



1. Applicant Details

Date

Name of Customer

Residential Address

Office Address (For Joint Account Only)

(Other than Joint Account Holders)

NTN #

Phone #

Customer Type Joint Account

Single Management Company

Partnership

Trust

Limited Company

Others

2. Account Details (Attach sheet in case of additional accounts)

2.1 Title of Account

Account Number

Currency

2.2 Title of Account

Account Number

Currency

2.3 Title of Account

Account Number

Currency

2.4 Title of Account

Account Number

Currency

3. Access Rights : (Please select the required transaction fields)

3.1 View Statement & Inquiries

3.2 Own Account Transfer

Per Transaction Amount

Per Day Limit

3.3 Inter Branch Fund Transfer

Per Transaction Amount

Per Day Limit

3.4 Inter Bank Fund Transfer

Per Transaction Amount

Per Day Limit

- Note:
- IBFT transaction should not exceed PKR 1 Million per day.
 - Overall Per Day Transactions Limit should not exceed PKR 7 Million.
 - For Joint Account Holders with Dual operating instructions, limits for individual customers will be applicable.

4. a) Customer Signature / Signatures of Authorised Signatory
(To be verified by branch with P.A. Number & S.V. Stamp)

Name & Designation of Authorised Signatory
of the Company

b) Customer Signature / Signatures of Authorised Signatory
(To be verified by branch with P.A. Number & S.V. Stamp)

Name & Designation of Authorised Signatory
of the Company

FOR BANK USE ONLY

5. Customer Group ID

Date

6. Branch Manager /Operation Manager
Signature & Stamp

TERMS AND CONDITIONS

For Non-Individual Customers

Terms and Conditions for accepting all verbal and electronic instructions

1. I/We (the Customer(s) means Business Customer(s) which includes Joint Account/s operated by dual signatures, Partnership, Single Management Company, Public and Private Companies, Financial Institutions etc. as mentioned in the HBL InternetBanking Form for Business Customers, hereinafter called as the "Customer"), having provided the required particulars on the Internet Banking Application Form for Business Customers (the "HBL InternetBanking"), hereby request Habib Bank Limited ("HBL") to accept and irrevocably authorize HBL to act upon all financial and non-financial instructions/requests ("Instructions") issued by me/us (the Customer), including any financial and non-financial information provided by me / us for any purpose or reason to HBL via Voice Instructions or the Telephone or Keystrokes on the Interactive Voice Response (IVR), Mobile Phone/SMS, Email, HBL InternetBanking, ATM, Mobile Apps/Mobile browser and Website Banking or any other channel/services that HBL, at its discretion, may offer or include in features of online banking from time to time or through any other person purporting to be me/us (upon due authorization and verification by HBL) using my/our details which includes but is not limited to registration and activation process, usage of features and verification of information and issuance of PIN / login Password / Secret Code/transaction password for availing any or all of the banking service (Services) that HBL may at its discretion offer from time to time.
2. The Customer hereby agrees and accepts full responsibility for correctness and security of information furnished to HBL which includes but is not limited to the Paper-based Forms, Voice Instructions, the Telephone and Keystrokes on the Interactive Voice Response (IVR), Mobile Phone/SMS, E-mail, HBL InternetBanking, ATM and Website Banking or any other channel/services that HBL at its discretion offers / includes in its features / modes / list of services from time to time. HBL shall have the unconditional and irrevocable right to change, modify, add to or exclude any of the features / modes / services offered by HBL. Upon the occurrence of such a change, HBL shall intimate the same to the Customer through its website and / or any other method / mode deemed suitable by HBL.
3. HBL is irrevocably authorized and instructed to accept all instructions received by HBL via Paper-based Forms, Voice Instructions or the Telephone or Keystrokes on the Interactive Voice Response (IVR), Mobile Phone/SMS, E-mail, HBL InternetBanking, ATM and Website Banking or any other channel/services that HBL at its discretion offers / includes in its existing features from time to time and HBL shall rely conclusively on the authenticity of and due authorization for any such instructions, after the same have been verified through questions in the case of HBL Via Voice. In any other case where the Customer has been provided PIN / Login Password / Secret Code / Transaction Password, the entering into of such PIN / Login Password / Secret Code / Transaction Password shall deem any instructions so received by HBL thereby as validly received from the Customer.
4. HBL shall be, at its own discretion, have absolute liberty to refuse to accept or give effect to any instructions/requests received from the Customer via Paper-based Form(s), Voice Instructions or the Telephone or Keystrokes on the Interactive Voice Response (IVR), Mobile Phone/SMS, E-mail, HBL InternetBanking, ATM and Website Banking or any other channel/services that HBL at its discretion offers / includes from time to time, if in the sole opinion of HBL, the authenticity of such instructions is doubtful or HBL is otherwise unable to give effect to the instructions for any reason whatsoever. The Customer acknowledges and agrees that such an exercise of restraint by HBL will be done having regard to the safety and security of the Customer's accounts and information and that HBL shall not be liable in any manner to the Customer for any loss, damage, costs or claims sustained by the Customer due to the delay / restraint / refusal by HBL in complying with any such instructions. Upon the occurrence of such an event, HBL shall inform / intimate the Customer of the same, as soon as is reasonably possible through any modes of communication depending on the circumstances of such an event.
5. The Customer hereby unconditionally and irrevocably undertakes and agrees that HBL shall have the absolute discretion / right to amend the funds transfer limits (Per transaction and Per day limits) upon intimation to the Customer, which shall not be challenged by the Customer on any ground whatsoever.
6. The Customer accepts full responsibility for ensuring that all measures / steps are taken by the Customer to secure/protect the information provided to HBL which includes but is not limited to his / her Account Number, ID, PIN / Password / Secret Code/Transaction Password, CNIC and E-mail Address etc or as the case may be and will notify HBL immediately in case of any change and/or, if such information is lost/forgotten or compromised. The Customer further undertakes to not divulge such information to any third party(ies), other than those authorized by the Customer and intimate / communicate to HBL.
7. HBL shall not be liable to the Customer for any loss or damage (whether direct or indirect and/or consequential or inconsequential) that the Customer may suffer which includes but is not limited to any errors, omissions, delay, breakdown or interruption, improper operations and/or incorrectness in operations or by using Modules, Features and Services offered through Paper-based Form, Voice Instructions or the Telephone or Keystrokes on the Interactive Voice Response (IVR), Mobile Phone/SMS, E-mail, HBL Internet Banking, ATM and Website Banking or any other channel/services that HBL at its discretion offers from time to time, which are caused by circumstances beyond HBL's control as contemplated in Clause 27 (Force Majeure) that leads either to the Service being totally or partially unavailable.
8. The Customer will be responsible for the provision to arrange and/or maintenance of suitable Hardware / Electronic Products/Devices for obtaining access to Voice Instructions or the Telephone or Keystrokes on the Interactive Voice Response (IVR), Mobile Phone/SMS, E-mail, HBL InternetBanking, ATM and Website Banking or any other channel/services that HBL at its discretion offers from time to time and HBL shall have no responsibility and liability for the reliability, destruction, delay, unavailability, damage or maintenance which includes but is not limited to any hardware, software, electronic products/devices, communication system, data/information in the provision of the services for any reason whether direct and/or indirect and/or consequential and/or inconsequential whatsoever.
9. The Customer accepts full responsibility for the correctness of financial and non-financial instructions acquired from HBL in respect of the aforesaid channels/mediums and irrevocably authorizes HBL to act upon any instruction received on account of the Customer through HBL InternetBanking Application Form for Business Customers, Voice Instructions or the Telephone or Keystrokes on the Interactive Voice Response (IVR), Mobile Phone/SMS, E-mail, HBL InternetBanking, ATM and Website Banking or any other channel/services that HBL at its discretion offers / includes / provides from time to time.
10. The Customer acknowledges that he/she fully understands the limitation and inherent risks involved and absolves HBL of all responsibilities and accepts any risks associated in providing and execution of any financial and/or non-financial instructions by utilizing any of the services offered through HBL InternetBanking, Voice Instructions or the Telephone and/or Keystrokes on the Interactive Voice Response (IVR), Mobile Phone/SMS, E-mail, ATM and Website Banking or any other channel/services that HBL at its discretion offers from time to time.
11. HBL has the sole discretion to levy fees/charges for any of the various services offered by HBL and mentioned in its Schedule of Bank Charges. HBL shall have the further right to revise / amend / modify such charges and intimate the same to the Customer.
12. No warranties of any kind, whether express or implied, are made in respect of the performance, quality, security, content, information availability, accuracy, safety or reliability of aforesaid mediums or any other channel/services that HBL at its discretion offers / includes from time to time and HBL shall not be liable for any loss or damage whether direct or indirect and/or consequential or inconsequential whatsoever to the Customer (including any its authorized persons).
13. The Customer hereby undertakes and agrees that they will compare the Balances shown/provided by HBL and reconcile the status reports of the transfers made via Voice Instructions or the Telephone or Keystrokes on the Interactive Voice Response (IVR), Mobile Phone/SMS, E-mail, HBL InternetBanking, ATM and Website Banking or any other channel/services that HBL as its discretion offers from time to time with the Customer's own financial records regularly and will notify HBL in case of any mismatch/dispute as soon as is reasonably possible but not later than 7 days. Upon the failure on the part of Customer to notify discrepancies within the stipulated period as aforesaid, the account and transactions of the Customer with HBL as reflected in Balances shown / provided by HBL, shall be construed and considered as correct and shall not be challenged by the Customer. The Customer may export and print the statement (where applicable) of account details and in such a case HBL shall not be responsible for any alternation / modification in the exported statement of account and in the event of a dispute HBL records shall be considered as correct and final.
14. The Customer hereby undertakes and agrees that in the unlikely event of the Customer obtaining access to any program, data or other information not owned by the Customer, the Customer shall treat any such programmes, data or other information as confidential and that the Customer shall not disclose or make any other use of such information and shall immediately notify HBL of the same. Failure on the part of the Customer to comply with the terms herein shall constitute a breach by the Customer of its obligations hereunder and the Customer shall be responsible for any loss, damage, claim sustained by HBL in respect of the same.
15. The Customer hereby undertakes and acknowledges that the Customer shall not be able to countermand/cancel any instruction and/or transaction given or processed through Voice Instructions or the Telephone or Keystrokes on the Interactive Voice Response (IVR), Mobile Phone/SMS, E-mail, HBL Internet Banking, ATM and Website Banking or any other channel/services that HBL as its discretion offers / includes from time to time.
16. The Customer undertakes to use the Voice Instructions or the Telephone or Keystrokes on the Interactive Voice Response (IVR), Mobile Phone/SMS, E-mail, HBL InternetBanking, ATM and Website Banking or any other channel/services that HBL at its discretion offers / includes from time to time for the purposes set out and solely for the Customer's own use and not to publish or make any other use of the information, database or nature of the services provided through the mediums as mentioned above nor to contest or challenge the rights of HBL in relation to copyright or any other right for the Product / Service or any part thereof.
17. HBL shall make best efforts to take reasonable care to ensure that Customer's information remains protected from unauthorized access and remains confidential. Any disclosure by HBL of such information to a third party either if necessary for the proper operations of the services or if required in compliance with any law, orders of any Courts / competent authorities, shall not constitute a breach by HBL of its obligations under this clause.
18. HBL shall not be held responsible and liable for the aforesaid delivery channels remaining unavailable from time to time, which includes but is not limited to routine maintenance or emergency repairs or because of the unavailability of electricity, telecommunication system or networks or events constituting force majeure, riots, etc.
19. The Customer hereby permits and authorises HBL to use any of the aforesaid mediums to record with HBL's Customer Service Officers to constitute evidence of the instruction(s) communicated by the Customer.
20. The Customer undertakes to abide by and act in accordance with all the instructions (if any) provided by the bank from time to time. The customer hereby agrees not to challenge the effectiveness and validity of the said instructions and that in case of any disagreement; the said instructions shall be accept as final and binding.

21. The Customer acknowledges and accepts that there shall be no claim against HBL on account of HBL relying on this mandate and any Instructions given in terms hereof, and irrevocably agrees to indemnify and keep HBL safe and secured against any and all direct loss or consequential losses, caused, damages, expenses, claims, litigations or objections of any nature whatsoever arising out of HBL acting upon this mandate.
22. HBL may at any time terminate this mandate by giving notice in writing to the Customer, singly or generally, without assigning any reason thereof. The Customer may terminate this Mandate by giving written instructions in original only and such termination will only become effective on the 7th calendar day following the receipt of such original written instructions. Any banking services instructions or otherwise given by the Customer prior to the final termination shall be executed and continue to be held valid and irrevocable.
23. For instructions pertaining to a payment or transfer of funds out of any account of the Customer on which the transfer facility is provided at the request of the Customer, the Customer shall, in advance of such instructions, provide HBL with account number(s) of his / her source account(s), as stipulated within the HBL Internet Banking Application Form. HBL shall not affect any Instructions requiring it to transfer funds to a Beneficiary's Account if such a transaction is not prearranged by the provision of providing the Debit Account details in advance as mentioned above.
24. HBL may at its absolute discretion and without incurring any liability whether by virtue of the Terms and Conditions or otherwise refuse to implement any instructions without assigning any reason and will notify the Customer of its decision to do so.
25. The instructions given in the terms of this mandate shall at all times be legally binding and enforceable against the Customer. The Customer waives all rights and remedies to challenge or dispute any instructions executed by HBL in compliance with the terms of this mandate.
26. Accessing Internet Banking Through Mobile Phone/Smart Device
 These Terms and Conditions will be applied in the next phases of Internet Banking and are pertinent to smart devices (Mobile Phones/Tablets), hence given the name HBL MobileBanking, which will have the Internet Banking Application downloadable from their respective App stores/available through the browser.
 - 26.1 The HBL Mobile Banking service will only be available mobile/smart devices accessing internet which meet the required specifications and configurations as specified by the Bank from time to time. Accordingly, you agree to procure and maintain a mobile/smart devices accessing internet and data connection which meet these requirements at your own expense.
 - 26.1.1 You are entirely responsible for the security and confidentiality of your passwords as well as for all the transactions being made using the said mobile/smart devices accessing internet and passwords.
 - 26.1.2 You also assume full responsibility to inform the mobile phone service provider to block the SIM card or terminate the Mobile Phone Number in case of loss or theft of the mobile phone/device and HBL will not be liable in any way or form by any loss caused thereof.
 - 26.1.3 You undertake to notify the bank in writing or by calling our call centre immediately in case of loss/theft of your phone/device in order to protect the interest of all parties.
 - 26.1.4 The customer is solely responsible for protecting his/her phone/device.
 - 26.1.5 In case a customer leaves his/her mobile phone/smart device unattended, he/she should lock it prior to leaving it unattended. The Bank is not liable in any way or form whatsoever, for any breach of confidentiality of any form of data/information sent to the customer's mobile/smart device in the event of leaving the phone/device unlocked while unattended.
 - 26.1.6 You must not leave your phone/smart device unattended or permit any person to access your phone/device in such a manner that they may get access to your Software, Security Codes or the HBL Mobile Banking service, whether with or without your consent and if that may happen and any person other than yourself is able to get access to your phone/smart device, HBL will not be liable in any way or form whatsoever.
 - 26.1.7 You agree that only your mobile phone service provider is responsible for its products and services. Accordingly, you also agree to resolve any problems with your provider directly without HBL's involvement. Neither HBL, nor any of its service providers are to be held responsible or liable for the operation, security, functionality or availability of any mobile phone/wireless device or mobile network which you utilise to access HBL MobileBanking service.
 - 26.1.8 You agree to exercise caution when utilising the services on your smart device and to use good judgment and discretion when obtaining or transmitting information and any breach that may occur as a result of any such utilisation is your responsibility and HBL will not be liable in any way or form whatsoever.
27. We shall not be deemed in breach of this Agreement if we are unable to perform any of our obligations under this Agreement or any portion thereof or is delayed by reason of fire, flood, earthquake, epidemic, explosion, accident, riot, war (declared or undeclared), blockade, embargo, labour dispute, strike, lockout, act of God or public enemy, civil disturbance or any local, national or international law, governmental order or regulation, or any event beyond the control of Company, or there is any communication failure due to the malfunction or shutdown of cellular services or internet service providers (i.e. where we can provide evidence of properly and timely sending out such communication from our end) (collectively, "Force Majeure"). If affected by an event of Force Majeure, we shall take all reasonable measures to remove our inability to fulfill our obligations under this Agreement with a minimum of delay.

7. a) _____
 Customer Signature / Signatures of Authorised Signatory
 (To be verified by branch with P.A. Number & S.V. Stamp)

 Name & Designation of Authorised Signatory
 of the Company

b) _____
 Customer Signature / Signatures of Authorised Signatory
 (To be verified by branch with P.A. Number & S.V. Stamp)

 Name & Designation of Authorised Signatory
 of the Company

Date

Prerequisite:

1. HBL Branch will check applicant's Account Number & Title of Account. The name of the Applicant and Title of Account must be similar because individuals/personal account(s) will not be available on business site or vice versa.
2. Verification of Customers' Signature on the HBL InternetBanking Form with verification stamp and P.A. Number of the respective official of the Branch.
3. Branch Manager's / Manager Operations Signature and Stamp on the HBL InternetBanking Application Form For Business Customers and Business Customers –Sub-Users Form.
4. Branch will ensure the following in case of;
 - a. Joint Account(s): The Branch Manager / Manager Operation will ensure the signature of all the parties involved in the respective account(s) mentioned on HBL InternetBanking Application Form and / or Sub-user Application Form for Business Customers.
 - b. Partnership concerns: 'View Account Statement' facility, there will be no requirement for any document except the request on internet banking registration form duly signed by authorized signatories as per the partnership deed submitted at the time of account opening.
 For 'Funds Transfer' facility, the Branch will obtain an authority letter duly signed by all the partners in favour of the partner/s nominated for signing HBL InternetBanking Application Forms / issue any other instructions thereto on behalf of the company / business.
 - c. Single Management Company (SMC): SMC Stamp should be affixed on the HBL InternetBanking Application Form duly verified by the Branch along with the verification stamp and P.A. Number of the respective official of the Branch.
 - d. Limited Company: For 'Viewing & Inquiries' facility, there will be no requirement for any document except the request on internet banking registration form duly signed by authorized signatories as per the Board Resolution and/or any other document submitted at the time of account opening.
 For 'Funds Transfer' facility the branch will obtain the Special Board Resolution from the limited companies, financial institutions and alike, along with the HBL InternetBanking Application Form / Sub-users Application Form.
 - e. Group of Companies: The requirement of Board Resolution will remain the same as mentioned above in Point d (Limited Company Section) along with a letter as per specimen approved by our Legal Division, duly signed by the Company Secretary and/or CEO of the Group of Companies.