

# Terms and Conditions for accounts and services

## 1. DEFINITIONS

Unless the context shall otherwise require:

### "Access"

Means the use of the Network for the purpose of providing SMS-based access to Account Information to the Customers.

### "Account"

Means a specific Account or more than one Account which is linked to the Network at the request of the Customer thereby enabling the Customer to utilise the Services.

### "Account Information"

Means information pertaining to the Account(s) maintained by the Customer with the Bank.

### "Alerts"

Means the information provided by the Bank to the Customer relating to the Account Information and Product Information through the Network based on SMS messages sent to the Customer generated by the Bank and / or sent to the Customer by the Bank at the specific request of the Customer.

### "Linked Account(s)"

Means a specific Account or more than one Account, which is linked to the Relationship Card at the request of the Customer by the Bank to enable Card Transactions or other authorised services.

### "ATM"

Means the Automated Teller Machines installed and operated by the Bank and / or participating Bank(s) or Financial Institutions at various locations in Pakistan and / or abroad.

### "ATM Service"

Means all authorised Banking services offered by the Bank, which can be availed by the Customer through the ATM.

### "Bank"

Means all or any of the branches of The Royal Bank of Scotland Limited.

### "Business Day"

Means a day when the relevant branch of the Bank is open to conduct commercial Banking business.

### "Call Centre"

Means designated unit of the Bank providing any or all banking services offered by the Bank through telephone 24 hours a day and 7 days a week.

### "Relationship Card"

Means the Relationship Card issued by the Bank to the Customer upon acceptance of the Relationship Form by the Bank.

### "Cardholder"

Means a Customer of the Bank to whom the Relationship Card has been issued.

### "Card Transaction"

Means any cash withdrawal or payment made by using the Relationship Card in any authorised manner for debit or credit to the Account, including debit of any charges or fees of the Bank associated with such transactions.

### "Customer"

Means a person, firm, institution or company maintaining one or more account(s) with the Bank.

### "Drop Box"

Means a designated deposit box of the Bank for Customers to deposit cheques for clearing / processing.

### "e-Statements"

Electronic Statement of Account" means Customer's periodic statement of account sent by the Bank through Email.

### "Instructions"

Means the instructions given or purported to be given by the Customer to the Bank either via the Non Stop Banking or through any other written or verbal instructions issued or purported to have been issued by the Customer to the Bank, and the same shall be irrevocable and binding on the Customer upon receipt by the Bank.

### "Merchant Retail / Services Outlets"

Means any retail or service outlet(s) of merchant(s) approved by the Bank from time to time.

### "Network"

Means access to the Services over the GSM / TDMA cellular telephone network of the Telco.

### "Non-Stop Banking"

Means any or all of the Banking services offered by the Bank which can be availed by the Customer via telephone or any other electronic media as specified by the Bank from time to time.

### "Pakistan"

Means the Islamic Republic of Pakistan.

### "PIN (Personal Identification Number)"

Means the confidential code issued by the Bank to the Cardholder, or chosen by the Cardholder from time to time for use with the Relationship Card, which enables the Cardholder to withdraw cash from the ATMs or perform banking transactions through the ATM, Non-Stop Banking service, as well as make purchases without signing a sales receipt at participating Merchants Retail / Services Outlets that have Point of Sale Terminals equipped with PIN pads.

### "PINS"

Means either or both of the PIN and the T-PIN.

### "Point-of-Sale (POS) Terminals"

Means the electronic device installed at Merchant Service / Retail Outlets for the purposes of enabling debit transactions from the Linked Account(s).

### "Product information"

Means the information pertaining to various products of the Bank provided to the Customer from time to time at the Bank's discretion.

### "Relationship Number (RN)"

Means the authorised Relationship Number embossed or printed on the Relationship Card designated by the Bank to the Customer to identify such Customer.

### "Rupees"

Means the lawful currency of Pakistan.

### "SBP"

Means the State Bank of Pakistan.

### "Services"

Means ATM Service / Non-Stop Banking / or other services that the Bank may, at its sole discretion, provide from time to time.

### "SMS"

Means short message service which includes the storage, routing and delivery of alphanumeric messages over GSM / TDMA telecommunications system.

### "SMS-PIN"

Means Personal Identification Number issued by the Bank to the Customer.

### "Telco"

Means the cellular phone company which has entered into agreement with the Bank for the purposes of providing mobile phone banking facilities to the Customers.

### "T-PIN"

Means the Personal Identification Number issued by the Bank to the Customer to verify the identity of the Customer and for the Customer to authorize transactions via the Call Centre, at customer's own risk and responsibility.

### "Relationship Form"

Means the account opening / application form provided by the Bank to the Customer in which the Customer has to provide the requested information and return to the Bank after signing, and prior to the Bank opening an Account for and / or providing the Services to the Customer.

## 2. THE ACCOUNT

- 2.1 Upon receipt of a duly filled out and signed account opening form and the requisite documents and information required there-under or otherwise by the Bank, the Bank may, at its sole discretion, open an Account and / or agree to provide the Services to the Customer. The Customer undertakes to provide all relevant / necessary information and documents related to the Accounts, the Services and / or any transactions with the Bank as and when required by the Bank.
- 2.2 Each Account shall be allotted a distinct number that is to be quoted in all correspondences with the Bank relating to the Account.
- 2.3 The Services may only be availed by a Customer if he / she has an Account.
- 2.4 The obligation of the Bank in relation to the Account and / or the Customer is enforceable solely and exclusively against the specific branch of the Bank in which the account is held in Pakistan. Neither the Head Office, nor any other branch, affiliate or subsidiary of the Bank within or outside Pakistan will have any liability or obligation in relation thereto.
- 2.5 The Bank reserves the right to refuse to open any account without assigning any reason.
- 2.6 The Bank, may at any time, without any liability and without giving any reasons to the Customer, refuse to execute any Instructions where the Bank suspects that any fraud or illegality is involved.
- 2.7 The Customer acknowledges that the Bank is subject to the anti-money laundering laws and regulations of Pakistan and the internal policy of the Bank. The Customer agrees to provide any information requested by the Bank for the purpose of complying with any such laws, regulations and policy in respect of the transactions and / or the local currency as well as foreign currency accounts and authorise the Bank to release the information to the investigating government agency in Pakistan and / or abroad and / or as may be required under any law.
- 2.8 The Bank is authorised by the Customer / Cardholder to transmit or give any information pertaining to the Customer / Cardholder and / or the Account(s) and, transactions relating to the Account(s) to the Bank's head office, subsidiaries, affiliates, authorised contractors, service providers, agents or other parties (collectively "Third Parties") wherever located, whether within or outside Pakistan. The Bank shall at no time be liable for any damage or liability arising from the act of any Third Parties.
- 2.9. The Bank is also authorised to make all disclosures in respect of the Account(s); the Customer; the Services or any transactions in relation thereto, if and when required to be disclosed under any applicable law; pursuant to a Court order and / or to otherwise protect the interest of the Bank and its employees.
- 2.10 In case of the Bank being served any notice or made a party to any action, proceeding or litigation involving the Customer, the Account(s), the Services at the instance of any third party (other than when the Customer and the Bank are directly in dispute) the Bank will be fully indemnified by the Customer for all costs, including legal costs incurred or suffered by the Bank and the Bank may debit such amounts to the Account(s).

## 3. CARD GOVERNANCE & CONDITIONS

- 3.1 The Customer may use the Relationship Card;
  - (i) as an ATM Card for use on ATMs within Pakistan, or globally on ATMs, affiliated with the MasterCard Global Network.
  - (ii) as a paying card (Debit Card) for the payment of goods and services within Pakistan at Merchant Service / Retail Outlets.
  - (iii) for use of balance transfer facility in case the Cardholder is already availing the said facility and the Bank has approved that the Relationship Card may be used by the Customer for balance transfer facility and; for additional services that the Bank may provide for its Cardholders from time to time.
- (3.2) The customer may use the ATM Card for the following ATM services; (excluding all the other services offered through the Relationship Card)
  - (i) for Rupee cash withdrawal
  - (ii) for Account balance inquiry
  - (iii) for Statement request
  - (iv) for Mini Statement printing
  - (v) for Personal Identification Number (PIN) change facility
  - (vi) for IVR access / Phone Banking
  - (vii) for Countrywide ATM access 1 LINK / MNET
- 3.3 For the issuing of the Relationship / ATM Card and the authorisation thereof, as well as the processing of Card Transactions conducted with it, the Bank can charge the account holder fees, which are to be made known to the Cardholder in an appropriate form. The Bank is authorised by the Customer and is entitled to debit the said fees from the Linked Account or any other Account of the Customer in case Linked Account does not have sufficient balance.
- 3.4 The Relationship / ATM Cardholder shall not disclose the PIN to any person and shall take every precaution to prevent disclosure of the PIN to any person. The PIN is to be kept secret and must not be provided by the Relationship / ATM Cardholder to any other person. In particular, the PIN may not be noted upon the Relationship / ATM Card nor stored in any other manner, also not in an altered form, together with the Relationship / ATM Card.
- 3.5 The Relationship / ATM Card shall only be used by the Cardholder. The Cardholder is not allowed to give his / her Relationship / ATM Card to third parties nor make it accessible to any one else in any way.
- 3.6 The Relationship / ATM Card can only be used if sufficient balance or approved limit exists in the Linked Account or an unutilised and unexpired credit limit is available (in case of use of balance transfer facility).
- 3.7 Each person, who through the use of the Relationship / ATM Card and the entering of the correct PIN in the device equipped for this purpose, can withdraw cash or make payments, will be considered as an authorised Cardholder; this also applies if this person is not the actual Relationship / ATM Cardholder and the Bank is authorised to accept such transactions by aforesaid use and debit the Linked Account(s) in respect of such transactions. The risk arising from the use and the misuse of the Relationship / ATM Card is thus solely assumed by the respective Cardholder directly and the Bank will not be liable in respect of the same or reduced or suspended by such dispute or any counter claim which the Cardholder may have against such merchant or other person.

- 3.8 The Relationship / ATM Cardholder has no claim to any compensation from the Bank if use of the Relationship / ATM 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 Relationship / ATM Card.
- 3.9 The Bank is authorised to block the Card Transactions or any services linked with the Relationship / ATM Card at any time, without prior notice to the Cardholder(s) and without providing reasons.
- 3.10 The Cardholder may use the Relationship / ATM Card to obtain the services described in these "Terms and Conditions" and such other services as the Bank may provide from time to time.
- 3.11 All such services will be subject to these "Terms and Conditions" as amended from time to time.
- (i) The Relationship / ATM Card is the property of the Bank and should not be used by any person other than the Cardholder.
- (ii) In the event that there are insufficient funds available in the Linked Account to pay for any Card Transaction, including any markup, fees, charges or other payments due to the Bank, the Bank may at its own absolute discretion transfer sufficient funds from any other account maintained by the Cardholder with the Bank to the Linked Account to recover markup, fees or other charges payments due to the Bank.
- (iii) The Bank shall not be liable in any event for any loss or damage resulting from the refusal of any Merchant's Service / Retail Outlet, other bank or ATMs or Relationship Card operated machine(s) to accept use of the Relationship Card in connection with any Card Transaction or retention of the Relationship Card by the machine.
- (iv) A Card Transaction cannot be cancelled by the Cardholder after it has been completed.
- (v) The Bank will normally debit the amount of any Card Transaction to the Relationship Account as soon as the Bank receives notification from the Merchant in connection therewith. The Bank will not be liable for any loss resulting from any delay therein. The Cardholder agrees to reimburse to the Bank for any amounts that are due from the Cardholder for transactions authorised by him / her even after closing of the Linked Account.
- (vi) If a retailer or supplier makes a refund for a Card Transaction, the Bank will credit the Linked Account when it receives the retailer or supplier's proper instructions and the funds in respect of such refund. The Bank will not be responsible for any delay in receiving such instructions and refunds.
- (vii) 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.
- (viii) In the event of the death of the Cardholder, all Card Transactions already effected will be debited from the Account.
- (ix) The Cardholder will be solely responsible for any losses incurred as a result of the loss, theft, misuse or unauthorised use of the Relationship Card.
- (x) 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, act of war, failure of power supplies or equipment or causes beyond the Bank's control.
- (xi) The Bank is not liable in any way for the quality, quantity, sufficiency, acceptability of the goods and / or services purchased by the use of the Relationship Card by the Cardholder or for any surcharge (additional amount) charged by a Merchant, or any other breach or non-performance of any Card Transaction by a Merchant or for any act of the Merchant. In the event of a dispute between the Cardholder and the Merchant and / or the Bank or any other person, the Cardholder's liability to the Bank shall not, in any way, be affected.
- (xii) The Bank is not liable to the Cardholder for any loss or damage of whatsoever nature due to arising of disruption or failure or defect in any ATM, or other machine, or data communication or transmission link, or due to or from any dispute or any other thing or cause beyond the control of the Bank.
- (xiii) In case of use of the Relationship Card for the purpose of availing the balance transfer facility subject to the terms and conditions contained herein, all the terms and conditions applicable to the balance transfer facility will also become applicable to the Relationship Card in addition to the terms and conditions contained herein.
- 3.12 The ATM Card services will be subject to these "Terms and Conditions" as amended from time to time;
- (i) The ATM Card is the property of the Bank and should not be used by any person other than the Cardholder.
- (ii) In the event that there are sufficient funds available in the Linked Account to pay for any Card Transaction, including any markup, fees, charges or other payments due to the Bank, the Bank may at its own absolute discretion transfer sufficient funds for any account maintained by the Cardholder with the Bank to the Linked Account to recover markup, fees or other charges payments due to the Bank.
- (iii) The Bank shall not be liable in any event for any loss or damage resulting from the ATMs Card operated machines to accept use of the ATM Card in connection with any Card Transaction or retention of the ATM Card by the machine.
- (iv) A Card transaction cannot be cancelled by the Cardholder after it has been completed.
- (v) The Cardholder will be liable for all losses and 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.
- (vi) The Cardholder will be solely responsible for any losses incurred as a result of the loss, theft, misuse or unauthorised use of ATM Card.
- (vii) 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, act of war, failure of power supplies or equipment or causes beyond the Bank's control.
- (viii) The Bank is not liable to the Cardholder for any loss or damage of whatsoever nature due to arising of disruption or failure or defect in any ATM, or data communication or transmission link, or due to or from any dispute or any other thing or cause beyond the control of the Bank.

#### 4. DEPOSITS

- 4.1 The Bank may accept Cheques, drafts and other instruments payable / or endorsed to the Customer for collection entirely at the Customer's own risk. Un-cleared items, though credited, shall not be drawn against, and if the same is allowed to be drawn against, the Bank shall have the right to debit the Account and recover from the Customer, the value of any instrument discounted, purchased or collected by the Bank in the event that the proceeds are not received against the same at any time and / or even after receipt of the proceeds and credit to the Account of the Customer, if the value is subsequently debited from the account of the Bank for any reason, including fraud, error, illegality.
- 4.2 If the amounts indicated on the "pay-in" slip differs from that of the "later cash count", the Bank's count shall be final and conclusive (save for any manifest error).
- 4.3 Deposits established with the proceeds of cheques will be value-dated after clearance. All cheques that are deposited with the Bank are received by the Bank solely in its capacity as the Customers collecting agent and the Bank assumes no responsibility for realisation of items deposited in the Account for collection.
- 4.4 The Bank may refuse to accept for collection cheques drawn to the order of third parties. The Customer must make arrangements with the Bank for the confirmation of subsequent endorsements. The Customer assumes full responsibility for the genuineness, correctness and validity of all endorsements appearing on all cheques, orders, bill's notes, negotiable instruments and receipts of other documents deposited in the Account.
- 4.5 The Bank may, at its discretion, allow the facility for the Customer to deposit cheques in a drop box located in the Bank's premises or other authorised locations for facilitating deposits during Banking hours or after Banking hours. Cheques so deposited should be accompanied by pay-in slips or other authorised format duly filled in. The Bank will not be responsible for accepting deposit of cheques unless they comply with the specifications in the pay-in slip(s) or other authorised format and such cheques will be deemed to have been presented for deposit on the following Banking business day after deposit. The Customer shall be exclusively responsible for ascertaining whether any cheque deposited in the drop box has been credited to the Account and to collect the pay-in slip(s) or other authorised format duly stamped by the Bank and will not be obliged to issue any separate confirmation in this regard. The Bank will not be liable or responsible for any lost cheque or delay in credit of proceeds of the cheques to the Account.
- 4.6 The minimum initial deposit / minimum / average account balance required for opening / maintaining an Account may be determined and specified by the Bank from time to time. The Customer agrees to maintain such minimum balance.
- 4.7 The Bank reserves the right to close any Account, including but not limited to an Account that fails to maintain the required minimum balance, without assigning any reason whatsoever for the closure.
- 4.8 The Bank may deposit the funds in its control with such depository or depositories as it may select.
- 4.9 Except where agreed to the contrary between the Customer and the Bank, every payment received for an Account(s) in a currency other than that of such account(s) may be converted by the Bank at its sole discretion into the currency or currencies of such Account or Accounts at the Bank's then prevailing rate of exchange before the same is credited to such account(s).
- 4.10 In the event that the proceeds of the instrument(s) (i.e., cheques, drafts, etc.) deposited for collection are credited into the Account and subsequently remain unpaid for any reason whatsoever or are returned unpaid at any time in future although previously advised as paid, the Customer undertakes to refund / repay

the amount of the instrument(s) together with any expenses incurred by the Bank. The Customer authorises the Bank to debit such amount and expenses from his / her Account(s).

- 4.11 The Customer will indemnify the Bank as the collecting banker for any losses which the Bank may incur by reason of guaranteeing any endorsements, discharges on any cheque, bill, note, drafts, dividend warrant or any other instrument deposited by the Customer for collection and every such guarantee given by the Bank shall be deemed to have been given at the Customer's express request in each and every case. The Customer assumes the responsibility for the genuineness, correctness and validity of all endorsements appearing on all such instruments.
- 4.12 Paid cheques may at the discretion of the Bank be destroyed by the Bank after expiry of three years, but only images of the same may be available as stored on electronic media or other modern devices.

#### 5. STATEMENT OF ACCOUNTS

- 5.1. The Bank may issue and send to the Customer, 6 monthly / yearly or at such other intervals as the Bank may deem fit a statement of Accounts, also containing any transaction activity at POS terminals . The Customer will inform the Bank within fifteen days of the date of the relevant statement of account of any mistake, discrepancy and / or error in the same.
- 5.2 If the Customer fails to notify the Bank as aforesaid, then such Statement of Account shall be deemed to be correct and the balance stated therein shall be deemed to have been verified by the Customer and shall be taken as conclusive evidence for all purposes.
- 5.3 The Bank shall ensure that debit and credit entries are correctly recorded in all accounts, but in case of any error, the Bank shall be within its rights to rectify the error unilaterally without notice to the Customer and recover any amount wrongly paid or credited together with any accrued profit / return. The Bank shall not be liable for any loss or damage due to such errors and subsequent reversals.
- 5.4 Duplicate copies of Statement(s) of Account shall be provided by the Bank upon the payment of relevant charges at the Customer's request.
- 5.5 The Customer may request the Bank for receipt of Statements of Accounts via electronic mail; in that case the Bank at its own discretion shall decide to provide to the Customer the Electronic Statement of Accounts only, instead of providing both (the Electronic Statement of Accounts and printed / written Statement of Account by post or through counter collection).
- 5.6 In case that the Customer requests the Bank for receipt of Statements of Accounts via electronic mail, the same shall be at the entire risk and responsibility of the Customer and the Bank shall not be held liable or responsible in any way for any loss or damage resulting to the Customer, on account of inaccurate transmission, non transmission, incorrect transmission, error, delay or non delivery of the Electronic Statement of Account owing to the Customer's mailbox being full or the provision of an incorrect address or due to the inherent problems in verifying the authenticity of e-mails transmissions or due to any other reason.
- 5.7 The Bank shall not be held liable for any break down, malfunction, erroneous or unauthorised transmissions or access to the Electronic Statement of Account and / or any claims made by the Customer for any implied or express obligation of confidentiality / non-disclosure on part of the Bank, which may result as a consequence of the Bank complying with the Customer's request for Statement of Account via email.
- 5.8 The Bank may at any time terminate the mandate of Electronic Statement of Account by notice to the Customer in writing, without assigning any reason.
- 5.9 The Bank may at its discretion impose additional conditions before accepting requests for Electronic Statements of Accounts.
- 5.10 The Customer must notify the Bank immediately in writing if any periodic statement is not received by him within a reasonable time.

#### 6. CONFIRMATION OF BALANCE

- 6.1 The Bank may periodically send to the Customer a statement of balance in terms of which the Bank shall seek a confirmation of the Customer's balance maintained in the Account as of a date specified by the Bank. The Customer agrees to comply with all instructions that the Bank may issue in this regard, failing which the statement of balance shall be deemed to be correct for all purposes.

#### 7. CHANGE OF PARTICULARS

- 7.1 The Customer and / or the Cardholder shall forthwith notify the Bank of any change / amendment / modification of the information and instructions and representations provided by the Customer to the Bank in the Account opening form / user profile form / Relationship Form.
- 7.2 The Bank shall be entitled to rely on the existing information and instructions of the Customer until such aforesaid change of particulars have been notified in writing to the Bank and acknowledged by the Bank.

#### 8. NOTICES

- 8.1 All correspondences, notices or demands by the Bank, shall without prejudice to any other mode for effecting service, be deemed to have been validly effected or sent if served to the Customer personally or delivered or sent by telex or fax or registered mail / courier to the Customer's last known address in accordance with the Bank's record & shall be deemed to be duly delivered and received, on the actual date of delivery where personally sent or where sent by registered mail / courier, within three days of dispatch. In the case of any communication sent by telex or facsimile transmission, such communication shall be deemed to be effected on the date the telex or facsimile transmission was actually sent.

#### 9. CLOSING OF ACCOUNT / SUSPENSION OF TRANSACTIONS

- 9.1 The Bank reserves the right, at its sole discretion and with or without any notice to the Customer, to close the Account, which is not being operated in a manner satisfactory to the Bank or for any other reason whatsoever, without disclosing the reason for closure of the said Account to the Customer. The Bank also reserves the right to terminate any other type of relationship(s) e.g. lockers, safe custody, Relationship Cards, etc.
- 9.2 The Bank shall have discharged its liability with respect to an Account so closed by mailing to the Customer at his / her last known address a bank draft in the currency of such Account, payable to the order of the Customer in the amount of the then credit balance of such Account less deduction(s) in respect to the Account of any claim that the Bank may have on such funds constituting the credit balance.
- 9.3 On closure of an Account, any unused Cheques, Relationship Card and Locker Key(s), relating to the Account, must be returned forthwith by the Customer to the Bank. Alternatively it must be confirmed to the satisfaction of the Bank in writing that the unused cheques and Relationship Card have been destroyed.
- 9.4 The Bank reserves the right, in exceptional or unusual events, circumstances, transactions, developments in relation to the Customer or the Customer's Account, at its sole discretion, with or without notice to the Customer, to immediately block or suspend the operations of the Account till the resolution of the event or issue to the satisfaction of the Bank, without any liability being incurred by the Bank and for which the Customer is deemed to have authorised the Bank accordingly.

#### 10. WITHDRAWALS

- 10.1 Cheques and other payment instructions are to be signed as per specimen signature supplied to the Bank and alterations therein are to be authenticated by the Customer's signature.
- 10.2 The Bank will record instructions from the Customer to stop payment on a cheque, but can accept no responsibility in case such instructions have not been properly acted upon / executed or delayed and the payment is made to the beneficiary in good faith. Also, the Bank shall not assume any responsibility for instructions that are not communicated properly.
- 10.3 The Customer will not make a withdrawal / transfer of funds via a cheque or the use of the ATM service, or any authorised Card Transaction, or issue Instructions, which would cause the Account / Linked Account to go into overdraft without prior approval of the Bank. The Bank reserves the right to return unpaid any cheque or not comply with any Instruction or carry out Card Transaction that may cause the Account / Linked Account (as the case may be) to go into overdraft if no prior arrangement is made by the Customer with the Bank.
- 10.4 The Bank may, from time to time, impose weekly (or other periodic) withdrawal restrictions on saving accounts at its sole discretion.
- 10.5 Any and all cash withdrawal(s) in a currency / currencies other than Rupees shall be subject to the availability at the time, of sufficient currency notes with the Bank, in such particular currency / currencies.
- 10.6 The Customer will be entitled to receive payments only from the relevant branch of the Bank where the Account is maintained, unless certain transactions / withdrawals are otherwise expressly permitted by the Bank to be availed through other branches in Pakistan of the Bank under the countrywide on-line banking facility or otherwise, and subject to such conditions as the Bank may specify.
- 10.7 Any withdrawal of a term deposit before maturity shall be at the Bank's sole discretion and the rate of profit or interest applicable for the period such term deposit was maintained before withdrawal shall also be at the Bank's sole discretion and subject to penalties and costs associated with the premature encashment / withdrawal as per Bank's Schedule of Charges applicable from time to time.



- II. The Customer shall be bound by any / all Instructions issued by the Customer or purporting on their face to have been issued by the Customer and accepted by the Bank.
- III. The Customer shall be solely responsible for ensuring that the Account number, the PINs, the relationship card, cheque book, the RN and / or any other data that may be communicated to the Customer in this regard by the Bank, is fully secured and is not disclosed to unauthorised persons or third parties.
- IV. The Customer shall at all times maintain clear and sufficient funds in the Account in order for the Bank to put into effect the instructions or effect transfer or withdrawal of funds. The Bank is under no obligation to honour any Instruction unless there are sufficient funds in the Account or the Customer has been granted adequate overdraft facilities.
- V. The Customer shall be responsible for immediately making reimbursement to the Bank for any amount overdrawn without specific prior approval from the Bank by the Customer from the Account together with the applicable mark-up / administration charges, whether or not any demand is made by the Bank.
- VI. The Bank is entitled to levy any charge on the Services in accordance with the schedule of charges applicable from time to time.
- VII. The Customer acknowledges that the Bank may implement whatever security procedures and features it deems appropriate and / or necessary from time to time in order to verify the identity of the Customer or for the purpose of treating the transaction as authorised.
- VIII. Instructions shall be deemed irrevocable and binding on the Customer upon transmission by the Customer.
- IX. The Customer shall be solely responsible for ensuring the accuracy and completeness of Customer Instructions. The Bank shall not be responsible for the consequences, of any Instructions being incomplete, garbled or inaccurate.
- X. The Bank reserves the right without prior notice to cancel or decline to execute any Instruction without assigning any reason.
- XI. The Bank reserves the right to accept and act upon the Instructions notwithstanding that such Instructions may conflict with any other instruction received under any other mandate or instruction given by the Customer to the Bank.
- XII. That Customer agrees / undertakes:
- to promptly return the Relationship Card to the Bank upon request by the Bank;
  - That if there is any claim or dispute arising from the use or purported use, loss or misuse, of the Relationship Card, the Bank may disclose to parties who are privy to the transactions or the appropriate authorities any information regarding the account and / or any other account(s) that the Bank considers necessary in investigating the claim or dispute.
- XIII. Notwithstanding, anything contained herein above, the Customer irrevocably and unconditionally agrees and undertakes at all times to comply, fulfill, abide by and to be bound and governed by all terms and conditions of the Bank as well as terms and conditions which have been prescribed as per directives of the State Bank of Pakistan and as per applicable laws of Pakistan in all respects and under all circumstances. These terms and conditions are in addition and not in substitution for the terms and conditions, rules and regulations procedures and methods of the Bank governing the Account(s) and Services which are offered to the Customer from time to time .
- XIV. The Bank shall not be liable for any losses nor inability to perform caused by or in connection with force majeure, riot, war, natural event, any circumstances beyond the Bank's control or other occurrences for which the Bank is not responsible (e.g. lock-outs, traffic hold-ups, strikes, civil commotions, acts of domestic or foreign governmental authorities (whether de jure de facto) requirement of laws or regulations, market disruptions or any act of clearing / settlement.
- XV. The Bank is subject to all applicable circulars, orders, rules, regulations, laws, decrees and restrictions issued by competent government and other regulatory authorities in Pakistan and the liability of the bank for payment is governed by applicable laws and regulations in force in Pakistan at the relevant time. Repayment of any deposits, account balances or interest / profit thereon is subject to any acts and directions of the Government of Pakistan or the State Bank of Pakistan.

## 27. AMENDMENTS

- 27.1 The Bank may from time to time and at any time revise and / or change any of these terms and conditions including without limitation, the charges leviable in respect of the services. Such changes shall be effective from the date specified by the Bank for such modification. Such changes will either be notified to a Customer through the mail or by affixing a notice to that effect for fifteen (15) business days at a conspicuous place within the premises of the Bank's concerned branch and / or by publication in any daily newspapers at the discretion of the Bank.
- 27.2 The Bank reserves the right at any time and without notice to:
- Impose charges and fees for the use of the services and for the replacement of lost or stolen Card or PINs;
  - Add or withdraw or change the type of transactions provided by the services;
  - Vary the frequency and manner of use of the services, the withdrawal limits, operating hours and transaction types, facilities and services available at any point in time through the use of the Services.

## 28. NON-STOP BANKING

- The general terms and conditions specified above will also apply to all transactions, authorisation, mandate(s) and instructions via Non-Stop Banking and additionally the following will also apply.
- 28.1 The Customer shall provide the Bank with a list of third parties account numbers to which a transfer of funds may be made via the Call Centre. The Bank shall not effect any Instruction requiring it to transfer funds to the account of a third party if the number of that account is not contained in the list provided by the Customer.
- 28.2 The Relationship Card may be collected by the Customer from the Bank, from the branch within thirty (30) days of issuance of the said Card. The Bank, at its discretion, may destroy the Relationship Card at expiry of the thirty (30) days if it remains uncollected. In the event the Relationship Card is couriered to the Customer, the Bank assumes no liability for loss or misuse of the Relationship Card. In the event that the Relationship Card is destroyed by the Bank upon lapse of thirty (30) days, the Customer will be required to place a request for issuance of a new Relationship Card.
- 28.3 The Customer acknowledges that the Non-Stop Banking service that may be provided by the Bank at its discretion, involves inherent risks, including but not limited to risks associated with fraud and unintended / erroneous instructions, which the Bank cannot eliminate. The Customer hereby exempts the Bank of all responsibilities and accepts any and all risks associated with the use of the Non-Stop Banking service.
- 28.4 In case of joint account / account of company, partnership firm, or other corporate entity, the instructions via the Call Centre may be issued by any individual persons authorised in writing by all joint account holder(s) and by a resolution of the board of directors / governing board (as the case may be) and each such authorised person shall be deemed to be individually and singly authorised for such instruction, notwithstanding anything contrary contained in the account opening form mandate. Any mandate holder of the Customer will also be authorised to give instructions via the Call Centre in relation to the account(s) of the Customer.
- 28.5 For availing services made available to Customer from time to time by the Bank through Non-Stop Banking, the Customer with all requirements and guidelines issued by the Bank from time to time, either specifically or generally, which will be binding on the Customer.

## 29. DORMANT ACCOUNT

- 29.1 The bank may classify the account as dormant / inoperative if the account holder(s) has / have not conducted any transaction in his / her / their account(s) for a period of one year. In order to protect the customers interest the bank may block the withdrawals from such accounts, however deposits may be accepted in dormant accounts at the discretion of the bank. The customer(s) need to contact the bank personally along with original CNIC(s) to activate his / her / their dormant accounts.

## 30. MISCELLANEOUS

- 30.1 Governing Law: These terms and conditions shall be governed and be subject to the substantive and procedural laws of Pakistan, including all notifications, directives, circulars and regulations of the State Bank of Pakistan and / or provincial or federal government or any other local authority or body ("LAWS"), and shall be deemed to be modified to the extent required for compliance with the LAWS.
- 30.2 No liability of Bank: It is clarified that the Bank does not assume any liability for any delay or non-execution of any instruction except on account of established gross negligence or willful misconduct on the part of the Bank. In any case, without prejudice to the above, the maximum liability of the Bank will be limited to interest / mark-up or value-date adjustment for the relevant payment or transfer instructions.
- 30.3 A deposit in respect of which no transaction has been taken place for a period of 10 years; or dividend / bonus / profit or other sum of money which has become due but remained unpaid for a period of 10 years; or an instrument lying with the bank but no payment has been made for a period of 10 years; or any security / share / goods or any valuable article lying in the safe custody of the bank but has not been inspected or acknowledged for a period of 10 years, shall become unclaimed and will be surrendered to the State Bank of Pakistan as per the provisions of Banking Companies Ordinance, 1962.

## 31. SMS ALERTS PLAN

- 31.1 The Customer being a Telco subscriber has requested to utilise the Services and recognized that such Services may be discontinued by the Bank at any time without any prior notice. The Services are currently available only to resident Pakistani Customers with Account(s) with the Bank.
- 31.2 The Telcos offering the Services shall be notified by the Bank to the Customer from time to time.
- 31.3 The Customer accepts full responsibility in respect of the security and confidentiality of his / her mobile phone / mobile phone number and mobile phone identification number (PIN) to be used in initially gaining Access to his / her Account Information through the use of his / her mobile phone.
- 31.4 The Customer shall at all times remain absolutely and exclusively responsible for familiarizing himself / herself with and understanding the detailed process for using the facility and the Bank is not responsible for any error, mistake or omission by the Customer in respect of the use of the Services or otherwise.
- 31.5 This facility is being provided for retail transactions only however the Customer acknowledges that the Services of the Bank will be implemented in addition to the Services already provided. Conversely, the Bank may in its absolute discretion decide to cancel or remove any part of or the entire services being provided to the Customer at any time without prior notice in respect thereof.
- 31.6 The Bank may at any time decide to change the format and / or the features of the Alerts provided to the Customer and the Customer shall remain wholly responsible for keeping himself updated in respect of such changes. The Bank shall use its best endeavours to notify such changes through its website or through any other legally recognised medium of communication.
- 31.7 The Customer shall remain solely responsible for intimating in writing to the Bank any change in his mobile phone number and the Bank will not be liable in the event that any information is sent to a mobile phone number which is no longer in use by the Customer.
- 31.8 The Customer acknowledges and accepts that the Services being provided are dependent on the infrastructure, connectivity and services being provided by the Telcos within and outside the country and that the timelines and accuracy of the information sent by the Bank will depend on factors affecting the Network within and outside the country. The Bank shall not under any circumstances whatsoever, be liable for non-delivery or delayed delivery of information nor for error, loss or distortion in transmission of information to the Customer.
- 31.9 The Bank shall endeavour to provide the Services to the Customer on a best effort basis and the Customer shall not under any circumstances whatsoever, hold the Bank responsible nor liable for the non-availability of the Services or the non-performance of the Network, the Telco or any other service provider. The Customer shall indemnify the Bank in respect of any claims made by any third party against the Bank in respect of the use of the Services by the Customer.
- 31.10 The Customer shall be responsible to promptly inform the Bank in the event that he / she wishes the Services to be permanently discontinued or temporarily suspended. The Bank shall not under any circumstance whatsoever, be held liable by the Customer in the event that there is a delay by the Bank in implementing such instructions.
- 31.11 The Bank may at any time and without providing prior notice or assigning any reason to the Customer, withdraw part or whole of the Services relating to mobile phone banking. Liabilities incurred by the Customer shall, however, survive the termination of this Agreement.
- 31.12 The Services being provided by the Bank in relation to mobile phone banking facilities may be temporarily suspended at any time for the purposes of carrying out repair and maintenance work in respect thereof. Such suspension may also be carried out in respect of any security procedure required to be followed by the Bank.
- 31.13 The Services being offered by the Bank shall be subject to charges as provided in the Schedule of Charges (SOC) of the Bank, which may be revised from time to time and communicated through revised / latest SOC. Further, the Customer shall be liable for payment of aforementioned services and / or such airtime or other charges which may be levied by the Telco or the Bank in connection with receiving the Alerts. In the event that the Customer is required to make any payment in connection with the use of the Services, the Bank shall have the right to debit the Customer's Account(s) with the Bank. However, in case neither the customer pays the charges nor is sufficient balance available in his / her account, the Bank reserves the right to suspend the Services without any prior notice. Bank will not be liable for any additional airtime and other charges by the Telco or Any third party company for use of SMS alerts outside Pakistan.
- 31.14 The Bank nor its employee / contractual staff will not be liable for: (a) any unauthorised use of the Customer's PIN; or (b) mobile phone number / instrument in respect of any fraudulent, duplicate or erroneous information given by use of the same; (c) acting in good faith on any instructions received by the Bank; (d) error, default, delay or inability of the Bank to act on any instructions received by the Customer in respect of the Services and (e) unauthorised access by any other person to any instruction given by the Customer or breach of confidentiality.
- 31.15 The Bank will not be held responsible for any failure or delay on the part of the Telco to reload prepaid airtime of the Customer nor will the Bank be concerned with or held responsible for the suspension or permanent / temporary blocking of airtime allocated to Customers utilising post paid airtime from the Telco. Customer complaints against the Telco will be addressed directly by and between the Customer and the respective Telco.
- 31.16 The Bank shall not be concerned with any dispute that may arise between the Customer and the Telco and makes no representation nor gives any warranty with respect to the quality of the service provided by the Telco or guarantee for timely delivery or accuracy of the contents of each SMS.
- 31.17 All responsibility of use of the Services by a joint account holder shall be binding on all other joint account holder(s).
- 31.18 The Customer authorises the Bank (and its affiliates) and its personnel and employees to access and transmit the information relating to the Customer's Account(s) as well as send Alerts to the Customer through the Network in order to provide the Services to the Customer and to give effect to any instructions by the Customer in connection with such Services.
- 31.19 The Customer shall indemnify and keep the Bank free and harmless from and against all liabilities, losses, claims, damages incurred by the Customer or a third party arising out of or in connection with the use of the Services including but not limited to any / all losses and damages resulting from negligence, theft and / or fraud provided however, that there is no gross negligence on the part of the Bank. Additionally, the Bank shall not be liable for any expense, claim, loss or damage arising out of or in connection with this Agreement including but not limited to loss or damage resulting out of force majeure (which means any circumstances beyond the reasonable control of the Bank including without limitation, any Act of God, firestorm, typhoon, earthquake, electrical, technical, computer related or mechanical failures).
- 31.20 The Bank may from time to time and at any time revise and / or change any of these Terms and Conditions and the Customer hereby agrees to adhere to, without need of notice, any and all such future modifications, alterations or amendments, which may be revised from time to time shall be communicated through revised / latest SOC.