

HBL WhatsApp - Terms and Conditions

By using HABIB BANK LIMITED (HBL) WhatsApp banking channel, you agree to be bound by HBL's Terms & Conditions governing use of HBL's WhatsApp Banking Channel and related services (excluding any services for which you have a separate agreement with us). This is necessary for you to use the WhatsApp messenger platform.

1. HBL WhatsApp Banking Channel

- HBL WhatsApp Banking is a channel which will be used for general query management & customer support as a new, but familiar channel for customers to approach the bank in the most convenient possible way.
- **Service**
 - Service(s) means services, either customized or otherwise, provided by HBL, its Partner(s), Services Provider(s), and WhatsApp Channel, from time to time, within the Islamic Republic of Pakistan.
- **Personal Information**
 - You hereby authorize HBL to use any information shared by you on HBL WhatsApp Banking Channel for provision of Services to you by HBL.
 - When you use HBL WhatsApp Banking Channel, provisions pertaining to use of and sharing of customer information in the terms and conditions governing bank accounts will also be applicable to these terms and conditions.
 - You are responsible for providing and maintaining accurate and updated personal information, and for safeguarding your account information. We understand you have authorized HBL to verify and authenticate your personal information, at any time. HBL will not be liable for any loss or damage arising from your failure to comply with the requirements of HBL.
 - If you hand over a device with the HBL WhatsApp Self-Service Banking Channel installed to another individual, you should lock/deactivate the device before doing so. If devices with HBL WhatsApp Self-Service Banking Channel installed are lost or stolen, you inform the relevant authority.
- **Security**
 - We maintain high standards of security. You agree and warrant that you will use your mobile device safely and you will not share your phone, connected via our network, let anyone else access your phone/devices, or do anything else that might jeopardize the security of your connection. HBL shall not be liable for any damages or losses suffered as a result of breach of any of the actions stated above, until you have reported to HBL any damage or loss of your mobile device.
- **Third Party Services**

- We do not endorse any third party services. Third party providers of websites and applications (including WhatsApp) accessed by you through the Service are accessed at your own risk, and we have no liability for third party services. If third party websites or applications (including WhatsApp) cause any problems or harm, you should seek redress directly from the third party provider of those services. We have no responsibility in such matters and cannot assist you regarding the same. Third party providers of websites or applications (including WhatsApp) that you access through any network/ mobile phone number are subject to and governed by their own terms and conditions. It is your responsibility to read and adhere to such terms and conditions.

- **.General**
 - These Terms apply generally to the use of any or all of HBL's services via/through HBL WhatsApp Self-Service Banking Channel, and may also be subject to terms and conditions governing bank accounts as well as terms and conditions governing other HBL products and services, as the case may be.
 - HBL may engage or otherwise cooperate with affiliates, suppliers, partners and other third parties in connection with the Service, and, where applicable, "HBL" or "we" shall also be understood as a reference to such third parties.
 - By using the Service, you agree to these Terms of Use,
- **The Service**
 - HBL's Service consists of digital products and/or services distributed over the internet to individual consumers for private use. Such Services are accessible at our websites (the "Website") and, for certain Services on your own device(s) after you have installed it.
- **User Content and Submissions**
 - HBL's services and/or WhatsApp Self-Service Banking Channel may allow you to submit, post or display content, such as information, data, text, software, music, sound, photographs, graphics, videos, advertisements, messages or other materials ("User Content"). You are solely responsible for such content. HBL may review and remove any User Content that, in its sole judgment, violates the Terms, applicable laws, or generally accepted practices or guidelines in the Jurisdiction.
 - Prohibited User Content under the Terms includes, without limitation, content which: is offensive, such as User Content that engages in, endorses or promotes racism, bigotry, discrimination, hatred, harassment or physical harm of any kind against any group or individual;
 - a) involves the transmission of "junk mail", "chain letters" or unsolicited mass mailing, "spamming" or "phishing";
 - b) promotes or endorses false or misleading information or illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
 - c) promotes or endorses an illegal or unauthorized copy of another person's copyrighted work;
 - d) contains restricted or password only access pages or hidden pages or images;
 - e) displays or links to pornographic, sexually explicit or any other indecent material;
 - f) solicits passwords or personal data from other users; or

g) violates the rights of or harms or threatens the safety of other users or the Service.

○ **Warranties and Disclaimers**

- HBL warrants that it will perform its obligations in a professional manner in accordance with prevailing industry standards and make reasonable efforts to keep the required service operational.
- The Service is provided “as is”. You acknowledge that the Service is not error-free. HBL makes no warranties, expressed or implied, with respect to the availability, merchantability, fitness for a particular purpose, non-infringement, accuracy, completeness, performance and quality of service of HBL’s WhatsApp Self-Service Banking Channel or otherwise.

○ **Liability**

- HBL (including, but not limited to, its shareholders, executives, officers, affiliated companies, partners and their contractors, officers, directors and employees) shall not be liable for any damages, whether arising under law, contract, warranty, indemnification, tort or otherwise, including, without limitation, incidental and consequential damages, loss of profits or business opportunities, or damages resulting from loss of data or loss of access to the services or otherwise.

○ **Indemnity**

- You agree to indemnify, defend and hold harmless HBL (including, but not limited to, its shareholders, executives, officers, affiliated companies, partners and their contractors, officers, directors and employees) from all claims, liabilities and expenses (including attorney’s fees) that arise from your misuse of services in breach of the Terms or applicable laws.
- HBL reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. You shall cooperate in good faith with HBL in asserting any available defenses.

○ **Force majeure**

- Force Majeure means any circumstances beyond the reasonable control of either party, including, without limitation, fire, explosion, strikes or other labor disputes, riots or other civil disturbances, voluntary or involuntary compliance with any law, order regulation, recommendation or request of any governmental authority, and errors or downtime in networks, power supply, gateway or similar failures of communication. Neither party will have any liability, other than for the payment of money owing, for their failure to perform any of their contractual obligations arising out of or in connection with events of force majeure.

○ **Termination**

- HBL WhatsApp Self-Service Banking Channel may be deactivated anytime through your personal account settings on WhatsApp
- HBL may stop providing service to you, or add limits to your service, if you act in breach of the Terms or applicable laws, your right to use service and access its content will in any event immediately, without notice, terminate without refund of any fees.

○ **Changes**

- The bank will serve a written notice of the introduction or change to its customers at-least 30 days before the change takes effect; in either of the following ways:
 - a) Direct Communication
 - b) Display in all Branches

- c) Notice in the media (including public notices)
 - d) Notice on banks' website; or by any electronic banking channel used by its customer
- We encourage you to check the Website regularly. If you not agree to the amendments, you should discontinue your use of the Service.
- **Partial Invalidity**
 - If any provision of the Terms is declared invalid or unenforceable by a court or other binding authority, the remaining terms (or parts), conditions and provisions shall continue to be valid and enforceable to the fullest extent permitted by law
- **Language versions**
 - Any translations of the Terms from English into another language are made solely for your convenience. In the event of discrepancies between different language versions, the English version shall prevail.
- **Choice of Law and Dispute Resolution**
 - The Terms shall be governed by and interpreted in accordance with Pakistan laws. Any dispute, controversy or claim arising out of or in connection with the Terms shall be subject to the jurisdiction of the Pakistani courts in the Islamic Republic of Pakistan as the legal venue.