

TERMS AND CONDITIONS GOVERNING THE USE OF THE QFC REGULATORY AUTHORITY'S ELECTRONIC REPORTING SYSTEM

These terms and conditions ("Terms of Use") govern the use of the online reporting facility and related intellectual property rights ("Reporting System") made available through the website by the Qatar Financial Centre Regulatory Authority of QFC Tower, West Bay, PO Box 22989, Doha, Qatar ("Regulatory Authority") at www.qfcra.com ("Website").

All defined terms used in these Terms of Use shall have the meaning given to them as set out in these Terms of Use or, if the term is not defined in these Terms of Use, as otherwise set out in the Interpretation and Application Rulebook, the General Rulebook or other applicable Regulations or Rules for the time being in force in the Qatar Financial Centre ("Applicable Laws").

The Applicable Laws are published on the Regulatory Authority homepage.

1. USE OF THE REPORTING SYSTEM

1.1 Any Firm authorised by the Regulatory Authority to carry out Regulated Activities or licensed by the QFC Authority to engage in activities of that of a Designated Non-Financial Businesses or Profession (DNFBP) as described in AML/CFTR 1.3.3, hereinafter collectively referred to as a "Firm", may access the Reporting System and use the online forms generated by the Reporting System solely to enable the submission of information and/or data ("Electronic Submissions") to meet the relevant reporting obligations of the Firm under the Applicable Laws. Accordingly, the Firm may:

- (i) access, retrieve, display on a computer screen only and enter information and data into online forms and other content ("Content") as generated by the Reporting System;
- (ii) print copies of the Content; and
- (iii) temporarily store the Content in electronic form by automatic page caching.

1.2 As stated in Clause 2, access to the Reporting System on behalf of a Firm is restricted to persons who have been nominated by the Firm and accepted for such purposes by the Regulatory Authority. An individual who has been accepted by the Regulatory Authority and granted rights of access to the Reporting System is referred to in these Terms of Use as a "Permitted Individual User". Before submitting any document to the Regulatory Authority by means of the Reporting System, the Permitted Individual User submitting the document is required to affirm acceptance of these Terms of Use on behalf of the Firm by clicking on the **'I agree to the Terms of Use and Sign in'** button on the Login webpage thereby agreeing to be bound by these Terms of Use as amended from time to time.

1.3 The Firm may not use the Reporting System and/or any part of the Content:

- (i) for commercial purposes;
- (ii) to interfere with another party's access to or use of the Website and/or the Reporting System;
- (iii) to take any action that will or could impose an unreasonable or disproportionately large load on the infrastructure that supports the Website and/or the Reporting System;
- (iv) to download or upload files or programs (including viruses, worms, cancel bolts, corrupt files, trojan horses or similar) that may damage or impair the operation of the Website, the Reporting System, the Regulatory Authority's networks, and/or any other systems or equipment operated or used by the Regulatory Authority;
- (v) to distribute or publish any obscene, infringing, blasphemous or unlawful material;

- (vi) for resale purposes including the extraction and/or use or re-use of any part of the Website, the Reporting System or the Content;
- (vii) to download (other than page caching) or modify the Content or any portion of it;
- (viii) to interfere with or disrupt any equipment, network or website connected to the Website or Reporting System or gain unauthorised access to other computer systems; or
- (ix) for any purpose which is unlawful or contrary to the conventions and sensitivities in the State of Qatar.

1.4 In addition, the Firm may not in relation to the Reporting System use any:

- (i) data mining, robots, or similar data gathering and extraction tools;
- (ii) framing techniques to enclose the trade marks, logos and other proprietary images, text, layouts and formats which the Regulatory Authority uses; or
- (iii) meta tags or any other "hidden text" which uses the Regulatory Authority's name or trademarks or the name or trademark of any licensor of the Regulatory Authority.

1.5 Except as expressly provided in these Terms of Use, the Firm does not have any right to link to the Reporting System or to use any intellectual property rights displayed, used or contained within it.

1.6 The Firm acknowledges and agrees that the Regulatory Authority is entitled at any time to stop or cancel the Firm's access to, or use of, the Reporting System for such time as the Regulatory Authority considers necessary with or without any prior notice or warning.

2. LOGIN AND PASSWORD

2.1 Each Firm is responsible for internally designating individual personnel who are to have access to the Reporting System on its behalf. The Firm is responsible for ensuring that access to the Reporting System is restricted to persons who are Permitted Individual Users who have been accepted for such purposes by the Regulatory Authority in accordance with this Clause 2.

2.2 As set out in the Electronic Submission System (ESS) Guide, in order to become a Permitted Individual User for an Firm, each relevant individual must be nominated by the Firm's Senior Executive Function (SEF) and accepted by the Regulatory Authority, following which the individual will be granted the status of a Permitted Individual User and provided with log-in and password information to access the Reporting System.

2.3 Each Permitted Individual User nominated by an Firm shall obtain his/her own individual log-in and password information to access the Reporting System as further provided for in the ESS Guide. Login and password information relating to the Reporting System are strictly for use only by the specific Permitted Individual User to whom they have been granted, and each Permitted Individual User must keep his/her login and password information secret at all times and must not disclose such information to any other person.

2.4 In instances where immediate access to the Reporting System is required and no Permitted Individual User in the relevant user class (i.e., Approved Individual, Required Individual or Document Administrator) is available, the Firm must nominate another qualified individual to perform the said functions on its behalf and, on acceptance by the Regulatory Authority of such person as a Permitted Individual User, that individual will be provided with his/her own unique login and password information as provided for in the ESS Guide. In such instances, the Regulatory Authority Helpdesk

should be contacted directly to request that the application for login and password information be expedited.

2.5 If a Permitted Individual User's login and password information is lost, stolen or becomes inoperative, the individual must inform both the SEF of the Firm and the Regulatory Authority Helpdesk immediately so that new login and/or password information may be issued. Without prejudice to clause 6.5 of these Terms of Use, the Regulatory Authority shall not be liable for any loss or damage that the Firm or any related entity or individual may suffer in relation to or arising out of any Permitted Individual User's login and password information being lost, stolen or inoperative.

3. ELECTRONIC SUBMISSIONS

3.1 The Firm hereby confirms that:

- (i) each Electronic Submission made by it shall comply with all Applicable Laws; and
- (ii) where linked files or attachments are submitted by the Firm to the Regulatory Authority (whether as part of an Electronic Submission or otherwise), such linked files or attachments are free from any contaminants (including viruses, worms, cancel bolts, corrupt files, trojan horses or similar).

3.2 If any Electronic Submission is inaccurate, incomplete and/or does not comply with any Applicable Laws, the Reporting System may alert the Firm to such inaccuracy, incompleteness or non-compliance and/or may prevent the Firm from submitting its complete and correct Electronic Submission to the Regulatory Authority.

3.3 If it appears to the Regulatory Authority that any Electronic Submission is inaccurate, incomplete and/or does not comply with any Applicable Laws, the Firm must in accordance with the relevant Applicable Laws correct all inaccuracies, incompleteness and/or non-compliance.

3.4 The Firm hereby agrees that:

- (i) it shall at all times be and remain responsible for checking and ensuring that its Electronic Submissions are complete, accurate and correct;
- (ii) it shall at all times be and remain responsible for complying with all Applicable Laws in relation to the Electronic Submissions; and
- (iii) the Regulatory Authority is under no obligation whatsoever to alert or inform the Firm of any inaccuracies, incompleteness and/or non-compliance in or in relation to its Electronic Submissions except where any such obligation is expressly provided for in any Applicable Law.

4. INTELLECTUAL PROPERTY

4.1 The Firm hereby agrees that all intellectual property rights in the Reporting System and all Content including all forms, templates, text, graphics, designs, logos, buttons, icons, images, data compilations and software used in connection with the Reporting System, is owned by the Regulatory Authority, its suppliers and/or licensors, and that the Firm has no right, title or interest in such intellectual property rights except as expressly provided for in these Terms of Use.

4.2 Provided that the Firm complies and continues to comply with these Terms of Use, the Regulatory Authority hereby grants the Firm a revocable, non-transferable and non-exclusive license to use the Reporting System and the Content for the purposes set out in clause 1.1 of these Terms of Use.

4.3 Any intellectual property rights in the Firm's information and data shall be owned by the Firm provided that the Firm hereby agrees that all intellectual property rights in each Electronic Submission

(containing information and/or data submitted by the Firm) made by the Firm shall vest in the Regulatory Authority.

4.4 The Firm hereby agrees that:

(i) the Regulatory Authority may use, reproduce, manipulate, modify, adapt and/or run reports using any Electronic Submissions or information and data provided in such submission) at any time and for any purpose as the Regulatory Authority may reasonably require or otherwise deem necessary; and

(ii) the Regulatory Authority owns all intellectual property rights in all works created as a result of any activity carried out under clause 4.4(i) of these Terms of Use.

4.5 The Firm shall at its own cost or expense do or procure the doing of all such further acts, and shall execute or procure the valid execution of all such documents, as may from time to time be necessary to vest the full benefit of the intellectual property rights in Electronic Submissions made by the Firm and/or the works created as a result of any activity under clause 4.4(i) of these Terms of Use in the Regulatory Authority.

5. AVAILABILITY AND CONNECTIVITY

5.1 Use of the Reporting System requires internet connectivity and telecommunications links. The Firm is responsible for making the necessary arrangements and for any costs or charges that may be incurred by it in relation thereto or to secure access to, view and/or use the Reporting System.

5.2 Although the Regulatory Authority will make reasonable efforts to provide that the Reporting System is available at all times during its normal business hours, no guarantee, warranty or commitment express or implied is given by the Regulatory Authority with regard to such availability.

5.3 The Regulatory Authority gives no assurance or warranty that the Firm's access to the Reporting System and/or the Website will be uninterrupted, free from faults, errors or omissions, or that any defect whether identified or not, will be corrected.

5.4 In addition to the other rights of the Regulatory Authority as set out in these Terms of Use, the Regulatory Authority may suspend or restrict access to the Reporting System to allow it or its suppliers to carry out any updating, maintenance and repairs that may be considered necessary. In these circumstances, the Regulatory Authority will endeavour to restore access to the Reporting System as soon as possible.

5.5 Any problems regarding access to the Reporting System should be reported by the Firm to the Regulatory Authority Helpdesk as soon as possible.

6. LIMITATION OF LIABILITY

6.1 The Reporting System is provided by the Regulatory Authority on an "as is basis" and no assurance or warranty (express or implied) is given that it or the Content is accurate, complete, correct or error-free. The Regulatory Authority accepts no responsibility for any errors or omissions or for any technical difficulties experienced by the Firm with the Reporting System and/or Content.

6.2 Except as expressly provided in these Terms of Use, the Regulatory Authority does not make or give any warranties, representations, commitment or other promise of any kind (whether implied, express or statutory) in connection with the Reporting System or any Content.

6.3 The Regulatory Authority gives no assurance or warranty that the Reporting System and/or the Content (or any part thereof) is free from any viruses, worms, trojan horses or other malicious, destructive or corrupting code, agent, program or macros.

6.4 The Regulatory Authority does not make any representations or warranties regarding the accuracy, functionality or performance of any third party software or systems used in connection with the Website and/or Reporting System.

6.5 The Regulatory Authority shall not be liable to any person for any loss or damage which may arise from the use or misuse of the Website, Reporting System or any Content (including loss of revenue, profits, contracts, anticipated savings, wasted expenditure, data or goodwill) provided that nothing in these Terms of Use shall exclude or limit the liability of the Regulatory Authority to the Firm to the extent that such liability cannot be excluded or limited under any Applicable Law.

6.6 The Firm shall indemnify the Regulatory Authority from and against any and all losses, damages, costs and expenses (including reasonable legal fees) arising out of or related to the use or misuse by the Firm of the Reporting System, the Website and/or any part of the Content.

7. THIRD PARTY SITES

The Website may include links to third party websites ("Third Party Site(s)") from time to time. The Firm acknowledges and agrees that the Regulatory Authority shall not be responsible for the availability of such Third Party Sites and shall not be responsible or liable for any content or services available from such Third Party Sites. The Firm should check the applicable privacy statements and terms and conditions of use for such Third Party Sites.

8. ALTERATIONS TO THESE TERMS OF USE

The Regulatory Authority may amend these Terms of Use at any time. The Firm will be subject to the amended Terms of Use from such time as a Permitted Individual User acting on behalf of the Firm signifies acceptance of the amended Terms of Use by clicking on the **'I agree to the Terms of Use and Sign in'** button on the Login webpage and/or uses the Reporting System after the Terms of Use have been amended.

9. WAIVER

9.1 The Regulatory Authority shall not be deemed to have waived any rights unless express notice of such waiver is given in writing. Any failure to enforce any of the rights or remedies of the Regulatory Authority or any forbearance, delay or indulgence granted or allowed to the Firm shall not be and shall not be construed to be a waiver of any of the rights of the Regulatory Authority.

9.2 If the Firm breaches these Terms of Use and the Regulatory Authority grants a waiver in respect of that particular breach, the Regulatory Authority will remain entitled to rely on its rights and remedies in other situations where the Firm is in breach of these Terms of Use.

10. SEVERABILITY

If any provision of these Terms of Use is held by any competent court or authority to be void, invalid or unenforceable in whole or in part, the validity or enforceability of the other provisions of these Terms of Use and the remainder of the provisions in question shall not be affected.

11. THIRD PARTY RIGHTS

A person or entity who is not a party to these Terms of Use shall have no right to enforce any term of these Terms of Use.

12. GOVERNING LAW AND JURISDICTION

These Terms of Use are governed by and construed in accordance with the laws of the Qatar Financial Centre. The Regulatory Authority and the Firm agree to submit to the exclusive jurisdiction of the Qatar Financial Centre Civil and Commercial Court.

13. HELPDESK DETAILS

Refer to the Regulatory Authority Website for help desk contact details.

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