



Enterprise Mobile Banking

1- Access And Use Of The Enterprise Mobile Banking Service

We will, on a best effort basis, make available the Enterprise Mobile Banking Service, however routine maintenance requirements, excess demands on the system and reasons beyond our control may cause disruptions in availability.

1. You acknowledge that we are granting you a non-exclusive, non-transferable, temporary license to use the Corporate Internet Banking Service and this permission is restricted to authorized legitimate use of the Service. All information, trade marks and names Given on the website belongs to us and you agree: Not to use this information except in connection with accessing and using the Enterprise Mobile Banking Service; Not to make copies, sell, assign, commercially rent, sub-license or otherwise transfer the same to any third person; and Not to attempt to decompose, reverse or tamper with the system or software related to the Enterprise Mobile Banking Service.
2. You should only access and use the Enterprise Mobile Banking Service on a computer or other device which you own.
3. You are responsible for ensuring that your computer is compatible with the Enterprise Mobile Banking Service and have all Necessary security software.
4. In using the Enterprise Mobile Banking Service you must ensure that your computer or other device used to access the Online Banking Service is free from any computer viruses and adequately protected against computer viruses; irrevocably and unconditionally accept liability for any and all Instructions without Limitation must check regularly your statements of Account(s) and promptly notify the Bank of any discrepancy must not interfere with or damage (or in any way attempt to) any data, software or security associated with the Online Banking Service and must ensure that there are sufficient funds in your Account(s) for us to complete an Instruction.
5. We may suspend any Service without prior notice where we consider it necessary or advisable to do so.
6. We may restrict or cease your use of the Enterprise Mobile Banking Service at any time and for any reason upon notice to you.

2- Security Measures

1. To login to the Commercial bank Enterprise Mobile Banking service, download the app from Apple App Store and Google Play Store.
2. We use Secure Encryption protocol as advised by regulatory compliance and PCI to encrypt your personal information before it leaves your mobile.
3. For safety reasons you are advised to change your Password every 6 weeks.
4. For security reasons you will only have three (3) attempts to input the correct Password to gain access to the Enterprise Mobile app Service. After the third incorrect attempt you will not be able to access the Enterprise Mobile Banking Service.
5. Once logged on to the Enterprise Mobile Banking Service you must not leave your mobile unattended at any time and must not let anyone else use it until you have properly logged off. For security reasons and preservation of confidential information, if your mobile is logged on but unused for 10 minutes the app will time-out and you will be automatically logged-off the Enterprise Mobile Banking Service. To regain access you must log on to the Enterprise Mobile Banking Service again.
6. We may reset your Username and Password at any time. You may change your Password at anytime through the Enterprise Mobile Banking application.

7. We may at any time alter, amend or replace any procedure, system, or service within the Service to maintain the encryption, security and confidentiality of the Service.
8. You are responsible for complying with any other security measures and requirements which we may advise you from time to time.
9. We shall take all reasonably practicable measures to ensure that access to and use of the M-commerce Service is secure, and to manage and control the risks in operating the M-commerce Service.
10. You must keep your Username and Password secure and strictly confidential; and keep Account and M-Commerce Service information (including Instructions and Responses) confidential and take reasonable steps to prevent unauthorised access to and use of such information.
11. You must notify us immediately of any suspected or actual discovery of or unauthorised use of your Username and or Password to which we shall suspend your access to Enterprise Mobile app and make arrangements for you to select a new Username and or reset Password.
12. In the event of loss or theft of your mobile phone or SIM card or a change or disconnection of the mobile number linked to the Service you must notify us immediately.
13. You may be required to assist us and/or the police in any enquiries relating to a breach of security of the Service. Pursuant to this we may disclose information concerning you or your Accounts to the police to prevent or recover losses.
14. You must comply with any additional security measures notified to you from time to time.
15. Subject to these Terms and without prejudice to our rights hereunder, we will take all reasonably practicable measures to ensure that our systems used in connection with the Enterprise Mobile Banking Service 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.

3- Instructions

1. Any Instruction will be deemed to be validly, legally and genuinely given by you and we will be entitled to rely and act on Instructions without any further confirmation or verification from you. No acknowledgement or receipt of Instructions shall be issued by us and we shall not verify Instructions.
2. We will endeavor to effect Instructions as soon as reasonably possible and on a best efforts basis. In the event no special instructions are given in relation to an Instruction we may, at our discretion, either
 - execute the Instruction in the most suitable method, or
 - refuse to execute the Instruction until receipt of special instructions.
3. You are liable for any Instruction in relation to your Accounts and we will not be liable in any manner for any unauthorized, fraudulent, or erroneous Instruction.
4. It is your responsibility to ensure that all details relating to a beneficiaries account are input correctly and in full. Commercialbank is under no obligation to verify, confirm or complete beneficiary account details and we shall not be liable for any funds transferred to an incorrect beneficiary as a result of incorrect or incomplete beneficiary account information.
5. We may, at our sole discretion and without explanation, refuse to effect an Instruction
 - if we have reason to believe an Instruction is issued for an illegal purpose; or
 - is contrary to our (or any third party bank's (as directed) anti-money laundering policies.
6. An Instruction submitted through the Online Banking Service will not be effected if operations of the Online Banking Service are suspended or terminated for any reason.
7. Upon receipt of an Instruction we will debit amounts applicable to such Instruction (together with all applicable fees and charges, whether our fees and charges, correspondence fees or charges or third party bank fees or charges) from your relevant Account.

8. Instructions are irrevocable and cannot be reversed without our prior approval. We will make reasonable efforts to modify, not process or delay processing any Instruction where requested and in doing so we will endeavor to notify the concerned office, agent or corresponding third party banks. We may not accept, and will not be responsible for any refusal, failure or delay in effecting, an Instruction which is conditional or which requires us to make payment to a third party earlier (or later) than the time we require according to normal banking practices. Revocation or cancellation of an Instruction shall only be completed upon receipt of evidence satisfactory to us that amounts have not been deducted from (or have been credited to) your Account(s).
9. We reserve the right to require you to provide written confirmation or additional information in relation to an Instruction.
10. Instructions to transfer funds to an account held in a foreign country
 - are made through successive and corresponding third party banks and we shall only be liable for initial transfer of funds from your Account(s), and not for onward transmission (or any error, delay or failure thereof) by corresponding banks and we shall not be obliged to verify the onward transmission or completion of the transaction, and
 - shall be completed in the currency of the country where the account is held irrespective of whether the Instruction was in an alternative currency, unless otherwise agreed by the beneficiary with the beneficiary bank.
11. In the absence of special Instructions, we may convert all foreign currency credits to your Account into the currency of the Account at our rate of exchange.
12. All transfer Instructions 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.
13. Instructions will not be permitted in the event there are un-cleared funds and insufficient funds standing to the credit of the relevant Account to cover such Instruction.
14. Except in the event you have notified us of any special instructions, where you have submitted multiple Instructions in relation to the same Account on the same day we will determine the priority in which we give effect to Instructions.
15. A transaction Instruction being effected is not always simultaneous with a transaction Instruction being given by you. Certain transaction Instructions may take more time to process and/or may only be processed during a Business Day and during normal working hours.

4- Utility Bill Payments

You must input all information required in the correct fields to effect utility bill payments and you shall be responsible in the event of any input of incorrect information and any subsequent erroneous payments to utility companies.

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

5- Transaction Limits

All transaction Instructions through the Online Banking Service will be subject to the following limits: Maximum aggregate daily limit per customer for all transfers, payments etc. (including internal, external, domestic and foreign): which is subject to change as will be notified to the Customer while accessing the Online Banking Service. Maximum daily limit per customer for all internal transfers (including payments and transfers between customers' own accounts and third party accounts with us): which is subject to change as will be notified to the Customer while accessing the Online Banking Service.

6- Cut Off Times

1. Instructions where the paying and receiving account are both held with us will be effected immediately.
2. Instructions in foreign currencies or where the receiving account is not held with us will only be effected up to the cut-off time applicable to the foreign currency and/or third party bank transaction on a Business Day. Instructions given after the cut-off time for a currency and/or third party bank transaction on a Business Day will only be executed on the next Business Day.

7- General

1. Any information given by you will be deemed to be correct and we will be entitled to rely thereon, without any obligation, to verify such information for security, administration or any other purposes. Such information will, upon submission, become our property.
2. You may not obtain the full value under a demand draft or manager's cheque or telegraphic transfer on account of exchange due to restrictions applicable in the country of payment or to the paying bank or charges and fees of the paying bank.

8- Fees And Charges

1. Currently we do not charge a fee or charge for use of the Online Banking Service however we may, at our discretion, charge a fee for the Online Banking Service or any Services, the cost and implementation of which shall be notified to you in writing in advance.
2. Fees and charges will be directly debited from your Account(s).

9- Records And Statements

1. We will not issue a printed advice or confirmation in relation to Instructions or your Account(s).
2. You may check your Account(s) statements and all records of Instructions on the Online Banking Service.
3. You must check these statements and records regularly and advise us immediately, and in any event within 15 days, in the event of any discrepancy or dispute. Any failure to notify us within 15 days of any discrepancy or dispute will deem statements and records to be true and correct.
4. The Online Banking Service statements will be the official records of all Instructions and constitute conclusive evidence of Instructions and dealings in connection with the Online Banking Service and may be admitted as evidence in the event of any legal proceedings.

10- Lost or Stolen Username and Password

1. If you suspect or discover that your Username and/or Password have become known by any third party you must notify us immediately by calling our call centre who will suspend your access to the Online Banking Service and make arrangements for you to select a new Username and Password.
2. Prior to notification in accordance with the above article, we will not be liable for any unauthorized transactions under your Account(s). Once we have been notified in accordance with the above article and had reasonable time to act, you will not be liable for any further unauthorized transactions unless you have acted fraudulently or negligently.
3. You agree and acknowledge that we may disclose information about you or your Account(s) to the police or third parties if we think it will help prevent or recover losses.

11- Liability And Indemnity, Limitation of Liability

1. You will be solely liable for: all costs, claims, actions, damages or losses suffered or incurred by you accessing and using the Site, the Online Banking Service or any linked site; all costs, claims, actions, damages or losses associated with reversal, revocation or cancellation of Instructions; payment of utility bills (including any late payments); erroneous payments to a third party in accordance with your Instructions; all losses (including the amount of any transaction Instruction carried out without your authority) if you have acted without reasonable care or fraudulently, so as to facilitate unauthorized transactions (for the avoidance of doubt acting without reasonable care shall be deemed to include failure to observe any of your security obligations referred to in these Terms); your reliance on information available on the Online Banking Service; any loss or damage to your data, software, computer, telecommunications or other equipment caused by you using the Online Banking Service; any loss, damage or harm arising due to non-compatibility between our Online Banking Service systems and your computer device, including any lack of security software on your part that could result in any loss, damage or harm to your computer or Account(s).
2. You undertake to indemnify us from and against all actions, claims, proceedings, demands, losses, damages, harms (including direct, indirect or consequential) costs, expenses, charges, taxes, penalties and legal costs and any other liabilities of whatsoever nature which we may incur or suffer by reason of: your access to and/or use of the Online Banking Service; costs, losses or expenses incurred by us pursuant to your input of incorrect, erroneous or fraudulent information in an Instruction; your acting without reasonable care or fraudulently; access to your Account(s) through the Online Banking Service by third parties; submission of Instructions; and us acting upon, delaying to act upon, or refraining from acting upon an Instruction and complying generally with our obligations or enforcing our rights under these Terms.
3. We shall not be liable for any losses, costs, claims or damages of whatsoever nature, whether direct, indirect or consequential, suffered or incurred by you as a result of: the Online Banking Service or any Service linked to it being totally or partly unavailable for any reason including but not limited to any period of essential maintenance, critical change, repairs, alteration to or failure of systems or operations; acting on, failing or delaying to act on or processing, any Instruction except to the extent caused by our error, gross negligence or willful misconduct and our liability shall be limited to the payment of interest (in the case of delay, for the period of the delay); acts, failures, delays or omissions of third party banks; corrupt data being sent through the Online Banking Service; any act, error, omission, failure or delay by any third party in relation to any account held by you or an Instruction or transaction; computer virus or line or system failure; or the failure of any machine, data processing system or transmission link.

12- E-Messaging

1. The E-Messaging facility enables you to send and receive secure messages to/from us through the Enterprise Mobile Banking Service.
2. We will aim to respond to all e-messages within 2 Business 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 aim to inform you of this within 2 Business Days.
3. You should not send e-messages: relating to matters for which there is a specific functionality available on the Online Banking Service (e.g. to make a payment); which require immediate attention; which are requests of a transactional nature; reporting the loss or theft of cheques and or credit or ATM cards; on behalf of a 3rd party or in relation to any dealings with 3rd parties; or which are offensive, frivolous or other inappropriate, Failure to comply with the above may result in termination of your access to the Online Banking Service.
4. We may send you e-messages concerning any Account(s), product or service which you have with us, including the Online Banking Service, or any other linked to it.

13- Termination

1. You may cease your use of the Online Banking Service at any time upon written notice to us.
2. We may terminate your Online Banking Service account or the Online Banking Service altogether at any time in our sole discretion.
3. We shall use reasonable endeavours to notify you of any termination.
4. Termination of the Online Banking Service shall not affect completion of any Instruction submitted prior to the effective date of termination of your use of the Online Banking Service.

14- Miscellaneous

1. We reserve the right to refuse any application for the Online Banking Service at our absolute discretion.
2. The Online Banking Service should be used in good faith and in accordance with these Terms.
3. The Online Banking Service should not be abused or used to commit any kind of fraud or illegality.
4. We may modify these Terms, 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 our absolute discretion. Any amendments will be posted on our Site in such a manner as we consider appropriate. You must periodically review these Terms and information issued about the Online Banking Service to inform yourself about any such amendments.
5. We may:
 - change the mode of operation;
 - add or remove or otherwise change the Services/facilities provided under this site; and close down temporarily or permanently Online
 - Banking Service.
6. We may alter, amend or replace any or all procedures, forms or levels of encryption to ensure maintenance of security and confidentiality standards.
7. This Application is not intended for distribution to, or use by, any person or entity in any other jurisdiction or country where such distribution or use would be contrary to local laws\or regulations. Notwithstanding anything to the contrary in these Terms, we shall at all times be obliged to comply with all rules and regulations of any governing authority, including but not limited to Qatar Central Bank.

15- The Agreement

1. The corporate wishes to use the Enterprise Mobile Banking service (the “online service”) provided by the Commercial Bank (Q.S.C.) and the Commercial Bank (Q.S.C.) is willing to make the service available to the corporate.
2. The Commercial Bank (Q.S.C.) and the corporate agree that the Enterprise Mobile Banking service shall be supplied to the corporate by providing the corporate with an online account through which the corporate can access the accounts it holds with Commercial Bank, send instructions to the bank, and submit requests. The provision of the Enterprise Mobile Banking service is subject to acceptance of these terms and conditions which the bank may amend from time to time as it reasonably sees necessary at its absolute discretion and without prior notice to, or consent of, the corporate.

16- Corporate authorization

The corporate must nominate two (2) authorised representatives to act as “delegates” of the corporate authorised to access the online service on behalf of the corporate and to submit instructions. The nominees must be notified to the bank immediately upon application for use of the online service. If the nominees are not named in the corporate’s Commercial Registration, the bank will require a corporate board resolution in a form acceptable to the bank and in conformity with the corporate’s memorandum and articles of association or equivalent constitutional documents naming the appointees as “delegates” empowered to use the online service on behalf of the corporate. The board resolution should explicitly state who the delegates are and what authority and limitations they have and must be submitted before the online service will be provided to the corporate and access granted to the delegates.

17- Security duties and obligations of the corporate and delegate

1. The corporate and its nominated delegates agree to comply with these terms and any security procedures mentioned herein.
2. Delegates must keep the User ID and Password secure and secret at all times and take all reasonable steps to prevent unauthorized access to and use of them.
3. The delegate must advise the bank immediately of any unauthorised access to the online service or any unauthorised instruction which the delegate knows of or suspects or if the delegate suspects that someone else knows the delegate’s Password. In such an event the delegate must change their Password immediately through the online service. The bank may request the delegate to assist the bank and the police in trying to recover any losses incurred by unauthorised access to the online service. The bank may disclose information about the corporate or the corporate’s accounts to the police or other authorised third parties if the bank believes it will help prevent or recover losses.
4. The delegate agrees to check carefully and regularly its records of transactions and statement of accounts with the bank and inform the bank immediately of any discrepancy.
5. The corporate agrees to keep the bank indemnified against all actions, proceedings, costs, losses and damages of any kind which the bank may suffer as a result of the bank acting on instructions of the delegate, or as a result of a delegate failure to comply with its security duties and obligations under this Clause.

18- Account types and access to Corporate accounts

1. The corporate, through its delegates, may request the bank to provide or withdraw the online service, to request additional accounts opened at any time with the bank be added to their online account and to issue instructions. Any accounts for which the online service are provided will be subject to these terms and the board resolution (if any) provided by the corporate at the time of the creation of the online service.
2. All Accounts the Corporate holds with the Bank are available to be added to the Online Service. The Delegate may de-select the availability of certain Accounts on the Online Service through the relevant screen page. Any Account opened via the Online Service will be automatically added to the service; Accounts opened through any other means will be available for selection from the relevant screen page within the service.

19- Instructions

1. Instructions submitted by the delegate will be accepted by the bank only if and once the authenticity of the User ID, Passcode and Password have been verified by the system.
2. The corporate authorizes the bank to rely and act upon all instructions as instructions properly authorized and submitted by the delegate, even if they conflict with any other mandate previously given to the bank at any time concerning the corporate’s accounts or affairs.
3. The corporate authorizes the bank to debit the corporate’s accounts with any amounts the bank has paid or incurred in acting in accordance with any seemingly valid and authorised instructions.
4. The corporate’s liability for transactions or instructions not genuinely authorised or conveyed by the delegate will be limited as set out in Clause 22 below (Liability for Unauthorised instructions) below.
5. The bank may refuse to act on an instruction if, for example, a transaction exceeds a particular value or other limit or if the bank knows of or suspects a breach of security. Please refer to the “Help” link within the online service for details of limits imposed on transactions carried out through the online service. The bank will notify the corporate of any changes to these limits.
6. The bank will not be liable for any failure by any third party financial institution with which the corporate holds accounts or any other third party, to execute instructions, nor for any delay or other shortcoming of any such party in connection with the bank executing instructions, howsoever caused.

7. The bank may suspend any service provided to the corporate under the online service without notice where the bank considers it necessary or advisable to do so.
8. The bank will use reasonable efforts to inform the corporate through the online service and/or the bank's website if any service within the online service is not available without undue delay.
9. Where the delegate so requests, the bank will make reasonable efforts to modify, not process or delay processing any instruction submitted by the delegate but the bank shall not be liable for any failure to fulfill such requests unless it is due to the bank's failure to make reasonable efforts to do so.
10. The delegate must ensure that any instructions submitted by them are accurate and complete; the bank will not be liable if this is not the case. An instruction being carried out is not always simultaneous with an instruction being given; some matters may take time to process, in particular after Cut-off Times and during certain periods of time when the online service may be suspended for maintenance or other reasons. The delegate can find further details regarding this on the "Help" link within the online service.
11. The bank shall carry out post-dated transaction on the post-dated date or on the Business Day following the indicated date if the date indicated is not a Business Day.
12. When using the online service to effect payments overseas, or to non-resident Accounts, the delegate undertakes to:
 - Submit satisfactory supporting evidence that the bank may require, i.e. invoice, valid trade import license (if applicable), contracts, statement of Accounts, or sales reports. Such documentation must be submitted to the bank within two (2) business days from the date the transaction is processed. In the event of an investigation or a random check described in Clause 6.14 below such documentation must be submitted within two (2) business days from receiving such a request.
 - The delegate must indicate the online service "reference number" (as indicated in the account statements) and the date of payment on each document submitted.
 - Retain for a period of three (3) years from the date the payment is processed original copies of supporting evidence where such evidence is submitted to the bank by electronic means.
13. The corporate authorises the bank to conduct random checks on the supporting evidence mentioned in Clause b above for the bank to ensure that corporates and delegates are compliant with regulatory requirements in respect of payments overseas or to non-resident Accounts. The corporate accepts and hereby authorizes the bank to disclose to Qatar Central Bank and any other government regulatory authority any information required in connection with any transactions performed through the online service.
14. Any breach of the law and/or failure to submit to the bank the supporting evidence in accordance with Clause b above will result in the automatic suspension of the online service provided to the corporate. Qatar Central Bank will be notified accordingly.
15. The delegate warrants that all details submitted under online service are true and correct and that any foreign currency will be used solely for the purpose stated.
16. Foreign currency transactions will be converted at the rate of exchange applicable at the time of processing by the bank. The bank reserves the right to suspend all or any part of a transaction which requires the use of an exchange rate if there are valid reasons for doing so, including but not limited to during a volatile market.
17. In the event of rejection of a transaction because of incomplete instructions, information, or insufficient funds in the corporate's account any costs, losses and expenses arising therefrom will be for the corporate's account.
18. The attention of corporate and delegates is drawn to their duty to abide by the laws of the State of Qatar and any regulatory provisions of Qatar Central Bank including regulations pertaining to the prevention of terrorism, terrorism financing, and anti-money laundering.

20- Liability for unauthorised instructions

1. The corporate will be responsible for all losses including the amount of any transaction carried out without the corporate's authority, if such losses result from any seemingly valid and authorised instructions.
2. Once the delegate has notified the bank of any unauthorised access to the online service or unauthorized instruction or the delegate suspects someone may know the User ID and Password, and once the bank has acknowledged receiving such notice, the corporate will not be responsible for any unauthorised instructions carried out after notifying the bank and after reasonable time for the bank to suspend the online service in respect of the corporate's account(s) unless it is established that the corporate and/or its delegates have acted fraudulently or negligently.

21- Obligations of the bank

1. In the case of an error relating to the online service, the bank will take all reasonable steps to correct the defective service and/or retransmit or reprocess any instructions at no additional cost to the corporate.
2. In the event that the bank has levied any charge on the corporate which is specifically expressed to be for a particular service which has not been or is not currently available on the online service (which, for the avoidance of doubt, shall not mean any fee charged for the online service under Clause 22 (Fees) below) then the bank will reimburse the corporate only this sum. Other than reimbursing any fee as set out herein the bank will have no further liability to the corporate.
3. The bank will not be liable to the corporate for any loss or damage arising out of the corporate's use of online service through any unauthorised or fraudulent use on the part of the delegate or caused by any breach of contract, or any negligence of the bank, to the extent that such loss or damage is indirect, consequential or special, whether or not the bank has been advised of the possibility of such loss or damage.
4. The bank does not exclude or limit liability for loss of interest on the corporate's credit balances or interest incurred on the debit balances as a result of a delegate instruction that the bank has processed in breach of the bank's duties to the corporate hereunder.
5. The bank is not liable if an act or omission on the delegate's part, by way of negligence, tort or default, contributes to the cause of such loss.
6. The corporate acknowledges that the bank shall have no liability whatsoever for any equipment, software or associated user documentation which any party other than the bank produces at any time for use in connection with the online service.
7. The bank will not be liable to the corporate for any loss or damage arising out of the delegate's use of online service to the extent that such loss or damage is a loss of profits, a loss of data or whether or not the bank has been advised of the possibility of such loss or damage.
8. Nothing in these terms and Conditions or this Clause 21 shall limit the bank's liability for gross negligence or fraudulent misrepresentation.

22- Fees

The corporate agrees to pay the bank's scale of charges (if any) for providing the online service as the bank may advise the corporate from time to time and authorizes the bank to debit any (or as specified by the corporate) accounts held by the corporate with any such charges. The bank may vary its charges and the frequency and dates of payment on giving the corporate no less than thirty (30) days notice.

23- Liability for instructions issued through telephone, facsimile, telex, email or any similar electronic means

The bank shall be authorised (but not obliged) to rely on and act in accordance with any notice, demand or other communication relating to any transaction which has been issued or expected to be issued from time to time through telephone, facsimile, telex, email or any similar electronic means by the corporate after inquiring about the authority or identity of the delegate who has issued or expected to issue such notice, demand or communication. The corporate shall pay all banking fees and expenses resulting from using telephone, facsimile, telex, email or any similar electronic means whether incurred by the bank or any correspondent bank and the bank shall not be liable for any error resulting from bona-fide relying or acting on any such notice, demand or communication. The bank shall not be liable for any damages or losses sustained by the corporate as a result of non-receipt or delayed receipt of instructions sent by the corporate via telephone, facsimile, telex, email or any similar electronic means if such non-receipt or delayed receipt is caused by a third party service providers.

24- Online records and transaction terms

1. The bank's records, save for manifest error, will be evidence of the corporate's dealings with the bank in connection with the online service.
2. The corporate agrees not to object to the admission of the bank's records as evidence in any legal proceedings because such records are not originals, are not in writing, or are documents produced by a computer.
3. Where the delegate gives the bank an instruction or request through the online service these terms will apply in addition to:
 - Any terms and conditions applicable to the various services available on the online service (including but not limited to Trade Finance); and
 - Any terms and conditions applicable to the various Accounts held by the corporate. In the event of any inconsistencies between the numerous terms and conditions, these terms will apply.

25- Exceptional circumstances

The corporate agrees to hold the bank harmless from any and all claims and agrees that the bank shall not be liable for delay in performing or failure to perform any of its obligations under these terms and conditions caused by circumstances beyond its reasonable control, including but not limited to the failure, malfunction or unavailability of telecommunications, data communications and computer systems and services; war; civil unrest; government action; strikes, or other industrial action or trade disputes; computer viruses; worms or other malicious code. Any delay or failure of this kind will not be deemed to be a breach of these terms and conditions and the time for performance of any affected transaction will be extended by a reasonable period under the circumstances.

26- Software license and encryption

1. The corporate will not be able to use the online service unless the software the corporate is using has a minimum level of encryption. Further details of this can be found on the 'Help' link within the online service.
2. The corporate agrees to be bound by the terms of the license or similar agreement governing the use of any software enabling the corporate to access and use the online service, if the corporate does not agree to such terms or agreement it should not utilize the Service.
3. The corporate should be aware of any export restrictions contained in any software used to access and use the online service and should keep up to date with such restrictions and the other terms of the software license or other agreement by regularly checking the relevant software publisher's website.
4. The bank uses a very high level of encryption and accordingly the corporate should take advice from the local jurisdiction from which the corporate is accessing the online service to ensure that the encrypted software can be taken into or out of and/or used in the relevant country or countries without breaching any applicable laws.

27- Notices

All notices and advices to be given by the bank to the corporate under these Terms and Conditions may be given in writing or electronically over the online service. All such notices and advices will be deemed to have been received by the corporate:

1. In the case of delivery by post, 48 hours from dispatch to the last address provided by the corporate; and
2. In the case of notification via the online service when the delegate acknowledges having read the notice or advice via the online service.

28- Confidentiality

1. The bank will take reasonable care to ensure that information about the corporate which is stored or transmitted using the online service remains confidential and is not disclosed to any third parties without the corporate's written permission. However, the corporate authorizes the bank to disclose information relating to the corporate and its accounts where the bank is obliged to comply with Court orders, government agencies or other lawful authorities anywhere in the world or where the bank considers it necessary to give effect to an instruction.
2. In order to provide the online service, it may be necessary to store or transmit information relating to the corporate and/or its Accounts through the proprietary international telecommunications network or other communications networks. The corporate hereby authorizes the bank to do so where the bank considers this necessary for the effective provision of the online service.

29- Supplementary terms and changes to the contract

1. When the bank introduces new services under the online service the bank may provide them on supplementary terms which will be notified to the corporate from time to time in accordance with these terms.
2. The bank may modify these terms at any time without notice to the corporate as reasonably necessary for the effective operation of the online service.

30- Anti money laundering

It is understood by the corporate that account opening and availing of facilities offered by the bank is subject to all information requested by the bank and required in accordance with Qatar Central Bank anti-money laundering regulations and the bank's regulations and policies being provided by the corporate; if the information criteria are not met or information so provided proves to be incorrect or fraudulent the bank is under no obligation to, and has the absolute right to refuse to, offer any facilities to the corporate. In the event of suspicion arising concerning the corporate's involvement in money laundering, terrorism financing or other illegal activities, Qatar Central Bank shall be notified accordingly of all such suspicion and the bank may be required by Qatar Central Bank to set aside funds transferred to or held in the corporate's Accounts.

31- Termination

1. The online service may be terminated at any time by the corporate giving at least thirty (30) days notice in writing to the bank. Such termination shall be without prejudice to the execution of all outstanding transactions entered into between the bank and the corporate.

2. The bank shall be entitled to terminate or suspend the online service at any time without prior notice if any of the following events occur:

- Failure by the corporate to make, when due, any payment required to be made by it;
- Failure by the corporate to comply with or perform any obligation under the terms if such failure is not remedied within thirty (30) days from notice of failure;
- If a resolution is passed for the winding up or liquidation of the corporate, or the corporate becomes insolvent or is unable to pay its debts generally as they become due;
- A representation made or deemed to be made by the corporate proves to be incorrect or misleading in any material respect when made or deemed to have been made;
- Upon court order; and
- Upon receiving instructions from any regulatory authority including Qatar Central Bank.

3. The bank shall be entitled to receive all fees and other monies due up to the date of termination of the online service and may deduct any sum payable to it from any amounts the bank may be obliged to remit to the corporate.

32- Language

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

33- Governing law and jurisdiction

1. The corporate online service agreement and these terms and Conditions are governed by and construed in accordance with the laws of the State of Qatar.

2. Both parties irrevocably submit to the non-exclusive jurisdiction of the courts of Qatar in respect of any proceedings, which may be initiated in connection with this online service.