



**Terms and Condition  
for Corporate Banking Services**





## Terms and Conditions for Corporate Accounts

### 1. Definitions & Construction

#### 1.1 Definitions

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

**“We”, “us” and “our”** means The Commercial Bank (P.S.Q.C.), its assigns and successors and where the context requires includes any third party service provider appointed by us to provide incidental services to you.

**“You” and “your”** means a corporate customer of us or the authorised agent of such customer.

**“Account”** means any of your bank accounts held with us, including but not limited to Current Accounts, Call Accounts, Deposit Accounts, Investment Accounts and Card Accounts.

**“Application”** means any application form completed by you for the purpose of opening accounts, Cards and / or availing of Facilities and to which these Terms relate.

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

**“Cards”** means any corporate credit cards, deposit cards and/or Debit Cards held by you with us from time to time.

**“CIB”** Corporate Internet banking is the online channel provided by us to you whereby you, through your delegates, may access account information and convey instructions to us in respect of certain accounts held by you with us. Not all accounts may be accessed through CIB.

**“CMB”** Corporate mobile banking is the online channel provided by us to you whereby you, through your delegates, may access account information and convey instructions to us in respect of certain accounts held by you with us. Not all accounts may be accessed through CMB. Customers registered for CIB shall automatically be provided access to CMB.

**“Corporate online banking services”** are the online channels provided by us to you whereby you, through your delegates, may access account information and convey instructions to us in respect of certain accounts held by you with us.

**“Credit Limit”** means your mandated limit for using the Card and making individual transactions (including cash withdrawals).

**“Cut-off”** times shall mean the cut-off time for instructions to be acted on by us which is regulated by QCB. The Cut-off time is currently 1.00 pm Qatar time, Sunday through Thursday.

**“Debit Card”** means the VISA Electron card or other branded debit card issued by us.

**“Delegate”** shall mean the individual nominated by you to access CIB on behalf of you and authorised to use CIB to enquire and/or submit Instructions on behalf of you as further defined in Clause 22 (Corporate Authorisation).

**“Facility”** means any loan facility granted to you by us.

**“Instruction”** means a request for information or transaction instruction issued by you to us in connection with any Account, Card or a Facility including but not limited to instructions concerning Trade Finance, in each case submitted to us by the Delegate through CIB.

**“Machine”** means, but is not limited to, an ATM machine, Point of Sale (POS) machine or any other means through which you can effect payment for goods or services

**“Passcode”** means the RSA token provided to the Delegate which is an electronic token that generates a new passcode access number every 60 seconds and which must be used in conjunction with the User ID and Password to gain access to CIB.

**“Password”** means the password chosen by you or provided to you by us pursuant to your signup to CIB. The password shall be used for all access by your Delegate to CIB.

**“PIN number”** means the security code issued by us used to authorise transaction using a Debit and /or Credit Card.



“**Qatar Riyals**” and “**QR**” means the lawful currency of the State of Qatar.

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

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

“**Service(s)**” means collectively the services available on CIB from time to time.

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

“**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.

“**Tariff**” means the tariff of charges set out on the Site as updated from time to time at our discretion.

“**Terms**” means these terms and conditions, together with information contained within the ‘Help’ link of CIB, and any supplementary terms which will be notified to you through CIB from time to time.

“**Time**” means Qatar local time.

“**Trade Finance**” shall mean Letter of Credit (including import and export); Letters of Guarantee (including Performance Bond; Tender Bonds; and Payment Guarantees); and Collection.

“**User ID**” means user name of the Delegate to gain access to CIB whereby which we can identify the relevant Delegate.

“**Username**” means the username provided to you by us pursuant to your signup to CIB. The username shall be used for all access by you to CIB.

## 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 and Facilities offered by us is conditional upon your acceptance of these Terms (on your behalf and on behalf of each of your Delegates), 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. They are applicable to all new and existing Accounts with effect from the Effective Date.
- b) Operation of any Account including through use of CIB 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 CIB as provided by us and we are willing to make CIB available to you.
- d) The CIB service shall be supplied to you by providing you with an online account through which you can access the Accounts you hold with us, send Instructions to us, and submit requests.



### 3. Account Opening

- a) An Account can be opened by you in the name of a company, club, association, embassy or non-profit organisation.
- b) In accordance with QCB regulations, Accounts opened for personal use may not be used for commercial purposes.
- c) 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 which may be amended from time to time at our absolute discretion.
- d) 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.
- e) For all new accounts opened, you are required to maintain therein a monthly minimum credit balance of QR100,000 or such other amounts deemed fit by us for the first 6 months from the account opening date. 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.

### 4. Current Accounts and Cheque Books

- a) You will be issued with a cheque book and deposit card (in each case, where applicable) and may deposit and withdraw convertible currencies; receive payments; undertake transactions; make payment orders; obtain bankers drafts and other negotiable instruments; and draw, endorse and negotiate cheques, drafts and other negotiable instruments.
- b) You shall surrender back the chequebook when required by us. Legal proceedings will be taken in case of noncompliance therewith.
- c) Pursuant to Article 357, Law No. (11) of the Year 2004 (Penal Code), an accountholder who intentionally:
  - i. issues cheques against no funds or against insufficient funds;
  - ii. issues cheques but subsequently withdraw the full or part amount from the account, causing the cheque to be dishonoured;
  - iii. issues cheques but subsequently instruct the drawee to stop payment;
  - iv. issues or signs cheques in a manner that will not permit withdrawal of funds; or
  - v. endorses or delivers cheques knowing that such cheques are unpayable,
 shall be subject to imprisonment and/or any other penal charges advocated by Qatar law or regulation. You shall pay the cheque amount and any expenses sustained by the beneficiary in accordance with the Civil Law. We may, at our sole discretion, recall unused cheques; refuse to issue a new cheque book; close an account; or register you on the blacklist sent periodically to QCB.

### 5. Foreign Currency Accounts

We reserve the right to deposit any foreign currency received in an account in our name at 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, and (ii) inability to make a payment due to the unavailability of funds for any reason.

### 6. Deposits

- a) Deposits to an Account may be made in person, by mail, through CIB, or as otherwise permitted by us; however, no deposit shall be available to you 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 such funds are cleared.
- c) We may in our discretion and in accordance with our prevailing policies charge you for any fees or charges for 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.

## 7. Instructions

- a) Instruction amounts and applicable fees and charges shall be debited directly from your account.
- b) You shall not issue cheques if there are insufficient funds held in the Account to honour such cheques.
- c) You guarantee the authenticity of all signatures appearing on all cheques and other negotiable instruments.
- d) We shall effect Instructions or payment/transfer orders after full compliance with “KYC” and anti-money laundering regulations prescribed by QCB.
- e) Any Instruction will be deemed to be validly, legally and genuinely given by you and we will be entitled to rely and act on Instructions without any further confirmation or verification from you. No acknowledgement or receipt of Instructions shall be issued by us and we shall not verify Instructions.
- f) You agree that the Instruction shall become irrevocable once submitted to us, cannot be reversed without our prior approval and further agree that such Instruction, once accepted by us, entitles us to debit your Account for the value equivalent of the amount specified in the Instruction together with all applicable fees and charges, whether ours, our correspondent banks or a third party banks.
- g) We will endeavour to effect Instructions as soon as reasonably possible and on a best efforts basis. 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.
- h) You are liable for any Instruction in relation to your Accounts and we will not be liable in any manner for any unauthorised, fraudulent, or erroneous Instruction.
- i) You are responsible to ensure that all details relating to a beneficiaries account are input correctly and in full. We are under no obligation to verify, confirm or complete beneficiary account details and we shall not be liable for any funds transferred to an incorrect beneficiary as a result of incorrect or incomplete beneficiary account information.
- j) We may, at our sole discretion and without explanation, refuse to effect an Instruction or delay effecting an Instruction:
  - i. if we have reason to believe an Instruction is issued for an illegal purpose; or
  - ii. is contrary to our (or any third party bank’s (as directed)) anti-money laundering policies.
- k) An Instruction submitted through CIB will not be effected if operation of CIB is suspended or terminated for any reason.
- l) Transaction Instructions shall be subject to your transaction limits as set by you in your mandate, where applicable. Instructions in excess of the limit, or where there are insufficient funds in the relevant account, may not be authorised by us and may be subject to fees, charges or penalties as set out in the Tariff including charges associated with casual or unauthorised overdraft.
- m) 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 correspondent 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). Our only liability shall be to refund you at current market value less any costs and expenses incurred.

n) We reserve the right to require you to provide written confirmation or additional information in relation to an Instruction.

o) As the execution of Instructions 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 Instruction to our own correspondents as soon as possible, and we will not be held liable for any delay or cancellation of the Instruction caused as a result of:

i. errors or misinterpretations of the Instruction;

ii. Instruction procedures, processes or regulatory requirements followed; or

iii. holiday calendars followed by any of our correspondents or other entities (including but not limited to the beneficiary bank) in the Instruction process.

p) Instructions to transfer funds to an account held in a foreign country (i) are made through successive and correspondent 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 correspondent banks and we shall not be obliged to verify the onward transmission or completion of the transaction, 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.

q) 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.

r) 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.

s) 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 on a Business Day and during normal working hours.

t) Instructions in foreign currencies or where the receiving account is not held with us will only be effected up to the Cut-off applicable to the foreign currency and/or third party bank transaction on a Business Day. Instructions given after the Cut-off for a currency and/or third party bank transaction on a Business Day will only be executed on the next Business Day.

u) You admit having knowledge of our procedures and regulations and those of the beneficiary bank and country to where payment is remitted. Under no circumstances will we be held liable for delays or cancellation arising as a result of erroneous/incomplete capture of data by you in the Instruction. 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 orders.

v) You agree that in the event of us accepting liability for any error which may result in a delay in the Instruction process or cancellation of an Instruction, our acceptance of liability shall be limited to the extent of payment of interest at our rate specified in the Tariff for any period of delay.

w) 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.

x) Foreign currency Instructions will be converted at the rate of exchange applicable at the time of processing. We reserve the right to suspend all or any part of a transaction which requires the use of an exchange rate if there are valid reasons for doing so, including but not limited to during a volatile market.



## 8. Instructions issued by a Delegate

- a) Instructions submitted by the Delegate will be accepted by us only if and once the authenticity of the User ID, Passcode and Password has been verified by CIB.
- b) You authorise us to rely and act upon all Instructions properly authorised and submitted by the Delegate, even if they conflict with your other existing other mandate(s).
- c) You authorise us to debit your Account with any amounts we have paid or incurred in acting in accordance with any seemingly valid and authorised Instructions.
- d) We will not be liable for the accuracy of the Instructions submitted by your Delegate. You shall ensure that Instructions submitted are accurate and complete.
- e) We shall carry out post-dated Instructions on the post-dated date or on the Business Day following the indicated date if the date indicated is not a Business Day.
- f) When using CIB to effect payments overseas, or to non-resident Accounts, the Delegate undertakes to:
  - i. submit satisfactory supporting evidence that we may require, i.e. invoice, valid trade import license (if applicable), contracts, Statement of Account, or sales reports. Such documentation must be submitted to us within two (2) Business Days from the date the transaction is processed. In the event of an investigation or a random check described below such documentation must be submitted within two (2) Business Days from receiving such a request; and
  - ii. indicate CIB "reference number" (as indicated in the Statement of Account) and the date of payment on each document submitted and retain for a period of three (3) years from the date the payment is processed original copies of supporting evidence where such evidence is submitted to us by electronic means.
- g) You authorise us to conduct random checks on the supporting evidence mentioned in Sub-clause g(i) above for us to ensure that you and your Delegates are compliant with regulatory requirements in respect of payments overseas or to non-resident Accounts. You accept and hereby authorise us to disclose to QCB and any other government regulatory authority any information required in connection with any transactions performed through CIB.
- h) Any breach of the law and/or failure to submit to us the supporting evidence in accordance with Sub-clause g(i) above will result in an automatic suspension of CIB provided to you with QCB duly notified.

## 9. Unclaimed Funds

Prevailing QCB rules and regulations shall apply with regard to funds that are not claimed. 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 the unclaimed fund account after five years from the date of issue, and thereafter to the General Authority for Minors' Affairs/Estates Department after a period of another five years, as per QCB Circular Reference 115/2003 or otherwise in compliance with any updated QCB instructions.

## 10. Utility Bill Payments

- a) 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.
- b) We shall not be responsible for any delay in completing a utility bill payment due to reasons beyond our control, in particular in relation to the onward transmission of utility bill payments to the utility companies which may result in disruption of the utility service.

### 11. Transaction Limits

- a) All transaction Instructions through CIB will be subject to the following limits:
- i. Maximum aggregate daily /Transaction limit per customer for all transfers, payments etc. (including internal, external, domestic and foreign) provided by you and subject to any update by you while accessing CIB.
  - ii. Maximum daily / Transaction limit per customer for all internal transfers (including payments and transfers between customers' own accounts and third party accounts with us) which are provided by you and subject to any update by you while accessing CIB.
- b) You are directly responsible for the transaction limits you set up in CIB and agree that we have no liability in respect of Instructions submitted and carried out within those limits.
- c) Please refer to the "Help" link on CIB for relevant transaction limits.
- d) We reserve the right to , at our sole discretion , amend daily/transaction limit at any time without revealing any reason.

### 12. Interest

- a) Interest accrued on funds standing to the credit of an 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 according to our defined frequencies and in compliance with QCB's regulations.
- b) Interest accrued on funds standing to the credit of a deposit account shall be calculated on the daily cleared credit balance.
- c) Interest rates may fluctuate from time to time based on market conditions and QCB rates and instructions.

### 13. Right of Set-Off

- a) 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.
- b) 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.
- c) We will at all times exercise our right of an implied pledge or mortgage on any or all your rights or properties, existing or lodged with us, present or future. Such implied rights shall extend to your 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.

### 14. Liability and Indemnity

- a) Prior to notification to us of a disclosed, lost or stolen card and/or PIN code, you shall be solely liable for any transactions on your Account. Subsequent to notification and after a reasonable time for us to suspend the accounts, you shall not be liable for any further unauthorised transactions unless we can prove that you have acted with gross negligence or fraudulently.
- b) You shall be liable for all losses incurred by you in the event you have breached your obligations hereunder or acted without reasonable care or fraudulently.
- c) You will indemnify us, our officers, agents and employees on a full indemnity basis from and against all actions, claims, proceedings, demands, losses, damages, 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 or any fraudulent or negligent act on the part of or on behalf of you.
- d) You will be solely liable for:
- i. all costs, claims, actions, damages or losses suffered or incurred by you accessing and using CIB;
  - ii. all costs, claims, actions, damages or losses associated with reversal, revocation or cancellation of Instructions;



- iii. payment of utility bills (including any late payments);
  - iv. erroneous payments to a third party in accordance with your Instructions;
  - v. all losses (including the amount of any transaction Instruction carried out without your authority);
  - vi. unauthorised transactions on your Account if you have acted without reasonable care or fraudulently, so as to facilitate such unauthorised transactions (for the avoidance of doubt acting without reasonable care shall be deemed to include failure to observe any of your obligations referred to in these Terms);
  - vii. your reliance on information available on CIB;
  - viii. any loss or damage to your data, software, computer, telecommunications or other equipment caused by you using CIB; and
  - ix. any loss, damage or harm arising due to non-compatibility between CIB and your computer device, including any lack of security software on your part that could result in any loss, damage or harm to your computer or account(s).
- e) You undertake to indemnify us from and against all actions, claims, proceedings, demands, losses, damages, harms (including direct, indirect or consequential) costs, expenses, charges, taxes, penalties and legal costs and any other liabilities of whatsoever nature which we may incur or suffer by reason of:
- i. your access to and/or use of CIB;
  - ii. acting on Instructions of a Delegate;
  - iii. failure of you or your Delegate to comply with its obligations under these Terms;
  - iv. costs, losses or expenses incurred by us pursuant to your input of incorrect, erroneous or fraudulent information in an Instruction;
  - v. your acting without reasonable care or fraudulently;
  - vi. access to your account(s) through CIB by third parties; submission of Instructions; and us acting upon, delaying to act upon, or refraining from acting upon an Instruction and complying generally with our obligations or enforcing our rights under these Terms.
- f) We shall not be liable for any losses, costs, claims or damages of whatsoever nature, whether direct, indirect or consequential, suffered or incurred by you as a result of:
- i. CIB or any service linked to it 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;
  - ii. any unauthorised or fraudulent use of CIB by a Delegate;
  - iii. acting on, failing or delaying to act on or processing, any Instruction except to the extent caused by our error, 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);
  - iv. inability or failure to perform our obligations under these Terms unless such failure is due to our gross negligence or fraud;
  - v. acts, failures, delays or omissions of third party banks;
  - vi. corrupt data being sent through CIB;
  - vii. any act, error, omission, failure or delay by any third party in relation to any account held by you or an Instruction or transaction;
  - viii. machine failure (whether or not owned or operated by us) or malfunction;
  - ix. your use of any equipment, software or associated user documentation which any party other than us produces at any time for use in connection with CIB; or
  - x. computer virus or line or system failure; or the failure of any machine, data processing system or transmission link.
- g) In respect of Cards:
- i. in the case of supplementary Cardholders, you shall be liable for all obligations under the Card facility;
  - ii. no claim by you against a merchant may be the subject of a defence or counter-claim against us;



- iii. we do not guarantee goods or services purchased using a Card or entertain disputes between you, merchants, insurance companies or any other third party;
  - iv. we shall not be liable for 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;
  - v. provision of the Card facility is dependent upon third party Card providers/agents. We do not guarantee the continuance of any Card provider/agent relationship.
  - h) Fraud weights is a parameterised monitor introduced by us to control and highlight a potential fraudulent Credit Card transaction based on a combination of fraud weights assigned to various elements present in the transaction during the authorisation request. Should the Cardholder, whilst travelling abroad, opt out of these fraud weight controls, we shall not be held liable for any fraudulent / suspicious transactions transacted on the Card, with the sole responsibility of honouring and settling these fraudulent / suspicious transactions being vested upon the Cardholder.
  - i) We and our correspondents shall be relieved from all responsibility in the presentation of all withdrawal orders and/or documents, promissory notes, bills of exchange or other negotiable instruments presented by you.
  - j) We will be relieved from all responsibility for raising or failing to raise a 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 in guarantee or for any other cause whatsoever.
  - k) The technology applied for our obligations 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.
  - l) We do not exclude or limit liability for loss of interest on your credit balances or interest incurred on the debit balances as a result of a Delegate Instruction that we have processed in breach of our duties to you hereunder.
  - m) We will not be liable to you for any loss or damage arising out of a Delegate's use of CIB to the extent that such loss or damage is a loss of profits, a loss of data or whether or not we have been advised of the possibility of such loss or damage.
- Nothing in these Terms shall limit our liability for our gross negligence or fraudulent misrepresentation.

#### **15. Access and Use of Corporate Online Banking Services**

- a) We will, on a best effort basis, make available CIB, however routine maintenance requirements, excess demands on the system and reasons beyond our control may cause disruptions in availability.
- b) You acknowledge that we are granting you a non-exclusive, non-transferable, temporary license to use CIB and this permission is restricted to authorized legitimate use of this service. All information, trademarks and names given on the Site belong to us and you agree:
  - i. not to use this information except in connection with accessing and using CIB;
  - ii. not to make copies, sell, assign, commercially rent, sub-license or otherwise transfer the same to any third person; and
  - iii. not to attempt to decompose, reverse or tamper with the system or software related to CIB.
- c) You should only access and use CIB on a computer or other device which you own.
- d) You are responsible for ensuring that your computer is compatible with CIB and has all necessary security software.
- e) In using CIB, you:



- i. must ensure that your computer or other device used to access CIB is free from any computer viruses;
- ii. are adequately protected against computer viruses;
- iii. irrevocably and unconditionally accept liability for any and all Instructions without limitation;
- iv. must not interfere with or damage (or in any way attempt to) any data, software or security associated with CIB; and
- v. must ensure that there are sufficient funds in your account(s) for us to complete an Instruction.
- f) We may suspend any service without prior notice where we consider it necessary or advisable to do so.
- g) We may restrict or cease your CIB at any time and for any reason upon notice to you.
- h) "It is understood that all terms and conditions that apply to Corporate Internet Banking ( CIB ) including all binding obligations are applicable to Corporate Mobile Banking Service (CMB) and that you have read and accepted all the said terms and conditions and shall be fully bound by them when using the Corporate Mobile Banking Service.
- I) Customers registered for CIB shall automatically be provided access to CMB,
- J) limits applicable from time to time to CIB and CMB may vary and may not be the same

## 16. Security Measures

- a) You are responsible for complying with any security measures and requirements which we may advise you from time to time.
- b) 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 CIB are adequately secure to manage and control the risks in operating the systems, taking into account relevant laws, regulations and good practice prevailing in the banking industry as applicable from time to time.
- c) You must ensure that:
  - i. your Delegate keeps the Passcode, User ID and Password;
  - ii. you keep Account numbers, Card numbers and PIN, confidential and secure at all times and take all reasonable steps to prevent unauthorised access to and use of them.
- d) You must ensure that you and your Delegates advise us immediately of any unauthorised access to CIB, disclosure of Account numbers, Card details or PIN numbers or any unauthorised instruction which the Delegate knows of or suspects or if the Delegate suspects that someone else knows the Delegate's Passcode, User ID or Password. In such an event you must ensure that the Delegate changes their Password immediately through CIB. We may request the Delegate to assist us and the police in trying to recover any losses incurred by unauthorised access to CIB. We may disclose information about you and/or your Accounts to the police or other authorised third parties if we believe they will help prevent or recover losses.
- e) The advice by us of any PIN numbers or other codes must be destroyed immediately after receipt. Any record of the PIN must be unidentifiable and kept separate from the relevant Card.
- f) In the event you suspect or discover that your Account number, Card number or PIN number have become known by any 3rd party or a Card is lost or stolen you must immediately notify us and may be required, at our discretion, to provide written notification of such claim setting out all relevant details and supporting evidence (if any) of the incident. We will suspend your Card and make arrangements for issuance of a new PIN number as necessary.
- g) You may be charged a fee for replacement of a lost or stolen Card.
- h) 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.



i) You shall be liable for any Transactions, fees or charges on the Card prior to notification to us of a lost or stolen Card. Subsequent to notification, and after reasonable time following notification of a lost or stolen Card you shall only be liable for Transactions, fees or charges on the Card as determined by us unless it is proven you have acted negligently or fraudulently.

j) For security purposes, in the event you desire to change a PIN applicable to a Card held by you, you are advised not to change a PIN to a code similar to any other code used for any other card held by you. We shall not be liable for any costs, loss or damage howsoever incurred by you due to any change in PIN, including but not limited to exposure of the PIN during the PIN change process.

#### **17. Fees and Charges**

a) All fees and charges levied shall be as per our prevailing rate and can be found in the Tariff.

b) Any fees and charges are non-refundable and will be directly debited from your Account. In the event there are insufficient funds held in the Account, we shall exercise our right of set -off.

c) We may charge fees or charges for issuing, renewing or replacing Cards, cash advances, over-limits, authorising and executing a transaction and for any other banking service provided to you.

d) Foreign currency transactions shall be subject to our prevailing exchange rate.

e) No fee is currently charged to you for use of Cards in Machines not belonging to us, however we reserves the right, at any time, to introduce such fees and charges in our sole discretion.

#### **18. Records and Statements**

a) We will not issue a printed advice or confirmation in relation to instructions on your account(s).

b) You must check your Statement of Account(s) and records regularly and advise us immediately and in any event within 15 days, in the event of any discrepancy or dispute. Any failure to notify us within 15 days of any discrepancy or dispute will deem such Statement of Account(s) or records to be true and correct and conclusive.

c) Your Statement of Account together with our records will be the official record (save for manifest error) of all Instructions and constitute conclusive evidence of Instructions and dealings with us and may be admitted as evidence in the event of any legal proceedings.

d) You agree not to object to the admission of our records as evidence in any legal proceedings because such records are not originals, are not in writing, or are documents produced by a computer.

#### **19. Lost or Stolen Passcode, Username and Password**

a) If you suspect or discover that your Passcode, Username and/or Password have become compromised, you must notify us immediately by calling our call centre who will suspend your access to CIB and make arrangements for replacement access.

b) Prior to notification in accordance with the above article, we will not be liable for any unauthorised transactions under your account(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 unauthorised transactions unless you have acted fraudulently or negligently.

c) You agree and acknowledge that we may disclose information about you or your Account(s) to the police or third parties if we think it will help prevent or recover losses.

#### **20. E-Messaging**

a) The E-Messaging facility enables you to send and receive secure messages to/from us through CIB.

b) You should not send e-messages:

i. relating to matters for which there is a specific functionality available on CIB (e.g. to make a payment);

ii. which require immediate attention;

iii. which are requests of a transactional nature;



- iv. reporting the loss or theft of cheques and or Cards;
- v. on behalf of a 3rd party or in relation to any dealings with 3rd parties; or
- vi. which are offensive, frivolous or other inappropriate.

Failure to comply with the above may result in termination of your access to CIB.

- c) We may send you e-messages concerning any Account(s), product or service which you may have with us.

## 21. Suspension and Termination or Closure

- a) You may close your Accounts at any time upon giving written notice to us.
- b) CIB, any Facility or any Card may be terminated at any time by you giving at least thirty (30) days' notice in writing to us. Termination by you shall only be effective from expiry of the thirty day notice period and shall be conditional on (if applicable) return of the Card to us and full and final settlement of your liabilities under the Card or relevant Account or Facility.
- c) You may cease access to a user of CIB at any time upon written notice to us.
- d) We may terminate your CIB altogether at any time in our sole discretion. We shall use reasonable endeavours to notify you of any termination.
- e) Termination of CIB shall not affect completion of any Instruction submitted prior to the effective date of termination of your use of CIB.
- f) We may suspend any service provided to you under CIB without notice where we consider it necessary or advisable to do so.
- g) We may at any time suspend your Account, a Facility or a Card facility upon written notice to you.
- h) We shall be entitled to receive all fees and other monies due up to the date of termination of CIB and may deduct any sum payable to it from any amounts we may be obliged to remit to you.
- i) We reserve the right to, at our sole discretion, withdraw, close, not renew or suspend any or all Accounts, Facilities or Cards at any time and transfer the debit balance to an account designated "Account under Collection" subject to compound interest at the overdraft rate as from the date of closing or suspending the account until full and final settlement of all outstanding debit balances.
- j) 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.
- k) Closure of Accounts, Facilities or Cards by either us or you shall not affect any rights or liabilities accruing prior to closure.
- l) Closure shall be subject to QCB Circular No. 30/2009 setting out the instructions of the General Authority for Minor Affairs/Estates Department or any updated instructions from QCB.
- m) In accordance with QCB's regulations, current, call and time deposit accounts not operated for a period of one and five calendar years respectively shall be deemed dormant, balances of such accounts shall be transferred to the General Authority for Minors' Affairs/Estates Department at the Ministry of Awqaf and Islamic Affairs after an elapse of ten (10) years from the last movement detected in the account.
- n) 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.
- o) Each Card issued to you or your Delegates or Cardholders is and shall remain our property and must, upon withdrawal, suspension, cessation or termination of the Card or the Card facility, be returned to us.
- p) 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.



- q) 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.
- r) You shall remain liable for charges incurred on the Card including Transaction amounts, fees or charges for a period of ninety (90) days from the effective date of termination.

## **22A. Default Entitlements and Feature Enablement in Corporate Internet Banking (CIB)**

### **a) Default Entitlements**

The Bank may, at its discretion and from time to time, assign default entitlements or access rights within CIB to the corporate customer's authorised users. Such entitlements shall be based on the authority levels and operational mandates provided by the corporate customer to the Bank during account opening or as subsequently updated. These default entitlements shall be limited to functionalities that are consistent with the corporate customer's approved account mandate and shall not exceed the authorisation levels applicable to equivalent paper-based instructions. Reporting and enquiry-related features may be enabled by default for users with enquiry access.

### **b) Introduction of New Features**

Upon the introduction of new CIB features, modules, instruction types, or services, the Bank may enable such functionalities for the corporate customer's authorised users by default, provided such access remains within the scope of their existing authority. The Bank shall notify the corporate customer of such new features through email or other approved communication channels.

### **c) Right to Modify or Opt Out**

The corporate customer may request modification or deactivation of any default entitlements by submitting a formal instruction in accordance with its account mandate. Until such instruction is received and acknowledged by the Bank, the default entitlements shall be deemed accepted by the corporate customer.

### **d) Liability and Control**

The corporate customer shall be responsible for monitoring user entitlements and ensuring that access provided under this clause aligns with its internal controls and authorised signatory structure. The Bank shall not be liable for any transactions or actions carried out within the scope of the corporate customer's approved mandate or by authorised users.

## **22b. Corporate authorisation**

You must (may) nominate a minimum of two (2) authorised representatives ( or Single User) to act as a Delegate on behalf of you authorised to access CIB and to submit instructions. (By adding single user profile and signing the declaration letter, you accept the risk of doing transaction through CIB as a single user having both the rights i.e. maker and checker.). The Delegates must be notified to us immediately upon application for use of CIB. If the delegates are not named in your Commercial Registration, we will require a Board Resolution in a form acceptable to us and in conformity with your memorandum and articles of association or equivalent constitutional documents naming the appointees as "delegates" empowered to use CIB on your behalf. The Board Resolution should explicitly state who the delegates are and what authority and limitations they have and must be submitted before CIB will be provided to you or access granted to the delegates.

## **23. Errors regarding CIB**

- a) In the case of an error relating to CIB, we will take all reasonable steps to correct the defective service and/ or retransmit or reprocess any instructions at no additional cost to you.
- b) In the event that we have levied any charge to you which is specifically expressed to be for a particular service which has not been or is not currently available on CIB then we will reimburse you. Other than reimbursing any fee as set out herein we will have no further liability to you.



#### **24. Software license and encryption**

- a) You will not be able to use CIB unless the software you are using has a minimum level of encryption.
- b) You agree to be bound by the terms of the license or similar agreement governing the use of any software enabling you to access and use CIB.
- c) You should be aware of any export restrictions contained in any software used to access and use CIB and should keep up to date with such restrictions and the other terms of the software license or other agreement by regularly checking the relevant software publisher's website.
- d) We use a very high level of encryption and accordingly you should take advice from the local jurisdiction from which you are accessing CIB to ensure that the encrypted software can be taken into or out of and/or used in the relevant country or countries without breaching any applicable laws.

#### **25. Notices**

- a) All notices and advices to be given by us to you under these Terms may be given in writing or electronically over CIB. All such notices and advices will be deemed to have been received by you:
  - (i) In the case of delivery by post, 48 hours from dispatch to the last address provided by you; and
  - (ii) In the case of notification via CIB when the delegate acknowledges having read the notice or advice via CIB.
- b) You shall immediately and at all times notify us of a change to your legal and /or residential status. Any judicial and / or other notice (s) shall be deemed effective if sent to you at the address stated in the Application, or to any address subsequently notified to us.
- c) 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.  
and our telephone number for making any enquiries, activating cards or reporting lost/stolen cards is +974 4449 0000.
- d) Any costs or expenses incurred by us in sending any notices (other than Responses) to you may be charged to you.

#### **26. Anti-Money Laundering and Sanctions**

- a) It is understood by you that account opening and availing of Facilities offered by us is subject to your provision of all information requested by us and required in accordance with QCB's anti-money laundering regulations and our regulations and policies; if the required information is not provided or proves to be incorrect or fraudulent, we are under no obligation to, and have the sole right to refuse to, offer CIB, any Account, any Card or any Facilities to you. In the event of suspicion arising concerning your involvement in money laundering, terrorism financing or other illegal activities, QCB 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.
- b) We may be subject to sanctions or embargos imposed by the QCB or any international organisation. We may not accept your Instructions and may refuse payments in or out of an Account if to take any such action would or would be likely to put us in breach of such sanction or embargo.
- c) Funds paid out from or into your Account may be confiscated or blocked by the QCB or any international organisation if your Instructions cause you and / or us to be in breach of sanctions or embargos imposed by the QCB or any such international organisation. In such event we shall have no liability to refund you or compensate you for any funds so confiscated or blocked.



## 27. Eligibility

- a) Approval for a Card, CIB, an Account or any Facilities shall be subject to completion of the relevant Application; 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.
- b) We reserve the right to refuse any Application without revealing any reason.

## 28. Cards

- a) Cards may be issued to you subject to our acceptance of your Application. Cards held by a supplementary Card holder shall be conditional upon continuance of the Card relationship with you.
- b) 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 Application.
- c) You must sign the Card immediately upon receipt and the Card may only be used:
  - i. by the designated Cardholder whose name appears on the face of the Card;
  - ii. subject to the prevailing Terms;
  - iii. within the Credit Limit; and
  - iv. during the validity period embossed on the Card.
- d) The Card shall be subject to a Credit Limit mandated by us. 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.
- e) Cards shall be renewed automatically prior to the Card expiry unless you notify us otherwise at least 45 days prior to the Card expiry.
- f) All Cards issued by us are and shall remain our property and must be returned to us at our request or upon cancellation of the Card.

## 29. Card Transactions

- a) Card transactions may only be executed in Machines that accept your Card.
- b) Card transactions executed using your Card shall be deemed to be validly executed by you.
- c) You irrevocably and unconditionally accept as binding all Card transactions and applicable fees and charges unless you notify us otherwise.
- d) Where there are supplementary Cardholders, transactions by one Cardholder shall be binding on you and shall be documented in one Statement of Account.
- e) We may set daily Card transaction limits, including amounts and frequencies and if exceeded such Card transactions shall not be authorised.
- f) Card transactions executed outside Qatar will be converted from the foreign currency into QR at the time of the Card transaction using our prevailing rate of exchange.
- g) Card transactions that cannot be stopped in time shall be effected as validly given and applicable charges shall be debited from the Account.
- h) Card transactions shall not be effected if there are insufficient funds in the account. In calculating funds available to you we will take into account any outstanding Card charges and any funds credited or debited to the Account.
- i) We may refuse to authorise any Card transaction, in particular if we have reason to believe it may be fraudulent or illegal.
- j) We shall debit the Account with applicable fees and charges immediately upon executing a Card transaction.
- k) Any refunds by a merchant shall only be credited to the Account upon receipt by us of the amount of such refund.
- l) Card transactions may be 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. You are advised to retain any invoice copies and other evidentiary documentation regarding a Card transaction as evidence of the Card transaction, including the amount.

m) 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 (30) 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 Card transaction dispute raised after the passing of the said time limit will be refused.

n) You will only be credited with a refund in respect of a disputed Card Transaction provided we actually receive the refund amount from the merchant.

### **30. Payments**

a) You undertake to pay us the amount of all Card transactions including applicable fees and charges arising from use of the Card.

b) 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 period and reflected on the next Statement of Account. It is in our sole discretion to withdraw your right to make partial payments and to call for immediate payment of the total outstanding without prior notice.

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

d) Payments by you shall be applied in chronological order from the date incurred.

e) Payments not received by or on their due date shall be subject to a default interest charge payable monthly on the outstanding balance. The default interest charge shall be at our discretion as set out in the Tariff.

f) You shall remain liable to make all payments due irrespective of any dispute between you and a merchant or other third party or any failure to receive any Card Statement of Account or other notification to pay for any reason.

### **31. Delinquent Cards**

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.

### **32. Use of Deposit Card**

a) The Deposit Card has been specifically issued to you to facilitate deposit of cash collected at its retail outlets at any convenient time through any Machine to your accounts linked to the card.

b) All cash deposits to the account shall be subject to these Terms, our internal rules / by-laws and the terms and conditions set out in the relevant Application.

c) Cash deposits will be available to you when we have completed transaction processing.

d) The Card will not provide access to cash withdrawals or any other feature or service.

e) The Cardholder must verify all details of the credits shown on the deposit slip printed by the ATM by checking them and report any discrepancies or disputes if any to us within the next working day. We will reject any discrepancy or dispute after such time.

### **33. Renewal**

Cards will be renewed automatically upon the expiry dates of the cards unless otherwise requested in writing by the Cardholder at least 45 days before expiry dates.



#### **34. Cardholder or Delegate leaving your Employment**

You will advise us in writing of any termination which requires cancellation of a Cardholder's Card or a Delegate's authority.

#### **35. Amendment of these Terms**

We shall be entitled to amend, vary or supplement these Terms in our sole discretion by sending a revised agreement to you, by hosting the amended terms on our Site or by any other method deemed appropriate by us. We may impose additional charges for any service provided under or in connection with these Terms from time to time. Any such amendment, variation or modification shall take effect from the date specified in the relevant variation, amendment or modification or the date of posting or publication.

#### **36. Postponement Campaigns**

From time to time we may run 'Postponement Campaigns' for all loans, which postpone monthly scheduled instalment repayments for a period of time. Upon signing your relevant documentation relating to Facilities with us, you may request us to register you in all Postponement Campaigns for the relevant Facility, subject to the terms and conditions for such Postponement campaigns as shall be notified to you through advertisement unless you notify us otherwise upon the launch of such Postponement Campaign.

#### **37. Add on Products**

We may, from time to time, introduce products in connection with your Facility, including but not limited to Loan Care ("add on products"); upon signing documentation relating to your Facility you request us to register you for any such add-on products for this Facility subject to the terms and conditions for such add on products as shall be notified to you through advertisement unless you notify us otherwise upon the launch of such add on product.

#### **38. Additional Services and Campaigns**

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

#### **39. Your Information**

- a) You confirm that all information provided by you is true and accurate and you authorise us to make any enquiries we consider to be necessary to verify and authenticate such information.
- b) In the event that any information provided by you to us shall change, including but not limited to your legal form or ownership 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) You agree that we are entitled to rely on information provided by you, without any obligation to verify such information for security, administration or any other purposes. Such information will, upon submission, become our property.

We have your explicit consent to:

- a. Obtain any information which Qatar Credit Bureau, and/or any other credit bureau, duly licensed under the laws in Qatar (the “Credit Bureau”), in regards to your Accounts each time you request or guarantee a loan, Card or any other type of Facility from us, during the processing or closing of a loan, or at various times during the term of a Facility in connection with the servicing, monitoring, collection or enforcement of such Facility;
- b. Us advising the Credit Bureau of your consent and/or provide evidence of such consent by electronic or any other means necessary;
- c. The Credit Bureau providing the said credit information to us by electronic or any other means necessary; and
- d. At any time at our absolute discretion, use or disclose the particulars and information provided by you or any information relating to your liabilities towards us or any other financial information, to banks, debt collection agencies or credit bureaus.

You understand and agree that your consent above which is hereby given:

- i. shall subsist for the duration of any current or future credit facility that you may have or apply for with us and for so long as such credit facility shall subsist;
- ii. cannot be revoked during the subsistence of any facility that you may have with us but only upon or after the termination of such facility; and
- iii. will be applicable to all applications that you may make to obtain a credit facility from us where you are involved in that application either as the borrower or guarantor and also for the purpose of facilitating risk assessment for granting further extensions of credit by us in relation to any credit facility currently existing or which may come into existence in the future.

#### **40. Our Information**

- a) Unauthorised use of our Site and the services available thereon, including but not limited to, unauthorized access to our systems or information available on the Site is absolutely prohibited.
- b) All information/materials available in our Site are and will remain our property and you shall authorise us to use them for whatever purpose in our sole 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 or sufficiency 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.
- e) Our 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 a 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 CIB.



g) We may:

- i. change the mode of operation;
  - ii. add or remove or otherwise change the services/facilities provided under the Site; and close down temporarily or permanently CIB.
- h) 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.

#### 41. Call Centre

- a) We operate a Call Centre. For queries and concerns regarding Cards, Accounts or any Facilities or services, you should contact the Call Centre on +974 4490000.
- b) We may record calls for the purposes of process improvement, Instruction or response verification, records and quality control training purposes. You acknowledge and accept that your calls to us may be recorded and any such recordings may be used as evidence of Instructions in a dispute.

#### 42. Trade Names and Trademarks

Our trademarks and trade names are used and registered throughout the world. We and our subsidiaries also claim rights in certain other trademarks and service marks contained on our Site or their web pages and no third party whether incorporated or unincorporated shall have any claim on the referred trademarks/names or any intellectual property right of any nature.

#### 43. Miscellaneous

- a) These Terms shall apply in conjunction with any other terms and conditions applicable to you, CIB, your Accounts, Cards and / or Facilities utilised by you.
- b) Any waiver by us of any breach by you shall not be construed as a permanent waiver and such waiver will not affect adversely our rights under these Terms at any other time.
- c) You shall not assign your rights and obligations under these Terms, any Facilities, the Cards, the Accounts, loan contracts or any other banking transactions to any third party without obtaining our prior written consent.
- d) You may not assign, transfer or charge funds held in any account to any third party by way of security without our written consent.
- e) 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.
- f) Each of CIB, your Accounts and your Cards should be used in good faith and in accordance with these Terms and should not be abused or used to commit any kind of fraud or illegality.
- g) We do not undertake that services, reward programmes or facilities available to you as a result of arrangements between us and third parties will continue indefinitely.

#### 44. Confidentiality

- a) We will take reasonable care to ensure that information about you which is stored or transmitted using CIB or has been identified by you as confidential, remains confidential and is not disclosed to any third parties without your written permission. However, you authorise us to disclose information relating to you and your Accounts where we are obliged to comply with Court orders, government agencies, law, regulation or any lawful authorities anywhere in the world or where we consider it necessary to give effect to an Instruction.
- 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.

#### **45. Language**

This agreement was drawn up in both Arabic and English languages, in case of any discrepancy between the texts, the Arabic text shall prevail.

#### **46. Governing Law and Jurisdiction**

The provision of CIB, Cards, the Accounts and Facilities (including all incidental services) and these Terms shall be governed by and construed in accordance with the laws of the State of Qatar. Any dispute shall be submitted to the exclusive jurisdiction of courts in the State of Qatar. We reserve the right to pursue remedies outside of the State of Qatar in the courts of any other competent jurisdiction considered appropriate but you agree to waive any right to dispute the jurisdiction of the courts of the State of Qatar for settling any disputes. Notwithstanding what is stated above with respect to Internet Banking without prejudice the following shall specifically apply to the e-banking for Trade Finance via internet, known by any name including Corporate Trade Portal (CTP).

##### **a) Definitions**

CTP or Corporate Trade Portal is the online channel provided by the Bank for Corporate for submission of Trade Finance transactions. Your employees will have access to all the Trade Finance Product outstanding in your account as well as permit you to apply for issuance or amendments of the Trade Finance Transactions and view copies of debit advices and transmitted swift messages. Also you will be able to generate reports on your trade transactions.

##### **b) Agreement**

The CTP service shall be made available to you through internet portal upon your application where in you can access the details of the outstanding items in your Trade Accounts/Apply for Trade Transactions 24/7 from anywhere in the world.

##### **c) Instructions**

The CTP allows you to submit instructions to Bank to apply for new LC /LG/Financing requests or amendments as appropriate in addition to seek Export LC confirmation, Discrepant LC Bill Acceptances etc.

##### **d) Liability and Indemnity**

You undertake to indemnify us from and against all actions, claims, proceedings, demands, losses, damages, harms (including direct, indirect or consequential) costs, expenses, charges, taxes, penalties and legal costs and any other liabilities of whatsoever nature which we may incur or suffer by reason of your employee using the CTP to transact with the bank and /or their failure to abide by the Terms and Conditions.

##### **e) Access and use**

We will, on a best effort basis, make available CTP platform, however routine maintenance requirements, excess demands on the system and reasons beyond our control may cause disruptions in availability occasionally. You acknowledge that we are granting you a non-exclusive, non-transferable, temporary license to use the CTP platform for conducting your trade transactions only with the bank.

##### **f) Security measures**

You are responsible for complying with any security measures and to keep the user ID, password, passcode and OTP safe and secure and away from unauthorized access. In case a RSA token device has been issued to you, you are responsible for its safekeeping. Upon the expiry of the device we will be replacing the same with the Smart based One Time Password OTP only if suggested by the Bank.



#### **g) Fees and Charges**

All LC /LG issuance and amendments through Online Trade Portal may be eligible for rebate in issuance fees as per the Bank's policies. This is at the sole discretion of the bank and may be withdrawn at any time without prior notice. Refer to the Tariff of Charges published in our website for more details on the rebates.

#### **h) Supply chain**

In case you choose to offer sub-access to your trading partners / employees of your counterparty, for the supply chain module of the CTP, you agree that you will be solely responsible for their actions. If the actions been conducted by your own employees, with regards to raising of orders /invoices , accepting orders / invoices , requesting for finances , repayment and settlement request, you are aware of being liable for payment of any interests or charges as appropriate for which counterparties accounts are not well funded.

#### **i) Changes**

We (CB) shall be entitled to amend, vary or supplement these Terms in our sole discretion without prior notice without assigning any reason thereof.

#### **47. e-Notifications/e-Alert/e-Advices/e-Statements**

In consideration of the Bank from time to time agreeing to send copies of Import Letter of Credit / Letter of Guarantee/ Financing requests Debit and Credit advices/ Documents submitted under the LC/LG/Financing requests related to our Trade finance transactions over email via internet or by fax, automatically from the trade finance application used in the Bank operations, to our standard email id provided at the time of account opening. We agree to indemnify the Bank that it shall not be liable against all proceedings, claims, losses, damages or expenses (including legal costs); and the Bank agreed accept and acknowledge that Internet Communications may be subject to interruption, distortion, non or mis-delivery and may not be confidential, secure or error free as they can be intercepted, corrupted or lost and may contain viruses and also that the Bank will not be obliged to accept instructions from us. Also Bank is not liable for any delay or failure in any transmission, dispatch or communication facilities

#### **48 ) Supply Chain finance**

1. The Bank would make disbursement under SCF facilities (receivable finance / payable finance / invoice discounting) as per credit approvals maximum up to 95% of the invoice value and net of all interest and charges by crediting the proceeds to Borrower's account with the Bank.
2. All disbursements will be made only after the unconditional acceptance of the invoice by the Counterparty.
3. The disbursements may be on a 'with recourse' basis or a 'without recourse' basis as per the "terms Agreed upon" .
4. If the borrower withdraws from the contract with the Counterparty or Buyer fails to pay the outstanding balance amount representing receivables owed by the Buyer, the Supplier Borrower will have to settle the outstanding amount standing to the credit of the Borrower to the Bank. The Bank shall refund to Borrower the balance if any after adjusting the entire dues, interest, costs and other amount recoverable by the Bank from the Borrower.
5. The Bank shall not be responsible for any delay or payments from the Supplier where borrower under SCF is the Buyer . The Borrower shall be responsible to follow-up with the Counterparty to make prompt payment of the invoices at maturity and /or pay penalty for transactions that become overdue
6. The Buyer will give / provide necessary consent / assignment of proceeds of the receivables, for which the Borrower has availed finance, in favour of the Bank.

7. If for any reason there is an overdue invoice (payment yet to be received from the counterparty), the Bank shall have the right to suspend further disbursement of receivable financing to the borrower until the dues are cleared

8. The Borrower will not further obtain financing for the invoices/receivables/ payables which have already been financed by the Bank, from any other financial institution for raising any loan without the prior written consent of the Bank.

9. In any event in which any refund become due and payable, under any agreement, Arrangements executed / made between the Borrower and Counterparty or otherwise, the Counterparty agrees not to pay any amount on any account to the Borrower by way of refund or otherwise without the written consent of the Bank. In case so required by the Bank any such amount shall be paid by the Counterparty to the Bank.

These Terms are subject to all applicable laws or regulations of the State of Qatar including the Instructions to Banks issued by QCB and regulations pertaining to the prevention of terrorism, terrorism financing and anti-money laundering.