



# CB Household Worker PayCard Terms and Conditions

**These terms and conditions (these “Terms”) set out the terms on which The Commercial Bank (P.S.Q.C.) (“Commercial Bank”) shall provide Paycard services to an individual employer (the “Employer”) who employs household staff (the “Employee”).**

## 1. Definitions

In these Terms, the following words shall, unless the context otherwise requires, have the following meanings:

**1.1 “Account”** is the Commercial Bank account that is designated by the Employer to be debited for all Salary Payments credited to the Cardholder’s Paycard.

**1.2 “Business Day”** means a day other than Friday and Saturday on which banks are open for business in Qatar.

**1.3 “Cardholder”** means an individual who maintains a Paycard account with Commercial Bank under the terms and conditions of issue.

**1.4 “Equipment”** means the Point of Sale (POS) machines and PIN Pads, authorization systems and all accessories, connections and peripherals employed to support the Paycard service.

**1.5 “Paycard”** means the Mastercard issued by Commercial Bank to the Cardholder with the name ‘Paycard’ printed on the face of the card, for use by the Cardholder at automated teller machines (ATMs) and merchant outlets using Point of Sale (POS) machines that accept the Mastercard brand.

**1.6 “Salary Payments”** means all amounts in Qatari Riyals authorised to be credited to the Paycard account of each Cardholder by the Employer.

## 2. Terms of Use

2.1 The Employer shall ensure that a Paycard is given or made available only to the Cardholder named on the Paycard application form and/or the Paycard. The Employer shall ensure that the Cardholder signs the Paycard immediately

upon receipt and that the Cardholder is made fully aware of the Paycard “Terms and Conditions for Cardholders” set forth in the Paycard application form. Each Paycard shall remain the property of Commercial Bank at all times.

2.2 Commercial Bank agrees to emboss and encode a Paycard for the applicant nominated by the Employer in form of a request raised through either Retail Internet Banking / Mobile Internet Banking channel.

2.3 Commercial Bank agrees to allow each Cardholder to utilize the Paycard in accordance with the available balance and subject to Commercial Bank’s “Terms and Conditions for Cardholders” as set forth in the Paycard application form. Transactions in excess of the Paycard available balance will be declined.

2.4 To comply with Qatar Central Bank regulations, a valid QID copy and passport copy should be uploaded when requesting a Paycard through either the Retail Internet Banking or Mobile Internet Banking channel.

2.5 The Employer undertakes to cancel the Paycard upon termination of the household service contract between Employer and Employee.

## 3. Liability

3.1 Commercial Bank accepts no liability for the safekeeping of Paycards or PIN numbers once they have been issued to Employer.

3.2 The Employer shall be fully responsible for the accuracy of Employee details entered in each application completed and the Salary Payments uploaded via Retail internet Banking or Mobile internet Banking. The Employer will also be responsible for sending the signed preprinted application form(s) to Commercial Bank. Commercial Bank accepts no liability for inaccuracy of such details and information or for receipt of false or inaccurate Salary Payments.

## 4. Payment

4.1 In consideration of providing the Paycard service, the Employer shall pay to Commercial Bank a one-time card account set up fee of QAR 10/- . In addition, the Employer shall pay to Commercial Bank





a card service administration fee of QAR 10/- every month. The foregoing fees shall be debited automatically from the Account.

4.2 Commercial Bank is entitled to review and amend the pricing set out in clause 4.1 above at any time during any original or extended period at its sole discretion by sending a thirty-day prior written notice thereof to the Employer. The new pricing shall be binding on the Employer if Commercial Bank does not receive any objection thereto from the Employer within thirty days from the sending date.

#### 5. Loss of Card

When a Paycard is lost or stolen, the Cardholder should notify the Employer upon discovery of the loss or theft in accordance with the terms and conditions of issue, and the Employer in turn shall notify Commercial Bank by calling 4449 0025, whereby a new Paycard will be issued for the Employee and delivered to the Employer. The Employer shall make a note of the replaced card number and ensure that the new number is indicated in any subsequent transfer of Salary Payments to the Employee. The Employer shall be liable for any losses incurred through fraudulent use of the Paycard until Commercial Bank receives notification of such loss.

#### 6. Failure of Equipment

Commercial Bank will accept no liability for loss incurred by failure of Equipment caused by circumstances beyond its direct control.

#### 7. Paycard Operating Procedures

7.1 The Employer shall comply with all rules, instructions and procedures set forth in Annex 1: Paycard Operating Procedures. Commercial Bank may from time to time amend the Paycard Operating Procedures in accordance with clause 9 (Amendment).

7.2 The Paycard Operating Procedures set forth in Annex 1 shall be deemed as part of these Terms and shall be read and interpreted accordingly.

#### 8. Confidentiality

These Terms and the matters contemplated herein shall be treated as strictly confidential. Neither party shall disclose such information to any third party or use it for any purpose unless disclosure is required by a court order or requested by a regulatory body. In the event that this clause is breached by the Employer, Commercial Bank may terminate these Terms without prior notice.

#### 9. Amendment

Commercial Bank may amend these Terms from time to time by sending revised terms and conditions to the Employer. The revised terms and conditions shall be enforceable if the Employer has not objected thereto within thirty days from the sending date.

#### 10. Term, Expiry and Termination

The term of the Paycard shall be for a period of one calendar year commencing as of the acceptance date of these Terms and expiring after the passing of one year and shall be automatically renewed thereafter for similar periods unless terminated by one of the parties during any original or extended period by sending a six-month written notice of termination to the other party. Any such expiry or termination shall be without prejudice to the rights and obligations of the parties accruing prior to the date of expiry or termination.

#### 11. Governing Law and Jurisdiction

11.1 These Terms and all matters arising out of them shall be governed by and construed in accordance with the laws of the State of Qatar.

11.2 The courts of the State of Qatar shall have non-exclusive jurisdiction to settle any dispute arising out of the implementation or construction of these Terms.

#### 12. Language

These Terms have been prepared in Arabic and English and in the case of any discrepancy between the languages, the Arabic text shall prevail.





## Annex 1: Paycard Operating Procedures

### A. Paycards

The Employer will provide the designated Employee with a Paycard, the use of which will be explained by the Employer to the Cardholder.

### B. Operating Procedures

#### 1. Paycard Issuance

1. The Employer shall login to Commercial Bank's Mobile Internet Banking or Retail Internet Banking channel and select the tab titled "Household Services" from the "Transfer" option available in the menu bar and choose "Create Paycard".

2. The Employer shall (i) provide complete details of the Employee in the predefined format and (ii) upload copies of the Employee's QID, Passport and Employment Contract with Household staff.

3. The Employer shall choose one of the following delivery options: P.O. Box or Card Collection Center. If Card Collection Center is chosen, a page will be displayed where the Employer can enter the details of the person who will be collecting the cards (Name, QID and Mobile number).

4. The Employer shall electronically accept the applicable terms and conditions.

5. Commercial Bank will provide Employer with Cardholder packages containing Paycards (active status), Pins, Pre-printed application forms and Cardholder information leaflet(s).

6. The Employer will submit the duly signed application form along with Cardholder's valid passport and QID copy to Commercial Bank.

#### 2. Transferring Salary Payments

2.1 The Employer shall login to Commercial Bank's Mobile Internet Banking or Retail Internet Banking channel and go to the tab titled "Household services", from the "Transfers" option available in the menu bar and choose "Transfer" and select "Paycard Salary Payment" to transfer the salary payments.

2.2 The Employer shall ensure that sufficient cleared funds are available in the Account to credit the total amount of the Salary Payments to the Paycard before the credits are due to be made to the Paycard.

### 3. Handling Cardholder queries and complaints

For general queries and complaints related to the Paycard, the Employer can contact Commercial Bank on 44497576 / 44490775 / 44202151 or through email at [paycard@cbq.qa](mailto:paycard@cbq.qa).

For remittance payment related queries, Cardholder can contact the Contact Centre on 44490025 or through email: [paycard.customercare@cbq.qa](mailto:paycard.customercare@cbq.qa).

