

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

## **1. Definitions**

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

### **"Agreement"**

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

### **"Bank"**

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services, products, and facilities which may be offered by the Bank through the Internet from time to time (as may be withdrawn, added to or modified by the Bank in its discretion), but shall not include any drawing or borrowing limits for availing financial facilities.

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

is defined in Clause 5.2 below.

### **"Content"**

is defined in Clause 13 below.

### **"Customer"**

Means a customer of the Bank who has an account with any of the branches of the Bank in Pakistan and who shall be availing the Service.

### **"FPIN"**

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

### **"Instruction"**

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

### **"Internet"**

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

### **"Mobile Banking Service(s)"**

Means such Banking Services as may be made available by the Bank from time to time through a Mobile Device using the Internet, wireless application protocol (WAP), wireless internet gateway (WIG), short messaging system (SMS), unstructured supplementary services data (USSD) or other technologies, mediums, devices or protocols as the Bank may support from time to time.

### **"Mobile Device"**

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

### **"Service"**

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

### **"Security Devices"**

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

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

### **2. Use of the Service**

2.1 We agree to procure and install, at our own cost and expense, the software, hardware and/or equipment necessary to access and/or use the Service as instructed or advised by the Bank. In case the software, hardware and/or equipment do not meet with the Bank's standards and requirements, we undertake to replace or rectify the same, failing which, the Bank shall have the right to withdraw the Service.

2.2 We agree to install and use any and all Security Devices issued or designated by the Bank and to comply with the Bank's instructions and procedures regarding the use of the Security Devices, and to ensure that all Instructions and requests to the Bank transmitted through the Service are digitally signed and/or authenticated, whether individually or collectively, with the Security Devices in such manner as required or notified by the Bank.

For the avoidance of doubt, we acknowledge that the Bank shall be entitled to alter, enlarge, modify, amend or withdraw any existing Security Device(s) and/or introduce new Security Device(s) from time to time, as it deems fit.

2.3 We understand and acknowledge that each FPIN is valid for a limited time only and that we may choose between FPINs of varying validity. We understand that session-based FPINs are the most secure, though still subject to inherent risks. We accept that in case we choose to use FPINs with longer validity periods, we do so subject to the greater security risks attached to them and will hold the Bank harmless against any losses, costs or expenses occasioned by our use of such FPINs.

2.4 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.

2.5 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.

### **2.6 Effect of Instructions**

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

### **2.7 Agreement for the use of the Service**

We understand that we may use the Service by completing and transmitting the application and entering into the relevant agreements from time to time. We further understand and agree that the terms and conditions applicable to any Service shall be the terms and conditions applicable at the time of submission of the relevant application via the Service. All applications transmitted

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

## **2.8 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.

## **2.9 Error Resolution**

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

# **3. The Service**

## **3.1 Availability**

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

## **3.2 Scope of Service**

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

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

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

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

**Furthermore, the Bank may:**

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

**3.3 Authority to debit the accounts**

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

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

**3.4 New services and products**

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

**3.5 Joint Account**

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

**4. No Warranty**

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

**5. Security**

5.1 We undertake to ensure that (including taking all necessary precautions):

- (a) all Security Devices are kept completely confidential and secure;

- (b) we change our passwords on a regular basis; and
  - (c) there is no unauthorised use or abuse of the Security Devices.
- 5.2 We undertake to notify and/or contact the Bank immediately ("Security Notification") if we have reason to believe, suspect that or have knowledge that:
- (a) the security of any Security Device may have been compromised;
  - (b) such Security Device has become known or been revealed to any other person;
  - (c) there has been unauthorised use of the Security Device; and/or
  - (d) such Security Device is lost, mutilated or stolen,

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

1. UAN Helpline: 111 014 014
  2. 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 endeavours, was unable to stop the processing thereof.
- 5.6 We hereby agree that the Bank shall not be liable in contract, tort (including negligence or breach of statutory duty) or otherwise, for any 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.

## 6. SMS Alerts

- (a) The Customer hereby consents to receive SMS alerts from the Bank on the number provided to the Bank. The Customer acknowledges that SMS alerts are available via a sensitive electronic system and are dependent on the telecommunications infrastructure, connectivity and services within Pakistan. The Customer accepts that timelines of SMS alerts sent by the Bank will depend on factors affecting the telecommunications industry. The Customers with ported numbers further accept that their numbers may be prone to delay and/or errors. Neither the Bank nor its service providers shall be liable for spoofing, errors or delays in transactions, non-delivery of alerts, error, loss, distortion in transmission of and wrongful transmission of alerts to the Customer.
- (b) The Customer is solely responsible for intimating to the Bank in writing or by calling the call center/ helpline for any change in his/her mobile phone number or network and in the absence of the same the Bank will not be liable for sending alerts or other information to the Customer's mobile phone number in any way, whatsoever.
- (c) The Customer accepts that each alert may contain certain financial and/ or non-financial information relating to the Customer. The Customer authorizes the Bank to send alerts and related information, though not specifically requested, if the Bank deems that the same is relevant. The Customer further authorizes the Bank to send alerts containing marketing and promotional information or any other information as the Bank may deem fit from time to time.

## **7. Mobile Banking Services**

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

- (a) We shall be solely responsible for obtaining and maintaining, at our own expense, hardware and software, including, but not limited to, a Mobile Device and data connection meeting the specifications/configurations specified from the Bank from time to time.
- (b) We shall be responsible for acquainting ourselves with the instructions for using the Mobile Banking Services and the Bank shall not be held liable for any error and/or omissions of ours in connection with the same.
- (c) We accept full responsibility for the security and confidentiality of our Mobile Device, SIM card, mobile phone number and any Security Devices used for the purpose of gaining access to the Mobile Banking Services. We must keep the Mobile Device, SIM card and Security Devices in safe custody at all times. We shall be solely responsible for the consequences in case we fail to adhere to the above and/or in case of any unauthorized use of our Mobile Device or SIM card.
- (d) We shall be responsible for immediately informing the Bank upon surrendering or discontinuing use of the MSP's mobile connection and/or changing our mobile number. The Bank shall not be held liable for the consequences of our failure to do so.
- (e) The Bank shall not be held liable for any disruption or failure in the provision of mobile telecommunication services by our mobile services provider ("MSP"). The Bank makes no representation and gives no warranty with respect to the quality of the service provided by the MSP and shall not be held liable for any delays or failures in our ability to access the Mobile Banking Services or in the transmission or receipt of Instructions issued through the use of the Mobile Banking Services. The Mobile Banking Services are provided on an "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON- INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE MOBILE BANKING SERVICES WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SERVICES WILL BE UNINTERRUPTED. YOUR USE OF THE MOBILE BANKING SERVICES AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE MOBILE BANKING SERVICES IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE .
- (f) We understand and agree that Instructions issued through the Mobile Banking Services may not be encrypted and may contain personal or confidential information about us, such as, our mobile phone number, our wireless providers name, and the date, time, and content of any mobile

banking messages, including, but not limited to, account activity and status of our accounts and other information that we or the Bank may provide.

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

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

- (a) We understand and agree that the Bank provides online payment facilities (“Payment Service”) in respect of goods and services made available on third party websites (“Third Party Sites”) for the convenience of its Customers only. The Bank does not operate the Third Party Sites, and is not responsible for the content of such Third Party Sites. The Bank does not represent either the Third Party Site or the Customer, should the two enter into a transaction.
- (b) We acknowledge and agree that the Third Party Site is not created or endorsed by the Bank. The provision of payment services by the Bank does not constitute a recommendation or solicitation to purchase any goods or services. The Bank makes no representations or warranties of any kind, express or implied, as to the operation of the Third Party Site, or the information, content, materials, products (including software) or other services included on or otherwise made available to the Customer through the Third Party Site including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.
- (c) The Bank does not warrant that the services, information, content, materials, merchandise, products (including software) or other services included on or otherwise made available to the Customer through the Third Party Site, through the Third Party Site’s servers or electronic communications sent from the Third Party Site are free of viruses or other harmful components.
- (d) We acknowledge that using the Payment Service via shared or public devices may compromise the security of payments made through the Payment Service. The Service should only be accessed using a secure connection that supports minimum 128 bit Secure Socket Layer (SSL) encryption.
- (e) The Bank will not be liable for any damages of any kind arising from the use of any service on the Third Party Site, or from any information, content, materials, products (including software) or other services included on or otherwise made available to the Customer through the Third Party Site, including, but not limited to direct, indirect, incidental, punitive, and consequential damages. The use of the Third Party Site is at the Customer's sole risk.

## **9. Security Precautions**

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

We understand and accept that:

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

## **10. Evidence**

We agree that:

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

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

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

## **12. Disclosure of Information**

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

- (a) any third party as the Bank may consider necessary in order to give effect to any Instruction given using the Service or comply with the order of any court, central bank or government or regulatory authority in any jurisdiction; or
- (b) to any of the branches of the Bank either within Pakistan or outside Pakistan; or
- (c) to any digital certification authority, regulatory authority, electronic, computer, telecommunication, financial or card institution, service provider and/or network provider, auditors or legal counsel involved in the Service from time to time, any information whatsoever relating to the Customer and the Customer's account(s) as it may, in its discretion, consider necessary to provide or disclose.

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

## **13. Limitation of Liability**

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

- (a) losses, damages or costs suffered or incurred by us arising from or referable to the Instructions given by us being incorrect or inaccurate in any manner whatsoever;



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

#### **14. Indemnity**

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

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

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

15.1 We acknowledge that:

- (a) the Content, including but not limited to text, software (including any html, Java script, Java, CGI script or any other computer code), music, sound, photographs, video, graphics, graphical user interface, forms, diagrams or other material, used in connection with, incorporated or contained in or presented to us through the Service; and
- (b) any materials (including any software or computer code of any kind and user manuals) and/or information presented to us by the Bank for use with the Service (all the aforementioned content and/or materials to be collectively referred to as "Content") are the exclusive property of the Bank and/or its third party licensors.

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

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

16.1 We acknowledge and agree that Bank reserves the right to change the type or versions or specifications of any hardware or equipment that we may be required to use for the Service, and

in the event such requirements are not met by us, the Bank may reject any Instructions sent by us and terminate the Agreement forthwith by a mere intimation on-line.

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

## **17. Force Majeure**

17.1 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.

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

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

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

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

We acknowledge and agree that the Bank's records and any records of the Instructions, communications, operations or transactions made or performed, processed or effected through the Service by us or any person purporting to be us, acting on our behalf or purportedly acting on our behalf, with or without our consent, or any record of transactions relating to the operation of the Service and any record of any transactions maintained or by any relevant person authorised by the Bank relating to or connected with the Service shall be binding and conclusive on us for all purposes whatsoever and shall be conclusive evidence of the transaction and our liability to the Bank. We hereby agree that all such records, including computer generated and recorded messages are admissible in evidence and that we shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were incorporated and/ or set out in electronic form or were produced by or are the output of a computer system, and hereby waive any of our rights (if any) to so object.

## **19. Notices**

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

- (a) the Bank to us by telex, facsimile, post or otherwise in writing to our address or telex or facsimile number last known to the Bank or at our registered office or any of our principal places of business. Any notice or other communication made or given to us in accordance with this sub-clause shall be effective (notwithstanding that it is returned undelivered) and shall be deemed to be received by us, if sent by telex or facsimile, on the same day or, if sent by post or dispatched to an address in Pakistan, on the business day next following the date of posting or in the case of an address outside Pakistan, on the fourth business day next following and exclusive of the date of posting;
- (b) us to the Bank by tele-fax or telex and shall be effective, for tele-fax, upon receipt by us of the Bank's written confirmation of receipt, and for telex, on the day of transmission, provided that appropriate answerback are received;
- (c) 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,8 be effective upon receipt by the information system of the recipient;
- (e) The Bank to us to our email address notified to the Bank and shall be effective on the date and time of transmission by the mail server operated by the Bank and/or its service provider unless the Bank receives a non-delivery or "returned mail" reply message or any error message indicating that the email was not successfully sent to the Customer's mailbox or the mail server operated by the Customer or the Customer's service provider within one day from the date of transmission of the email from the mail server operated by the Bank or its service provider, and
- (f) The Bank to us using such other method as prescribed in the Agreement.

## **20. Termination**

20.1 We acknowledge that the Bank shall be entitled;

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

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

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

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

## **21. Amendments**

We acknowledge and agree that the Bank may impose such further terms and conditions and to make such changes to the Agreement as well as to any of the Bank's terms and conditions applicable to each of the services or Applications available under the Service as the Bank may in its discretion deem fit from time to time. Prior to any change in the terms and conditions of the Agreement, the Bank will notify us by such method of notification as may be designated by the Bank, which may include notification by way of email or by posting the changes 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 the Agreement immediately by giving written notice to the Bank. We further agree that if we continue to use and/or access the Service after being notified of such change to the Agreement, such use and/or access shall constitute an affirmative:

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

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

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

## **23. Confidentiality**

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

## **24. Customer Privacy Policy**

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

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

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

## **26. Waiver**

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

## **27. Governing Law**

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

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