

## QNB India Internet Banking Terms and Conditions

This Online Banking Services Agreement and Disclosure (the "Agreement") is entered into between Qatar National Bank ("QNB") or (the "Bank") and the customer of the Bank, who hereby subscribes to QNB Internet Banking Services ("The Services").

#### **QNB INDIA**

This Agreement applies to all use of the customer's account whether by the customer or by any other person authorized by the customer ("User"), and the customer will be responsible for all such use. The customer is sometimes referred to in the Agreement as "you" or "your" and the Bank is sometimes referred to as "we", "us", and/or "our". If you use QNB or permit another person to use QNB on your behalf, you agree to the terms and conditions stated in the Agreement which constitutes valid acceptance of this Agreement.

#### 1.0 SCOPE OF AGREEMENT

#### 1.1 The Services.

This Agreement governs online access to your accounts, whether opened now or opened in the future, including any joint accounts you hold with the Bank ("Accounts"). The terms and conditions set forth herein are in addition to, and do not cancel or supersede, any other agreements or signature cards governing your deposits, loans or other business relationships with the Bank. All of the terms, conditions, agreements, representations, schedules, disclosures, and fees set forth in or associated with such other agreements and signature cards remain in full force and effect and shall continue to be applicable to you provided, however, in the event of conflict in such other terms and conditions stipulated by the Bank and this Agreement herein, this Agreement shall have an overriding effect. However, the persons you authorize to have access to and make transfers from your account(s) through QNB may not be the same persons who are authorized to sign on the Account under your other agreements and signature cards with us, or you may give them greater authority to conduct activities through QNB than they have under your other agreements and signature cards with us. In cases where your authorizations to other persons do not coincide with your authorizations for the same Account(s) under the signature card agreement(s), the signature card agreement(s) will govern QNB transactions

The Services will be available in case of Joint accounts only if the mode of operation is indicated as 'either or survivor' or 'anyone or survivor' or 'former or survivor'. For 'former or survivor' account, Services may be available only to the 'former'. For 'either or survivor' and 'anyone or survivor' accounts, Services may be provided to each one of the joint account holders on their request. In case of 'either or survivor' and 'anyone or survivor' accounts if any of the joint account holder(s) gives "stopping of operations" instructions for the use of Services in writing, on any of the Services, it will be discontinued for the User. In case of 'former and survivor' account, such instructions will not be issued by other account holder.

Non-resident Indians are permitted to open an NRE account in the names of two or more eligible NRIs and/or PIOs or with resident relative(s) on "former or survivor" basis. An NRO account can be opened jointly with residents on "Former or Survivor" basis (NRI being the former).

## 1.2 Instructions and Fee.

Any instructions we may issue for the use of QNB (collectively, "Instructions") and any fees we may charge are a part of this Agreement and are incorporated herein by reference. The Bank may debit the customer's account with fees and charges for the Service. Such fees and charges shall be as per the Bank's current

Schedule of Charges posted on the website from time to time for the various services and subject to the amendment at the Bank.

You are also responsible for all telephone charges incurred in connecting to QNB and for charges by any Internet service provider.

Bank may withdraw the provision of the Services, wholly or partly, if at any time the service fee and other charges remain unpaid for 12 months, without giving any further notice to you and/or without incurring any liability or responsibility whatsoever by reason of such withdrawal.

## Changes in Terms and Amendments

We may add, delete or amend terms, conditions and other provisions, fees, charges, or other terms described in this Agreement at any time upon at least thirty (30) days' notice to you prior to the effective date of any amendment or change. We will notify you of any such change or amendment electronically by posting such notice on our QNB home page.

You are bound by any such change if you use the Service after the effective date of the notice, unless you notify us in writing within ten (10) days of having received the notice that you reject these changes and close your Account(s) with us.

#### 1.3 Termination.

This Agreement will remain in effect until it is terminated by you or by us. You may cancel your Services and terminate this Agreement at any time by providing us with ten (10) days written notice and by calling us at +91 22 62296300 . This cancellation will become effective when we receive notice from you as provided above and apply only to your Services and do not terminate any other agreements you may have with us.

We may terminate your rights to the Services at any time without notice if you fail to comply with the Terms including failure to pay fee. We may also terminate the agreement without cause by providing a ten (10) days written notice. Upon termination, we reserve the right to make no further payments or transfers from your account(s) pursuant to this Agreement, except payments or transfers you have previously authorized.

We may terminate your rights to the Services at any time without notice if you fail to comply with the Terms including failure to pay fee. We may also terminate the agreement without cause by providing a ten (10) days written notice. Upon termination, we reserve the right to make no further payments or transfers from your account(s) pursuant to this Agreement, except payments or transfers you have previously authorized. If you terminate the Services, you authorize the Bank to continue making transfers you have previously authorized until such time as the Bank has had a reasonable opportunity to act upon your termination notice. You agree that upon termination of your Services, either by you or by us, you will cancel all automatic or recurring transfers you have previously authorized, and that if you fail to do so, you are responsible for such payments.

Confidentiality in regard to the account information will survive termination.

#### 2.0 DESCRIPTION OF AND LIMITATIONS ON QNB

### 2.1 General Description of Services.

In general, the Services package enables you to:

 search transaction histories and obtain balance information on your accounts with the Bank you include in your Service program, which may include checking, savings, current accounts, NRE/NRO accounts.

- · transfer funds between your transaction account
- · download account statement for a certain period

This list is not exhaustive and the Bank at its sole discretion may also offer additional or different QNB services in the future without giving any prior notices or reasons, all of which will be governed by this Agreement, as amended from time to time.

Any request for any Service, which is offered as a part of Internet Banking, shall be binding on you as and when the Bank receives such a request. If any request for a Service is such that it cannot be given effect to unless it is followed up by requisite documentation on your part, the Bank shall not be required to act on the request until it receives such documentation from you.

In order to avail our service in relation to your NRE/NRO account, you may refer to the NRE/NRO Account Terms and Conditions, if any, in force from time to time.

## 2.2 Types of Transfers and Limitations.

You can make an internal transfer of funds from one Account with the Bank to another. Transfers may be limited in amount as provided in our Account agreements with you governing these services or in accordance with Bank policies. The Bank reserves the right to further limit the frequency and amount of transactions from your Accounts for security or credit reasons, as the Bank may determine at any time at its sole discretion.

## 2.3 Overdrafts; Order of Payments.

It is your responsibility to ensure that you have enough money or credit available in an Account from which you instruct us to make a payment or transfer. If funds are withdrawn from any of your Accounts by means of electronic fund transfers, we may complete a payment or transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree to reimburse us upon our demand, and you further agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permitted by the applicable law and the terms of any other relevant Account agreements.

## 2.5 Computer Requirements.

In order to use QNB, you must have your own Internet service provider and the necessary computer equipment required by the browser, which you select. In this Agreement, your computer and the related equipment are referred to together as your "Computer." You are responsible for the installation, maintenance, and operation of your Computer and your software.

#### 2.6 Access Code and Security.

You will create your own access username and password by means of self-service registration.

You will be required to create the username ("Username") and Password ("Password") upon your initial entry into the system. Thereafter, you can voluntarily change your Password upon at any time. We will be able to assign you a new password if you forgot your Password, as well as your Hint Question and Answer. We recommend that you change your Password approximately every three (3) months at least, or even more frequently if you deem it necessary. Your Password can be changed within QNB from the "My Profile -> Change Password" option. For security purposes, it is recommended that you memorize your Password and do not write it down. You are responsible for keeping your Password and Account data confidential.

You will need the Username and Password to gain access to QNB. Use of the Username and Password is the agreed security procedure between you and the Bank. You should keep your Username and Password confidential in order to prevent unauthorized use of QNB and possible loss to your Accounts. Anyone to whom you give or disclose your Username and Password will have full access to your Accounts, even if you attempt to limit that person's authority. You are responsible for all transactions you authorize or make using the Services, including any transactions that may be unintentionally or inadvertently authorized or made, and any losses, charges, or penalties incurred as a result. In addition, except as otherwise provided in this Agreement, you are responsible for transactions by unauthorized persons using your Username and Password.

You agree and acknowledge that Bank shall in no way be held responsible or liable if you incur any loss as a result of compromise of Username and Password by you yourself or you have failed to follow the internet banking instructions as published by the Bank on the site from time to time. User agrees to fully indemnify and hold harmless Bank in respect of the same.

The User understands that doing a transaction at a Cybercafé/ shared computer terminal is risky and the Bank shall not be responsible for any losses arising out of the same.

Further, you shall not use or permit to use the Service or any related service for any illegal or improper purposes. Improper use of the Services shall render the user liable for payment of financial charges as decided by the Bank or will result in suspension of the operations through the Services.

The Customer recognizes and accepts that his primary mobile number and/or email address will be used to transmit authentication code (one time password). The Customer is responsible for keeping the mobile device protected at all times and update the number/ email address in Bank records in case of any change to the primary number and/or email address.

# 2.8 Reporting Unauthorized Transaction or Theft or Loss of Access Codes.

You are requested to register for SMS alerts for all transactions. You are advised to notify the Bank of any unauthorized electronic banking transaction at the earliest after the occurrence of such transaction, and informed that the longer the time taken to notify the bank, the higher will be the risk of loss to you/ Bank

If you believe that an unauthorized transaction has been or may be made from your account, alert the Bank immediately by calling us at +91 22 62296300 or write us at:

**Qatar National Bank** 

Attn: Customer Care ...

G-1A, Ground Floor,4 North Avenue, Maker Maxity,Bandra Kurla Complex, Bandra East, Mumbai 400051, India

## 3.0 RESPONSIBILITY OF PARTIES

## 3.1 Privacy and Confidentiality.

The importance of maintaining the confidentiality and privacy of the information provided by our customers is one of our highest priorities. You should carefully review our privacy policy as stated on our web site at www.qnb.com. Our privacy policy is incorporated in this Agreement by reference and you hereby agree that you have read our privacy policy, understand it and agree to its terms.

## 3.2 Customer's Responsibilities.

You are responsible for keeping your Username, Password and Account data confidential. We are entitled to act on transaction instructions received using your Username and Password and you agree that the use of your Username and Password will have the same effect as your signature in authorizing transactions, authenticating your identity, and verifying instructions you have provided to us. If you authorize other persons to use your Username and Password in any manner, your authorization will be considered unlimited in amount and manner until you have notified us in writing that you have revoked the authorization and changed your Username and Password, and you are responsible for any transactions made by such persons until you notify us that transfers by that person or instructions regarding your Account(s) are no longer authorized and we have a reasonable opportunity to act upon the change of your Username and Password.

The instructions you give shall remain effective till such time the same is countermanded by further instructions by you. Bank shall have no liability if it does not or is unable to or prevent the implementation of an instruction, which is subsequently countermanded.

You will be responsible for the correctness of information supplied to the Bank for use of the Services. The Bank accepts no liability for the consequences arising out of erroneous information supplied by the User. Further, the Bank is not obliged to verify instructions given by you through internet banking. The Bank may refuse to comply with the instructions without assigning any reason and shall not be under any duty to assess the prudence or otherwise of any instruction and have the right to suspend the operations through the Services if it has reason to believe that such instructions will lead or

expose to direct or indirect loss or may require an indemnity from the user before continuing to operate the Internet banking.

If you believe your Username and Password has become known by an unauthorized person, or that an unauthorized transaction has been or may be made from your account, alert the Bank immediately by calling us at +91 22 62296300 or write us at:

**Qatar National Bank** 

Attn: ...Customer Care

G-1A, Ground Floor,4 North Avenue, Maker Maxity, Bandra Kurla Complex, Bandra East, Mumbai 400051, India

3.3 Things for Which We Will Not Be Responsible and Further Limitations on Our Liability.

#### (a)Access.

We will not be liable under this Agreement for failure to provide access or for interruptions in access to the Services due to a system failure or due to other unforeseen circumstances.

## (b)Our Computer Equipment & Your Software.

We will not be responsible for any errors or failures from any malfunction of your computer or a computer virus or other problems relating to your computer equipment used with the Services. We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser (Microsoft Explorer®, or otherwise), your Internet service provider, or any equipment you may use (including your telecommunications facilities, computer hardware and modem) to access or communicate with the Services.

#### (c) Warranty & Software Limitations.

NEITHER WE NOR ANY SOFTWARE SUPPLIERS NOR ANY INFORMATION PROVIDERS MAKE ANY WARRANTY, EXPRESS OR IMPLIED, TO YOU CONCERNING THE SOFTWARE, EQUIPMENT, BROWSER OR OTHER SERVICES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.

## (d)Computer-related Warranties.

Neither we nor any software supplier nor information provider represents and warrants to you that the software we supply to you for the Services is free from any defects, computer virus or other software-related problems. In the event of such defects or computer virus caused by the QNB software, our sole responsibility shall be limited to the replacement or the reasonable cost of replacement of the software we provided in connection with the QNB services. We will not be liable for any indirect, special, consequential, economic or other damages. Bank does not warrant that access to the website and Services shall be uninterrupted or error free. The Internet per se is susceptible to various cybercrimes like phishing, vishing (Voice phishing), SMSing (phishing through SMS), compromise of User's system security etc., that could affect payment instructions/other instructions to the Bank. Whilst the Bank shall endeavor to protect the interest of the customers, there cannot be any guarantee from such cybercrimes and other actions that could affect payment instructions/other instructions to the Bank including but not limited to delay or failure in processing the instructions. The User shall separately evaluate all such risks and the Bank shall not be held responsible for the losses arising out of such cybercrimes. In states which do not allow the exclusion or limitation or liability is limited to the extent permitted by applicable law.

(e) Indemnity: In consideration of the Bank providing the User the Services, the User shall, at his own expense, indemnify and hold the Bank, its directors and employees, representatives, agents, as the case may be, indemnified against all losses and expenses on full indemnity basis which the Bank may incur, sustain, suffer or is likely to suffer in connection with the Bank's execution of the instructions given by you and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses as a consequence or by reason of providing the Services for any action taken or omitted to be taken by the Bank, its officers, employees or agents, on your instructions. The User will pay the Bank such amount as

may be determined by the Bank to be sufficient to indemnify it against any such, loss or expenses even though they may not have arisen or are contingent in nature. Further, you agree, at your own expense, to indemnify, defend and hold harmless the Bank, its directors and employees, representatives, agents against any claim, suit, action or other proceedings brought against the Bank, its directors and employees, representatives, agents, by a third party, to the extent that such claim, suit, action of other proceedings brought against the Bank, its directors and employees, representatives, agents is based on or arises in connection with the User of the Services with reference to: a violation of the terms of the Agreement contained herein by the User; or any deletions, additions, insertions or alterations to, or any unauthorized use of Services by the User; or any misrepresentation or breach of representation or warranty made by the User contained herein; or any breach of any covenant or obligation to be performed by the User hereunder. You agree to pay any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against it or otherwise incurred by or in connection with or arising from any such claim, suit, action or proceeding attributable to any such claim.

#### General Limitation on Liability.

IN NO EVENT SHALL THE BANK BE LIABLE FOR SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING LOST PROFITS WHETHER OR NOT THE BANK HAS ADVISED YOU OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE ARISING OR RELATED TO YOUR USE OF QNB. IN STATES WHICH DO NOT ALLOW THE EXCLUSION OR LIMITATION, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

You hereby agree that under no circumstances, Bank's aggregate liability for claims relating to Internet Banking, whether for breach or in tort or contract (excluding negligence) shall be limited to the transaction charges/fees or consideration paid by the user within the previous twelve (12) months for Internet Banking, excluding any amount paid towards transactions

#### 3.4 Customer Liability.

QNB will only be liable for any loss you incur after the date and time of reporting to QNB the loss or theft of your Access ID/Username and Password. QNB shall not be liable if you incur any loss before the date and time of reporting your loss or theft of Access ID/Username and Password.

You are fully obligated to us to provide sufficient funds for any payments or transfers you make or authorize to be made. If we complete a payment or transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permissible by the applicable law and the terms of any other relevant agreements.

## 3.5 Bank's Responsibility.

The Bank is responsible for completing transfers on time according to your properly entered and transmitted instructions. However, the Bank will not be liable for completing transfers:

- if, through no fault of ours, you do not have enough available money in the Account from which a payment or transfer is to be made, if the Account has been closed, frozen, or is not in good standing, or if we reverse payment or transfer because of insufficient funds;
- if any transfer exceeds the credit limit of any Account or under the instructions of this Agreement;
- if you have not properly followed software or QNB instructions on how to make a transfer or other transaction:
- if you have not given the Bank complete, correct, and current instructions, Account numbers, Username and Password, or other identifying information so that the Bank can properly credit your account or otherwise complete the transaction;
- if you receive notice from a merchant or other institution that any payment or transfer you have made remains unpaid or has not been completed, and you fail to notify us promptly of that fact;
- if withdrawals from any of your linked accounts have been prohibited by a court order such as a garnishment or other legal process;

- if your Computer, your software, or the Services was not working properly and this problem should have been apparent to you when you attempted to authorize a transfer;
- if you, or anyone you allow, commits fraud or violates any law or regulation;
- if circumstances beyond the Bank's control prevent making a transfer or payment, despite reasonable precautions that the Bank has taken. Such circumstances include telecommunications outages, postal strikes, delays caused by payees, fires, and floods. There may be other exceptions to the Bank's liability as stated in the Account Agreements

IN ADDITION, THE BANK WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, ECONOMIC, OR OTHER DAMAGES ARISING OUT OF THE INSTALLATION, USE OR MAINTENANCE OF QNB AND/OR ITS RELATED EQUIPMENT, SOFTWARE, OR ONLINE SERVICES.

#### 3.6 Disclosure of Account Information to Third Parties.

To the extent necessary to carry out the Bank functions, the Bank may disclose information about your Accounts to third parties in the following instances:

- · when it is necessary for completing transfers;
- in order to verify the existence and condition of a Payment Account, merchant, or for a payee or holder of a check issued by the Bank;
- in order to comply with laws, Qatar Central Bank directives, government agency rules or orders, court orders, subpoenas or other legal process, or in order to give information to any government agency or official having legal authority to request such information;
- · to protect and enforce our rights;
- in order to share information with our affiliates to the extent allowed by law;
- in order to contract with outside agents or service providers to prepare Account statements, enter or calculate transactions and balances, or provide other materials or Services on our behalf:
- · for analysis and credit scoring.

If you give us your written permission (which may be by electronic or telecommunications transmission as well as on paper);

The User also agrees that the Bank may disclose, in strict confidence, to other institutions, such personal Information as may be reasonably necessary for reasons inclusive of but not limited to participation in any telecommunication or electronic clearing network, in compliance with a legal directive, for credit rating by recognzsed credit scoring agencies, or for fraud prevention purposes etc.

#### 4.0 MISCELLANEOUS

## 4.1 Periodic Statements.

Your QNB payments and transfers will be indicated on monthly statements we provide or make accessible by mail or delivery service. We may also provide or make accessible to you statement information electronically or by some other means. You agree to notify us promptly if you change your address or if you believe there are errors or unauthorized transactions in any statement, or statement information.

The Bank may keep its records of the transactions in any form it decides. In the event of any dispute, the Bank's records shall be binding as the conclusive evidence of the transactions carried out through Services in the absence of clear proof that the Bank's records are erroneous or incomplete.

## 4.2 Business Days and Hours of Operation.

QNB is generally available twenty-four (24) hours a day, seven (7) days a week. However, at certain times, some or all of QNB Service may not be available due to system maintenance. A transfer initiated through QNB during, the local business hours is posted to your account the same day. Transfers initiated after the cut off time would be posted on next Business Day. On Bank holidays the transactions initiated will generally be posted on the next Business Day.

#### 4.3 Notices and Communications.

Except as otherwise provided in this Agreement, all notices required to be sent to you will be effective when we mail or deliver them to the current address that we have for you in our records. Notices from you will be effective when received by mail at the address specified in clause 2.8.

#### 4.4 email Communications.

In general, communications sent over the public Internet are not necessarily secure. Therefore, we shall not send and we strongly suggest that you do not send any confidential Account information. We will not respond to account information related questions sent via Internet email

Correspondence that requires expeditious handling, for example, if you need to report an unauthorized transaction from one of your accounts, should be made by calling the Bank at +91 22 62296300

#### 4.5 Assignment.

The Bank may assign its rights and delegate its duties under this Agreement to a company affiliated with the Bank or to any other party without any reference or notice and without requiring any consent from the customer or "User"

The customer or "User" cannot do the same.

## 4.6 No Waiver.

The Bank shall not be deemed to have waived any of its rights or remedies unless such waiver is in writing and signed by the Bank. No delay or omission on the part of the Bank in exercising its rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

## 4.7 Right of Set-off and Lien.

The Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future, on the deposits held in the account(s) held by you, whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the Services extended to and/or used by you.

#### 4.7 Governing Law.

This Agreement shall be governed by, construed and enforced in accordance with the laws of India. Your existing account relationships and Account agreements with the Bank will continue to be governed by and construed in accordance with the laws governing those Account Agreements.

## 4.8 Severability.

Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law as nearly as possible to reflect the original intent of the Agreement, and the remaining portions shall remain in full force and effect.

## 4.9 Copyright and Trademarks.

The content, organization, graphics. design, compilation, magnetic translation, digital conversion and other matters related to our website and QNB are protected under applicable copyrights, trademarks and other proprietary rights. The copying, redistribution, use or publication by you of any part of our website, except as allowed by this Agreement, is strictly prohibited. You do not by virtue of this Agreement acquire any ownership rights to any content, document or other materials accessed through our website or QNB. The posting of information or materials on our website or through QNB does not constitute a waiver by us of any proprietary or other right we have in such information or materials.

## 4.10 Third Parties.

Nothing whether expressed or implied is intended to confer any rights or remedies under/by reason of this agreement on any person other than the customers or Users

# 4.11 Foreign currency transactions through the Services and FEMA declaration

## 4.12 QNB's Fair Practices Code of Lenders:

https://www.qnb.com/cs/Satellite/QNBIndia/en\_IN/enFairPracticesCode

## 4.13 Grievance Redressal

https://www.qnb.com/cs/Satellite/QNBIndia/en\_IN/enPolicyGrievance