

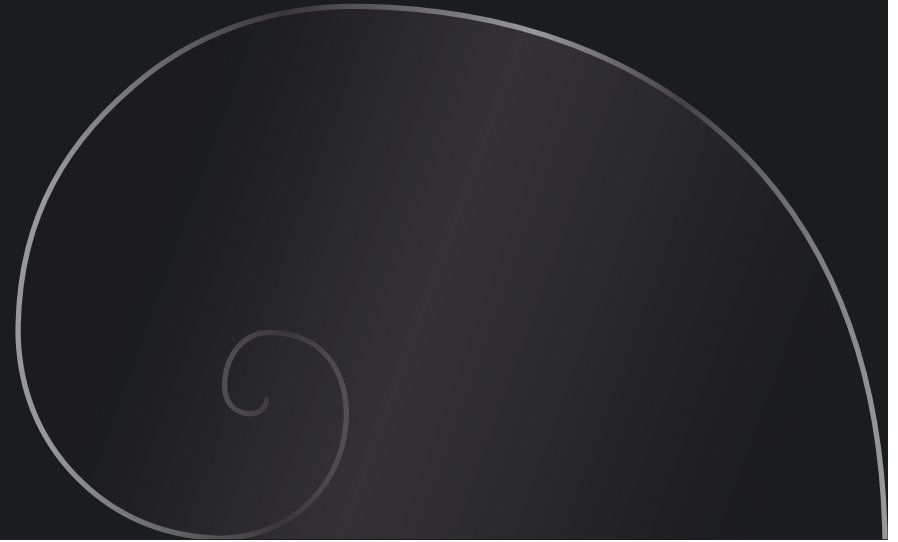
HBL

ISLAMIC BANKING
اسلامی بینکاری

world debit

Terms and Conditions

IBWDCT&C.V1.0520.PCL.--





HBL World DebitCard Terms and Conditions

The following terms and conditions shall apply to HBL World DebitCard issued by Habib Bank Limited ("Bank"). HBL World DebitCard may be used at Automated Teller Machines ("ATMs") of the Bank, ATMs of all other banks in Pakistan, and ATMs abroad (overseas) which carry the Payment Network logo, as well as for all 3D Secure service transactions conducted using HBL World Debit Cards. 3D Secure is a service which the Bank may offer from time to time, which provides the Cardholder (as defined below) with additional security when shopping online using their Card on merchant websites which subscribe to the Services of HBL 3D Secure, i.e. 3D Secure Service Websites. HBL World DebitCard may also be used as a debit card for direct debit transactions to Linked Account(s) (as defined in Clause 1 hereunder) carried out through Point Of Sale ("POS") terminals at Payment network merchants in Pakistan and abroad and for transactions carried out utilising the Easy Access Online Banking Service.

By accepting these terms and conditions the Cardholder (as defined below) understands that he/she can use his/her HBL DebitCard for carrying out transactions at POS terminals, e-commerce merchants, and any other Alternate Delivery Channels ("ADCs") in Pakistan as well as outside of Pakistan as well as at Automated Teller Machines (ATMs) of any bank whether in Pakistan or outside Pakistan, which carry the payment network logo.

1. Eligibility

Account holders to whom HBL World DebitCard is issued shall hereinafter be referred to as "Cardholders" and an Account linked for use to the HBL World DebitCard shall hereinafter be referred to as "Linked Account".

- 1.1 The following Account holders shall be eligible for applying and using HBL World DebitCard:

1.1.1 Current (Individual) and/or PLS Savings Account holders; and

1.1.2 Current (Joint) and/or PLS Savings Account holders (where the Account is operated on the signature of any one of the Account holders).

1.1.3 Joint Accounts which are operated on the signature of any one of the multiple authorised signatories singly, shall issue more than one HBL World DebitCard against the Joint Account for one or more of the Joint Account holders upon their request (as applicable). Each Joint Account holder/Supplementary Cardholder (to whom an HBL World DebitCard is issued) shall be deemed to be duly authorised by the other Joint Account holder(s) to have such card issued in his or her favour. The terms and conditions herein shall be jointly and severally binding on all Joint Account holders and as the context requires. Moreover, terms

herein denoting the singular shall include the plural and vice-versa.

1.1.4 Basic Cardholders can also request for issuance of Supplementary HBL World DebitCard on their Account(s) in favour of those immediate family members, or any other person(s) who are Pakistani nationals possessing a CNIC, upon the Basic Cardholders instruction and requisite authorisation. The Basic Cardholder(s) will be liable for all transactions processed by the use of any HBL World DebitCard as well as any HBL Supplementary Card(s) issued upon the instruction and requisite authorisation of the Basic Cardholder.

2. Restrictions in the usage of HBL World DebitCard

2.1 The HBL World DebitCard is not transferable and shall be used exclusively by the Cardholder

only. It is the Cardholder's responsibility to ensure its safe and secure possession at all times.

2.2 HBL World DebitCard shall be used only in the manner specified hereunder:



2.2.1 As an ATM card to be used on the following:

2.2.1.1 all the ATMs of the Bank;

2.2.1.2 all the ATMs of all other banks in Pakistan; and

2.2.1.3 All ATMs which carry the Payment network logo in other countries.

2.2.2 As a debit card for the payment of goods and Services at Point of Sale (POS) terminals at any designated retail/service outlet(s) of merchant(s) approved by the Bank from time to time ("Merchant Locations") in Pakistan and those displaying the Payment network logo outside of Pakistan.

2.2.2.1 The HBL World Debit Cardholder understands that the contactless transactions can be performed with the HBL World DebitCard. All world debit cards which have a contactless symbol ) allow the Cardholder to hold the debit card at any merchant where the POS machine is displaying the contactless symbol ) to perform a transaction.

Contactless Disclaimer

The limit for contactless transactions can be changed at any time by the Associations and/or the merchant's acquiring bank and pertains to transactions made in Pakistan. In other countries, the limit might be set differently according to the rules in force. Transactions for amounts above the defined limits will be completed using your PIN. A contactless payment can be rejected at any POS machine and instead the Cardholder may be required to perform the

transaction using the PIN. Use of this contactless mode feature shall be voluntary by the Cardmember and contactless mode is not mandated by HBL. However, HBL shall not be liable for any conditions that the merchant or the acquiring bank may impose on the acceptance/non-acceptance of contactless/contact mode of payment.

2.2.3 HBL shall provide the Cardholder with the facility to enable them to pay for goods and Services over the Internet using their HBL World DebitCard ("3D Secure Services"). Terms and conditions related to e-commerce will be displayed on the webpage of HBL World DebitCard which shall prevail over and regulate the processing of virtual transactions and have to be read in conjunction with the HBL 3-D Secure General Terms and

Conditions. It contains important information about the Cardholder's legal rights and obligations, as well as HBL's legal rights and duties. A copy of these terms and conditions are available online (visit www.hbl.com) and can be supplied to the Cardholder by post and email at the Cardholder's request. Should the Cardholder not understand any part of these 3D Secure Terms and Conditions and/or any HBL product or service's specific terms and conditions, it shall be the Cardholder's duty and obligation to contact HBL and seek clarity on the same, prior to entering into the 3D Secure transaction. Please note that HBL will not under any circumstances be held responsible for any unauthorised use of the service or potential malfunctions during execution of payment transaction.

2.2.4 Domestic Transactions:

HBL Mastercard, Visa, UnionPay and PayPak Debit Cardholder can conduct domestic transactions once the debit card is activated. International Transactions (Enabling/Blocking): The debit Cardholder will need to call HBL PhoneBanking at 111-111-425 from his/her registered number.

2.2.5 For transfer of funds between Linked Accounts (including payment of utility bills through ATMs) and to third party bank customers.

2.2.6 For additional Services that the Bank may offer from time to time related to the HBL World DebitCard.

2.2.7 The Bank reserves the right to change any of the existing limits imposed on HBL debit cards after informing the Customer.

2.2.8 If desired, the Customer may call HBL PhoneBanking or visit a

branch for an increase or decrease in existing limit of his/her debit card. However, while requesting an increase in limit, the Customer must bear in mind that more funds will be available to be used via ATMs, at Point of Sale or for purchase through the Internet. In case of any loss due to unauthorised use of debit card the Customer shall have to bear a higher risk of loss accordingly, and the Bank shall not be held responsible for such risk, and increase thereon.

2.3 The Basic Cardholder can have the abovementioned ATM facilities blocked on the Supplementary Card in which case the Supplementary Card will only be used as a debit card.

2.4 HBL World DebitCard must not be used for any unlawful purposes including the purchase of goods or Services prohibited by the law in Pakistan or in any foreign country where it is being used.

2.5 While HBL World Debit Cardholders will be allowed to withdraw cash from ATMs in foreign countries displaying the Payment network logo and also utilize the card for payments to merchants, the Bank may at its discretion disallow this facility if circumstances arise which, in the Bank's sole discretion, prohibit it from doing so.

3. Supplementary Card

3.1 Supplementary Card(s) will have separate limit options as assigned by the Basic Cardholder. Also, same category of cards will be issued to both Basic and Supplementary Cardholders (i.e. including without limitation Standard, Gold Debit, Prestige, World Debit, and PayPak, etc.).

3.2 The Bank at its discretion will determine the number of Supplementary Cards that can be

issued against an HBL DebitCard on a case-to-case basis.

3.3 The Supplementary Card can be blocked at the request of either the Basic Cardholder or the Supplementary Cardholder. However, it will only be reissued in accordance with the instructions of the Basic Cardholder.

3.4 Supplementary Card will have the same HBL DebitCard facilities as available to the Basic Cardholder.

4. PIN (Personal Identification Number)

4.1 HBL World DebitCard, along with the slip containing the Personal Identification Number ("PIN") shall be issued to the qualifying Cardholder (i.e. Cardholders that avail HBL at Work, Photo Accounts, Hum Watan, NRP Chips, and any other product as

the Bank may specify, in its absolute discretion. All non-qualifying Cardholders shall be subject to the provisions of Clause 5.2 hereunder.) at his/her sole risk and responsibility. The PIN is a confidential number issued by the Bank and may be changed by the Cardholder subsequently at his/her own risk. The Cardholder shall use the PIN for ATM transactions. For debit card transactions at POS installed at Merchant Locations, the Cardholder will be required to sign the Receipt of Charge ("ROC") printed by the POS or use the PIN if the POS prompts for the same. The Cardholder undertakes not to pass on the HBL World DebitCard or disclose the PIN to any other person and shall take every precaution to prevent disclosure of the PIN to any other person/third party. The Customer can also be prompted for a PIN when a contactless

transaction is performed at a NFC enabled POS machine.

4.2 Customers must text "DC[Last 4 digits of HBL World DebitCard number]" to 4250 to request to receive their one-time activation code through SMS on their registered mobile number for HBL World DebitCard activation and ATM PIN generation. After inserting the HBL World DebitCard in HBL's ATM, activation code is required to be entered along with the Customer's credentials in order to verify Customer's identity. HBL will not be held responsible for any misuse of the activation code received through SMS or for the ATM PIN generation by any unauthorised person in case of any loss or concealment of information of Customer. Customer is bound to keep the activation code in safe custody. HBL DebitCard will be delivered at Customer's registered

corresponding address upon showing the original CNIC of the Customer by the Customer or any blood relation residing on registered address or, it may be delivered at HBL's respective branch. HBL will not be responsible for any misuse & misplacement of activation code or HBL World DebitCard under any circumstances.

5. Loss of card/Disclosure of PIN

5.1 The Cardholder further undertakes to accept full responsibility for the transactions involving the use and/or misuse of the HBL World DebitCard and/or the PIN whether or not made with his/her knowledge or authority and he/she accepts the Bank's record of transactions as binding for all purposes in relation to the same.

5.2 The HBL World DebitCard holder will be solely responsible for any inconvenience, damage and/or losses incurred as a result of the loss, theft, misuse or unauthorised use of the HBL World DebitCard and/or the PIN and the Bank shall stand absolved from any liability in any such event. The HBL World Debit Cardholder further undertakes to immediately inform the Bank on the telephone number/address mentioned on the back of the HBL World DebitCard in the event of loss or theft of the card and/or of unauthorised disclosure of the PIN to a third party. The Cardholder shall not be liable for any transactions on the HBL World DebitCard after receipt of the aforementioned intimation by the Bank.

5.3 The Bank is authorised to block the HBL World DebitCard transactions or any Services linked with the HBL World DebitCard at any time, without prior notice to the

Cardholder and without assigning any reasons in respect thereof. The Cardholder will be intimated subsequent to such blockage and/or suspension of the HBL World DebitCard.

5.4 If the Cardholder loses his/her HBL World DebitCard overseas, he/she may either follow the above procedure or call the Payment network helpline to report the loss. In case the Cardholder uses the Global Customer Assistance Service Payment network, then the charges for the same shall be borne by the Cardholder.

6. Exemption, Exclusion

6.1 The HBL World Debit Cardholder shall under no circumstances have a claim to any compensation from the Bank if the HBL World DebitCard transactions are not carried out

due to any technical malfunctions and/or operations failures and/or due to the built-in safety features of the HBL World DebitCard and ATMs or for any other reason whatsoever. The Bank is absolved from liabilities for all losses and/or damages suffered by the Cardholder for not being able to use the HBL World DebitCard and denial of debit card transactions.

6.2 The Bank shall not in any way be liable to the HBL World Debit Cardholder for any inconvenience, loss and/or damage suffered as a result of the Bank being prevented from or delays in providing any banking or other Services to the HBL World Debit Cardholder due to any reason whatsoever including mechanical failure or equipment, strikes, an act of war or causes beyond the Bank's control.

6.3 The Bank shall not be responsible for any inconvenience, loss, damage or embarrassment suffered by the Cardholder due to malfunctioning or non-operation of any ATMs in Pakistan or abroad. The Bank shall also not be responsible to the Cardholder if the HBL World DebitCard is not honoured/accepted or if cash has not been disbursed although the Linked Account has been debited or if cash is disbursed short for any reason whatsoever or if the HBL World DebitCard is retained by the ATMs.

6.4 In the event that a Cardholder's Account is debited and cash is not disbursed or disbursed short when the HBL World DebitCard is used at another bank's ATM, the Cardholder must submit a claim for the respective transaction/amount with the Bank. The Bank shall only reverse the entry for the claimed amount

after verifying such claim with the respective bank whose ATM was used.

6.5 The Bank shall not be liable to the Cardholder in the event of any inconvenience, loss and/or damage suffered by the Cardholder resulting from the refusal of the card by the Merchant Location, other banks or ATMs in connection with any debit card transaction or the retention of the HBL World DebitCard by an ATM both in Pakistan or abroad.

7. Right of set-off

7.1 In the event that another bank's ATM dispenses cash but the relevant Cardholder's Linked Account is not debited for the same, the Bank is irrevocably authorised to debit the relevant Linked Account for such

withdrawal along with applicable Bank Charges, regardless of whether the Cardholder is informed or has authorised the same. The applicable Bank Charges will be in accordance with the Bank's Islamic Schedule of Charges in force at the time. In case the Cardholder's Linked Account(s) does not have sufficient funds for any reason, the Bank will have the right to set-off any credit balance/proceeds of instruments or other items of the Cardholder available with the Bank.

8. Fees

8.1 The Cardholder agrees to accept that a fee (as determined by the Bank) will be charged on all transactions performed on other bank's ATMs in Pakistan, transactions performed at Merchant Locations and Payment network ATMs overseas.

8.2 The Bank is duly authorised to levy a fee on issuance/renewal/replacement of the HBL World DebitCard and to levy an annual fee for each card, as per the Bank's current Islamic Schedule of Charges in force at the time.

8.3 The Bank, at its sole discretion, reserves the right to levy and/or increase charges/fees for Services provided through the use of HBL World DebitCard. Such charges will be determined by the Bank and will be applied as stated in the Bank's Islamic Schedule of Charges in force at the time and the Cardholder irrevocably authorises the Bank to debit his/her Account for the same. The Bank is entitled to debit such charges from any other Account of the Cardholder in case the Linked Account pertaining to the HBL World DebitCard has insufficient funds.

9. Payment

9.1 In case there is insufficient balance in the Linked Account(s) for carrying out any HBL World DebitCard or ATM transactions, the same shall be denied to the Cardholder. In the event that there are also insufficient funds for debit of outstanding charges owed to the Bank by the Cardholder in respect of the card transactions, all Services available on the HBL World DebitCard will remain suspended until such time that the HBL World Debit Cardholder clears all related charges and gives a request in writing for reactivation of the same.

9.2 The Cardholder hereby allows the Bank to debit the Linked Account(s) of the HBL World DebitCard with the Rupee equivalent plus its charges on the day of settlement in respect of all foreign currency transactions carried out abroad

whether through Payment network ATMs or merchants. The exchange rate between the foreign currency and the Rupee will be the Bank's ruling rate on the date the transaction is received and processed in Pakistan. The rate used will be final and not open to any questioning whatsoever by the Cardholder.

9.3 The Cardholder accepts full responsibility for the correctness of payment instructions given on the ATMs and irrevocably authorises the Bank to act upon any payment instruction received through an ATM.

9.4 The HBL World Debit Cardholder understands that the HBL World DebitCard is for electronic use only and charge/sales slip is printed electronically through Point of Sale terminal at the merchant outlet/ATM. The Cardholder shall check/verify the amounts and

other contents of the charge /sales slip and sign the same slip. He/she shall hand over the merchant copy to the merchant and retain the customer copy thereof for record. The Cardholder shall check/verify the amounts and other contents of the charge/sales slip. Please note that with respect to HBL World Debit Cards issued under PayPak, there will be no sales slip to sign, but rather the Cardholder will be prompted to enter his/her pin on the POS device, after which a receipt slip shall be printed and handed over to the Cardholder (which does not require a signature).

10. Disclaimer and limitation of liability

10.1 The Cardholder acknowledges that he/she will not be able to countermand any instruction or transaction given or carried out through the ATM once that

instruction or transaction has been processed.

10.2 The Bank may in its absolute discretion and without incurring any liability whether by virtue of the terms and conditions or otherwise under intimation to the Customer refuse to implement any instructions.

10.3 The Bank will not be responsible for levying late payment charges to the Account of the Cardholder in case utility bill payment instructions are received on the due date of bill after business hours on working days. The Cardholder agrees, understands and confirms that the Bank shall not be held liable on account of any discrepancy/error or delay or on any account whatsoever in effecting payment instructions in respect of utility bills or other transactions carried out by the Cardholder using the HBL World DebitCard at an ATM.

10.4 The Cardholder will be liable for all losses or costs incurred by the Bank as a result of any breach by the Cardholder of the terms and conditions contained herein and shall reimburse to the Bank all such costs on the Bank's demands.

10.5 If the Cardholder or the Bank may, for any reason whatsoever, terminate this agreement at any time upon prior written notice, liabilities incurred by the Cardholder shall, however, survive the termination of the agreement.

10.6 The cardholder undertakes to not use HBL World DebitCard for any non-Shariah compliant activity.

11. Card Cancellations

11.1 In the event that a Cardholder decides to discontinue use of the HBL World DebitCard, the HBL DebitCard shall be returned to the Bank. Notwithstanding this, the card issued to a Cardholder

shall remain at all times, the sole property of the Bank and shall be surrendered on demand to the Bank as per the Bank's request. The Bank at its sole discretion reserves the right, at any time to cancel or withdraw the HBL World DebitCard or refuse to reissue, renew or replace the card under intimation to the Customer.

11.2 In the event of death of the Cardholder, transactions related to such HBL World DebitCard shall continue to be debited to the Cardholder's Linked Account and/or other Accounts till such time that the Bank is informed in writing about the death of the Cardholder. Upon receiving such notice, the Bank will block any fresh transactions carried out with the card from the date of receipt of the notice. All transactions authorised through the card and/or PIN before receipt of notice of death of the Cardholder by the Bank, shall be debited to

the Cardholder's Linked Account and/or other Accounts accordingly.

12. Dispute handling

12.1 If a Merchant Location makes a refund for a card transaction, the Bank will credit the Linked Account when it receives the Merchant Location'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.

12.2 All disputes relating to a Merchant Location shall be resolved exclusively between the relevant Merchant Location and the Cardholder.

13. Statements

13.1 The Cardholder can have access to mini statements for balance enquiry pertaining to his/her Linked Account through ATMs. In

the event that the Account balance is incorrectly reflected in such statement, it is the responsibility of the Cardholder to notify the Bank of the same within 45 days from the date of issuance of the relevant statement.

13.1.1 Debit card Customers can request for Account statement(s) and charges will apply as per Bank's Islamic Schedule of Charges.

13.1.2 Supplementary Card transaction details will be included in the Basic Account statement. Separate statement will not be issued for Supplementary Cards.

13.1.3 The Bank may, in future decide to email Account statement to the Cardholder on their email address or send SMS Alerts regarding certain transactions on the card or Account. The Bank reserves the right to decide on the mode of dispatch of card/ Account statements as it deems fit, after duly informing the Cardholder.

13.1.4 A Cardholder should inform the Bank of any mistake, discrepancy and/or error appearing in his/her Account statement within 45 days from the date of the relevant statement of Account or else the statement will be deemed to be in order.

13.1.5 The Bank shall endeavour that debit and credit entries are correctly recorded in all Account statements. However, in case of any error, the Bank shall be within its rights to rectify the error unilaterally without notice to the Cardholder and recover any amount wrongly paid and credited, together with any accrued profit. The Bank shall not be liable for any loss or damage suffered due to such errors and subsequent reversals by the Bank.

14. SMS Alerts

14.1 On receipt of Customer consent for the SMS Alerts Facility, the Customer shall pay the Bank fees

and Charges for the SMS Alerts Facility. In this connection, the Bank is hereby, authorised by the Customer to debit any of the Customer's Account(s) maintained with the Bank.

14.2 In case of non-payment of Bank Charges or due to any other reason, the Bank at its discretion may without prior notice withdraw temporarily or terminate the SMS Alerts Facility either wholly or in part at any time.

14.3 The Customer acknowledges that the SMS Alerts Facility is dependent on the telecommunications infrastructure, connectivity and Services within Pakistan. The Customer accepts that timeliness of alerts sent by the Bank will depend on factors affecting the telecommunications industry. Neither the Bank nor its service providers shall be liable for non-delivery or delayed delivery of

alerts, error, loss, distortion in transmission of and wrongful transmission of alerts to the Customer.

15. Severance

15.1 These terms and conditions shall be read in accordance with the general terms and conditions governing Accounts of the Cardholder held with the Bank, as amended from time to time at the Bank's discretion and the general policies of the Bank in force from time to time and such amended terms and policies shall be binding on the Cardholder.

15.2 For transactions in Account(s) maintained by HBL IslamicBanking, all terms and conditions will be governed by and shall be construed in accordance with the Shariah principles.

15.3 The Cardholder may use the HBL World DebitCard to obtain

the aforementioned Services and such other Services as the Bank may provide from time to time in relation to the HBL World DebitCard. All such Services will be subject to these terms and conditions and amendments made therein from time to time.

16. Complaints

16.1 In case of any complaints, the HBL World DebitCard holder may call HBL PhoneBanking at 111-111-425, or write to:

Service Quality Department
9th Floor, HBL Plaza
I.I. Chundrigar Road
Karachi, Pakistan

When a complaint is lodged through HBL PhoneBanking, you will be provided with a complaint number accordingly. The Bank shall ensure that complaints are

responded to and resolved as per the policies of the Bank. For lodging an email complaint, write to us on customer.complaints@hbl.com

17. Promotion & Alliances

The Bank may offer various discounts and alliances in conjunction with certain Merchants ("Alliance Partners"), from time to time, as part of promotion schemes for its Cardholders. However, the Alliance Partners have full authority to refuse any promotional offers, and the Bank shall not be liable to the Cardholder for any such refusal.

- HBL offers discounts, promotional offers and incentives that are discretionary and the Cardholders are not entitled to claim the same as a matter of their right. HBL is entitled at any time without any liability to Cardholder in any

manner whatsoever, to terminate or withdraw or change the criteria and conditions for these discounts, promotional offers and incentives

- HBL Cardholders may be entitled to discounts mentioned above in respect of payments made at the mentioned Alliance Partners through their HBL World Debit Cards and is not applicable in respect of cash transactions
- These discounts are not valid in conjunction with other special promotions, discount programs or vouchers defined by HBL or Alliance Partners
- These dining discounts shall not be combined with group discounts, parties, special events or any other offers

General Terms and Conditions

Mandate, authorisation and

indemnity for accepting all verbal and electronic instructions:

I ("Customer"), having provided my particulars overleaf, hereby request you, Habib Bank Limited ("Bank") to accept and act upon all telephonic and keystroke based electronic instructions ("Instructions") issued by the Customer or any other person purporting to be me (upon due authorisation by the Bank) using my security details, including PIN/password, for availing any or all of the banking Services ("Services") that the Bank may, at its discretion, offer from time to time. In consideration of the Bank, at its absolute discretion, agreeing to accept such Instructions, I the Customer hereby agree and acknowledge as follows:

1. That the Bank is irrevocably authorised and instructed to accept all Instructions received by the Bank via voice Instructions on the telephone or keystrokes on the interactive voice response

("IVR"), mobile and Internet banking and may rely conclusively on the authenticity of and due authorisation for any such Instructions and regard the same as emanating from me, the Customer, where the issuer of such Instructions correctly provides such information for identification purposes as is contained in the subscription form attached hereto, as may be requested by the Bank, including but not limited to:

- a) The Customer's Computerised National Identity Card number (CNIC).
 - b) The Personal Identification Number (PIN) or password, as the case requires, issued by the Bank to the Customer for being able to verify the identity of the Customer and for the Customer to validly issue Instructions for availing any Service over any of the electronic channels.
2. The Bank shall be, at its own

discretion, at absolute liberty to refuse or accept or give effect to any Instructions given verbally, if in the sole opinion of the Bank, the authenticity of such Instructions is doubtful or the Bank is otherwise unable to give effect to the Instructions for any reason whatsoever.

3. The Customer accepts full responsibility for keeping the security information, furnished in the subscription form secure and further agrees:

- a) not to keep his/her PIN/password in a form that can be easily identified as a PIN/password.
- b) not to voluntarily disclose his/her PIN/password to any other person.
- c) not to negligently or recklessly disclose his/her PIN/password.
- d) To notify the Bank, immediately, if the Customer's PIN/password has been lost or has become known to someone else.

4. Kindly note that the Bank has the sole discretion to levy fees/charges for any of the various Services offered by the Bank and mentioned in its Islamic Schedule of Charges.

5. No warranties of any kind, whether expressed or implied, are made in respect of telephone or keystrokes on the IVR, mobile and Internet banking, including in respect of the performance, quality, security, content, information availability, accuracy, safety or reliability of telephone or keystrokes on the IVR, mobile and Internet banking.

6. Information that is transmitted over the telephone or via other networks (cable, wireless, Internet or otherwise) may be subject to interception. While the Bank takes all reasonable precautions to ensure that IVR, mobile and Internet banking is secure, the Bank cannot be liable for any loss or damage the Customer suffers as a result of using these

electronic channels for conducting any banking Services and transactions

7. The Bank shall not be held responsible if the IVR, mobile and Internet banking remains unavailable from time to time due to routine maintenance or emergency repairs or because of the unavailability of any electricity, telecommunication system or network.

8. The Bank will not be liable for any loss or damage to the Customer due to any transaction not being carried out or being carried out incorrectly when caused directly or indirectly by failure of equipment, electronics, communication or similar mechanical failures or by misrouting information, industrial dispute or other causes beyond the Bank's control.

9. 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 the Bank in compliance with the terms of this mandate.

10. The Customer hereby permits and authorises the Bank to use voice recording and to record any IVR keystrokes, mobile keystrokes and website keystrokes along with all verbal communications with the Bank's customer service officers to constitute evidence of the Instructions communicated by the Customer.

11. The Customer acknowledges and accepts that he/she shall have no claim against the Bank on account of the Bank relying on this mandate and any Instruction given in terms hereof, and irrevocably agrees to indemnify and keep the Bank safe and secured against any and all direct or consequential losses, cost, damages, expenses,

claims, litigation or objections of any nature whatsoever arising out of the Bank acting upon this mandate.

12. The Bank may at any time terminate this mandate by notice in writing to the Customer, singly or generally, without assigning any reason thereof. The Customer may terminate this mandate by 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.

13. For Instructions pertaining to transfer of funds out of any Account of Customer, the Customer shall, in advance of such Instructions, provide the Bank with the Account number(s) of his/her source Account(s), as stipulated

within the subscription form. The Bank may also effect any Instructions requiring it to transfer funds to a Third Party Account as conveyed from time to time via electronic/telephonic communication modes authorising the Bank to conduct such transaction on behalf of the Customer.

14. For utility bill payments, top-ups, and remote merchant payments, any Instructions given to the Bank through use of the Bank's alternate delivery channels and by using his/her PIN and user name/password/challenge answers, will be deemed to be given by the Customer and the Bank will be entitled to assume that the referred Instructions are genuine and the Customer will indemnify the Bank for acting on such Instructions. The Bank will be entitled to act on the Customer's Instructions without any further written or other confirmation from the Customer,

even if it later transpires that these Instructions have not actually been given or authorised by the Customer. The Customer understands that the Bank is only providing the Customer with the facility (without obligation) of carrying out the transactions in relation to his/her Account(s).

15. The Customer acknowledges that the issuing of verbal Instructions in accordance with this mandate for utilising any of the Services through such verbal telephone Instructions involves inherent risks, including but not limited to risks associated with fraud and unintended/erroneous Instructions which the Bank cannot eliminate. Customer's use of the customer contact center or any of the electronic banking Services offered by the Bank implies that he/she fully understands the limitations and inherent risks of verbal and keystrokes based Instructions for

carrying out financial transactions and agrees to the condition of use in force at the time. The Customer hereby absolves the Bank of all responsibility and accepts any risk associated with the execution of Instructions in accordance with this mandate.

16. The Bank reserves the right to add or alter any of the aforesaid terms and conditions under intimation to the Customer and the Customer agrees to abide by the said changes.

17. The Customer is responsible to keep all personal and confidential information including but not limited to email addresses, login IDs and related passwords and should not share it with any other person to avoid its unauthorised use. The Customer is also responsible for the safe keeping and security of his/her mobile phone and mobile SIM that is registered with the Bank in

connection with the Services availed from the Bank. In case the mobile phone or mobile SIM is lost or snatched, the Customer should immediately notify and instruct the Bank to suspend the facility till further instruction. In case the Customer fails to protect his/her personal and confidential information, the Bank shall not be responsible for any loss sustained by the customer against financial and non-financial transactions made in that event.

18. Bank may offer cash back on transactions conducted on POS to its HBL World DebitCard holders at its own discretion. HBL reserves the right to modify or suspend any such offer or any of the terms applicable to such offer without assigning any reasons or without any prior intimation. The cash back amount offered will be credited in the active bank account of the

HBL World Debit Cardholder in the subsequent month.

19. The Bank reserves the right to terminate promotion schemes announced by HBL on the usage of debit cards by its Cardholders at any time without prior notice to Cardholders; in such a situation Cardholders will have no right to claim any compensation. HBL DebitCard Terms and Conditions can be downloaded from HBL website. For further details, call HBL PhoneBanking at 111-111-425 or visit www.hbl.com