



## General

1. Any person(s) opening or operating an account with Bank AL Habib Limited (Bank) will be deemed to have read, understood and accepted each of the Rules/Terms and Conditions of Account [set forth herein] and the applicable Schedule of Bank Charges as issued and amended from time to time by the Bank posted on the Bank's website and displayed on the notice boards of the bank's branches.
2. No account shall be opened by the Bank unless it is either properly introduced or a satisfactory bank reference is provided and is acceptable to the Bank.
3. The person(s) opening the account will also be required to provide proper identity documents as per regulatory requirement. On expiry of any identification document the Account Holder is required to renew the same and provide the Bank with copies of the same.
4. All accounts maintained with the Bank are governed by and subject to the policies of the Bank in force from time to time and all applicable circulars, orders, directives, rules, regulations, decrees and restrictions issued by the State Bank of Pakistan and other competent governmental and regulatory authorities in Pakistan.
5. The Account Holder should immediately advise the Bank as soon as he/she leaves the country for residence abroad. On receipt of such information the account will be re-designated as a non-resident account and all deposits and withdrawals will be subject to the State Bank of Pakistan rules and regulations applicable from time to time with regard to non-resident accounts.
6. In the absence of a contract to the contrary, the credit balance in any joint account, in the names of two or more persons will in the event of death of any one or more of the Account Holders, become payable to the survivor or survivors in terms of the mandate of the account without reference to the heirs of the deceased person or persons.
7. In case intimation of death of an individual Account Holder/receipt holder is received, operations in the account will be stopped any withdrawal/ payment will be effected to the legal heir(s), executor(s), administrator(s) or other such personal representative of the Account Holder, only on the production and in terms of a valid succession certificate/letters of probate/ administration issued by a competent court of law or its equivalent.
8. In case of any dispute between joint Account Holders or upon receiving conflicting instructions from any joint Account Holders, the Bank upon receiving any such intimation/conflicting instructions, shall be entitled to stop all transactions in the joint account(s) entirely at the risk and responsibility of the Account Holders.
9. The Bank may from time to time prescribe a minimum deposit/account balance in line with prevailing regulatory requirements which the Account Holder shall maintain in the account at all times.
10. A distinctive number will be allotted by the Bank to each account/receipt which shall be quoted in all correspondence relating to the account and at the time of making deposits or withdrawals. The Bank reserves the right not to act on instructions which do not quote the said number.
11. Any change in the address of the Account Holder should immediately be communicated to the Bank in writing. The Bank shall not be liable for any direct or indirect loss or damage caused as a result of the failure of the Account Holder to send intimation in writing of a change in address. No responsibility whatsoever, shall be accepted by the Bank for delay, non-delivery of Statements of Account, letters, advices etc.
12. The Account Holder shall be liable to pay commission, and all other applicable costs and charges as required and determined/amended by the Bank from time to time in the Schedule of Bank Charges. The Bank reserves the right without prior notice to the Account Holder to debit the account for any expenses, fees, commission, profit, zakat, withholding tax, stamp duty, excise duty or any other costs, charges, expenses, taxes or duties arising out of any transactions or operations in the account or dealings with the Bank or payable to the provincial or federal government as may be levied from time to time in accordance with the prevailing rules/ regulations and laws and as agreed upon between the Bank and the customer, as evidenced by the customer's formal acceptance of the Banking Facility Letter.
13. The Bank reserves the right to amend and/or revise these rules/terms and conditions from time to time. Such amendments shall be notified to the Account Holder(s)/customer(s) thirty (30) days in advance of the amendments coming into effect. Such amendments/ revisions to these rules/terms and conditions of account shall be intimated to the Account Holder(s) by means of a written notice or by display in the premises of the Bank's branch maintaining the account. The amended rules shall be deemed to have been accepted by the Account Holder(s) upon such display of the written notice containing the amendments unless the Account Holder(s) objects thereto in writing. Any objections must be received by the Bank within one (1) month from the date of notification of the amendments and if the Account Holder(s) and the Bank fail to resolve the issue within a reasonable time, either of them shall be at liberty to terminate the banking relationship. However the Bank shall be at liberty to amend the rules/terms and conditions to comply with amendments in regulatory requirements of the State Bank of Pakistan. Wherever possible, such amendment in rules/terms and conditions will be pre-advised to the account holder. However, there may be instances where changes in regulatory requirements are enforced at short notice. In such instances, the bank will notify customers accordingly either by means of a written notice or by display in the premises of the Bank's branch maintaining the account.
14. The Bank is authorized to make such disclosures in respect of the accounts as may be required by any court order or competent authority under the provisions of applicable laws and/or otherwise to safeguard the interests of the Bank.
15. In the event that the Account Holder is in breach of its obligations in respect of the Account, Internet Banking ID and ATM PIN as a result thereof, the Bank retains advocates/lawyers to enforce any of its rights or take other steps concerning the account, the Account Holder shall pay to the Bank all costs, charges, fees and expenses incidental thereto on a full indemnity basis and the Bank shall be entitled to debit the account for such costs, charges, fees and expenses.
16. The Bank shall issue periodical statements of accounts to the concerned Account Holder as per the option chosen by the customer in the AOF subject to any guidelines provided by SBP. Charges for statements of account will be levied in accordance with the Bank's published Schedule of Charges. The Account Holder will notify the Bank in writing of any error, irregularities or omissions that may be discovered, among other things, improper debits/credits within 45 days of the Bank issuing the statement. In case of failure to notify the Bank and upon expiry of such 45 days period, it will be finally and conclusively accepted between the Bank and the Account Holder(s) that the balance in the account and the transactions reflected in the account are true and correct, that the Account Holder releases the Bank, its officers, employees and agents from all claims in connection with the statement; and that the Bank may correct any erroneous posting of entries in the account and inform the Account Holder subsequently. If the erroneous posting of entries in an account impacts on the calculation of profit payable by the customer (in case of a financing account) or profit payable to the customer, the bank will advise the customer accordingly.
17. **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 as per regulatory requirements and conducts a transaction (deposit or withdrawal) on the account the same day. Accounts that remain inoperative for a period of ten years shall be classified as "unclaimed" and surrendered to SBP as per the provisions of the Banking Companies Ordinance.**
18. 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.
19. The Account Holder availing of Internet or Electronic Banking, Mobile telephone Banking, SMS Alerts, eMail Statements, and ATM/Debit Cards (herein collectively referred to as "Services") assumes full responsibility for the confidentiality of his/her Personal Identification Number, Password

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and User Identification, and also for the security and safe-keeping of his/her computers, mobile telephones and ATM/Debit Cards. The Account Holder acknowledges and accepts that the "Services" carry risk of delays, errors, viruses, breakdowns, interruptions, interceptions, 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 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 statements to the Account Holder.

20. The Account Holder shall indemnify and hold the Bank harmless at all times and from time to time from and against all losses, liabilities, damages, demands, actions, suits, proceedings, accounts, claims, costs, charges, fees and expenses that the Bank may incur, sustain or be put to including without limitation, legal fees and disbursements reasonably incurred by the Bank, arising from the Bank acting or not acting upon any instruction or information given to the Bank in accordance with these Rules. This indemnity will be in addition to any other indemnity or assurance against loss that the Account Holder may provide to the Bank.
21. If any clause of these Rules is found by a Court in Pakistan or any other competent governmental/regulatory authority to be void or unenforceable, that clause will be severed without affecting any other provisions of these Rules.
22. The Bank may at any time(s) in its discretion and without notice assert a lien and/or exercise a right of set off on any balance outstanding to the credit of the account and apply any part thereof to reduce any indebtedness of whatsoever nature that may be owing to the Bank in name of Account Holder(s).
23. No return/profit is paid on current accounts.
24. All sums for credit to an account should be accompanied by a deposit slip showing the name and number of the account to be credited. Acknowledgment of receipt of cash and instruments will be valid if printed by the Bank's System or signed and stamped by the Bank's Officer. The depositor should satisfy himself that the transaction is so verified on the customer's copy of the deposit slip. All cheques and other instruments should be crossed before they are paid in for credit to an account.
25. The Bank reserves the right to close, within 7-days of receipt by the depositor, of the Bank's written notice of account closure, any account which in its opinion is not being satisfactorily conducted / operated upon, or for any other reason whatsoever, which the Bank shall not be obliged to disclose.
26. The Account Holder will either have in place or will immediately put in place, systems, procedures and controls effective to prevent and/ or detect thefts of, and forgeries and frauds involving instruments. The Account Holder will immediately report to the Bank any loss or theft of instruments or any other circumstances from which one may reasonably infer that a fraud may be perpetrated.
27. The customer undertakes to keep any cheque books and other monetary instruments issued by the Bank safely and securely at all times. The customer shall exercise due care and prudence in order to ensure that all cheques, cheque books and monetary instruments issued by the Bank are not stolen, misappropriated or used for any unauthorized purpose. The Bank shall not be liable for any loss or liability that may occur in connection with the customer's failure to exercise proper care. In the event that cheques are stolen from or lost by any customer or forged, the customer shall immediately notify the Bank and issue stop-payment instructions to the Bank. Loss of cheque books should be immediately notified to the Bank by the customer. If the customer reports loss/ theft of a cheque book, before it has been paid, he/ she shall not be held liable for any loss or damage resulting from the payment of the relevant cheque and the Bank shall take reasonable precautions to safeguard the customer's interest. Failure to notify the Bank will automatically discharge the Bank from all responsibilities.
28. The Bank will use reasonable efforts to monitor its telephone and fax facilities to determine if it has received any instructions or information from the Account Holder, provided that the Bank is authorised by the Account Holder to act upon telephone and fax instructions received from the Account Holder. The Bank's ability to act upon telephone and fax instructions depends upon the normal functioning of the various communication facilities used by the Bank. The Bank is not responsible for any delay or failure to receive telephone or fax instructions or information.
29. The Bank shall not be liable in any manner whatsoever, for any direct or indirect damages, losses, costs, expenses, fees or penalties incurred or sustained by the depositor or the Account Holder, due to any delays or errors which may be caused by circumstances beyond the control of the Bank. The respective rights and obligations of the Bank, the Account Holders and the depositor in respect of the deposit, shall be subject to the laws of the Islamic Republic of Pakistan including the directives of the State Bank of Pakistan.
30. The Bank does not act as a trustee at any time.
31. The Bank reserves the right to issue cheque books and/or fresh cheque forms only to persons properly introduced or known to the Bank who continue to conduct their accounts satisfactorily and maintain required minimum balances in line with prevailing regulatory requirements, in their accounts at all times.
32. An Account Holder can only withdraw sums from his account by means of cheques issued to him by the Bank for that particular account and ATM/Visa Debit Cards issued by the Bank or Internet Banking. Deposits are payable only at the branch of the Bank, where such deposits are made. Online withdrawals are allowed as per rules, but may be withdrawn at any time without notice. The account, however, will be debited for any levies paid to the Government of Pakistan.
33. Cheques should be signed as per the specimen signature supplied to the Bank and any alterations in the cheque must be authenticated by the drawer's full signature or drawer's thumb impression in case of illiterate person.
34. Post dated and stale cheques shall not be paid and or accepted for collection.
35. The Bank may only accept for collection cheques and other instruments payable to the Account Holder himself at his risk. All cheques and other instruments should be crossed before they are paid in for credit to an account. Un-cleared items though credited in the account shall not be drawn against until proceeds realized. Also, if the customer is allowed to draw against uncleared effects which are subsequently not realized, the Bank shall have the right to debit the customer's account in recovery thereof. If such action results in a debit balance in the customer's account, the customer will be required to deposit funds to regularize the position within 3 working days. Although the bank shall not be responsible for any delay or loss in collection of cheques, however, it will, in good faith, assist the account holder in following up with the concerned institution for early resolution.
36. 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.
37. An account may be transferred free of charge from one branch to another branch of the Bank on the customer's request, without affecting the profit/ loss accruing position of the account as the concerned accumulated products on credit balances in such PLS accounts for the unaccounted period would also be transferred to the recipient branch along-with the credit balance on the date of transfer.
38. All accounts will be governed by the Laws and Regulations of the Islamic Republic of Pakistan. As regards other matters, not specifically mentioned in these Rules, these will be subject to prevailing Rules of the Bank.
39. The Bank's Interpretation of rules/terms and conditions will be considered final and binding, however, in case of any dispute, the matter may be referred to SBP by the customer and the decision of SBP will be final and binding on both parties.

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### Common Rules for AL Habib Current, AL Habib Tijarat, AL Habib Apna Individual, AL Habib Savings, AL Habib Islamic Senior Citizen and AL Habib Mahana Savings Accounts

40. All sums for credit to an account should be accompanied by a deposit slip showing the name and number of the account to be credited. Acknowledgment of receipt of cash and instruments will be valid if printed by the Bank's System or signed and stamped by the Bank's Officer. The depositor should satisfy himself that the transaction is so verified on the customer's copy of the deposit slip. All cheques and other instruments should be crossed before they are paid in for credit to an account.
41. (a) The Bank reserves the right to issue cheque books and/or fresh cheque forms only to persons properly introduced or known to the Bank who continue to conduct their accounts satisfactorily and maintain required minimum balances in their accounts at all times.  
(b) When not in use, cheque books/forms should be kept under lock and key. Loss of a cheque book or any of the cheque forms should immediately be notified to the Bank in writing. The Bank shall take all reasonable steps to comply with timely requests for stop payment of cheques but the Bank disclaims any and all liability arising out of or in connection with presentation/payment of such stolen and/or lost cheques.  
(c) An account holder can only withdraw sums from his account by means of cheques issued to him by the Bank for that particular account and ATM Cards issued by the Bank. Deposits are payable only at the branch of the Bank, where such deposits are made. Online withdrawal are allowed as per rules, but may be withdrawn at any time without notice. The account, however, will be debited for any levies paid to the Government of Pakistan.  
(d) Cheques should be signed as per the specimen signature supplied to the Bank and any alterations in the cheque must be authenticated by the drawer's full signature.  
(e) Post dated and stale cheques shall not be paid and or accepted for collection.
42. The Bank may only accept for collection cheques and other instruments payable to the account holder himself at his risk. All cheques and other instruments should be crossed before they are paid in for credit to an account. Uncleared items though credited in the account shall not be drawn against until proceeds realized. Further, even if such items are credited and/or allowed to be drawn against, the Bank shall have the right to debit the customer's account if these are not realized.
43. An account holder wishing to close an account must return any unused cheques to the Bank for cancellation after withdrawal of the balance in the account.
44. The Bank reserves the right to close, without prior notice, any account which in its opinion is not being satisfactorily conducted/operated upon, or for any other reason whatsoever, which the Bank shall not be obliged to disclose to the account holder.
45. 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 claim/charges in settlement of the business accounts of the Bank.
46. Profit on Savings Accounts closed before June and December will be paid for the relevant period, at the previous declared rates. All profit shall be of a provisional nature until finalized by the Bank.
47. An account may be transferred free of charge from one branch to another branch of the Bank on the customer's request, without affecting the profit/loss accruing position of the account as the concerned accumulated products on credit balances in such saving accounts for the unaccounted period would also be transferred to the recipient branch alongwith the credit balance on the date of transfer.
48. The depositor(s) permit the Bank to commingle its funds or the funds of other depositors including the current deposits within the Mudaraba pool as and when required. In such case the Net income/loss of pool shall be allocated between the Bank's Equity and the depositors' fund in proportion to their respective share in pool.
49. The amount deposited in AL Habib Savings Account, AL Habib Tijarat Account, AL Habib Apna Individual Account, AL Habib Islamic Senior Citizen Account and Terms Deposit shall be under the Mudarabah/Musharakah arrangements. Weightages shall be announced and posted on the notice boards of the Islamic banking branches of the Bank atleast 3 working days before the beginning of the next quarter. The Bank being the Mudarib shall earn a percentage of the distributable profit as its share (that shall be disclosed on notice boards of the Islamic Banking branches of the Bank) and remaining portion of the profit shall be distributed amongst the account holders as per weightages announced. The disbursement of profit shall be done monthly, quarterly or at any other frequency based on the features of the saving product selected by the account holder pursuant to the account opening form. The profit distributed between Mudarib and Rabb-ul-Maal shall be net of direct expenses. The Bank's determination of profit or loss shall be final and binding on the account holder for all purpose.

### AL Habib Current Account

50. (a) AL Habib Current Account is opened on proper introduction with initial deposit as prescribed by the Bank from time to time.  
(b) It is non-profit earning account based on Qard with cheque book facility.  
(c) There shall be no restriction on number of withdrawals or the amount withdrawn from credit balance of current account.

### AL Habib Savings Account (AHSA), AL Habib Apna Individual Account (AHAIA) and AL Habib Tijarat Account (AHTA)

51. (a) AL Habib Savings Account (AHSA), AL Habib Apna Individual Account (AHAIA) and AL Habib Tijarat Account (AHTA) is opened on proper introduction with initial deposit as prescribed by the Bank from time to time.  
(b) In case of loss, Rabb-ul-Maal (the account holder as well as Bank's investment in Islamic Banking Division) shall have to bear the loss in the ratio of investment. The Mudarib (Bank) shall not bear any financial loss except its share, which would have been paid to the Bank in case of profit.  
(c) The deposits received by the Bank under AHSA/AHAIA/AHTA shall be invested in Shariah compliant Islamic modes of financing (Murabaha, Ijarah, Diminishing Musharakah, Istisna or any other Islamic modes of financing as and when announced) in any manner the Bank considers appropriate after approval of Shariah Advisor.  
(d) The profit/loss earned/incurred on AHSA/AHAIA/AHTA will be credited/debited as announced by the Bank on the basis of its net working results of the AHSA/AHAIA/AHTA scheme as per terms announced by the Bank from time to time.  
(e) In the event the Bank determines that no profit is payable to the account holder under AHSA/AHAIA/AHTA, it shall announce the same. In the event that the Bank suffers a loss the Bank shall, if so requested by the account holder in writing within 8 weeks of its announcement of such loss, provide an explanation of such loss to the account holder. In the event the depositor is not satisfied with the explanation, he/she/it shall be entitled to refer the matter to the Shariah Advisor within 7 days of receipt of the explanation from the Bank. The Shariah Advisor shall decide the referred matter within 15 days of the referral. The decision of the Shariah Advisor with respect to the referred matter shall be final and shall not be challenged in any manner whatsoever. If, after due consideration of the matter, the Shariah Advisor determines that the loss incurred in the business was caused by the gross negligence or willful default of the Bank, the account holder will not be liable to share in such loss as contemplated herein.  
(f) There shall be no restriction on number or amount of withdrawals from AHSA/AHAIA/AHTA. Withdrawal through 24 hours ATM Card is not included in the restricted number of withdrawals but these are, however, subject to the limit of amount and total number of withdrawals prescribed for ATM as per terms and conditions specified in the Bank's application form for ATM Cards.  
(g) Zakat and withholding tax will be deducted as per applicable laws.

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### AL Habib Mahana Savings Account

52. In addition to the terms and conditions mentioned under the head of AL Habib Savings Account, following additional terms will also be applicable to this product:
- Profit will be paid on monthly basis.
  - Minimum balance should be Rs. 50,000/-
  - Profit will be paid on average balance during the month.
  - The balance less than the threshold amount will attract the profit rate of lowest slab of savings account.
  - The profit paid to customer will be considered as provisional payment and will be adjusted at each calendar quarter end.

### AI Habib Islamic Senior Citizen Account

53. In addition to the terms and conditions mentioned under the head AL Habib Savings Account (AHSA), AL Habib Apna Individual Account (AHAI) and AI Habib Tijarat Account (AHTA), following additional terms will also be applicable to this product:
- No Minimum Balance Requirement
  - Can be held in joint name and the primary account holder must be a senior citizen i.e. must have attained the age of sixty (60) years.
  - Monthly profit will be paid on average balance during the month
  - In case of death of Senior Citizen and if the survivor's age is below 60 the profit will be paid at normal saving rate.
  - The profit paid to customer will be considered as provisional payment and will be adjusted at each calendar quarter end. and
  - Zakat and Withholding Tax applicable as per law.

### Term Deposits

54. (a) The amount in the term deposit accounts and the profit thereon is on Musharakah/Mudarabah basis. Deposits can be made either equal to/more than Rs. 25,000/- or any other amount that may be specified by the Bank from time to time. Using a system of weightages for different categories of deposits (i.e. 1 month, 3 months, 6 months, 1, 3 and 5 years), profit rate is notified to the account holders from time to time.
- (b) The term deposits received by the Bank shall be invested in Shariah compliant Islamic modes of financing (Murabaha, Ijarah, Diminishing Musharakah, Istisna or any other Shariah compliant mode announced by the Bank) in any manner the Bank considers appropriate.
- (c) In case of loss, Rabb-ul-Maal (the account holder as well as the investment of the Bank in the Islamic Banking Division) shall have to bear the loss in the ratio of investment. The Mudarib (Bank) shall not bear the financial losses but will lose in the form of its share, which would have been paid to the Bank in case of profit. However, in case of negligence of Mudarib, the bank will bear all losses and Rabb-ul-Maal (the account holder as well as the investment of the Bank in the Islamic Banking Division) will not bear any such loss.
- (d) In the event the Bank determines that no profit is payable to an account holder having a term deposit, it shall announce the same. In the event the Bank suffers a loss the Bank shall, if so requested by an account holder in writing within 8 weeks of the Bank's announcement of such loss, provide an explanation of such loss to the account holder. In the event that the account holder is not satisfied with the explanation, he/she/it shall be entitled to refer the matter to the Shariah Advisor within 7 days of receipt of the explanation from the Bank. The Shariah Advisor shall decide the referred matter within 15 days of the referral. The decision of the Shariah Advisor with respect to the referred matter shall be final and shall not be challenged in any manner whatsoever. If, after due consideration of the matter, the Shariah Advisor determines that the loss incurred in the business was caused by the gross negligence or willful default of the Bank, the account holder will not be liable to share in such loss as contemplated herein.
- (e) The account holder accepts that unless specified otherwise, maturity value of term deposit shall not be automatically renewed for the same tenor and the same shall be transferred to Current Account and no profit shall be paid thereon.
- (f) The Bank's determination on profit and loss shall be final and binding on the account holder for all purposes.
- (g) Withdrawal of deposits in term deposit prior to maturity is possible and may be allowed at the sole discretion of the Bank. Upon approval of premature encashment application of the account holder, no penalty shall be imposed on premature encashment. However, profit shall be paid under the following scheme :
- Profit rate for saving account to be used for encashment before one month of investment.
  - Profit rate of applicable slab of one (1) month to be used for encashment after one(1) month but prior to completion of three (3) months of investment.
  - For encashment made before maturity but after three (3) months of investment, the profit rate of applicable slab for the preceding completed tenors will be applied.
- (h) Profit on term deposit shall be calculated on a monthly or quarterly basis or on the basis of any other term announced by the Bank (Profit for the period beyond the closing of the month/term shall be calculated at the rate of preceding month/term).
- The account holder shall share his/her/its part of the loss, which shall be recovered from subsequent payments of profit, and/or from the principal (at the time of maturity), if the profit payment amount is insufficient to cover the incurred loss.

### General Rules for Foreign Currency Accounts

55. (a) Call/Time deposits are non-negotiable and cannot be transferred by endorsement or otherwise.
- (b) A foreign currency account/deposit is held by the Bank subject to the policies of the Bank and subject to the directives of the State Bank of Pakistan as contained in chapter VI of the Foreign Exchange Manual and all directives and circulars issued by the State Bank of Pakistan from time to time. The account relationship and all deposits are governed by and subject to the laws of Pakistan as may be effective from time to time during the relative period. Such amounts/deposits shall be payable only at the branch in Pakistan where the account is opened or the deposit is made.
- (c) The bank shall not be liable to the account holder(s) in the event of failure or the inability of the State Bank of Pakistan to release the requisite foreign currency for any reason whatsoever or an act of war. Insurrection or civil strife or action by the government or any instrumentality of or in Pakistan preventing such payment (whether de jure or de facto) to be made to the account holder(s) in the requisite foreign currency.
56. (a) A foreign currency account/deposit held with the Bank is subject to the exchange control regulations of the State Bank of Pakistan as contained in the Foreign Exchange Manual and all directives and circulars issued by the State Bank of Pakistan from time to time commencing from and including F.E. Circular No. 25 dated June 20, 1998 and F.E. Circular No. 13 dated June 2, 1999, as amended from time to time. The account relationship and all deposits shall be governed by and be subject to the laws of Pakistan as may be effective from time to time during the relevant period, policy decisions of the Government of Pakistan announced from time to time during the relevant period, directives, orders and circulars issued by the State Bank of Pakistan from time to time during the relevant period.
- (b) The Accountable Branch in Pakistan shall be the sole branch of account for repayment of the credit balance in an account and any profit

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accruing thereon. Accordingly, no branch or office (including Head Office of the Bank) or any other Bank or affiliate or entity outside Pakistan where foreign currency is placed or invested shall be liable for payment of any credit balances in the account or the deposit or any accrued profit, and the account holder waives any right to demand payment of any credit balance in the account or the deposit at any branch or office of the Bank (including Head Office) or at any other Bank or affiliate or entity with whom foreign currency is placed or invested by the Bank outside Pakistan and/or to seek collection or satisfaction of the credit balance or the deposit from the Bank or any assets of the Bank or the entity referred to above in any jurisdiction outside Pakistan and/or to sue the Bank or any such entity referred to above on any claim arising from the account or deposit in any jurisdiction outside Pakistan and/or raise as defence, counter claim or set off any claim against or involving the Bank arising from the account or deposit, in any legal proceedings outside Pakistan.

- (c) Neither the Accountable Branch of the Bank in Pakistan, nor its Head Office or any branch, affiliate or entity shall be liable for the repayment of the credit balance in an account or deposit in the event that the Accountable Branch is rendered incapable of performing its obligations by reason of imposition or foreign exchange controls, freezing of foreign currency accounts/deposits by the Government of Pakistan or the State Bank of Pakistan, failure or refusal by the State Bank of Pakistan to release foreign exchange on maturity dates and/or any other events which render the transaction impossible or incapable of performance in the normal course of banking and/or by virtue of events and circumstances beyond the control of the Accountable Branch and such events shall include war, political disturbances, civil commotion, disorders, uprising, expropriation, ban on foreign exchange dealings and transactions, adverse events and conditions which render the Accountable Branch incapable or unable to implement financial transactions and/or obligations and in all such events including an act of the Government of Pakistan or any instrumentality of the Government of Pakistan, whether de jure or de facto preventing or rendering incapable implementation of banking/financial transactions involving repayment to or by the Accountable Branch, the Accountable Branch shall stand released and discharged from further performance of the transactions.
57. Currency withdrawals from foreign currency accounts/deposits are subject to the availability of foreign currency at the relevant time.
58. The Bank reserves the right to decline the handling of any foreign currency transactions at any time without assigning any reason.
59. The Bank accepts deposits in foreign currencies from customers expressed in US Dollars, Pound Sterling and Euro.
60. Profit on Foreign Currency Saving deposits shall be under the Mudaraba arrangements.

## 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 who avails the Services shall be deemed to have read and accepted these Terms and Conditions.

### 1. Definitions

In these Terms and Conditions of Service, 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 of Internet Banking 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 of Service.

#### "Bank"

Means Bank AL Habib Limited and its pertinent branch 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 availment of financial facilities.

#### "Compromised Security Devices"

is defined in Clause 5.2 below.

#### "Content"

is defined in Clause 4 & 12 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 of 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 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 Services 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 standard 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) are and shall always be deemed to be irrevocable and binding on us upon transmission through the Service 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.

**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 such Services 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, whether individually in case of a singly operated account or jointly in case of joint account, 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.

**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 their 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 Services; 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 in BAHIL; and
3. Transfers to certain banks on the 1-Link network;

The customer acknowledges that there is no limit on the number of the transactions undertaken in a day, however the fund transfer limit is PKR 100,000 per day for private label card holders and VISA silver debit card holders and PKR 150,000 per day for VISA gold debit cards.

**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. The Customer further acknowledges that there may be additional charges applicable to the Customer by other service providers, which include mobile service providers.

**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 a 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 this 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; and
- (b) 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 such notice ("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 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 and 0800 00006
2. At the branch where the Customer maintains an account
3. Email: 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 endeavors, 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 damages, 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.



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### 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. Evidence

We agree that:

- (a) the Instructions, though in electronic form, are written documents. We shall not dispute or challenge the validity or enforce ability 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.

### 8. 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.

### 9. Disclosure of Information

9.1 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.

9.2 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.

### 10. 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 this 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
  - (j) any system, hardware, software, telecommunications, server or connection failure, error, omission, interruption, delay in transmission, or computer virus.

### 11. 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:

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- (a) any unauthorised use by any party of the Security Devices;
- (b) any breach by us of the terms and conditions of this 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,

### 12. Intellectual Property Rights

- 12.1 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.
- 12.2 We acknowledge and agree that we are only permitted to use the Content as expressly authorized by the Bank. This 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.

### 13. Software, Hardware & Security Devices

- 13.1 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 this Agreement forthwith by a mere intimation on-line.
- 13.2 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.

### 14. Force Majeure

- 14.1 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, expenses or damages, 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.
- 14.2 Without prejudice to the generality of Clause 14.1 (b) above, the following shall be regarded as circumstances and/or causes beyond the Bank's reasonable control:-
- (i) flood, lightning, acts of God, fire, earthquakes and other natural disasters
  - (ii) strikes, labor 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 and
  - (viii) any act of terrorism or sabotage, or malicious act
  - (ix) war, hostilities, or army action
  - (x) disruption of communications by the governmental or offshore agencies
- 14.3 The obligations 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 this Agreement.

### 15. 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.

### 16. 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;

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- (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) us 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 7, 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 this Agreement.

### 17. Termination

- 17.1 We acknowledge that the Bank shall be entitled;
- (a) in its absolute discretion to forthwith terminate this Agreement or to forthwith deactivate or revoke the Service upon 7 (seven) days-notice without any reasons at any time by giving notice in writing;
  - (b) to forthwith terminate this Agreement without any notice, if we are in default of this 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.
- 17.2 The Customer may terminate this Agreement by giving 7 (seven) days' prior written notice to the Bank.
- 17.3 Termination of this Agreement shall not affect the on-going operation of any indemnity given by us in respect of this 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.
- 17.4 Any termination of this 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, 14 and 19 shall survive the termination of this Agreement.

### 18. Amendments

We acknowledge and agree that the Bank may impose such further terms and conditions and to make such changes to this 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 this 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 on-line. 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 this 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 this Agreement, such use and/or access shall constitute an affirmative:

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

### 19. No Assignment by Customer

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

### 20. Confidentiality

We undertake to keep strict confidentiality as to the terms and conditions of this Agreement and the Applications referred to in this 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 availment of Service under this Agreement, as well as after the termination of this 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.

### 21. 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.

### 22. Terms of Banking Services

In addition to these Terms, 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 the Terms of Banking Services, the Terms of Banking Services shall prevail in so far as the inconsistency relates to the Banking Service in question.

### 23. Waiver

No forbearance, delay or indulgence by the Bank in enforcing the provisions of this 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 this Agreement

### 24. Governing Law

- 24.1 The Internet Banking Service and the above 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.
- 24.2 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.

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- 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.
- 8.5 Each person, who through the use of the Card with the PIN withdraws cash or makes payment(s), will be considered by 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

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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 charges etc. 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 charges 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 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 any 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.

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### 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 from the disputed Transaction, the said Transaction will be deemed to be authentic and the Customer shall be liable for the Transaction.

### 15. 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.

### 17. 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.

### 18. 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.

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### 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 bankcard 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. eStatements

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 Account Holder hereby unconditionally agrees to accept the eStatement mailed to the designated email address as correct. Any errors or exception noted in the eStatement shall be reported to the Bank within 45 days of issuance of eStatement otherwise the same shall be considered as correct.
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 Account Holder requests the Bank to provide SMS Alerts ("SMS") in respect of banking transactions pertaining to accounts maintained by the Account Holder 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 Account Holder, and in consideration of the Bank agreeing at its absolute discretion to accept the request, the Account Holder confirms that all SMS communication may be addressed to the Account Holders at the mobile number(s) mentioned.
2. The Account Holder 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 Account Holder 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 Account Holder be dissatisfied with any portion of the Service, the Account Holder'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 Account Holder as a result of using the Service.
4. The Account Holder understands that the Bank reserves the right to make a correction to any information conveyed by an SMS in relation to the Service. The Account Holder shall immediately inform the Bank of any erroneous information in an SMS so that the Bank may conduct further enquiries and respond within 10 Business days.
5. The Account Holder 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 Account Holder 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 Account Holder.
7. The Bank may at any time terminate the Service without assigning any reason whatsoever to the Account Holder.
8. The Account Holder agrees that the Service is chargeable and 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 Bank's website. If the Account Holder wishes to discontinue this Service, the Account Holder is required to advise the Bank in writing of this decision, within one month of the imposition of the charges mentioned in Bank's Schedule of Charges. The Account Holder is at liberty however, to discontinue this Service at any time by giving one month prior written notice of the same to the Bank.
9. In case of a change in the mobile number mentioned herein and/or the loss of the SIM, the Account Holder shall immediately inform the Bank. The Account Holder shall inform the Bank forthwith of any unauthorized use of the Service, or any breach of security.
10. The Account Holder will indemnify and hold the Bank and its officers harmless against any claims, demands, losses, fines, penalties of damages suffered by the Account Holder or any proceedings of actions initiated against the Account Holder on account of the use of the Service by the Account Holder and understands that the Bank does not warrant, either expressly or impliedly, that the Service will meet the Account Holder's requirements as specified from time to time, or that the Service will be uninterrupted, timely, secure, or error free in any manner or respect. The Account Holder 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 Alert 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.

## KEY FEATURES

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- 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.
- 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.
- 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.
- 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.
- Accounts on which no transaction is done are marked Dormant as follows:  
Current Accounts - 1 Year, Saving Accounts - 1 Year.  
Dormancy Condition can only be removed if the customer visits the branch personally with Identification Documents (CNIC or Passport) and conducts a transaction (deposit or withdrawal) on the account the same day. In case the account is jointly operated both (or all) account holders must attend.
- Those accounts that remain inoperative for a period of ten years shall be classified as "unclaimed" and surrendered to SBP as per the provisions of the Banking Companies Ordinance.**
- If the account shows a zero balance for six months it will be closed.

- بینک ان ممکنہ کلائنٹس کے کھاتے کھولنے سے انکار نہیں کرے گا جو محتاطیہ قواعد (Prudential Regulation) میں درج شرائط، وقتاً فوقتاً جاری ہونے والی اسٹیٹ بینک کی دیگر ہدایات اور بینک کی اپنی پالیسیوں پر پورے اترتے ہوں۔
- باقاعدہ بچت کھاتے کھولنے اور قائم رکھنے کے لئے بینک کی خدمات مفت ہیں۔ ان کھاتوں کے لئے کم سے کم بیلنس رکھنے کی کوئی شرط نہیں ہوگی۔ یہ ہدایات تمام موجودہ اور نئے کھاتوں پر لاگو ہوں گی۔ اسی طرح کھاتہ بند کرتے وقت بینک کوئی چارج وصول نہیں کرے گا۔
- باقاعدہ بچت کھاتے کھولنے کے لئے ابتدائی رقم کے طور پر بینک 100 روپے سے زیادہ کا مطالبہ نہیں کرے گا۔ تاہم (i) مستحقین زکوٰۃ (ii) طلبہ و طالبات (iii) سرکاری و نیم سرکاری اداروں کے ملازمین کی تنخواہ اور پنشن (بشمول فیملی پنشن / اپنی وولنٹ فنڈ گرانٹ وغیرہ کے اہل متوفی ملازمین کی بیوائیں / بچے) کے مقاصد اور اسی نوعیت کے دیگر کھاتے کھولنے کے لئے کسی ابتدائی رقم کی ضرورت نہیں ہوگی۔
- اسٹیٹ بینک کی جانب سے وقتاً فوقتاً جاری کی جانے والی ہدایات کے مطابق بینک "نفع و نقصان میں شراکت پر مبنی (پی ایل ایس) کھاتے" پر کم از کم بیلنس کی شرط کے بغیر پابندی سے منافع ادا کرے گا۔
- اکاؤنٹس جن میں کوئی ٹرانزیکشن نہ ہو، انہیں درج ذیل دورانیہ کے بعد ساکت / معطل (Dormant) قرار دے دیا جاتا ہے:  
کرنٹ اکاؤنٹس - 1 سال، سیونگ اکاؤنٹس - 1 سال۔  
ساکت / معطل اکاؤنٹ کی دوبارہ بحالی کیلئے کھاتہ دار / کھاتہ داروں کو ذاتی طور پر شناختی کاغذات (کمپیوٹرائزڈ شناختی کارڈ یا پاسپورٹ) کے ہمراہ براؤنج آنا ہوگا۔ ایک سے زیادہ کھاتہ داروں کے مشترکہ آپریٹ کرنے کی صورت میں تمام کھاتہ داروں کو ذاتی طور پر شناختی کاغذات (کمپیوٹرائزڈ شناختی کارڈ یا پاسپورٹ) کے ہمراہ براؤنج آنا ہوگا۔ اکاؤنٹ کی بحالی ہو جانے پر اکاؤنٹ میں اسی دن ٹرانزیکشن (رقم کا نکالنا یا جمع کرانا) کرنا ضروری ہوگا۔
- ایسے اکاؤنٹس جو دس سالوں تک ساکت رہیں انہیں بطور "لاڈعوئی" (Unclaimed) قرار دے دیا جائے گا اور بینکنگ کمپنیز آرڈیننس کی شقوں کے مطابق بینک دولت پاکستان کے حوالے (Surrendered) کر دیئے جائیں گے۔
- اگر اکاؤنٹ چھ ماہ تک زیر بیلنس دکھائے تو اسے بند کر دیا جائے گا۔

## DECLARATION

I/We confirm having received, read and understood the Rules/Terms and Conditions relating to establishment and Conduct of the Account, ATM/ Debit Card, SMS Alert, eStatement, Internet Banking and agree to observe and be bound by them and any changes, supplements or modifications thereto that may be made by the Bank from time to time and have signed in agreement of above Rules/ Terms & Conditions. I/ We further confirm that the Rules/ Terms & Conditions are governed by the laws of the Islamic Republic of Pakistan and courts in Pakistan will have exclusive Jurisdiction.

Account Number:

International Banking Account No.:

Title of Account As per Identity Document:

Copy Received and Accepted  
Signature of Account Holder

Copy Received and Accepted  
Signature of Account Holder

Copy Received and Accepted  
Signature of Account Holder

Copy Received and Accepted  
Signature of Account Holder