

Terms and Conditions

1. The Service:

- a. Secure Checkout, is a service provide the Masraf Al Rayan's customer (the "Customer") with additional security while you shopping online using your Masraf Al Rayan credit, corporate and prepaid cards on merchant websites which subscribe to the services of Secure Checkout.
- b. Masraf Al Rayan provides this Service to the Customer; however, Masraf Al Rayan may use third party service providers to operate the Service or part of it.
- c. In order to use Secure Checkout, the Customer must have the ability to access the internet and must be able to pay any service fees associated with such access by using Masraf Al Rayan Credit, Corporate or Prepaid Card. In addition, the Customer must have the equipment necessary to make such a connection to the internet, including a computer and/or other relevant device.
- d. The Customer need to register a valid, latest up-to-date mobile phone number with Masraf Al Rayan to use Secure before using Secure Checkout.
- e. To prevent unauthorised use of your credit, corporate and prepaid cards online, Secure Checkout introduces a new security step during an online payment with certain merchant websites.
- f. Every time the Customer try to make an online payment with a Secure Checkout registered merchant, the Customer will be asked for a unique OTP as described herein below.
- g. When the Customer use Secure Checkout for the first time, the Customer will be directed to MAR's Secure Checkout webpage.
- h. The Customer will be asked each time makes an online payment, to click on a button to request the OTP. A unique OTP will then be sent by SMS to the Customer's mobile or email as per the option selected by the Customer. The Customer has to ensure before clicking on the request button that Masraf Al Rayan have his latest mobile number /email address.
- i. The OTP number which will be sent to the Customer will be unique for each transaction and will be valid for 5 minutes.
- j. If your OTP is incorrect, the Merchant may reject your transaction.

2. Privacy Policy, Cardholder Password and Security:

- a. The Customer will comply with all applicable laws, statutes, ordinances, and regulations while using Secure Checkout or this website and while purchasing and using of goods and services. This includes complying with any or all laws of countries other than the State of Qatar which apply to the use of Secure Checkout.
- b. The Customer also acknowledge and agree that you have the following responsibilities:
 1. to verify that the information entered on all Merchant order forms is accurate;
 2. to verify that the information displayed in the Secure Checkout transaction screen is correct for each purchase;
 3. to make full and timely payments for any purchases made involving Secure Checkout or this website;
 4. to be fully responsible for all transactions or other activities that occur or are undertaken under your user name and Secure Checkout OTP;
 5. to safeguard the confidentiality of your user name and Secure Checkout OTP for Secure Checkout and/or this website;
 6. to immediately report to Masraf Al Rayan if your Secure Checkout OTP for Secure Checkout or this website are stolen or compromised; and
 7. to defend, indemnify, and hold harmless Masraf Al Rayan and its service providers from all third party claims.

3. Customer's Conduct:

1. The Customer should not:
 - a) upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment used by Secure Checkout;
 - b) spam or flood the Secure Checkout website or service;
 - c) modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Secure Checkout website or service or the software used in connection with Secure Checkout;
 - d) remove any copyright, trademark, or other proprietary rights notices contained in Secure Checkout;
 - e) "Frame" or "mirror" any part of the Secure Checkout website or service without the prior written authorisation from Masraf Al Rayan;
 - f) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Secure Checkout website or service or its contents;
 - g) otherwise interfere with, or disrupt, Secure Checkout or servers or networks connected to Secure Checkout, or violate these Terms and Conditions or any requirements, procedures, policies or regulations of Secure Checkout or of any networks connected to Secure Checkout
 - h) intentionally or unintentionally violate any applicable local, state, national or international statute, regulation, regulatory guideline or judicial or administrative interpretation, or any rule or requirement established by Masraf Al Rayan or by Masraf Al Rayan's service providers in connection with your use of Secure Checkout;
 - i) not use Secure Checkout or this website in a manner that would: (i) infringe any third party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; (ii) be fraudulent or involve the sale of counterfeit or stolen items; (iii) violate any law, statute, ordinance, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising); (iv) be false, misleading, or inaccurate; (v) create liability for Masraf Al Rayan or for Masraf Al Rayan's service providers or cause Masraf Al Rayan or any of Masraf Al Rayan's service providers to lose (in whole or in part) the services of the third party providers; (vi) be defamatory, trade libellous, unlawfully threatening, or unlawfully harassing; or (vii) be obscene, pornographic, or contain child pornography;
 - k) to refrain from gaining access or attempting to gain access to any information, software or data on Masraf Al Rayan or Masraf Al Rayan's service providers servers or otherwise within their control which is encrypted, protected by security procedures or devices or (except for your personal information) otherwise not generally made available to the public; or l) to refrain from using Secure Checkout or this website in a manner which will or might interfere with the full use and enjoyment by other users of Secure Checkout or this website.
2. The Customer acknowledge that various goods or services offered from Merchants may be prohibited in your geographic area.

4. Data Confidentiality:

Registering for Secure Checkout involves providing personal information and this information may be used in accordance with the data sharing provisions in the general terms and conditions, whether for Corporate or Personal banking customers. This means that the Customer's data may be shared with third parties and outside the country in which the Customer bank with Masraf Al Rayan. We may also verify your identity or suitability for the service by using data available from third parties such as credit reference agencies.

5. No Liability:

Masraf Al Rayan will not be liable to the Customer or any third party for any modification, suspension or discontinuance of Secure Checkout.

Under no circumstances will Masraf Al Rayan be liable for any consequential, incidental, special or indirect losses or other damages, such as any damage to the Customer's computer or telephone service resulting from the use of Secure Checkout.

Masraf Al Rayan shall not accept any responsibility for, and will not be liable for, any damages to, or any viruses, which may affect, the Customer's computer equipment or other property because of your access to, use of, or downloading from, this website.

6. Dispute with the retailer:

The Customer correspondence or business dealings with, or participation in promotions of, online retail or other merchants on or through Secure Checkout including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between the Customer and such merchant. Any dispute with the merchant is solely between the Customer and the merchant and Masraf Al Rayan shall not be responsible or liable for any loss or damage of any sort incurred as a result of any such dealings.

By making Secure Checkout available to the Customer, Masraf Al Rayan is not indicating that Masraf Al Rayan recommend or endorse any Merchants, nor do Masraf Al Rayan verify their identity.

7. Ownership:

Secure Checkout and this website are owned by Masraf Al Rayan and/or Masraf Al Rayan's service providers. Any materials provided to the Customer are merely licensed to the Customer.

Secure Checkout and this website are protected by copyright and other laws of the State of Qatar and other countries. Masraf Al Rayan and/or its suppliers retain all right, title, and interest in Secure Checkout and this website and all content, information, websites, software, and other materials related thereto, excluding certain content and technology which may have been created and/or is owned by retailers or third parties.

Some of the names referenced in this website are trademarks or registered trademarks. You agree not to use any trademarks referenced or any confusingly similar marks for any purpose without the express prior written consent of the owner of the mark in each instance.

8. Termination:

The Customer may de-activate the Secure Checkout registration and the Customer may re-activate it at any time by calling Masraf Al Rayan on the number on Masraf Al Rayan's website.

Masraf Al Rayan may need to discontinue or suspend Secure Checkout and Masraf Al Rayan may do this immediately for any reason. Masraf Al Rayan will not be liable to if the discontinuation causes any loss.

Although Masraf Al Rayan may discontinue the service for any reason, Masraf Al Rayan will discontinue or suspend the service, if any of the data provided by the Customer is incorrect, not current or incomplete, or if Masraf Al Rayan have reasonable ground to suspect it might be. Masraf Al Rayan may also need to discontinue the service for a regulatory or legal reason.

9. General Terms and Conditions:

- a) Masraf Al Rayan Credit Card, Corporate Card and Prepaid Card product terms and conditions continue to apply in addition to these Terms and Conditions, so for example, there are separate terms and conditions which apply to Customer's credit, corporate and prepaid cards.
- b) The Customer is responsible for all transactions carried out using the service and for repayment of any debt that arises from use of the service.
- c) Please review the credit, corporate or prepaid card terms and conditions for the rules applicable to unauthorised relating to transactions on the credit, corporate and prepaid card.

10. Governing Laws – Disclaimer of Warranties:

By accepting these Secure Checkout Terms and Conditions, the Customer agree to defend, indemnify and hold harmless Masraf Al Rayan and Masraf Al Rayan's service providers from and against any and all third party claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or related to any breach or alleged breach of this Agreement or any use of Secure Checkout.

Secure Checkout terms and conditions shall be subject to the applicable laws of the State of Qatar and all disputes shall be referred exclusively to the State of Qatar Courts.

11. Notice:

Masraf Al Rayan may vary these Terms and Conditions. If Masraf Al Rayan do so, Masraf Al Rayan will upload the latest version on its website and by continuing to use Secure Checkout, Masraf Al Rayan will deem that as an accepted for the latest version.

Any notice relating to these terms and conditions may be through any of a number of channels, which could include uploading the new terms and conditions on the website, sending an SMS or other electronic means of communication.