by the QCB.
- b) You agree that on-line payment/transfer orders shall become irrevocable once submitted to us and further agree that such orders, once accepted by us, entitle us to debit your designated Account for the value equivalent of the payment/transfer amount. Bank fees (including where applicable fees levied by other banks/entities in the payment/transfer process) for executing payment/transfer orders will be charged to the party as mentioned in the payment/transfer order. If there is no mention of the manner in which fees are to be charged in the payment/transfer order, then the fees shall be shared between the ordering customer and beneficiary. The amount applied as fees may vary depending on the tariffs applied by each

bank in the payment chain.

c) As the execution of payment/transfer orders to beneficiaries outside Qatar requires several stages, and is made through a number of successive agents, we are only liable for due care in relaying the payment/transfer orders to our own correspondent banks as quickly as possible, and we will not be held liable for any delay or cancellation of the payment/transfer order caused as a result of (1) errors or misinterpretations of the transfer/payment order, (2) payment/transfer procedures/ processes/regulatory requirements followed and (3) holiday calendar followed, by any of our correspondents or other entities (including but not limited to the beneficiary bank) in the payment/transfer process.

d) We are not required to execute the payment/transfer order assigned to us immediately, but is only required to do so as soon as possible. In case no clear instructions about the form and the method of payment/transfer are received from the applicant of the order, we will use whichever form or method we deem suitable or may decide not to process the payment/transfer order. We will not be able to execute payment/transfer orders requested to be executed outside Banking Hours. Such payment/transfer orders will be executed on the following Business Day.

e) If the order is expressed in a currency other than that of the country to which the order is transmitted, it is to be paid to the beneficiary in the currency of that country, at the then buying rate of exchange of the payer, unless the beneficiary by the arrangement with such payer receives payment in some other form upon paying all charges of such payer.

f) Under no circumstances will we be held liable for payment/transfer delays or cancellation arising as a result of erroneous/incomplete capture of data by you. You shall be solely responsible for the accuracy of the data input and shall be liable to compensate us for any loss arising from any error in the payment/transfer order.

g) If the payment/transfer order is not affected and a refund is requested by you, we will endeavour to notify the payer to cancel the transaction. Such refund may not be made unless and until we are in receipt of proof, satisfactory to us that the payment/transfer instruction has not been effected, that the order for such payment/transfer is no longer operative, that no charge by virtue of such order exists or will be made against the account upon which the said order is drawn.

h) Our only liability shall be to refund you, at the current market value of the foreign currency, in the place where the order is issued at the time such refund is made. All other





expenses in connection with such refund are to be borne by the applicant.

- i) Prevailing QCB rules and regulations shall apply with regard to funds that are not claimed, accordingly we reserve the right to cancel any negotiable instrument, if not presented for payment /transfer within one calendar year and credit the purchaser's account. If an account does not exist in the name of the purchaser these funds will be transferred to an unclaimed fund account after five years from the date of issue, and thereafter to the General Authority for Minor Affairs/Estates Department after a period of another five years, as per QCB requirements.
- j) The technology applied for payment/transfer orders may be subject to technical snags, affected by virus or other malicious, destructive or corrupting code which may result in delays in processing of instructions or total failure in receiving/processing of instructions. We will not accept any liability in whatsoever manner, resulting from such delays or cancellations.
- k) You agree that in the event of us accepting liability for any error which may result in a delay in the payment/transfer process or cancellation of payment/transfer, our liability shall be limited to the extent of payment of interest at our prevailing interest rate for any period of delay.
- l) You agree that execution of payment/transfer orders may be delayed or cancelled if we have reason to believe that the payment/transfer request was issued to carry out an unlawful transaction (as specified under any jurisdiction within the payment/transfer process) or as directed by our anti-money laundering officer (with or without specifying reasons) or other entities in the payment/transfer process.
- m) We have the sole discretion to request from you valid identification documentation and such documentation must be promptly provided. We may provide your identification documentation to third parties if we deem the request to be legitimate.
- n) Should you elect to cover the charges, the final amount received by the beneficiary may still be subject to a deduction due to charges levied by the correspondent bank(s) in the chain, or the beneficiary bank.

## 18. Channels

### a) Availability

- i. We will, on a best effort basis, make available the Channels, however routine maintenance requirements, excess demands on the system and reasons beyond our control may cause disruptions in availability of this service. In

addition, availability of the M-Commerce Service is dependent on Agencies and may be interrupted from time to time by routine maintenance requirements, excess demands on the M-Commerce Service and reasons beyond our control.

- ii. We may at any time alter, amend or replace any or all systems, services, procedures, forms or levels of encryption within the Channels to ensure maintenance of security and confidentiality standards.
- iii. We shall use reasonable efforts to inform you of prolonged inaccessibility to, or unforeseeable but necessary termination of any Channel or any facility or service available thereunder.
- iv. We may from time to time send messages to you through M-Commerce or the Online Banking Service concerning Accounts or other products, facilities or services offered by us.

### b) Access

- i. Biometric Authentication may be used at your option in lieu of your username, pin and/or password as a security code to confirm your identity to access one or more of the Channels for transactions such as login or account inquiry and serves as an instruction for any other transaction as may be determined by the Bank at its absolute discretion from time to time. Upon completing the Biometric Authentication registration process as mandated by us, you shall be fully responsible for any Transactions conducted through the applicable Channel and we will not be liable for any losses that may result therefrom. The range of services available for Biometric Authentication may be expanded or reduced at the Bank's absolute discretion.
- ii. We may: change the mode of operation; add or remove or otherwise change the Channels provided on the Site; and close down temporarily or permanently one or more of the Channels.
- iii. To access Telephone Banking, you must enter the TPIN Number as provided by the Bank. After 3 successive incorrect entries of the TPIN Number, your Telephone Banking account will be suspended, requiring you to contact us to confirm identity and reactivate your Telephone Banking account.
- iv. For security reasons and to ensure controlled and legitimate and lawful access to and use of the Online Banking Service or the M-commerce Service you must first sign-up for SMS Banking. The Online Banking Service cannot be accessed if you are not a customer of SMS





Banking.

- v. You should only access and use the Channels on a computer, Device or other device which you own.
- vi. You are responsible for ensuring that your computer or Device is compatible with the Channels and that you have all necessary security software.
- vii. In using the Online Banking Service, you must (a) ensure that your computer or other device used to access the Online Banking Service is free from any computer viruses and adequately protected against computer viruses; (b) check regularly your statements of Account(s) and promptly notify the Bank of any discrepancy; and (b) not interfere with or damage (or in any way attempt to) any data, software or security associated with the Online Banking Service.
- viii. On your written request, we may provide joint access to the Channels to joint Account holders. Under such circumstances all joint Account holders will be jointly and severally liable responsible for compliance with these Terms and all access to and use of the Channels. Any Instructions given by any of the joint Account holders will be binding on all of the joint Account holders and we will not be responsible for any claim or dispute between the joint Account holders.
- ix. SMS Banking may only be accessed from a Device registered by you in the Application. Where SMS Banking is linked to a joint Account only the nominated Device number shall be linked to SMS Banking in relation to such joint Account. The nominated joint Account holder shall be deemed to be acting for and on behalf of all joint Account holders who shall be deemed to have knowledge of, and consented to, all actions by the nominated joint Account holder through SMS Banking.
- x. Unless specifically advised otherwise, all Accounts held by you will be enabled for access through SMS Banking or the M-Commerce Service. Any Account may subsequently be disabled by you for access through SMS Banking.
- xi. Unauthorized access to and use of SMS Banking is strictly prohibited.
- xii. Neither SMS Banking nor the M-Commerce Service is intended to be used in lieu of any other service provided by us, and in particular you must continue to carefully, regularly and thoroughly check Statements of Account sent by the Bank from time to time and promptly notify the Bank of any discrepancy.
- xiii. The M-Commerce Service may only be accessed from the

mobile phone registered to you in your application for the M-Commerce Service.

- xiv. Where the M-Commerce Service or the Online Banking Service is linked to a joint Account only one Account holder may access and use the M-Commerce Service or the Online Banking Service as a 'subscriber' and the subscriber shall be deemed to be acting for and on behalf of all joint Account holders who shall be deemed to have knowledge of, and consented to, all actions by the subscriber through the M-Commerce Service or the Online Banking Service.
- xv. Upon completing the biometric / face id registration process as mandated us, you shall be fully responsible for any Transactions conducted through the M-Commerce Service and we will not be liable for any losses that may result therefrom.
- xvi. For secured delivery of alerts, we may access your Device content. However, this will be strictly confidential and will only be used for protecting your privacy.

#### c) E-Messaging

- i. The e-messaging facility enables you to send and receive secure messages between to us through the Online Banking Service.
- ii. We will aim to respond to all e-messages within 2 Business Days. If this is not possible or we are not willing to answer your query or comply with your request within this timescale or at all we will aim to inform you of this within 2 Business Days.
- iii. You should not send e-messages:
  - a) relating to matters for which there is a specific functionality available on the Online Banking Service (e.g. to make a payment);
  - b) which require immediate attention;
  - c) which are requests of a transactional nature;
  - d) reporting the loss or theft of cheques and or credit or Debit Cards; on behalf of a 3rd party or in relation to any dealings with 3rd parties; or
  - e) which are offensive, frivolous or other inappropriate, Failure to comply with the above may result in termination of your access to the Online Banking Service.
- iv. We may send you messages concerning any Account(s), product or service provided by us including the Online Banking Service, any other linked to it.





#### d) Security Measures

- i. To log on to the Channels through the Site you will be in a secure session indicated by the URL https://. In addition, we use Secure Sockets Layer (SSL) Encryption technology to encrypt your personal information before it leaves your computer.
- ii. You are responsible for keeping your Details and Username secure and strictly confidential at all times and you must not disclose or write or otherwise record the Details to any other person (including with respect to TPIN Numbers, PIN Numbers, CVV or Passwords, our staff) or in any way that may be understood or discovered by any other person. For any Details chosen by you, you are advised to avoid using details that may be obvious and easy to guess, such as birthdays and telephone numbers. You are advised not to change any Details that you are able to change to a code similar to any other code used for any other card held by you.
- iii. You must take any steps required to prevent unauthorized access to and use of your Details or Username. Any disclosure of such information and the damage caused due to this disclosure will be your sole responsibility and we will not be held liable.
- iv. For safety reasons, you are advised to change those Details chosen by you every 6 weeks.
- v. For security reasons you may only have a limited number of attempts to input the correct Details to gain access to the Channels. After the specified number of incorrect attempts, you will not be able to access the relevant Channels and you must call our Call Centre to reinstate access to those Channels.
- vi. Once logged on to the applicable Channel, you must not leave your computer or Device unattended at any time and must not let anyone else use it until you have properly logged off. For security reasons and for preservation of confidential information, if your computer or Device is logged on but unused for a specified timeframe the Channels may time-out and you may be automatically logged-off the relevant Channel. To regain access you must log on to the relevant Channel again.
- vii. We may reset some of your Username and Password at any time through the Online Banking Service.
- viii. You may change your Password at anytime through the M-Commerce Service.
- ix. The advice by us of any Details must be destroyed immediately after receipt. Any record of the Details must be unidentifiable and kept separate from any other

relevant Details including the applicable Card.

- x. You are responsible for complying with any other security measures and requirements which we may advise you from time to time
- xi. Subject to these Terms and without prejudice to our rights hereunder, we will take all reasonably practicable measures to ensure that our systems used in connection with the Channels 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 banking industry as applicable from time to time.
- xii. We shall not be liable for any costs, loss or damage howsoever incurred by you due to any change in Details which you are able to change, including but not limited to exposure of a TPIN Number, PIN Number or Password during the change process.
- xiii. In the event of loss or theft of your Device or SIM card or a change or disconnection of the mobile number linked to the Channels you must notify us immediately.
- xiv. If you suspect or discover that your Details or Usernames have become known by any third party you must notify us immediately by calling our Call Centre who will suspend your access to the relevant Channels and make arrangements for you to receive or select new Details or Usernames as appropriate.
- xv. Prior to notification in accordance with the above article, we will not be liable for any unauthorized transactions under your Account(s) and / or Card(s). Once we have been notified in accordance with the above article and had reasonable time to act, you will not be liable for any further unauthorized transactions unless you have acted fraudulently or negligently.

#### e) Your Obligations

- i. You must keep any information conveyed over Telephone Banking confidential at all times.
- ii. You agree to treat the access rights, documentation or any other information related to Telephone or SMS Banking strictly private and confidential at all times and shall not copy or reproduce the above in any form either in whole or in part or allow access to any other party without our prior written consent.
- iii. Each Channel should be used in good faith and in accordance with these Terms.





iv. You acknowledge that we are granting you a non-exclusive, non-transferable, temporary license to use the Channels and this permission is restricted to authorized legitimate use of the Channels. All information, trademarks and names given on the Site belongs to us and you agree:

- a) not to use this information except in connection with accessing and using the Channels; not to make copies, sell, assign, commercially rent, sub-license or otherwise transfer the same to any third person; and
- b) not to attempt to decompose, reverse or tamper with the system or software related to the Channels.

v. No Channel should be abused or used to commit any kind of fraud or illegality.

vi. We may modify these Terms, any information issued about the Online Banking Service, and any site(s) or screens through which you access the Online Banking Service from time to time at our absolute discretion. Any amendments will be posted on our Site in such a manner as we consider appropriate. You must periodically review these Terms and information issued about the Online Banking Service to inform yourself about any such amendments.

vii. You assume full responsibility for the security of your Device and any Instructions or Responses contained therein.

viii. You must acquaint yourself with the processes and procedures applicable to SMS Banking, errors resulting from failure to do so shall be your responsibility.

ix. You shall not send messages through the SMS Banking service regarding any of the following:

- a) matters for which there is currently no functionality available on SMS Banking;
- b) reporting the loss or theft or any breach of security measures;
- c) on behalf of any third party; and
- d) matters which are offensive, frivolous or otherwise inappropriate.

Any messages of this nature may, at our discretion, result in withdrawal of SMS Banking.

x. You must notify us immediately of any unauthorized access to and use of SMS Banking or any suspicion that any third party may know any confidential Accounts or SMS Banking information.

xi. You may be required to provide us, within 3 Business

Days, with any information and details (and any supporting documents) of a breach of SMS Banking security measures.

xii. You may be required to assist us and / or the police in any enquiries whilst attempting to mitigate any damage or recover any losses caused by a breach of SMS Banking security measures.

xiii. In the event of loss or theft of your Device or SIM card or a change or disconnection of your Device, you must notify us immediately.

xiv. You shall be responsible for payment of airtime or other charges levied by your telecommunications provider, including in relation to the M-Commerce Service, as per the terms and conditions of such provider in connection with the sending of Instructions and receipt of Responses.

xv. You must input all information required in the correct fields to effect utility bill payments and you shall be responsible in the event of any input of incorrect information and any subsequent erroneous payments to utility companies.

## 19. Instructions

a) Unless timely notified otherwise, you irrevocably and unconditionally accept as binding any Instruction and accept responsibility and liability for any and all Instructions. Our record of any Instruction shall be conclusive evidence of such Instruction and is deemed to be consent by you to issue a related Response (which may contain Account or Transaction information) and acceptance by you of liability for the inherent risks involved in the transfer of such information.

b) You must ensure that there are sufficient funds in your Account(s) for us to authorise and execute an Instruction. If for any reason the relevant Account is overdrawn, the Instruction may not be executed and we reserve the right, at our absolute discretion, to overdraw the relevant Account and you will be liable for any applicable fees and charges in accordance with the Tariff of Charges.

c) Instructions shall be subject to transaction limits as set by us in your mandate or as per our prevailing policies, procedures and regulations.

d) We may, in our sole discretion and without explanation, refuse to effect an Instruction (i) if we have reason to believe an Instruction is issued fraudulently for an illegal purpose; or (ii) is contrary to our (or any third party bank's (as directed)) anti-money laundering policies.

e) We will not be liable in any manner for any unauthorized, fraudulent, or erroneous Instruction.





- f) Upon receipt of an Instruction, we will debit amounts applicable to such Instruction (together with all applicable fees and charges, whether our fees and charges, correspondence fees or charges or third party bank fees or charges) from your relevant Account.
- g) You shall not issue cheques if there are insufficient funds held in the Account to honour such cheques.
- h) Instructions where the paying and receiving account are both held with us will be effected immediately.
- i) Instructions in foreign currencies or where the receiving account is not held with us will only be effected up to the cut-off time applicable to the foreign currency and/or third party bank transaction on a Business Day. Instructions given after the cut-off time for a currency and/or third party bank transaction on a Business Day will only be executed on the next Business Day.
- j) Instructions to transfer funds to an account held in a foreign country (i) are made through successive and corresponding third party banks and we shall only be liable for initial transfer of funds from your Account(s), and not for onward transmission (or any error, delay or failure thereof) by corresponding banks and we shall not be obliged to verify the onward transmission or completion of the Instruction, and (ii) shall be completed in the currency of the country where the account is held irrespective of whether the Instruction was in an alternative currency, unless otherwise agreed by the beneficiary with the beneficiary bank.
- k) In the absence of special Instructions, we may convert all foreign currency credits to your Account into the currency of the Account at our rate of exchange.
- l) All transfer Instructions will be converted by the paying bank into local currency at its buying rate unless the payee has made special arrangements with the paying bank.
- m) Except in the event you have notified us of any special instructions, where you have submitted multiple Instructions in relation to the same Account on the same day we will determine the priority in which we give effect to Instructions. An Instruction being effected is not always simultaneous with an Instruction being given by you. Certain Instructions may take more time to process and/or may only be processed during a Business Day and during normal working hours.
- n) Instructions sent by you shall, including Instructions sent from your registered device, shall, unless proven otherwise, be deemed to be validly, knowingly and genuinely sent by or on behalf of you and we will be entitled to rely and act on Instructions without any further confirmation or verification from you.
- o) You may not obtain the full value under a demand draft or manager's check or telegraphic transfer on account of exchange due to restrictions applicable in the country of payment or to the paying bank or charges and fees of the paying bank.
- p) It is your responsibility to ensure that all details relating to the beneficiary account in an Instruction are input correctly and in full. We are under no obligation to verify, confirm or complete beneficiary account details and cannot be held liable for any funds transferred to an incorrect beneficiary as a result of incorrect or incomplete beneficiary account information. No acknowledgement or receipt of Instructions shall be issued by us other than predefined Responses relating to certain Instructions and we shall not verify Instructions.
- q) Sending a payment with details of charge as "OUR" (pay in full) does not guarantee that the beneficiary will receive the entire amount sent by us. This is only guarantee that we and our correspondent bank will not deduct any charges from the amount transferred. However the beneficiary bank, their correspondent bank and any other intermediary bank in the payment chain may deduct charges from the transfer amount. The amount deducted varies depending on the arrangement between the beneficiary bank and their correspondent.
- r) Instructions cannot be reversed without our prior approval.
- s) An Instruction submitted through the Channels will not be effected if use of the Channels are suspended or terminated for any reason.
- t) We will endeavour to effect Instructions as soon as reasonably possible and on a best efforts basis. In the event of non-delivery, we shall not re-transmit a Response unless we receive another Instruction. In the event no special instructions are given in relation to an Instruction we may, at our discretion, either (i) execute the Instruction in the most suitable method, or (ii) refuse to execute the Instruction until receipt of special instructions.
- u) We will make reasonable efforts to modify, not process or delay processing any Instruction where requested and in doing so we will endeavour to notify the concerned office, agent or corresponding third party banks. We may not accept, and will not be responsible for any refusal, failure or delay in effecting, an Instruction which is conditional or which requires us to make payment to a third party





earlier (or later) than the time we require according to normal banking practices. Revocation or cancellation of an Instruction shall only be completed upon receipt of evidence satisfactory to us that amounts have not been deducted from (or have been credited to) your Account(s).

- v) You irrevocably and unconditionally acknowledge that you have fully authorized us to rely on your previous physical signature whether provided on a signature card or account opening form, and that the physical signature shall give us full legal power to act on any future signature or authentication provided to us for the purposes of completing new documentation including any application for a loan or credit card, or provision of any account, products or services, whether such future signature or authentication shall be by a one-time password, digital signature, biometric identifier or any future technology authorisation to the extent that you agree that this physical signature shall be deemed to attach to the such new documentation and provides us with full legal rights and creates binding and enforceable legal obligations.
- w) We will not be responsible for (i) inability to reverse an Instruction issued through any Channel; or (ii) accepting an Instruction which is conditional or which requires us to make payment to a third party earlier (or later) than the time we require according to normal banking practice. No written advice or confirmation will be made or issued by us for any Instruction issued through Telephone Banking.
- x) All Instructions through the Channels will be subject to the following limits:
- i. Maximum aggregate daily limit per customer for all transfers, payments etc. (including internal, external, domestic and foreign): QAR 50,000 presently, which is subject to change as will be notified to you while accessing the Channels.
  - ii. Maximum daily limit per customer for all internal transfers (including payments and transfers between customers' own accounts and third party accounts with us): QAR 100,000 presently, which is subject to change as will be notified to you while accessing the Channels.

## 20. Responses

- a) We shall use our best efforts to send Responses to Instructions and we will endeavour to issue a Response within a reasonable time.
- b) A Response may not be received by you due to factors affecting the Agency's industry, including but not limited to infrastructure, connectivity and demand. Certain

Responses (including but not limited to effecting Instructions) may take time to process and/or may only be sent during normal Banking Hours.

- c) A Response containing Account information is retrieved from our systems real time and is the most recent and up to date Account information as at the time of the Response. Other information contained in a Response may not be retrieved real time but is the most recent and up to date information contained on our systems.
- d) We may refuse to send a Response if the related Instruction requires written confirmation of such Instruction.
- e) All Responses should be deleted once received and reviewed by you.
- f) Response shall or may contain Account information and you authorize us to send such information through SMS Banking to your Device, understanding, acknowledging and accepting liability for the inherent risks involved in the transfer of such information. Such Account information may be provided in a Response though not specifically requested in an Instruction if we shall deem it relevant or necessary.
- g) Issuance of a Response may not be simultaneous with an Instruction being received. Certain Instructions may take time to process or may be required to be issued during Banking Hours and Responses may not be given on the same day an Instruction is issued.

## 21. Additional Channels and Campaigns

- a) We may, from time to time, introduce additional or modified channels or services or campaigns to the Accounts or Channels.
- b) Additional or modified channels or services or campaigns may require acceptance of additional terms and conditions. Such terms and conditions shall be posted on the Site and may be displayed in our branches and other premises and you shall be deemed to have, unless timely notifying us otherwise, read, understood, accepted and agreed to be bound by the additional terms and conditions from the date of posting on the Site.
- c) Additional or modified Channels or services campaigns may require you to provide or execute additional documents, failure of which shall result in closure of the Accounts or withdrawal of the Channels.

## 22. Records and Statements of Account

- a) You may be provided with periodic statements detailing





all movement and action, including transactions, in the Account. You will receive a periodic Card statement detailing all Transactions, fees and charges on the Card. The statement shall be sent to the address or e-mail address provided by you to us.

- b) We may not issue a printed advice or confirmation in relation to Instructions or your Account(s) but you may check your Account(s) statements and all records of Instructions on the Channels.
- c) Our records and statements shall be deemed to be conclusive evidence of all transactions, charges, fees, interest and balances unless notified otherwise by you in writing within 15 days from date of dispatch of the records or statements. Any failure to notify us of any discrepancies within this time limit shall deem the records or statements true, correct and conclusive.
- d) You must regularly check statements and immediately notify us in the event of any discrepancy.
- e) Records and statements to be delivered to joint Account holders may only be delivered to the customer nominated by all joint Account holders to receive such records and statements for and on behalf of all joint Account holders.
- f) In the case of principal and supplementary Cardholders, Card statements shall only be delivered to the principal Cardholder.
- g) Our records and accounts of transactions are prima facie evidence of the matters to which they relate and may be admitted as evidence in any legal or arbitration proceedings arising out of or in connection with your use of an Account or Card.

### 23. Your information

- a) You confirm that all information provided by you is true and accurate and you authorize us to make any enquiries it considers to be necessary to verify and authenticate such information.
- b) In the event that any information provided to us shall change, including but not limited to legal, residential or employment status, you undertake to inform us immediately upon such change, and provide us with any such new information.
- c) You acknowledge that we may request any additional information as may be reasonably necessary and you shall timely comply with all such requests.
- d) We may provide an Agency with information relating to

you on in so far as necessary to provide the M-commerce Service to you and to facilitate issuance and receipt of Instructions and Responses.

- e) You agree and acknowledge that under certain circumstances, we may disclose information about you and any relevant Accounts and Facilities to the police or third parties if, in our reasonable opinion, such disclosure shall help prevent or recover losses uncured under an Account.

### 24. Confidentiality

- a) We will take reasonable care to ensure that information about you which is stored, processed or transmitted or has been identified by you as confidential, remains confidential and is not disclosed to any third parties, except you agree that we may disclose such information (i) to third party service providers in accordance with Clause 25 (Third Party Service Providers), (ii) where we are obliged to comply with court orders, government agencies, law, regulation or any lawful authorities anywhere in the world, (iii) where we consider it necessary to give effect to an Instruction, (iv) with your express written consent or (v) otherwise as set out in these Terms.
- b) In order to provide banking services to you it may be necessary to store or transmit information relating to you and/or your Accounts, Cards or Facilities through the proprietary international telecommunications network or other communications networks. You hereby authorise us to do so where we consider this necessary for the effective provision of banking services to you.
- c) You shall not disclose any information provided to you by us to any third party or use it for any purpose other than is necessary to perform your obligations under these Terms.

### 25. Third Party Service Providers

- a) We may engage third-party service providers (including any wealth management company or insurance company to whom we provide marketing services in respect of insurance products or wealth management products, whether as independent contractors, sub-contractors, brokers or agents) in connection with an Account or in providing you with a service. By accepting these Terms, you authorize us to share your contact information (including name, Qatar ID number, date of birth, mobile number(s), email, landline number(s), employer name, occupation, IBAN number, account number and other relevant information) and any existing insurance details available with us (including policy number, insurer name, insurance type, asset insured, title deed number, insurance amount, insurance expiry date, sum insured, nominee





details, insured car details, insured property details and any other relevant information) with such third-party service providers.

- b) We may enter into commission, fee and / or information sharing arrangements with third party service providers. We may disclose information relating to you to such persons. If you ask, we will, to the extent permissible, give you details of such arrangements.
- c) You irrevocably and unconditionally accept that we or any of our employees, third party service providers and agents may contact you via phone or email for the purpose of providing you with information to provide you products and services at your sole risk and without any liability on our part or our employees or agents. We will not be liable for the performance or any act or omission of any such service provider or any of their employees or agents, including any fraud, misconduct, negligence or insolvency on the part of any of them.
- d) You are liable to us and will indemnify us on demand against any loss arising from or incurred by us engaging any third-party service provider in connection with an Account or in providing you with a service.
- e) We may suspend, terminate or close any Account or service immediately upon written notice in the event that any arrangement between us and a third party service provider relating to the Account or service is suspended or terminated for any reason.
- f) You must pay any fees and / or charges imposed by any such third party service provider on you or us for any transaction.

## 26. Our Information

- a) It is understood by you that information / materials available on the Site and in these Terms are subject to change from time to time at our absolute discretion. Unauthorized use of the Site and the services available thereon, including but not limited to, unauthorized access to our systems and misuse of any Details or information available on the Site is absolutely prohibited.
- b) All information/materials available on our Site are and will remain our property and shall authorize us to use them for whatever purpose at our absolute discretion.
- c) Information/materials on our Site including electronic versions, links and other things are available in "as is condition". We do not guarantee the adequacy of such information/ materials, especially those relating to portfolio of negotiable instruments or exchange rate and we do not

take the liability for error or deletion thereof. We do not give any guarantee whatsoever, whether express or implied or legal regarding the authenticity of such information/ materials including without limitation any guarantee regarding not infringing on third parties' rights or relating to ownership, quality control, conformity to the intended purpose or absence of viruses.

- d) You take full liability for any adverse consequences resulting from relying on our Site information.
- e) The Site may contain communication links with third parties' websites. We will not take any liability for any information or material or product or service offered or published by third party's website linked to our Site.
- f) Upon linking our Site to any third party's website, we do not recommend using any information, material, product or service available thereon and we will not be liable for any failure thereof. Such third party may have its own privacy policy and might provide a less secure online banking service.
- g) Nothing on the Site constitutes an offer to sell or solicitation to buy any securities, financial instruments, products, accounts or services or provides any advice or recommendation regarding them.

## 27. Call Centre

- a) We operate a Call Centre. For queries and concerns regarding Accounts or any Channels or services, you should contact the Call Centre on +974 4449 0000 and Paycards on +974 4449 0025, or our customer service number stated on the back of our Debit Cards and Credit Cards.
- b) We may record calls for the purposes of process improvement, Instruction or Response verification, records and quality control training purposes.

## 28. Notices

- a) Any notices or communications to us shall be addressed to: The Commercial Bank (P.S.Q. C.), P.O. Box 3232, Doha, State of Qatar.
- b) Any notices or communications to you shall, unless notified otherwise, be deemed effectively sent if sent to the last known address or any subsequent address notified to us.
- c) Notices to joint Account holders may be delivered to only one joint Account holders.

## 29. Trade Names and Trademarks

- a) Our trademarks and trade names are used and registered





throughout the world.

- b) We and our subsidiaries also claim rights in certain other trademarks and service marks contained on the Site and no third individual/party whether incorporated or un-incorporated shall have any claim on the referred trademarks/ names or any intellectual property right of any nature.

### 30. Interest

- a) Interest accrued on funds standing to the credit and funds standing to the debit of a current Account, Savings Account or Deposit Account shall be calculated on a daily basis according to the cleared credit or debit balance in the Account. All interest amounts shall be credited to the Account at the end of each month or after each quarter.
- b) Debit interest shall be calculated on the debit balance of any Paycard Account.
- c) Interest rates may fluctuate from time to time based on market conditions and QCB rates and instructions.
- d) Interest rates may be changed or modified at any time other than during the period of a current Term without any notice to you.

### 31. Right of Set-Off

- a) In the event there are insufficient funds held in the Account, we shall exercise our right of set-off described in these Terms.
- b) We may, at any time and without notice to you, combine or consolidate all or any of the credit balances held in your Accounts and set off amounts due and owing to us.
- c) Joint Account holders authorize us to exercise our right of set-off on their respective shares.
- d) If more than one Account exists at any time on our books, the balances standing to the credit in any such Accounts shall only be available after deducting the balances standing to the debit of any such Accounts.
- e) Balances standing to the credit of any Account may be set-off against debit balances in other Accounts by us at any time even if such Accounts are not in the same currency, the balance of each Account being considered as cover and provision for the balance of any other Account.
- f) We will at all times exercise our right of an implied pledge or mortgage on any or all of your rights or properties, existing or lodged with us, present and future. Such implied rights shall extend to commercial papers, securities, shares or scrips, bonds, certificates of deposit, bills,

receipts, cheques, deposits or money in any form, bullion or precious metals, title deeds to real estate, goods or any other rights of property of you.

### 32. Our Rights

- a) We reserve the right to:
- i. amend these Terms at any time at our absolute discretion. Any such amendments shall be posted on the Site and may also be posted in our branches and / or other premises. Such amendments shall be binding on you from the date of update on the Site;
  - ii. at our absolute discretion, close or suspend any or all Accounts at any time and transfer the debit balance to an Account designated "Account under Collection" subject to compound interest at the rate set out in the Tariff of Charges from the date of closing or suspending the Account until full and final settlement of all outstanding debit balances;
  - iii. withdraw a Card or refuse a reissuance of a Card at any time. We may demand in writing immediate repayment of any and all outstanding debit balances together with any applicable interest, fees and charges due to us, notwithstanding that we may hold security or guarantees in respect of the same;
  - iv. require you to provide written confirmation or additional information in relation to an Instruction;
  - v. refuse any application for the services on any of our Channels at our absolute discretion;
  - vi. modify any information provided on Telephone or SMS Banking; and
  - vii. appoint any Agency to provide availability of and accessibility to Telephone or SMS Banking.
- b) The M-Commerce Service is our property and we retain the copyright interest in all software and documentation relating to the M-Commerce Service, including any subsequent amendments.

### 33. Assignment and Transfers

- a) You may not assign, transfer or charge funds held in any Account or any Paycard Account to any third party by way of security without the prior written consent of us.
- b) You shall not assign your rights and obligations under any banking transactions to any third party without obtaining our prior written consent.





### 34. Fees and Charges

- a) We may charge fees or charges for issuing Cards, authorizing and executing a Transaction and for any other banking service provided to you.
- b) All fees and charges shall be as per our prevailing rate and can be found in the Tariff of Charges which may be amended from time to time at our absolute discretion. Any such amendment shall be posted on the Site and we shall not be bound to notify you individually, provided that the Bank shall comply with the QCB's instruction to notify certain changes.\*
- c) Foreign currency transactions shall be subject to our prevailing exchange rate. Charges incurred in currencies other than the billing currency will be converted at the prevailing rate of exchange and mark-up as determined by us at the time of the Transaction.
- d) No fee is currently charged to you for use of a Card in a Machine not belonging to us; however we reserve the right, at any time, to introduce such fees and charges at our absolute discretion. For the use of a Card, you shall be subject to any additional applicable fees and charges on our part and any fees or charges on the part of the merchant at their discretion. No fee is currently charged by us to you for use of the Channels, however we reserve the right, at any time, to introduce such fees and charges at our absolute discretion, the cost and implementation of which shall be notified to you in advance.
- e) Fees and charges are non-refundable and will be debited directly and automatically from the Account. In the event there are insufficient funds in the Account, we reserve the right to overdraw your Account with associated fees and charges as set out in the Tariff of Charges being applicable and terms of right of set-off shall apply.
- f) A Balance Transfer shall be subject to a non-refundable fee automatically and directly debited from your Account.
- g) An early settlement charge may be levied in the event you settle the Balance Transfer amount prior to the scheduled maturity.
- h) A nominal processing fee will be charged for each Transaction on the 'Pay in Instalment' Scheme, debited directly from your Account.
- i) The calculation of Credit Shield Plus charges does not include the outstanding balance of any installment transactions i.e. 'Buy Now Pay Later', 'EasyPay' or 'Quick Cash'. Therefore, the Credit Shield Plus Insurance Policy will not cover the remaining instalment balance during the claim process.
- j) We may impose fees or charges in respect of Cards including but not limited to the following:
- i. joining fee – we may introduce promotional campaigns to offer Credit Cards free of joining fees and annual fees for a certain period. Thereafter we shall have the right to apply the prevailing annual fees and charges;
  - ii. cash advance fee;
  - iii. annual Card renewal fee;
  - iv. Card facility annual fee;
  - v. Card replacement or re-issuance fee;
  - vi. Transaction fee;
  - vii. over-limit fee in the event you exceed your Credit Limit;
  - viii. charge for unpaid amounts, accruing from the due date of such payment up to and including the actual date of payment
  - ix. recovery of unpaid amounts due and owing by you under the Card;
  - x. processing charge-backs;
  - xi. any costs, losses or expenses incurred by us in providing the Card facility; and
  - xii. any other fees and charges applicable to a Card facility, Transactions or any other banking service provided by us in connection with the Card facility as set out from time to time in the Tariff of Charges.
- k) We reserve the right to impose, waive or amend fees relating to any Facilities granted, in line with our prevailing policies.
- l) Our Tariff of Charges for rejection of standing orders and returned cheques will be applied.
- m) We shall be entitled to charge you for the costs incurred by us including but not limited to legal fees and court costs incurred in enforcing our rights under these Terms.
- n) We may charge a fee for any notices sent to you, including but not limited to notices of late instalment repayments.
- o) Payments not received on their due date or within three Business Days thereof shall be subject to a default interest charge payable monthly on the outstanding balance. The default interest charge shall be in accordance with the Tariff of Charges.





p) Fees or service charges related to failed or cancelled Transactions where the funds are credited back to your account are not refundable.

### 35. Termination

#### a) Cards

- i. We may at any time suspend or cease altogether a Card facility upon written notice to you.
- ii. Any withdrawal, suspension, cessation or termination of the Card or the Card facility shall not affect your accrued liabilities to us in relation to the Card or these Terms.
- iii. You may terminate the Card facility upon thirty days written notice to us. Termination by you shall only be effective from expiry of the thirty day notice period and shall be conditional on return of the Card to us and full and final settlement of your liabilities under the Card.
- iv. You shall remain liable for charges incurred on the Card including Transaction amounts, fees or charges for a period of ninety days from the effective date of termination.
- v. If your card is delinquent, suspended, withdrawn, cancelled or terminated for any reason, all reward points accumulated but not redeemed at the time thereof shall be forfeited.

#### b) Channels

- i. We may restrict or cease your use of any Channel at any time and for any reason upon notice to you. We may suspend a Channel or any facility available thereunder without notice where it is necessary or advisable to do so.
- ii. You may cease use of any Channel at any time upon written notice to us.
- iii. Termination of the Account relationship will result in immediate and automatic termination of Telephone or SMS Banking linked to the Account.
- iv. We may terminate your use of a Channel in the event that you:
  - a) fail to comply with these Terms;
  - b) fail to make any payment due to us in accordance with the Accounts, the Facilities and these Terms;
  - c) engage in any illegal activity;
  - d) are convicted of a criminal offence;

- e) ceases to be employed by your present employer without a new position reasonably acceptable to us;
- f) have an expulsion or deportation order issued against you; or
- g) file for bankruptcy.

v. We may terminate your Online Banking Service Account or the Online Banking Service altogether at any time in our sole discretion provided that at least 60 days' notice.

(vi) We may terminate any of your Credit Cards if there is no activity on such card for a period of 12 months or more without prior notification to you.

vi. You may terminate your registration to the M-Commerce Service at any time upon written notice to us. We may suspend, restrict or terminate your M-Commerce Service (or any facility or service available thereunder) or your registration thereto at any time in our sole discretion. Termination of your registration to the M-Commerce Service or the Online Banking Service (whether by you or by us) shall not affect completion of any Instruction sent prior to the effective time of termination.

vii. Termination of any Channel shall not affect the accrued rights and liabilities of you prior to any such termination.

#### c) Default

- i. We may terminate your Account, your Facilities or your Card, call on all collateral held and / or require repayment of all outstanding sums (including applicable interest and fees), without the need for any notice or alert in the following circumstances:
  - a) if you fail to settle any amount owing to us when due;
  - b) if you breach these Terms or the terms and conditions of any other agreement with us;
  - c) if an order or sentence is issued against you in respect of any outstanding debt or any other unfulfilled obligation on your part;
  - d) conviction of a material offense under the laws of the State of Qatar;
  - e) issuance of an expulsion or deportation order against you;
  - f) your bankruptcy;
  - g) if your service is terminated by your present employer unless you have provided us with evidence (in form





and substance satisfactory to us) of confirmed employment with an alternative employer within the State of Qatar within 15 days from the date of notification of termination of employment from your present employer;

- h) where you have a Credit Card and there is any reduction in your monthly income that changes your exposure or obligation in relation to your income;
- i) for any Facility which has been granted based on employment in the State of Qatar, you undertake that you will not take any advance against end of service gratuity to be paid by your employer from any other party and any breach of this undertaking shall be deemed to be an event of default under these Terms and the relevant documentation for the advance of the Facility; or
- j) your salary is not credited to your account held with us.

ii. If any of the preceding conditions occur, we will be entitled to terminate any Account, Facility and / or Card or require immediate repayment of any Facility or any outstanding balance on a Card or enforce any security held, including an entitlement to request our appointment as a custodian over any secured property.

d) Insurance of Visa Platinum/Gold or MasterCard Gold Card shall terminate in the following cases:

- i. Termination of a Card or access to the Channels;
- ii. Not meeting the programme criteria;
- iii. Death of total disability of the insured; and
- iv. Non-payment of the dues for 90 days or more (coverage will be returned in case of the payment of all dues).

### 36. Anti-money Laundering

- a) Account opening and availing of Accounts, Paycard Accounts, Channels and any Facilities offered by us are subject to all information requested by us and required in accordance with QCB and Qatar law anti-money laundering regulations and our regulations and policies being provided by you.
- b) If the information criteria are not met or information so provided proves to be incorrect or fraudulent we are under no obligation to, and have the absolute right to refuse to, offer any accounts, cards or facilities to you. In the event

of suspicion concerning your involvement in money laundering, terrorism financing or other illegal activities, QCB and other government entities may be notified accordingly of all such suspicion and we may be required by QCB to set aside funds transferred to or held in your Accounts. We also reserve the right to withdraw banking facilities and services or offset funds or securities held in your Accounts against any indebtedness owed to us.

### 37. Liability for Instructions Issued Through Telephone, Facsimile, Telex, Email or Any Similar Electronic Means

- a) We shall be authorized (but not obliged) to rely on and act in accordance with any notice, demand or other communication relating to any transaction which has been issued or expected to be issued from time to time through telephone, facsimile, telex, email or any similar electronic means by the customer or his representative after inquiring about the authority or identity of the person who has issued or expected to issue such notice, demand or communication.
- b) You shall pay all banking fees and expenses resulting from using such electronic means whether incurred by us or any correspondent bank and we shall not be liable for any error resulting from bona-fide relying or acting on such notice, demand or communication.

### 38. Liability and Indemnity

- a) You shall be liable for all losses incurred by you and / or us in the event you have breached your obligations hereunder or acted without reasonable care or fraudulently. We shall only be liable to you for losses suffered by you as a result of breach of these Terms by us or as a result of our own gross negligence or willful misconduct.
- b) You shall remain (jointly and severally as applicable) liable until full settlement of all amounts, including interest, fees and charges, under an Account, including negotiable instruments. Where the Channels or a Card are linked to a joint Account all joint Account holders shall be jointly and severally liable under these Terms.
- c) You shall be liable for and you will indemnify us, our officers, agents, employees and affiliates on a full indemnity basis from and against all actions, claims, proceedings, demands, losses, damages, harm (including direct, indirect or consequential), costs, expenses, charges, taxes, penalties and legal costs and any other liabilities of whatsoever nature which we may suffer or sustain by reason of any breach of these Terms, your use of the Channels or a Card, any authorised use of the Channels or a Card by a third





party, unauthorised use of the Channels or a Card by a third party due to your breach of the security measures outlined in these Terms or any fraudulent or negligent act on the part of or on behalf of you and any cost incurred by us in enforcing these Terms.

- d) For Cardholders where there are principal and supplementary Cardholders, the principal Cardholder and supplementary Cardholder shall be jointly and severally liable for all obligations under the Card facility.
- e) We shall not be liable for any malfunction and/or failure of any of our self-service card printing machines or other terminals or devices which dispense Cards unless caused by our own wilful default or gross negligence.
- f) No claim by you against a merchant may be the subject of a defence or counter-claim against us or the provider of any Card Scheme.
- g) We and the provider of any Card Scheme do not guarantee goods or services purchased using a Card or entertain disputes between you, merchants, the Insurance Provider, Airport Lounges or any other third party.
- h) We and the provider of any Card Scheme shall not be liable for:
  - i. any act, warranty or guarantee by a merchant, any failure to deliver, misrepresentation or any other breach by a merchant whatsoever and you expressly waive any right you may have against us or any of our affiliates in respect of a Transaction;
  - ii. any failure to fulfil our obligations unless such failure is due to our gross negligence or wilful misconduct;
  - iii. any Response to an Instruction sent to your Device unless and until given adequate notice and time to make relevant changes in our system in the event of a change in the Device number or notification of loss or theft of such Device;
  - iv. incorrect information input by you, or for the consequences, financial or otherwise, of any incorrect information input;
  - v. any dispute arising between you and your telecommunications provider;
  - vi. any delay in onward transmission of utility bill payment funds to any utility company which may result in disruption of the utility service due to reasons beyond our control;
  - vii. for the presentation of any withdrawal orders and/or documents, promissory notes, bills of exchange or other negotiable instruments presented by you;

viii. for raising or failing to raise protest for non-acceptance or non-payment, for all notifications thereof, for commencing legal proceedings to enforce payment in due course of all such negotiable instruments remitted to us as banking security or as a guarantee;

- ix. any losses, costs, claims or damages of whatsoever nature, whether direct, indirect or consequential, suffered or incurred by you as a result of:
  - a) any of the Channels or any service linked to a Channel being totally or partly unavailable for any reason including but not limited to any period of essential maintenance, critical change, repairs, alteration to or failure of systems or operations;
  - b) acting on, failing or delaying to act on or processing, any Instruction or non-delivery or delayed delivery of a Response or an error, loss or distortion in transmission or wrongful transmission of a Response except in each case to the extent caused by our gross negligence or wilful misconduct and our liability shall be limited to the payment of interest (in the case of delay, for the period of the delay);
  - c) acts, failures, delays or omissions of third parties;
  - d) corrupt data being sent through the Channels;
  - e) computer virus or line or system failure;
  - f) the failure of any machine, data processing system, equipment associated with using a Card or transmission link whether or not owned or operated by us;
  - g) any unauthorized, fraudulent, or erroneous transaction on your Account or using a Card unless we have been notified accordingly by you and given reasonable time to suspend Accounts and Cards;
  - h) access by a third party to information concerning your account(s) (except where such access is obtained due to our gross negligence or wilful default and in such cases we will only be liable for direct loss or damage to you which in the ordinary course of events might reasonably be expected to result from circumstances in question); or
  - i) any alteration, addition or deletion to these Terms, the services or the systems of operation of any of the Channels.
- h) Provision of a Card facility is dependent upon third party Card providers/agents. We do not guarantee the continuance of any Card or loyalty reward provider





relationship.

- i) Fraud weights is a parameterised monitor introduced by us to control and highlight a potential fraudulent transaction based on a combination of fraud weights assigned to various elements present in the transaction during the authorisation request. Should you, whilst travelling abroad, opt out of these fraud weight controls, we shall not be held liable for any fraudulent / suspicious transactions transacted on a Card, with the sole responsibility of honouring and settling any such fraudulent / suspicious transactions being vested upon you.
- j) You shall be liable for, and shall indemnify us against, any costs, claims, damages or losses resulting from:
  - i. you acting negligently, without reasonable care or fraudulently, so as to facilitate unauthorized transactions or otherwise cause any loss or damage (for the avoidance of doubt acting without reasonable care shall be deemed to include failure to observe any of your security obligations referred to in these Terms);
  - ii. your reliance on information available on the Channels;
  - iii. any loss or damage to your Device, data, software, computer, telecommunications or other equipment caused by you or any third party authorised by you using the Channels;
  - iv. your access to and use of the Site and the Channels;
  - v. subject to any applicable terms, any Instruction issued by or on behalf of you.
  - vi. charges from your telecommunications provider due to you accessing and utilizing the Channels.
  - vii. reversal, revocation or cancellation of Instructions;
  - viii. payment of utility bills (including any late payments);
  - ix. erroneous payments to a third party in accordance with your Instructions;
  - x. any loss, damage or harm arising due to non-compatibility between our Channels and your computer or Device, including any lack of security software on your part that could result in any loss, damage or harm to your computer, Device, Account(s) or Card(s);

- xi. Instructions issued from, and Responses sent to, your Device including retention of Instructions and Responses on your Device;
- xii. access by a third party to the Device, Account information or SMS Banking information through your Device;
- xiii. ensuring transaction beneficiary account information and your Card and Account information is kept up to date within the Channels to prevent rejection of Instructions;
- xiv. loss that is not reported either to the appropriate police authority or transport carrier with 24 hours of occurrence; or
- xv. use of Contactless Cards regardless of proper authorization.

- k) You shall be liable for any transaction, fees or charges on the Card prior to notification to us of a lost or stolen Card. Subsequent to the notification, and after a reasonable time, of a lost or stolen Card you shall only be liable for Transactions, fees and charges on the card as determined by us unless it is proven you have acted fraudulently. In any event, our responsibility is only limited to the allocated Credit Limit on the Card. We are not liable for any monies credited to your Card over and above the allocated Credit Limit.

- l) You shall not be liable for:
  - a) Instructions sent from, and Responses sent to, your mobile after giving us notice of, and reasonable time to act on, a security breach of loss of or change in mobile number; and
  - b) fraudulent Instructions provided that there is incontrovertible evidence of such fraud.
- m) Information provided by us, such as account information and share information, is believed to be accurate and reliable when presented, however we cannot and do not guarantee the validity and correctness of such information.
- n) We shall not be liable for any partial or complete damage to any items deposited in a Safe Deposit Locker howsoever caused.
- o) You shall reimburse us for all costs and expenses incurred in re-opening a Safe Deposit Locker and/or changing the lock and key pursuant to your locker or key being lost or stolen.





- p) Transactions or any other actions, costs, expenses or losses incurred in the activation and use of the Card shall be your responsibility and liability.
- q) You shall remain liable for any transactions, fees and charges incurred on an Account for a period of 90 days after the date the related Card is returned to us pursuant to withdrawal, suspension, cessation or termination of the Card facility or the Account by either you or us.

### 39. Governing Law and Jurisdiction

- a) The Accounts, each Facility, access to and use of the Channels (including all incidental services) and these Terms or any non-contractual obligations arising under them shall be governed by and construed in accordance with the laws of the State of Qatar.
- b) Any dispute arising in relation to the Accounts, each Facility, access to and use of the Channels (including all incidental services) or these Terms or any non-contractual obligations arising under them shall be submitted to the non-exclusive jurisdiction of courts in the State of Qatar.
- c) We reserve the right to pursue of our rights or remedies outside of the State of Qatar in the courts of any other competent jurisdiction considered appropriate.

### 40. Sanctions

- (a) You shall not, directly or, to the best of your knowledge, indirectly, fund all or part of any payment under the Account out of proceeds derived from transactions which are prohibited by Sanctions or would reasonably be expected to cause you or us to be in breach of Sanctions or would reasonably be expected to result in you or us being listed on any Sanctions list or becoming a target of Sanctions.
- (b) You shall not, directly or indirectly, breach any Sanctions.
- (c) You shall promptly upon becoming aware of them, provide to us the details of any claim, proceeding, formal notice or investigation with respect to Sanctions relating to you.
- (d) If you breach this clause we may immediately close the Account.

### 41. Miscellaneous

- a) These Terms have been executed in both Arabic and English languages, in the event of any discrepancy between the languages, the Arabic text shall prevail.
- b) These Terms shall apply in conjunction with any other terms and conditions applicable to you and any of your Accounts,

Cards, Facilities or Channels utilized by you.

- c) Any waiver by us of any breach by you shall not be construed as a permanent waiver and such waiver will not affect adversely the rights of us under these Terms at any other time.
- d) In the event that any provision hereof shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not impair or affect the remaining provisions, all of which shall continue in full force and effect.
- e) The Site is not intended for distribution to, or use by, any person or entity in any other jurisdiction or country where such distribution or use would be contrary to local laws or regulations.
- f) Notwithstanding anything to the contrary in these Terms, we shall at all times be obliged to comply with all rules and regulations of any governing authority, including but not limited to QCB.
- g) You guarantee to us the regularity of all endorsements and the authenticity of all signatures appearing on all cheques and other negotiable instruments.
- h) In accordance with QCB regulations, current, savings, call and time deposit Accounts not operated for a period of 1, 2 or 5 calendar years shall be deemed dormant and balances of such Accounts shall be transferred to the General Authority for Minor Affairs/Estates Department at the Ministry of Awqaf and Islamic Affairs after an elapse of ten years from the last movement detected in the Account.
- i) If you cannot sign your name, you should produce proper (and most recent) photographic identification acceptable to us and the Account may be opened with a thumb imprint in place of a signature. Current Accounts may not be opened for you in such circumstances.

