Terms & Conditions of Opening Account(s)

Section 1: Definitions

The following terms when used in these Terms and Conditions shall have the meanings ascribed to such terms as under:

1. "Accounts" means the Saving Account, Current Account, Call Account Term Deposit Account and any other account.

2. "Available balance" means the current balance less any cheques or other payable orders which are drawn on other banks and which have not been cleared or any amounts been blocked.

3. "ATM Card" means a plastic card with magnetic strip issued by the Bank to a customer to enable such customer to access the Account(s) and perform transactions by using the Automated Teller Machines.

4. "Bank" means Doha Bank and branches, with its registered office in Doha, Qatar.

5. "Call Center Service" means the service provided by the Bank to a customer, to enable such customer to access the Account(s) and perform transactions by using the telephone.

6. "The Customer" is the A/c holder whether he personally opened the A/c or through his agent (guardian, custodian) the term customer or A/c holder applies anywhere in this contract to the A/c holder or his agent.

7. "Customer Identification Number" means a unique number provided by the Bank as a reference for the Account(s) maintained by the customer with the Bank.

8. "DIBank Online Service" means the services provided by the Bank to a customer, to enable such customer to access the Account(s) and perform transactions through the Internet.

9. "PIN" means the personal identification number allocated to Customer by the Bank, to enable such customer to access the Account(s) / services through the respective delivery channels like ATM, SMS, Call Center, Internet etc.

10. "Service and Interest Charges" means a booklet of information made available by the Bankest the Customers from time to time, informing customers of the various charges/interests/conditions applicable on the services provided by the Bank.

11. "Terms and Conditions" means the terms and conditions as set hereunder to be applicable to the Account(s).

12. "User" means the Customer authorized to use any of the Bank’s Delivery Channels.

In this document and as context requires, any reference to a male customer shall necessarily apply to the female and any reference to a singular shall necessarily apply to the plural

Section 2: Terms and Provisions of different types of A/c(s)

1-Current Account

1. If the period is not definite, the current account could be closed anytime based on the parties desire provided however the agreed notice period is observed or according to the established banking practice.

2. The account could be closed in case of customer’s death, incompetence, insolvency, bankruptcy, or the bank is barred from banking practice or halted business. The account could temporarily be closed to clarify the status of parties during a period agreed by the two parties or according to the established banking practice or otherwise at the end of each year’s quarter.

3. If the current account contains cash debits valued with different currencies or unequal deposits, the parties may agree to such funds being added to the account according to the parties desire provided however the agreed notice period is observed or otherwise at the end of each year’s quarter.

4. The account holder authorizes the Bank to act on signed instructions or documents drawn or accepted in accordance with the signed instructions given in the account opening form until such time as he shall give the Bank written notice to the contrary.

5. The account holder/authorized agent is liable to abide by his instructions for making payments of cheques, bills of exchange, promissory notes, standing orders, direct debits, issues of drafts, mail and telegraphic transfer, purchases and sales of foreign securities and any other instructions by debiting such account(s) or otherwise.

6. The account holder understands that the Bank acts only as his collecting agent and assumes no responsibility for the realization of any items deposited with the Bank for collection. Proceeds of cheques or other instruments deposited are not available for withdrawal until collected by the Bank. The Bank reserves the right to debit any account that may have been exceptionally credited with an item subsequently unpaid on collection. The Bank may refuse to accept the collection of cheques drawn in favor of third parties if or where the payee’s name is not identical to his name on the bills. The Bank will not accept for credit to the Account any cheque or draft in favor of a third party if it is crossed or denoted as A/c payees (for any words of similar effect). Any cancellation of any crossing or denoting as above shall be null and void.

6. The Bank will only honor cheques against available funds in the Current Account.

7. The account holder understand that the Bank may pay the value of cheques or any other commercial note without waiting for the customer’s current account even if this has lead to overdrawing this account and the customer shall be obliged to pay all amounts due in his overdrawn account in addition to accrued interests and commissions upon the demand of the Bank.

8. In case of changes on the account elements for reasons following entry of such elements or wrong entries a reverse entry shall be affected or otherwise

Terms & Conditions of Opening Account(s)
reconciliation shall take place to make the correction without customer approval.

9. If a bill discounting process is entered on the account and is not paid on maturity, the party who discounted the bill may cancel the entry by a reverse entry at any time, with notice to customer by appropriate means, to change the rate of interest and in all circumstances the applicable time is deemed agreed and to have the binding force for contractual agreement between the bank and the customer.

10. Credit balances on current accounts shall not earn interest for the customer.

11. The account holder authorizes the bank to accept for safekeeping collection or for any other purposes any financial securities or other property deposited in the bank or received from him and to release or deliver or give any of these against his written instructions.

12. The bank shall debit a service charge to the Customer’s Current Account for every cheque returned unpaid for financial reasons or otherwise.

13. The bank may raise the minimum amount required for more than three months.

14. The bank reserves its right to close any such Savings Account if the balance remains below the minimum amount for more than three months.

15. All savings shall be subject to variation from time to time and the bank shall deduct such charges every month from the Customer’s Current Account.

16. The bank reserves its right to close any such Savings Account if the balance remains below the minimum amount for more than three months.

17. If the balance of one of the account holders is placed under lien, such lien shall apply to the balance share of the respective account holder from the date the bank was informed of the lien. The bank shall not withdraw from the joint account in a manner equal to the share placed under lien.

18. If one of the joint account holders died or became incompetent, the other person/people shall inform the bank immediately (within 10 days of death or declaration of incompetence) of the death or appointment of a legal representative.

19. The bank reserves its right to close any such Savings Account if the balance remains below the minimum amount for more than three months.
Account holders are required to attend in person to the bank if they desire to make any withdrawals or may otherwise nominate an agent to act on their behalf.

Withdrawals may be made as frequently as required from an account subject to a minimum balance being retained.

The ledger maintained by the Bank is to be regarded as the true record of the account. Depositor should examine his deposits receipts carefully before leaving the Bank and satisfy himself that the entries are correct.

The Bank will allow withdrawals upon producing the ID of the accountholder.

Overdrafts will not be permitted under any circumstances.

The heirs of deceased customer or any other persons entitled to receive the balance in the account must establish their rights in accordance with the laws of Qatar before payment can be made to them.

The funds in savings account are not transferable either by assignment or by endorsement, but may be subject to Banker's lien and set-off.

The bank will levy Savings account service charge as per Service Charge Schedule subject to variation from time to time and the Bank shall deduct such charges every month from the Customer's Savings Account.

The amount, period and rate of interest are agreed on the date of the Term Deposit and the Customer shall be issued a receipt confirming the same.

5. Deposit Account(s):

- Minimum amounts for which the Bank will accept Fixed Term Deposits are listed in the Bank's service charges schedule.
- The depositor/beneficiary or any authorized person is not allowed to withdraw the deposit in full or part before the maturity date unless the bank has agreed to this effect.
- The bank at its sole discretion may allow repayment of Fixed Term Deposits Account before the date of maturity. The accountholder / depositor / beneficiary / authorized person agrees that such repayment of whole or part of Fixed Term Deposit before the date of maturity will be subject to a penalty and / or any charges as the Bank may deem appropriate to be deducted before repayment.
- The depositor, who withdraws his Term Deposit before maturity, wholly or in part, is not entitled to get any investment return or share of interests.

6. The Bank will charge admin fees in the event that the account was closed before the lapse of six months of the date of opening the account. The value of such fees shall be determined according to the effective bank's policy.

7. Interests will be paid on a monthly minimum balance, as published in the Bank's Service Charge Schedule.

8. No Cheque book will be issued on Saving Accounts.

9. Deposits or withdrawals are permitted, subject to availability of unencumbered instruments, in the Savings Account. The Bank reserves the right to return instruments presented to it for collection and to charge the Customer for items, which are returned unpaid.

10. The bank may from time to time change the interest rate without prior notice to the customer. However, the bank shall from time to time display such rates in the bank's head office and branches.

11. The bank will charge admin fees in the event that the account was closed before the lapse of the period shown above shall be referred to the Estate and Minor's Affairs, Ministry of Endowments and Islamic Affairs after the elapse of ten years from the date of the last transaction executed thereupon or the date of issue, as the case may be, with the exception of item (f) pertaining to safe contents, which shall be referred to the court upon the elapse of two years. Under all circumstances measures taken in this regard shall be published in local newspapers 'when necessary.

12. As for undelivered shareholders' dividends, the bank shall publish a notice in two of the local newspapers after five years from dividend's announcement. The same shall be published in the local newspapers, and the bank charges admin fees in the event that the account was closed before the elapse of six months of the date of opening the account.

13. Deposits or withdrawals are permitted, subject to availability of unencumbered instruments, in the Savings Account. The Bank reserves the right to return instruments presented to it for collection and to charge the Customer for items, which are returned unpaid.

14. The bank may change admin fees in the event that the account was closed before the elapse of six months of the date of opening the account.

15. The Bank will levy Savings account service charge as per Service Charge Schedule subject to variation from time to time and the Bank shall deduct such charges every month from the Customer’s Savings Account.

Section 3: Procedures for Dormant account:

1. Per Qatar Central Bank's instruction, the following accounts/ amounts/ checks/ returned and outward remittance whose details are listed in items (A) & (H) are deemed dormant/inactive/unclaimed after the elapse of the period shown against each of them:
   - A. Current Account-1 year
   - B. Saving accounts-2 years
   - C. Fixed deposits and call account-5 years
   - D. Unclaimed checks/bank remittance (outward and returned)-1 year
   - E. Unclaimed due investment for customers-5 years
   - F. Unclaimed safe deposit locker-2 years
   - G. Undelivered shareholders' dividend-5 years
   - H. Any other amounts pertaining to un-locked customers-10 years

2. The amounts and balances mentioned in paragraph (1) above shall be referred to the Estate and Minor’s Affairs, Ministry of Endowments and Islamic Affairs after the elapse of ten years from the date of the last transaction executed thereupon or the date of issue, as the case may be, with the exception of item (f) pertaining to safe contents, which shall be referred to the court upon the elapse of two years. Under all circumstances measures taken in this regard shall be published in local newspapers ‘when necessary.

3. As for undelivered shareholders' dividends, the bank shall publish a notice in two of the local newspapers after five years from dividend's announcement. The same shall be published in the local newspapers 'when necessary.

4. The Bank will continue to charge Interest on the customer's account(s).

5. The bank shall charge QR. 10, being commission on balances less than QR 500 in call and saving accounts.
The Call Center Service is made available by the Bank to the Customer on the following Terms and Conditions:

1. The Call Center Service is available to any existing Accounts of the Customer and those that he / she may open in the future. Solely the parent or the legal guardian shall have the authority to open an Account and in any case, the Customer must not overdraw his / her Account with the Bank through use of anyone else's Account.

2. The Bank is entitled to freeze and hold aside funds transferred by the Customer to the Bank and/or its Branches or any other financial institution for any reason whatsoever.

3. TPIN and Customer identification number are to remain confidential at all times. If such TPIN is lost or comes within the knowledge of a third party, the Customer is obliged to immediately disclose it to the Bank.

4. The Bank is irrevocably authorized by the Customer to accept and act upon instructions given by the Customer to debit or credit the Customer's Current Account.
The Customer undertakes to indemnify the Bank and hold the Bank indemnified against any liability and claims by the Bank with the Customer's instructions, which appear to the Bank as having been given by the Customer.

The Customer undertakes to keep sufficient funds in his Current Account for effecting transactions on the telephone. If the Bank allows a transaction, which creates an unauthorized overdraft, the Customer shall repay such amount immediately. Interest will be charged for the overdraft period.

The Bank shall have the right of set-off without notice to the Customer.

The Customer undertakes to indemnify and hold the Bank indemnified from any loss or damage occasioned by any of the following:

- Unauthorized use of the PIN;
- Instructions not effected by the Bank where the Bank reasonably believes these instructions are not genuine or otherwise, improper, unclear, vague or raise suspicion with regard to their authenticity;
- Withholding or suspension of the facility without notice to the Customer.
- Non-compliance with instructions due to insufficiency of funds in the Customer's Current Account.
- Any mechanical or technical defect or failure or interruption in the provision of Call Center Services caused by any reason whatsoever.
- Any negligence or mistake on the part of the Customer.
- Any breach or non-compliance by the Customer of any of these Terms and Conditions.
- Any fraud or dishonest conduct by the Customer or any of his agents or representatives.

The Bank reserves its right to record any conversations with any Customer and such records of instructions given and transactions concluded shall be conclusive proof and may be used for all purposes and may be as evidence in any proceeding before any court of law, or as the Bank may deem fit.

To know the accountant, The Bank may ask personal questions such as ID number or mother's name.

All instructions must be received during business hours and will be effected within one business day of receipt. The Bank is entitled to request the Customer to confirm any of its instructions in writing. Any instruction received by the Bank may only be cancelled if the Bank receives notification of such cancellation before the instruction is executed.

All fixed outputs of statements are statements of account and whilst the Bank is not liable for any loss or damage occasioned by any error or inaccuracy in such statements, the Bank reserves the right to refuse to issue any statement which it deems to be unreasonable. The Customer must not hold the Bank liable for any information, which turns out to be incorrect or inaccurate.

Charges for the Call Center Service will be at the discretion of the Bank and may be varied from time to time without prior notice to the Customer.

The Customer hereby agrees to give seven (7) days notice in writing in order to terminate the Call Center Service made available to the Customer.

The Bank may terminate the Call Center Service granted to the Customer without prior notice in the event of, but not limited to, death, insolvency, bankruptcy, the Bank’s role is only as a marketer of the insurance product. In case the customer wishes to opt out of this scheme at any date after the Free Trial Period, it is the customer’s responsibility to check the premium and the corresponding effect on his account. Any instruction received by the Bank to confirm any of its instructions in writing. Any instruction received by the Bank to confirm any of its instructions in writing. Any instruction received by the Bank or any other cause arising out of operation of law or any reason where the Bank considers it reasonable to do so.

**Insurance Service**

1. Doha Bank may, from time to time, offer various insurance schemes to the customers.

2. Customer agrees to allow Doha Bank to enroll him in such insurance schemes. In such cases, the details of such insurance Schemes shall be intimated to customer by sending letters to him by post or any other communication means.

3. Such schemes may be offered to the customers from time to time, and the customer shall be charged as per the agreed rate or premium mentioned in the letter sent to the customer.

4. During the free trial period, the customer has the choice to opt out by simply calling Doha Bank or by visiting any of the branches.

5. During the free trial period the accounting entry in his account will show a debit to cover the premium amount and the net effect to the customer’s account will show a debit towards the agreed premiums for the insurance being provided after the Free Trial Period.

6. It is the responsibility of the customer to check his account at least once on a monthly basis, and to notify the bank if the premium has been charged or debited to his account without his consent or without receiving any intimation from the bank.

7. In case the customer wishes to opt out of this scheme at any date after the Free Trial Period, the premium will not be charged / debited to his account from the next month.

8. The insurance schemes provided by Doha Bank from time to time shall be subject to the terms and conditions of the policy wording, and in the event of a claim, the decision of the insurance company shall be final and binding. Doha Bank shall have no liability whatsoever in case of claim or dispute with the insurance company.

9. The insurance contract shall be purely between the customer and the insurance company. Doha Bank’s role is only as a marketer of the insurance product.

10. The insurance schemes offered shall be applicable for the benefit of the first named account holder only unless agreed otherwise.
3. Dbank Online Services

The Bank makes the Online Banking Service available to the Customer on the following Terms and Conditions. These Terms and Conditions, together with the General Banking Terms and Conditions of this Internet Banking Online Service, the Customer is required to read these Terms and Conditions carefully before deciding on whether it would like to avail this Service. Once the customer opted to avail the Service, he will be deemed to have accepted these Terms and Conditions. Once registered, upon first time log on, the Customer agrees to be bound by these Terms and Conditions, please click on the icon "I accept" and proceed to log in to the Service using your PIN. By logging on, the Customer confirms his acceptance of these Terms and Conditions for the use of the Service.

A. The Service

1. The Bank may offer the D Bank Electronic Services to selected Customers at its discretion. Interest in the same may be registered on-line through the Bank's website. Such registration or acknowledgment by the Bank does not constitute an acceptance by the Bank of the Customer's application for the Internet Banking Online Service.

2. The Bank will provide such Internet Banking Online Service as it decides upon at its own discretion including but not restricted to:
   - Account Opening:
   - Enquiry about balance on Accounts;
   - Requesting statements of account, issue of cheque books;
   - Details of transactions in any linked Accounts;
   - Payment of utility bills;
   - Transfer of funds within linked Accounts inside and outside Qatar. The Bank will advise any changes to the Internet Banking Online Service provided to the Customer.

3. The Bank will only accept the Customer's instructions if the correct PINs have been used by the Customer and the security procedures of the Internet Banking Online Service complied with.

4. Where joint or corporate Accounts are being used, each User would be given a separate PIN and password. The Bank may set up limits for each user, either jointly or individually in respect of financial transactions. The Customer expressly agrees with this arrangement.

5. A minimum balance is to be maintained in all Accounts as stipulated by the Bank from time to time, with a penalty to be charged if such balance falls below the minimum set. The Bank reserves the right to withdraw the Internet Banking Online Service without prior notice to the Customer if the Account does not maintain the minimum required amount. Use of the Internet Banking Online Service does not confer upon the Customer any right to override his/her Account unless by way of prior written agreement with the Bank.

6. The Bank reserves the right to levy service charges for any services provided which will be published on the Bank's website as will any changes or alterations in charges.

7. The Bank shall be irrevocably authorized to the Customer to accept and act upon instructions given by the Customer where the PINs appear to have been validly used including debit or credit to the Customer's Account with all such transaction instructions or carry out any service requested without further authority from the Customer. The Customer hereby agrees to indemnify the Bank and hold the Bank indemnified against compliance by it with any instructions from the Customer, which appear to have been given by the Customer.

8. The User discovers an error or mistake, he/she is to inform the Bank immediately. The Bank will not be liable to no unauthorized transactions or otherwise by use of the Customer's Account through the proper PINs.

9. Upon receipt of the above notification by the Bank, the Customer shall be liable for any loss except where this is due to the Customer's negligence, fraud or breach of any part of this section of these Terms and Conditions.

10. Electronic mail is not a secure means of communication and the Bank shall not act on any instructions sent by e-mail.
6. The Customer should be aware that the internet is not a completely reliable means of communication and should the Customer choose to communicate through such means, he/she does it at his/her own risk.

C- Liability
1. The Bank shall not be liable to the Customer for any negligence, breach of contract, misrepresentation or otherwise for any loss howsoever caused (including any loss direct, indirect, incidental, consequential and irrespective of whether any claim is based on the loss of revenue, investment, production, goodwill, profits, interruption of business) to the Customer by reason of but not limited to, any of the following:
   - The Customer’s use of the Internet Banking Online Service or any materials or software;
   - Provided or downloaded from the website;
   - Failure on the part of the Customer to access the Internet Banking Online Service at any time and any error in the provision of any of it;
   - Any claim brought by a third party against the Bank or its Customers by reason of improper use of the Internet Banking Online Service by the User.
   - Any delay or failure of any transmission or receipt of any instructions or notification sent through the Internet Banking Online Service.
   - The User does not comply with the Terms and Conditions or any non-technical electronic instructions to provide instructions to the Bank;
   - Any inaccurate information or opinions displayed through the Internet Banking Online Service;
   - Service or the Customer’s reliance thereon;
2. The Bank will not be able to act on a Customer’s instructions via the Internet Banking Online Service if the Bank suspects or reasonably considers:
   - The Customer’s instructions may not be accurate or authentic;
   - The Bank may be in breach or contravention of any laws, regulations or other such duty by acting on such instructions;
   - The Bank cannot comply with the Terms and Conditions by reasons of conditions beyond the Bank’s control (including any systems or equipment failure, industrial disputes or force majeure).

D- Personal Information
The User agrees that the Bank may use his personal details on the computer in connection with other services as well as statistical analysis and credit scoring. The User also permits the Bank to disclose to other institutions, in strict confidence, such personal information as may be reasonably necessary for reasons inclusive of but not limited to fraud prevention purposes, credit rating by recognized credit scoring agencies, compliance with legal directives or for participation in any telecommunication or electronic clearing network.

E- Proprietary Rights
No proprietary rights or ownership rights vested in the Customer by reason of use of any of the software provided for use of the Internet Banking Online Service.

F- Changes to Terms and Conditions
The Bank has the absolute discretion to change any of these Terms and Conditions at any time and shall endeavor to give prior notice of 15 days for any such changes.

G- Termination
1. The Customer may request termination of the Internet Banking Online Service by giving written notice of 15 days to the Bank and shall be responsible for all transactions until the time of cancellation of the Internet Banking Online Service.
2. The Bank may withdraw the Internet Banking Online Service at any time provided the Customer is given reasonable notice.
3. The Bank may suspend or terminate the Internet Banking Online Service without prior notice to the Customer if the Bank has breached any Terms and Conditions or in the event of the Customer’s death, insolvency or lack of legal capacity.

H- Notices
1. Notices under these Terms and Conditions may be given to the Bank and the Customer in writing by delivering him by hand or post to the last known address given by the Customer or in the case of the Bank, to the above-mentioned address.
2. In addition, the Bank may publish notices of a general nature, which are applicable to all Customers of the Internet Banking Online Service, on its web site. Such notices shall have the same effect as a notice served individually to each Customer.
3. This service shall be governed by and construed in accordance with the Laws of the Qatar. The mere fact that the Internet Banking Online Service can be accessed in Qatar does not imply that the laws of the said country govern these Terms and Conditions and/or operations relating to any of the Accounts of the Customer under the Internet Banking Online Service.

4- DBank SMS
1. To all Customers, the Bank will be available to all Accounts of the Customer, present or in the future or where it is made available linked to an Account in two or more names with the Bank, it is acknowledged that regardless of the fact that it is a joint or single account, the service will be provided to one Customer acting alone.
2. The Customer acknowledges that where the original communication was unsuccessful due to whatsoever reason, the Bank is not liable to retransmit any data till the next due date as per contracted frequency.
3. In the event of loss or theft of the Customer’s equipment, or change or disconnection of the Customer’s other mobile telephone number, the Customer undertakes to notify the Bank immediately and indemnifies the Bank for any loss or damage on account of the Customer’s delay or failure to give such notification.
4. The Customer undertakes to indemnify and hold the Bank harmless from any loss or damage on account of the Customer’s delay or failure to give such notification.

C- Liability
1. The Bank shall not be liable to the Customer for any negligence, breach of contract, misrepresentation or otherwise for any loss howsoever caused (including any loss direct, indirect, incidental, consequential and irrespective of whether any claim is based on the loss of revenue, investment, production, goodwill, profits, interruption of business) to the Customer by reason of but not limited to, any of the following:
   - The Customer’s use of the Internet Banking Online Service or any materials or software;
   - Provided or downloaded from the website;
   - Failure on the part of the Customer to access the Internet Banking Online Service at any time and any error in the provision of any of it;
   - Any claim brought by a third party against the Bank or its Customers by reason of improper use of the Internet Banking Online Service by the User.
   - Any delay or failure of any transmission or receipt of any instructions or notification sent through the Internet Banking Online Service.
   - The User does not comply with the Terms and Conditions or any non-technical electronic instructions to provide instructions to the Bank;
   - Any inaccurate information or opinions displayed through the Internet Banking Online Service;
   - Service or the Customer’s reliance thereon;
2. The Bank will not be able to act on a Customer’s instructions via the Internet Banking Online Service if the Bank suspects or reasonably considers:
   - The Customer’s instructions may not be accurate or authentic;
   - The Bank may be in breach or contravention of any laws, regulations or other such duty by acting on such instructions;
   - The Bank cannot comply with the Terms and Conditions by reasons of conditions beyond the Bank’s control (including any systems or equipment failure, industrial disputes or force majeure).

D- Personal Information
The User agrees that the Bank may use his personal details on the computer in connection with other services as well as statistical analysis and credit scoring. The User also permits the Bank to disclose to other institutions, in strict confidence, such personal information as may be reasonably necessary for reasons inclusive of but not limited to fraud prevention purposes, credit rating by recognized credit scoring agencies, compliance with legal directives or for participation in any telecommunication or electronic clearing network.

E- Proprietary Rights
No proprietary rights or ownership rights vested in the Customer by reason of use of any of the software provided for use of the Internet Banking Online Service.

F- Changes to Terms and Conditions
The Bank has the absolute discretion to change any of these Terms and Conditions at any time and shall endeavor to give prior notice of 15 days for any such changes.

G- Termination
1. The Customer may request termination of the Internet Banking Online Service by giving written notice of 15 days to the Bank and shall be responsible for all transactions until the time of cancellation of the Internet Banking Online Service.
2. The Bank may withdraw the Internet Banking Online Service at any time provided the Customer is given reasonable notice.
3. The Bank may suspend or terminate the Internet Banking Online Service without prior notice to the Customer if the Customer has breached any Terms and Conditions or in the event of the Customer’s death, insolvency or lack of legal capacity.

H- Notices
1. Notices under these Terms and Conditions may be given to the Bank and the Customer in writing by delivering him by hand or post to the last known address given by the Customer or in the case of the Bank, to the above-mentioned address.
2. In addition, the Bank may publish notices of a general nature, which are applicable to all Customers of the Internet Banking Online Service, on its web site. Such notices shall have the same effect as a notice served individually to each Customer.
3. This service shall be governed by and construed in accordance with the Laws of the Qatar. The mere fact that the Internet Banking Online Service can be accessed through the Internet by any other country other than Qatar does not imply that the laws of the said country govern these Terms and Conditions and/or operations relating to any of the Accounts of the Customer under the Internet Banking Online Service.

4- DBank SMS
1. To all Customers, the Bank will be available to all Accounts of the Customer, present or in the future or where it is made available linked to an Account in two or more names with the Bank, it is acknowledged that regardless of the fact that it is a joint or single account, the service will be provided to one Customer acting alone.
2. The Customer acknowledges that where the original communication was unsuccessful due to whatsoever reason, the Bank is not liable to retransmit any data till the next due date as per contracted frequency.
3. In the event of loss or theft of the Customer’s equipment, or change or disconnection of the Customer’s other mobile telephone number, the Customer undertakes to notify the Bank immediately and indemnifies the Bank for any loss or damage on account of the Customer’s delay or failure to give such notification.
4. The Customer undertakes to indemnify and hold the Bank harmless from any loss or damage on account of the Customer’s delay or failure to give such notification.
8. Bank, except with your prior written permission, shall not use your name and/ or any other personal, financial or non-financial information which you have provided to the Bank or which you have made public, for any commercial purpose or otherwise.

9. The Bank accepts no liability for any positions or opinions contained in the Information made available by the Bank, and specifically notes that the Bank shall not be liable to any party, commercial or otherwise, for any positions or opinions contained in the Information made available by the Bank.

10. The Bank shall not be responsible for the timeliness, selection, wrong delivery or failure of the service or registering to use the service, customer agrees to these Terms and Conditions.

11. The Bank may offer other services from time to time as it deems fit.

12. Any negligence or mistake on the part of the Customer.

13. The Customer hereby agrees to give seven days notice in writing to the Bank for termination of the SMS Banking Facility made available to the Customer by the Bank.

14. The Bank reserves the right, at discretion, to reject any SMS request and may suspend the service at any time without prior notice. The Bank may also terminate the SMS Banking Facility granted to the Customer without prior notice in the case of, be put to as a consequence of or by reason of arising out of the Bank providing the SMS Banking Facility to the Customer or from the refusal or the failure of the Customer to maintain and promptly update the registration data to keep it correct and accurate.

15. Full fixed orders of statements of account and whilst the Bank shall take all reasonable steps to ensure their accuracy, the Bank shall not be liable for any loss or damage occasioned by any error or inaccuracy in such statement. The Customer shall not hold the Bank liable for any information, which turns out to be incorrect or inaccurate.

16. Charges for the SMS Banking Facility will be at the discretion of the Bank and may be varied from time to time without prior notice to the Customer.

17. For good and sufficient cause, the Bank may, at its discretion, withdraw or suspend the service or registering to use the service, customer agrees to these Terms and Conditions [or any agreement] with the Bank or any other cause arising out of opposition of law or any other reason the Bank considers reasonable.

18. SMS Banking Facility granted to the Customer without prior notice in the event of, suspend the service anytime without prior notice. The Bank may also terminate the service or registering to use the service, customer agrees to these Terms and Conditions.

19. Customer shall not hold the Bank liable for any information, which turns out to be incorrect or inaccurate.

20. Limits on liability.

21. The Bank reserves the right to take all reasonable steps to ensure their accuracy, the Bank shall not be liable for any information, which turns out to be incorrect or inaccurate.
and information on Info vest is provided for informational purpose only, and is not an appeal to trade securities, currencies or any related products. Neither Bank nor any of its data or content providers shall be liable for any errors or delays in the provision of or failure to provide any information or data contained in this Service. Customer agrees that any termination of his access to the service under any provision of these terms and conditions may be effected without prior notice. Further, customer agrees that Bank shall not be liable to him or any third-party for any action taken in reliance thereon. Customer agrees that he is responsible for any account held not to be liable for any direct, indirect, incidental, special, consequential or exemplary damages, resulting from: (1) the use or inability to use the Service; (2) unauthorised access to or alteration of the transmission or data; (3) statements or conduct of any third party on the Service; or (4) any other matter relating to the Service.

Section 7: General Provisions

1. Correspondence of the bank is deemed to have been delivered to customers once it is dispatched by the regular mail to his last given mail address.

2. Interest on debt account shall be calculated and added on monthly basis to the account based on a 360 days year. The bank may impose commissions, charges and expenses such as post and telephone cost and fines or any other charges without notice to the account holder. Such charges are not refundable upon termination of any of the accounts and shall be deducted from the concerned account/accounts according to the normal banking procedures.

3. The a/c holder hereby undertake not to use his personal account directly or indirectly for commercial purpose and that he shall be liable for any breach thereon.

4. The account holder authorizes the bank to cover his total current account from his sub accounts i.e. deposit, saving or any other credit account to meet any obligations/drawings in case there is insufficient fund in his/her current account.

5. The bank shall always have the right to levy all banking fees and any other fees in relation to this account without notice and these fees are not refundable when the concerned a/c is closed according to normal banking process.

6. The bank shall not be liable for any damages that may have occurred from delay or wrong delivery of messages to the a/c holder as long as such delay was out of its control.

7. The bank shall not be responsible in case it failed to detect fraud unless that was due to negligence from its side.

8. The bank may refrain from carrying out verbal instructions and such instructions received by fax, telex or telephone especially if it raised doubt about its authenticity. In all cases, the bank may require the customer to confirm in writing, the same day, any verbal instructions or instructions by fax, telex or telephone he may have issued to the bank. To avoid any doubt, written instructions must include any confirmation or change to the previous instructions. If instructions were received verbally or through fax, telex or telephone, the bank may carry them out or refuse to carry them out on the account holder's request and the a/c holder shall be fully liable to bear any consequences including mistakes resulting from misunderstanding or wrong execution of duplicate orders or forget the messages.

9. The account holder understand that any funds received by the bank on his behalf are to be credited to the relevant accounts unless the Bank received written instructions from him to the contrary and he agrees and it is his sole responsibility for promptly examining all entries thereon and to give the Bank written notice within 15 days from the date of the relevant statement of any discrepancy between any such statement and his own account. In the absence of any such notice from the account holder, he shall be deemed to have agreed and certified conclusively (for all purposes) the correctness of the statement of account.

10. If a customer maintains an account with the bank denominated in any currency other than the Qatari rials, the following conditions will also apply:
   A) The bank if requested by customer shall pay out the currency in which the account is denominated. Withdrawal may be made in cash, by demand draft, mail transfer or any other means as required by the customer subject to deduction of commission and/or charges as per bank tariff as applicable. Withdrawals in cash will require prior written notice from the customer. The bank will determine the notice period. The bank will determine foreign currency exchange rates.
   B) The bank shall have no responsibility for or liability to the account holder for any diminution due to any reason.
   C) The disposal of funds by the bank in accordance with customer's instructions and the provision of this agreement shall discharge the bank from all obligations in respect of the account balance or interest thereon.

11. The account holder appreciate that there can be risks associated with any account(s) denominated in foreign currency. Accordingly, he accepts that he is solely responsible for all such risks and any costs and expenses however arising (including without limitation, those arising from any investment or international or domestic legal or regulatory restrictions) in respect of any such account(s). Withdrawals or deposits of any such account(s) are also subject to the relevant currency being available at the bank's relevant branch.

12. The account holder understands that the bank will send or deliver to him a statement of account(s) periodically. The statement(s) of account(s) issued by the bank clarifies
15. The account holder acknowledges that the bank is authorized to respond ex post, to any such banking inquiries or correspondence in their names and any other correspondence in their accounts or deposits in the bank's account and if he did so he shall be liable for any loss resulting from death, incapacity or bankruptcy or any other event outside the bank's control (including without limitation, strikes, industrial action, equipment failure or interruption of power supplies) provided that the bank shall in each case endeavor to give notice generally to its customers of any anticipated delays due to any such events by notice in its branches or otherwise.

16. The bank may at any time and from time to time without notice combine any of the above accounts and hereby authorizes the Bank to debit any such account with all or any interest (including compound interest), commission and other banking charges, costs and expenses (including legal costs) incurred in connection therewith at such rates as may be determined by the Bank from time to time at its absolute discretion. The A/c holder will also pay to the Bank any such amounts, in the manner and at such times, as may be required by the bank at its absolute discretion.

17. In the event of any interest payable on any account may be displayed by the bank at its various branches and further, the A/c holder accept that this may be subject to change without notice to him, interest on any account will accrue in arrears from day to day or otherwise determined by the bank (at its absolute discretion), and be credited to the relevant account on the last day of each month.

18. The account holder may close any of the above accounts by giving prior written notice to the bank if it is agreed otherwise.

19. The bank may, at any time, in its discretion, either at its own instance or at the instance of any competent authority close, freeze or suspend dealings on any of the above accounts without prior notice or without being liable for consequent responsibility regardless if such account was in debit or in credit and the customer shall thereupon repay the amount of any debit balance, interest and any other charges and expenses.

20. In relations of any dealings in respect to any of the above accounts, the Bank shall not be liable for any loss resulting from death, incapacity or bankruptcy or any other event outside the bank's control (including without limitation, strikes, industrial action, equipment failure or interruption of power supplies) provided that the bank shall in each case endeavor to give notice generally to its customers of any anticipated delays due to any such events by notice in its branches or otherwise.

21. In case of any amount together with such documentary evidence as the Bank may require. Further, the bank in good faith execute any written instructions by the account holder/guardian/custodian/Curator/agent hereby undertakes not to embellish the relevant account.

22. When required by local authorities.

23. The account holder shall indemnify the bank against all cases, proceedings, costs, claims, demands, expenses, loss and obligations of any nature which may result from or relate to:

   a) The bank in good faith execute any written instructions sent by the account holder through fax or telex despite such instructions may have been contrary to the account holder's instructions or due to the mode of wrongful practice or misinterpretation or distorted by communication or dispatch system.

   b) The bank refuses to act upon written instructions by the account holder by fax or telex due to virtual receipt failure of such instructions by the bank for whatever reasons due to failure or blurred fax text or failure of the line.

24. The bank refuse to act upon written instructions by the account holder by fax or telex due to virtual receipt failure of such instructions by the bank for whatever reasons due to failure or blurred fax text or failure of the line.

25. The account holder authorizes the bank to respond to inquiries of authorities other than banks, under the following special circumstances:

- Unlawful or illegal
- Arts or cultural events
- National or international:

26. The bank refuses to act upon written instructions by the account holder by fax or telex due to virtual receipt failure of such instructions by the bank for whatever reasons due to failure or blurred fax text or failure of the line.

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- Unlawful or illegal
- Arts or cultural events
- National or international:

45. The account holder authorizes the bank to respond to inquiries of authorities other than banks, under the following special circumstances:

- Unlawful or illegal
- Arts or cultural events
- National or international:
account holder to send the original fax instructions to the bank within a period specified by the bank.

24. The bank shall not be liable and is not obliged to refund any amounts withdrawn from the current account and/or the bank may decline him for the bank incurred in:

a) His ATM, credit card or both is stolen or lost and anyone of them is used to withdraw funds or pay for purchases inside or outside Qatar, if he does not report the incident in writing immediately after the theft or loss has occurred.

b) Due to customer negligence and failure to be cautious enough and another party obtained the details of ATM or Credit Card or both regardless of the customer is aware or such incident not, and forged a duplicate card which he used in cash withdrawal or payment for purchases inside or outside Qatar.

c) If a customer was able to obtain the details of ATM or Visa Card or both even if that was not due to customer’s fault or negligence and forged a duplicate card or used it in cash withdrawal or payment for purchases or services and the customer failed to report the incident to the bank as soon as he received an SMS intimation message with the value of any transaction paid by the forged card.

25. The account holder shall bear the risk of any message sent to the bank which may have consequences on and impact his rights with the bank despite being unaware of the content of such messages before being received by the bank.

26. The account holder being unaware of the content of his message sent to the bank shall not discharge him of the bank’s claim in all cases before courts whether before or after closure of his account with the bank.

27. The account holder agrees to fully compensate the bank against all costs or expenses (including legal charges) resulting in any manner in relation to the above account(s) and in carrying out the terms and conditions or in their execution and in recovering any amounts due or incurred by the bank in the course of any legal proceedings of whatever nature.

28. Any time period or waiver on the part of the bank in relation to the execution of these terms and conditions shall not prejudice the right of the bank for full execution later on and shall have no effect if it is not written.

29. If not otherwise mentioned in these terms & conditions any correspondence by the customer to the bank in respect of an account shall be sent to the bank at its discretion to pay the cheque or withdrawal slip presented or to dishonor the same or to accept it.

30. Any grace period or waiver on the part of the bank in relation to the execution of these terms and conditions or in their execution and in recovering any amounts due or incurred by the bank in the course of any legal proceedings of whatever nature.

31. The account holder shall bear the risk of any message sent to the bank which may have consequences on and impact his rights with the bank despite being unaware of the content of such messages before being received by the bank.

32. The account holder being unaware of the content of his message sent to the bank shall not discharge him of the bank’s claim in all cases before courts whether before or after closure of his account with the bank.

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35. If not otherwise mentioned in these terms & conditions any correspondence by the customer to the bank in respect of an account shall be sent to the bank at its discretion to pay the cheque or withdrawal slip presented or to dishonor the same or to accept it.
The customer hereby admits that he has read, clarified and understood all the Terms & Conditions in this contract and has agreed that he is obligated by it and he is committed to abide by all of them.

40. Utility Bills payment

a. Payment amount credited to KAHRAMA, Q-Tel or schools or any other party’s accounts shall take maximum five working days from the date when account holder’s instructions were received. Accordingly Fridays, Saturdays and official holidays will not count as working days.

b. The account holder agrees that the bank shall not be responsible for any delay of payments to KAHRAMA, Q-Tel, schools or any other party due to reasons beyond the bank’s control.

c. Any dispute regarding amounts paid by the customer to KAHRAMA, Q-Tel, schools or any other party must be solved between KAHRAMA, Q-Tel, schools or any other party and the Bank shall not be concerned with such disputes or become party thereto.

41. Account holders who are unable to sign (iliterate, blind) should provide reasonable ID acceptable to the bank and conduct their transactions before the relevant bank’s staff using their thumb print before withdrawal. No cheque book or ATM cards shall be issued to such customers unless through an authorized agent under a testified power of attorney.

42. Without referring to the customer, the bank may deduct any expenses, charges or commissions for the banking services it provided according to the approved internal bank’s policy.

43. The customer, guardian, curators, custodians or any agent undertakes to inform the bank in writing relating to any changes in the account holder’s occupation, job or RP status and to provide the bank with any information or documents required by the bank from time to time in respect of such changes and details.

44. The Bank is not obliged to accept any customer’s signature contrary to the approved signature specimen in the Bank’s record which shall remain valid unless it is changed or cancelled according to the process identified by the bank.

45. The customer hereby agrees to accept cash/checks deposits and inward remittances in his account by third parties unless he/she lodges a written request in the bank to reject such deposits.

46. The Bank may amend these terms and conditions at any time against a general notice to any changes in the bank’s branches and the customer in this case is considered to have received - clarified and understood all the Terms & Conditions in this contract and has agreed and approved that he is obligated by it and he is committed to abide by all of them.

These terms and conditions shall be governed by and construed in accordance with the laws of the State of Qatar and the Qatari courts shall be competent to settle any dispute arising between the parties. The Bank has the right to bring proceedings before any other jurisdiction.

48. Any notice or advice will be sent to either party on their legal addresses mentioned in the amendment notice and is therefore bound with the relevant amendment.

37. The Bank hereby states that it has read, clarified and understood all the Terms & Conditions in this contract and accepts them as they are.

36. The customer hereby states that he has read, clarified and understood all the Terms & Conditions in this contract and has agreed and approved that he is obligated by it and he is committed to abide by all of them.