بنك دخان
DUKHAN BANK

General Terms & Conditions of Banking Services Agreement

FORM-RB-038.2

Preamble:

Where a Customer wishes to deal with Dukhan Bank in order to open an Account/ Accounts and to utilize its banking services, and the Bank has agreed to provide these services, the Bank and the Customer agree that these conditions and provisions shall be construed in accordance with the Memorandum and the internal Articles of Association of the Bank and its regulations, as well as the instructions of the Qatar Central Bank, any advisory opinions (Fatwas) of the Shari'a and Fatwa Supervisory Board of the Bank and the provisions of Islamic Shari'a. The two parties have agreed to implement the following general Terms and Conditions.

Definitions:

The following words wherever stated have the meanings assigned to them respectively:

Account	Means any account, Card, finance agreement or other record in the books of the Bank in the name of the Customer.
Bank	Means Dukhan Bank (QSC).
Banking Transactions	Includes the contracts of opening Current, Savings and Invested Deposit Accounts, as well as all other accounts and the banking services customarily rendered by Islamic banks.
Business Day	A day on which the Bank is open for banking business in the State of Qatar.
Card	Means any plastic Card issued by the bank to you or to any Supplementary Cardholder which is defined in the regulations of VISA/Mastercard or any other branded Card issued by the Bank.
Card Account	Means the Card Account opened by us in your name or supplementary Cardholders name on your account.
Card Currency	Means the local currency of the State of Qatar: the Qatari Riyal (QAR).
Card Limit	Means the maximum amount that each Cardholder shall be permitted on his or her Card as agreed by the bank from time to time and which the Bank has the right to reduce in relation to the Cardholder's commitment and manner to settle his or her debts.
Card Transaction	Means any transaction carried out by you or a Supplementary Cardholder using a Credit or Debit Card, the PIN or the Card number.
Cardholder:	A Card Account holder for whose use a Card is issued by the Bank and whose name appears on the face of the Card and with whom supplementary Cardholders will remain jointly and severally liable for all Charges incurred through the use, issue and renewal of the Card.

Cash Advance	Cash disbursed to the Cardholder by any bank or financial institution inside or outside Qatar or by their affiliated ATM's.
Charges	Means amounts payable by you arising from the use of the Account or Card or the Card number or the PIN or otherwise, under these terms and conditions or as notified by us from time to time including, without limitation, all transactions, maintenance fees, handling Charges, additional expenses, damages, legal costs and disbursements, which will be debited to the Account.
Customer	Means the Account holder (Individual or Commercial) or any person seeking banking services from the Bank.
Merchant	Any person, corporate entity, partnership, government entity or other establishment, which accepts a Card issued by the bank or the Card number as a method of payment for the goods, services, benefits or reservations offered by it.
PIN	Means the unique computer generated personal identification number issued confidentiality to the Cardholder or selected by the Cardholder to use in conjunction with the Card.
Security	Means a deposit, guarantee or other security.
Statement of Account	The monthly or other periodic statement made available to you showing particulars of the present balance of your Accounts and transactions passed since the previous statement.
Supplementary Cardholder	A person who you have authorised to use the Card and to whom we have issued a Supplementary Card.
The Headings	The clause headings in this agreement are only for convenience and do not affect the meaning of the relevant clause.

General Terms and Conditions

1. Account Opening:

a. Individual Accounts can be opened in the name of one person or jointly in the name of two or more persons.

b. Accounts can be opened in the name of a Company upon submission of documentation to the satisfaction of the Bank.

c. Personal accounts shall not be used for business purposes

2. Base Account Number:

The Bank shall assign a base identification number (called RIM) to each customer to proceed with all transactions with the Bank. The base account number is used to determine the Customer's various account types. The customer may carry out transactions with any of the Bank's branches.

3. Specimen Signature:

The specimen signature of the Customer, registered with the Bank, shall be deemed as the basis for dealing with the Customer's accounts and shall remain effective unless amended or cancelled. Such amendment or cancellation shall be valid only on the next working day following the day of receipt of such instructions by the Bank.

4. Deposits and Drawings:

a. The Bank will accept deposits from the Customer in cash or by customary banking practices. Deposits by third parties into the Customer's account may be accepted without any responsibility by the Bank.

b. I hereby confirm that I am the real beneficiary of the account. Drawings can be made by the Account holder or by an authorised agent who can be appointed after completion of the required documents prepared by the Bank. Cash drawings from savings and call accounts shall be done by using the Bank's forms or the special request or the Debit Card. Cash drawings from the Current Account shall be done by using cheques issued by the Bank or the Debit Card or Bank supplied forms.

c. Account holders who are unable to sign their names (for example, blind or illiterate customers) should produce official identification acceptable to the Bank and should complete the transaction in front of a Bank official by using a finger print and stamp (if any) before drawing any amount (applicable to Individual Accounts only). For the interest of blind or illiterate customers, the Bank will not issue a cheque book or Debit Card except through an authorised agent.

5. Collections and Remittances:

a. Cheques/dividends/warrants/Islamic bonds/drafts drawn to the order of a depositor or Customer, deposited in the Account shall be accepted as collection items, unless agreed otherwise by the Bank and in accordance with the banking practices prevailing at Islamic banks. The Bank has the right to reject cheques, drafts or any other securities drawn to the order of a third party. The Bank maintains the right to debit any account with any unpaid and non-collected items in addition to any Bank Charges, without assuming any responsibility in the case of non-collection of such items.

b. Drawings against cheques under collection shall only be allowed after their actual realisation.

c. The Bank shall pay the actual value of inward telex / SWIFT remittances, drafts and Bank cheques received in favour of the Customer after deducting any banking commissions and Charges.

d. The Customer agrees that the purchase by the Bank of a draft (in foreign currency) issued previously by the Bank at the request of the Customer, shall be at the discretion of the Bank and at the prevailing exchange rate on the day of purchase after deducting any commissions and Charges payable to the Bank.

e. The Bank shall credit all inward remittances and drafts of the Customer in the Customer's account in the currency of such account unless the Bank receives instructions to the contrary from the Customer, whereupon the deposit shall be calculated at the exchange rate prevailing on the day of deposit.

f. The Bank shall have the right to reject the payment of any draft or transfer if the name of the beneficiary and/or his/her account number does not match the Bank's records or for any other reason.

g. All transfers effected by the Bank according to the Customer's instructions shall be at the Customer's expense and responsibility, and the Bank shall not be held responsible if any amounts credited to the Customer's account are reduced due to any Charges or a decline in value, and the Bank shall not be responsible if the Customer is unable to cash any funds on account due to restrictions issued by any concerned authorities.

h. The Bank and its correspondents are not liable for the consequences of any irregularity, delay, mistake, telegraphic error, omission or misinterpretation that may arise from and against any loss which may be incurred through its correspondents failing to properly identify the persons named in the instructions or retaining the funds should the Bank or its correspondents deem such retention expedient pending confirmation regarding the identity of any person or of the above instructions by a letter or otherwise.

i. Should all or any of these transfers be unpaid and refunded to the Bank, the Customer can only claim the value of the transfers at the buying rate of the day when the refund takes place. The refund cannot be effected until the Bank has received confirmation from its correspondents that the funds are unpaid and that the original instructions have been cancelled.

6. Statements of Accounts/Addresses/Details:

a. I hereby confirm that all information and documents provided by me herein are correct and genuine. I undertake to inform Dukhan Bank immediately of any changes to the information provided.

b. The Customer shall be provided with advice and Statements of Account (as per the Customer's request or at the Bank's discretion) and if the Bank does not receive any objection within fifteen (15) calendar days from the date of dispatch of the advice or the Statement of Account by mail, or any other agreed means of communication then such Statement of Account and advice shall be deemed correct.

c. Unless the Customer gives notice in writing, the address set out on the Account Opening Form shall be the approved address for dispatching by mail a notice, advice or Statement of Account or notification to the Customer, and the Customer shall inform the Bank in writing in case of any change regarding the Customer's details set out on the Account Opening Form.

d. The Bank may stop sending advice or Statements of Account if they are returned twice to the Bank and were considered twice not received by the customer.

e. The Customer shall have the right to ask for an additional copy of a Statement of Account at the Customer's own expense.

7. Standing Orders Instruction:

The Bank shall agree to act upon any instructions for standing orders provided that the Customer's Account has sufficient balance on the due date(s) to fulfill such instructions, and the Bank shall not be responsible for any delay or error in dispatch on the part of the Bank or its correspondent who transfers the funds. The Customer declares that the Bank shall not be held liable and the Customer shall indemnify the Bank for any losses, damages or expenses incurred by the Bank due to the execution of the standing orders given by the Customer.

8. Adjustments of Entries:

In case of any error in entries, any adjustment or correction in the entries signed by the Bank shall be considered effective and correct, and the Customer does not have the right to claim the value of any deposits made in error into the Customer's account, and the Bank is authorised to process the correction entries accordingly and debit the Customer's account. The Customer declares that the Bank has the right to claim any amounts paid in error into the Customer's account and the Customer agrees to settle any wrongful entry by any method or procedure, and on the date(s) specified by the Bank without any objection and irrespective of the lapse of any period of time from the date of occurrence of the wrongful entry.

9. Fees and Banking Services Charges:

a. The Bank may, without consulting the Customer, debit the Customer's account with any Charges, expenses or commissions payable for any banking service rendered in accordance with the banking Charges and commissions approved and announced by the Bank.

b. Current, savings and call accounts are subject to a stipulated minimum daily balance level as determined and announced by the Bank. The Bank has the right to deduct the required fees if the daily balance falls below the determined level.

10. The Bank's Rights of Account Set-Off and Securities:

a) Where a Customer maintains more than one account with one of the Bank's branches or establishes more than one account in the future, the relationship between the Bank and the Customer will be deemed to constitute that of a single account relationship. The Bank shall have an absolute right to combine or merge any or all the Customer's accounts for the purpose of setting-off a debit balance against an available credit balance or to reimburse itself for the recovery of any commitments for which the Customer is liable.

b. The Customer agrees that the Bank may at any time and without giving any prior notice freeze, set-off or transfer any amount between the Customer's accounts, regardless of the type or name of the account, or regardless of whether it is an individual and/or joint account, or in local or foreign currency, so that each account shall be considered as Security for the other accounts, individually or jointly, for the purpose of setting-off any debts of the Customer or a party guaranteed by the Customer in favour of the Bank.

c. The Bank may enforce all guarantees and assets subject to security granted by or on behalf of the Customer in favour of the Bank for the purpose of settling any amounts owed by the Customer to the Bank.

11. Accounts in Foreign Currencies:

a. The Customer may open accounts in foreign currency upon the approval of the Bank and the transactions in this account shall be effected only by Bank's forms, drafts or written instructions, in the same currency of the account.

b. Cash withdrawal in foreign currency notes or from foreign currency accounts will be subject to the rate of exchange (on the day of withdrawal) and commission determined by the Bank from time to time.

c. Customers holding foreign currency accounts may transfer amounts from the foreign currency accounts to local currency accounts or vice versa at the prevailing rate of exchange on the same day. The Customer acknowledges that the Bank will not be held responsible for any exchange losses that the Customer may incur when transferring any amount from the foreign currency accounts to another currency accounts.

12. Conditions of Joint Account (Individuals Only)

a. A joint account is an account opened jointly for two or more persons in which they have equal rights and equal obligations. All deposits made in a joint account and the inward transfers to this account shall be deemed to be owned equally by the account holders unless otherwise stipulated in writing to the Bank.

b. Persons authorised to operate joint accounts will be entitled to deposit and withdraw convertible currencies, cheques, payment orders, drafts or other negotiable instruments. Such authorised persons, will also have the right to draw, endorse and negotiate cheques, transfers or other negotiable instruments in favour of the Bank in their capacity as authorised representatives.

c. The joint account holders shall be jointly and individually/severally liable for settling in full all dues or claims to the Bank that may arise or any commitments, present or future, resulting from the actions of those operating the account or any withdrawals that may cause the account to be overdrawn.

d. If one of the joint account holders is subject to an attachment, such attachment will be enforced on that individual's share only with effect from the day of notifying the Bank of said attachment. The Bank shall stop withdrawal from the joint account to the extent of the attached share, and shall consequently notify the joint account holders or their representative of the said attachment within five working days from the day of the attachment notification.

e. The joint account holders authorise the Bank to include their share in the joint account for set-off against their other various accounts.

f. In the event of death of one of the joint account holders or the loss of their legal capacity, the other account holders should notify the Bank of their intention to continue the account, within a period not exceeding ten days from the date of death or loss of legal capacity. The Bank shall then suspend withdrawal from the joint account until a successor is legally appointed by the competent court.

g. None of the joint account holders or their representatives should request credit facilities in their personal name secured by the joint account without a written approval from all of the joint account holders.

h. The Bank shall have the right to issue a Debit Card to each of the joint account holders if each of them is authorised to handle the account by a single signature only, and they will be held individually or jointly, responsible for all liabilities that occur from using this service.

13. Conditions Relating to Companies Establishments and Organizations Accounts:

a. The persons authorised to sign, whose names are mentioned on the Account Opening form, shall handle all of the banking and investment transactions with the Bank to the extent of the powers granted to them in the company's memorandum and articles of association and commercial registration or by a legalized power of attorney.

b. The company/ establishment/ organisation undertakes to inform the Bank promptly in writing of any changes in its memorandum or articles of association, the commercial registration or its by-laws or its legal form or any change in its constitution, board of directors, partners or representatives or any changes in the authorised signatories. The Bank will bear no responsibility in the event that any of its directors, partners, managers or representatives have violated the provisions of the Company's status as contained in its articles of association or its by-laws or have acted against their powers.

c. The company/ establishment/ organisation authorises the Bank to pay and debit the account, whether the account was in credit or overdrawn or which subsequently becomes overdrawn due to such debits, all transactions issued by those authorised to operate the Accounts in accordance with the authorizations held by the Bank. The company/ establishment/ organisation shall be liable for any instructions or orders issued to the Bank by those authorised to operate the Accounts and to enter into all Banking Transactions including documentary letters of credit, money transfers and all transactions including any credit facility etc.

d. The company/ establishment/ organisation undertakes to furnish regularly to the Bank an audited balance sheet and income statements or any other document required by the Bank.

14. Conditions Relating to Accounts of Societies, Clubs and the Like:

a. The Account shall be operated in accordance with the board of director's resolutions and conditions. A board resolution should be submitted stating the names and designations of the authorised signatories, and any amendments that may occur thereon. The authorised signatories should not delegate others to exercise such powers.

b. Clubs and societies and the like shall submit the registration document issued by the concerned authorities in the State of Qatar upon submitting the application for opening the Account.

c. In case of expiry of the term of a board director of the club or society and the like or their resignation or dismissal, a letter indicating the appointment of a new board director should be submitted to the Bank, or alternatively the minutes of the general meeting in which the new board of directors has been elected shall be submitted, indicating the name and capacity of those who have the right to sign on behalf of the club or society and the like before the Bank and the manner of operating the account.

15. Instructions issued by the Customer through Fax, E Mail or Telephone:

a. If a Customer gives the instructions to the Bank by facsimile, email or telephone the Bank shall be entitled to process or reject the instructions and the Bank shall not be bound to obtain a confirmation of the correctness of such instructions unless the customer has indicated either on the Account Opening form or subsequently in writing not to accept such instructions. The Customer declares that the Bank shall not be liable and shall indemnify the Bank for any losses, damages, and expenses incurred by the Bank due to any act or omission relating to any instructions given or understood to have been issued by the Customer. The Customer agrees that the Bank shall not be liable for any dispatch errors.

b. The Customer hereby agrees and authorises the Bank at its discretion to rely upon and act in accordance with any notices, instructions or other messages issued by the Customer or to rely upon and act in accordance with any notices, instructions or other messages issued by or which purport to be issued by the Customer by email (from only the addresses as advised to the Bank), facsimile, or telephone, without any verification of such instruction being undertaken by the Bank to verify or inquire about the genuineness of the instructions or the identity of its sender, whether such instructions were to pay funds or otherwise to debit or credit any account or to have discretion to dispose of any money or securities or document in the hands of the Bank or purport to bind the Customer to any agreement or other arrangement with the Bank, and the Customer agrees in advance irrevocably and unconditionally that such instructions are issued from the Customer or on their behalf and accepts such instructions as being binding.

c. The Customer understands that it is not required to confirm such notices, instructions or other messages by sending the original documents.

d. The Customer also agrees that the Bank will not accept or act upon any instructions received by email, facsimile, or telephone where such instructions are in connection with changing the Account(s) operation mandate or changing the authorised signatories or assignment of another person or the closing of Account(s) and the transfer of the balance of the Account, by any way.

e. Hence, the terms of these instructions shall remain valid and fully effective until the Bank receives a written notice of termination from the Customer in accordance with the terms of the existing Account(s) operation mandate, and the Bank had reasonable time to act upon such notice. Such termination will not release the Customer from any liability in accordance with this mandate in regard to any action taken in line with its terms before expiry of the termination notice period.

f. The provisions of this indemnity are in addition to and not in substitution for the provisions of our existing mandate to the Bank for the time being to operate the account(s). I/we also remain obliged and severally liable for all actions that may arise from or be connected with this indemnity.

16. Internet and Telephone Banking Services:

a. Rules of Transactions:

i. Transactions will be processed only upon the availability of sufficient funds in the Customer´s account at the time the user submits the transaction and subject to the Bank's standard daily transaction limits. All transactions will be carried out on a Business Day or the next available Business Day if the cut-off times have passed.

ii. The Bank may, at its sole discretion, refuse to carry out any instruction if the Bank has reason (in which the decision of the Bank will be final and binding) to believe the instruction is illegal.

iii. Instructions given on the services cannot be reversed without the Bank's approval. The Bank will not be responsible for, including but not limited to, the following: (i) to reverse an instruction given through either service; (ii) to accept an instruction which is conditional or which requires the Bank to make payment to a third party earlier (or later) than the time the Bank requires according to normal banking practice.

b. Transfers, remittances and Payments:

i. Transfers are permitted between the Customer´s own accounts with the Bank.

ii. Transfers remittances and payments in QAR and in foreign currencies to third parties will be accepted at any time via internet banking, and shall be processed on the same Business Day or the next Business Day if the cut-off times have passed at the prevailing exchange rate applicable at the time of the transaction.

c. Cut off times:

i. Instructions submitted by 12.00 Noon (Qatar Time) will be processed on the same day. Foreign currency instructions may be submitted latest by 1.00 PM (Qatar Time) and will be processed on the same day.

ii. QAR and foreign currency instructions submitted after the above mentioned cut-off times or during any public holiday in Qatar will be processed on the next Business Day.

iii. Additional correspondent and/or beneficiary bank Charges, if any, will be deducted from the remittance amount.

d. Utility Bill Payments:

i. The Customer must input all information required to effect utility bill payments.

ii. It is the Customer's responsibility to ensure the correct information is input; any erroneous payments to utility companies arising out of incorrect information input by the customer will be the responsibility and liability of the customer.

iii. The Customer confirms and agrees to waive any right it may have for holding the Bank responsible for any mistake or omission or any delay by the Bank, due to reasons beyond its control, in the transfer of the funds to the utility companies which may result in disruption of the utility service.

e. Fees and Charges:

i. The cost of the secure ID device(s) or any replacement thereof and all the Bank´s fees and Charges, shall be debited from the Customer´s Account specified in the application.

ii. The Bank will debit the Customer's Account with any amount along with the applicable Charges/fees from time to time for transactions instructed by the Customer

f. Security Tools :

i. The Customer shall be fully responsible for safeguarding any Security tools and must not disclose any Security information to any person. The Customer is required to change any password(s) as instructed by the Bank through the service or any other means of communications.

ii. In case the secure ID device is lost/stolen/damaged, the user must immediately report to the Bank to disable it.

iii. The Security tools are considered as a means of customer identification and authentication. Once completely and successfully entered, the Bank shall consider the Customer as the source of all instructions and transactions.

iv. Access to services will be automatically stopped if the login password or telephone banking Security number (Telephone Identification Number, referred to here as "TIN") is entered incorrectly five consecutive times. Thereafter, the Customer may contact the Bank for further assistance and to request a new login password or TIN to be delivered to any branch of the Bank for collection by the Customer in person, upon verification of the Customer's identity. If the Customer wishes to re-activate the same, the Bank will allow further (5) five attempts to login. After re-activation, if the service is stopped again consecutively for the second time due to wrong password or TIN input, the Bank will reset and issue a new login password or TIN to be delivered to the Customer at any branch of the Bank as requested by the Customer for collection by the Customer in person, upon verification of the Customer's identity.

v. Requests made by the Customer for a new login password or TIN due to lost, forgotten password or TIN (or if the Customer has established that existing login password or TIN is compromised), will be responded to by the Bank only upon positive authentication of the Customer. The Bank will reset and issue a new login password or TIN to be delivered to the Customer at any branch of the Bank as selected by the Customer for collection upon verification of the Customer's identity.

g. Liability:

i. The Customer is fully responsible for any instructions given to the Bank and the Bank will not be liable in any manner for any unauthorised, fraudulent, or erroneous instruction.

ii. The Customer hereby acknowledges that the Bank shall not be responsible for any errors, damages and claims that may result from the open nature of the internet or telephone. The Customer shall be solely responsible for all risks resulting from using the services. Further, the Customer will indemnify the Bank, its employees, agents, representatives and nominees on a full indemnity basis from and against all actions, claims, proceedings, demands, losses, damages, harm (including direct, indirect or consequential) costs, expenses, Charges, taxes, penalties and legal costs and any other liabilities of whatsoever nature which the Bank may incur or suffer by reason of the Customer accessing the services.

iii. The Customer is solely responsible for the accuracy and correctness of all information and details transmitted via the services. The Customer acknowledges that all transactions and instructions conducted via the services will be processed without any further reference, written notice or verification.

iv. Once the Customer submits and confirms instructions or transactions through the services, the Bank shall be under no obligation to accept any amendment or cancellation thereof.

v. The Customer shall be solely responsible for establishing, adding or modifying beneficiary details through the services. The Bank will not be liable for non-payment or payment to a wrong beneficiary as a result of an error in the beneficiaries' details submitted by the Customer, any failure to identify the beneficiary or delay in payment to the beneficiary at the receiving destination.

vi. The Customer agrees to treat the access rights, documentation, or any information related to the service, strictly private and confidential at all times and shall not copy or reproduce them in any form either in whole or in part.

vii. The Bank shall not accept any claim for compensation, loss or damage that may result from any transaction and instruction via the services. The Customer agrees to indemnify the Bank against all requests and instructions.

viii. Any waiver by the Bank of any breach by a Customer shall not be construed as a permanent waiver and such waivers will not affect adversely the rights of the Bank under this agreement at any other time.

ix. The Bank will not be responsible for any loss or damage of whatsoever nature whether direct, indirect or consequential to the Customer due to any access by a third party to information concerning a Customer's account(s) (except where such access is obtained due to gross negligence or wilful/unwilful misconduct of the Bank and in such cases the Bank will only be liable for direct loss or damage to the Customer which in the ordinary course of events might reasonably be expected to result from the circumstances in question).

x. The Customer agrees to hold harmless and indemnify the Bank against any loss, cost, damage, expense, liability or proceedings which the Bank may incur or suffer as a result of the Bank acting upon, delaying to act upon, or refraining from acting upon the said instructions.

xi. The Customer shall be liable for any misuse of the services as a result of non-compliance with Security procedures, these terms and conditions, disclosure of any Security tools or any other form of Security breach from the Customer´s terminal.

xii. The telephone identification number ("TIN") is to be used by the authorised user only and should not be disclosed to anyone.

xiii. The Bank will not be liable for any losses due to the TIN being used by unauthorised persons.

xiv. The Bank shall not be liable for any failure of the services beyond its reasonable control, including without limitation, any computer, telecommunication, electrical, technical or network failure/malfunction.

xv. The Bank shall not be a party to any dispute between the Customer and any service provider.

xvi. Information provided by the Bank, such as account information and share information, is believed to be accurate and reliable when presented, however the Bank cannot and does not guarantee the validity and correctness of such information.

xvii. The Bank shall not be liable to any reliance by a Customer on any information provided through the services; the customer relies on any information at their own risk.

h. General Terms

i. No written advice or confirmation will be made or issued by the Bank for any transaction conducted via these services. The Bank´s records of transactions and instructions shall be legally binding and conclusive evidence of such transactions and instructions.

ii. The Bank will, on a best effort basis, make available the internet and telephone banking services on a 24 hour 365 day basis, however routine maintenance requirements, excess demands on the systems and reasons beyond the control of the Bank may cause disruptions in availability of these services.

iii. The Bank may suspend any service provided under the internet or telephone banking service without notice where it is necessary or advisable to do so. Such situations will include but not be limited to where there is a suspected breach of Security and a need for maintenance of the services.

iv. Currently the Bank does not charge a fee for the use of the internet or telephone banking services, however in future, the bank may at its discretion charge a fee for these services, the cost and implementation of which shall be notified to Customers in writing in advance.

v. The Bank reserves the right to refuse any application for these services at its absolute discretion.

vi. The services should be used in good faith, should not be abused and should not be used to commit any kind of fraud or illegality. The services should only be used in accordance with these Terms and Conditions.

vii. In the event of any misuse by the user of the email provided through the services, the Bank shall be entitled to disable the Customer´s access to the service without prior notice.

viii. The Bank reserves the right to terminate these services either collectively or individually, completely or in relation to any individual customer at its absolute discretion.

ix. Each party has the right to terminate the internet and telephone banking services by giving (3) three Business Days prior written notice to the other.

17. Bank Accounts (Terms and Conditions):

17.1 Current Account:

a. Credit balance in the current account is a Qard Al Hasan (loan without profit), and on demand, the Bank undertakes to pay the credit balance in full, and does not share the investment profit or bear any risk.

b. Any adult individual or company has the right to open a current Account if they are a national or resident in Qatar subject to the controls, rules and instructions of the Qatar Central Bank.

c. Drawings from a current account shall be made through cheques issued by the Bank, written instructions or debit Card. Depositing in the account shall be accepted in all branches of the Bank by cash, cheques drawn on the Bank's branches or local banks, or through the Bank's ATMs, or through account transfers.

d. The Bank shall have the right to refuse to pay any payment orders or cheques written on forms other than the Bank's forms, without any responsibility whatsoever on the part of the Bank.

e. The Customer has to write the cheques in Arabic or English, the Bank shall not accept cheques written in any other languages.

f. The Bank shall have the right to honour the value of a cheque or other negotiable instrument drawn on the Customer's current account even if this were to cause the account to be overdrawn and the Customer undertakes to immediately repay all the due amounts in the Customer's overdrawn account whenever the Bank requests.

g. The Bank shall have the right to refuse to pay the value of the cheques, drawings and payment orders drawn on the account if the balance is not sufficient, even if the Customer has credit balance in any other accounts at the Bank, unless the Customer authorises the Bank in writing to cover the amount of cheques, or any other withdrawals from any of their current, saving or call accounts with the Bank.

h. The Bank may accept from the account holder any 'stop payment' of cheque request in case it is lost or in any other circumstance which shall be allowed by law and agreed to by the Bank. However, the Customer will bear any direct or indirect loss, damage and cost (including legal cost) due to this. The Bank maintains the right to request a Police Report before accepting "stop payment" instructions.

i. The Customer must take care of the cheque book, and shall bear full responsibility for it. Cheques should not be given to others to use, and the Bank should be informed immediately upon the loss or theft of a cheque book, otherwise the Customer shall bear the consequences in case of misuse. The Customer undertakes that they shall return to the Bank any issued cheque book upon the Bank's request or upon closure of the account with the understanding that Dukhan Bank may take legal actions against customers who do not adhere to the undertaking.

j. The Bank has the right to refuse issuing a cheque book to the Customer, without giving any reason.

k. The Customer shall comply with Article 357 of Qatari Law (11) / Year 2004, the Penal Code of Qatar which states: "Imprisonment punishment shall apply for a period not exceeding three years but not below three months (or) penalty payment not exceeding QAR ten thousand only but not below QAR three thousand only (or) both for those Customers who intentionally commit:

i Cheque(s) issued against insufficient funds (or) where available funds are less than the cheque(s) amount.

ii Cheque(s) issued, but with subsequent withdrawals of the full or part amount from the account which makes the Cheque(s) dishonored.

iii Cheque(s) issued, but the customer subsequently instructs the bank to stop-payment.

iv Issuing cheque(s) intentionally in a manner that will not allow withdrawal.

v Knowingly endorsing the cheque(s) in a manner that will disallow encashment for funds and/or technical reasons.

l. The Customer undertakes not to issue any cheque without a balance or sufficient available balance. The Bank reserves the right to recall unused cheque(s) and to close the Account and/or advise appropriate authorities in such cases, without referring to the Customer.

17.2 Debit Cards:

a) The Account:

i. The Account on which debit Card is issued shall be subject to limits set by the Bank irrespective of available funds in the Account, including but not limited to transaction and cash withdrawals limits.

ii. The debit Card utilised on an Account shall be subject to the Customer's mandate and applicable account terms and conditions.

b) Debit Card:

i. The debit Card may be activated via the Bank's ATM network or by contacting the Bank's call centre.

ii. The debit Card may only be used in machines that accept VISA, NAPS, GCC Network Cards.

iii. The debit Card must be signed by the Customer immediately upon receipt and may only be used:

a) by the Customer;

b) within the Account limits as described in clause 1 above; and

c) during the validity period of the debit Card.

iv. Debit Cards shall be renewed automatically prior to the expiry unless otherwise requested in writing by the Customer (45) forty five calendar days prior to expiry.

c) Transaction:

i. A transaction executed using a debit Card shall be deemed to be validly given by the Customer and the Customer irrevocably and unconditionally accepts as binding any transaction and applicable fees and Charges.

ii. Transactions effected outside of Qatar will be converted from the relevant foreign currency into Qatar Riyals at the time of transaction at the prevailing rate of exchange.

iii. The Account shall be debited for the amount of any transaction, including applicable fees and Charges, when using a debit Card and upon authorisation by the Bank of a transaction.

iv. A transaction requested by the Customer to be cancelled, but that cannot be cancelled in time shall be effected as validly given and the Account shall be debited for the amount of any transaction, including applicable fees and Charges.

v. A transaction shall not be authorised if there are insufficient funds in the Account.

vi. The Bank may, in its sole discretion, refuse to authorise any transaction if the Bank has reason to believe, at its absolute discretion, a transaction may be fraudulent or illegal.

vii. Any refunds by a Merchant shall only be credited to the account upon actual receipt by the Bank of the amount of such refund.

d) Security:

i. The Customer must keep Account numbers, debit Card numbers and PIN number confidential at all times.

ii. The Bank confirmation of the PIN number must be destroyed immediately after receipt. Any record of the PIN must be unidentifiable and kept separate from the debit Card.

iii. In the event the Customer suspects or discovers that their Account numbers, debit Card number or PIN number have become known by any third party or the debit Card is lost or stolen, the Customer must immediately notify the Bank and may be required, at the Bank's discretion, to provide written notification of such claim setting out all relevant details and supporting evidence (if any) of the incident. The Customer shall bear any consequences occurring in the period between the loss/theft and the time the Bank is officially notified.

iv. The Customer may be charged a fee for replacement of a lost or stolen debit Card.

v. In the event a lost or stolen debit Card is found subsequent to reporting it lost or stolen to the Bank, the debit Card cannot be used and must be returned to the Bank immediately.

e) Withdrawal Of The Debit Card And Termination:

i. The Bank reserves the right, at its absolute discretion, to withdraw or refuse to re-issue a debit Card in the event the Customer fails to make any payment due; exceeds the Customer's mandate concerning the Account limit; or breaches any of these Terms and Conditions.

ii. The Bank may at any time at its absolute discretion suspend or cease altogether the debit Card facility.

iii. The debit Card must upon withdrawal, suspension, cessation or termination of the debit Card facility, be returned to the Bank. The debit Card must not be used from the date of receipt by the Customer of such notice of withdrawal, suspension, cessation or termination.

iv. Withdrawal, suspension, cessation or termination of the debit Card facility for whatsoever reason shall not affect the accrued rights and liabilities of the Customer.

v. The Customer may cancel or terminate the debit Card facility upon thirty (30) calendar days written notice to the branch of the Bank where the Customer's Account is held. Termination by the Customer shall only be effective upon expiry of the thirty (30) calendar days' notice period and shall be conditional on return to the Bank of all debit Cards and full and final settlement of all liabilities of the customer under the account.

f) Liability & Indemnity:

i. Transactions or any other actions, costs, expenses or losses incurred in the activation and use of the debit Card shall be the responsibility and liability of the Customer.

ii. Joint account customers shall be jointly and severally liable for all transactions and fees and Charges arising from utilisation of a debit Card by others, irrespective of whether each such Customer is issued with their own debit Card.

iii. Prior to notification to the Bank of a disclosed, lost or stolen debit Card and/or PIN number, the Customer shall be solely liable for any transactions using a debit Card. Subsequent to notification and after reasonable time to suspend accounts and cancel the validity of the debit Card, the Customer shall not be liable for any further unauthorised transactions unless the Bank can show the Customer acted fraudulently.

iv. The Customer shall remain liable for any transactions, fees and Charges incurred on the account for a period of ninety (90) calendar days after the date the debit Card is returned to the Bank pursuant to withdrawal, suspension, cessation or termination of the debit Card facility or the account by either the Customer or the Bank.

g) Limitation of Liability:

i. The Bank shall not be liable for any unauthorised, fraudulent, or erroneous transaction using a debit Card unless the Bank shall have been notified accordingly by the Customer and given reasonable time to suspend Accounts and debit Cards.

ii. The Bank does not guarantee goods or services purchased using a debit Card nor will the Bank involve itself in disputes between the Customer and a Merchant or any other third party.

iii. The Bank shall not be liable for any act by a Merchant, any warranty or guarantee given by a Merchant in connection with a service or product purchased by the Customer in a transaction, any failure to deliver, misrepresentation or any other breach by a Merchant whatsoever and the Customer expressly waives any right it may have against the Bank in respect of any goods or services purchased in a transaction in so far as such goods or services may not be as described, of Merchantable quality or not fit for the purpose for which it was purchased.

iv. The Bank shall not be liable for any costs, losses or damages suffered or incurred by the Customer as a result of any failure in the performance of any machines or any equipment associated with utilisation of the debit Card.

h) Miscellaneous:
These debit Card terms shall apply in conjunction with all other applicable terms and conditions, including but not limited to the Account Terms and Conditions and VISA International terms and conditions.

17.3 Investment Saving Account (Individuals Only):

a) Saving account are subject to the minimum balance of QAR 25,000, as decided by the bank. The balance below QAR 25,000 will not earn the profit. The Customer should not issue payment orders or write cheques on this account. A debit Card will be issued to the saving account holders to enable them to utilise the ATMs and POS services.

b) The Bank as a Mudarib according to the absolute Mudaraba provisions will invest the funds of the saving accounts on the basis of the minimum monthly balance available in the account.

c) Funds of the savings account shall be invested according to unrestricted Mudaraba basis in the joint investing pool between depositors and the shareholders. The Bank shall invest a percentage of the savings account balances in accordance with its standard practice and the net profits from the joint investment pool shall be distributed between the depositors and shareholders according to their respective shares in the investment. The Bank as Mudarib shall be entitled to a percentage of the realised net profit. As agreed, Mudarib shall bear any loss attributable to negligence or violation of Mudaraba terms. The percentages mentioned above are available upon request.

d) The investment period in saving accounts is one calendar month commencing from the 1st day of the month with auto renewal unless the whole or part of the balance is drawn whenever the Customer desires, and in this case they shall be subject to the profits for the period prior to the withdrawal date. For accounts closed during the month, calculation shall be done on the day prior to the day of closure basis.

e) Profits of the saving account shall be credited to the same account as per the Bank's declared frequency, unless the Customer requests otherwise, and the Customer authorises the Bank to invest the realised profits following the credit date with the same investment terms and conditions of the savings account.

17.4 Faseel Savings Account:

a) Faseel savings account is an account in which the a) Faseel savings account is an account in which the deposited funds are invested on the unrestricted Mudaraba basis. These investments are approved by the Bank's Shari'a Supervisory Board. The Bank shall have the right to perform any acts which it deems fit to achieve the interest of both parties.

b) Only one Faseel saving account is permitted per Customer.

c) The minimum balance required for the account is QAR 100,000. This limit is QAR 2,000,000 for Faseel HNWI product. If this is not maintained during the calendar month, the profit rate will be reduced to our regular savings account profit rate.

d) More than one (1) withdrawal (any mode of transaction including retail transaction at any retail store through POS) in a calendar month will also result in a reduction of the profit rate and it would be reduced to our regular savings account profit rate.

e) The Account is provided with a debit Card; withdrawals and deposits can be made from/to the Account.

f) Withdrawal may only be made by using special stationery or debit Cards (with PIN number) provided by the Bank. Unless arranged otherwise, over-the-counter withdrawal will be permitted only to the accountholder(s) on personal application and identification.

g) Profit is payable on deposits of QAR 2 million or less in a calendar month only. Deposits in excess of QAR 2 million will earn profit only for QAR 2 million. The maximum limit is QAR 10,000,000 for Faseel HNWI product.

h) Profit on Faseel savings accounts for a calendar month is calculated on the minimum balance of the month and is paid every calendar month.

17.5 Jeelkum Savings Account:

a) Jeelkum savings account is an account in which the deposited funds are invested on the unrestricted Mudaraba basis. These investments are approved by the Bank's Shari'a Supervisory Board. The Bank shall have the right to perform any acts, which it deems fit to achieve the interest of both parties.

b) Jeelkum savings accounts may be held in the name of a minor, opened by the father (or mother, upon the consent of the father) or guardians of a minor (under 18 years of age).

c) The minimum balance required for the account is QAR 5,000. This limit is QAR 2,000,000 for Jeelkum product. If this is not maintained during the calendar month, the profit rate will be reduced to our regular savings account profit rate.

d) More than one (1) withdrawal (any mode of transaction including retail transaction at any retail store through POS) in a calendar month will also result in a reduction of the profit rate and it would be reduced to our regular savings account profit rate.

e) The Account is provided with a debit Card; withdrawals and deposits can be made fromto the Account. However, said Card will only be issued to the father (or mother, upon the consent of the father) or guardians of a minor.

f) Only the parents or guardian (subject to specific powers bestowed on such guardian in a court order) may make withdrawals from the minor's Account until the minor reaches majority.

g) Only one Jeelkum savings account is permitted per Customer.

h) Withdrawal may only be made by using special stationery or debit Cards (with PIN number) provided by the Bank. Unless arranged otherwise, over-the-counter withdrawal will be permitted only to the account holder(s) guardian on personal application and identification.

i) Profit is payable on deposit of QAR 2,000,000 or less in a calendar month only. Deposits in excess of QAR 2,000,000 will earn profit only for QAR 2,000,000.

j) Profit on Jeelkum savings account for a calendar month is calculated on the average balance of the calendar month and is paid every calendar month.

k) Upon reaching majority the parents or guardian shall not be permitted to further operate the minor's account and the account shall be converted into a normal account and shall require new account forms being submitted by the minor upon reaching majority.

17.6 Call / Term Investment Account:

a) Call investment account is an account that can be opened for individuals, companies, establishments or organisations, and can be opened in Qatari Riyal or any other currency as agreed by the Bank, subject to the minimum balance defined by the Bank, and announced in the branches of the Bank.

b) Cheque books will not be issued to call accounts and withdrawals shall be affected by using the Bank's forms.

c) The Bank as a Mudarib according to the absolute Mudaraba provisions will invest the funds of the call accounts on the basis of the daily cleared credit balance available in the account.

d) Funds of the call account shall be invested according to unrestricted Mudaraba basis in the joint investing pool between the depositors and the shareholders. The Bank shall invest a percentage of the call accounts balances, and the net profits of the joint investment pool shall be distributed between the depositors and shareholders according to their respective shares in the investment. The Bank as Mudarib shall be entitled to a percentage of the realised net profit. As agreed, Mudarib shall bear any loss attributable to negligence or violation of Mudaraba terms. The percentages mentioned above are available upon request.

e) The investment period in call accounts is one calendar month commencing from the 1st day of the month with auto renewal unless the whole or part of the balance is drawn whenever the Customer desires.

f) Profits of call accounts shall be credited to the same account as per the Bank's declared frequency, unless the Customer requests otherwise, and the Customer authorises the Bank to invest the realised profits following the credit date with the same investment terms and conditions of call accounts.

g) The Bank at its discretion may close the call account and transfer the balance to the Customer's other current or savings accounts should the balance fall below the prescribed minimum balance. In any case the Bank will deduct the required fees if the balance falls below the determined level.

17.7 Fixed Term Investment Deposit Account:

a) This is an account where the depositor (Rab Al Mal) authorises the Bank (Mudarib) to invest the deposit according to the unrestricted Mudaraba agreement under the principles of Islamic Shari'a.

b) The minimum deposit balance is QAR 50,000.

c) Funds of the unrestricted fixed deposit shall be invested according to unrestricted Mudaraba basis in the joint investing pool between the depositors and the shareholders. The Bank invests a percentage according to the tenor period and according to the Bank's standard procedures. The net profits from the joint investment pool shall be distributed between the depositors and shareholders according to their respective share in the investment. The Bank as Mudarib shall be entitled to a percentage of the realised net profit. As agreed Mudarib shall bear any loss attributable to negligence or violation of Mudaraba terms. The percentages mentioned above are available upon request.

d) Profit on the deposit amount shall become due on the last day of each calendar month and shall be credited to the Customer's account, or paid in accordance with the Customer's instructions at the time of distribution of the profits, that is no later than the first five (5) Business Days of the month following the month in which the profits were earned.

e) Profit on deposits where their maturity date is during the month shall be calculated on the basis of the last working day results and on the basis of exoneration and reconciliation between the Bank and the Customer.

f) The percentage of the profit on this account shall be stated in the profit statements. The Bank may adjust this percentage from time to time at its discretion, provided it notifies the Customer by way of announcement at the Bank or any of the Bank's branches and channels. If the Customer does not object within fifteen (15) calendar days after the date of the announcement, he/she/they shall be considered to have accepted the adjustment.

g) The depositor may not draw the whole or a part of their deposit before its expiry, except in special cases where the management of the Bank may allow the depositor to draw the whole or a part of the deposit, and to pay profit up to the date of withdrawal based on the investment savings account's declared profit rate for the previous period and the management has the right to decide about the treatment of the deposit in such case.

h) The Customer shall be considered as agreeing to the renewal of the deposit automatically on maturity, unless they instruct otherwise within four (4) working days before the expiry of the investment.

i) Except regarding investment deposit accounts in Qatari Riyals, the Bank is not obliged to pay the deposit amount in the currency of the deposit. However, the Bank undertakes to issue a draft or transfer, on request, in the currency of deposit at the prevailing exchange rate as on the date of payment.

17.8 Profit In Advance Account:

a. This is an account where the depositor (Rab Al Mal) authorizes the Bank (Mudarib) to invest the deposit according to the unrestricted Mudaraba agreement under the principles of Islamic Shari'a.

b. The minimum balance to open the Profit in Advance term deposit is QAR 250,000 and in case of change it will be communicated by placing the details at a place conspicuous to customers.

c. Advance Profit on the deposit amount will be paid to customer account using the historical general profit rate announced on the existing Mudaraba pool of the Bank. On the last day of every month the actual profit to be calculated using the Mudrabha profit distribution mechanism and any difference in the advance profit paid and the actual profit earned will be recorded. The reconciliation between the actual profit earned and the profit paid in advance will be made at the time of maturity/renewal.

d. In case you early break the deposit the Bank will debit the complete advance profit from the principal amount and recalculate the profit based on the prevalent Savings Account rate and credit to the customer account.

e. Funds of the unrestricted fixed deposit shall be invested according to unrestricted Mudaraba basis in the joint investing pool between the depositors and the shareholders. The Bank invests a percentage according to the tenor period and according to the Bank's standard procedures. The net profits from the joint investment pool shall be distributed between the depositors and shareholders according to their respective share in the investment. The Bank as Mudarib shall be entitled to a percentage of the realized net profit. As agreed Mudarib shall bear any loss attributable to negligence or violation of Mudaraba terms. The percentages mentioned above are available upon request.

f. Adjustment in the advance Profit on deposits where their maturity date is during the month shall be calculated on the basis of the last working day results and on the basis of exoneration and reconciliation between the Bank and the Customer. The percentage of the profit on this accounts hall be stated in the profit statements. The Bank may adjust this percentage any time after the announcement of profit of the ongoing Mudarabha at its discretion, provided it notifies the Customer by way of announcement at the Bank or any of the Bank's branches.

g. The depositor may not draw the whole or a part of their deposit before its expiry, excepting special cases where the management of the Bank may allow the depositor to draw the whole or a part of the deposit, and to adjust the profit up to the date of withdrawal based on the investment savings account's declared profit rate for the previous period and the management has the right to decide about the treatment of the deposit in such case.

h. The Customer shall be considered as agreeing to the renewal of the deposit automatically on maturity, unless they instruct otherwise within four (4) working days before the expiry of the investment.

i. These terms and conditions shall form an integral part of the signed GTC of Banking Services Agreement between the Bank and the customer.

17.9 Thara'a Savings Account:

Deposits

1. The Bank shall open an account for the depositor for which an account number will be designated and ATM cards issued.

2. Deposit of funds will take place by visiting any of the Bank branches personally. Cheques may be sent by mail or deposited through the Automated Teller Machine (ATM) or through authorized collection agents of the bank for depositing the amounts thereof in the account.

3. In case of non-cash deposit such as cheques, commercial instruments and other Banking and/or negotiable instruments, the Bank will be deemed as a mere collector of such cheques or papers, the depositors should be the payee or beneficiary therein.

4. In the two cases mentioned in clauses 2 and 3 above, the credit balance shown in the account shall not be considered final except after clearance and the receipt by the Bank of the amounts of these cheques or papers and in case of non-collection of the amounts credited, a reverse entry may be made in the account to show the actual balance.

5. The account number should be indicated in the deposit and withdrawal forms and in case the account number is not shown the Bank will not process the depositor's request shall not assume any responsibility in this request.

Withdrawals

1. Withdrawals will be allowed through ATM Cards or by visiting the branch personally or through E-Channels (internet banking, mobile banking etc.) and will be affected by verifying the credentials electronically or by authorized representatives by verifying the signatures with the specimen available at the Bank.

2. Any amount paid by the Bank to the user of the ATM card or who's signature appears on the Bank's withdrawal form will be considered as a valid and proper withdrawal. In case of loss of the ATM card, the depositor should immediately notify the Bank in writing to this effect. In such event the Bank will take necessary action for suspending the use of the lost card and at the card holder's expense will issue a new replacement card.

Inclusion in prize draws

1. For monthly Prizes: By keeping a minimum balance of QAR 10,000 per month, every QAR 1,000/- will give the depositors one chance in the monthly draws. Customers entering in the middle of the month will be eligible from next calendar month.

2. For Quarterly Prizes: By keeping a minimum balance of QAR 10,000 per month for a consecutive period of 3 months, every QAR 1,000/- will give the depositor once chance in the quarterly draw. If the minimum balance goes down in all or any single month of 3 months period the customer will not earn any chance. Customers entering the program in the middle of the Quarter will get into the draw for the next Quarter end as per calendar.

3. Prize draws on this Dukhan Bank Islamic Account will take place accordingly to the prize schedule and are subject to eligibility requirements as announced by the Bank from time to time. The Bank reserves the right to change these terms and conditions, the frequency of draws (including eligibility criteria) prizes and the prize structure at its absolute discretion any time with a 1 month prior notice to customers through any means of communication as decided appropriate by the Bank.

4. All the prizes will only be credited to the customer's account maintained with the Bank

5. In case the Monthly winners leave the country before the completion of the full tenor of the prize payment, the Bank will continue to credit the account if maintained with the Bank. The Bank will not incur any additional cost of repatriating the money.

Exclusion in prize draws

1. If the monthly minimum balance goes below QAR 10,000 then the customer will not be counted in the draw for that month. For Quarterly draws the minimum balance in each month for 3 consecutive months should not go lower than QAR 10,000.

2. If the number of withdrawal transactions exceeds more than 2 times in a month then the customer will be excluded from the monthly draw and if the number of withdrawals exceeds more than 6 times in a 3 months period (taken for Quarterly draw) then the customer will be excluded from the Quarterly Draw.

3. The customer should not be a defaulter of the Bank for any of the credit facilities if obtained from the Bank and should not be in the black listed database and/or not have any criminal offence as per the laws of Qatar.

Miscellaneous

1. The Bank reserves the right to use winners name and photographs in all current/future promotional, advertising campaigns and/or marketing material.

2. In the unfortunate event of the death of the winner post announcement of the results the amount will be credited in the customer's legal heir as (appointed by the court) maintained with the Bank.

3. All accounts of Staff and Directors of the Bank and its subsidiaries/affiliate Banks and their immediate family members (parents, spouse and children) will be excluded from the prize draws it shall be the responsibility of such staff member to notify the Bank if any of their immediate family member as specified above wins any prize draw. In the event any Director /Staff representing Dukhan Bank entity/group or his/her immediate family member wins the prize draw. The Bank reserves the right to deny the prize money or claim refund of any prize paid (without prejudice) and conducts another draw to determine the eligible winner.

4. All eligible customers of Dukhan Bank are allowed to participate in this Islamic account prize scheme. There will not be any monthly draws during the draws of Quarterly prizes. The maximum number of chances per customer is 10,000 only.

5. All prizes are available to all eligible customers of the Bank participating in the scheme.

6. All draws shall be held under the supervision of representatives of the Bank's, Shari'a compliance and the relevant govt. representative (Ministry of Commerce). The result of the draw is final.

7. These terms and conditions shall be governed by and construed in accordance with the Laws of the State of Qatar provided non-contradiction to the rules and principles of Islamic Shari'a and customer hereby submits to non-exclusive jurisdiction of the Qatari courts.

8. These terms and conditions are subject to Bank's general account opening terms and conditions. In case of conflict between the Bank's general account opening terms and conditions and these terms and conditions, the Bank's general account opening terms and conditions shall apply.

9. Fees and Charges: The customer agrees, accepts and authorizes the Bank to debit his account of all fees, charges and expenses arising from his account with the Bank, if the customer does not accept the increase or new charge, he/she has the option of terminating the relationship within 15 days of application of the charge. If the customer does not terminate the relationship within this time, it will be deemed as accepted.

10. The Bank as a Mudarib according to the absolute Mudaraba provisions will invest the funds of the accounts on the basis of the minimum monthly balance available in the account. Funds of the account shall be invested according to unrestricted Mudaraba basis in the joint investing pool between depositors and the shareholders. The Bank shall invest a percentage of the balances in accordance with its standard practice and the net profits from the joint investment pool shall be distributed between the depositors and shareholders according to the irrespective shares in the investment. The Bank as Mudarib shall be entitled to a percentage of the realized net profit. As agreed, Mudarib shall bear any loss attributable to negligence or violation of Mudaraba terms. The percentages mentioned above are available upon request.

11. The investment period is one calendar month commencing from the 1st day of the month with auto renewal unless the whole or part of the balance is drawn whenever the Customer desires, and in this case they shall be subject to the profits for the period prior to the withdrawal date. For accounts closed during the month, calculation shall be done on the day prior to the day of closure basis. Profits of the saving account shall be credited to the same account as per the Bank's declared frequency, unless the Customer requests otherwise, and the Customer authorizes the Bank to invest the realized profits following the credit date with the same investment terms and conditions of the savings account. The minimum balance required to participate in the pool is QAR 3,000.

12. Any winner of Millionaire draw of previous year draw will not be eligible of subsequent year draw. For example any customer who has won the Millionaire draw in 2015 or 2016 will be excluded from Millionaire draw of 2017.

13. Maximum number of monthly prizes won by any customer will not exceed 3 times the maximum monthly prize. Any customer who has won monthly prizes 3 times will be excluded from the subsequent draws during that calendar year.

Information of the Customer

1. The customer hereby undertakes to provide the Bank all information, explanation and relevant supporting documents related to opening an account when requested to do so.

2. The customer should notify the Bank upon any change in any customer information provided to the Bank.

3. The customer undertakes to provide to the Bank with updated copies of his/her identification documents should they expire or there be a change.

General Conditions

The Bank shall have the right, without giving a prior notice to seize and to set off account balances against any accrued obligation on the account in favor of the Bank under any other account or for any reason whatsoever and whether the obligations of the account holder towards the Bank are present or future. The account holder hereby waives any right whatsoever to dispute the validity of the Bank's records, provided that this shall not be construed as any approval or obligation by the Bank to grant any credit facilities of whatever kind.

Credit and Charge Card Terms and Conditions:

18. Definitions

Account: A credit/charge Card Account held with the Bank by the Cardholder from which the Cardholder authorises payments to be made against all Charges incurred through the Card.

Deposit: The amount in cash (if any) placed with us as Security for the performance of your obligations relating to your Card Account.

Minimum Payment: The amount specified in the Statement of Account, as the amount that you are required to pay on or before the Payment Due Date, in order to keep the Card active.

Payment Due Date: The date specified in the Statement of Account, by which date you must pay the present balance or any part thereof or the minimum payment.

Present Balance / Outstanding Balance: The total debit balance (inclusive of all Charges and fees which shall be debited to the Card Account) outstanding on the Card Account, payable to us in accordance with our records on the date the Statement of Accounts issued.

18.1 The Card:

a) The Card remains the property of the Bank and you must return it to us immediately upon request.

b) Subject to the right of the Bank, in its absolute discretion and without prior notice, the Bank may withdraw the right to use the Card temporarily or permanently, or refuse any request for authorisation of any particular Card Charges.

c) The Bank will not guarantee goods or services purchased on the Card or involve itself in disputes between the Cardholders insurance companies or any other third party.

d) Where the Card is delivered to you by courier it is at the Cardholders risk and the Card will only be handed over to the Cardholder or authorised representative upon receipt of the Cardholder's prior written instructions and at the risk of the Cardholder.

e) The Card must be signed by the Cardholder immediately on receipt and may only be used:

i) by the designated Cardholder whose name appears on the face of the Card;

ii) subject to the current terms of this agreement at the time of use;

iii) within the credit limit as advised to the Cardholder by the Bank from time to time; and

iv) during the validity period embossed on the Card.

v) Debit cards are automatically renewed before their expiration date, unless a written request is sent by the customer 45 days prior the card's expiration date.

f) As the Cardholder you must keep the PIN secret and must not let anyone else know or use the PIN.

g) We shall set the limit and shall notify you of it. We may change the limit at any time and notify you of any changes. You are not allowed to exceed the limit without our prior approval. Should you exceed your limit the Bank has the right to charge a fee.

h) Any Card Transaction originated in a currency other than your Card Currency will be converted to your Card Currency at a rate of exchange determined by VISA. Such transactions will also be subject to a currency conversion fee as determined by the Bank.

i) You must not use your Card for any unlawful purpose, including the purchase of goods or services prohibited by Islamic Shari'a or any applicable laws wherever the Card is used. The Bank has the right to refuse transactions from Merchants deemed prohibited by Islamic Shari'a.

j) If you are required to use the PIN in conjunction with the Card when effecting a Card Transaction at a Merchant or ATM, our record of any Card Transaction effected in conjunction with a PIN shall be conclusively binding on you.

k) To activate the Card you must call us on +974 8008555.

l) You shall ensure that any Supplementary Cardholder takes the steps outlined above in relation to any Card issued to them.

18.2 Cash Advances:

a) You may obtain Cash Advances using the Card in such amounts as may be determined by us from time to time by the following means:

i) by presenting the Card at any branch of the Bank or any branch of a member institution of VISA International which offers such facility, together with internationally recognised evidence of identity, and by signing the appropriate Card Transaction record; or

ii) by using the Card on any of the Bank ATM's or that of any other bank or institution with whom we have an agreement for the use of the ATM of the said bank or institution, in which case the amount of each advance will be further subject to the applicable daily withdrawal limit of the ATM used.

b) Any transfer of funds from your Card to the Bank transaction account (current, investment savings account, investment time deposit account) will be treated as a Cash Advance and will incur normal Cash Advance fees.

c) You shall pay a Cash Advance fee for each Cash Advance you get using the Card. We may from time to time vary the amount of the Cash Advance fee without referring to the customer.

18.3 Payment:

a) The Cardholder will pay the Bank the amount of all Card Charges and any loss incurred by the Bank arising from the use of the Card or which the Bank determines it has suffered as a result of any breach of this agreement by the Cardholder.

b) The principal Cardholder is and shall remain at all times liable for all Charges incurred on his/her Card and any Supplementary Card(s).

c) The Bank reserves the right to demand from the principal and Supplementary Cardholders, severally or jointly to settle all Charges incurred through the use of each and every Supplementary Card.

d) We shall make available to you online/physically a Statement of Account for the Card Account. Non- receipt of the Statement of Account and/or inability to view the Card statements online shall not be construed to be sufficient reason for non-payment of amounts due to us.

e) The Cardholder must verify all Charges shown on the Cardholder statement by checking these against receipts and report any discrepancy within fifteen (15) calendar days from the statement date. The Bank will not accept any responsibility for Charges disputed after such time.

f) You agree to pay to us the total amount of all Charges and fees appearing in the Statement of Account as the present balance, not later than the Payment Due Date.

g) If you do not settle the outstanding/minimum payment by the Payment Due Date, and it remains unsettled at the date of issue of the next Statement of Account, the unpaid amount will be added to the next Statement of Account's minimum payment and is due immediately.

h) You are not allowed to make Card Transactions that exceed the current limit without prior approval from us. You shall immediately upon demand by us, pay the full amount by which the limit has been exceeded and the minimum payment then due. If you fail to make such payment in full, we may cancel the Card immediately without prior notice to you, and the whole outstanding balance on the Card Account shall become immediately due and payable.

i) Any arrears and any Card Transaction made in breach of these terms and conditions shall become immediately payable by you.

j) All payments you make shall be applied in the following order of payment (or such other order as we may think fit):

i) all unpaid fees, Cash Advances, Charges and other costs shown on any previous Statement of Account;

ii) all unpaid fees, Cash Advances, Charges and other costs shown on the current Statement of Account;

iii) all unpaid Card Transactions (excluding Cash Advances) shown on any previous Statement of Account.

iv) all unpaid Card Transactions (excluding Cash Advances) shown on the current Statement of Account; and

v) all Cash Advances and other Card Transactions not yet shown on the current Statement of Account.

k) We may charge fees for any returned unpaid cheques drawn by you/failed standing order in full or partial payment of the outstanding balance, and this shall not affect any of the other legal remedies available to us.

l) You shall make all payments in the Card Currency. If you make payments in any other currency, you shall pay to us all exchange, commission and other Charges or losses we may incur in converting such payments to the Card Currency. Such conversion shall be effected at the prevailing bank rate on the date of exchange, which we may conclusively determine at the date of entry into the Card Account. Any payment you make in the Card Currency will be credited to the Card Account only on the date on which we receive the required funds for value in our books. Whenever a payment is received in any other currency, such a payment shall be credited after the date when the payment is converted to the Card Currency, or when the relevant funds have been received for value by us in Qatar and credited to the Card Account.

m) You shall pay additional Charges in the amounts, which we may prescribe immediately upon request, for the provision of copies of sales/cash advance receipts, Statements of Account, which you may request, and any further service we may provide from time to time.

n) If you dispute a Card Transaction and it is subsequently proven to have been originated by you, we will charge back the original amount of the Card Transaction when it took place and any other fee related/cost incurred due to this.

o) Our acceptance of late or partial payment, cheques or money orders shall not prevent us from enforcing our rights to collect the full amount due from you, or constitute an amendment to these Terms and Conditions.

p) You agree that if any sum shall be due from you to us at any time under the Card Account, or if you shall be liable to us on any banking account or any other account, current or otherwise, in any manner or if you are in default in the provisions of such accounts or in any other banking facilities granted by us to you, the whole outstanding balance on your account shall become immediately due and payable and we may debit any account maintained by you with us to recover such outstanding.

q) Any cheque deposit shall be acceptable for collection and the proceeds shall not be available, until the cheque has been cleared and the proceeds paid to us by the paying bank. Any cash deposit may only be regarded as having been received by us upon our receipt or crediting the same to the Card Account. Any fees and Charges related to cash deposits or cheque collection / clearance will be borne by you.

r) We may at any time demand that you deposit and/or pledge cash collateral in our favour for a specified amount not exceeding the Card Limit, even if such a cheque or cash collateral were not demanded when the Card was issued. If we make such a demand, you shall be treated as having authorised us to insert the date on the cheque and present it for payment on the inserted date against any amount due to us. In case the deposited cheque exceeds the outstanding amount and it is cashed, the surplus amount will be refunded to you.

s) If you choose to settle by way of direct debit, the percentage of the total amount due specified by you when applying for the Card will be debited to your bank account on or immediately after the Payment Due Date. Where a sufficient credit balance is not maintained, we may cancel the Card and charge any relevant fee.

t) You may choose to effect payment from your account with us via Call Centre. We shall not be liable for any loss or delay caused by the use of Call Centre.

u) You shall not transfer funds from one Card Account to another in settlement of the debit balance of one Card Account, except with our prior approval.

v) We will credit the Card Account with the amount of any refund only upon receipt of a properly issued credit voucher from the member establishment.

w) Our records of any Card Transaction or otherwise relating to your Card Account shall constitute evidence of the transaction and we may use any such information as evidence in court.

18.4 Fees and Charges :

a) The Bank may apply a joining fee when the Card is first issued as well as a renewal fee when the Card is renewed annually.

b) If the Card is replaced due to loss or theft, a replacement charge will be posted to the Card Account.

c) A reissue fee maybe charged to the Card Account if the Card is re issued due to the need to reissue the PIN or if the Card is damaged.

d) A renewal fee will be charged to the Card Account even if the Card has been cancelled, with no intention to be renewed, as a result of a late payment meaning there is still an outstanding balance at the expiry date of the Card.

e) Any expenses or fees incurred for the recovery of unpaid payment requests will be charged to the account of the Cardholder.

f) Any Cardholder who is advised to pay and fails to do so within the period prescribed by the Bank shall suffer the recall of his/her principal and Supplementary Cards.

18.5 Supplementary Cardholder :

a) We may issue a Supplementary Card to an individual nominated by you who is minimum eighteen (18) years of age, a member of your immediate family and approved by us. This shall be subject to the Supplementary Cardholder signing the relevant application form and Terms and Conditions, as we may deem necessary.

b) These Terms and Conditions shall apply to the Supplementary Cardholder. Every Supplementary Cardholder shall be jointly and severally liable with you for all Charges and all Card Transactions generated by the use of the primary Cardholder as well as the Supplementary Card. We may commence an action or proceedings against you or the Supplementary Cardholder or both of you.

c) The validity of the Supplementary Card is dependent on the validity of the primary Card. The termination of the Supplementary Card for whatever reason shall not terminate the primary Card or your agreement with us for your Card.

d) Your and the Supplementary Cardholder's undertakings, liabilities and obligations to us and our rights shall not be affected in any way by any dispute, counterclaim or right of set-off, which you and the Supplementary Cardholder may have against each other.

e) You agree to pay to us the amount of any loss, liability, costs and expenses, which we may suffer as a result of any legal disability, or incapacity of the Supplementary Cardholder or any breach of these Terms and Conditions by the Supplementary Cardholder.

f) Supplementary Card Limit is included in the primary Card Limit and primary Cardholder is responsible with Supplementary Cardholder for settlement for the entire spend on both the Cards.

18.6 Card and PIN loss :

a) If the Card is lost or stolen or the PIN is disclosed to any person, you shall immediately notify us on +974-8008555 or +974-44100888 (if calling internationally) and the Police of the country where such loss or theft or disclosure occurred. Such notification shall be followed by signed written confirmation or email through Internet banking within 48 hours of receipt of notice. Until receipt of such confirmation, you will be liable for all Card Transactions. You also undertake to ensure all necessary steps to assist us in recovering the missing Card.

b) You shall be and remain fully liable to pay to us any debit to the Card Account arising from any Card Transactions by any person, whether with or without your knowledge and irrespective of whether they were authorised by you or not.

c) We may issue a replacement for any lost or stolen Card subject to these or such other Terms and Conditions as we may consider appropriate and at a fee determined by us from time to time.

d) If you recover the lost or stolen Card, you must immediately cut it in half and return it to us without using it.

e) As the Cardholder you will exercise all possible care to ensure the safety of the Card and will prevent the PIN becoming known to any other person. The confirmation of the PIN must therefore be destroyed immediately after receipt. Any record of the PIN must be unidentifiable as such and kept entirely separate from the Card. The Cardholder will not disclose the Card number (embossed on the Card) to any third party. The Bank will not be liable for ATM failure or malfunction and whether or not it affects the ability of the Customer to use the Card.

f) You shall not use the PIN after notifying us of its disclosure to any person.

18.7 Termination:

a) You may at any time notify us of your intention to close the Card Account and terminate the use of all Cards issued to you and to any Supplementary Cardholder, by giving us notice in writing and returning to us all such Cards cut in half. The Card Account shall be closed only after you have paid in full all Charges and amounts due under the Card Account and a period of not less than forty-five (45) calendar days has transpired from the date the Card was returned to the Bank.

b) All amounts outstanding on a Card Account, together with the amount incurred by the use of the Card, but not yet charged to the Card Account, shall be payable immediately in full upon termination of the use of the Card.

c) If a Supplementary Cardholder terminates the use of the Supplementary Card, you and the Supplementary Cardholder shall be and shall continue to be jointly and severally liable to us for all Charges and other amounts due under these Terms and Conditions, except that the Supplementary Cardholder whose Card has terminated shall not be liable for Charges and other liabilities incurred by you, and any other Supplementary Cardholder (if any) after our receipt of the terminated Supplementary Card cut in half.

d) We may at any time and without prior notice recall the Card and terminate or suspend your right to use it. You shall immediately after such recall return to us the Card cut in half and pay in full all Charges and amounts due on your Card Account.

e) We shall terminate the use of the Card without notice upon your death, bankruptcy or insolvency or in any situation that the Bank deems appropriate. The Bank reserves the right to recover any outstanding amount from their heirs or attorneys.

f) You shall be responsible for setting off outstanding balances on the Card Account, and shall pay us all expenses and costs that we may incur in recovering such balances.

g) We shall not be liable to refund the joining fee, monthly fee, annual fee or any other applicable fee or any part of such fee on the termination of the Card Account.

h) Upon cancellation of the use of the Card, any Security held by us shall be held for a period of a maximum of sixty (60) calendar days following the cancellation and/or return of the Card, whether cancelled by you or us.

18.8 Exclusion of Liability

a) We shall not be liable for any loss or damage howsoever incurred or suffered by you by reason of us or a Merchant or any bank or financial institution or any ATM or other party refusing to allow a Card Transaction, or accept the Card or the Card number or the PIN or to extend or provide a Cash Advance up to the credit limit or at all.

b) We shall not be responsible for the refusal by any Merchant or member institution of VISA International to honour or accept the Card or for any defect or deficiency in the goods or services supplied to you by any Merchant or, where applicable, for any breach or non performance by a Merchant of a Card Transaction.

c) If there is a dispute between you and us, a Merchant, a bank or financial institution or any other person, your liability to us shall not in any way be affected by such dispute or any counterclaim or right of set-off which you may have against us, such Merchant, or other bank or financial institution or person.

d) We shall not be liable for any disputes brought to our notice by you after thirty (30) calendar days from the date of the relevant Statement of Account.

e) We shall not be liable in any way to you for any loss or damage of whatever nature, due to or arising from any disruption or failure or defect in any ATM or machine or terminal or communication system or facilities or data processing system or transmission link or any industrial or other dispute or anything or cause, whether beyond our control.

18.9 Disclosure of Information:

a) You irrevocably authorise and permit us to disclose and furnish such information that we deem fit concerning you and your affairs including but not limited to the Card Account to our associates, branches, assignees, agents, or other parties.

b) We may check your credit standing at any times as and when we deem fit without reference to you.

18.10 Notices

a) You must promptly notify us in writing of any changes in your name, employment or business and address (email and/or office or residential).

b) Should you be away from the State of Qatar for more than a month, you must settle the Credit Card Account in full seven (7) calendar days prior to departure.

c) If you leave the State of Qatar to take up residence elsewhere, the Card (including any Supplementary Card) must be returned to us cut in half forty-five (45) calendar days prior to your departure and its/their use shall be deemed to be terminated.

d) All demands, notices and other communications sent under these terms and conditions to you and any Supplementary Cardholder shall be deemed to have been sent to both.

e) Instructions sent to us from you by facsimile transmission or through the Bank net shall be considered valid and binding on you and we may act upon instructions received by those means.

f) All communications, Cards, notices, Statements of Account, demands or other documents under these Terms and Conditions may be delivered personally to you or sent by post or email to the last known address which you notified us at your sole risk. Each such communication or other material shall be deemed to have been received and served on you on the day of delivery, if delivered personally or via email and two Business Days after posting, if sent by post.

18.11 General Conditions relating to Charge and Credit Cards:

a) You undertake to pay to us the amount of any loss or damage which our directors, officers and employees, or we may suffer by reason of these Terms and Conditions or by breach of them by you, or arising in any way in connection with your Card Account. If caused by your negligence we may debit all such amounts to your Card Account.

b) In addition to any other right we may have either under these Terms and Conditions or in law, we may at any time and without notice consolidate and combine all accounts which you hold with us, either individually or jointly or with a Supplementary Cardholder, and set-off and transfer any sums held in any such account in satisfaction of any other sums due to us. We may do so wherever such accounts are situated and in whatever currency they are situated at our then prevailing exchange rates.

c) We may from time to time with notice to you change these Terms and Conditions. The retention or use by you of the Card shall be treated as acceptance of any such change. If you do not accept any change, you shall close the Card Account and clauses relating to termination of these Terms and Conditions shall apply.

d) We shall have no liability to you in respect of any facilities or benefits which we may make available to you, which do not form part of these Terms and Conditions. We may withdraw such facilities and benefits at any time without notice.

e) The benefits offered with the Bank credit Cards are provided purely at the discretion of the Bank. The Bank takes no responsibility for any liabilities incurred by the Customer on account of these or any other benefits/services provided with the Bank credit Cards.

f) Pricing is subject to the Bank's discretion and can be changed at any time without prior notice.

18.12 Clauses Specific to Credit Cards :

a) The Bank approves the Credit Card Limit (In compliance with Bank's policy and Qatar Central Bank's regulations) based on the Islamic concept of "Qard Al Hasan" and "Ujrah".

b) You agree to pay to us a non-refundable monthly fee in the amount we may prescribe, and any other fee levied by the Bank. You shall also, at our request, pay us a handling fee for the issue of a replacement Card. The Bank at its own discretion may waive monthly fees if the customer has settled the outstanding balance in full.

c) The Bank reserves the right to charge you fees on any late payments you make, and we will channel a portion of the late fee amounts collected from you to the charity fund maintained by the Bank.

d) We may at our discretion vary the method of calculation of the monthly fees, handling charges, additional charges or any other charges, due to any changes in extrinsic and intrinsic cost/fee structure as well as the period of time within which these fees and charges are payable. None of the fees payable to us under these terms and conditions are refundable.

19. Other General Terms and Conditions :

19.1 The Bank shall, to the extent required any law or regulator, have the right to respond to all queries of other banks concerning the Account(s) without reference to the Account holder. The Customer authorises the Bank to get any official information from any entity in order to update its data, without any liability on behalf of Bank or that entity.

19.2 All accounts opened in the books of Dukhan Bank are subject to the local and international regulations aimed at preventing and countering the account or transactions passing through the account from Facilitating Terrorism and/or being used for Money Laundering.

19.3 In case of the death of the Customer, their Account shall be frozen and no funds in their name with the Bank shall be released to the heirs or their attorneys unless a formal order by the competent court is addressed to the Bank to this effect, and the Bank shall only be responsible from the date on which it has been notified about the death.

19.4 In case the company becomes bankrupt or any event or series of events occurs which has or may have an adverse effect on the company's ability to comply with its obligations to the Bank under this Agreement, the Account shall be frozen until the receipt of the court order.

19.5 The Bank shall not open a current account for minors but may open a saving/ investment deposit account for minors under the signature of their father or a guardian until the minor comes of legal age, then they shall be entitled to receive their funds and operate their account by themselves without the permission of their guardian(s). In case of a minor under guardianship, a decision or judgment of the competent court for lifting the guardianship must be obtained to enable them to operate the account. Minors' accounts are subject to the Islamic Shari'a principles and the Civil Code No. 22 of the Year 2004, and the Law No. 40 of the Year 2004 concerning guardianship over minors' funds.

19.6 Conditions relating to current/call/investment deposit accounts shall apply on the accounts of the juridical entities (company / establishment / organization / clubs / associations and the like), and shall form an integral part of the conditions that identify the judicial entities as well as the conditions of the judicial entities.

19.7 The Bank may close the Customer's Account at any time without giving reasons or notifying the Customer and in this case the Bank's responsibility shall end by issuing a cheque for the Account's balance to the Customer and sending it by mail to the Customer's address, and the Customer shall pay the amount due to the Bank upon receiving the Bank's advice of its intention to close the Customer's indebted Account.

19.8 The Bank will regularly review the status of its relationship with its Customers. Where no Customer originated Account activity has occurred on any of the Accounts associated with the Customer, the Customer relationship shall be defined as dormant. In the case of a saving account, the account will be considered dormant after a period of two calendar years without activity and one calendar year for current account. The term deposit account will be considered dormant after five calendar years without activity. The Bank will continue to make every effort to contact the Customer, however, any unclaimed amounts, together with the details of the customer will be transferred to the General Authority of Minors Affairs of the State of Qatar after a period of (10) ten calendar years from the date of the last Customer originated transaction, in compliance with Qatar Central Bank instructions.

19.9 The Customer shall be responsible for paying the Zakat due on his/her/their funds unless he/she/they authorise the Bank in writing to pay it on his/her/their behalf.

19.10 The Bank has the right to destroy the cheque books/Cards/PIN mailers if they have not been collected by the Customer (as the case may be) within one calendar month (at the most) from the issuance date thereof and the Customer shall submit a new application for re-issuance of any of these items and pay the relevant Charges.

19.11 The Bank reserves the right to vary these terms and conditions from time to time. All such variations will be available on the website and by notifying the Customer through a general notice to be displayed at the Bank's branches and the Customer shall be, thereafter, bound by such amendments. Deposit agreements (saving/call/investment deposits), shall not be amended during their validity without notifying the Customer through a general notice to be displayed at the Bank's branches. If the Bank does not receive an objection from the Customer during fifteen (15) calendar days, then the Customer shall be considered to have accepted such amendment. The amendment shall be effective on the renewal of the deposit if the Bank notifies the Customer of such amendment before the expiry of its term.

19.12 If the Bank does not at any time exercise or enforce (in whole or in part) the full implementation of any clause or obligation set out in these terms and conditions or if the Bank delays the implementation thereof, the same shall not be considered to be a waiver of its right or abandonment of the full implementation at a subsequent time. No waiver of any of these Terms and Conditions or a breach of them shall be given unless in writing and shall not operate as a waiver of any other requirement or breach of these Terms and Conditions.

19.13 The Bank's records and documents shall be considered as evidence of the correctness of the Customer's balance. If, however, the contrary is claimed, for instance in the case of manifest error, the burden of proof shall lie with the Customer.

19.14 The Bank shall have the right to invest the credit balance in the current account and the remaining part of the savings account, call deposits and investment deposits not sharing in Mudaraba Pool and the Bank shall bear the results of such investments.

19.15 The Customer shall not assign or charge the funds held in her/his/their accounts to any other person by way of Security, without the Bank's written consent.

19.16 The Bank may from time to time at its option open any further personal/impersonal accounts(s) in any currency if deemed necessary and advantageous to control, monitor, segregate and/or separate some transactions from others where the Bank has a financial or other interest whatsoever. Such account(s) when opened shall also be governed by the terms and conditions mentioned herein and the Bank shall be considered to hold lawful authority in advance to do so, without requiring additional account opening forms to be signed by the Customer.

19.17 The Bank may invite customers to use or become members of premium branded services, subject to meeting qualification criteria. Similarly where a customer stops meeting the qualifying criteria or the qualifying criteria has changed and the customer has failed to meet the new criteria after being given notice of the change, the bank reserves the right to request the return of premium branded material, including but not limited to Cheque books, Debit Cards, Credit Cards, in replacement for alternative material applicable to the revised service offering.

19.18 We may appoint an agent to collect any sum due from you to us under these Terms and Conditions.

19.19 These Terms and Conditions are binding on you personally and you may not assign your rights and obligations to any other person. The Bank may sub-contract and employ agents to carry out any of its obligations under this contract.

19.20 You agree to sign and deliver to us such further documents as we may request from time to time.

19.21 If any one of these Terms and Conditions is or becomes illegal or unenforceable, the remaining terms and conditions shall continue in full force and effect.

20. Whistleblowing

Customers may raise concerns or report suspected misconduct relating to the Bank in accordance with Dukhan Bank's Whistleblowing Policy, as published on the Bank's official website.

Reports may be submitted through the following dedicated channels:

- Email: whistleblowing@dukhanbank.com
- Hotline: +974 5105 2278

All reports, including those made anonymously, will be treated with strict confidentiality and reviewed promptly in an independent and impartial manner. Dukhan Bank strictly prohibits any form of retaliation against individuals who report concerns in good faith, in accordance with applicable laws and the Bank's Whistleblowing Policy.

21. Applicable Laws and Jurisdiction:

These Terms and Conditions, and all relating matters are subject to the provision of the Noble Islamic Shari'a, advisory opinions (Fatwas) made by Shari'a and Fatwa Supervisory Board of the Bank and the Articles of Association of the Bank as well as the Laws of the State of Qatar to the extent that it does not conflict with the principles of Islamic Shari'a. You and we submit to the non-exclusive jurisdiction of the courts of the State of Qatar. Such submission shall not restrict our rights to bring proceedings against you in any other jurisdiction.

22 A. Anti-money Laundering:

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

22 B. Anti-Fraud & Regulatory Compliance Provisions

22 B1. Account Holds on Suspicious or Fraudulent Proceeds

The Bank shall have the right, without prior notice to the Customer, to place a hold, restriction, or block on any funds credited or standing in the Customer's account(s), whether in whole or in part, if the Bank receives interbank communications, notifications, or information indicating that such funds are suspected to be linked to fraudulent, unlawful, or suspicious activities. Such hold shall be temporary and shall remain in effect until the Bank has completed its internal review and/or until instructions are received from the Qatar Central Bank (QCB) or other competent authorities. The Bank shall not be liable to the Customer for any loss, damage, or delay arising out of or in connection with the exercise of such right, provided that the Bank acts in good faith and in compliance with applicable laws, QCB regulations, and the provisions of Islamic Shari'a.

22 B2. Data Sharing

For the purposes of fraud detection, prevention, and compliance with applicable laws and regulations, the Customer expressly authorizes the Bank to exchange, share, or disclose any relevant account or transaction information with other banks, financial institutions, and competent authorities (including the Qatar Central Bank and law enforcement authorities), provided such disclosure is limited to what is necessary for investigation and regulatory compliance.

22 B3. Reversal / Return of Funds

Where a credit is established or reasonably suspected to be proceeds of fraud or other unlawful activity, or where the Bank is instructed by the Qatar Central Bank or a competent authority, the Bank may reverse, segregate, or remit the relevant funds in accordance with applicable law and regulatory directions, without any liability on the Bank towards the account holder.

23. These Terms and conditions are written in Arabic and English languages. In case of disputes, the Arabic version shall prevail.

24. Acceptance of the Terms and Conditions:

These Terms and Conditions will apply to all accounts currently opened or will be opened in the future by the Customer with the Bank. Pursuant to Qatar Central Bank requirements, the Customer shall be registered for SMS banking as provided by the Bank linked to its mobile number.