

HBL



Terms & Conditions

HBL MobileBanking

For further details, call 111 - 425 - 425
or visit www.hbl.com

HBL



These terms and conditions of use are important

These conditions of use form a legal contract between you and us in relation to your use of HBL MobileBanking and it is important that you read and understand them before using HBL MobileBanking, as use of HBL MobileBanking signifies your acceptance of these terms and conditions.

These terms and conditions of use specify:

- your authorisation (mandate) to us to process transactions on your accounts when electronic instructions are received through your mobile phone for using HBL MobileBanking;
- your obligations, rights and responsibilities when using HBL MobileBanking;
- the extent of your potential liability for loss using HBL MobileBanking;
- our obligations, rights and responsibilities in relation to the provision of HBL MobileBanking;
- other important matters including privacy, termination of access to HBL MobileBanking.

1. DEFINITIONS

"You" and "your" means the account holder/customer(s) in respect of the accounts accessible by using HBL MobileBanking.

"We" and "us" means Habib Bank Limited.

"Account" and "accounts" means all accounts associated with your Customer Number.

"Mobile Phone" shall mean the handset and the SIM card along with the accessories and necessary software for the GSM and CDMA phones, which is owned by the account holder/customer.

"Instructions" means instructions, communications, operations or transactions transmitted through your mobile phone under the HBL MobileBanking Service.

"Registered Mobile Phone Number" shall mean the number specified by the customer in writing either through application form provided by the Bank or otherwise for the purpose of availing the facility.

"MPIN (Mobile Phone PIN)" shall mean a secret numeric or alpha numeric password usually consisting of four characters shared between a customer and a system that can be used to authenticate the customer to the system.

"Facility" shall mean the HBL MobileBanking Service/ facility provided by the Bank for access to information relating to the saving/ current account(s) of the customer and usage of product and other services as may be made available on the mobile phone by the Bank from time to time through HBL MobileBanking Service.

"Software" means the software application to be downloaded and installed by you in your mobile phone in order to access the HBL MobileBanking Service, as may be designated for use by the Bank from time to time.

"Eligible Accounts" means individual accounts in your sole name and joint accounts which you hold with another person but only if the mandate is "either one to sign".

"Terms and Conditions" means these terms and conditions including any amendments and any and all annexures, schedules, exhibits, appendices attached to it or incorporated by reference from time to time. These terms and conditions are supplemented by and in addition to the specific terms and conditions, which would be required to be communicated to the Customer prior to availing of HBL MobileBanking facility. In case there is a conflict or repugnancy between these terms and conditions and any specific terms and conditions, these terms and conditions would prevail for all intents and purposes.

In these HBL MobileBanking Terms:

- the words include and including shall not be construed as having any limiting effect;
- the singular includes the plural and vice versa;
- a gender includes the other genders;
- the headings are used for convenience only and do not affect the interpretation of these HBL MobileBanking terms;
- the words "in writing" include any communication sent by letter, facsimile transmission or email;
- a reference to a document includes the document as modified from time to time and any document replacing it; and
- the word "person" includes a natural person/individual business etc.

2. APPLICABILITY OF TERMS AND CONDITIONS

By using HBL MobileBanking, the Customer thereby agrees to these terms and conditions, which form the contract between the Customer and the Bank. HBL MobileBanking shall be governed by such terms and conditions as amended by the Bank from time to time. These terms and conditions shall be in addition to and not in derogation of other terms and conditions relating to any account of the Customer and/or the respective product or the service provided by the Bank unless otherwise specifically stated.

3. SCOPE OF HBL MOBILEBANKING SERVICES

- 3.1 HBL MobileBanking terms relate only to individual accounts in your sole name and to joint accounts which you hold with another person but only if this account mandate is "either to sign".
- 3.2 HBL MobileBanking Service will only be available for mobile phones and data connections which meet the required specifications and configurations as may be specified by the Bank from time to time and you agree to procure and maintain a mobile phone and data connection which meet these requirements at your own expense.
- 3.3 User Guidance on the operation of the HBL MobileBanking Service will be made available to you. You must follow all relevant user guidance whenever you access or operate the HBL MobileBanking Service.

3.4 The Bank may inform you from time to time about changes to the way you should access or operate the HBL MobileBanking Service. You must observe all such changes when accessing or operating the HBL MobileBanking Service.

3.5 The scope features and functionality of the HBL MobileBanking Service will differ from the other Banking Services for other electronic channels, and may be varied by the Bank from time to time. You agree and acknowledge that:

- 3.5.1 certain services are not available on the HBL MobileBanking Service and these services may or may not become available in the future; and
- 3.5.2 certain services which are currently available on the HBL MobileBanking Service may be discontinued with prior notice given to you.

3.6 You acknowledge and agree that the Bank may, in its sole and absolute discretion, by giving a notice may add to, vary, alter, suspend or remove any part of or all of the HBL MobileBanking Service, or any function or feature of the HBL MobileBanking Service from time to time, without incurring any liability.

3.7 Without prejudice, and for the avoidance of doubt, all provisions in the InternetBanking/PhoneBanking terms relating to joint accounts shall also apply to the HBL MobileBanking Service. Where conflicting or inconsistent instructions are received from two (2) or more joint account holders, the Bank shall be entitled to act on any one of these instructions without incurring any liability for any failure to act on the other instructions.

3.8 The HBL MobileBanking Service is normally available 24 hours a day, 7 days a week, and 365 days a year apart from planned downtime, circumstances beyond our reasonable control, and outages on any mobile phone network or where you are not in an area of mobile phone coverage.

3.9 Customer agrees that the transactions originated using the mobile phones are non retractable as these are instantaneous/real time.

4. ELIGIBLE ACCOUNTS

- 4.1 By agreeing to be bound by the terms of this agreement, you agree that the HBL MobileBanking Service will be available on all Eligible Accounts with the Bank, whether open now or in future. The HBL MobileBanking Service cannot be used on some types of accounts and the Bank will advise you from time to time as to which accounts are eligible.
- 4.2 In order to use the HBL MobileBanking Service, you must be registered by the Bank to use the HBL MobileBanking Service, and comply with the registration and activation procedures prescribed by the Bank.
- 4.3 The final discretion to offer this HBL MobileBanking Service to a customer rests with the Bank and if the Bank decides, it may withdraw such a facility at any time by giving a notice to the Customer.

5. LIMITATION OF MOBILE PHONE TECHNOLOGY

The Customer accepts that mobile phone communication is a new and rapid advancing technology. Accordingly, while the Bank is committed to developing its mobile phone capabilities:

- the HBL MobileBanking Service may not meet all the customer's requirements or expectations;
- the functionality of the HBL MobileBanking Service may from time to time be variable or limited;
- the Bank will endeavour to make sure the HBL MobileBanking Service continues to function, but its operation may be subject to interruptions and/or require periodic modifications, service and improvements; and
- to help reduce the risks, the Bank may set (and from time to time revise) limitations on the transaction size, funds transfer destination and other features of the HBL MobileBanking Service and/or may set customer requirements with the intimation to the customer.

6. SECURITY & ACCESS PROCEDURES

- 6.1 Access to the HBL MobileBanking Service shall only be made by means of the PIN in accordance with procedures laid down by the Bank from time to time and which may be different from those issued for the other services. The Bank may also issue separate requirements, restrictions, instructions, activation and access procedures, or any additional conditions pertaining to the access and use of the HBL MobileBanking Service, the Software, and the MPINs for the HBL MobileBanking Service, and the transmission of Instructions ("Procedures"). All procedures may be varied by the Bank from time to time. You agree and undertake to be bound by and to comply with all of the procedures as may be issued by the Bank from time to time.
- 6.2 The Bank shall not be bound by or obliged to take any action on any instructions which do not properly comply with the Procedures and the Bank may reject such non compliant instructions.
- 6.3 You must secure the Software and the MPINs, if any, installed in your mobile phone with a password. All such passwords and the MPINs must be kept strictly confidential and must not be disclosed to anyone else.
- 6.4 You must take good care of the designated equipment and not allow any other person to use it.
- 6.5 You must at all times keep your MPIN confidential and must not disclose it to any other person or write it down or record it in a manner that could result in its disclosure or misuse.
- 6.6 You must not leave your mobile phone unattended or permit any person access to your mobile phone in such a manner that he/she may access your Software, MPIN or the HBL MobileBanking Service, whether with or without your consent.
- 6.7 In the event that you lose or replace or part with possession or control of your mobile phone in which the software and/or MPINs are installed, or if you have reason to believe that someone

has accessed your bank account(s) using the Software and/or MPINs, you must immediately notify and instruct the Bank to revoke the security PINs immediately, and make a fresh application to register for the HBL MobileBanking Service.

- 6.8 Until and less you notify the Bank, all instructions received by the Bank which are associated with your MPIN shall be deemed to have come from you, and the Bank shall be entitled to rely on such instructions, whether they actually originated from you or not. You acknowledge that the Bank may not be able to reverse or annul any transaction executed based on instructions received prior to your notice to the Bank.

7. APPLICATION FOR OBTAINING HBL MOBILEBANKING SERVICE

The Customer shall apply to the Bank for use of the HBL MobileBanking Service through a prescribed format of application made available by the Bank from time to time. The same shall only be accepted only after authentication of the Customer through any mode of verification as may be stipulated by the Bank from time to time or as may be decided at the sole discretion of the Bank. The HBL MobileBanking shall be activated only on receipt of such application and after completion of verification process laid down by the Bank. The Bank has the absolute/sole discretion to accept and/or reject any application for HBL MobileBanking and without giving any reason thereof.

8. MOBILE PHONE SERVICE PROVIDER

- 8.1 You agree that access to HBL MobileBanking Services will be effected through the relevant mobile phone service provider in the country from where such service is accessed and to this extent such access will also be subject to and governed by the relevant laws and regulations of that country and any terms and conditions prescribed by the mobile phone service provider in separate agreements with you.
- 8.2 You will be responsible for all fees charges and expenses, including charges for overseas usage, which may be imposed by the mobile phone service provider in servicing your telecommunications equipment in connection with the use of HBL MobileBanking Service.
- 8.3 You represent to the best of your knowledge that your telecommunications equipment through which access may be effected by any use of the account number and PIN are free from any electronic or mechanical defect, data failure or corruption, viruses, bugs and other similar problems. You agree that neither we, nor any of our officers and employees or any branch, affiliate or subsidiary of HBL, are responsible for any electronic or mechanical defect, data failure or corruption, computer viruses and bugs or related problems that may be attributable to your telecommunications equipment and/or the services provided by any relevant mobile phone service provider.

9. RESPONSIBILITIES AND OBLIGATIONS OF THE CUSTOMER

- 9.1 The Customer accepts he/she is responsible for security and agrees to act prudently and in good faith by taking the security measures as stated in clause 6 to safeguard the security of the PIN and the mobile phone.
- 9.2 The Customer agrees that HBL MobileBanking Service is provided to him/her at his/her own risk and responsibility and subject to the terms and conditions.
- 9.3 The Bank will provide the HBL MobileBanking Service to the registered customers in respect of only those accounts for which he is registered.
- 9.4 The Customer will be liable for payment of airtime or other charges which may be levied by the telecom, as per the terms and conditions of the telecom, in connection with receipt of SMS messages, and the Bank is in no way concerned with the same.
- 9.5 The Bank is not responsible for any loss or damage arising directly/indirectly from any malfunction or failure of the HBL MobileBanking Service.
- 9.6 The Customer shall advise the Bank immediately in the event of any change in the information given on the application form, i.e. mobile phone number, account details, etc.
- 9.7 The Customer agrees to provide any additional information required by the Bank from time to time, for the purpose of making the HBL MobileBanking Service available to him.
- 9.8 The Customer acknowledges that the SMS messages sent to him may contain confidential information and should such confidential information be sent to another individual through no fault on the part of the Bank, the Bank is in no way to be held liable.
- 9.9 The Customer has no objection and accepts that all information will be transmitted to and/or stored at various locations and be accessed by personnel of the Bank, its affiliates/1 LINK and agents as the case may be.
- 9.10 These terms and conditions apply on the HBL MobileBanking Service offered by the Bank to the Customer despite any change in the HBL MobileBanking Service name.
- 9.11 The Customer will be responsible for all transactions, including fraudulent/erroneous transactions made through the use of his/her mobile phone, SIM card and MPIN, regardless of whether such transactions are in fact entered into or authorised by him/her. The Customer will be responsible for the loss/damage, if any suffered.

- 9.12 The Customer shall take all steps possible to ensure that his/her mobile phone is not shared with anyone and shall take immediate action to deregister from HBL MobileBanking Service as per procedure laid down in case of misuse/theft/loss of the mobile phone or SIM card.
- 9.13 The Customer will use the services offered by using the MPIN in accordance with the procedure as laid down by the Bank from time to time.
- 9.14 The Customer shall keep the USER ID and MPIN confidential and will not disclose these to any other person or will not record them in a way that would compromise the security of the services.
- 9.15 It will be the responsibility of the Customer to notify the Bank immediately if he/ she suspect the misuse of the MPIN. He will also immediately initiate the necessary steps to change his MPIN.
- 9.16 If the mobile phone or SIM is lost, the customer must immediately take action to deregister it from HBL MobileBanking Service.
- 9.17 The Customer accepts that any valid transaction originating from the USER ID and / or registered mobile phone number shall be assumed to have been initiated by the Customer and any transaction authorised by the MPIN is duly and legally authorised by the Customer.
- 9.18 The Customer shall keep himself/herself updated with regard to any information/modification relating to the services offered under the facility which would be publicised on the websites and at the branches and would be responsible for the same.
- 9.19 The Customer also agrees to lock his/her mobile phone device or take other steps necessary to stop unauthorised use of mobile phone.
- 9.20 The Customer hereby confirms, declares and acknowledges that the phone number(s) provided to the bank is/are owned/in the control of the Customer and that, unless otherwise expressly intimated to bank in writing or as prescribed by the bank from time to time, any communication from and to the said phone(s) is and shall be with the knowledge of and within the control of the Customer.
- 9.21 The Customer hereby confirms and undertakes to inform the bank forthwith upon any change in the phone number(s), loss of the phone(s), the phone(s) being outside the control of the Customer and/or any other change that may effect the provision of the HBL MobileBanking facility to the Customer.

10. LIABILITY OF CUSTOMER

- 10.1 You will be liable for all loss, including loss suffered by other persons, if you act fraudulently, either alone or together with any other person.

- 10.2 You may be liable for some or all loss arising from any security breach, including loss arising from unauthorised transactions, whether occurring before or after notification, if you have caused or contributed to that loss, for example by failing to comply with any of these conditions of use and in particular, the conditions relating to passwords.
- 10.3 The Customer shall be liable for all loss on breach of the terms and conditions contained herein or contributed or caused the loss by negligent actions or a failure to advise the Bank within a reasonable time about any unauthorised access in the account.
- 10.4 The Customer shall be liable and responsible for all legal compliance and adherence of all commercial terms and conditions in respect of the mobile phone connection/SIM card/mobile phone through which the facility is availed and the Bank does not accept/acknowledge any responsibility in this regard.

11. LIABILITY OF BANK

Provided that the customer complies with clauses 6 & 9 and has not been fraudulently or grossly negligent, then the customer shall not be liable for any unauthorised transactions due to:

- i. a computer crime that is not prevented by the security system of the HBL MobileBanking Service; or
- ii. a human or system error caused by or which is under the control of the Bank; or
- iii. fraud or negligence of the Bank or its staff.

Which results in loss, delay in transfer or misplacing of funds or missed or misdirected payments, and the Customer shall be entitled to reimbursement from the Bank for any out of pocket interest, charges or late penalties incurred by the Customer for missed payments if attributable to any of the foregoing causes but the Bank shall not have any further or other obligations or liabilities to the Customer howsoever arising. However, should the Customer be in breach of clauses 6 & 9, the Customer shall bear any loss or damage arising from (i), (ii) or (iii) above as the case may be.

12. RIGHT OF THE BANK

- 12.1 The Bank reserves the right to discontinue the HBL MobileBanking Service at its sole discretion by assigning reason under prior communication to the Customer.
- 12.2 The Bank reserves the right to discontinue the HBL MobileBanking Service in the event of any breach of the terms and conditions of the service by the Customer or other parties to the account by sending a notice to the Customer.
- 12.3 The Bank will not be responsible for the failure of the HBL MobileBanking Service due to any reason or factors beyond its control.

- 12.4 The Bank reserves the right to determine the maximum amount of transaction or payments executed through HBL MobileBanking Service on daily basis which may be amended from time to time at the Bank's sole discretion. However, in case of any change in the maximum amount of the transaction, the Bank shall inform the customers.

13. GIVING INSTRUCTIONS

- 13.1 The Bank will receive and in good faith act on instructions with respect to Customer's Accounts or other relationships with the Bank ("transactions"), subject always as follows:
- The Bank shall ensure that before carrying out any instruction, the instruction is authenticated by checking the MPIN, but without carrying any other further authentication or other steps.
 - The Bank shall be entitled (but not bound) to give effect to any instruction received, in the terms in which it was received. The Bank's record of any instruction shall (unless there is an obvious error) be final and binding.
 - The Bank accepts no responsibility for the accuracy or completeness of data, or corruption, interception, deletion or loss of data due to the fault, failure or malfunction of the Customer's designated equipment.
 - The Customer will be bound by any instruction received in conjunction with Customer's PIN and for the resulting transactions.
 - Normally an electronic acknowledgment will be issued once the Bank receives Instructions, but these may not be processed until the next batch processing day for instructions of that kind.
- 13.2 All instructions for using the facility shall be given in the manner indicated by the Bank.
- 13.3 The Customer is also responsible for the accuracy and authenticity of the instructions provided to the Bank and the same shall be considered to be sufficient to provide the facility.
- 13.4 The Bank shall not be required to independently verify the instructions unless countermanded by further revocatory instructions. The Bank shall have no liability if it does not or is unable to stop or prevent the implementation of the initial instruction or execute stop payment instructions issued by the Customer.
- 13.5 Where the Bank considers the instructions to be inconsistent or contradictory it may seek clarification from the Customer before acting on any instruction of the Customer or act upon any such instruction as it thinks fit.
- 13.6 The Bank may refuse to comply with the instructions without assigning any reason and shall not be under any duty to assess the prudence or otherwise of any instruction; and have the right to suspend the operations if the Bank has reason to believe

that the Customer's instructions will lead or expose to direct or indirect loss or may require a specific indemnity from the Customer discontinuing the facility.

- 13.7 The instructions of the Customer shall be effected only after authentication of the Customer by means of verification of the mobile phone number, HBL MobileBanking PIN or Transaction password or through any other mode of verification as may be stipulated at the discretion of the Bank.
- 13.8 The Bank shall endeavour to carry out the instructions of the Customer promptly, provided that the Bank shall not be responsible for the delay in carrying out the instructions due to any reason whatsoever including failure of operational system or due to any requirement of law.

14. COMPLAINTS

The Bank shall endeavour to resolve Customer queries and complaints. Customer can send in their complaints to the following address:

HBL Complaint Resolution Unit, 3rd Floor, Honda Defence Building, 67/1 Korangi Road, Karachi.

15. CUSTOMER'S INDEMNITY TO BANK

Customer hereby agree to indemnify and keep fully indemnified the Bank, its employees, its agents, co-branders against any action, claim, demand, expenses (including legal fees on a full indemnity basis) suffered or incurred arising from Customer's access and/or use of HBL MobileBanking save and except for such losses and damages directly caused by the Bank's gross negligence or fraudulent conduct including but not limited to:

- use or misuse of HBL MobileBanking or the contents therein;
- breach or non observance of the terms and conditions herein; and
- infringement of rights of any third party in conjunction with your use or access to HBL MobileBanking.

16. AMMENDMENTS IN HBL MOBILEBANKING SERVICES AND TERMS OF USE

We may at any time modify, add to or delete under prior notice to customer:

- any of the HBL MobileBanking Services/ features; or
- any of these conditions of use.

17. FEES AND CHARGES

We will not charge fees for using HBL MobileBanking, however any fee/charge applied to this service in future will

be made available in the schedule of bank charges which are available from any branch or on HBL website i.e. (www.hbl.com). In case at a later stage a fee/charge on HBL MobileBanking is applied, you will be notified. In the event if you are not ready to pay such fee/charge you should inform us.

You may incur charges from a mobile phone operator including charges for sending or receiving SMS messages. Any such charges are your sole responsibility and any matters regarding these charges should be raised with your mobile phone service provider.

18. SUSPENSION OR TERMINATION OF SERVICES

Notwithstanding anything herein to the contrary, the Bank may at any time, in its absolute discretion suspend or terminate your right of access to any of the HBL MobileBanking Service by sending an intimation to you without any obligation to give any reasons.

- 18.1 The Bank will automatically terminate your right of access to the HBL MobileBanking Service should you cease to maintain any account with the Bank which can be accessed via the HBL MobileBanking Service or should your access to such account be restricted by the Bank or any other party to the account or by any act of law for any reason.

- 18.2 You may terminate the HBL MobileBanking Service by giving prior written notice to the Bank. The HBL MobileBanking Service will be cancelled within seven (7) days from the date of the Bank's receipt of the notice of termination and you agree that the Bank shall not be obliged to affect any of your Instruction received on any day falling after the receipt of your notice of termination. The Bank reserves the right to terminate the HBL MobileBanking Service for any reasons whatsoever, provided the bank gives you fourteen (14) days prior written notice.

You acknowledge that termination will not affect your liability or obligations in respect of instruction/transactions processed by the Bank on your behalf prior to serving of termination notice either from you or from the Bank side.

19. SETTLEMENT

We shall not print or issue any advice or confirmation for any transaction conducted via HBL MobileBanking Service although any such transaction will be recorded in the monthly statement issued by us. A transaction is completed instantaneously if done before the cutoff time reckoned at the location of our data and operation system. If it is done after the cutoff time at such location, it will be completed as a transaction at next business day value. The transaction details, account balances and other information as shown in your telecommunications equipment are for reference only. Those transaction details and account balances as recorded by us will be conclusive (for example, as to the balance, the type and amount of the transaction and the time and date it occurred).

20. FORCE MAJEURE

- 20.1 No party shall be liable for any failure to perform its obligations under this Agreement if the failure results from a force majeure event (defined below).
- 20.2 For purposes of this agreement, a "Force Majeure Event" is an event which is beyond the reasonable control of a party and shall include acts of God, government, civil or military authority, civil or labour disturbance, strikes, criminal or terrorist activity, wars, fires, explosions, earthquake, subsidence, storms, floods, disease, epidemic, or health quarantines.

21. GOVERNING LAW

Any dispute or differences arising out of or in connection with the HBL MobileBanking Service shall be subject to the exclusive jurisdiction of the courts of Pakistan. The Bank accepts no liability whatsoever, direct or indirect for non compliance with the laws of any country other than that of Pakistan. The mere fact that the HBL MobileBanking Service can be accessed by a Customer in a country other than Pakistan does not imply that the laws of the said country govern these terms and conditions and/or the operations in the accounts of the Customer and/or the use of the HBL MobileBanking Service.

22. EVIDENCE

- 22.1 You agree that all instructions transmitted by your mobile phone or otherwise issued by you, though in electronic form and you agree not to dispute or challenge the validity or enforceability of any instruction on the grounds that it is not a written document and you hereby waive any such right you may have at law.
- 22.2 You agree not to challenge the admissibility of any instruction on the grounds that it is made in electronic form; and
- 22.3 You acknowledge and agree that the Bank's records and any records of your instructions made or performed, processed or effected through the HBL MobileBanking Service by you or any person purporting to be you, or any record of transactions relating to the HBL MobileBanking Service and any record of any transactions maintained by any relevant person authorised by the Bank relating to or connected with the HBL MobileBanking Service, whether stored in electronic or printed form, shall be binding and conclusive on you for all purposes whatsoever and shall be conclusive evidence of the instruction and transactions and your liability to the Bank. You hereby agree that all such records are admissible in evidence and that you 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 your rights (if any) to so object.

23. DISCLAIMER

The Customer is solely responsible for protecting his TPIN/MPIN or phone. The Bank will not be liable for:

- any unauthorised use of the Customer's TPIN/MPIN or Phone or for any fraudulent, duplicate or erroneous instructions/triggers given by use of the Customer's TPIN, PIN/MPIN or phone;
- acting in good faith on any instructions/triggers received by the Bank;
- error, default, delay or inability of the Bank to act on all or any of the instructions/triggers;
- loss of any information/instructions/alerts in transmission;
- unauthorised access by any other person to any information/instructions/triggers given by the Customer or breach of confidentiality.

The Bank will not be concerned with any dispute between the Customer and the cellular service provider and makes no representation or gives no warranty with respect to the quality of the service provided by the cellular service provider or guarantee for timely delivery or accuracy of the contents of alerts.

24. RECORDS

All records of the Bank relating to the account and/or arising out of the use of the facility, including the recorded time of the transaction and the authorised user originating the transaction, shall be conclusive proof of the genuineness and accuracy of the transactions in the account. The authority to record the transaction details is hereby expressly granted by the Customer to the Bank.

25. NOTICES

Notices under these terms can be given by the Bank and the Customer in writing by delivering them by hand or by sending them by post to the last address given by the Customer and in case of the Bank at its office at:

HBL MobileBanking Service
14th HBL Plaza
I. I. Chundrigar Road
Karachi.

In addition the Bank may also publish notices of general nature, which are applicable to all Customers, in a newspaper or on its website. Such notices will have the same effect as a notice served individually to each Customer. Notice and instructions will be deemed served 7 days after its placing on website or publishing in newspaper and will be treated as part of these terms and conditions.

26. DISCLOSURE

The Customer accepts that all information/instructions will be transmitted to and/or stored at various locations and be accessed by personnel of the Bank. The Customer authorises the Bank to provide any information or details relating to the Customer or his Account to the Mobile Phone Service Provider or any other service providers so far as is necessary to give effect to any instruction.

27. OUR INTELLECTUAL PROPERTY

The Bank retains all copyright and other intellectual property rights in all material, including logos and other graphics and multimedia works published on or via the HBL website or HBL MobileBanking Service. You are authorised to view and download one copy to a local hard drive or disk, print and make copies of such printouts provided that:

- the material is only used for considering or using HBL MobileBanking Service and for no other commercial purposes; and
- any reproduction of any portion of our proprietary material must include our entire copyright notice;
- the logos and trademarks shown on HBL MobileBanking Service are our registered and trademarks or those of third parties. Nothing contained on our online HBL MobileBanking Service should be construed as granting any licence or right to use any trademark or other intellectual property without our prior written permission or that of the relevant third parties.

28. SOFTWARE

You must use and maintain hardware and software of sufficient quality and performance capability. Your failure to use such software or hardware may result in a higher security risk and cause the facility not to operate properly or not at all. Software, if any, made available for download on or via the facility is governed by license conditions that establish a legal relationship with the licensor. You indemnify the Bank against any breach of these license conditions. We give no warranty and make no representation, whether expressly or implied, as to the quality or fitness for purpose or use of such software. No warranty, whether express or implied is given that any files, downloads or applications available via this facility are free of viruses, trojans, bombs, time locks or any other data or code which has the ability to corrupt or affect the operation of your device, database, network or other information system.

29. TRANSMISSION OF INFORMATION AND SECURITY TIPS

Information transmitted via an unsecured link over an online or HBL MobileBanking Service is susceptible to potential unlawful access, distortion or monitoring. You must comply with the generic security standards. As we do not have the

ability to prevent unlawful activities by unscrupulous persons, you accept that we cannot be held liable for any loss, harm or damage suffered by you as a result thereof. To limit these risks, we may request independent verification of any information transmitted by you via our online system from time to time.

30. ASSIGNMENT & SUBCONTRACT

- This agreement is personal to you, and you shall not be entitled to assign, charge or otherwise deal with this agreement in any way.
- The Bank may at any time delegate or subcontract any rights or obligations under this agreement to any third party, and appoint third party agents/or subcontractors or service providers to provide the whole or part of the HBL MobileBanking Service.

31. PROPRIETARY RIGHTS

The Customer acknowledges that the software underlying the facility as well as other related software, which are required for accessing the facility, is the legal property of the Bank. The permission given by the Bank to access the facility will not convey any proprietary or ownership rights in the above.

32. SEVERABILITY

If any of these conditions of use is held to be invalid, illegal or unenforceable, that condition will be severed and the remaining conditions of use will be enforceable.

33. RISK DISCLOSURE STATEMENT

The mobile telecommunications channel is subject to inherent technological deficiencies, network traffic congestion and other extraneous factors beyond the Bank's reasonable control. For these reasons, mobile telecommunications is not always a reliable medium of communication. The Customer acknowledges and agrees that, as a result of any of the above factors, there may be failure or delays in the Bank's receipt of instructions and consequential failure or delays in the execution of instructions, and/or the execution of instructions at prices different from those prevailing at the time the instructions were given. Such failure or delays are more likely when there are high volumes of instructions on the HBL MobileBanking Service and when the markets show greater volatility. The Customer further acknowledges and agrees that there are risks of interception of instructions and that such risk shall be borne by the Customer. The Customer acknowledges and agrees that it is not usually possible to cancel an instruction after it has been given.

34. GENERAL

The clause headings in this agreement are only for convenience and do not affect the meaning of the relative clause.

- 34.1 The facility would be available during timings specified by the Bank from time to time and transactions would be carried out on the same day or on the next working day depending upon the time of logging of the transaction.
- 34.2 The Bank shall use its best endeavours to effect payments/carry out instructions received by it within such time as may be specified by the bank, however, the bank does not guarantee for the payment/fulfillment of instructions/availability of the HBL MobileBanking facility within such specified time frames since the HBL MobileBanking facility depends on various electronic technology used from time to time and may pass through various intermediaries, which could cause delays and snags in receipt/transmission of any instructions by/from the bank from/by the Customer. Accordingly, the bank shall not be liable for any loss, damage whether direct or indirect, costs, charges or expenses incurred by the Customer due to a delay/inability in providing the HBL MobileBanking facility.
- 34.3 The HBL MobileBanking facility shall be available in certain specific regions and to the subscribers of phones of certain specific telephone service providers.
- 34.4 The Bank may, for any reason whatsoever decide not to make the payment and shall communicate through SMS/email such a decision to the Customer as soon as practicable. The Bank shall not be held liable for any loss, damage whether direct or indirect, costs, charges or expenses incurred by the Customer in this regard.
- 34.5 The HBL MobileBanking facility will be available to the Customer only if the customer is within the cellular circles of the telephone service providers or in the circles forming part of the roaming network of such telephone service providers.
- 34.6 The Bank reserves the right to limit, the amount and frequency of payments that a customer may make by using the HBL MobileBanking facility, with prior intimation to the Customer. The Bank further reserves the right to alter/amend/modify the limits as imposed with prior intimation to the Customer.
- 34.7 Without prejudice to the generality of the aforesaid, processing of all the instructions is subject to the availability of free, clear and available funds/limits in the customer's bank account or valid card. In the event of clear funds/limits not being available, the Bank shall not process the instructions and shall not make payments. The Customer understands that the Bank shall not be liable for any late charges, penalty, loss, damage, expenses, whether direct or indirect, incurred/to be incurred by the Customer in this regard and/or the utilities/services not being delivered to the customer by the merchant establishments on account of such non processing of instructions and the customer hereby agrees not to hold the bank liable in this regard.
- 34.8 The Customer specifically authorises the bank to conduct/carry out the instructions of the customer sent to the Bank using the phone, without any call back to the customer for seeking any confirmation on the instructions of the customer.
- 34.9 The Customer shall ensure that the bank's charges are always duly paid to the bank and the bank shall be entitled to debit

the customer's HBL account/valid card or recover its charges from the customer in any manner it deems fit. If the Customer defaults in making payment of the charges to the bank, the bank shall be entitled (without prejudice to any other right or remedy it may have) to charge the customer with a late payment interest at the applicable rate for delayed payment on all late payments from the date the charge was required to be paid till the actual date of payment.

- 34.10 The Customer acknowledges that the HBL MobileBanking facility is dependent on the infrastructure, connectivity and services provided by the telephone service providers and the intermediaries engaged by the bank. The Customer accepts that timeliness, accuracy and readability of SMS/alerts/instructions/information shall depend on factors affecting the Telephone Service Providers and intermediaries. The Bank shall not be liable for non delivery or delayed delivery of SMS/alerts/instructions/information, payments, error, loss or distortion in transmission of Information and instructions to/from the Customer or the merchant establishments.
- 34.11 The Bank shall endeavour to provide the HBL MobileBanking facility on a best effort basis and the customer shall not hold the bank liable for non availability of the HBL MobileBanking facility or any part thereof or non performance by any telephone service providers or intermediaries or any loss or damage caused to the Customer as a result of use of the HBL MobileBanking facility (including relying on the alerts/information for the customer's investment or business purposes) for causes which are not attributable to the bank. The bank shall not be liable in any manner to the customer in connection with the use of the HBL MobileBanking facility.
- 34.12 The Bank shall be entitled to rely upon all electronic communications, orders or messages of the customer whether received by email, SMS, on phone or otherwise in the manner prescribed for the same from time to time by the bank and the bank shall not be obliged to verify or make further inquiry into the identity of the sender, or the message integrity, or any communications, orders or messages. The customer shall in no circumstance dispute such reliance by the bank. The customer shall be responsible for the phone and any usage of the same, whether by a third party or any other person, shall be deemed to be a usage by the customer. It shall be the sole responsibility of the customer to inform the bank in writing about any change with regard to the Phone number(s) and the bank shall not be, in any way, liable or responsible for any loss, damages, costs, charges or expenses suffered/incurred by the customer by reason of his failure to do so.
- 34.13 The Bank shall not be liable in contract, tort or otherwise for any direct, indirect or consequential loss or damage sustained by the Customer by any direct or indirect use of or reliance on the electronic communication, orders or messages whether with or without the utilisation of any security measures, including but not limited to any loss or damage resulting as a consequence of any defects, delays, interruptions, errors, inaccuracies or failures in the various communications and the bank specifically excludes the same to the fullest extent permitted by law even if the bank shall have been advised in advance of the possibility of such damages.

- 34.14 The Bank reserves the right, but shall not be obliged, to make changes, enhancements, and/or modifications to the HBL MobileBanking facility offered by the Bank from time to time.
- 34.15 The Bank reserves the right to, from time to time at its sole discretion, but with prior intimation to the customer, charge fees for the provision of any and/or all of the HBL MobileBanking facility.
- 34.16 The Customer undertakes to provide the bank with such information and/or render such assistance as is required by the bank for the performance of its obligations for the provision of the HBL MobileBanking facility.
- 34.17 While the bank shall endeavour to ensure that the payments for utilities/services would be permitted in the various modes made available under these terms and conditions and the specific terms and conditions, the bank may, however, restrict the payment of certain utilities / services in certain modes. Further, bank may, from time to time, withdraw or add modes of payment under these terms and conditions and the specific terms and conditions.
- 34.18 Customer hereby agrees and acknowledges that all information that would be provided by the customer under or in respect of the payment platform/HBL MobileBanking facility, including the details of the email identity of the Customer, the bank account number and the phone number(s) could be updated in the general systems of the bank. Hence the bank may use all such information for the provision of other services and facilities provided by the bank to the customer from time to time. The customer is deemed to have consented to the usage of all such information for other services of the bank.