

TERMS AND CONDITIONS FOR NON RESIDENT ACCOUNT

These terms and conditions apply to and regulate the operation of the Savings Account (the "Account") offered by Doha Bank QSC. These terms and conditions shall be in addition to any other terms as stipulated by Doha Bank QSC from time to time.

1. Definitions

In these terms and conditions, the following words and phrases have the meaning stated hereunder unless indicated otherwise:

- 1.1 "Account Opening Form" (AOF) refers to the relationship form for Savings Account / Term Deposit Account
- 1.2 "Customer" refers to any person holding an Account with Doha Bank QSC.
- 1.3 "Quarter" shall mean a financial quarter i.e. April – June, July – September, October – December, January – March in any financial year.
- 1.4 "Services" shall mean the services provided by Doha Bank QSC in connection with the Saving Account / Term Deposit Account and more particularly described in these Terms.

2. Applicability of Terms:

These terms and conditions form the contract between the Customer and Doha Bank QSC. By applying for opening the Account, the Customer acknowledges that he / she has /have read understood and accepted these terms and conditions.

3. Account Opening:

The account opening formalities are governed by the policies of Doha Bank QSC and may be revised from time to time. It may require customer/s to submit duly filled application form/s along with the prescribed set of documents stipulated including Permanent Account No. (PAN) or Form 60/61 from time to time, to the satisfaction of the Bank. The Account cannot be opened for business purposes.

In case the Account is opened with an account opening cheque, Doha Bank QSC reserves the right not to open/activate the Account in the event the account opening cheque is dishonored.

Any transactions undertaken from this account, shall be in compliance of all the FEMA rules, regulations or notifications thereunder.

4. Operating Accounts:

- 4.1 An Account may be opened in the names of:
 - (i) An individual in his/her own name.
 - (ii) Two or more persons in their joint names.
- 4.2 All the Accounts maintained in the name of an individual shall be operated singly by the individual or the Power of Attorney holder of such individual and in the case of joint accounts, by the account holders jointly, or by either of the joint-holder/s or as may be specified by the joint account holder/s in the opening form, or by their Power of Attorney holders and accepted by Doha Bank QSC in its discretion.
- 4.3 In case of joint Accounts, any change in operational instructions or any other information with regard to the Account Opening Form is to be given by all the joint account holders irrespective of the mode of operation.
- 4.4 Doha Bank QSC may send through courier or post from time to time to the mailing address furnished by the Customer, statements of account, balance confirmation certificate, cheque books, Debit cards, various PIN mailers and such other items relevant or pertaining to the Account. It is incumbent upon the Customer to intimate change in mailing address, if any, immediately or within 2 weeks of such a change. Doha Bank QSC shall not be responsible for any loss, damage or consequences for wrong delivery of the above items arising out of non-intimation of change in mailing address.
- 4.5 The Customer is / are expected to examine the entries in the Account statement on receipt, and draw the attention of Doha Bank QSC to any errors or omissions that might be discovered. Doha Bank QSC does not accept any responsibility for any loss arising out of failure on the part of the Customer to carry out examination of entries in the passbook/statement and to point out such error and/or omission within fourteen (14) days from the date of the statement/ updation of passbook.
- 4.6 The Customer shall open the Account with a minimum balance as prescribed by Doha Bank QSC. The Customer shall be responsible for maintaining Average Quarterly Balance ("AQB") during a Quarter. Failure to maintain the prescribed AQB may attract service charges and such charges may be deducted by Doha Bank QSC from the Customer's Account.
- 4.7 The Customers are expected to provide PAN No. or Form 60/61 or any other document as may be prescribed by tax authorities from time to time for opening the Account, acceptance of cash deposits etc. in accordance with the provisions of Rule 114B to 114D of the Income Tax Rules, 1962 and compliance thereof.
- 4.8 I/We agree that in case of a joint account having mode of operation as anyone or survivor, anyone of us, as the account holders, may create a fixed deposit/recurring deposit by placing a request through branches, ATM, phone banking, internet banking or mobile banking channel's as made available by Doha Bank QSC from time to time. I/We agree that such a fixed deposit/recurring deposit shall be created in the name of all the account holders with mode of operation as anyone or survivor and I/we shall be bound by the terms and conditions applicable to such fixed deposit/recurring deposit or to a fixed deposit created by renewing / auto-renewing a fixed deposit. I/We also understand that for availing a loan against such fixed deposit or for premature termination of such a fixed deposit/recurring deposit or any fixed deposit created by renewing / auto-renewing a fixed deposit, written consent of all the fixed deposit/recurring deposit holders would be required in the manner specified by Doha Bank QSC. I/We shall not raise any dispute / claim against Doha Bank QSC for creating/closing a fixed deposit/recurring deposit in the manner specified above and shall keep Doha Bank QSC indemnified against any loss / harm suffered by Doha Bank QSC with respect to any dispute / claim raised by anyone of us or any third party.

5. Cheque Book:

Cheque books may be provided only for such types of Accounts as may be permitted by applicable regulations and as may be determined by Doha Bank QSC in its sole discretion. The terms and conditions hereunder pertaining to cheque book shall be applicable only if cheque book facility is offered by Doha Bank QSC for any Account as permitted by applicable regulations and determined by Doha Bank QSC. A cheque book shall be posted directly to the mailing address of the Customer as available in the Bank's records, provided all the required formalities are completed and the same shall not be provided over the counter. Subsequent cheque books can be requisitioned through the requisition leaf available in the cheque book, subject to satisfactory conduct of the Account in Doha Bank QSC's sole opinion. Cheque books may be issued subject to such fees as may be stipulated by Doha Bank QSC from time to time.

Doha Bank QSC may dishonour and/or return cheques unpaid, which are altered, with or without fraud or forgery, if considered by the Bank to be ambiguous or suspicious in any way, or if received for payment more than three months after the date the cheque is drawn.

6. Safe Keep of Debit Card, Passwords and Cheque Book:

The Customer shall be solely responsible for the safe-keeping and the confidentiality of the statements of account, balance confirmation certificate, cheque books, Debit card and its PIN, user id and passwords relating to internet banking and such other items relevant or pertaining to the Account.

7. Conduct of Account:

7.1 Transactions are entertained normally during banking hours at the branch where the Account is maintained or at any other Doha Bank QSC Branches under Any Where Banking (AWB). Doha Bank QSC shall not be liable for any delay on account of failure of connectivity. AWB will not be available on the day(s) when the branch where the account holder has his/her Relationship, is closed.

8. Dormant Account:

8.1 Doha Bank QSC may classify an Account as

Inactive if there are no Customer-induced transactions for 12 months in the Account

Dormant if there are no Customer-induced transactions for 24 months in the Account. i.e no Customer-induced transactions for 12 months after the Account has become Inactive

9. Collection Facility:

9.1 Cheques, drafts, bills, dividend / interest warrants Refund orders and other instruments issued in favor of the Customer are accepted for collection on Customer's behalf. The collection of outstation instruments entails collection charges. Doha Bank QSC does not accept any responsibility for loss, delay, mutilation or interception of the instruments in postal or courier transit. Doha Bank QSC does not accept or share any responsibility for delay in realisation of such instruments or for the genuineness, validity or correctness of the signatures or endorsements thereon. The drawals against such instruments are permissible only on realisation of proceeds by Doha Bank QSC. Any provisional credit allowed at the discretion of Doha Bank QSC for an instrument under collection is recoverable with interest if the instrument is returned unpaid. Doha Bank QSC has right to disallow any drawings against such provisional credit (shadow balance).

9.2 Doha Bank QSC has the authority to debit the accounts to recover any amount credited erroneously.

9.3 Local cheques, etc., may be tendered for collection sufficiently early in the day as required vis-a-vis the local clearing house timings. Drawals will be normally permitted only against cleared balances as per clearing house rules.

9.4 In cases where a cheque is returned, the amount in respect of which had already been credited to the Customer's Account and/or in respect of which withdrawal was permitted, Doha Bank QSC will debit the amount equal to the amount of the returned cheque. In such cases, if the Account does not have sufficient funds, the outstanding amount shall be deemed to be a temporary overdraft granted to the Customer and the Customer is bound to repay the amount immediately on demand by the Bank. In debiting the amount as aforesaid, Doha Bank QSC would debit the amount credited or the Rupee amount equivalent to the relevant foreign currency denominated cheque whichever is higher. The service charges, penalties and other charges as applicable will also be levied by Doha Bank QSC in such instances.

10. Overdrawing:

If for whatever reasons the Account has a debit balance, Customer shall pay interest and other charges in accordance with Doha Bank QSC's prevalent rates and practice. Any temporary overdraft in the Account should be construed as a one time facility only and not a continuous arrangement, unless otherwise agreed to, by Doha Bank QSC in writing.

11. Charges / Fees:

Charges in connection with the operation of the Account and the Services would be levied at the rates as prescribed by the bank for the respective types of accounts as per schedule of charges and as put up on the Website from time to time. Charges will be debited to the Account at such intervals as may be deemed fit by Doha Bank QSC.

12. Pass Book / Statement of Account:

Doha Bank QSC shall offer, free of cost, to the Customers who are individuals the option of availing a passbook OR a monthly e-mail statement of Account OR monthly e-mail statement of Account as well as Quarterly physical statement of Account. In case of Customers other than individuals, a physical monthly statement of Account shall be issued free of cost by Doha Bank QSC. Customer/s shall also have the option to avail a monthly physical statement of Account.

13. Death or Incompetence :

The Customer agrees to notify Doha Bank QSC promptly if any of the joint account holders or authorized signatory of the Account dies or is declared incompetent by a court. Doha Bank QSC may place a freeze on the Account and stop all operations when any of the joint account holders or authorized signatories dies or is declared incompetent. Doha Bank QSC may retain the freeze on the Account until it establishes the identity and credentials of the successor/beneficiary to its satisfaction.

14. Nomination :

Nomination facility is available for the Account in the names of individuals. Only one nominee is permissible for an Account and the nomination is to be made by the Customer duly witnessed by a third person. The Customer should ensure that he/ she gets/ is given the acknowledgement as per the nomination rules framed by Reserve Bank of India. The Customer is at liberty to change the nominee, through declaration in the appropriate form to revise the nomination during the currency of the Account with Doha Bank QSC.

15. Sharing of Information :

The Customer undertakes and authorises Doha Bank QSC, its Group Companies to exchange, share or part with all the information, data or documents relating to his/her application to other Doha Bank Group Companies / Banks / Financial Institutions / Credit Bureaus / Agencies / Statutory Bodies /Tax authorities /Central Information Bureaus/ such other persons as Doha Bank QSC / its Group Companies may deem necessary or appropriate as may be required for use or processing of the said information / data by such person/s or furnishing of the processed information / data / products thereof to other Banks / Financial Institutions / credit providers / users registered with such persons and shall not hold Doha Bank QSC / its Group Companies liable for use of this information.

16. Change of Terms :

Doha Bank QSC shall have the absolute discretion to amend or supplement any of the Terms at any time. Doha Bank QSC may communicate the amended Terms by hosting the same on the Website or in any other manner as decided by Doha Bank QSC. The Customer shall be responsible for regularly reviewing these Terms including amendments thereto as may be posted on the Website.

17. Non-Transferability :

The Account and the Services provided to the Customer are not transferable under any circumstance and shall be used only by the Customer. However, Doha Bank QSC shall have the right to transfer, assign or sell all its rights, benefits or obligations to any person and these Terms shall continue to be in force and effect for the benefit of the successors and assigns of Doha Bank QSC.

18. Notices :

Notices in respect of the Account, the services and facilities in connection with the Account may be given by Doha Bank QSC either through email or posting a letter to the Customer's address. Doha Bank QSC may also give any notice by posting the notice on the Website and the same will be deemed to have been received by the Customer upon its publication on the Website.

All notices in connection with the Services or the Account by the Customer to Doha Bank QSC shall be in writing and sent to the address as provided below and all notices shall be deemed to be received by Doha Bank QSC only upon acknowledgment of receipt of the same in writing by Doha Bank QSC.

DOHA BANK, Mumbai Branch,
Sakhar Bhavan, Ground Floor,
Plot No. 230, Block No. III,
Backbay Reclamation, Nariman Point,
Mumbai – 400 021, Maharashtra State, India

19. Electronic Transactions :

The Customer agrees to adhere to and comply with all such terms and conditions as Doha Bank QSC may prescribe from time to time, and hereby agrees and confirms that all transactions / Services effected by or through facilities for conducting remote transactions including the Website, Doha Bank QSC 24-Hour Customer Care Centre, World Wide Web, electronic data interchange, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of Doha Bank QSC, for and in respect of the Account, or Doha Bank QSC's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with Doha Bank QSC's terms and conditions for such facilities, as may be prescribed from time to time.

20. Waiver :

No failure or delay by Doha Bank QSC in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies of Doha Bank QSC as stated herein shall be cumulative and not exclusive of any rights or remedies provided by law.

21. Indemnity :

- a) The Customer hereby agrees that the Customer shall, at his/its own expense, indemnify, defend and hold harmless Doha Bank QSC from and against any and all liability any other loss that may occur, arising from or relating to the operation or use of the Account or the Services or breach, non-performance or inadequate performance by the Customer of any of these Terms or the acts, errors, representations, misrepresentations, misconduct or negligence of the Customer in performance of its obligations.
- b) Under no circumstances shall Doha Bank QSC be liable to the Customer for any indirect, incidental, consequential, special or exemplary damages in connection with the Account or the Services.
- c) Doha Bank QSC shall not be liable for any failure to perform any obligation contained in these Terms or for any loss or damage whatsoever suffered or incurred by the Customer howsoever caused and whether such loss or damage is attributable (directly or indirectly) to any dispute or any other matter or circumstances whatsoever.
- d) The Customer shall indemnify Doha Bank QSC as collecting banker for any loss or damage which Doha Bank QSC may incur or suffer by guaranteeing any endorsement or discharge on a cheque, bill or other instrument presented for collection and such guarantee as given by Doha Bank QSC shall be deemed to have been given in every case at the Customer's express request.

- e) The Customer shall keep Doha Bank QSC indemnified at all times against, and save Doha Bank QSC harmless from all actions, proceedings, claims, losses, damages, costs, interest (both before and after judgement) and expenses (including legal costs on a solicitor and client basis) which may be brought against or suffered or incurred by Doha Bank QSC in resolving any dispute relating to the Customer's Account with Doha Bank QSC or in enforcing Doha Bank QSC's rights under or in connection with these Terms and conditions contained herein, or which may have arisen either directly or indirectly out of or in connection with Doha Bank QSC performing its obligations hereunder or accepting instructions, including but not limited to, fax and other telecommunications or electronic instructions, and acting or failing to act thereon.
- f) If any sum due and payable by the Customer is not paid on the due date, including without limitation any moneys claimed under this Paragraph, the Customer shall be liable to pay interest (both after as well as before any judgement) on such unpaid sum at such rate or rates as Doha Bank QSC may from time to time stipulate from the date payment is due up to the date of payment.
- g) The Customer shall solely be responsible for ensuring full compliance with all the applicable laws and regulations in any relevant jurisdiction in connection with establishment of his/her Account with Doha Bank QSC and shall indemnify and keep indemnified Doha Bank QSC from all actions, proceedings claims, losses, damages, costs and expenses (including legal costs on a solicitor and client basis) which may be brought against or suffered or incurred by Doha Bank QSC in connection with any failure to comply with any such applicable laws/regulations.
- h) The indemnities as aforesaid shall continue notwithstanding the termination of the Account.

22. No Encumbrances :

- The Customer shall not create or permit to subsist, any encumbrance or third party interest over or against any account(s) with Doha Bank QSC or any monies lying therein without Doha Bank QSC's express prior written consent

23. Banker's Lien and Set-Off :

Doha Bank QSC shall have the paramount right of set-off and lien, irrespective of any other lien or charge, present as well as future, on all the deposits held/balances lying in any Account of the Customer, whether in single name or joint name(s), to the extent of all amounts payable by the Customer arising as a result of any of Doha Bank QSC's services extended to and/or used by the Customer or as a result of any other facilities that may be granted by Doha Bank QSC to the Customer. Doha Bank QSC is entitled without any notice to the Customer to settle any indebtedness whatsoever owed by the Customer to Doha Bank QSC, whether actual or contingent, or whether primary or collateral, or whether joint and/or several, including without limitation indebtedness under any indemnity given by the Customer to Doha Bank QSC hereunder or under any other document/ agreement, by adjusting, setting-off any deposit(s) and transferring monies lying to the balance of any Account(s) held by the Customer with Doha Bank QSC, notwithstanding that the deposit(s)/ balances lying in such Account(s) may not be expressed in the same currency as such indebtedness. Doha Bank QSC's rights hereunder shall not be affected by the Customer's bankruptcy, insolvency, death or winding-up

24. Governing Law :

The laws of India shall govern these Terms. The Parties hereby agree that any legal action or proceedings arising out of the Terms shall be brought in the courts or tribunals at Mumbai in India and irrevocably submit themselves to the jurisdiction of such courts and tribunals. Doha Bank QSC may, however, in its absolute discretion, commence any legal action or proceedings arising out of the Terms in any other court, tribunal or other appropriate forum, and the user hereby consents to that jurisdiction. Any provision of these Terms, which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of the Terms or affect such provision in any other jurisdiction.

25. Disclosure :

- (a) The Customer hereby irrevocably authorises Doha Bank QSC to disclose, as and when Doha Bank QSC is required to do so by applicable law or when Doha Bank QSC regards such disclosure as necessary or expedient (including but not limited to disclosures for the purpose of credit review of any Account, service/s or credit facilities received by the Customer from Doha Bank QSC whether singly or jointly with others or otherwise), any information relating to the Customer, his/her Account(s) or other assets or credit facilities whatsoever held on the Customer's behalf to:-
 - 1) the head office, affiliates or any other branches or subsidiaries of Doha Bank QSC;
 - 2) his/her auditors, professional advisers and any other person(s) under a duty of confidentiality to the Bank;
 - 3) vendors, installers, maintainers or servicers of Doha Bank's QSC computer systems;
 - 4) any exchange, market, or other authority or regulatory body having jurisdiction over Doha Bank QSC, its head office or any other branch of Doha Bank QSC or over any transactions effected by the customer or the Borrower or for the customer's or the Borrower's account;
 - 5) any party entitled to make such demand or request;
 - 6) any person with whom Doha Bank QSC contracts or proposes to contract with regard to the sale or transfer or sharing of any of its rights, obligations or risks under the Terms;
 - 7) any person (including any agent, contractor or third party service provider) with whom Doha Bank QSC contracts or proposes to contract with regard to the provision of services in respect of the Customer's or the Borrower's account(s) or Facilities (as the case may be) or in connection with the operation of Doha Bank QSC's business;
 - 8) any person employed with, or engaged as an agent by, the Bank or its head office or affiliates, including any relationship officers for the purposes of or in connection with interactions with the Customers or providing services to the customers or the Borrower's or processing transactions pertaining to the Customers' or the Borrower's accounts or Facilities; and

- 9) to enable Doha Bank QSC to centralise or outsource its data processing and other administrative operations) to Doha Bank's QSC head office, its affiliates or third parties engaged by the Bank for any such services/operations.
- (b) The Customer hereby agrees and consents that Doha Bank QSC shall be entitled, in connection with the Customer's application for any account, facilities or services provided by Doha Bank QSC, or during the course of the Customer's relationship with Doha Bank QSC, to obtain and procure information pertaining to the Customer or any of his/ her/ its accounts, legal or financial position from whatever sources available to Doha Bank QSC.

26. Closure of the Account :

*Doha Bank QSC reserves the right to close or freeze the Account(s), after due notice to the Customers for reasons which may include, but not limited to, the following:

1. In case any of the documents furnished towards Identity and address proof are found to be fake / forged / defective;
2. The Account opening cheque is returned unpaid for financial reasons/ signature not matching;
3. In case fraudulent / forged / fake cheques / bank drafts or any such instruments are attempted to be cleared / cleared through the Account;
4. In case of frequent returns of inward / outward cheques in the Account;
5. In case a debit balance for reasons, including but not limited to, non-repayment in case of facilities offered by Doha Bank QSC, where repayment is to be made through Customer's Account; reversal of wrong credit; any temporary overdraft granted to the Customers by in the Bank in relation to any facility or otherwise, etc., is allowed to continue for more than 90 days in the Account;
6. Improper conduct of the Account in terms of volume / type of transactions;
7. For unsatisfactory conduct of the Account.

The Customers shall be solely liable for return of cheques / dishonouring of any instruments consequent to such closure and all costs / charges arising out of such closure / freezing of the Account(s).

Upon closure of the Account(s) for any of the reasons specified above or otherwise, the Customer shall take steps to collect any balance amount in the Account, if any, and till such time the Customer collects such amounts, Doha Bank QSC reserves the right to keep such amounts in a special office account without any interest being payable on the same.

27. Force Majeure:

Doha Bank QSC's obligations contained herein will be subject to any occurrence resulting in prevention from or delay or interruption in performing its obligations if such prevention, delay or interruption is due to Force Majeure event, [which would include any event beyond the reasonable control of Doha Bank QSC, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government, changes in legislation and other allied acts of regulatory nature] then Doha Bank QSC shall not be deemed to be in default so long as any such cause or the effect thereof persists (provided that this shall not prevent the accrual of interest on any outstanding amount which would have been payable but for this provision) and during a reasonable period thereafter within which any such obligations are not capable of being fulfilled. Doha Bank QSC shall not be liable for any action or claim, from any party, arising out of its inability to perform the obligations for the reasons stated herein.

Disclaimer:

"Doha Bank QSC may, at its sole discretion, utilize the services of external service provider/s or agent/s and on such terms as required or necessary, in relation to its products/services."