

## Konnect Debit Card Terms and Conditions

The following terms and conditions shall apply to Konnect Debit Card issued by Habib Bank Limited ("Bank"). Konnect Debit Card may be used at Automated Teller Machines ("ATMs") of the Bank, ATMs of all other banks in Pakistan (M-Net & 1-Link) and Point of Sale (POS) machines across Pakistan. Konnect Debit Card may also be used as a debit card for direct debit transactions to Linked Account (as defined in **Clause 1 hereunder**) carried out through Point of Sale ("POS") terminals at Payment network merchants in Pakistan.

By accepting these terms and conditions the Cardholder (as defined below) understands that he/she can use his / her Konnect Debit Card for carrying out transactions at POS terminals as well as at Automated Teller Machines (ATMs) of any bank in Pakistan which carry the payment network logo.

Payment Network shall mean and include PayPak or any other network whose logo is displayed on the Konnect Debit Card.

### 1. Eligibility

Account holders to whom Konnect Debit Card is issued shall hereinafter be referred to as "Cardholders" and mobile Account linked for use to the Konnect Debit Card shall hereinafter be referred to as "Linked Account".

- 1.1 The mobile account holders having an Konnect mobile account shall be eligible for applying and using Konnect Debit Card.
- 1.2 The mobile accountholder who do not have already issued debit card by HBL will be eligible for applying Konnect Debit card.

### 2. Restrictions in the usage of Konnect Debit Card

2.1 The Konnect Debit Card 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 Konnect Debit Card 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

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 only.

Please note that any Konnect Debit Cards issued under PayPak shall not be eligible for e-commerce services.

Please note that HBL will not under any circumstances be held responsible for any unauthorized use of the service or potential malfunctions during execution of payment transaction.

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

**2.2.4** For additional services that the Bank may offer from time to time related to the Konnect Debit Card.

**2.2.5** The Bank reserves the right to change any of the existing limits imposed on Konnect Debit Card after informing the Customer.

**2.3** HBL Debit Card must not be used for any unlawful purposes including the purchase of goods or services prohibited by the law in Pakistan.

### **3. PIN (Personal Identification Number)**

**3.1** Konnect Debit Card, shall be issued to the qualifying Cardholder (having mobile account) at his / her sole risk and responsibility.

The PIN is a confidential 4-digit number created and can be changed by the Cardholder subsequently at his / her own risk. The Cardholder shall use the PIN for ATM transactions and for debit card transactions at POS installed at Merchant Locations. The Cardholder undertakes not to pass on the Konnect Debit Card 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.

**3.2** Customers must visit HBL ATM for Konnect debit card activation and PIN generation. To activate the debit card, enter the one-time ATM activation code received through SMS on their registered mobile number when the account is tagged with the debit card at agent location.

**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 PIN generation by any un-authorized person in case of any loss or concealment of information of Customer. Customer is bound to keep the activation code in safe custody. HBL will not be responsible for any misuse & misplacement of activation code or Konnect Debit Card under any circumstances.

### **4. Loss of Card / Disclosure of PIN**

**4.1** The Cardholder further undertakes to accept full responsibility for the transactions involving the use and / or misuse of the Konnect Debit Card 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.

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

**4.3** The Bank is authorized to block the Konnect Debit Card transactions or any services linked with the HBL Debit Card 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 Konnect Debit Card.

## **5. Exemption, Exclusion**

**5.1** The Konnect Debit Card holder shall under no circumstances have a claim to any compensation from the Bank if the Konnect Debit Card 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 Konnect Debit Card 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 Debit Card and denial of debit card transactions.

**5.2** The Bank shall not in any way be liable to the Konnect Debit Card holder 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 Konnect Debit Card holder due to any reason whatsoever including mechanical failure or failure of power supplies or equipment, strikes, an act of war or causes beyond the Bank's control.

**5.3** 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. The Bank shall also not be responsible to the Cardholder if the Konnect Debit Card is not honored / 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 Konnect Debit Card is retained by the ATMs.

**5.4** In the event that a Cardholder's Account is debited and cash is not disbursed or disbursed short when the Konnect Debit Card is used at another bank's ATMs, 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.

**5.5** 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 Konnect Debit Card by an ATM in Pakistan.

## **6. Right of set-off**

**6.1** 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 authorized to debit the relevant Linked Account for such withdrawal along with applicable Bank Charges and mark-up at the rate prescribed by the Bank, regardless of whether the Cardholder is informed or has authorized the same. The applicable Bank Charges will be in accordance with the Bank's 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.

**6.2** The Cardholder accepts that he / she will be responsible to immediately adjust any temporary running finance (e.g. overdraft) that may be created in his / her Account along with mark-up at the rate prescribed by the Bank, due to the execution of any ATM / POS transactions, whether created with or without the prior approval of the Bank. The Cardholder further accepts that in case of non-adjustment of the said overdraft along with the accrued mark-up by the Cardholder within 7 days from the creation of the

overdraft, 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.

## 7. Fees

7.1 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/agent Locations and Payment Network ATMs.

7.2 The Bank is duly authorized to levy a fee on issuance / renewal / replacement of the Konnect Debit Card and to levy an annual fee for each card, as per the **Bank's current Schedule of Charges in force at the time**.

7.3 The Bank, at its sole discretion, reserves the right to levy and / or increase charges / fees for Services provided through the use of Konnect Debit Card. Such charges will be determined by the Bank and will be **applied as stated in the Bank's Schedule of Charges in force at the time** and the Cardholder irrevocably authorizes 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 Konnect Debit Card has insufficient funds.

## 8. Payment

8.1 In case there is insufficient balance in the Linked Account(s) for carrying out any Konnect Debit Card 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 Konnect Debit Card will remain suspended until such time that the Konnect Debit Card holder clears all related charges and gives a request on HBL Phone banking for reactivation of the same.

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

8.3 The Konnect Debit Card holder understands that with respect to HBL 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 the Cardholder (which does not require a signature).

## 9. Disclaimer and limitation of liability

9.1 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.

9.2 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.

9.3 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 Konnect Debit Card at an ATM.

**9.4** 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**.

**9.5** 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. Card cancellations**

**10.1** In the event that a Cardholder decides to discontinue use of the Konnect Debit Card, the Konnect Debit Card 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 Konnect Debit Card or refuse to reissue, renew or replace the card under intimation to the Customer.

**10.2** In the event of death of the Cardholder, transactions related to such Konnect Debit Card shall continue to be debited to the Cardholder's Linked Account till such time that the Bank is informed in writing or through phone banking 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 authorized 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.

## **11. Dispute handling**

**11.1** 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.

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

## **12. Statements**

**12.1** 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.

**12.1.1** Konnect Debit Card Customers can request for Account statement(s) and charges will apply as per **Bank's** Schedule of Charges.

**12.1.2** 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 Account statements as it deems fit, after duly informing the Cardholder.

**12.1.3** 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.

**12.1.4** The Bank shall endeavor 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 interest or profit. The Bank shall not be liable for any loss or damage suffered due to such errors and subsequent reversals by the Bank.

### **13. SMS alerts**

**13.1** The Customer shall pay the Bank fees and Charges for the SMS alerts facility (if applicable). In this connection, the Bank is hereby, authorized by the Customer to debit **any of the Customer's Account(s)** maintained with the Bank.

**13.2** 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.

**13.3** 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.

### **14. Severance**

**14.1** 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.

**14.2** The Cardholder may use the Konnect Debit Card to obtain the aforementioned Services and such other Services as the Bank may provide from time to time in relation to the Konnect Debit Card. All such Services will be subject to these terms and conditions and amendments made therein from time to time.

### **15. Complaints**

In case of any complaints, the Konnect Debit Card holder may call HBL Phone Banking at 111-111-425,

Please note that there is a 15 day turn-around-time for normal complaints and a 30 day turn-around-time for those complaints where a thorough investigation is required. In case of any change in TAT, customer may be informed from time to time.

### **16. 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.

- Konnect Cardholders may be entitled to discounts mentioned above in respect of payments made at the mentioned Alliance Partners through their Konnect Debit Cards and is not applicable in respect of cash transactions.

- **These discounts are not valid in conjunction** with other special promotions, discount programmes 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, authorization and indemnity for accepting all verbal and electronic instructions:

I ("**Customer**"), **having provided my particulars** in the Account Opening Form, 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 authorization 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 authorized 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 authorization for any such Instructions and regard the same as emanating from me, the Customer, where the issuer of such Instructions correctly provides my information for identification purposes as provided by me to the bank may be requested by the Bank, including but not limited to:

- a) The **Customer's** Computerized 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 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 authorizes 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 to the Customer physically or digitally in writing, 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 authorizing 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 authorized 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 utilizing 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. Customers will be communicated about any changes in the terms and conditions at least 30 days before the changes are applicable.

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 unauthorized 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. The Bank may offer cash back on transactions conducted on POS to its Konnect Debit Card 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 Debit Card holder 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.

For further details, call HBL Phone Banking at 111-111-425 or Konnect CustomerCare at 111-425-111 or visit [www.hbl.com/konnect](http://www.hbl.com/konnect)