

These Terms and Conditions specify what we agree to do for you and what you agree to do regarding the QNB SMS service (the "Service") and its related PUSH services.

By applying for, and using the Service, you agree these Terms and Conditions apply to you ("Terms and Conditions").

When we use "we", "us", or "our", we mean the Service, as part of Qatar National Bank SAQ, Mumbai ("QNB" or "Bank").

We may change, amend or stop either the Service or the Terms and Conditions at any time by giving notice to you by direct communication (by email, text, letter or telephone or any other standard communication channel used by QNB). Other information or changes that may affect your use of the Service will be communicated to you by displaying such information on our website and either by direct communication with you (by email, text, letter or telephone) or by public notice at the Bank's discretion.

These Terms and Conditions shall be in addition to and not in derogation of any other terms and conditions relating to any account and Cards products newly opened and currently held with the Bank, and/or the respective product or the service provided by the Bank. In the event of a conflict between the Account Services Terms and Conditions and these Terms and Conditions, these Terms and Conditions shall prevail.

1. What is the Service?

This service is a PUSH Service notification service and covers notification SMS messages that the Bank will send to your registered mobile number for the purpose of the Services and as mandated by the RBI and the Bank from time to time.

SMS notifications can be triggered by QNB systems for transactions (both Financial and Non-Financial) pertaining to your accounts. Additionally, QNB from time to time sends product updates and campaign related notification SMSs to their registered Customers.

2. Who can use the Service?

Any Customer of the Bank having a saving/current/cash credit/overdraft account with the Bank is eligible to avail the Service. Such a Customer should both be the account holder and the sole signatory or be authorised to act independently. Customers who are joint account holders shall be required to obtain written mandates from other account holders authorising the Bank to provide the Service to the said Customer. An account in the name of a minor, in which the minor is a joint account holder, is not eligible for the Service.

3. SMS PUSH services are required to be enabled by default upon account opening where the customer is obliged to provide his mobile number.

Conditions:

- Customers should be a resident in India and using the service from within India
- Customers should be [18] years of age or older; and
- Businesses, partnerships, and trust bank accounts are excluded from this Service

For the purpose of the Services all QNB Customers are mandated by the RBI and Qatar National Bank INDIA under the terms and agreement and KYC application forms covered upon account opening.

4. Your Agreement

You agree that:

- You will ensure that information you supply for the mobile number/s via the SMS Service is true, complete, and accurate
- You will not let any person use your mobile phone or in case a person does use your phone with or without your consent QNB India shall not be liable for any wrongful transactions, as payments cannot be stopped, cancelled or altered once sent
- It is your responsibility to advise the bank of a lost or stolen phone and to suspend the service by calling our branch in India: +91 22 6229 6300 QNB India will have no responsibility unless you advise or notify our call centre
- the Service is available only for use by residents in India and should not be used in any other country
- You can have a one (1) registered mobile number for this Service

5. Your Responsibilities

Inform the Bank if:

- You have changed your mobile number
- The mobile phone that is linked to your bank Account or Card has been lost or stolen
- Details of a payment have been incorrectly recorded to your Account; and/or
- A charge in relation to a payment has been made to your Accounts or Cards which is not a charge you have authorised.

You acknowledge that:

- The Service provided is dependent on the infrastructure, connectivity, and services provided by service providers engaged by the Bank. Timeliness, accuracy, and readability of alerts sent by the Bank will depend on factors affecting other Service Providers engaged by the Bank
- The Bank shall not be liable for non-delivery or delayed delivery of alerts, error, loss or distortion in transmission of alerts to the Customer
- You shall be responsible for the suspension of the Services
- You must also take any other action, or do what we may reasonably ask you to do, to stop any further use by another person of your Account

6. Accuracy of Information

- The Customer takes responsibility for the correctness of the information supplied by him to the Bank for the use of the Service through any means such as electronic mail or written communication
- The Customer herein accepts that in case of any discrepancy in the information provided by him with regard to the Service the onus shall lie upon the Customer only and thus agrees to furnish accurate information at all times to the Bank. If the Customer suspects that there is an error in the information supplied by the Bank to him, he shall inform the Bank immediately. The Bank will endeavor to correct the error promptly wherever possible on a best effort basis
- The Bank agrees that it shall to the best of its ability and effort try to provide accurate information at all times. However, the Bank shall not be responsible for any inadvertent errors or omissions that may occur due to reasons beyond the control of the Bank

- The Bank shall also not be responsible for any incidental error which occurs inspite of necessary steps being taken by the Bank to ensure the accuracy of the information provided to the Customer and the Customer shall not have any claim against the Bank in the event of any loss/damage suffered by the Customer, as a consequence of the inaccurate information provided by the Bank.

7. Our Responsibilities

We will be responsible for:

- Our employees or agents acting in a fraudulent or negligent way in providing you with the Service; or faults occurring in the Service unless the faults are obvious or you have been told about the faults.

We will not be responsible for:

- Any failure or malfunction of your equipment or any other hardware, software, communication link or network used by you or on your behalf
- Use of the Service for illegal purposes or in such a way that is not intended by the Service
- Any incorrect information obtained using the Service
- The Service becoming unavailable, for whatever reason (including but not limited to the suspension or termination of the Service)
- The loss of your mobile or illegal use of your mobile
- Acts of God, strikes, lock outs, riots, acts of war, epidemics, earthquakes, floods, governmental action, fire, communication line failures, power failures, computer, equipment, or processing system failure or malfunction or any other cause that is beyond our reasonable control

We will inform you through our QNB website under SMS Product Information of ways to safeguard your mobile and the steps you should take to protect access to your mobile, thus eliminating any fraud or unauthorised transactions; however, we cannot be responsible for the security of your mobile phone.

8. Contact Us

If you have any questions, or you need to tell us that you have lost the phone you use with your Account or otherwise think that someone has (or may have) accessed your Account in an unauthorised way, you can contact us by calling our branch in India: +91 22 6229 6300

9. Complaints Procedure

Any complaints about the Service should be raised using the contact details set out above. We will confirm to you that we have received your complaint by a text message sent to your mobile including an incident number; in case your mobile was lost, the incident number will be given to you verbally by the Customer Care Centre agent by phone.

As soon as your complaint is solved, an agent will try to contact you to inform you of the solution, and in case you are not reachable, a text message will be sent out to you confirming that issue is solved, including the same incident number. If the issue remains unresolved, you can request that QNB's representative to pass your concerns onto a Customer Care Manager or you can phone directly on +91 22 6229 6300.

10. The Service Availability

We may suspend the operation of the Service for various reasons. These may include:

- Complying with a court order
- If you have breached our Terms and Conditions

If we suspend the Service we will advise you as soon as practically possible.

We will not normally close your Service until we have given you notice with reasons. However there may be circumstances when we will close your Service without notice. Examples are:

- Complying with a court order
- If you have breached our Terms and Conditions
- If you have acted abusively to our staff.
- We may stop the operation of the Service at any time with or without notifying you and without assigning any reason thereto, for reasons including:

- If we think some threat is posed to our system or part of our system
- For the purposes of carrying out maintenance and administration
- Any other reason QNB deems necessary

If you think that the Service is not available due to a technical fault, you can phone our branch in India on: +91 22 6229 6300

11. Fees and Charges

Initially, the use of the Service will be free of charge. However, we may in the future charge fees and charges for the Service and this will be notified to you. Details of this fee and other fees and charges will be found on the Service page of our public website www.qnb.com/qnbindia

12. Privacy

As part of the registration process for the Service and your ongoing use of the Service, we are required to collect personal information from you. You agree that:

- Personal information (such as your name, address, mobile phone number, and email address) will be held by us for the purpose of enabling you to use the Service
- By registering for the Service, your personal information may be used by us or by our Group Members (for the purposes of providing you with information on other products and services) and market research firms engaged by us to carry out customer surveys for our current and potential products and services
- In order for us to run our business lawfully we may need to disclose your personal information and confidential information relating to the operation of your Account to government or regulatory agencies
- Where, as a part of our normal monitoring processes, we think that your Account is being, or has been, used for illegal or fraudulent purposes we may pass this information on to the appropriate agency for further investigation

13. Alerts

- The alerts will be sent to the registered mobile number on various transactions as specified by RBI and the Bank from time to time. For all channel transactions, alerts will be sent irrespective of the value of the transaction
- The Customer indemnifies the Bank against any fraudulent misuse of his mobile number or sim card for any financial transaction. The Customer is solely responsible to ensure the mobile number is updated with the Bank and for reporting any changes

14. Disclaimer

Debit/Credit Card transaction alerts sent as per regulatory guidelines and Internet Banking transaction alerts do not form part of the Service. Customers who are not registered for the chargeable Service will continue to get these alerts free of charge.

15. Authorisation

- The Customer expressly authorises the Bank to disclose to any Service Provider of the Bank, or any other third party, all Customer information in its possession, as may be required by them to provide the Services to the Customer
- The Customer authorises the Bank to send any message or make calls to his mobile phone to inform him about any promotional offers, including information regarding the Banks' new products either now available or which the Bank may come up with in the future, greetings or any other message that the Bank may consider appropriate
- The Customer irrevocably and unconditionally agrees that such calls or messages made by the Bank and or its agents shall not be construed as a breach of the privacy of the Customer and shall not be proceeded against accordingly
- The Bank shall make all reasonable efforts to ensure that Customer information is kept confidential. The Bank however shall not be responsible for any divulgence or leakage of confidential Customer information

16. Governing Law

These Terms and Conditions and the Service will be governed by the laws of the State of India and you, and anyone using the Service, agrees to the exclusive jurisdiction of the courts of India.