

Personal Internet Banking Agreement

THESE ARE THE TERMS AND CONDITIONS OF AGREEMENT

BETWEEN

HSBC Bank Middle East Limited – (being the “**Bank**” as defined below);

And you, the Account Holder – (being “**you**” as defined below)

For the use of the Bank's Personal Internet Banking Service:

You wish to use the Bank's Personal Internet Banking Service (the “**Service**” as hereinafter defined) and the Bank is willing to make the Service available to you subject to the terms and conditions set out in this Agreement.

By submitting a duly completed Personal Internet Banking Application Form to the Bank, and/or by registering Online to use the Service, you confirm your agreement to be bound by the terms and conditions set out in this Agreement.

Please read this Agreement before using the Service. If you do not understand any part of it, or if you have any questions, please speak with a staff member at any of the Bank’s branches or call the Bank’s Call Centre.

1 DEFINITIONS

Defined terms used in this Agreement are set out below:

"Account(s)" means any account(s) you have with the Bank operable through the Bank’s branches in the Country which the Bank has determined is accessible by the Service including any new accounts opened.

"Account Holder" means the person(s) who has an Account at the Bank in his/her own name (or a joint Account in their own names in respect of which the Bank may act on the instructions of any one or more of them) and has either submitted a Personal Internet Banking Application Form to the Bank or has subscribed Online for the Service.

“Agreement” means these terms and conditions set out herein, and as may be modified from time to time by the Bank as provided for herein, and as are applicable to your use of the Service.

"Bank" means HSBC Bank Middle East Limited acting through its branches in the Country, and having its correspondence address as P O Box 57, Doha, State of Qatar.

“Bank’s Call Centre” means the call centre operated by the Bank which can be reached on telephone number (+974) 4441 1550.

“Bank’s General Terms and Conditions” means the Bank's “Personal Banking General Terms and Conditions for the Operation of Accounts and Electronic Banking Services” and/or the “HSBC Amanah General Terms and Conditions for the Operation of Accounts and Electronic Banking Services”, as either may be amended from time to time, and as either may be applicable to the Account(s) you access using the Service including the opening of any new Account.

“Country” means the State of Qatar.

“HSBC Group of Companies” means HSBC Holdings PLC, its subsidiaries and affiliates.

"Information" means any financial, market or other information and data supplied by us or any Information Provider and made available to you through the Service.

"Information Provider" means any person, other than the Bank, who supplies the Information and includes any person who supplies any information to an Information Provider.

"Institution" means (i) any member of the HSBC Group of Companies (other than the Bank); and (ii) any third party financial institution which you have notified to the Bank should be treated as an Institution for the purposes of this Agreement.

"Instruction" means any request or instruction that is received by the Bank in connection with an Account through the Service and which appears to have been issued by you.

"Internet Banking ID" means your Internet Banking ID (of 5-76 digits) by which the Bank identifies you together with your Password whenever you use the Service.

"Internet Banking Service" means the personal Online services, transactions and facilities offered by the Bank through the Internet Site to the Account Holder.

"Internet Site(s)" means any internet site established, operated and maintained by the Bank, or on the Bank’s behalf, to facilitate the provision of the Service.

"Memorable Question” and “Memorable Answer" means the Memorable Question and Memorable Answer set by you when registering as a user to the Service on the Internet Site.

"Online" means by way of internet access to the Service through any of the Internet Site(s).

"Password" means the 8-30 characters you create as your password and by which the Bank identifies you.

"Payment Cut-Off Time" means the payment cut off times as specified on the Internet Site under the heading "Cut Off Times" or any other time as may otherwise be advised by the Bank to you from time to time.

"PBN" means your ten digit Phone Banking Number supplied to you by the Bank for accessing the Phone Banking Service.

Phone Banking PIN means the personal identity number issued to you, and as may be altered by you from time to time, to enable access to your account via the Phone Banking Service and to register for the Personal Internet Banking Service.

"Phone Banking Service" means the Bank's telephone instruction and information service made available by the Bank's Call Centre.

"PIN" means the personal identification number issued to you (and as may have been changed by you) in conjunction with any ATM/Debit Card or Credit Card issued to you by the Bank.

"Reports" means reports compiled from the Information in any form, medium or means.

"Service" means the Internet Banking Service.

"User Guide" means the guidance and information set out on the Internet Site in the 'Help' pages for the Internet Banking Service, and all other customer guides mentioned in this Agreement and other guidance issued by the Bank in connection with the Service, as amended from time to time.

"User ID" means the Internet Banking ID.

"working day" means any day except Fridays, Saturdays, and public holidays on which banks in the Country are normally open for business.

"you" means the Account Holder, and **"your"** has a corresponding meaning.

2 THE SERVICE

2.1 The terms and conditions set out in this Agreement apply to the Bank's provision of, and your use of, the Internet Banking Service, and should be read in conjunction with the Bank's General Terms and Conditions. If there is any inconsistency between the Bank's General Terms and Conditions and this Agreement, as may be relevant to the Bank's provision of, and your use of, the Service, the terms and conditions set out in this Agreement shall prevail.

- 2.2 The Bank shall provide, subject to this Agreement, Online services and facilities from time to time through an Internet Site to enable you to give Instructions to, and communicate with, the Bank for the purpose of operating your Account and conducting banking, investment, financial and other types of transactions and for the purpose of obtaining services, products, goods, benefits and privileges from the Bank. As part of the Service, the Bank may make available (via the Internet Site) Information and may provide Reports.
- 2.3 The Bank has the right to determine and vary from time to time the scope of the Service to be made available including, without limitation:
- 2.3.1 expanding, modifying or reducing the Service at any time;
 - 2.3.2 imposing and varying any restrictions on the use of the Service such as minimum and maximum daily limits with respect to the value of any transaction or dealing which you may conduct by using the Service; and
 - 2.3.3 prescribing and changing the normal service hours during which the Service shall be available and the Payment Cut-Off Time applicable for any type of facility or transaction. Any Instruction received by the Bank after any applicable Payment Cut-Off Time may be processed on the same day or latest by the next working day. The Bank may specify a working day and a Payment Cut-Off Time by reference to the date and time of various markets operating in different time zones.
- 2.4 The Service is offered only in the Country where it may be lawfully offered by the Bank, any of the HSBC Group of Companies and/or any third party. If you are not accessing the Service through a computer terminal located in the Country, you are required to inform yourself about and observe any relevant laws, regulations and local practices (whether in relation to any restrictions or otherwise and also in the light of your own circumstances) before using the Service or acting on information relating to the Service.
- 2.5 No Information provided through the Service shall be regarded as an offer or solicitation to sell investments or make deposits in any jurisdiction other than the Country nor is such Information intended to offer (directly or indirectly) investment, legal, accounting, tax or financial advice to you or any party.
- 2.6 You shall at all times, in addition to complying with this Agreement, exercise due diligence and good faith in using the Service. Should the Bank be of the opinion that

you have in any way breached this Agreement, the Bank shall have the right, without further notice, to suspend or terminate the use of the Service by you.

2.7 The Bank may pass information about you and your dealings with the Bank to other companies within the HSBC Group of Companies or the Bank's agents to the extent allowed by law. All the HSBC Group of Companies, all the Bank's staff, and all third parties with permitted access to information relating to you, are specifically required to observe the Bank's confidentiality obligations.

2.8 The Bank will not collect any personal information that identifies a visitor to the Internet Site individually unless specified otherwise. Visits by you to the Internet Site will record only the Domain Name Server part of your email address and of the pages visited. Such information will be used to prepare aggregate information about the number of visitors to the Internet Site and general statistics on usage patterns. Some of this information will be gathered through the use of "cookies". Cookies are small pieces of information that are automatically stored on a person's web browser in their computer that can be retrieved by this site. You can set your browser to disable persistent cookies and/or session cookies, but if you disable session cookies, you will not be able to log onto the Service through the Internet Site (although you will be able to view the Bank's public unsecured website).

2.9 Any use by you of the Service shall always be subject to the terms and conditions set out in this Agreement. If at any time, and for any reason, you are unable to abide by this Agreement, you must immediately cease to use the Service and notify the Bank accordingly.

3 INSTRUCTIONS

3.1 You may use the Service to obtain the balance of any Account, transfer funds to or from any Account, view your Accounts, make standing order payments in relation to any Account, and update your personal details held by the Bank for any Account.

3.2 You may make a payment transfer from any Account to another person's account with the Bank within the Country or another financial institution (which includes the foreign branches of the Bank) or to another account you hold with another financial institution, provided that the aggregate amount of such payments (as per any foreign currency conversion rates applicable) on any day does not exceed the daily service limits set by the Bank.

3.3 You may place orders for the purchase or sale of foreign currency provided that the currency purchased is to be transferred between Accounts. If you place orders for the

purchase or sale of a foreign currency involving an equivalent to the amount of the daily service limit, then any exchange rates provided will be indicative only. The rate of exchange to be applied will be the applicable exchange rate in force at the date and time at which the relevant transaction is processed by the Bank.

3.4 If you give an Instruction on a working day to make a payment from an Account to another bank after the Payment Cut-Off Time it may be processed on the next working day.

3.5 If you give an Instruction to make a payment between any Accounts with the Bank in the Country, it will be effected instantly.

3.6 If you give an Instruction to make a transfer of money in the currency of the Country to any account not held with the Bank either after the Payment Cut-Off Time or on any day which is not a working day it will not be made until the next working day.

3.7 If you give an Instruction to transfer monies in a currency other than that of the Country to an account with any other bank after the Payment Cut-off Time, it will be made on the next day which is both a working day in the Country, and a working day in the country of the beneficiary account and the financial centre for the relevant currency.

3.8 The Bank may, in its absolute discretion and without liability, refuse to act on or delay acting on any Instruction if:

3.8.1 it is a request or instruction the effect of which would be to exceed a limit imposed by the Bank upon you or your Account for whatever reason (please refer to “Frequently Asked Questions and Help” text under “Transfer” option on the Internet Site for details of limits governing the Service);

3.8.2 the Bank knows of or suspects a breach of security in respect of or in connection with the operation of one or more of the Accounts or the Service generally; or

3.8.3 the Bank has terminated this Agreement.

3.9 Where the Bank has Instructions for more than one payment from an Account on the same day, it will determine the order or priority in which the payments are made.

3.10 Due to unexpected communication network volumes and failures, there may be a time lag in transmission of information and communication via the Internet. Accordingly your Instructions, requests or transactions may not be carried out within the time frames anticipated.

3.11 You are responsible for the accuracy and completeness of Instructions and for ensuring that they will achieve its intended purpose. The Bank shall not be liable for any loss or delay where the contents of an Instruction are inaccurate or incomplete.

3.12 The Bank is entitled to debit the Accounts, wherever they are situated and whenever they are opened, with any amounts that the Bank has paid or incurred in accordance with an Instruction.

4 ACCESS TO THE SERVICE

4.1 When you first register for the Service, you will be asked to identify yourself by confirming any of the following of your existing personal security identification information:

- PBN and the existing 6-digit Phone Banking PIN, or
- ATM/Debit Card number or Credit Card number and the corresponding PIN.

4.2 Once you have successfully identified yourself in the Service registration process, you will be asked to create a new Internet Banking ID (5-76 characters), confirm a Memorable Question and Memorable Answer (6-30 characters) and create a Password (8-30 characters).

4.3 Access to the Service and to your Account, once you have successfully completed the registration process for the Service, may thereafter be achieved by the Bank's Online verification of the Internet Banking ID and Password alone, and without the Bank having any ability to verify the actual identity of the person submitting this information to the Bank through use of the Service. It is of critical importance therefore for you to keep your Internet Banking ID and Password secret, and never to disclose this information to anyone, including those purporting to be acting on behalf of, or to be employed by, the Bank..

4.4 The Bank may reset your Internet Banking ID or Password at any time, by notifying you in writing. You may change your Password at any time.

4.5 The Internet Site through which you access the Service is subject to change by the Bank, and the Bank may make such changes (including changes to layout) without prior notification to you.

5 SECURE E- MESSAGING

5.1 If the Bank makes this facility available to you as part of the Service, you may send the Bank, and the Bank may communicate with you, through secure "e-messages".

5.2 If you send the Bank an e-message, the Bank will aim to respond to you within two working days by e-message or by telephone as confirmation of receipt of your e-message. If this is not possible, or the Bank is not willing to answer your query or comply with your request within this timescale or at all, the Bank will aim to let you know this within two working days. No request will be implemented until the Bank has first sent you an e-message as confirmation. Please be aware that once you have sent a request, the Bank may not be able to reverse it before it is implemented.

5.3 You must not send the Bank e-messages:-

5.3.1 in relation to matters for which there is a specific functionality on the Internet Banking Service e.g. to notify the Bank of a change to your address or to make a payment;

5.3.2 which require immediate attention such as a security breach of your Internet Banking ID or Password (in such circumstances, please immediately telephone the Bank instead);

5.3.3 which are requests of a transactional nature e.g. share dealing or fund management instructions;

5.3.4 reporting the loss or theft of cheques, ATM/Debit Cards and/or Credit Cards (in such circumstances, please immediately telephone the Bank instead);

5.3.5 using any content which would be regarded generally as offensive, frivolous or otherwise inappropriate.

5.4 If you use the e-messaging part of the Service inappropriately in any way, the Bank may (in its absolute sole discretion) remove the e-messaging facility or terminate your use of the Service in accordance with the Termination provisions in this Agreement.

5.5 Under no circumstances should any e-message sent by the Bank be construed as an offer to provide a product or service to you on particular terms or at all. All products and services are subject to status, terms and conditions.

6 E-STATEMENTS AND E-ADVICES

6.1 If you activate the “e-statement” facility through the Service or you register for Internet Banking after 1st August 2010, your Account statements will henceforth be sent to you electronically. On the statement due date, you will receive an e-mail informing you that your e-statement is available. If you do not have the software already, you will need to download the Acrobat Reader (version 4.0 or above)

software on your computer in order to view, save or print your e-statements. In the event that you do not have this software already installed on your computer, you may download the software free from www.adobe.com. If you prefer to revert to the method of the Bank mailing to you paper statements, you may deselect the e-statement option at any time. Paper statements, for joint accounts, will be sent to you if any party to a joint account has not registered to use the Service or if any party to a joint account deselects the e-statement option

6.2 If you activate the “e-advice” service, you will receive your transaction advices electronically through the Service, and paper advices will cease to be sent to you.

7 SMS ALERT SERVICE

7.1 You may choose to activate the SMS Alert Service when using the Service.

7.2 The Bank will from time to time determine or specify at its discretion the scope and features of the SMS Alert Service and shall be entitled to modify, expand or reduce the same at any time upon notice to you.

7.3 The SMS Alert Service may, without prior notice to you, be suspended or terminated by the Bank for any reason whatsoever, including, without limitation, invalid data, closure of related account(s), breakdown, maintenance, modification, expansion and/or enhancement work caused or initiated by the telecommunications company(s) concerned in relation to their network or by any service provider in respect of the SMS Alert Service. The Bank shall not assume any liability or responsibility for any such suspension or termination. The SMS Alert Service may be terminated at any time by notice from you to the Bank in the form of an application form (available at any of our branches). Any such termination shall be effective within 3 working days of the Bank’s receipt of the termination notice.

7.4 Any information received by you under the SMS Alert Service is for general information purposes only, and shall not be taken as conclusive evidence of the matter to which it relates.

7.5 You must promptly notify the Bank of any changes to information provided to the Bank related to or for the purposes of the SMS Alert Service including the details of your designated mobile phone number and the telecommunications company providing or servicing it. In addition, you shall promptly inform the Bank of any loss or theft of your mobile phone by calling the Bank’s Call Centre. The Bank shall not be liable for any loss or claim resulting from the relaying of any information pursuant to the SMS Alert Service to the designated mobile phone number prior to receipt of

any notification of loss or theft. Following receipt of notification of loss or theft, you shall have no further liability provided that you have acted in good faith and all reasonable care and diligence in safeguarding the designated mobile phone number and in promptly reporting its loss or theft to the Bank.

7.6 The Bank shall not assume any liability or responsibility for any failure or delay in transmitting information to you through the SMS Alert Service or any error in such information, unless this results from the gross negligence or wilful default on the part of the Bank. In particular, the Bank shall not assume any liability or responsibility for the consequences arising from any cause beyond its reasonable control including, without limitation, failure of your telecommunications equipment to receive information for whatever reason, any telecommunications breakdown, mechanical failure, path failure, malfunction, breakdown, interruption or accuracy of equipment or installation. None of the telecommunications companies designated by the Bank are the Bank's agents or the Bank's representatives and there is no co-operation, partnership, joint venture or other relationship between the Bank and any of them.

7.7 You undertake to indemnify and hold the Bank harmless against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature that may result or which the Bank may sustain, suffer or incur as a result of the Bank agreeing to provide the SMS Alert Service to you.

7.8 The Bank shall not be liable for any losses or damage caused (a) by the disclosure of confidential information; (b) by the disclosure of information to the designated mobile phone where such designated mobile phone is in another person's possession with your consent; or (c) to your data, designated mobile phone, telecommunications equipment or other equipment, in each case caused by your use of the SMS Alert Service, unless such loss or damage is directly and solely caused by our wilful default or negligence.

7.9 Any notice from the Bank to you may be made in such manner and by such means of communication as the Bank shall deem fit, including, without limitation, use of direct mailing material, advertisement, branch display, electronic communications such as e-mail or any communication made through use of the Service, or via the SMS Alert Service.

8 SERVICE INTERRUPTION

8.1 The Bank may, as it sees fit, suspend any service provided to you under the Service without notice where the Bank considers it necessary or advisable to do so, for example, the Bank may do so when:

8.1.1 the Bank needs to suspend the Service for maintenance or other reasons; or

8.1.2 the Bank suspects a breach or a potential breach of security; or

8.1.3 you fail to take reasonable care to ensure the security of your use of the Service;

8.2 The Bank will use its best efforts to inform you without undue delay through the Service, and/or the Internet Site(s) if any feature of the Service is not available.

9 SECURITY OF YOUR INTERNET BANKING ID AND PASSWORD

9.1 You must keep your Internet Banking ID and Password secure and take steps to prevent any unauthorised use of them. You must not tell or disclose them to another person or allow them to be seen by another person (including your family or friends). You must not keep a record of them in a way which they can be determined by another person. You must not record them together. You must not select a Password which represents your birth date or a recognizable part of your name.

9.2 The Bank may from time to time provide guidelines for ensuring the security of a Password or Internet Banking ID. The guidelines will provide examples only of security measures and will not determine your liability for any unauthorised Instruction on your Account. Liability for such transactions will be determined in accordance with clauses 12 and 13 below.

10 WHAT TO DO IF YOUR INTERNET BANKING ID OR PASSWORD IS LOST OR STOLEN OR OTHERWISE COMPROMISED

10.1 You must notify the Bank immediately by calling the Bank's Call Centre if a record of your Internet Banking ID and/or Password is lost or stolen, and/or you become aware or suspect another person knows your Internet Banking ID or Password, and/or has made unauthorised use of the Service. The Bank will then cancel your Password and arrange for you to select a new one.

10.2 The Bank may cancel an Internet Banking ID or Password at any time without notice if it believes either is being misused.

10.3 You agree that the Bank may disclose information about you or your Account to the police or other third parties if it thinks it will help prevent or recover losses.

11 RECORDS AND STATEMENTS

- 11.1 You should carefully check Account records and statements when you receive them. If you believe that there has been a mistake in any transaction using the Service, or an unauthorised transaction, you must notify the Bank immediately by calling the Bank's Call Centre. Failure to do so may render you liable for any unauthorised transaction which you may not otherwise be liable for.
- 11.2 The Bank's records, unless proven to be manifestly wrong, will be evidence of your dealings with the Bank in connection with the Service.
- 11.3 The values shown for your non - insurance based products are based on the details of your investments held in the Bank's records and will not have been adjusted to reflect any sales or purchases made by you directly. The Bank shall not be liable or responsible in any way for any inaccurate or incorrect information provided by any third party.
- 11.4 Your investments in insurance based products are quoted at the investment value as at the purchase date. The figures shown are the aggregate amounts invested by you and not the current value of your investments.
- 11.5 Subject to the applicable laws of evidence, each party agrees not to object to the admission of the records of the other as evidence in legal proceedings because such records are not originals, are not in writing or are documents produced by, or printed from, a computer.

12 YOUR LIABILITY

- 12.1 You will be liable for any loss of funds arising from any unauthorised transaction on your Account if the loss occurs before you notify the Bank that your Internet Banking ID or Password has been misused, lost or stolen or has become known to someone else, and if you have contributed to the loss because of any:
- 12.1.1 fraud or failure on your part to look after and keep your Password or Internet Banking ID secure in accordance with clause 9, or extreme carelessness on your part to protect the security of your Password or Internet Banking ID is the dominant cause of your loss; or
- 12.1.2 unreasonable delay on your part in notifying the Bank of the misuse, loss or theft of your Internet Banking ID or Password or of them becoming known to someone else, and the loss occurred between the time you became aware, or should

reasonably have become aware, of these matters and the time you notified the Bank.

12.2 However, your liability arising pursuant to clause 12.1 above will not exceed the lesser of:

12.2.1 the credit balance of the Account plus any pre-arranged credit limit; or

12.2.2 the amount you are able to withdraw from your Account on the day the unauthorised transaction takes place.

12.3 You will not be liable for losses to your Account which are incurred:

12.3.1 before you have received your Internet Banking ID; or

12.3.2 if the transaction(s) giving rise to the loss occurred after you notify the Bank that your Internet Banking ID or Password has been misused, lost or stolen or become known to someone else; or

12.3.3 by the fraudulent or negligent action of the Bank's employees or agents, or of fraudulent or negligent action of the employees or agents of the companies involved in networking arrangements for the electronic transfer of funds or of merchants linked to that system; or

12.3.4 in circumstances where the access method to the Service (including the Password or Internet Banking ID) had been cancelled or expired, or was, faulty or forged; or

12.3.5 by the same transaction being incorrectly debited by the Bank more than once to the same Account.

12.4 You will be liable for and agree to indemnify the Bank against any loss or damage the Bank may suffer because you did not observe your obligations under this Agreement or acted negligently or fraudulently when using the Service.

13 THE BANK'S LIABILITY

13.1 The Bank shall take reasonably practical steps to ensure that its systems in connection with the Service are installed with adequate security designs and to control and manage the risks in operating the systems, taking into account any law, rules, regulation, guidelines, circulars, codes of conduct and prevailing market practices that may be applicable from time to time.

- 13.2 Neither the Bank, nor any member of the HSBC Group of Companies, nor any Information Provider warrants or represents that the Service, the Information and the Reports are free from virus or other destructive features which may adversely affect the hardware, software or equipment belonging to, or being used by, you.
- 13.3 In no event shall the Bank or any Information Provider be liable to you or any other person(s) for any incidental, indirect, special, consequential or exemplary damages including, without limitation, any loss of use, revenue profit or savings.
- 13.4 The Information and the Reports are made available for reference only and are not intended for trading or other purposes. Neither the Bank nor any Information Provider shall be considered an investment adviser to you.
- 13.5 No warranty, representation or guarantee of any kind is made by the Bank with respect to the Information and/or the Reports nor may any warranty, representation or guarantee of any kind be implied, including without limitation, with respect to the sequence, accuracy, truth, reliability, adequacy, timeliness or completeness of any of the Information or the Reports or whether they are fit for any purpose. No employee or agent of the Bank or those of any Information Provider is authorised to give any such warranty, representation or guarantee. Neither the Bank nor any Information Provider shall assume any liability for any reliance placed on the Information or the Reports by you or any other person.
- 13.6 In relation to information pertaining to any product or service not provided by the Bank (including without limitation, insurance and unit trust products), you should verify all such information with the product/service provider before relying on any information supplied.
- 13.7 It shall always be your responsibility to determine independently market prices and rates for trading purposes through your usual trading channels, and to verify any Information and/or Report before relying or acting on it/them, and to seek independent professional advice on legal, tax and other issues in connection with the use of the Service, the Information and the Reports, the conduct of transactions pursuant to such use, and this Agreement, as such may affect you under all applicable laws.
- 13.8 The Information will be made available as it is supplied and identifying, where relevant, the Information Provider directly supplying it to the Bank. The Bank does not endorse or express any comment on any Information supplied by any Information Provider nor assume any duty to check or verify any Information.

- 13.9 While every care has been taken in preparing the information and materials contained in the Internet Site, such information and materials are provided to you on an “as is” basis without warranty of any kind either express or implied. In particular, no warranty regarding non-infringement, security, accuracy, fitness for a particular purpose or freedom from computer virus is given in conjunction with such information and materials.
- 13.10 E-mail messages sent to the Bank over the Internet cannot be guaranteed to be completely secure. The Bank shall not be responsible for any damages incurred by you if you send a message to the Bank, or if the Bank sends a message to you at your request, over the Internet. The Bank shall not be responsible in any manner for direct, indirect, special or consequential damages arising out of the use of the Internet Site.
- 13.11 Due to the nature of the Internet, transactions may be subject to interruption, transmission blackout, delayed transmission and incorrect data transmission. The Bank will not be liable for malfunctions in communications facilities not under its control that may affect the accuracy or timeliness of messages and transactions you send.
- 13.12 Subject to clause 12 and to the extent permitted by law, the Bank will not be responsible for any damage or loss including legal costs, whether consequential or not, caused because of access to, or inability to access, the Service.
- 13.13 The Bank will not be responsible for any damage or loss caused by the acts or omissions of its employees except where they have committed an unlawful act.
- 13.14 You will be liable for and agree to indemnify the Bank against any loss or damage the Bank may suffer because you did not observe your obligations under this Agreement or acted negligently or fraudulently when using the Service. The Bank will not be responsible for any loss that you may incur if you fail to comply with this Agreement and to observe all the security tips.
- 13.15 The use of the Internet is subject to other risks which are not of a security nature described elsewhere in this Agreement but which arise from factors beyond the Bank's control, for example failure of communication networks, mechanical failures, power failures, malfunction, breakdown or inadequacy of equipment. These risks may result in your requests or transactions being delayed, lost or inaccurately transmitted and may cause you to suffer losses. Unless the Bank has been grossly negligent, the Bank will not be responsible for any such losses.

14 COMPLAINT PROCEDURE

- 14.1 If you have a concern with the Service please contact the Bank's Call Centre. The Bank will try to resolve your query as soon as possible, however some problems are complicated and may take time to resolve. For example, if there is a dispute over who is liable for a loss resulting from an unauthorised transaction, you will be asked to complete and sign a form providing further information.
- 14.2 The Bank will investigate your complaint, and within 21 days of receiving your complaint write to you explaining the outcome of its investigation or, if more time is needed, how the problem will be handled and when you can expect a reply. Except where the Bank is awaiting a response from you, it will provide you with monthly updates on its progress should the investigation take longer than 45 days to complete.
- 14.3 When the Bank notifies you of the result, it will also advise you of the reasons for its decision. If your Account is found to have been incorrectly credited or debited, the Bank will adjust your Account accordingly and notify you of this. If you are not satisfied with the decision, you may wish to take the matter further.

15 CHANGES TO THIS AGREEMENT

- 15.1 The Bank reserves the right to change this Agreement and any other information it has issued about the Service at any time. If the Bank introduces a new fee or charge, increases your liability for losses or adjusts any periodic transaction limits you will be given at least 30 days notice by such method as the Bank shall decide. Notice of any other change will be given in writing (for example on Account Statements or on our Web Site) or by an advertisement appearing in the press no later than the date on which the change takes place. Continued access to and use of the Service by you after such modifications have been notified to you shall constitute acceptance by you of the same.
- 15.2 When the Bank introduces new services in connection with the Service, the Bank may provide them on supplementary terms which will be notified to you from time to time in accordance with this Agreement.

16 FEES AND CHARGES

- 16.1 If you use the Service to effect a transaction you may incur a fee on the Account you access. The fees and charges payable in respect of transactions are those detailed in the Bank's Fees and Charges (as applicable at the time the relevant transaction is undertaken) and which may be viewed on the Internet Site or collected in hard copy format at any of the Bank's branches.

16.2 You shall be liable for any telephone charges and any other charges imposed by your Internet service provider as a result of you accessing and using the Service.

16.3 You authorise the Bank to debit your Account with any charges incurred in connection with your use of the Service.

17 ELECTRONIC ADVERTISING

17.1 From time to time, the Bank may advertise its own products or services and those of other companies in the HSBC Group of Companies on the Internet Site through which you access the Service. If, in relation to other agreements between you and the Bank, you have asked it not to send you any marketing material (or if you do so in the future), you agree that this restriction will not apply to these electronic advertisements and consent to receiving them when accessing the Bank's internet website and/or Service.

18 SECURITY OF INTERNET BANKING

18.1 The Bank uses a very high level of encryption to protect your transactions and Accounts from unauthorised access. The use of such levels of encryption may be illegal in certain jurisdictions. It is your responsibility to ensure that your ability to use the Service is permitted by local law. You are responsible for acquiring and maintaining any equipment required for your continued access to and use of the Service (such as your telephone or computer), and for your own computer's anti-virus and security measures.

18.2 You agree not to interfere with or damage (or attempt to interfere with or damage) any data or software associated with the Service.

18.3 Due to the open nature of the Internet, the Bank cannot guarantee the complete security of your transactions from hacking, unauthorised access, virus attacks and other deliberate attempts by third parties in breaching the latest security features which have been put in place.

18.4 You are required to protect yourself against some of the security risks by ensuring that you do not in any circumstances disclose your Internet Banking ID and/or Password to anyone (please see clause 19 for information on this issue).

18.5 On the Bank's part, all reasonably practicable steps will be taken to ensure that your transactions are secure, including the installation of security features which are designed to keep all communication private and confidential. Further, the Bank is also

not responsible for the consequences of any virus or other destructive features which may adversely affect your hardware, software or equipment.

18.6 You shall assess the security features of the Service, and internet banking generally, and determine for yourself whether the security features of the Service are adequate to protect you when using the Service. The Bank makes no representations or warranties to you that the security features of the Service are adequate for your personal needs.

19 E-MAIL SCAMS

19.1 No individual employed by the Bank or any of the HSBC Group of Companies will ever ask you to disclose or confirm your Internet Banking ID or Password. If ever someone does ask you to confirm or disclose them, you can be confident that, he/she does not represent the Bank or any of the HSBC Group of Companies. Scam Emails are a method that are used by fraudulent persons to obtain details of your Internet Banking ID and Password. Recently, customers of other Financial Institutions were targeted using this method. We ask you to exercise extreme caution. These e-mails typically tempt customers to click a link which then takes them to a fairly realistic looking website representing HSBC. Customers are then asked to input various details including usernames, passwords and other personal details quoting security reasons. We have therefore created the following guidelines that we strongly recommend be adhered to.

19.2 Do not respond to emails asking for secure information. Neither the Bank nor any of the HSBC Group of Companies uses e-mail communication to convey or seek information of a sensitive nature such as Internet Banking IDs, Passwords or confirmation of personal details.

19.3 On occasion, we may send e-mails promoting our products and services. You can respond to these but you do not have to key in passwords for such responses.

19.4 If you receive any suspicious looking e-mails, do not carry out any of the instructions within them. If you are concerned that you may have mistakenly disclosed your security details, please contact the Bank's Call Centre immediately.

20 RECORDING TELEPHONE CALLS

20.1 The Bank may record telephone calls made to the Bank's Call Centre for transaction verification, quality control and/or training purposes.

21 COPYRIGHTS, TRADEMARKS AND COPYING MATERIALS

- 21.1 The Bank and other parties own the trademarks, logos and service marks displayed on the Internet Site, including, without limitation, HSBC and the Hexagon logo, and users of the Internet Banking Service are prohibited from using the same without the prior written permission of the Bank or of such other parties, as applicable.
- 21.2 The materials on the Internet Site, including the Information and Reports as may be prepared by the Bank, are protected by copyright and no part of such materials may be modified, reproduced, stored in a retrieval system, transmitted (in any form or by any means), copied, distributed, used for creating derivative works or used in any other way for commercial or public purposes without the Bank's prior written consent.
- 21.3 You acknowledge and agree that HSBC and the Bank's Hexagon logo, the Information and the Reports and their form, format, mode or method of compilation, selection, configuration, presentation and expression (collectively "Confidential Information") are trade secrets and confidential and proprietary property of the Bank and/or that of the respective Information Providers. No right, title or interest other than the right to access the Information and the Reports subject to this Agreement is conveyed or transferred to you. You shall not make any representation or do any act which may be taken to indicate that you have any such right, title or interest.
- 21.4 Unless expressly permitted by this Agreement, you shall not, and shall not attempt to:
- 21.4.1 sell, transfer, disclose, assign, convey, lease, sub-license, share, loan, distribute, transmit, broadcast, cablecast, put in circulation, download, reproduce, duplicate or otherwise provide or disseminate any Confidential Information in any form or by any means to any other person or commercially exploit any Confidential Information.
- 21.4.2 remove, obliterate, erase, relocate or modify in any way any proprietary marking on or appearing within the Confidential Information including, without limitation, any trademark or copyright notice.
- 21.4.3 incorporate or combine the Confidential Information with any other programs.
- 21.5 An Information Provider may impose from time to time terms and conditions in relation to the availability of any Information supplied by it. Access by you to such

Information by, on or after the effective date, subject to prior notification, of such terms and conditions shall constitute acceptance by you thereof.

21.6 When using the Service, you are permitted only to print, copy, download or temporarily store extracts from the Internet Site for your own information purposes and any other use of the Service is prohibited unless the Bank's prior written consent is obtained. You are not authorised to alter any aspect of the Service. You may not use any part of the Internet Site on any other web site, or link any other web site to the Bank's Internet Site, without the Bank's prior written consent.

22 TERMINATION

22.1 You may stop your use of the Service at any time by giving written notice to the Bank.

22.2 The Bank may terminate the Service at any time by giving you a written notice.

22.3 Bill payments or funds transfers for which Instructions have been given and which are scheduled to be made after your use of the Service is terminated shall not be effected by the Bank unless the Bank confirms to you otherwise.

23 GOVERNING LAW

23.1 This Agreement and the transactions carried out under it are governed by the laws in force in the State of Qatar. Both you and the Bank submit to the non-exclusive jurisdiction of the courts of the State of Qatar in respect of any dispute.

24 AGENCIES

24.1 The Bank may at any time appoint one or more agents to provide all or any part of the Service and references to the Bank will include references to such the Bank's agents. You agree that such parties shall have the benefit of any provisions of this Agreement which limit the Bank's liability.

25 TRANSACTIONS WITH OTHER INSTITUTIONS

25.1 Where the Bank passes an Instruction to an Institution on your behalf, the Bank shall not be responsible for any delay or failure by the Institution in executing those instructions.

25.2 Where the Service delivers to you any information supplied to the Bank by an Institution, the Bank makes no warranty as to the accuracy or sufficiency of the information provided by that Institution.

25.3 In order that an Institution may give effect to an Instruction, the Bank may, as your agent, agree with any Institution that where applicable the terms of this Agreement will apply between you and the Institution.

26 NOTICES

26.1 The Bank shall be entitled to prescribe from time to time the form of notice (whether written or any other form) and the mode of communication with respect to each type of notice to be given pursuant to this Agreement.

26.2 All notices and advices to be given by the Bank to you under this Agreement may be given in writing or electronically through the Service. All such notices and advices will be deemed to have been received by you as follows:

26.2.1 in the case of personal delivery, at the time of personal delivery or on leaving it at the last address provided by you notwithstanding the subsequent return of such notice and advice;

26.2.2 in the case of posting, 3 days from despatch to the last address provided by you notwithstanding the subsequent return of such notice and advice;

26.2.3 in the case of each e-mail communication, immediately after transmitting to the e-mail address through which you have so communicated with the Bank;

26.2.4 in the case of e-mail communication initiated by the Bank through the Service, immediately after issuance of the message by the Bank; and

26.2.5 in the case of posting on the Internet Site(s), by display and/or advertisement, immediately after such posting, display and/or advertisement by the Bank.

26.3 Except where this Agreement, or the Internet Site itself specifically provides for the manner of giving notice, all notices and communications from you to the Bank (such as instructions to close any account(s) with the Bank) shall be in writing and shall be delivered by registered post to the Bank at its correspondence address and marked for the attention of the Network Services Centre, or delivered by hand to the Network Services Centre at the main office branch of the Bank in the Country.

27 FORCE MAJEURE

27.1 Neither party will be liable for delay in performing or failure to perform any of its obligations under this Agreement which is caused by circumstances beyond its reasonable control, including, without limitation, the failure, malfunction or unavailability of telecommunications, data communications and computer systems and services, war, civil unrest, government action, strikes, lock-outs or other industrial action or trade disputes (whether involving either party's employees or those of a third party). Any delay or failure of this kind will not be deemed to be a breach of this Agreement and the time for performance of the affected obligation will be extended by a period which is reasonable in the circumstances.

28 MISCELLANEOUS

28.1 This Agreement is the entire agreement between the parties concerning the use of the Service. It supersedes all previous agreements, communications, representations and discussions between you and the Bank relating to the Service. Any other agreements between you and the Bank and/or mandates relating to the conduct of your Accounts shall remain unaffected.

28.2 The parties shall comply with all applicable data protection and other laws to the same or similar purpose in all relevant jurisdictions.

28.3 Nothing in this Agreement shall affect any right of set-off or combination which the Bank has in relation to any Accounts which are accessed by you through the Service.

28.4 If any provision of this Agreement shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other provisions, all of which shall remain in full force and effect.

28.5 You may have the rights and remedies available to you in relation to the provision of services by the Bank which cannot be excluded, restricted or modified (non-excludable rights). The Bank does not exclude any of these non-excludable rights.