



# TERMS OF USE

## GENERAL

By accessing and using the online CB International Shares trading platform or Application including its web pages, services, content and information (collectively referred to as the "Online Trading Platform") together with the agreements and software provided by The Commercial Bank (P.S.Q.C.) ("CB"), you acknowledge, accept and agree to be bound by all of CB's terms, conditions and policies described or otherwise contained in the Online Trading Platform (the "Agreement") or any other applicable terms and conditions available on CB's website at www.cbq.qa and selected other URLs, or any successors thereof.

If you do not agree to this Agreement, you are not authorized to access and use the Online Trading Platform and should exit immediately. You also acknowledge and agree that we may amend this Agreement at any time, in our sole discretion and that all amendments to this Agreement will be effective immediately upon our posting of the amendments on the Online Trading Platform.

You agree to review this Agreement each time you access the Online Trading Platform so that you are aware of any and all amendments made to this Agreement since your last visit and you agree that your use of the Online Trading Platform after the date on which such amendments are posted to the Online Trading Platform will constitute your acceptance of such amendments.

## INTELLECTUAL PROPERTY RIGHTS

CB and/or any applicable third-party reserve all rights to proprietary information (including, but not limited to, all intellectual property rights such as patents, trademarks, service marks, copyrights, database rights, topography rights, industrial design, know-how, trade secrets, trade names).

You may not use, store, display, sell, copy, reproduce, republish, modify, post, upload, transmit or distribute in any manner the materials on the Online Trading Platform. This includes graphics, text, code and/or software.

## NO WARRANTY AS TO INFORMATION

The content and information (the "Information") contained on the Online Trading Platform is provided for general informational purposes and as a convenience to CB's clients only, without regard to any particular client or user's investment objectives or financial means. Furthermore, all the Information on the Online Trading Platform was obtained from sources believed by CB to be reliable, however, accuracy, security or appropriateness or newness thereof is not guaranteed.

There may be delays, omissions, errors, or inaccuracies in the Information, and the Information is provided to you on an "AS IS" basis without warranties of any kind.

CB likewise does not control any information and services provided by third party providers (the "Third Party Providers") and does not guarantee the accuracy, integrity or quality of such Information. You understand that by using the Online Trading Platform you may be exposed to certain Information provided by Third Party Providers that is offensive, indecent and/or objectionable. Under no circumstances will CB be liable in any way for any Information provided by Third Party Providers, including any errors or omissions in any such Information, or any loss or damage of any kind incurred as a result of your use of any such Information.

## RISK AND RESPONSIBILITY

Reliance upon any Information contained on or accessed in the Online Trading Platform is at your own risk. Specifically, the Information on the Online Trading Platform is not to be construed as a recommendation, advice or offer for you to buy or sell any international securities or financial products or instruments, or to participate in any particular trading strategy. CB does not make any recommendation regarding the merit of any company, security or other international financial product or investment identified herein.

Please also note there can be significant risk of losses in trading international securities, options, futures and foreign exchange. Investing in international securities involve substantial risks and is not suitable for every investor. Customers must carefully consider all relevant risk elements (such as but not limited to their individual financial circumstances and investment capability) prior to executing any investment or purchase of any international securities or engaging in any international trading activities, CB encourages you to consult with your banker, financial advisor, investment manager or other professional advisors of these types of international investments. None of CB, or any of its Third Party Providers shall be liable for any international investment decisions based upon the Information provided on the Online Trading Platform. Nothing contained on the Online Trading Platform is intended to be, nor shall it be construed or considered to be, legal, tax, accounting or investment advice. It is also your responsibility to consider your legal and regulatory position in the applicable jurisdiction (aside from the risks associated with trading in such international securities or international investments) to ensure that the use of the Information of the Online Trading Platform and the subsequent investment decision that you make does not contravene any such restrictions or applicable laws and regulations of any jurisdiction.

You are therefore hereby requested to seek independent legal, regulatory, tax, professional advice for more complete and current information and analysis of the Information stated herein.

You are responsible for all statements made and acts or omissions that occur while your user identification name ("User Name"), passwords and/or biometric identifiers, as the case may be, are being used. You are responsible for protecting and securing your User Name, password and biometric identifiers from unauthorized use and disclosure. If you become aware of, or believe there has been, any breach of security for any of your information stored on the Online Trading Portal, such as the theft or unauthorized use of your User Name, password, biometric identifiers or any other information, you will notify CB immediately.

## OTHER WEBSITES

The Online Trading Platform contains links to certain Internet web-sites developed, sponsored or maintained by third parties unaffiliated with CB. Should you leave the Online Trading Platform via a link contained therein, the content you view therein is not provided or controlled by CB. CB is not responsible for that content, nor has it developed, checked for accuracy or otherwise reviewed the content or privacy policy of any such third party web-site. By providing access to the linked web-sites, neither CB nor its Third Party Providers are recommending, endorsing or sponsoring any aspect of those web-sites, including the transmission of software, downloading or uploading of content, or any goods, services or securities available thereon. CB makes no guarantees, representations or warranties as to, and shall have no liability for, any content delivered by any third party, including, without limitation, the non-infringement, accuracy, subject matter, quality or newness of any content, or the use of any personal information you provide to any such web-site. CB reserves the right in its sole discretion to discontinue links to any other web-sites at any time and for any reason. CB provides links to other web-sites solely as a convenience to its users, and the inclusion of any link shall not create any liability for CB with respect to the third party or the third party's web-site or the content provided through such links. Your use of such links is entirely at your own risk and responsibility. Furthermore, you forever hold CB harmless from any and all claims, obligations and/or liability arising in connection with the use of any such links.

## DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

CB, the Third Party Providers, and their respective affiliates, officers, directors, employees, agents and licensors cannot and do not make any representations and, to the fullest extent permitted by applicable law, hereby disclaim with respect to the Online Trading Platform and Information, all express, implied and statutory warranties of any kind to you or any third party, including, but not limited to, representations and warranties regarding accuracy, newness, completeness, reliability, stability, readiness, non-infringement, merchantability, or fitness for any particular purpose, or any representations or warranties arising from usage or custom or trade or by operation of law. CB, the Third Party Providers, and their respective affiliates, officers, directors, employees, agents and licensors assume no responsibility for the consequences of any such errors or omissions. Any material or information downloaded or otherwise obtained through the use of the Online Trading Platform is accessed at your own risk and you alone will be responsible for any damage or loss to you, including and not limited to your computer system, loss of data or loss or damage to any property or loss of revenue that results from the download or use of such materials.

In no event shall CB or any Third Party Provider or any of their respective affiliates, officers, directors, employees, agents or licensors be liable to you or to anyone else for (i) any types of damages, including without limitation, direct, special, incidental, indirect, punitive, consequential damages even if advised of the possibility of such damages (such as but not limited to business interruption, damages for loss of profits, loss of programs or information, and the like), or any other loss or injury caused in whole or in part by contingencies beyond their control or any negligence, including any gross negligence in procuring, providing, compiling, interpreting, editing, writing, reporting, transmitting or delivering any information on the Online Trading Platform or (ii) any claim arising out of or relating to the Online Trading Platform or any Information, including, but not limited to, any decision made or action taken by you in reliance upon such Information, any delays, errors, omissions or interruptions in the delivery or transmission of information, data and services available on the Online Trading Platform or any web-site of a Third Party Provider linked to the Online Trading Platform or (iii) any other aspect of the Online Trading Platform or any web-site of a Third Party Provider linked to the Online Trading Platform.

## INDEMNIFICATION

You agree to indemnify, defend and hold harmless CB, its Third Party Providers and its directors, employees, officers, agents, suppliers, licensors and any Third Party Providers from and against all expenses, damages, losses and costs, including reasonable legal fees, resulting from any violation of this Agreement (including willful misconduct or negligence) by you or any other person accessing the Online Trading Platform as a result of your willful misconduct or negligence.

## OWNERSHIP OF SUBMITTED INFORMATION

All information submitted to CB via the Online Trading Platform shall be deemed to be and remain the property of CB. CB shall be free to use, for any purpose, any ideas, concepts, know-how or techniques in dealing with any Information available to visitors of the Online Trading Platform provided CB shall not be subject to any obligations of confidentiality regarding any such submitted information except as otherwise specifically required by any applicable laws, rules or regulations.

## NO UNLAWFUL OR PROHIBITED USE/MONITORING OF ONLINE TRADING PLATFORM

You acknowledge and agree that, as a condition of your use of the Online Trading Platform, you will not use the site for any unlawful or prohibited purpose and that you agree not to use the Online Trading Platform in any manner that could damage, disable, overburden or impair the Online Trading Platform, the server or the network(s) connected to the Online Trading Platform, or interfere with any other party's use and enjoyment of the Online Trading Platform. You may not attempt to gain unauthorized access to the Online Trading Platform or any services, other accounts, computer systems or networks connected to any of the servers or services of CB, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Online Trading Platform. CB reserves the right, in its sole discretion, to monitor any and all use of the Online Trading Platform.

## VIOLATIONS OF THIS AGREEMENT

CB reserves the right to seek all remedies available at law for violations of this Agreement, including the right to block access from a particular Internet address to our site.

It is understood that the failure of CB to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision.

## GOVERNING LAW AND JURISDICTION

This Agreement is governed by and interpreted in accordance with laws of the State of Qatar and the courts in the State of Qatar will have exclusive jurisdiction over any dispute arising out therefrom.