

QIIB ONLINE BANKING SYSTEM

Terms and Conditions for
RETAIL INTERNET BANKING

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FORWARD

Please read the following Terms and Conditions carefully. Access to and use of the Qatar International Islamic Bank **Online Banking System** is conditional on your acceptance of these Terms and Conditions. By accessing this Site or any pages thereof, you agree to be bound by these Terms and Conditions which may change from time to time at the Banks absolute discretion. If you do not agree with these Terms and Conditions you must immediately discontinue access to and use of this e-Banking service and the services contained therein.

The Terms and Conditions for Retail Internet Banking operate in conjunction with the Terms and Conditions applicable to all Account(s) held by you with the Bank and which you access using this Service.

In order to signify your agreement to the Terms and Conditions, please press the "I Agree" button. If you do not agree, press the "I Disagree" button and you will automatically be taken back to the Qatar International Islamic Bank web site home page.

1. DEFINITIONS

"Bank" means Qatar International Islamic Bank (Q.S.C.) Grand Hamad street, P.O. Box 664, Doha, Qatar

"Account(s)" means any Accounts, including savings account, current account, time deposits, credit card account, supplementary credit card account and/or any other account of the Customer, maintained with Qatar International Islamic Bank or which may be opened in the future by the Customer

"Account Holder" means a Customer of Qatar International Islamic Bank who holds accounts with the Bank

"Agreement" means these Terms and Conditions consented to by the Customer when applying for the Qatar International Islamic Bank **Online Banking System**

"ATM Card number" is the sixteen-digit number embossed on the Customer's ATM Card

"ATM Pin Code" refers to the four-digit pin-code given to the Customer by the Bank for their ATM Card. Qatar International Islamic Bank shall have the right, from time to time, to ask the customer change the ATM pin-code and/or issue a new password for the purpose of identification to access Qatar International Islamic Bank **Online Banking System**

"Business Day" means a day on which Banks in Qatar are open, currently Sunday to Thursday

"Call Centre" means the call centre of Qatar International Islamic Bank with the responsibility of Customer service

"Card Statement of Account" means a periodic statement/written confirmation issued by Qatar International Islamic Bank in relation to an Account containing details of transactions during the preceding month.

“**Card number**” is the sixteen-digit number embossed on the Customer’s Qatar International Islamic Bank Credit Card

“**Qatar International Islamic Bank Online Banking System**” means Qatar International Islamic Bank internet banking services available and provided on this Site

“**Customer**” means the customer of Qatar International Islamic Bank accessing and using the Qatar International Islamic Bank **Online Banking System**.

“**Cut-Off Time**” means the payment cut-off time, after which any transactions will not be processed and will instead be processed on the next Business Day

“**Financial Institution**” means any other Bank within or outside of Doha, Qatar

“**Instruction**” means any request or Instruction regarding any Customer Accounts to Qatar International Islamic Bank which is effected through the Online Banking Service

“**Online Account**” means the Online Account provided for the Customer through which the Customer may access information on their accounts and effect transactions

“**Service name**” means this Qatar International Islamic Bank **Online Banking System**

“**Party**” means any Party to this Agreement, and Parties shall mean both Qatar International Islamic Bank and the Bank Customer who holds an Online Account

“**Password**” means the password provided to the Customer by the Bank pursuant to the Customers initial signup to the Qatar International Islamic Bank **Online Banking System**. The password shall be used for all subsequent access to the Customers Online Account and must be kept confidential at all times

“**QAR**” means the Qatari Riyal, the lawful currency for the State of Qatar for the time being

“**Service(s)**” means collectively the Online Banking Service offered by Qatar International Islamic Bank and singularly the banking services available through the Qatar International Islamic Bank **Online Banking System** from time to time which enable the Customer to obtain account information and to carry out certain banking transactions/services pertaining to the Customers Account(s)

“**Site**” means this Qatar International Islamic Bank website **www.qiib.com.qa** as amended and modified from time to time by Qatar International Islamic Bank whereupon the Customer can access their Online Account

“**SMS Banking**” means the SMS Banking service offered by Qatar International Islamic Bank whereby Customers are informed of card and account activities

“**Statement of Account**” means a periodic statement/written confirmation issued by Qatar International Islamic Bank in relation to an Account containing details of transactions conducted during the preceding quarter

“**Terms**” means these Terms and Conditions and as amended/modified by Qatar International Islamic Bank from time to time

“**Username**” means the username provided to the Customer by the Bank pursuant to the Customers initial signup to the Qatar International Islamic Bank **Online Banking System**. The username shall be

used for all subsequent access to the Customers Online Account and must be kept confidential at all times

“**You**” means the Customer of Qatar International Islamic Bank, an Account Holder who has accepted these Terms and Conditions and wishes to make use of the Qatar International Islamic Bank **Online Banking System** offered by Qatar International Islamic Bank

2. CUSTOMER'S ACCEPTANCE

2.1 In consideration of Qatar International Islamic Bank making available the Services through the Qatar International Islamic Bank **Online Banking System**, the Customer acknowledges, accepts and understands the following:

- a. By accessing and/or using this Online Banking Service the Customer accepts and agrees to be bound by the Terms and Conditions herein stated;
- b. The Customer irrevocably and unconditionally accepts as binding any Service availed of and/or transaction and/or instruction made or given through the Qatar International Islamic Bank **Online Banking System**;
- c. It is the Customers responsibility, and at their own risk, to provide the Bank with correct account details of payment beneficiaries for any transactions instructed by the Customer. The Bank shall not be obliged to verify any details provided to it pursuant to a Customer's Instruction;
- d. Qatar International Islamic Bank's records of any transaction processed through the Qatar International Islamic Bank **Online Banking System** shall constitute binding and conclusive evidence of such transaction for all purposes; and
- e. The Customer further acknowledges that any Services accessed or utilized through the Qatar International Islamic Bank **Online Banking System** shall be subject to Qatar International Islamic Bank's Terms and Conditions as applicable from time to time, including but not limited to any fees, expenses or charges relevant thereto which Qatar International Islamic Bank shall directly debit from the Customers nominated Account(s) without notice to the Customer.

2.2 The Customer acknowledges that Qatar International Islamic Bank is granting the Customer a non-exclusive, non-transferable, temporary license to use the Qatar International Islamic Bank **Online Banking System** and this permission is restricted to authorized legitimate use of the Service. All information, trademarks and names given on this Site belong to Qatar International Islamic Bank and the Customer agrees:

- a. Not to use this information except in connection with accessing and using the Qatar International Islamic Bank **Online Banking System**;
- b. Not to make/take copies, sell, assign, commercially rent, sub-license or otherwise transfer the same to any third person; and
- c. Not to attempt to decompose, reverse or tamper with the system or software related to the Qatar International Islamic Bank **Online Banking System**.

3. ACCESS AND USE OF THE QATAR INTERNATIONAL ISLAMIC BANK ONLINE BANKING SYSTEM

- 3.1. For security reasons and to ensure controlled and genuine access to and use of the Qatar International Islamic Bank **Online Banking System** the Customer will be signed up for SMS Banking. Using the mobile number entered in the registration page.
- 3.2. The Customer should only use the Qatar International Islamic Bank **Online Banking System** on a computer or other Internet access device which they own and must not access and use the Online Banking Service from a public computer.
- 3.3. The Customer is responsible for ensuring that their computer is compatible with the Qatar International Islamic Bank **Online Banking System** and has all necessary security software. Qatar International Islamic Bank will not be responsible for any loss, damage or harm arising due to non-compatibility between Qatar International Islamic Bank systems and the Customers computer or for the Customers lack of security software that could result in any loss, damage or harm to the Customer's computer or Accounts.
- 3.4. The Online Banking Service can be used to:
 - a. Obtain the balance of any Customer Accounts, transfer funds to and from Accounts, view Accounts, make standing order payments and update personal details; and
 - b. Make a payment transfer to any 3rd party account held within the Bank, within Qatar, and in any foreign country such as the Customer shall instruct provided that the aggregate amount of such payments on any day does not exceed the daily service limits as indicated in Clause 7 (*Transaction Limits*).
- 3.5. On the Customer's request Qatar International Islamic Bank may provide joint access to an Online Account to joint account holders. Under such circumstances all Online Account holders will be jointly and severally bound hereunder and responsible for compliance with these Terms. Any instructions given by any joint Online Account holder will be binding on all other joint Online Account holders and Qatar International Islamic Bank will not be responsible for any claim or dispute between the holders. The Customers further acknowledge that they will be jointly and severally liable for all liabilities and obligations arising due to all access and use of the Site by all Online Account holders collectively.
- 3.6. Online Banking Services are provided entirely at the risk of the Customer who shall indemnify the Bank for all loss or damage, howsoever caused, resulting from the use of any of the Services

4. **SECURITY**

- 4.1 To log-on to the Qatar International Islamic Bank **Online Banking System** the Customer will be in a 'secure' session which will be indicated by the URL <https://>. In addition to this Qatar International Islamic Bank use Secure Sockets Layer (SSL) Encryption technology to encrypt Your personal information before it leaves Your computer.
- 4.2 For the initial log-on process the Customer is required to input their ATM Card number and ATM Pin Code, and personal ID number, for every subsequent log-on the Customer is required to input his/her unique and confidential Username and password, selected by the customer.
- 4.3 To log on initially to the Qatar International Islamic Bank **Online Banking System**, when inputting the Customers ATM Card number the Customer must also input their ATM Pin Code. Thereafter the Customer will create a Password for all future access to their Online Account.
- 4.4 For all log on attempts, the Password will be input using a 'soft keyboard' which ensures the security of the Password.
- 4.5 The Customer is responsible for keeping their ATM card number and ATM card Pin Code secure and strictly confidential at all times.
- 4.6 The Customer is responsible for keeping the Username and Password created by him/her secure and strictly confidential at all times and must not disclose the Username and Password to any other person, howsoever related to the Customer, at any time, even on their behalf.
- 4.7 It is recommended that for safety reasons the Customers change their passwords every 6 weeks.
- 4.8 The Customer must keep secure and take steps to prevent unauthorized access and use of their Online Account Username and Password. You must never write or otherwise record the ATM card number, ATM Pin Code, Online Account Username or Password in any way that can be understood or discovered by a 3rd party; never record the Username and Password together; and never disclose any of the above information to any 3rd party. The Customer should avoid all 'secret answers' or Passwords that may be obvious and easy to guess, such as birthdays, telephone numbers etc.
- 4.9 For security reasons the Customer will only have 3 attempts to input the correct Password to gain access to the Online Banking Service. After the third incorrect attempt the Customers Online Account will be blocked and You must call our Call Centre to unblock the account.
- 4.10 All Instructions given by an apparently authorized and genuine Online Account holder will be executed by the Bank. The Bank will not be responsible for the Customers negligence of their access codes or for any subsequent loss on behalf of the Customer due to such negligence.
- 4.11 Once logged on to their Online Account the Customer must not leave their terminal unattended at any time and must not let anyone else use it until they have properly logged off. The Customer is responsible for ensuring they have logged off properly and they should not access their Online Account from a public computer.
- 4.12 Qatar International Islamic Bank may reset the Customer's Username and Password at any time upon notification in writing. The Customer may change their Password at anytime through their Online Account.

- 4.13 The Customer is responsible for complying with any other security measures and requirements which Qatar International Islamic Bank may advise from time to time.
- 4.14 Subject to these Terms and without prejudice to rights of Qatar International Islamic Bank hereunder, Qatar International Islamic Bank will take all reasonably practicable steps to ensure that its systems in connection with Qatar International Islamic Bank **Online Banking System** 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.

5. CUSTOMER'S INSTRUCTIONS

- 5.1 Any instructions given to Qatar International Islamic Bank through use of the Qatar International Islamic Bank **Online Banking System** by using the Customer's ATM Card number and Pin Code, Username and Password will be deemed to be validly and legally given by the Customer and Qatar International Islamic Bank will be entitled to assume that the referred instructions are genuinely given by You and You will protect Qatar International Islamic Bank whilst acting on such instructions.
- 5.2 Qatar International Islamic Bank will be entitled to act on Customer Instructions without any further written or other confirmation from You and will not acknowledge receipt of any instruction nor shall it be responsible for verifying any Instructions.
- 5.3 Qatar International Islamic Bank is only providing a facility (without obligation) of carrying out Customer Instructions for transactions relating to Account(s) held by the Customer.
- 5.4 Qatar International Islamic Bank will endeavor to give effect to Instructions on a best efforts basis.
- 5.5 The Customer is fully responsible for any Instructions given to Qatar International Islamic Bank and Qatar International Islamic Bank will not be liable in any manner for any unauthorized, fraudulent, or erroneous Instruction.
- 5.6 It is the Customer's responsibility to ensure that all details relating to the beneficiaries account are input correctly. Qatar International Islamic Bank is under no obligation to verify these details and cannot be held liable for any funds transferred to an incorrect beneficiary.
- 5.7 Qatar International Islamic Bank may, at its sole discretion, refuse to carry out any Instructions if Qatar International Islamic Bank has reason (in which the decision of Qatar International Islamic Bank will be final and binding) to believe the instructions are illegal. The Customer must frequently and diligently check all Statements of Accounts held by them to ensure there have been no unauthorized or incorrect transactions. In case of any discrepancy in details of any transactions carried out in respect of an Account, the Customer must inform the Bank immediately in writing. Qatar International Islamic Bank will not be responsible in any manner if You fail to notify the Bank within fifteen (15) days, and in case the Statement pertaining to the Credit Card within fourteen (14) days from the date of the Statement of Account. Any failure to inform the Bank of any discrepancies within these time limits will result in the Bank considering that all transactions and Instructions are correct and accepted by the Customer as transactions instructed by them.
- 5.8 No written advice or confirmation will be made and issued by Qatar International Islamic Bank for any transaction conducted on the Qatar International Islamic Bank **Online Banking System** although such transactions will be recorded in a Statement of Account as issued by Qatar International Islamic Bank periodically or as provided to You on Your request.
- 5.9 Any instructions submitted through the Qatar International Islamic Bank **Online Banking System** will not be effected if operations of the Qatar International Islamic Bank **Online Banking System** are suspended or come to an end due to any reason.

6. EXECUTION OF INSTRUCTIONS

- 6.1 Any instructions given through the Qatar International Islamic Bank **Online Banking System** will be deemed to be validly given by the Online Account holder and Qatar International Islamic Bank shall not be required to further verify this or the Instruction given.
- 6.2 Qatar International Islamic Bank will debit any amount along with the applicable charges/fees from time to time for the transactions from your Account. The Instructions You give on the Online Banking Service cannot be reversed without Qatar International Islamic Bank's approval. Qatar International Islamic Bank will not be responsible for, including but not limited to, the following:
- a. To reverse an instruction given through the Qatar International Islamic Bank **Online Banking System**;
 - b. To accept an instruction which is conditional or which requires Qatar International Islamic Bank to make payment to a third party earlier (or later) than the time Qatar International Islamic Bank requires according to normal banking practice.
- 6.3 Qatar International Islamic Bank, if justified at its sole discretion, will be entitled to refuse to carry out an Instruction submitted through Qatar International Islamic Bank **Online Banking System** or may require You to provide a written confirmation of such instructions.
- 6.4 If an Instruction is given on a Business Day but after the cut-off times as indicated in Clause 8 (*Cut Off Times*), the Instruction will be processed on the next Business Day.
- 6.5 Instructions to make payments or transfers between Accounts held within Qatar International Islamic Bank will be effected immediately.
- 6.6 Instructions to transfer any currency to an account held in a foreign country will be effected only during a Business Day and before the cut off times in Qatar, the country of the beneficiary account and the centre for the relevant currency.
- 6.7 Qatar International Islamic Bank will act on Instructions in accordance with cut-off times as notified through Qatar International Islamic Bank **Online Banking System** or, in absence of such notice, in accordance to normal banking practices.
- 6.8 In the absence of special Instructions, Qatar International Islamic Bank may convert all transfers to Your Account into the currency of the Account at Qatar International Islamic Bank's selling rate of the currency.
- 6.9 All transfers requested by You 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.
- 6.10 Withdrawals and/or transfers of funds will not be permitted against un-cleared funds.
- 6.11 If the transfer authority is submitted through the Qatar International Islamic Bank **Online Banking System**, Qatar International Islamic Bank may act upon such authority/Instructions and may presume that the same are genuine and accurately represent the wishes of the Customer, even if the Instructions are actually compiled or sent in error or by fraud or negligence or altered or amended by someone other than the Customer with or without the actual knowledge or Instructions of the Customer. Qatar International Islamic Bank has no duty to verify the facts and genuineness of the Instructions.

- 6.12 Qatar International Islamic Bank may delay acting upon an Instruction or ask for more information before acting on an Instruction
- 6.13 Where Qatar International Islamic Bank has Instructions for more than one payment from an Account on the same day, the Bank will determine the priority in which the payments are made

7. TRANSACTION LIMITS

The following are the daily transaction limits for all transfers; payments etc., transactions that exceed these limits will not be executed:

Maximum aggregate daily limit per Customer for all external transfers, payments etc. (including, domestic and foreign): QAR 30,000

Maximum aggregate daily limit per Customer for all internal transfers (including payments and transfers between Customers own accounts as well as third party transfers): QAR 100,000

8. CUT OFF TIMES

- 8.1 Executing Customer Instructions regarding transactions within Qatar International Islamic Bank will be undertaken immediately.
- 8.2 Executing Customers Instructions in foreign currencies, outside of Qatar International Islamic Bank or outside of Qatar will only be undertaken during Business hours. Instructions given after business hours will only be executed on the next Business Day.
- 8.3 Cutoff time for customer instructions during working days is 12:00 PM, all submitted instructions will be considered at the next business day if not submitted before the cutoff time.

9. TIME OUT

The Customer should not leave their terminal while logged on to the Online Banking Service. For security reasons and for the preservation of confidential information, if the Customer leaves the logged on terminal enactive for 15 minutes the system will time out and the Customer will be logged out of the Online Banking Service. To regain access to their Online Account the customer must log on from the beginning and input their Username and Password again.

10. CUSTOMER'S OBLIGATIONS

In using the Qatar International Islamic Bank **Online Banking System**, the Customer has numerous responsibilities and obligations as a condition to use of the Service. These include but are not limited to:

- a. Responsibility for ensuring the computer or other devices used to access the Online Banking Service are safe and free from any computer virus and that they are adequately protected against encountering computer viruses;
- b. The Customer hereby irrevocably and unconditionally accepts responsibility and liability for any and all transactions arising from the use of the Online Banking Service without limitation;
- c. It is the Customer's responsibility to ensure that payment beneficiary details are input correctly. The Bank is under no obligation to verify these details and the Customer will be solely liable for any misdirected funds due to their error;

- d. The Customer must check regularly their statements of all transactions and statements of accounts and inform the Bank immediately of any discrepancies;
- e. The Customer agrees not to interfere with or damage (or in any way attempt to) any data, software or security associated with the Online Banking Service;
- f. The Customer must ensure that there are sufficient funds in their account for the Bank to carry out instructed transactions. If for any reason the relevant Account is overdrawn the Instruction will not be carried out and any charges thereof will be the responsibility of the Customer; and
- g. Failure by the Customer to comply with their responsibilities, obligations and these Terms and Conditions entitles the Bank to terminate the Customers Online Account and withdraw the Online Banking Service.

11. BANK'S OBLIGATIONS

In providing the Qatar International Islamic Bank **Online Banking System** to Customers, the Bank has numerous responsibilities and obligations. These include but are not limited to:

- a. The Bank is hereby authorized to rely on and accept as genuine and thus act upon all apparently valid Instructions, even if they conflict with any other mandate given at any time concerning Your Account, or if it is later proven that these Instructions were in fact not given by You;
- b. The Bank will debit from your relevant Accounts all amounts paid and incurred in accordance with any Instructions;
- c. The Bank may refuse to act on an Instruction;
- d. The Bank will make reasonable efforts to modify, not process or delay processing any Instruction where the Customer so requests us to do so. However the Bank shall not be liable for any failure to comply with such a request unless it is due to our failure to make reasonable efforts to do so;
- e. We may suspend any Service provided to you under the Qatar International Islamic Bank **Online Banking System** without notice where we consider it necessary or advisable to do so. Such situations will include but not be limited to where there is suspected breach of security and a need for maintenance of the System;
- f. The Bank will use reasonable efforts to inform you without undue delay through the Online Banking Service and/or our website if any service in the Qatar International Islamic Bank **Online Banking System** is unavailable;

12. GENERAL

- 12.1 Any information given by the Customer will be deemed to be correct and Qatar International Islamic Bank will be entitled, without any obligation, to review or monitor such information for security, administration or any other purposes. Such information will be the property of Qatar International Islamic Bank.
- 12.2 A transaction being carried out is not always simultaneous with an Instruction given. Certain transactions may take more time to process and certain Instructions will only be processed during the Business Day and during normal working hours although the Online Banking Service is accessible at any time of the day.
- 12.3 The Customer may be unable to obtain full value under a demand draft or manager's check or pursuant to a telegraphic transfer on account of exchange or other restrictions applicable in the country of payment or to the paying bank or charges and fees of the paying bank.

13. CHARGES

- 13.1 Qatar International Islamic Bank will be entitled to:
- a. Currently Qatar International Islamic Bank does not charge a fee for the use of this Online Banking Service, however, we may at our discretion charge a fee for this Service, the cost and implementation of which shall be notified to you in advance;
 - b. Charge applicable fees and service charges for carrying out transactions on the Qatar International Islamic Bank **Online Banking System**, such charges to be notified to the Customer by Qatar International Islamic Bank from time to time.
- 13.2 If the amounts of any such charges are to be increased by Qatar International Islamic Bank, we will notify Customers in advance. If the Customer continues to use the Online Banking Service after notification of such charges they will be deemed to have accepted such charges and to have authorized the Bank to debit such charges from their Accounts.
- 13.3 Charges will be directly debited from the Customers' Accounts held with the Bank.

14. RECORDS AND STATEMENTS

- 14.1 No printed advice or confirmation will be issued by the Bank for any transaction instructed through the Online Banking Service.
- 14.2 Customer's will be able to check their statements and all records of transactions on the Online Banking Service. Customer's must check these statements and records regularly and advise the Bank immediately of any discrepancies or disputes.
- 14.3 These online statements will be the Banks and Customer's records of all transactions and will be conclusive evidence of the Customers Instructions and dealings in connection with the Online Banking Service.

- 14.4 These records, as conclusive evidence of all transactions, may be admitted as evidence in the event of any legal proceedings.

15. LOST OR STOLEN USERNAME AND PASSWORD

- 15.1 If the Customer suspects or discovers that their Username and Password have become known by any 3rd party, they must immediately inform Qatar International Islamic Bank by calling the bank's Call Centre which will suspend the Customer's Online Account and make arrangements for the Customer to select a new Username and Password.
- 15.2 Prior to notification to the Bank of a lost or stolen Username and Password the Bank will not be liable for any unauthorized transactions. Once the Bank has been notified of the lost or stolen Username and Password and has had reasonable time to suspend the Online Account the Customer will not be liable for any further unauthorized transactions unless the Bank can show You have acted fraudulently.
- 15.3 The Customer agrees and acknowledges that Qatar International Islamic Bank may disclose information about You or Your Accounts to law-enforcement authorities or third parties if the Bank believes this will help prevent or recover losses.

16. CUSTOMER'S LIABILITY

- 16.1 The Customer is responsible for all claims, actions, damages or losses incurred by Your internet service provider in relation to You accessing and using Qatar International Islamic Bank **Online Banking System**.
- 16.2 The Customer is solely liable for the payment of utility bills and for any subsequent late payments to third parties.
- 16.3 The Customer is solely liable for any erroneous payments made to a third party as per Your erroneous instructions. It is the Customers responsibility to ensure the beneficiary details are input correctly and the Customer is liable for all costs and expenses incurred due to misdirected funds.
- 16.3 The Customer is responsible for all losses (including the amount of any transaction carried out without their authority) if the Customer has acted without reasonable care or fraudulently, so as to facilitate unauthorized transactions. For the purposes of this Clause 16 acting without reasonable care shall be deemed to include failure to observe any of Your security duties referred to in these Terms.
- 16.4 If a manager's cheque or demand draft is lost, stolen or destroyed, You shall indemnify Qatar International Islamic Bank and agree to hold it free and harmless from all liability with respect to the lost, stolen or destroyed cheque or draft.

17. BANK'S LIABILITY

The Bank will take reasonable care to ensure that any information provided to You through the Online Banking Service is an accurate reflection of the information contained within our computer systems or, where the information is provided by a third party, accurately reflects the information we have received from them. Due to the nature of this Online Banking Service product and circumstances beyond our control, we do not warrant that the information provided by the Online Banking Service is accurate or error free. Some of the information available through the Online Banking Service (such as the Exchange Rates) are subject to specific disclaimers. If you rely on any information provided on this Site You do so at Your own risk, subject to these Terms, and subject to the relevant specific disclaimers.

18. BANK'S EXCLUDED LIABILITY

- 18.1 Qatar International Islamic Bank will not be responsible if You are unable to gain access to and/or use the Online Banking Service due to reasons beyond its control, including without limitation, any computer, and telecommunication, electrical, technical or network failure/malfunction. The internet service is provided by Q-Tel and Qatar International Islamic Bank will not be responsible or liable for any failure of this service which affects access to your Online Account.
- 18.2 The Customer is aware of and agrees that internet communications are not secure unless the data is being sent in an encrypted form, Qatar International Islamic Bank will not be liable for any corrupted data being sent through the Qatar International Islamic Bank Online Banking Service.
- 18.3 The Customer should acquaint themselves with the process/method of services available on the Site and Qatar International Islamic Bank will not be responsible for any errors made by You and/or other co-account holders.
- 18.4 Qatar International Islamic Bank will not be liable for any loss or damage of whatsoever nature, whether direct, indirect or consequential, to the Customer as a result of making the Qatar International Islamic Bank **Online Banking System** available and such loss or damage may include without limitation the following:
 - a. Acting on an Instruction which has been validly authenticated as submitted by You but which in fact was given fraudulently or mistakenly by a third person/party(ies);
 - b. Any failure to act upon any Instructions or to provide the Services for any reason that are beyond Qatar International Islamic Bank's control;
 - c. Loss of any Instructions given by the Customer through the Qatar International Islamic Bank **Online Banking System**;
 - d. The Qatar International Islamic Bank **Online Banking System** being totally or partly unavailable for any reason;
 - e. Execution of Your Instruction being delayed or not being acted upon by Qatar International Islamic Bank;
 - f. Any partial, incomplete, late or failed transfer or bill payment to any nominated payee due to reasons beyond Qatar International Islamic Bank's control;

- g. Any failure, delay or other shortcoming by any 3rd party with whom You have accounts or otherwise when they are executing our Instructions to them howsoever caused;
 - h. Your reliance on the information provided and available on the Qatar International Islamic Bank **Online Banking System**;
 - i. Any access by a third party to information about your Account(s) (except where the access is obtained due to gross negligence or willful default of Qatar International Islamic Bank and in such cases Qatar International Islamic Bank will only be liable for direct loss or damage to the Customer which in the ordinary course of events might reasonably be expected to result from circumstances in question);
 - j. Any change, alteration, additions or deletions to these Terms and Conditions, the Services, the systems of operation of the Qatar International Islamic Bank **Online Banking System**, or the daily cut- off times.
- 18.5 Qatar International Islamic Bank shall not responsible or liable for any erroneous payments to any third parties arising out of the Customer's wrong input of payment beneficiary information.
- 18.6 Due to the nature of the Online Banking Service, Qatar International Islamic Bank will not be responsible for any loss or damage to your data, software, computer, telecommunications or other equipment caused by you using the Online Banking Service.
- 18.7 In no event will Qatar International Islamic Bank be liable for any damages, including without limitation, direct or indirect, special, incidental or consequential damages; losses or expenses arising in connection with this Site or any linked Site and any use thereof (or inability to access and/or use) by any party; or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure.
- 18.8 Qatar International Islamic Bank will not be subject to the obligations of confidentiality regarding submitted information except as agreed by Qatar International Islamic Bank having the direct customer relationship or as otherwise specifically agreed or required by law. Nothing contained herein shall be construed as limiting or reducing Qatar International Islamic Bank's responsibilities and obligations to the Customer in accordance with the Qatar International Islamic Bank Privacy Promise.

19. INDEMNITY

- 19.1 The Customer will indemnify Qatar International Islamic Bank, its employees, agents, representatives and nominees on a full indemnity basis 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 Qatar International Islamic Bank may incur or suffer by reason of You accessing and/or using the Qatar International Islamic Bank **Online Banking System**.
- 19.2 The Customer agrees to hold harmless and indemnify Qatar International Islamic Bank against any loss, cost, damage, expense, liability or proceedings which the Bank may incur or suffer as a result of Qatar International Islamic Bank acting upon, delaying to act upon, or refraining from acting upon the said instructions.

- 19.3 Qatar International Islamic Bank will not be liable for any act or omission of any correspondent or paying bank or for any error or delay in transmission. The Customer agrees to indemnify and hold Qatar International Islamic Bank harmless against all losses, damages and expenses incurred by Qatar International Islamic Bank in relation to any demand drafts or manager's checks issued by Qatar International Islamic Bank or any telegraphic transfers made by Qatar International Islamic Bank on Your Instructions.

20. E-MESSAGING

- 20.1 The Facility for E-Messaging enables Customers to send and receive secure messages between the Customer and the Bank through the Online Banking Service.
- 20.2 The Bank will attempt to respond to all e-messages within 2 working 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 attempt to inform You of this within 2 working days.
- 20.3 The Customer should not send the Bank 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 ATM cards;
 - e. On behalf of any 3rd party or in relation to any dealings with 3rd parties;
 - f. Which are offensive, frivolous or other inappropriate;

If You do so, the Bank may, at its absolute discretion, close Your Online Account and not permit You to use the Qatar International Islamic Bank **Online Banking System**.

- 20.4 The Bank may send You messages concerning any Accounts, products or services which You have with us, including the Online Banking Service, or any other service related matters.

21. CALL CENTRE

- 21.1 The Qatar International Islamic Bank has a Call Centre set up to receive and deal with Customers calls and queries.
- 21.2 We may record telephone calls to the Call Centre for transaction verifications, records, and quality control training purposes.

22. UTILITY BILL PAYMENTS

- 22.1 The Customer must input all information required in the correct fields to effect utility bill payments.
- 22.2 It is the Customer's responsibility to ensure they have input the correct information in the correct fields, any erroneous payments to utility companies arising out of incorrect information input by the Customer will be the responsibility of the Customer and Qatar International Islamic Bank shall not be liable for this nor for any disruption in the service caused by the error.
- 22.3 Qatar International Islamic Bank shall not be responsible for any delay by the Bank due to reasons beyond its control in onward transmission of utility bill payment funds to the utility companies which may result in disruption of the utility service.
- 22.4 The Customer confirms and agrees to waive any right he/she may have for holding the Bank responsible for any mistake or omission caused by the Online Banking Service and any delay by the Bank due to reasons beyond its control in onward transmission of the funds to the utility companies which may result in disruption of the utility payment transaction.

23. LINKS

- 23.1 This Site may contain links to web sites controlled or offered by third parties (non-affiliates of Qatar International Islamic Bank). Qatar International Islamic Bank hereby disclaims liability for, any information, materials, and products or services posted or offered on any of the third party sites linked to this web site.
- 23.2 By creating a link to a third party web site, Qatar International Islamic Bank does not endorse or recommend any products or services offered or information contained at that web site, nor is Qatar International Islamic Bank liable for any failure of products or services offered or advertised at those sites. Such third party may have a privacy policy different from that of Qatar International Islamic Bank and the third party website may provide less security than the Qatar International Islamic Bank **Online Banking System**.

24. USE OF INFORMATION AND MATERIALS

- 24.1 The Customer understands and agrees that the information and materials contained in this Site, and these Terms are subject to change by Qatar International Islamic Bank from time to time and at its absolute discretion. Unauthorized use of the Site and Qatar International Islamic Bank **Online Banking System**, including but not limited to unauthorized entry into Qatar International Islamic Bank's systems, misuse of passwords, or misuse of any information posted on the Site is strictly prohibited.
- 24.2 All information submitted to Qatar International Islamic Bank via this Site shall be deemed to be and shall remain the property of Qatar International Islamic Bank and Qatar International Islamic Bank will be free to use such information for any purpose, idea, concept, know-how or technique contained in information a visitor to this site provides to Qatar International Islamic Bank through this site.

- 24.3 The information and materials contained in this Site, including text, graphics, links or other items are provided on an "as is", "as available" basis. Qatar International Islamic Bank does not warrant the accuracy, adequacy or completeness of this information and materials and expressly disclaims liability for errors or omissions in this information and materials.

25. AVAILABILITY

- 25.1 Qatar International Islamic Bank will, on a best effort basis, make available the Qatar International Islamic Bank **Online Banking System** for use, however routine maintenance requirements, excess demands on the system and reasons beyond the control of Qatar International Islamic Bank may cause disruptions in availability of this Service.
- 25.2 Qatar International Islamic Bank will not liable to the Customer if the Bank is unable to perform its obligations or provide any or all of the Services available under this Agreement due (whether directly, indirectly or consequently) to:
- a. The failure of any machine, data processing system or transmission link; or
 - b. Any period of essential maintenance, critical change, repairs, alteration to or failure or computer systems.

26. TERMINATION

- 26.1 You may cease your use of the Qatar International Islamic Bank **Online Banking System** at any time upon notice to the Bank.
- 26.2 Qatar International Islamic Bank may terminate your Online Account under the Qatar International Islamic Bank **Online Banking System** or may terminate the service altogether at any time and at the discretion of the Bank.
- 26.3 Termination of the Qatar International Islamic Bank **Online Banking System** and of this Agreement does not affect any rights or liabilities of either Party accruing before termination.

27. NO WARRANTY

The information and materials contained in this Site, including text, graphics, links or other items are provided on an "as is", "as available" basis. Qatar International Islamic Bank does not warrant the accuracy, adequacy or completeness of any information and materials contained herein and expressly disclaims liability for errors or omissions. No warranty of any kind, implied, expressed or statutory including but not limited to the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus, is given in conjunction with the information and materials.

28. ADDITIONAL TERMS

These Terms and Conditions are in addition to the terms and conditions applicable to the banking accounts and credit card terms and conditions and other terms and conditions which govern the services and consumer banking facilities provided by Qatar International Islamic Bank. In the event of a conflict between these Terms and Conditions and other terms and conditions, these Terms and Condition will prevail as far as the issue or dispute relates to Online Banking Service, in all other cases the other terms and conditions for your separate and specific Accounts shall prevail.

29. MISCELLANEOUS

- 29.1 Qatar International Islamic Bank reserves the right to refuse any application for the Online Banking Service at its absolute discretion.
- 29.2 If any provision of this contract shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way impair or affect any other provisions of this Agreement, all of which shall remain in full force and effect.
- 29.3 Any waiver by Qatar International Islamic Bank shall not be construed as a permanent waiver and such waivers will not affect adversely the rights of Qatar International Islamic Bank under this Agreement at any other time.
- 29.4 You may cease your use of this Online Banking Service at any time upon notice to Qatar International Islamic Bank.
- 29.5 Qatar International Islamic Bank may restrict or cease your use this Online Banking Service at any time and for any reason giving you written notice, howsoever delivered.
- 29.6 Qatar International Islamic Bank may restrict or withdraw this Online Banking Service from public use at any time and for any reason without written notice to you.
- 29.7 The Qatar International Islamic Bank **Online Banking System** should be used in good faith and in accordance with these Terms and Conditions.
- 29.8 The Qatar International Islamic Bank **Online Banking System** should not be abused and should not be used to commit any kind of fraud or illegality.
- 29.9 Any Instructions given by the Customer through the Qatar International Islamic Bank **Online Banking System** will comply with these Terms in addition to existing terms for those specific accounts from which the transactions originate. In the event of any inconsistencies between the terms, these Terms will apply.
- 29.10 Qatar International Islamic Bank will have the right to modify these Terms and Conditions, 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 its absolute discretion. Any amendments will be notified to the Customer in such a manner as solely determined by Qatar International Islamic Bank.
- 29.11 Qatar International Islamic Bank trademarks/trade names of Qatar International Islamic Bank are used and registered throughout the world. Qatar International Islamic Bank and its subsidiaries also claim rights in certain other trademarks and service marks contained in these web pages and

no third individual/party whether incorporated or un-incorporated shall have any claim on the referred trade marks/names or any intellectual property right of any nature.

- 29.12 The Customer agrees that in relation to Qatar International Islamic Bank **Online Banking System** Qatar International Islamic Bank will be entitled to:
- a. Change the mode of operation;
 - b. Add or remove or otherwise change the Services/facilities provided under this site; and
 - c. Close down temporarily or permanently Qatar International Islamic Bank **Online Banking System**.
- 29.13 Qatar International Islamic Bank is entitled, at its absolute discretion, to alter, amend or replace any or all procedure, form or level of encryption to consistently maintain out Security and confidentiality Standards.
- 29.14 I understand and agree that all obligations under these Terms and Conditions are the sole responsibility of Qatar International Islamic Bank and are only payable by Qatar International Islamic Bank subject to laws of Qatar and no other operation of Qatar International Islamic Bank outside Qatar, affiliate, subsidiaries or associated undertaking of Qatar International Islamic Bank/Qatar International Islamic Bank shall be responsible in any manner to me.
- 29.15 This Site is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to local laws or regulations.

30. GOVERNING LAW

These Terms and Conditions, access to the Qatar International Islamic Bank **Online Banking System** and use of the Services provided therein shall be governed by all applicable banking laws of the State of Qatar. Both parties to this Agreement agree to submit to the non-exclusive jurisdiction of courts in Qatar. Qatar International Islamic Bank reserves the right to pursue its remedies outside of Qatar in the courts of any other competent jurisdiction considered appropriate.