

## Acceptance of Roshan Digital Account Terms & Conditions (T&Cs)

“**Account Holder**” or “**Customer**” shall be any person, who opens/ intends to open Roshan Digital Account with Bank AL Habib Limited either he/she/Other or entity is a

- i. Non-resident Pakistani (NRP) having NICOP, CNIC, SNIC;
- ii. Foreign National holding a Pakistan Origin Card (POC);
- iii. Government of Pakistan's employee posted abroad;
- iv. Member of Overseas Pakistani Foundation;
- v. Foreign National (Non-Pakistani)
- vi. and, Foreign Business (Registered Outside Pakistan)

“**Account**” shall mean a Roshan Digital Account and represents following account types as allowed under Foreign Exchange Manual issued by State Bank of Pakistan and may be either of the following types:

- i. PKR Non-Resident Repatriable Overseas Pakistanis Account (NRVA Account).
- ii. FCY Non-Resident Repatriable Overseas Pakistanis Account (FCVA Account).
- iii. PKR Non-Resident Repatriable Foreign National Account (NRVA Account)
- iv. FCY Non-Resident Repatriable Foreign National Account (FCVA Account)
- v. PKR Non-Resident Repatriable Business Value Account (NRBVA Account)
- vi. FCY Non-Resident Repatriable Business Value Account (FCBVA Account)

I/WE, THE ACCOUNT HOLDER, HEREBY EXPRESS ACCEPTANCE OF THE FOLLOWING TERMS & CONDITIONS FOR THE ACCOUNT:

1. The Account Holder can open NR and NRP Rupee Value Account (NRVA) or Foreign Currency Value Account (FCVA), as defined in Chapter 8 and 6 of FE Manual.
2. Account can only be fed by foreign inward remittances originating from the Account Holder himself/herself/Itself through formal channels (banks or authorized exchanges companies or Money Transfer tie-ups abroad).
3. If the Account Holder desires to use this account for purposes other than specified below, then the bank may, in its absolute discretion, and in line with internal policies and applicable laws & regulations, conduct an enhanced due diligence and, if required, may obtain further information/ documents as required under AML/CFT regulations or any other applicable policies, laws, regulations etc.
4. Basic account features for the Account may include online banking, permissible investments proceeds, Debit Card facility, Cheque book facility, bill payments in Pakistan, Inter/Intra bank Fund Transfers in Pakistan).
5. Terms & Conditions for NRVA: -  
All operations in NRVA shall be governed by the terms set out herein below:
  - i. General Instructions.
    - a) Bank may allow operations of NRVA Account through the digital channels e.g. internet/mobile banking, ATM/ Debit cards, besides the conventional modes in practice. Customer may opt cheque book if required.
    - b) Bank may allow non-resident Pakistanis/foreign nationals to open the account jointly with other residents/non-residents/foreign nationals, as per applicable laws/banking practices. These accounts should, however, be treated as non-resident accounts.
    - c) In case the account becomes dormant due to non-operation as per the existing regulations, it can be made operative by fulfilling required formalities at a branch or digitally through registered email address.
    - d) Bank will ensure ongoing monitoring of account to mitigate Money Laundering/Financing Terrorism risk.

ii. Credits to the NRVA:

NRVA can be credited for the following purposes:

- a) Remittances received from abroad through banking channel.
- b) Transfer of funds from account holders own Foreign Currency Value Account (FCVA) and other NRP Rupee Value Account (NRVA) with Bank AL Habib.
- c) Proceeds from disinvestment/sale/maturity of Government of Pakistan's debt securities, residential and commercial real estate, quoted shares, term deposits, and profit/rent/dividend/ /interest on such securities/properties/shares/ deposits received on account of investments made from the account.
- d) Reversal of any incorrect/wrong debit in the account

iii Debits to the NRVA:

NRVA can be debited for the following purposes:

- a) Investments in the following, provided that the relevant laws/regulations permit such investment:
  - i. Registered Debt securities of Government of Pakistan (T-bills, PIBs, Sukuk and any other registered debt securities of the government including CDNS securities).
  - ii. Shares quoted on the stock exchange(s) in Pakistan.
  - iii. Residential and commercial real estate in Pakistan
  - iv. Term /remunerative deposit products of the AD maintaining the account
- b) Transfer of funds to account holder's own Foreign Currency Value Account (FCVA) and other NRP Rupee Value Account (NRVA) with the Bank AL Habib.
- c) Transfer of funds to other FCY, PKR account and non-resident Rupee account – non-repatriable (NRAN) with any bank in Pakistan.
- d) Remittances and Payments outside Pakistan to the extent of balance available in the account, without any prior approvals from the Bank or the State Bank, except for investment in real estate which will be subject to compliance with terms & conditions.
- e) Any local withdrawal or payment in PKR to any person resident in Pakistan. However, any amount so paid shall not be allowed to be credited back into the account.
- f) Reversal of any incorrect /wrong credit entry in the account.

6. Terms & Conditions for FCVA: -

All operations in FCVA shall be governed by the terms set out below:

- i. General Instructions.
  - a) Bank will mark the account as a non-resident at the time of account opening.
  - b) Bank may allow operations of FCVA Account through the digital channels e.g. internet/mobile banking, ATM/ Debit cards, Customer may opt cheque book if required.
  - c) In case the account becomes dormant due to non-operation as per the existing regulations, it can be made operative by fulfilling required formalities at a branch or digitally through registered email address.
  - d) Bank will ensure ongoing monitoring of account to mitigate Money Laundering/Financing Terrorism risk.

ii. Credits to FCVA:

FCVA can be credited for the following purposes:

- a) Remittances received from abroad through banking channels.
- b) Transfer of funds from his/her own NRP Rupee Value Account (NRVA) with Bank AL Habib.
- c) Profit/interest on the permissible investments made from the account.

- d) Dis-investment proceeds from the permissible investments made from the account.
- e) Reversal of any incorrect debit in the account.,

iii. Debits to FCVA:

FCVA can be debited for the following purposes:

- a) Investment in permissible securities, provided that the relevant laws/regulations/ shariah guidelines permit such investment, as under:
  - i. Government of Pakistan's registered securities denominated in FCY only.
  - ii. Term deposit/remunerative product scheme, denominated in FCY, in Bank AL Habib.
- b) The funds for the above investments shall be transferred by Bank AL Habib only in the eligible products, through the instructions received from the account holder in this behalf.
- c) Transfer of funds to account holder's own NRP Rupee Value Account (NRVA) with Bank AL Habib.
- d) Transfer to other FCY, PKR account and non-resident Rupee account – non-repatriable with any bank in Pakistan.
- e) Remittances and payments outside Pakistan to the extent of balances available in the account, without any prior approval from the bank or the State Bank.
- f) Cash withdrawal in foreign currency and equivalent local currency.
- g) Any payment in PKR to any person resident in Pakistan. However, any amount so paid shall not be allowed to be credited back into the account.
- h) Reversal of any incorrect /wrong credit entry.

**Terms & Conditions for NRBVA:**

i) Authorized Dealers (ADs) may open 'NRBVA of Non-resident juridical persons who fall within the definition of non-resident persons under the Income Tax Ordinance, 2001 (XLIX of 2001). These entities could be Companies, Associations, Foundations, Limited liability partnerships (LLPs), Societies, Trusts, Waqfs and /or other similar legal arrangements. However, this will not include sole proprietorships or unregistered partnerships. Operations of NRBVA shall be governed by the regulations mentioned below:

(ii) General Operations

- a. ADs may allow operations in NRBVA through electronic channels besides conventional modes in practice. ADs may also issue cheque book, if required by the authorized account operators.
- b. In case NRBVA becomes dormant due to non-operation, ADs shall devise a mechanism, aligned with applicable regulations, to reactivate the account digitally.
- c. ADs are required to provide online real time convertibility from NRBVA to FCBVA of the customer based on the request made by the authorized account operator electronically for the eligible transfers to FCBVA. For the sake of transparency, the ADs shall indicate the exchange rate applicable to the transaction.

**Credits to NRBVA**

- a. Remittances received from abroad through banking channels
- b. Transfer of funds from its own FCBVA with the same AD
- c. Profit, mark-up, return or proceeds of sale or maturity of permissible investments made from NRBVA
- d. Reversal of any erroneous debit from NRBVA.

**Debits from NRBVA**

- a. Investments in the following, provided that the relevant laws, rules and regulations permit such investment:
  - i. Registered Debt securities of Government of Pakistan (T-bills, PIBs, Sukuk and any other registered debt securities of the government).
  - ii. Shares quoted on the stock exchange(s) in Pakistan.
  - iii. Investments in units of funds quoted at stock exchange(s) and units of mutual funds registered as Open End Schemes (OES) under management of Asset Management Companies (AMCs) licensed by SECP to provide asset management services.
  - iv. Shares of companies not listed on stock exchanges(s) in Pakistan.
  - v. Units of private funds established and operated by Private Fund Management Company licensed by SECP to provide private equity and venture capital fund management services.

- vi. Term /remunerative deposit products of the AD maintaining the account.
  - a. For investments/ contribution mentioned at (i),(ii),(iii),(iv) & (v) above, the procedure prescribed for investment/ disinvestment/ redemption in Chapter 20 of the Foreign Exchange Manual shall be followed.
  - b. Transfer of funds to its own FCBVA with same AD.
  - c. Transfer to any other FCY or PKR account. However, any amount so transferred shall not be allowed to be credited back into the account.
  - d. Remittance or payments from NRBVA to the extent of balance available therein, without any prior approval from the bank or State Bank of Pakistan.
  - e. Any other payment within Pakistan. However, any amount so paid shall not be allowed to be credited back into the account, except as otherwise permissible under the regulations.
  - f. Reversal of any erroneous credit entry.

#### **Terms & Conditions for FCBVA:**

(i) Authorized Dealers may open 'Foreign Currency Business Value Account (FCBVA)' of juridical persons who fall within the definition of non-resident persons under the Income Tax Ordinance, 2001 (XLIX of 2001). These entities could be Companies, Associations, Foundations, Limited liability partnerships (LLPs), Societies, Trusts, Waqfs and /or other similar legal arrangement. However, this will not include sole proprietorships or unregistered partnerships. Operations of the FCBVA shall be governed by the regulations mentioned below:

##### **(ii) General Operations**

- a. Authorized dealer may allow operations in FCBVA through electronic channels besides conventional modes in practice. Authorized dealer may also issue cheque book, if required by the authorized account operators.
- b. Authorized dealers are required to provide online real time convertibility from FCY to PKR based on the request made by the authorized account operator electronically for the eligible debits from the account. For the sake of transparency, the Authorized dealer shall indicate the exchange rate applicable to the transaction.
- c. In case FCBVA becomes dormant due to non-operation, ADs shall devise a mechanism, aligned with applicable regulations, to reactivate the account digitally.

#### **Credits to the FCBVA**

- a. Remittances received from abroad through banking channels.
- b. Transfer of funds from its own Non-resident Rupee Business Value Account (NRBVA) maintained in PKR with same authorized dealer.
- c. Profit, mark-up, return or proceeds of sale or maturity of permissible investments made from FCBVA.
- d. Reversal of any erroneous debit from FCBVA.

#### **Debits from the FCBVA**

- a. Investment in following securities/ products, provided that the relevant laws, rules and regulations permit such investment:
  - (i) Only FCY denominated Government of Pakistan's registered debt securities.
  - (ii) FCY denominated term deposit/remunerative product scheme of same authorized dealer.
- b. Transfer of funds to its own NRBVA maintained in PKR with the same AD.
- c. Transfer to any other FCY or PKR account. However, any amount so transferred shall not be allowed to be credited back into the account.
- d. Remittance or payments to the extent of balance available therein, without any prior approval from the bank or State Bank of Pakistan.
- e. Any payment in PKR in Pakistan. However, any amount so paid shall not be allowed to be credited back into the account, except as otherwise permissible under the regulations.
- f. Reversal of any erroneous credit entry.

#### **7. Bank Charges**

The Account will be subject to any/all applicable charges which may be applicable as per the Bank's Schedule of charges as revised from time to time.

The Bank shall always be entitled without notice to Account Holder to recover from and debit the Account for any lawful & applicable charges dues, liabilities, expenses, fees, commissions, mark-up, additional amount, with-holding taxes, zakat, stamp duty, other duties, levies of government departments or authorities and any

other impositions in respect of the Account, balances in the Account, and deposit and withdrawal from the Account or any other Banking Transactions from the Account or service provided by the Bank in respect of the features of the Account. The additional amount shall be credited to Charity Account and will be utilized for charitable purposes only.

## 8. Rules for PLS Accounts

- i. The Bank shall determine from time to time the rate of return/profit payable on the account/deposit in accordance with the prevailing rules and regulations of the State Bank of Pakistan and the policies of Bank which are subject to change. The Account Holder agrees to such change in rate of return/profit, and in case of dissent thereto, the Account Holder will be entitled to withdraw the funds at its discretion.
- ii. The Bank would be within its right to make investment of the credit balances/deposits in such accounts held by it in any manner at its sole discretion and to make use of the funds to the best of its judgement in the banking business under the PLS system.
- iii. The profit/loss earned/incurred on such accounts will be credited/debited as determined by the Bank at its sole discretion on the basis of its net working results at the end of each half-year within a reasonable time from the date of the close of half-yearly/yearly books of accounts of the Bank under intimation to the Account Holder. In case no profit is declared by the Bank then none shall be payable to the Account Holder. In the event of the Bank declaring a loss, the Account Holder shall share in the loss pro rata.
- iv. The Account Holder will reimburse the Bank with any claims in respect of losses/charges on the basis of half yearly/ yearly closing of the Bank's books of accounts as applicable to such accounts. The Bank would be within its rights to debit the account for the amount(s) of such claims/charges in settlement of the business accounts of the Bank.
- v. The method of calculating return/profit on Profit & Loss Saving Accounts will be based on average monthly balances calculated on daily balances existing between the close of business on the first and last day of the month.
- vi. Return/profit on PLS Saving Accounts closed before June and December will be paid for the relevant period, at the indicative rates. All return/profit shall be of a provisional nature until finalized by the Bank.

## 9. Rules for Foreign Currency Saving Deposit

- i. Profit/return on Foreign Currency Saving Bank Deposit Account is paid bi-annually in January and July every year.
- ii. Profit/return is payable by the Bank on the minimum balance held in a Foreign Currency Saving Bank Account during each month.
- iii. Rate of profit/return are subject to change by time to time.

## 10. Statements

- i. Statement in respect of the Account (the "Statement of Account") will be provided and sent to the Account Holder by mail or e-mail as per frequency stipulated by State Bank of Pakistan (SBP) from time to time; charges may be levied for issuance of such Statement s as per rules set by SBP. The contents of the Statement of Account (SOA) will be treated as correct and conclusive for all purposes and all discrepancies or objections, if any therein, shall be deemed to be waived. No SOA will be sent or provided for a term deposit for which only a Deposit Confirmation Receipt will be issued.
- ii. In case of any error in the recording of credit and debit entries in the SOA, the Bank shall be entitled to unilaterally adjust the entries without notice to the Account Holder and to recover any amount(s) wrongly or inadvertently paid or credited from the depositor as an amount(s) due from the Account Holder to the Bank whether jointly or severally; and will inform the customer subsequently in this regard. Bank shall not be liable in any manner whatsoever to anyone for any loss or damage caused due to such errors.
- iii. The Account Holder's information including both financial and non-financial data may be shared by the Bank with third party service provider for the purpose of printing, packaging and dispatch of SOA as per regulatory instructions on periodic basis.
- iv. Ie undertake to declare that the Bank has the right to send my Statement of Account relating to my Bank

AL Habib Account on the mailing or emailing address provided by me at the time of Account Opening and subsequent changes in address, the same will be mailed or emailed to me using a Third Party, and the bank will not be liable for the risk of information disclosure made to third parties in the process.

- v. I/we undertake to declare that the Bank is indemnified against all actions, proceedings, liabilities and claims, cases, damages, costs and expenses in relation to or arising out of the Bank accepting the my/our request and transmitting statements and information through a Third Party Arrangement.
- vi. I/we undertake to declare that, I/we will bear full responsibility to appraise the bank in case my/our mailing or emailing address changes and/or any request for discontinuation of this facility will be immediately informed by me/us to the Bank. The Bank will not be held responsible in case of failure to receive the Statement of Account due to change of the mailing or emailing address not being notified by me/us to the bank.
- vii. All statements or advices sent by the Bank shall be deemed to be accurate and correct unless the Account Holder serves a written notice to the Bank highlighting any inaccuracies or errors reflected on the Statement of Account.

### **9. Exclusion of Liability & Indemnity**

All deposits and payments are governed by and subject to the laws in effect from time to time in Pakistan. The Bank shall not be responsible for any loss or damage to funds deposited by the Depositor due to any Government Order, Law, Levy, Tax, Embargo, Moratorium, Exchange, Restriction or any other cause beyond the Bank's control. The Account Holder shall indemnify the Bank for any loss, or damage that the Bank may suffer due to any wrongful act/omission or non-disclosure of information by the Account Holder to the Bank.

### **10. Notices**

ny notice, demand or other communication by the Bank under these Terms and Conditions may be sent to the Account Holder (or his personal representatives) whether personally or by post or through mail or email, otherwise at his last known address and in that case it shall be considered to have been duly dispatched to the Account Holder.

### **11. Dormant and Unclaimed**

- i. An Account not operated for one year shall be classified as "Dormant Account".
- ii. If the account shows a zero balance for six months, it will be closed. Furthermore, all instructions of the State Bank of Pakistan relating to Dormant Accounts shall apply.
- iii. Deposits/Instruments, which remain inoperative for a period of 10 years, shall become unclaimed and will be surrendered to the State Bank of Pakistan (SBP) as per provisions of Section 31 of Banking Companies Ordinance (BCO), 1962.
- iv. The bank will surrender unclaimed deposits (except in the name of a minor or a government or a court of law) to SBP after serving a three-month notice in writing by registered post acknowledgement to the creditor on his/her address last made known to the bank.

For reactivation of any of these accounts, the Account Holder must initiate a financial transaction along with written request supported by attested copy of valid CNIC/SNIC/NICOP/POC (if already not available with the branch).

### **12. Account Opening - Miscellaneous / Others**

- i. The Bank reserves to itself the right to close without prior notice any Account, which in its opinion is not satisfactorily conducted, or for any other reasons whatsoever which the Bank shall not be obliged to disclose to the Account holder.
- ii. No return/profit is paid on current accounts.
- iii. An Account Holder wishing to close an account must return any unused cheques and ATM/Visa Debit cards to the Bank for cancellation after withdrawal of the balance in the account.
- iv. The Bank may close, Earmark, Freeze, suspend dealings in any or all the Accounts of Account Holder at its sole discretion without assigning any reason thereto or under law or practice or at the instance of any Court, Administrative Order or otherwise without prior notice to the Account Holder and without incurring any risk, responsibility or liability for any breach of trust, obligation or duty on its part.

- v. The Bank will take care to see that the credit/debit entries are correctly reflected in the Accounts, but in case of any error, the Bank shall be within its right to make the corrective adjusting entries without notice to the Account Holder and recover any amount due from the Account Holder. The Bank shall not be liable for Damages, Loss etc. consequent upon such error.
- vi. Any change in address will be communicated to the Bank. The Post Office and other agents of delivery shall be considered to be the agents of the constituents for all Deliveries of letters, Negotiable Instruments, Remittances etc. and Account Holder understands that Bank will not assume any responsibility for any Mishandling, Incorrect delivery, Delayed delivery, Non-delivery, Impairment, Deterioration, Damage, Reduction, Misappropriation, Embezzlement, Loss and Theft, any Negligence and Mistake whatsoever committed by employee(s) authorized representatives / agent of Pakistan Post / Courier or any other agents of delivery in performing their services, duties, functions, responsibilities thereof including Transmission of letters, Documents, Negotiable Instruments, Remittances, etc. including any shortage of cheque leaves of cheque book sent by post at Account Holder's request.
- vii. The Account, in all respects, shall be governed by the laws of Pakistan and any complaint or claim against the Bank must be lodged in Pakistan with the concerned branch or Call Center at UAN: +92-21-111-014-014.
- viii. The Bank has the right to refuse to open an Account without assigning any reason.
- ix. The Bank shall not be liable for unavailability of Funds credited to the Accounts due to restrictions on Convertibility or Transferability or Payment of Funds, Requisitions, Involuntary Transfer, Acts of War, Civil strife or Other causes beyond the control of the Bank. Neither the Registered Principal Office, nor any branch, subsidiary nor affiliate, employee(s) of the Bank shall be liable for any consequences thereof. If due to any action of or restriction imposed by the Government of Pakistan, the State Bank of Pakistan or any other authority or entity, any branch of the Bank is unable to either make payment to the Account Holder in the currency of the Accounts, or to transfer such funds in such currency. The Account Holder shall be solely responsible for all such risks and any associated costs and expenses howsoever arising (including without limitation, those arising from any international or domestic, legal or regulatory restrictions) in respect of any such Accounts. Account Holder hereby irrevocably and unconditionally agrees that the Bank's determination of whether it is or is not able to be given the prevailing applicable law and regulations, to make any payment from or permit any withdrawal or transfer from any Accounts shall be final and binding and shall not be questioned.
- x. The Bank shall not be responsible and liable to Account Holders in any manner for any Diminution, Depreciation, Impairment, Reduction, Non-convertibility, Non-transferability, loss and unavailability of the Funds in their respective Accounts due to Taxes, Cesses, Duties, Seizure, Confiscation, Devaluation, Fluctuation in Exchange Rates and any other act beyond the control of the Bank.
- xi. In case of death or bankruptcy, the bank will stop operation in the account immediately, after the receipt of notice or as and when become aware of it from any other reliable source. Further, in the event of death of Account Holder, credit balances will be released against a valid succession certificate, letter of administration or probate or against Bond of indemnity-cum-guarantee on completion of requisite formalities for certain amount at the discretion of the Bank. In case of death of any one of the Signatories of a joint Account, unless specific Account operating mandate by the survivors were given in Account Opening Form, for operation of the Account(s), the Bank would allow operation or withdrawal only against succession certificate, letter of administration or probate issued by competent authority.
- xii. The Bank may at any time debit and recover from the Account(s) the value of any instrument discounted, negotiated, purchased or collected by the Bank in the event that the proceeds are not received against the same at any time and/or after receipt of proceeds the Account of the Bank is debited or proceeds recovered from the Bank upon return of the instrument by the drawee Bank or correspondent of the Bank.
- xiii. The Account Holder hereby irrevocably and unconditionally agrees and undertakes at all times hereafter to fully indemnify the Bank and keep the Bank, its Directors, Employees indemnified and harmless from and against all sorts of Losses, Damages, Costs, Charges and Expenses of whatsoever nature if any suffered, sustained and incurred whether directly or indirectly by Bank, its successors in interest, administrators and assigns and howsoever arising out of or in connection with Suits, Claims, Actions, Demands, Liabilities, proceedings of whatsoever nature made or brought or filed against Bank by whomsoever in connection with these terms or arising out on Account of Bank's opening the Account and providing such Banking services as requested by Account Holder or in connection with Bank's acting upon the instructions of Account Holder and Account Holder further undertakes to pay Bank

- unconditionally and within seven (7) days of bank's first written demand any or all the amount of such Claims, Costs, Fees, Expenses, Losses and Damages if any Sustained, Suffered and Incurred by Bank.
- xiv. The Account Holder shall not hold the bank liable and responsible and shall not claim against it anything in any manner, if any of the Instructions of the Account Holder are not complied with or any delay takes place in complying with these Instructions for any reason whatsoever. However, In case of delay or loss in collection of cheques, the bank will follow-up with the concerned for swift resolution.
- xv. Account Holder hereby waives its rights to any and all claims it may have against the Bank pursuant to the Account, banking products/services availed from time to time or these terms and that may arise at any time from or in connection with the Bank's acts or omissions under or related to these Terms and Procedures unless such claim is based on the Fraud or Willful misconduct of the Bank. The Bank's interpretation of these Terms shall be final and binding on Account Holder. Account Holder has provided the permission as token of acceptance of Bank's Terms and Conditions and has read and understood the terms prior to account opening.
- xvi. The Account Holder shall be governed by these terms and Bank reserves its rights to unilaterally modify, amend, alter, vary, supplement at its sole discretion these Terms and Conditions from time to time; giving notice to Account Holder as per applicable rules and regulations and that shall be binding upon Account Holder, its legal heirs, successors in interest and assigns with respect to the Account specified on Account Opening Form and or any other Account that may be opened by the Account Holder with Bank from time to time. In case the Account Holder does not consent to the proposed alterations, the Bank shall have the right to close the Account after giving notice to the Account Holder.
- xvii. Notwithstanding, anything contained here in above, the Account Holder will irrevocably and unconditionally agree and undertake at all times to comply, fulfil, abide by and be bound and governed by/under all Terms and Conditions of the Bank as well as such terms and Conditions which have been prescribed as per directives of the States Bank of Pakistan and as per laws of Islamic Republic of Pakistan in all respects and circumstances.
- xviii. These Terms and Conditions are in addition to and not in substitution for the Terms and Conditions, Rules and Regulations, Procedures and Methods of the Bank governing the Account(s) and all other products, Term Deposits, Deposit Schemes and Services Offered to Account Holder from time to time.
- xix. The Bank respects the Account Holder's legitimate needs of privacy and its policy is and will continue to be to hold in confidence information about the Account and the Account Holder. However, in certain circumstance, the Account Holder agrees that the Bank may give out or disclose information about the Account and the Account Holder and its use to any third party in case of, amongst others, the following circumstances:
- a) The Bank is required to do so by any court order or similar process.
  - b) The Bank decides in its sole discretion that it should do so in connection with unusual or suspicious transactions or suspected money laundering or other serious crime.
  - c) Disclosure is required by law, regulation or code of conduct or is made in response to any enquiry from a government (or any of its agencies) or regulatory body which has jurisdiction over the Bank.
  - d) The bank is required or permitted to do so under the law or rules of any regulatory body of which it is a member or whose rules or provisions apply to the Bank.
- xx. The Bank may also disclose/provide such details to third parties where it is reasonably necessary to do so for processing the Account Holder's dealings/ transactions with them or to enable them to offer their products or services to the Account Holder.
- xxi. The Bank or its agent may retain copies of records concerning the Account in paper, electronic or any other form that the Bank may decide and at search locations as it may choose.
- xxii. The Account Holder shall indemnify and keep the Bank indemnified against all consequences that may arise due to such aforesaid disclosure.
- xxiii. The Account Holder agrees and understands that the Bank has the right to make inquiry or reference pertaining to the Account Holder from third parties.
- xxiv. The Account Holder availing of Internet or Electronic Banking, Mobile Banking, SMS Alerts, email statements, and ATM/Debit Cards (herein collectively referred to as "Services") assumes full responsibility for the confidentiality of his/her Personnel Identification Number, Password and User Identification Number, and also for the security and safe-keeping of his/her computer, mobile telephones, and ATM/Debit Cards. The Account Holder acknowledge & accept that the "Service" carry risk of delays, errors, viruses, breakdowns, interruptions, malfunctions, non-availability, late delivery, non-

delivery, mis-delivery, unauthorized access, unauthorized use, loss of confidentiality etc. The Account Holder shall avail of the "Services" entirely at his/her risk and responsibility, and shall not hold the Bank responsible or liable for any loss or damage that may be incurred by the Account Holder on account of or relating to the "Services". The Account Holder agrees to be bound by the terms and the conditions of the "Services", issued by the Bank from time to time. By opting for email statements, the Account Holder waives the requirement to send printed statement to the Account Holder.

- xxv. Currency withdrawals from foreign currency accounts / deposits are subject to the availability of foreign currency at the relevant time.
- xxvi. The Bank reserves the right to decline the handling of any foreign currency transactions at any time without assigning any reason.
- xxvii. xxvi. Payment of profit/return on Foreign Currency US\$ & Euro Saving Bank Deposit Account will be calculated on a 360 days a year formula while for Pound Sterling and Japanese Yen Saving Bank Deposit Account payment of profit/return will be calculated on a 365 days a year formula.
- xxviii. Zakat and withholding tax will be deducted as per applicable laws.

### 13. Notification to Customer regarding Terms & Conditions

These rules and regulations are in addition to and not in substitution for any other Agreements, Mandates, Terms and Conditions relating to the Account Holder's Account with the Bank.

The Bank may from time to time and at any time revise and/or change any of terms, conditions, including but not limited to changing the method of calculating mark up, varying the mark up rates applicable or frequency with which mark-up is debited or credited, the fees / charges levied in respect of the services and changing of Terms and Conditions without assigning any reason thereof for all existing as well as new customers. All such changes shall be applicable after the completion of the customer notification within period specified by the State Bank of Pakistan. The Bank may notify the customers through direct communication (e.g. by letter, email, SMS, telephone, etc.) or by affixing a notice at a conspicuous place within the premises of the Bank's branches and/or by publication in the media (including public notices); and notice on bank's website; or by any electronic banking channel used by its customer any daily newspaper as admissible under the regulation.

### Internet Banking

These terms and conditions ("Terms and Conditions") govern the use of the Bank's Internet Banking Services (as hereinafter defined). These are to be read together with the terms and conditions of the relevant Account(s) (as hereinafter defined) which may be accessed through the Internet Banking Services. A Customer (as hereinafter defined) who avails the Services shall be deemed to have read and accepted these Terms and Conditions.

#### 1. Definitions

In these Terms and Conditions, unless the context requires otherwise, references to "we", "us" and "our" are to the Customer, who has an account with any of the branches of the Bank and who shall be availing the Service.

##### **"Agreement"**

Means the application(s) for the Service on form(s), as may be prescribed by the Bank from time to time read together with these Terms and Conditions.

##### **"Bank"**

Means Bank AL Habib Limited Islamic Banking and its pertinent branches in Pakistan.

##### **"Banking Services"**

Means the services, products, and facilities which may be offered by the Bank through the Internet from time to time (as may be withdrawn, added to or modified by the Bank in its discretion), but shall not include any drawing or borrowing limits for availing financial facilities.

##### **"Compromised Security Devices"**

is defined in Clause 5.2 below.

##### **"Content"**

is defined in Clause 13 below.

##### **"Customer"**

Means a customer of the Bank who has an account with any of the branches of the Bank in Pakistan and who

shall be availing the Service.

**“FPIN”**

Means the randomly generated security code sent to the Customer’s registered email address and/ or mobile telephone number through SMS, which is required to effect any financial transaction or transmit any Instructions through the Service;

**“Instruction”**

Means any instructions or requests transmitted through the Service and digitally signed and/ or authenticated, whether individually or collectively, with the Security Devices in accordance with the Bank’s prescribed procedures and requirements and shall include all applications which have been submitted in electronic form via the Service.

**“Internet”**

Means a global network of interconnected computer networks, each using the Transmission Control Protocol/ Internet Protocol and/ or such other standard network interconnection protocols as may be adopted from time to time, which is used to transmit data, software, applications, content or any other materials that are directly or indirectly delivered to a computer or other digital electronic device for display to an end-user, whether such data software, applications, content or other materials are delivered through on-line browsers, off-line browsers, or through “push” technology, electronic mail, broadband distribution, satellite, wireless, or otherwise.

**“Mobile Device”**

Means an electronic telecommunication device, which connects through a wireless communication network to enable the user to send and receive voice and data communication.

**“Service”**

Means the service of providing electronic access to any Banking Service via the Internet or any wide area network, intranet or other electronic link in Pakistan.

**“Security Devices”**

Means the FPIN and all smartcards, digital certificates, digital signatures, electronic keys, logon identifiers, passwords, electronic devices and other codes and access procedures issued by the Bank from time to time in order to enable us to access and/ or use the Service.

**The Terms and Conditions applicable to the Service are set out as follows:**

**2. Use of the Service**

- 2.1 We agree to procure and install, at our own cost and expense, the software, hardware and/or equipment necessary to access and/ or use the Service as instructed or advised by the Bank. In case the software, hardware and/ or equipment do not meet with the Bank’s standards and requirements, we undertake to replace or rectify the same, failing which, the Bank shall have the right to withdraw the Service.
- 2.2 We agree to install and use any and all Security Devices issued or designated by the Bank and to comply with the Bank’s instructions and procedures regarding the use of the Security Devices, and to ensure that all Instructions and requests to the Bank transmitted through the Service are digitally signed and/ or authenticated, whether individually or collectively, with the Security Devices in such manner as required or notified by the Bank. For the avoidance of doubt, we acknowledge that the Bank shall be entitled to alter, enlarge, modify, amend or withdraw any existing Security Device(s) and/ or introduce new Security Device(s) from time to time, as it deems fit.
- 2.3 We agree and undertake to be bound by and to comply with any and all of the Bank's procedures, requirements, restrictions, instructions or any additional conditions pertaining to the access and use of the Service as may be issued by the Bank from time to time and/or posted on-line.
- 2.4 We acknowledge that a lighter version of the Service is available for use through Mobile Devices and only limited components of the Service shall be available through a Mobile Device.

**2.5 Effect of Instructions**

We acknowledge that all Instructions (whether authorized by us or not) transmitted through the Service are and shall always be deemed to be authentic and authorized and the Bank shall be entitled to effect, perform or process such Instructions without our further consent and without any further reference or notice to us. Without prejudice to the foregoing, the Bank reserves the right to refuse to process any Instructions or transactions which in its reasonable opinion are deemed to contravene the terms and conditions governing our account or are deemed to be contrary to the Agreement.

**2.6 Agreement for the use of the Service**

We understand that we may use the Service by completing and transmitting the application and entering into the

relevant agreements from time to time. We further understand and agree that the terms and conditions applicable to any Service shall be the terms and conditions applicable at the time of submission of the relevant application via the Service. All applications transmitted electronically shall be digitally signed and/ or authenticated individually in the case of individual (single), joint (either or survivor) or sole proprietor accounts, with the Security Devices in such manner as required or notified by the Bank. We shall be deemed to have read and accepted these Terms and Conditions, as well as those terms and conditions that may be contained in the application. All applications shall be subject to acceptance by the Bank, which acceptance may be declined, withheld or made subject to further terms at the Bank's discretion. We accept and acknowledge that only information related to active accounts will be available via the Service.

### **2.7 Information and/ or Instructions are complete, accurate, true and correct**

We acknowledge that it is our sole responsibility to ensure that, when we provide information or give Instructions using the Service, all information provided and all Instructions given are complete, accurate, true and correct. We acknowledge that the Bank may accept and act upon any Instruction issued and/ or transmitted through the Service (whether actually authorised by us or not) as our authentic and duly authorised Instructions and that the Bank shall be under no obligation to investigate the authenticity or authority of persons effecting the Instruction or verify the accuracy and completeness of our Instruction and that the Bank may treat the Instruction as valid and binding on us notwithstanding any error, fraud, forgery, lack of clarity, unauthorized use, loss or theft of the devices, instruments, Security Devices or other means of access or misunderstanding in the terms of such Instruction.

### **2.8 Error Resolution**

If the Customer notices an incorrect, erroneous or unauthorized transfer of funds using the Services, whether on receipt of the periodic statement or otherwise, or any other omission, the Customer must immediately inform the Bank at the designated helpline and provide a written confirmation within ten days of the oral notification at the designated helpline. The Bank may, if it deems fit, conduct an investigation and report its findings to the Customer and correct any error, if so required, within ten business days.

## **3. The Service**

### **3.1 Availability**

We acknowledge that the Service is provided on an "as is", "as available" basis only and that the time periods during which the Service may be available are subject to change. We further agree that the Bank shall be entitled (but shall not be obliged) at any time, at the Bank's discretion and without prior notice, to temporarily suspend the operations of the Service for updating, maintenance and upgrading purposes, or any other purpose whatsoever that the Bank deems fit, and in such event, the Bank shall not be liable for any loss, liability or damage which may be incurred as a result.

### **3.2 Scope of Service**

We acknowledge and agree that the Bank will not provide any drawing or borrowing limits or credit facilities for the purpose of the Service, including Banking Services, it being agreed and understood that the Internet Banking Service is only to facilitate the transactions of transfers and payments via Internet within Pakistan. The Customer may currently avail the following fund transfer services listed below as part of the Service; however the Customer acknowledges that the list is for information purposes only:

1. Link and/ or beneficiary account fund transfers;
2. Transfers to account holders maintain accounts with the Bank;
3. Transfers to certain banks on the 1-Link network;
4. Payment of utility bills; and
5. Setting up periodic beneficiary account fund transfers ("Periodic Payments").

We acknowledge that there is no limit on the number of the transactions that are undertaken in a day, however limits on the total amount of funds that are transferred in a single day will apply as per the Bank's policy, as amended from time to time.

We further acknowledge that, in respect of link and/ or beneficiary account fund transfers, we shall be solely responsible for adding/ linking account(s) and beneficiaries to the Service as well as removing/ de-linking the same.

**Furthermore, the Bank may:**

- a) add to, vary, alter, suspend or remove any of the Banking Services, including without limitation the right to set, vary or cancel limits for any transaction types, facilities, services and products that may be carried through the Service, whether in monetary or numerical terms or otherwise, and to vary their frequencies and availability period, and/ or
- (b) add to, vary, alter, suspend or remove the Service in whole or in part without giving any reason and without incurring any liability.

### **3.3 Authority to debit the accounts**

We hereby acknowledge and agree that the Bank shall have an irrevocable authority to debit our pertinent account(s) for all payments and transfers made from such account(s), including for any costs, charges and expenses relating thereto. In case there is insufficient balance in any account to meet any Instructions for payments or transfers, including through ATM Cards, the Bank shall not be obliged to honour such Instructions. The Bank shall be entitled to charge fees for access and use of the Service, which shall be posted from time to time in the Bank's schedule of charges. We further acknowledge that there may be additional charges applicable to us by other service providers, which include mobile service providers.

We understand that in the event that we set up Periodic Payments via the Service, the Bank shall be authorized to execute such Periodic Payments until the same are cancelled by us. We understand that in case we wish to amend or cancel the Periodic Payments, it is our responsibility to do so through the Service. We further accept and acknowledge that the Bank shall not be liable for any Periodic Payments that cannot be executed due to insufficient funds in our account(s) or any other circumstances beyond the Bank's control.

### **3.4 New services and products**

We acknowledge that the Bank reserves the right to introduce new services and/ or products through the Service at any time and that by utilizing such new services and/ or products as and when such new services and/ or products become available, we shall be bound by the terms and conditions in force governing such new services and/ or products.

### **3.5 Joint Account**

We acknowledge and agree that where an application for the Service has been accepted by the Bank and that application is in respect of an 'either/ or survivor' joint account, each joint account holder shall be jointly and severally liable to the Bank for any Instructions effected or performed or processed through the Service.

### **4. No Warranty**

All Content provided through the Service is provided on an "as is", "as available" basis. The Bank does not warrant the results that may be obtained from the use of the Service or the accuracy, adequacy or reliability of any Content obtained through the Service, whether or not the Content is from the Bank or any other third party, and the Bank expressly disclaims liability for errors, defects or omissions in the Content. As part of the provision of the Service, the Bank may insert hyperlinks to other internet resources ("Other Sites"). Such hyperlinks are inserted for the convenience of the Customer only and are used at the Customer's own risk. The Bank does not investigate, monitor or endorse such Other Sites or the contents thereof and does not warrant the accuracy or reliability of the contents of such Other Sites. Notwithstanding any other provision of the Agreement, no warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, satisfactory quality, merchantability, fitness for a particular purpose and freedom from computer virus or other invasive or damaging code, is given in conjunction with the Service, the Content and/ or the Security Devices; it being agreed and understood that we shall be availing of the Service at our sole risk and cost.

### **5. Security**

- 5.1) We undertake to ensure that (including taking all necessary precautions):
  - a) all Security Devices are kept completely confidential and secure;
  - b) we change our passwords on a regular basis; and
  - c) there is no unauthorised use or abuse of the Security Devices.

5.2 We undertake to notify and/ or contact the Bank immediately (“Security Notification”) if we have reason to believe, suspect that or have knowledge that:

- a) the security of any Security Device may have been compromised;
- b) such Security Device has become known or been revealed to any other person;
- c) there has been unauthorised use of the Security Device; and/or
- d) such Security Device is lost, mutilated or stolen,

(“Compromised Security Device”) and we shall immediately cease to use such Compromised Security Device until further notice from the Bank. Any Security Notification given verbally or electronically to the Bank shall be confirmed in writing by us and actually received by the Bank within 24 hours of the verbal notification, failing which the Bank shall not be obliged to act upon the Security Notification. Provided however, regardless of the Security Notification given to the Bank, we unconditionally agree and acknowledge that the Bank shall not be liable for any losses or damages that may have been caused to us due to unauthorized use or misuse of the Security Device, until the Security Notification is actually received and acknowledged in writing by the Bank and the Bank has effected cancellation of the Compromised Security Device. The Security Notification will be delivered to the Bank at the following contact information:

1. UAN Helpline: 111 014 014
2. Email: RDA@bankalhabib.com & [info@bankalhabib.com](mailto:info@bankalhabib.com)

5.3 In the event a Security Notification has been given by us, we understand that it is our responsibility to ascertain which of our Instructions that have not been processed are valid and if we wish such valid Instructions to be carried out, we shall re-instruct the Bank, by notice in writing faxed or sent by post to the Bank, to carry out those Instructions.

5.4 We acknowledge that the Bank shall be entitled to deactivate or revoke the use of any one or more of the Security Devices at any time without assigning any reason and without prior notice to us.

5.5 We acknowledge and confirm that we shall be bound by all Instructions and transactions resulting from any Instructions made which are referable to any Compromised Security Device until such time as the Bank has received the Security Notification from us and has effected cancellation of the Compromised Security Device, and accordingly, we agree that we will be liable for all such transactions which were processed by the Bank prior to or at the time of such cancellation, or which the Bank, notwithstanding its reasonable endeavours, was unable to stop the processing thereof.

5.6 We hereby agree that the Bank shall not be liable in contract, tort (including negligence or breach of statutory duty) or otherwise, for any losses, expenses or costs whatsoever (whether direct or indirect, or whether foreseeable or not) suffered or incurred by us as a result of:

- a) any transaction resulting from any Instruction made by us or purportedly made by us and referable to such Compromised Security Device and which was processed by the Bank prior to or at the time of such cancellation, or which the Bank, was unable to stop the processing thereof; or
- b) any failure by the Bank to carry out any Instruction referable to a Compromised Security Device which was outstanding as at the time the Bank cancels such Compromised Security Device and which the Bank had stopped the processing thereof.

5.7. For the purposes of this Clause 5, an Instruction shall have been “processed” where the Bank had commenced carrying out the Instruction and it is no longer reasonably able to cancel or revoke the transaction without causing prejudice to the Bank as determined by the Bank in its sole discretion, and an Instruction is “outstanding” where it is at any stage prior to being processed.

## 6. SMS Alerts

- a) The Customer hereby consents to receive SMS alerts from the Bank on the number provided to the Bank. The Customer acknowledges that SMS alerts are available via a sensitive electronic system and are dependent on the telecommunications infrastructure, connectivity and services within Pakistan. The Customer accepts that timelines of SMS alerts sent by the Bank will depend on factors affecting the telecommunications industry. The Customers with ported numbers further accept that their numbers may be prone to delay and/ or errors. Neither the Bank nor its service providers shall be liable for spoofing, errors or delays in transactions, non-delivery of alerts, error, loss, distortion in transmission of and wrongful transmission of alerts to the Customer.
- b) ) The Customer is solely responsible for intimating to the Bank in writing or by calling the call center/ helpline for any change in his/ her mobile phone number or network and in the absence of the same the

Bank will not be liable for sending alerts or other information to the Customer's mobile phone number in any way, whatsoever.

- c) ) The Customer accepts that each alert may contain certain financial and/ or non-financial information relating to the Customer. The Customer authorizes the Bank to send alerts and related information, though not specifically requested, if the Bank deems that the same is relevant. The Customer further authorizes the Bank to send alerts containing marketing and promotional information or any other information as the Bank may deem fit from time to time.

## **7. Mobile Banking Services**

We hereby acknowledge that in the event that we avail Mobile Banking Services offered by the Bank, the following terms and conditions shall be applicable to our use of such Mobile Banking Services:

(a) We shall be solely responsible for obtaining and maintaining, at our own expense, hardware and software, including, but not limited to, a Mobile Device and data connection meeting the specifications/ configurations specified from the Bank from time to time.

(b) We shall be responsible for acquainting ourselves with the instructions for using the Mobile Banking Services and the Bank shall not be held liable for any error and/ or omissions of ours in connection with the same.

(c) We accept full responsibility for the security and confidentiality of our Mobile Device, SIM card, mobile phone number and any Security Devices used for the purpose of gaining access to the Mobile Banking Services. We must keep the Mobile Device, SIM card and Security Devices in safe custody at all times. We shall be solely responsible for the consequences in case we fail to adhere to the above and/ or in case of any unauthorized use of our Mobile Device or SIM card.

(d) We shall be responsible for immediately informing the Bank upon surrendering or discontinuing use of the MSP's mobile connection and/ or changing our mobile number. The Bank shall not be held liable for the consequences of our failure to do so.

( e )The bank shall not be held liable for any disruption or failure in the provision of mobile telecommunication services by our mobile services provider ("MSP"). The bank makes no representation and gives no warranty with respect to the quality of the service provided by the msp and shall not be held liable for any delays or failures in our ability to access the mobile banking services or in the transmission or receipt of instructions issued through the use of the mobile banking services. The mobile banking services are provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non- infringement. No warranty is provided that the mobile banking services will be free from defects or viruses or that operation of the services will be uninterrupted. Your use of the mobile banking services and any other material or services downloaded or made available to you through the mobile banking services is at your own discretion and risk, and you are solely responsible for any damage resulting from their use.

(f) We understand and agree that Instructions issued through the Mobile Banking Services may not be encrypted and may contain personal or confidential information about us, such as, our mobile phone number, our wireless providers name, and the date, time, and content of any mobile banking messages, including, but not limited to, account activity and status of our accounts and other information that we or the Bank may provide.

(g) The Bank reserves the right to make any additions or deletions in the services offered through Mobile Banking Services at any time.

## **8. NetConnect (Online Payment Facility)**

(a)We understand and agree that the Bank provides online payment facilities ("Payment Service") in respect of goods and services made available on third party websites ("Third Party Sites") for the convenience of its Customers only. The Bank does not operate the Third Party Sites and is not responsible for the content of such Third Party Sites. The Bank does not represent either the Third Party Site or the Customer, should the two enter into a transaction.

(b) We acknowledge and agree that the Third Party Site is not created or endorsed by the Bank. The provision of payment services by the Bank does not constitute a recommendation or solicitation to purchase any goods or services. The Bank makes no representations or warranties of any kind, express or implied, as to the operation of the Third Party Site, or the information, content, materials, products (including software) or other services included on or otherwise made available to the Customer through the Third Party Site including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

(c) The Bank does not warrant that the services, information, content, materials, merchandise, products (including software) or other services included on or otherwise made available to the Customer through the Third Party Site, through the Third Party Site's servers or electronic communications sent from the Third Party Site are free of viruses or other harmful components.

(d) We acknowledge that using the Payment Service via shared or public devices may compromise the security of payments made through the Payment Service. The Service should only be accessed using a secure connection that supports minimum 128 bit Secure Socket Layer (SSL) encryption.

(e) The Bank will not be liable for any damages of any kind arising from the use of any service on the Third Party Site, or from any information, content, materials, products (including software) or other services included on or otherwise made available to the Customer through the Third Party Site, including, but not limited to direct, indirect, incidental, punitive, and consequential damages. The use of the Third Party Site is at the Customer's sole risk.

## **9. Security Precautions**

We hereby agree that we shall take all reasonable precautions to prevent unauthorized use of the Service, including but not limited to any security precautions advised to us by the Bank.

We understand and accept that:

- a) the Bank will never ask for our username, password, Security Devices or other sensitive information related to our account(s) and the Service through email, SMS or telephone calls and that responding to any such communication may pose a security threat. We agree to notify the Bank in case we receive such communications.
- b) using the Service via shared or public devices may compromise the Security Devices and that it is our responsibility to change our password as soon as practicable after using such shared or public device.
- c) the Service should only be accessed by typing in the Bank's Uniform Resource Locator (URL) into a browser that supports 128 bit Secure Socket Layer (SSL) encryption. We understand that our connection to the Service is only genuine and secure when a green bar is displayed in our browser's address bar and that we should never attempt to access the Service by following links embedded in any email.

## **10. Evidence**

We agree that:

- a) the Instructions, though in electronic form, are written documents. We shall not dispute or challenge the validity or enforceability of any Instruction on the grounds that it is not a written document and we hereby waive any such right we may have at law;
- b) the Instructions, though in electronic form, are original documents and that we will not challenge the admissibility of any Instruction on the grounds that it is made in electronic form; and
- c) any exchange of Instructions in electronic form which, if made in writing would constitute a binding contract, will similarly bind both the Bank and us as a binding contract and will satisfy any rule of law or evidence that such a contract has to be made in writing.

## **11. Confirmation from the Bank**

We understand that the transmission of Instructions to the Bank through the Service may not be received by the Bank for reasons beyond the Bank's reasonable control, including but not limited to mechanical, software, computer, telecommunications or electronic failure. We further acknowledge that unless we receive confirmation of receipt of the same from the Bank, Instructions may not have been received and accordingly, may not be processed or accepted by the Bank. We acknowledge and agree that the Bank shall not be liable to us in any way for any loss or damage whatsoever or howsoever caused arising, directly or indirectly, in connection with the transmission or failure of transmission of Instructions to the Bank through the Service or any lack of confirmation of receipt of any Instructions by the Bank for whatever reason.

## **12. Disclosure of Information**

12.1 The Bank and its officers, employees and agents are hereby authorized to provide or disclose to:

- (a) any third party as the Bank may consider necessary in order to give effect to any Instruction given using the Service or comply with the order of any court, central bank or government or regulatory authority in any jurisdiction; or
- (b) to any of the branches of the Bank either within Pakistan or outside Pakistan; or
- (c) to any digital certification authority, regulatory authority, electronic, computer, telecommunication, financial

or card institution, service provider and/ or network provider, auditors or legal counsel involved in the Service from time to time, any information whatsoever relating to the Customer and the Customer's account(s) as it may, in its discretion, consider necessary to provide or disclose.

12.2 We acknowledge and agree that the Bank does not warrant the security of any information transmitted by or to us using the Service and we hereby accept the risk that any information transmitted or received using the Service may be accessed by unauthorized third parties and/ or disclosed by the Bank and by its officers, employees or agents to third parties purporting to be us or purporting to act under our authority. We will not hold the Bank or any of its officers, employees or agents responsible or liable, in contract, tort (including negligence or breach of statutory duty), equity or otherwise, for any such access or disclosure or for any damages, losses, expenses or costs (whether direct or indirect, or whether foreseeable or not) suffered or incurred by us as a result of any such access or disclosure.

### **13. Limitation of Liability**

We agree and confirm that the Bank shall in no event be liable for any direct, indirect, incidental, punitive, special or consequential damages or economic loss whatsoever or howsoever caused arising directly or indirectly in connection with the Service, any Instruction and/ or the Agreement (as well as the terms and conditions contained in the Applications referred to in the preceding Clauses), including but not limited to:

- a) losses, damages or costs suffered or incurred by us arising from or referable to the Instructions given by us being incorrect or inaccurate in any manner whatsoever;
- b) losses, damages or costs suffered or incurred by us as a result of use of the Compromised Security Device by any party;
- c) losses, damages or costs incurred as a result of any prohibition, restriction, delay in use or access of the Service caused by any laws and/or regulations of Pakistan or any other country;
- d) losses, damages or costs incurred as a result of any service agreements prescribed by telecommunications, carriers and/ or Internet service providers or governmental agencies or authorities or as a result of any act or omission of telecommunications, carriers and/ or Internet service providers and/ or governmental agencies or authorities;
- e) any error(s) in transmission of the Instructions that might have been transmitted through the Service or transmission by the Bank of any other data or information through the Service; and/ or
- f) damages for loss of profits, goodwill, use, data or other intangible losses (even if the Bank has been advised of the possibility of such damages) arising from or in connection with:
  - i. any use, inability to use or interruption in the use of the Service for any reason whatsoever; or
  - ii. any system, hardware, software, telecommunications, server or connection failure, error, omission, interruption, delay in transmission, or computer virus.

### **14. Indemnity**

We hereby agree to indemnify the Bank and keep the Bank at all times fully indemnified from and against all actions, proceedings, claims, liabilities (including statutory liability), penalties, demands and costs (including without limitation, legal costs of the Bank (on a full indemnity basis), awards, damages, losses and/ or expenses to which the Bank may suffer, sustain and/ or be subject to for whatever reason in relation to our use or purported use of the Service, including but not limited to:

- a) any unauthorised use by any party of the Security Devices;
- b) any breach by us of the terms and conditions of the Agreement;
- c) any:
  - i. failure or malfunction in our hardware and/ or software used in connection with the Service; or
  - ii. any viruses and other malicious, destructive or corrupting code, program or macros, trojan horses, worms, logic bombs or other software routine or hardware components designed to permit unauthorized access which have been introduced by us to the Service, which affects or causes the Service and/or the Bank's hardware, software and/ or other automated systems to fail or malfunction; and
- d) any claim by any other party against the Bank arising from sub-clauses (a), (b) or (c) above.

### **15. Intellectual Property Rights**

15.1 We acknowledge that:

(a) the Content, including but not limited to text, software (including any html, Java script, Java, CGI script or any other computer code), music, sound, photographs, video, graphics, graphical user interface, forms, diagrams or other material, used in connection with, incorporated or contained in or presented to us through the Service;

and

(b any materials (including any software or computer code of any kind and user manuals) and/or information presented to us by the Bank for use with the Service (all the aforementioned content and/or materials to be collectively referred to as "Content") are the exclusive property of the Bank and/or its third party licensors.

15.2 We acknowledge and agree that we are only permitted to use the Content as expressly authorized by the Bank. The Agreement does not transfer any right, title or interest in the Service or the Content to us and we may not copy, emulate, pirate, reproduce, distribute, publish or commercially exploit the Content or create derivative works from this Content without expressly being authorized to do so in writing by the Bank under the manually signed authorization from two of its authorized officers.

## **16. Software, Hardware & Security Devices**

16.1 We acknowledge and agree that Bank reserves the right to change the type or versions or specifications of any hardware or equipment that we may be required to use for the Service, and in the event such requirements are not met by us, the Bank may reject any Instructions sent by us and terminate the Agreement forthwith by a mere intimation on-line.

16.2 The Bank grants to the Customer a non-exclusive non-transferable license to use the Security Devices only for the purposes of accessing the Service. The Customer shall not disassemble or reverse engineer any Security Device and shall not cause any portion thereof to be copied, removed, modified, transferred, adapted or translated in any form, in whole or in part, and shall not allow any third parties to have access to the Service or any documentation relating to Service or any part thereof without the prior written consent of the Bank through a written authorization signed manually by two of the Bank's authorized officers.

## **17. Force Majeure**

The Bank shall not be responsible or liable to the Customer for:

- a) delays or failure in performance, whether foreseeable or not; and/ or
- b) any losses, costs or expenses, including business setbacks, howsoever arising, whether foreseeable or not, resulting from or due to any circumstances or causes whatsoever which are not within the reasonable control of the Bank.

17.2 Without prejudice to the generality of Clause 15.1 (b) above, the following shall be regarded as circumstances and/or causes beyond the Bank's reasonable control:-

- i. flood, lightning, acts of Allah, fire, earthquakes and other natural disasters;
- ii. strikes, labour disturbances, lockouts, material shortages, riots, acts of war;
- iii. acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental (federal, provincial and/ or local) parliamentary or local authority or any governmental laws, rules and regulations;
- iv. import or export regulations or embargoes;
- v. power failure;
- vi. acts or defaults of any telecommunications network operator;
- vii. circumstances where communication lines for the Bank's computer systems (whether in Pakistan or elsewhere) cannot be used for reasons attributable to third party telecommunications carriers;
- viii. any act of terrorism or sabotage, or malicious act;
- ix. hostilities or army action; and
- x. disruption of communications by the governmental or offshore agencies.

17.3 The obligation of the Bank, so far as affected by circumstance(s) or cause (s) beyond the Bank's reasonable control shall be suspended during the continuance of any delay or failure in performance so caused and such delay or failure shall not be a breach of the Agreement.

## **18. Records of the Bank**

We acknowledge and agree that the Bank's records and any records of the Instructions, communications, operations or transactions made or performed, processed or effected through the Service by us or any person purporting to be us, acting on our behalf or purportedly acting on our behalf, with or without our consent, or any record of transactions relating to the operation of the Service and any record of any transactions maintained or by any relevant person authorised by the Bank relating to or connected with the Service shall be binding and conclusive on us for all purposes whatsoever and shall be conclusive evidence of the transaction and our liability to the Bank. We hereby agree that all such records, including computer generated and recorded messages are

admissible in evidence and that we shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were incorporated and/ or set out in electronic form or were produced by or are the output of a computer system, and hereby waive any of our rights (if any) to so object.

## 19. Notices

Any notices, demands or other communications may be sent by:

(a) the Bank to us by telex, facsimile, post or otherwise in writing to our address or telex or facsimile number last known to the Bank or at our registered office or any of our principal places of business. Any notice or other communication made or given to us in accordance with this sub-clause shall be effective (notwithstanding that it is returned undelivered) and shall be deemed to be received by us, if sent by telex or facsimile, on the same day or, if sent by post or dispatched to an address in Pakistan, on the business day next following the date of posting or in the case of an address outside Pakistan, on the fourth business day next following and exclusive of the date of posting;

(b) us to the Bank by tele-fax or telex and shall be effective, for tele-fax, upon receipt by us of the Bank's written confirmation of receipt, and for telex, on the day of transmission, provided that appropriate answerback are received;

(c) to the Bank by hand delivery which shall be effective at the time of delivery, or registered mail which shall be effective upon receipt by the Bank;

(d) Either party by electronic transmission and which shall, in the case of the Customer, be digitally signed and/ or authenticated with the Security Devices in such manner as required or notified by the Bank. Notices, demands or other communications sent by electronic transmission shall, subject to Clauses 5.2 and, 8 be effective upon receipt by the information system of the recipient;

(e) The Bank to us to our email address notified to the Bank and shall be effective on the date and time of transmission by the mail server operated by the Bank and/or its service provider unless the Bank receives a non-delivery or "returned mail" reply message or any error message indicating that the email was not successfully sent to the Customer's mailbox or the mail server operated by the Customer or the Customer's service provider within one day from the date of transmission of the email from the mail server operated by the Bank or its service provider, and

(f) The Bank to us using such other method as prescribed in the Agreement.

## 20. Termination

20.1 We acknowledge that the Bank shall be entitled;

- a) in its absolute discretion to forthwith terminate the Agreement or to forthwith deactivate or revoke the Service upon seven (07) days' notice without any reasons at any time by giving notice in writing;
- b) to forthwith terminate the Agreement without any notice, if we are in default of the Agreement or any other agreement with the Bank and to forthwith suspend our use of the Service without any notice while the Bank is investigating whether such default may have occurred; the term default shall include malfunctioning or infestation of our computer system due to virus or other malfunctioning or due to our failure to use an appropriate system or software, which is likely to affect the Service;
- c) to forthwith suspend the Service, including Banking Services without any notice due to reasons beyond its control, including due to malfunctioning or disruption of the satellite or communication systems;
- d) due to non-payment of fee, that may be prescribed by the Bank from time to time.

20.2 The Customer may terminate the Agreement by giving seven (07) days' prior written notice to the Bank.

20.3 Termination of the Agreement shall not affect the on-going operation of any indemnity given by us in respect of the Agreement for the Service, or affect any right or liability which may have accrued prior to termination; such indemnity shall survive the termination of the Agreement.

20.4 Termination of the Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination. Without prejudice to the generality of the aforesaid, the obligations under Clauses 4, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16 and 21 shall survive termination of the Agreement.

## 21. Amendments

We acknowledge and agree that the Bank may impose such further terms and conditions and to make such changes to the Agreement as well as to any of the Bank's terms and conditions applicable to each of the services

or Applications available under the Service as the Bank may in its discretion deem fit from time to time. Prior to any change in the terms and conditions of the Agreement, the Bank will notify us by such method of notification as may be designated by the Bank, which may include notification by way of email or by posting the changes online. If we do not agree to be bound by the changes, we shall cease all access and/ or use of the Service and shall terminate the Agreement immediately by giving written notice to the Bank. We further agree that if we continue to use and/or access the Service after being notified of such change to the Agreement, such use and/or access shall constitute an affirmative:

- a) acknowledgement by us of the Agreement and its changes; and
- b) agreement by us to abide and be bound by the Agreement and its changes.

## **22. No Assignment by Customer**

The Customer agrees and undertakes not to assign, charge or otherwise deal with the Agreement in any way. The Bank may, without notice or consent of the Customer, delegate or sub-contract any rights or obligations under the Agreement to any other third party.

## **23. Confidentiality**

We undertake to keep strict confidentiality as to the terms and conditions of the Agreement and the Applications referred to in the Agreement, as well as all information, data and material pertaining to the Bank, which we may have access or which may become privy to in the course of our availing of the Service under the Agreement, as well as after the termination of the Agreement. We agree and acknowledge that any unauthorized disclosure by us or by our agents, representatives, or service providers, of any information or data by us can cause colossal damages to the Bank for which we will be liable.

## **24. Customer Privacy Policy**

The Bank reserves the right to store information on a user's computer in the form of "cookie" or similar file for purposes of modifying the Site to reflect users' preferences. The Bank's Privacy Policy Statement provides additional information regarding Bank's use of cookies as well as procedures for disabling cookies, which shall be considered as an integral part of these Terms and Conditions

## **25. Terms of Banking Services**

In addition to these Terms and Conditions, we agree that all other terms and conditions applicable to the Banking Services and/ or the Applications or other arrangements between the Bank and us ("Terms of Banking Services") will continue to apply in full force and effect. In the event of any inconsistency between these Terms and Conditions and the Terms of Banking Services, these Terms and Conditions shall prevail in so far as the inconsistency relates to the Banking Service in question.

## **26. Waiver**

No forbearance, delay or indulgence by the Bank in enforcing the provisions of the Agreement shall prejudice or restrict the rights of the Bank nor shall any waiver of the Bank's rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for the Bank is exclusive of any other right, power or remedy available to the Bank and each such right, power or remedy shall be cumulative, unless where otherwise expressly stipulated in the Agreement.

## **2.7 Governing Law**

27.1 The Internet Banking Service and these Terms and Conditions as well as related applications, agreements, documents, etc. shall be governed in accordance with the Banking Companies Ordinance, 1962, the Electronic Transaction Ordinance, 2002 and other prevailing laws of the Islamic Republic of Pakistan, including all rules and regulations for the time being in force.

27.2 The courts of the place within Pakistan in which the branch of the Bank providing Internet Banking Service shall have the jurisdiction to try all suits and other legal proceedings.

## **ATM / Debit Card**

The Cardholder / Account Holder understands that by signing this Application Form, the Cardholder / Account Holder agrees to all the terms and conditions contained herein relating to the Bank AL Habib Debit Card and/or ATM Card, as applicable (Terms and Conditions) issued by Bank AL Habib Limited (hereinafter referred to as "the Bank"). These Terms and Conditions are in addition to and not in substitution for any other agreements,

mandates, terms and conditions relating to the Cardholder's / Account Holder's account(s) with the Bank including the General Terms and Conditions. These Terms and Conditions are to be read in conjunction with (i) the Account opening terms and conditions as shall be applicable to the Account from time to time (ii) the general terms and conditions and any other specific applicable terms and conditions for bank accounts and banking services from time to time ("General Terms and Conditions"). The Cardholder confirms having read and understood the General Terms and Conditions relating to all the services mentioned herein, as issued by the Bank from time to time and posted on the corporate website of the Bank, and agrees to be bound by such General Terms and Conditions.

## **1. Definitions**

- 1.1 "Account" shall mean the bank account held with the Bank in the name of the Cardholder / Account Holder (whether solely or jointly with another person), the number of which account is or shall be specified in the application form for the Card.
- 1.2 "Account Holder" shall mean the person(s) having a bank account(s) (whether solely or jointly with another person) held with the Bank and in the name of such person(s);
- 1.3 "Bank AL Habib ATM Card" shall mean the ATM card issued by the Bank to the Cardholder.
- 1.4 "Bank AL Habib Debit Card" shall mean the debit card issued by the Bank to the Cardholder.
- 1.5 "Branch" shall mean that branch of Bank AL Habib Limited, where the Account is held.
- 1.6 "Card" shall mean the Bank AL Habib Debit Card or the ATM Card, and shall include any replacement card or supplementary card, as applicable.
- 1.7 "Cardholder" shall mean the person(s) authorized to operate the Account (singly in case of Joint Account held on an either or survivor basis) in accordance with the Bank's Terms and Conditions applicable to such Account, and where applicable, persons who shall be issued a supplementary Card.
- 1.8 "PIN" means the Personal Identification Number which the Cardholder uses from time to time with the Card and shall also include the Telephone Personal Identification Number ("TPIN") where the context so permits.
- 1.9 "Transaction" means any cash withdrawal or payment or any other transaction that may be made using the Card, or any refund arising in connection with the use of the Card in any authorised manner for debit or credit to the Account.

## **2. Card Issuance**

The Bank may issue a Card, at its sole discretion, when the Cardholder has duly completed an application form, agreed to these Terms and Conditions and the General Terms and Conditions for bank accounts and the same have been approved by the Bank. Opening and maintaining an Account with the Bank is a condition precedent for the issuance of a Card.

## **3. Card Ownership**

- 3.1 The Card shall remain the property of the Bank at all times and the Bank may, through any of its authorized officers, employees, associates or agents retain the Card, require the Cardholder to return the Card or suspend the use of the Card at any time in its absolute discretion and the Bank shall not be liable for any loss suffered by the Cardholder as a result thereof.
- 3.2 The Card shall only be used by the Cardholder. The Cardholder is not permitted to give his/her Card to third parties and is responsible for ensuring that the Card is not accessible to any such third parties.

## **4. Bank AL Habib Debit Card Usage**

- 4.1 The Bank AL Habib Debit Card may be used to withdraw money at any Automated Teller Machine ("ATM") or to access any additional banking services offered through the ATMs (including, but not limited to transfer of funds locally from one account to another within the Bank or any other bank in Pakistan and payment of utility bills). The Bank AL Habib Debit Card may also be used for payment for goods and/or services at retailers or suppliers worldwide who accepts the Bank AL Habib Debit Card, subject to compliance with the relevant bankcard association's rules and regulations, as applicable from time to time.
- 4.2 If the Cardholder uses the Bank AL Habib Debit Card for Transactions outside Pakistan (including ATMs), the Cardholder will be liable for currency conversion and service fee which is charged upfront at the time of the Transaction. However, the Bank makes no warranty and assumes no liability or responsibility for any limitation on conversion or availability of foreign exchange whether due to State Bank of Pakistan or otherwise.
- 4.3 In case a merchant makes a refund for a Bank AL Habib Debit Card transaction, the Bank will credit the

relevant Bank AL Habib Debit Card Account upon receipt of cleared refund amount from the merchant or the settlement bank in respect of such refund. The Bank will not be responsible for any delay in receiving such refunds.

4.4 The primary Cardholder shall be solely responsible for all Transactions carried out using a supplementary Bank AL Habib Debit Card. In this regard, the point of contact for the Bank in conjunction with all matters relating to the usage of the supplementary Bank AL Habib Debit Card (including any related dispute) shall be the primary Cardholder and the primary Cardholder acknowledges and accepts the same. The Bank shall also require the consent and signature of the primary Cardholder on any correspondence or instructions (including any amendment) to the Bank relating to the supplementary Bank AL Habib Debit Card. The supplementary Bank AL Habib Debit Cards shall not be issued to minors.

4.5 The Bank AL Habib Debit Card can be used for TeleBanking services and other financial transactions /services which can be conducted through the ATM across Pakistan (e.g. utility bills payment, electronic funds transfer etc.), as offered by the Bank from time to time.

## **5. Bank AL Habib ATM Card Usage**

5.1 The Bank AL Habib ATM Card shall be issued for use on ATMs and Point of Sales (POS) Terminals installed at the branches and at business place(s) of merchants and the ATM/Debit Switch designated by the Bank within Pakistan and all transactions shall be in Pak Rupees.

5.2 The Bank AL Habib ATM Card can also be used for TeleBanking services and other financial transactions /services which can be conducted through the ATM across Pakistan (e.g. utility bills payment, electronic funds transfer etc.), as offered by the Bank from time to time.

5.3 The Bank AL Habib ATM Card shall not be used to overdraw the Account or to obtain credit of any description or nature and shall not under any circumstances be alienated, transferred, pledged or made subject to any lien, charge or encumbrance of any nature.

5.4 The Bank reserves the right to limit cash withdrawal and total purchases amount from an ATM or POS terminal during 24 hours period and to advise the Cardholder of such limits from time to time.

5.5 The Bank shall not be responsible for any loss or damage arising directly or indirectly from any malfunction or failure of the Bank AL Habib ATM Card or the ATM/ POS/ TeleBanking service or the temporary insufficiency of funds of such machines or the suspension or the closure of the machine for repair or servicing or power breakdown.

5.6 The Bank shall have the right to rectify any error(s) in the entries and reverse any erroneous entries in the Account due to any bonafide mistake or malfunction of the ATM/POS/ TeleBanking service. The Bank's record of any Transaction generated electronically or otherwise shall be conclusive evidence of such transaction

5.7 The Bank shall not issue any supplementary Bank AL Habib ATM Card to the Cardholder.

## **6. Card Validity**

6.1 The Card shall not become valid or operational until the Cardholder acknowledges receipt of the Card and accepts the Terms and Conditions for Card usage. The Card will be activated in such manner as the Bank may specify from time to time.

6.2 The Card shall only be valid for the period specified on it and must not be used beyond such period or if the Bank has required by notice in writing to the Cardholder that the Card be returned to the Bank. When the period of validity of a Card expires, it must be destroyed by cutting it in half through the magnetic strip, which shall be the responsibility of the Cardholder.

## **7. Loss or Theft of the Card**

7.1 The Cardholder must take all precautions to prevent un-authorized use of the Card or the PIN. If the Card is lost or stolen, the Cardholder shall immediately notify the Bank by telephone on the contact number(s) from time to time notified to the Cardholder and the Cardholder must, in addition, immediately notify the Bank in writing of such loss or theft. The Cardholder will be solely responsible for any losses or expenses incurred as a result of the loss, theft, misuse or unauthorized use of the Card. The Bank shall take reasonable steps to deactivate the Card upon it being reported stolen or lost, subject to the Cardholder providing information to establish his/her identity to the satisfaction of the Bank. However, the Bank will not assume liability for any misuse of the Card until such time as it is deactivated and the Bank's record of transaction processed by the Card shall be conclusive and binding evidence for all purposes.

7.2 The Cardholder must co-operate with any officers, employees, representatives or agents of the Bank and/or

law enforcement agencies in any efforts to recover the Card if it is lost or stolen. The Bank is authorized to disclose information about the Cardholder and the Account if the Bank ascertains that it will help avoid or recover any loss to the Cardholder or the Bank, resulting from the loss, theft, misuse or un-authorized use of the Card. If the Card is found after the Bank has been given notice of its loss or theft the Cardholder must not use it again. The Card must be cut in half through the magnetic strip by the Cardholder and returned to the Bank immediately.

7.3 The Cardholder shall use the Card entirely at his/her own risk and shall indemnify and hold the Bank harmless from and against all losses, damages and costs as a result of using the Card.

7.4 The Cardholder shall not pass the Card to any other person and undertakes that he/she shall take every possible care to prevent the Card from being lost, mislaid or stolen.

7.5 The Cardholder accepts all debits made to the Account arising from use of the Card without limitation, (except after written notice of loss has been received and acknowledged by the Bank).

7.6 The Bank shall not be liable for any loss to the Cardholder whatsoever arising out of or in connection with failure or delay in carrying out his/her instructions.

## **8. PIN**

8.1 The Card shall be issued with a Personal Identification Number (PIN).

8.2 The Bank shall also issue a PIN to the Cardholder, upon request by the Cardholder. If the Bank issues a PIN, the Cardholder must take all reasonable precautions to avoid unauthorized use, including but not limited to, destroying any correspondence containing the PIN promptly after receipt, never disclosing the PIN to any third party, never writing the PIN on the Card or any other item normally kept with the Card and never writing the PIN in a way that can be understood by someone else.

8.3 The Cardholder shall take every precaution to prevent disclosure of any electronic service PIN/ Password availed by the Cardholder, to any third party, accidentally or otherwise. All transactions carried out by use of the PIN/Password shall be treated as transactions carried out by the Cardholder, even in cases where the PIN/ Password is divulged to any other person unless the Cardholder has blocked the Card. The Cardholder shall indemnify and keep the Bank indemnified and harmless from and against all losses, damages and costs that may occur as a result of the PIN divulgence. If the PIN is unwittingly or otherwise divulge to a third party, the Cardholder must notify the Bank as soon as the Cardholder becomes aware that a third party (besides the Cardholder) knows or is suspected of knowing the PIN.

8.4 Where verbal notice of loss, theft or misplacement of the Card or of the PIN divulgence is given it must immediately be confirmed in writing to the Cardholder's branch of the bank.

Each person, who through the use of the Card with the PIN withdraws cash or makes payment(s), will be considered by 8.5 the Bank to be an authorized Cardholder. This also applies if this person is not actually a Cardholder and the Bank is authorized to accept such Transactions by the aforesaid use and debit the relevant Account(s) in respect of such Transactions. The risk arising from the use and the misuse of the Card is thus solely assumed by the Cardholder directly and Bank will not be liable in respect of the same. If the PIN is held with the Card and subsequently lost or stolen, the Cardholder will be solely liable for all PIN related Transactions. If the Cardholder discloses the PIN to any third party, then the Cardholder will be solely liable for all subsequent PIN related Transactions.

## **TPIN**

8.6 The Bank is authorized to act on any telephone instruction(s) that has/ have been given by the Cardholder either after call center manual standard verification or where the TPIN generated by the Cardholder using the Bank's IVR service is provided at the time of giving such instructions.

8.7 Notwithstanding that the Cardholder has changed his/her TPIN using the Bank's IVR service, the Cardholder will continue to remain liable for any unauthorized transaction(s) or loss(es) incurred as a result of any unauthorised use of the Card after the TPIN has been changed. Once the TPIN has been changed by the Cardholder using the IVR service, the changed TPIN number shall be deemed to be a new TPIN and the Bank shall not be held responsible for any unauthorized transaction(s) or loss(es) incurred by the Cardholder following such change.

## **9. Charges**

9.1 The Cardholder agrees that charges, fees, duties, levies and other expenses (collectively the "Charges") will be charged by the Bank for the issuance and usage of the Card as per the Schedule of Charges. The Cardholder

agrees to pay and reimburse the Bank, all or any such charges immediately upon demand. Such charges may change from time to time as per the Schedule of Charges of the Bank and it shall be the Cardholder's responsibility to comply with the same. All charges are non-refundable unless otherwise indicated by the Bank.

9.2 The Cardholder shall ensure that sufficient funds are always available in the Card related Account before making any withdrawals/ purchases and to account for any Charges levied. If, for any reason, an Account becomes overdrawn by use of the Card, the Cardholder shall be responsible to pay the deficit along with additional amount, charges etc. at the prevailing rate applicable to clean finance facility allowed by the Bank to its customers which shall be payable immediately on demand by the Cardholder, together with 20% liquidated damages on the outstanding amount. The additional amount, charges shall be credited to charity account and will be utilized for charitable purposes. The Bank shall also have the right to cancel the Card. Notwithstanding such cancellation the Cardholder shall remain liable for the amount overdrawn by him/ her together with additional amount, charges, liquidated damages etc.

9.3 The Bank shall debit the Cardholder's Account with the amount of any withdrawal/ transfer payment and all such payments as effected by the use of the Card along with the related bank charges, additional amount etc., including taxes/ duties levied by the Federal or Provincial Government and all such entries in the account shall be conclusive and binding upon the Cardholder.

## **10. Total Usage**

10.1 The total amount of any Transactions carried out in any single day shall be limited to such amounts and by such other conditions as shall be notified in writing to the Cardholder by the Bank from time to time, with effect from the date of such notice. The Cardholder shall not enter into Transactions involving the Card for a value in excess of the credit balance or limit (if any) of the Account as may be prescribed from time to time.

10.2 If the Bank is asked to authorise a Transaction, the Bank may take into consideration any other Transactions which have been authorized but which have not been debited to the Account (and any other transactional activities upon the Account) and the limits and other conditions referred to in these Terms and Conditions. If the Bank determines that there are or will be insufficient available funds in the Account to pay the amount that would be due in respect of such a Transaction, the Bank may, in its own absolute discretion, refuse to authorise such Transaction, in which event such a Transaction will not be debited to the Account. The Bank shall not be liable for any loss resulting from any such refusal to authorize any Transaction.

## **11. Insufficient Funds**

In the event that there are insufficient funds available in the Account for any Transaction or other amount payable from the Account, including additional amount, fees, charges, currency conversion charges, service fee or any other payments due to the Bank, the Bank may in its own absolute discretion (and without any obligation to do so) transfer or arrange the transfer of sufficient funds from any other account held by the Cardholder with the Bank to the Account. In this regard, the Cardholder permits, authorizes and consents to the Bank consolidating, combining or setting off any such credit balances existing in such other accounts against the Transactions charged or to be charged by the Cardholder against the Account.

## **12. Refusal to Accept Card**

12.1 The Bank shall not be liable for any loss resulting from the refusal of any retailer, supplier, other bank or card operated machine or any other person or entity to accept use of the Card in connection with any Transaction. No claims of the Cardholder against any retailer or supplier may be the subject of set-off, claim or counterclaim against the Bank.

12.2 The Bank shall not be liable in any way for the quality, quantity, sufficiency, acceptability, merchantability of goods and / or services booked, used or purchased by the Cardholder through the use of the Card or for any breach or non-performance of any Card Transactions by a retailer or supplier. The retailer or supplier shall under no circumstances be regarded as an agent or representative of the Bank and the Bank shall not be responsible or liable in any manner for any acts or omissions or breach of representations on part of the merchant/ retailer.

12.3 In the event of a dispute between the Cardholder and a retailer relating to the Card or a Transaction and/or the Bank or any other person, the Cardholder's liability to the Bank shall not, in any way, be effected or reduced or suspended by such dispute or any counter claim which the Cardholder may have against such retailer or other person.

## **13. Statement**

13.1 The Cardholder must check the record of the Transactions from the statement of Account as per the set

frequency through internet banking, through a mini statement from an ATM or a statement sent by the Bank to the Cardholder.

13.2 The Cardholder must inform the Bank in writing within fifteen (15) days of a Transaction or issuance of a statement, whichever is later, if any irregularities or discrepancies exist in the Transaction particulars of the Account on any Account statement that the Bank sends to the Cardholder. If the Bank does not receive any information to the contrary within the above fifteen (15) days period, the Bank is entitled to assume that all Transactions are correct and may be treated as conclusive evidence for all purposes.

13.3 In the event that the Card is used at any ATM and the Cardholder receives short payment or no payment despite the Transaction having been successfully executed, he/she must inform the Bank in writing within fifteen (15) working days of the impugned Transaction, otherwise the Bank's statement of Account and records shall be deemed to be conclusive of the matter. Furthermore, in the event the Cardholder uses the Card at any ATM which is not operated by the Bank, then the Bank shall be entitled to rely on the records provided to it by the 1-Link switch and any omission or failure by the Bank to contemporaneously debit the Cardholder's Account for any Transaction by the Cardholder may be completed by the Bank on any subsequent date by direct debit without prior reference to the Cardholder.

#### **14. Cancellation of Transactions and Errors in Transaction**

14.1 A Transaction cannot be cancelled by the Cardholder after it has been completed.

14.2 In case a Cardholder uses the Card at an ATM and the Cardholder's Account is debited and cash not distributed or disbursed short, the Cardholder will be required to submit a claim for the amount of the respective Card Transaction with the Bank and the Bank will reverse the claimed amount only after verification of such amount for the subject Card Transaction from the ATM and the respective bank whose ATM was used.

14.3 In the event of any other disputed Transaction, the Cardholder must send a written intimation, with details of the dispute, to the Bank within fifteen (15) days from the date of the disputed Transaction. If such a written intimation is not received by the Bank within fifteen (15) days of the disputed Transaction, the said Transaction will be deemed to be authentic and the Customer shall be liable for the Transaction.

#### **Posting**

15.1 Subject to these Terms and Conditions, the Bank will normally debit Card Transaction amount to the Account as soon as the Bank receives advice electronically or otherwise from the Retailer or POS merchant in connection therewith, provided that the Bank will not be liable for any loss resulting from any delay in doing so.

15.2 The Cardholder agrees to reimburse the Bank for any amounts that are due from the Cardholder for Transactions authorized by him/her even after closing of the relevant Account.

#### **16. Refund**

If a retailer or supplier makes a refund by means of a Transaction the Bank will only credit the Account when and if it receives the retailer or supplier's proper instructions to do so, as well as the funds in respect of such refund, provided that the Bank will not be responsible for any loss resulting from any delay in receiving such instructions and funds.

#### **Promotions**

Without prejudice to the foregoing, the Bank may, from time to time and at its sole discretion, promote the goods or services of certain specified companies ("Affiliates") amongst all or any of its Cardholders. If such a promotion is made available to the Cardholder and the Cardholder avails the promotion, the Cardholder agrees that in addition to these Terms and Conditions, the Cardholder will abide by the Terms and Conditions of the promotion as stipulated by the Affiliates, in consultation with the Bank. Such a promotion may be withdrawn at any time without any notice to the Cardholder.

#### **Termination & Suspension**

18.1 In order for the Cardholder to terminate the Agreement comprised in these Terms and Conditions, in respect of the Card, the Cardholder must notify the Bank in writing, cut the Card in half through the magnetic strip and return the Card to the Bank. Such termination shall be effective, subject to the provisions of these Terms and Conditions and upon receipt by the Bank of such notice of termination by the Cardholder.

18.2 The Bank is authorized to suspend Transactions linked with the Card and suspend the Card at any time, without prior notice to the Cardholder and without assigning any reason thereof.

18.3 The Bank may suspend, withdraw or terminate the Card and cancel the Card without assigning any reason

thereof and without affecting the Cardholder's liabilities and obligations to the Bank. The Cardholder further accepts that no prior notice will be required to be given by the Bank for such suspension/ withdrawal/ cancellation and retention of the Card by the ATM and refusal by the ATM to honour instructions through the Card may be construed as a withdrawal/ cancellation of the Card, unless confirmed otherwise by the Cardholder from the Bank.

### **19. Terms and Conditions to Remain in Full Force and Effect**

These Terms and Conditions shall be deemed to remain in full force and effect if and in so far as any Transaction is completed but not debited to the Account prior to termination thereof.

### **20. Post Termination**

Termination of these Terms and Conditions shall not prejudice any liability in respect of things done or omitted to be done prior to termination thereof.

### **21. Liability of Parties**

21.1 The Bank shall not be liable to the Cardholder for any loss suffered as a result of the Bank being prevented from or delayed in providing any banking or other services to the Cardholder due to strikes, industrial action, failure of power supplies, systems or equipment, start of day or end of day activity or any other causes beyond the Bank's control. The Bank shall not be liable in any manner for any accidental death, injury, property damage or any other loss or damage that may be sustained by the Cardholder in using the Card at the ATM rooms or locations and it is agreed that the Cardholder shall use the Card entirely at his/her own risk, cost and consequences.

21.2 The Cardholder has no claim to any compensation from the Bank if use of the Card is not possible due to technical malfunctions and operations failures or any other reasons whatsoever and the Bank excludes all liabilities for all losses or damages suffered by the Customer for not being able to use the Card.

21.3 Whenever the Card is used by the Cardholder for payment of any utility or other bills, the Cardholder shall remain solely liable for any penalty, cost or surcharge which may be levied by the utility or service provider for late payment or any other reason, irrespective of whether the Cardholder provided adequate notice and proper details to the Bank.

21.4 The Cardholder will be liable for all losses or costs incurred by the Bank as a result of any breach by the Cardholder of the Terms and Conditions contained herein and shall reimburse to the Bank all such costs on the Bank's first demand.

21.5 The Cardholder accepts that all Transactions shall be binding jointly and severally on all joint Account Holders.

21.6 The Bank shall not be liable for insufficiency or inaccuracy of the information given/ received through the Card and the Bank reserves its right to update and vary such information from time to time and at any time.

### **22. Change of Terms and Conditions**

22.1 These Terms and Conditions and any charges relating thereto may be changed by the Bank at its sole option at any time and from time to time by notice (whether general, specific or by publication in the Bank's Schedule of Charges) to the Cardholder(s).

22.2 Any such changes will be effective from the date stated on the notice or Schedule of Charges or such later date as may be expressly specified therein by the Bank. However, any charges or fees due to the bank card associations in respect of the use of the Card and any variations thereto made by the relevant bankcard association shall be solely to the Cardholder's Account only, in accordance with the time period specified by such bankcard association and the Bank shall not be liable for same.

22.3 The Bank may (but shall not be obliged to) record the telephone instructions in writing and/or by tape recording and/or other method and such record of any instruction shall be conclusive and binding on the Cardholder. The Bank may in addition require the Cardholder to execute such other documents as may relate to the services or to any such instructions given by the Cardholder and the Cardholder shall execute all such documents as may be required by the Bank in this regard.

### **23. Disclosure**

The Cardholder / Account Holder authorises the Bank to disclose any information in relation to the Cardholder and Account to companies within the Bank's group of companies, third party processors, third party service providers and/or card personalization firms utilised by the Bank from time to time. Such information shall

include but not be limited to the Cardholder's / Account Holder's details, the Card, the Account and any Transaction as the Bank considers in its sole opinion to be necessary or desirable. The Bank may also disclose such information in relation to the Cardholder / Account Holder, the Card, the Account or any Transaction to any person or entity, as may be required by law, practice or usage.

#### **24. Indemnity**

The primary Cardholder / Account Holder hereby indemnifies and holds the Bank harmless against any or all losses, damages, claims, costs or expenses which the Bank suffers or sustains as a consequence of the Cardholder / Account Holder being in breach of these conditions or the Terms and Conditions governing the Account or the Cardholder using or permitting the use of the Card for any Transaction, whether illegal, unauthorised or otherwise. In this regard, in the event of the Cardholder's death, the Bank should be notified immediately by the Cardholder's next of kin or successors for blockage of the Account and the Card shall be promptly returned to the Bank for cancellation. Any Transactions made on the Card prior to the date of suspension of the Account using the Card will be charged to the Cardholder's Account and this shall continue until such notice of death is received in writing by the Bank. The Bank shall not be responsible for any losses resulting from and delay in such suspension being made effective. Pending provision of a succession certificate by the successors of the Cardholder or such other document as the Bank may specify, the Cardholder's Account will remain frozen. The Cardholder should never disclose the PIN/Passwords or other personal confidential information on call, by email/ SMS. The Cardholder agrees to immediately inform the Bank of any phishing, spoofing or hacking activity(ies) suspected by the Cardholder in relation to the Card or services thereto which form part of these Terms and Conditions. In the event the Cardholder fails to inform the Bank of such activity(ies), if suspected, the Cardholder shall indemnify the Bank against all losses, claims, costs and expenses suffered or sustained by the Cardholder.

#### **25. SMS/ADC Alerts Service**

The Cardholder shall be provided SMS alerts or such other alerts through alternate delivery channel(s) ("Alerts") in respect of Transactions made by the Cardholder to the Cardholder's Registered mobile number(s). All information pertaining to the Account(s) and/or Transactions shall be provided automatically from time to time through Alerts and shall be entirely at the risk and responsibility of the Cardholder.

#### **26. E - Statements**

The Cardholder shall be able to view or download any eStatement issued under alternate delivery channel services. The Cardholder acknowledges that the eStatement will be electronically viewed or downloaded (as the case may be) at the entire risk and responsibility of the Cardholder.

#### **27. Link Account(s) disclaimer**

The Cardholder understands and accepts the liability if the Cardholder requests the Bank to link more than one of accounts maintained with the Bank to a Card. The Cardholder accepts and acknowledges that linking more than one account to a Card exposes all of the linked accounts to the risk of loss, theft or misuse of a Card and/or Account.

#### **28. Contact Details**

On notification by the Cardholder / Account Holder, either by telephone or in writing, to the authorized office/representative of the Bank conveying fresh or amended contact details in respect of the Account, Card and/or Cardholder / Account Holder, the Bank shall be authorized to update its record by amending the previous particulars in accordance with the updated particulars notified to the Bank.

#### **29. Governing Law**

These Terms and Conditions are subject to the rules and regulations, circulars and directives of the State Bank of Pakistan (as may be applicable from time to time) and will be governed by the substantive and procedural laws of the Islamic Republic of Pakistan. The courts in Pakistan will have exclusive jurisdiction. Proceeds of the balance shall be sent by Payment Order to the Account Holder's address.

#### **E-Statement**

1. The eStatement will be sent electronically to the assigned email address provided by the Account Holder.
2. The Accountholder hereby agrees to accept the contents of eStatement mailed to the designated email address as correct, unless any errors or omissions noted in the eStatement are reported to the Bank in writing through relationship Branch within 07 working days from the date of receipt of the eStatement.

3. The Account Holder shall advise the Bank in writing, in case change in email address or discontinuation of eStatement is required. In the absence of such advice, the Bank holds no responsibility of non-receipt of eStatement by the Account Holder.
4. The eStatement will be electronically sent at the Account Holder's request and at the entire risk and responsibility of the Account Holder.
5. The Bank shall not be liable for improper, incomplete or non-delivery of eStatement in case email is returned due to email attachment policy at Account Holder's end or inactivated email account etc.
6. The Bank does not guarantee that the integrity of the email has been maintained or that the communication will be free of viruses, interception or interference. The Account Holder accepts that the Bank does not warrant against any external factors affecting the privacy and/ or security of the emails during internet transmission.
7. Account Holder shall use the eStatement or its printed version as information for his personal record and shall not submit this for any legal requirement or for submission of it to visa granting authorities or admission in higher educational institution or any other usage. If needed Account Holder may request for hard copy of statement of account from Branch.
8. The Bank shall not be held responsible for any loss or damages resulting to the Account Holder on account of any delay, inaccurate or incorrect transmission or unauthorized access to the eStatement services.
9. The Bank at its discretion may impose additional conditions prior to acceptance of eStatement issuance request or activating its issuance. The Bank reserves the right to temporarily suspend the facility as deemed necessary.
10. The Bank reserves the right to make necessary changes as and when required in these terms and conditions, such changes will be displayed at the website or advised by email notification.
11. The Account Holder agrees to receive and accept periodical notices related to the Account(s) and/ or regulatory information sent by the Bank to Account Holder's email address.
12. The Account Holder is responsible for security of password of email. The Bank will not be liable of any undesirable event such as data corruption or unauthorized amendment of the information so given, Link down, email hackings, unwanted emails, and misuse of email address, delay and interruption whatsoever.
13. The Account Holder confirms that the statement of account will be under the custody of designated employee/ staff or Director of the company and agrees to keep the Bank indemnified and harmless against any/all liabilities, losses, claims, damages, costs or expenses which the Bank may incur or suffer as a result of the unauthorized use, misuse or loss of the statement of account sent to the given email address in the Account Opening Form.

### **SMS Alerts Service**

1. The accountholder requests the Bank to provide SMS Alerts ("SMS") in respect of banking transactions pertaining to accounts maintained by the accountholder with the Bank ("Account"). All information pertaining to the Bank and banking products offered by the Bank from time to time through SMS (the "Service"), shall be entirely at the risk and responsibility of the accountholder, and in consideration of the Bank agreeing at its absolute discretion to accept the request, the accountholder shall confirm that all SMS communications may be addressed to the accountholders at the mobile number(s) mentioned as per the subscription form.
2. The accountholder irrevocably agrees and undertakes that the Bank is authorized and instructed to provide the Service, as modified from time to time by the Bank.
3. The accountholder understands that the Bank assumes no responsibility whatsoever for any delay, non-delivery, inaccuracy and/or general failure of the Service and confirms that should the accountholder be dissatisfied with any portion of the Service, the accountholder's sole and exclusive remedy is to discontinue using the Service. The Bank shall not be responsible for any loss, damage or claim sustained by the accountholder as a result of using the Service.
4. The accountholder understands that the Bank reserves the right to make a correction to any information conveyed by an SMS in relation to the Services. The accountholder shall immediately inform the Bank of any erroneous information in an SMS so that the Bank may send a corrected SMS.
5. The accountholder understands and agrees that the Bank shall not be held responsible in case of any disclosure of the contents of the SMS to any undesired recipients, who are not authorized to know such information.

6. The accountholder acknowledges and places on record that there are inherent problems in verifying the authenticity of SMS transactions, and the Bank shall provide the SMS in an un-encrypted form for the convenience of the accountholder.
7. The Bank may at any time terminate the Service without assigning any reason whatsoever to the accountholder.
8. The accountholder agrees to pay the charges levied by the Bank for providing the Service. These charges shall be advised in the Bank's Schedule of Charges, which may be available as posted half-yearly on the branch notice boards and Bank's website. If the accountholder does not wish to continue with the Service any further, Accountholder will be required to contact the Call Center for discontinuation of the Service.
9. In case of a change in the mobile number mentioned herein and/or the loss of the SIM, the accountholder shall immediately inform the Bank. The accountholder shall inform the Bank forthwith of any unauthorized use of the Service, or any breach of security.
10. The accountholder will indemnify and hold the Bank and its officers harmless against any claims, demands, losses, fines, additional amounts suffered by the accountholder or any proceedings of actions initiated against the accountholder on account of the use of the Service by the Accountholder and understands that the Bank does not warrant, either expressly or impliedly, that the Service will meet the accountholder's requirements as specified from time to time, or that the Service will be uninterrupted, timely, secured, or error free in any manner or respect. The accountholder further agrees that the Bank or any of its employees or representatives or officers will not be responsible for any direct, indirect or incidental consequences
11. Where the application for SMS Alerts Service is jointly signed by persons maintaining joint account on either or survivor basis, the said person shall be jointly bound by these terms & conditions. All regulatory/mandatory SMS will only be sent to the primary accountholder of the joint account.
12. In case of change in Mobile Network Operator (Port-in), please contact 24/7 Call Center at 111-014-014.
13. SMS Alerts service shall be charged as per the rates specified in the Schedule of Charges + Federal Excise Duty per month per Account which may be subject to change from time to time.
14. Initial subscription charges will be deducted at the time of registration of the Service on real time basis.
15. Charges for foreign currency accounts will be deducted in native currency by applying the PKR currency conversion rate. The State Bank of Pakistan's EOD conversion rate for the day will be applicable on charges deduction date.
16. If sufficient balance is not available, partial recovery of the charges will be done automatically if full recovery is not possible for that period. If no balance is available in the account, charges will be deducted whenever amount will be credited in the accountholder's Account. The Bank's system will deduct charges outstanding from other checking account of the Account holder (on CNIC basis and in the same branch). This is only applicable if the other Account is operated on a singly, sole proprietor, or joint (either/ survivor) basis.
17. If charges are not recovered for last three (03) months, the Bank will un-subscribe the Accountholder for such SMS Alerts Service.
18. Withholding tax on banking transactions other than cash and any applicable Federal Excise Duty will be applied as per the Bank's existing practice.
19. SMS Alerts service will be subscribed once customer selects "Yes" and shall be charged as per the rates specified in the Schedule of Charges + Federal Excise Duty per month per Account which may be subject to change from time to time. In such case customer will receive SMS alerts on transactions as appearing on our website in addition to the mandatory SMS alerts. In case customer does not subscribe to the service by selecting "No", only Bank's recommended/ mandatory SMS alerts will be sent on the registered mobile number of the customer as per Bank's policy.
20. I/ We confirm having read and understood the Terms & Conditions.
  - i. The bank shall not refuse opening of accounts for prospective clients who meet the requirements laid out in the Prudential Regulations, other instructions issued by SBP from time to time and banks' own policies.
  - ii. The services rendered by bank for the opening and maintenance of regular savings accounts shall be free of charge. There shall be no condition of maintaining a minimum balance for these accounts. These instructions are applicable equally on all existing and new accounts. Similarly, no charges would be recovered by bank at the time of closing an account.
  - iii. Bank shall not demand more than Rs. 100/- as an initial amount for opening of regular savings accounts.

However, no initial deposit would be required for opening of accounts by (i) Mustahkeen of Zakat, (ii) Students, (iii) Employees of Government or Semi Government institutions for salary and pension purposes (including widows/children of deceased employees eligible for family pension/benevolent fund grant, etc.) and other similar types of accounts.

- iv. The bank shall pay profit invariably on "Profit and loss sharing (PLS) Accounts" without any condition of minimum balance in accordance with instructions issued by SBP from time to time.
- v. Accounts on which no transaction is done are marked "Dormant" after 1 year of inactivity. Dormancy Condition can only be removed if all Account Holder(s) visits the branch personally with identity documents, perform Biometric verification as per regulatory requirements and conducts a debit transaction (withdrawal) from the account on the same day. Account(s) which remain(s) inoperative for a period of ten years shall be classified as "Unclaimed" and thereafter shall be closed as per policy of the Bank. Balance(s) thereof shall be surrendered to SBP as per the provisions of Banking Companies Ordinance, 1962.
- vi. If the account shows a zero balance for six months it will be closed.

### **Declaration**

The Terms & Conditions comply with the Guidelines of Business Conduct, issued by SBP, to the extent such guidelines are applicable to banking services.

I confirm having fully read and clearly understood the terms and conditions mentioned above. I also confirm to abide by the terms and conditions specified above and any changes, supplements or modifications thereto that may be made by the Bank from time to time.

**This is a digital undertaking and acceptance of the same will constitute full and final truthful declaration of the content of this undertaking and that the same has been duly accepted by the customer.**