



Ab Life Hai Simple

Terms and Conditions

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BRANCHLESS BANKING TERMS AND CONDITIONS - LEVEL 0, 1 AND 2

These terms and conditions ("**Terms and Conditions**") govern and apply to the registration of the Account Holder ("**Customer**" or "**Account Holder**" or "**You**") and subsequent use of the Branchless Banking Services offered by Habib Bank Limited ("**We**", "**Us**" or "**HL**"). These Terms and Conditions constitute an agreement between the Account Holder and HBL when you register and make use of the Services. By pressing the "Accept" button appearing on the screen at the end of these Terms and Conditions, you: (i) signify your acceptance of these Terms and Conditions; (ii) agree to abide by and be legally bound by these Terms and Conditions; and (iii) signify your approval to avail the services in accordance and compliance with these Terms and Conditions.

Definitions

"Account Holder" means Agent or Customer;

"Agent" means HBL's Branchless Banking Agent, appointed pursuant to the Branchless Banking Agency Agreement, for the provision of Services to Customers in accordance with these Terms and Conditions and the Branchless Banking Agency Agreement;

"ATM" means Automated Teller Machines of HBL;

"BB Regulations" means the Branchless Banking Regulations issued by the State Bank of Pakistan, as amended from time to time;

"Branchless Banking" or "**BB**" means conduct of banking activities as outlined in the BB Regulations by HBL for the Account Holder having a Branchless Banking Account. It does not include the information services already being provided to existing Account Holders using channels like phone, internet, SMS etc.;

"Branchless Banking Account" or **"BB Account"** means a Level 0, Level 1 or Level 2 (as the case may be) account maintained by the Account Holder in HBL in which credits and debits may be effected by virtue of Electronic Funds Transfer and which is used to conduct Branchless Banking activities as outlined in the BB Regulations;

"Branchless Banking Agency Agreement" means the instrument so entitled, executed between the Agent and HBL whereby HBL has appointed the Agent as its Branchless Banking Agent for the provision of Services to Customers;

"Biometric Verification System" or **"BVS"** means technology enabled system (verifiable from NADRA or the relevant Government authority) that allows HBL to obtain biometric fingerprints of the Account Holders at the time of opening of Branchless Banking Account or conducting Branchless Banking transactions;

"Customer" means a Branchless Banking Account Holder who has opted to avail the Branchless Banking Services from HBL in accordance with these Terms and Conditions;

"Electronic Funds Transfer" means money transferred through an electronic terminal, ATM, telephone instrument, computer, magnetic medium or any other electronic device so as to order, instruct, or authorise HBL to debit or credit an account;

"HBL" means Habib Bank Limited;

"HBL PhoneBanking" means HBL's phone banking services which can be accessed by dialling 111-111-425;

"Konnnect App" means the Konnect mobile application of HBL which enables the Account Holder to access the Services through the Account Holder's smart mobile phone, along

with all updates of the same;

"PIN" means a Personal Identification Number used to carry out financial transactions;

"Password" means a sequence of characters used to determine that a mobile user requesting access to a system is really that particular user;

"SBP" means the State Bank of Pakistan;

"Services" means the Branchless Banking Services to be provided by the Agent to the Customer in accordance with these Terms and Conditions and the Branchless Banking Agency Agreement, as well as any Branchless Banking Services and features provided by HBL to the Customer through the Konnect App downloaded on the Customer's smart mobile phone;

"SIM" or **"SIM Card"** means a component, usually in the form of a miniature smart-card, used to associate a mobile subscriber with a mobile network subscription;

"SMS" means the service which allows the exchange of short messages between a mobile station and the wireless system, and between the wireless system and an external device, capable of transmitting and optionally receiving short messages.

Part 1: General

1. Proper identification/KYC of the Account Holder will be required at the time of opening the BB Account, subject to verification as per HBL's policy/procedures and/or instruction(s) of any regulatory authority.
2. The mobile number provided by an Account Holder must be registered (as per the terms of PTA) in the name of the Account Holder as appearing on his/her CNIC. HBL may take action including account blocking/closure in case any incorrect information is

- provided by the Account Holder.
3. For the purposes of opening and operating a BB Account and for provision of Services, HBL may require accessing Customer data through Biometric Verification System and the Account Holder hereby permits HBL to access such data through Biometric Verification System.
 4. At the time of registration, the Account Holder will create a 6-digit authorisation code/PIN.
 5. Any person opening or operating a BB Account is required to have read, understood and accepted these Terms and Conditions and the applicable Schedule of Bank Charges issued and amended from time to time by the Bank.
 6. In the event of any conflict and/or inconsistency in any term of the Branchless Banking Agency Agreement and these Terms and Conditions, the terms of Branchless Banking Agency Agreement shall prevail to the extent of the conflict/inconsistency.
 7. In case the Branchless Banking Agency Agreement is terminated for whatsoever reason, HBL shall be entitled to terminate/close the corresponding BB Account of the Agent.
 8. HBL may discontinue the Services (or any part of it) at its sole discretion at any time and without assigning any reason.
 9. If the Account Holder opens additional accounts with HBL and/or subscribes to any of the products/services of HBL and HBL extends the services to such accounts, products or services and the Account Holder opts for use thereof, then these Terms and Conditions shall automatically apply to such accounts and transactions conducted therein.
 10. These Terms and Conditions are in addition to and not in substitution for the specific terms and conditions, rules and regulations,

procedures of HBL with respect to various types of accounts and all products, deposit schemes and services offered to the Account Holder from time to time ("Additional Terms and Conditions"). All such Additional Terms and Conditions shall apply to the Services, BB Account and the transaction conducted therein and by opening a BB Account and/or conducting transactions therein, the Account Holder agrees to abide by and be legally bound by such Additional Terms and Conditions. In case of any conflict or inconsistency between these Terms and Conditions and the Additional Terms and Conditions, the determination of HBL shall prevail.

Part 2: Attributes of BB Account

1. No profit or mark-up will be paid of the current account variant of the BB Account.
2. The grant to, and operation of the BB Account and Services by the Account Holder is purely personal in nature and not transferable to any other person under any circumstance.
3. Each BB Account shall possess a distinctive number, which must be quoted by the Account Holder in all correspondence with HBL relating to the BB Account and Services.
4. No overdraft facility is allowed on the BB Account unless the overdraft limit is approved by HBL.
5. BB Accounts have special deposit, withdrawal, balance, bill payment and transaction limits which shall be notified by HBL to the Account Holder from time to time as per applicable regulations.
6. Any transaction that could breach either the limits of crediting or debiting the BB Account shall be rejected.
7. The Bank reserves the right, without prior notice to the Account Holder, to debit the BB Account for any expenses, fees, commission, mark-up/interest, Zakat,

withholding tax, stamp duty, tax, duty, or any other cost, service charges or expenses arising out of any transaction or operation of the BB Account. All applicable taxes shall be recovered as per applicable laws in force. Failure to do so shall result in recovery of the service charge by HBL in a manner as HBL may deem fit along with such mark-up/interest, if any, and/or withdrawal of funds from BB Account without any liability to HBL.

Part 3: Usage of Branchless Banking Account

1. In order to use the Services, the Account Holder must be registered with HBL for HBL Branchless Banking Service.
2. Transaction requests will be authorised only through PIN via the registered BB Account number.
3. HBL shall not be held responsible for any service issue(s) faced by the Account Holder due to Mobile Network Portability (MNP).
4. The Account Holder shall be responsible for maintaining a minimum monthly average balance as applicable. Minimum monthly average balance requirements will be notified to the Account Holder by HBL at least thirty (30) days prior to implementation thereof. Failure to maintain the prescribed minimum monthly average balance may be subject to applicable charges in accordance with the Schedule of Bank Charges, which shall be deducted by HBL from the BB Account.
5. **If an Account Holder does not operate the BB Account for a period of ten (10) years, the balance in the BB Account shall be classified as "unclaimed" and shall be surrendered to SBP as per the provisions of Banking Companies Ordinance 1962 and SBP directives/operatives/regulations at that time.**
6. In case of HBL receiving official notice or as and when HBL becomes aware of it from

any other reliable source regarding the demise or bankruptcy of the Account Holder, HBL shall stop operations immediately in the BB Account and will not be obliged to allow any operation or withdrawal, except on production of a succession certificate or other Court order(s), from a Court of competent jurisdiction.

7. Any discrepancy in the BB Account and/or activities or transactions therein should be promptly brought to the notice of HBL in writing or via HBL PhoneBanking within fifteen (15) days from the date of transaction, failing which, all such transactions and/or activities shall be deemed to be final and conclusive, for all purposes whatsoever.
8. In case of any error by the Bank in posting entries in the BB Account, the Bank reserves the right(s), at all time, to make adjusting entries to rectify the error(s) without notice and inform the Account Holder subsequently, and recover any amount wrongly paid or credited to any person together with any accrued interest/profit. However, the Bank shall not be liable for any loss or damage due to such error(s) or any consequential loss arising therefrom to any party.
9. HBL shall neither be responsible for any third-party products/services purchased through the Services nor be liable for the quality, merchantability, warranty or acceptability of the same.

Part 4: Security

1. HBL shall not be held for liable, if access to Account Holder's PIN, PIN and/or SIM is obtained by any third-party. The transaction(s) conducted by any impersonator will be considered legitimate and will be acted upon by HBL unless otherwise notified to HBL prior to such

transaction(s) being conducted. HBL accepts no liabilities and shall not be held liable for compensation against the Account Holder's loss in such an event.

2. The Account Holder irrevocably and unconditionally undertakes to ensure that the PIN and other confidential information are kept confidential and to not let any unauthorised person have access to the mobile phone and PIN.
3. The security of the PIN must not be endangered or compromised by choosing a PIN that can be easily guessed, such as six (6) of the same numbers or numbers in sequence such as 123456.
4. The Account Holder's registered phone/SIM shall only be used by the Account Holder and he/she shall take all necessary precautions and care to ensure that the same are not misplaced, lost or stolen. If the Account Holder's registered phone/SIM is lost or stolen, the Account Holder must immediately notify his/her mobile operator to block and prevent misuse of the phone/SIM. The Account Holder shall also promptly notify HBL PhoneBanking to block access to his/her BB Account, failing which, HBL shall not be held liable for any cost, charges, expenses, losses (direct, indirect or consequential), claims (including third-party claims) or damages suffered or incurred by the Account Holder. The time at which HBL receives instructions to block a BB Account will be determined and certified by HBL and such determination shall be binding and conclusive on the Account Holder.
5. If the Account Holder believes that his/her BB Account has been accessed without his/her knowledge or consent, or that his/her PIN has been fraudulently used, he/she shall contact HBL Phone Banking immediately to block his/her BB Account.
6. HBL shall not be required to independently verify the ("**Account Holder Instructions**")

(defined below) and shall be effective unless countermanded by further instructions from the Account Holder. HBL shall have no liability whatsoever if it does not or is unable to stop or prevent the implementation of any Account Holder Instructions which is beyond banking limitation (as determined solely by HBL).

7. If the Account Holder notices an error in the information supplied to HBL either in the registration form or any other communication, he/she shall immediately advise HBL in writing so as to allow HBL to correct the error wherever possible on a "reasonable efforts" basis.
8. All instructions for operating the BB Accounts and availing Services shall be given by the Account Holder ("**Account Holder Instructions**") in the manner prescribed by HBL. The Customer is also responsible for the accuracy, completeness and authenticity of the payment instructions provided to HBL and/or its Agents/service providers/merchants (hereinafter referred to as "**Affiliates**") and the same shall be considered to be sufficient to operate the BB Accounts.
9. The Account Holder Instructions shall be affected only after authentication of the Customer in accordance with the prescribed procedure for the BB Account. In case of transactions initiated through the SMS channel, HBL shall have no obligation to verify the authenticity of any transaction received from the Customer other than by Caller Line Identification and PIN (in case of higher limits only).
10. All the records of HBL generated by the Account Holder Instructions, (including the time of the transaction and payments requested when availing Services and using the Account) shall be conclusive proof of the genuineness and accuracy of the transaction(s) and accompanying Account

Holder Instructions.

11. When the Account Holder completes providing payment instructions and the same are received by HBL, transaction(s) shall deem to be fixed and finalised and the Account Holder may not subsequently raise any objection(s) with respect thereto. Once the Account Holder Instructions are received, the transaction(s) may not subsequently be changed or reversed in any way. HBL may seek clarification on the Account Holder Instructions as and when it deems fit.
12. HBL may refuse to comply with the Account Holder Instructions without assigning any reason whatsoever and shall not be under any duty to assess the prudence or otherwise of any Account Holder Instructions and have the right to suspend the operations through standard process, if it has reason to believe that the Account Holder Instructions will lead or expose to direct or indirect loss or may require indemnity from the Customer before continuing to operate the BB Account.
13. The Account Holder undertakes and agrees not to use or permit the use of the BB Account and Services for any illegal or improper purposes and shall comply with all applicable laws and regulations governing the BB Accounts. The Account Holder shall be held liable for any illegal fund transfer and money laundering done through his/her BB Account.

Part 5: Fees/Costs

1. HBL Branchless Banking currently has no subscription fee; however, network operator may apply fees to use the Services.
2. By using the Services and/or conducting transactions through the BB Account, the Customer authorises HBL to debit his/her BB Account(s) with any transaction fees that may be introduced and communicated

to the Customer in HBL's Schedule of Bank Charges available at any HBL Agent location and HBL's website, accessible at www.hbl.com

3. The Account Holder hereby agrees to bear the charges as may be stipulated by HBL (and notified to the Customer) from time to time for the BB Account and Services. HBL may amend the Schedule of Charges from time to time without the prior consent of or notice to the Account Holder.

Part 6: Liability and Exclusions of Liability/Responsibilities accepted by the Customer

1. The risks associated with the BB Account and Services and the liabilities and responsibilities accepted by the Account Holder with respect to the same (and disclaimed by HBL) include without limitation the following:
 - a. The Account Holder acknowledges that in case any third person obtains access to the BB Account or to the BB Account Access Information, he/she would be able to instruct/conduct fund transfers and provide Account Holder Instructions. In order to reduce such risk, the Account Holder shall ensure that the terms and conditions applicable to the use of PIN are complied with at all times.
 - b. The electronic channel is susceptible to frauds, misuse, hacking and other actions that could affect payment instructions to HBL. Whilst HBL shall aim to provide security to prevent the same, there cannot be any guarantee from such frauds, hacking and other actions that could affect payment instructions to HBL. The Account Holder shall be solely responsible and HBL shall not be liable for any loss (direct, indirect or consequential) if

access is gained to the BB Account through forgery, hacking, wiretapping, theft or divulgence of PIN by the Account Holder and/or any other analogous means.

- c. The technology for enabling the transfer of funds and other services offered by HBL could be affected by issues relating to telecommunication network of mobile operator and/or HBL, and/or its Affiliates. The BB Account and Services may be interrupted/made unavailable by natural calamities, force majeure, legal and/or regulatory restraints, faults in the telecommunication network, network failure, or any other reason beyond the control of HBL. The BB Account could also be affected by virus or other malicious, destructive or corrupting code, program or macro.
- d. The transaction for transfer of funds or payments to Affiliates, as per Account Holder Instructions, may not be completed as requested for various reasons, including, but not limited to those specified in this Part 6. In all such cases, the Account Holder shall not hold HBL responsible and/or liable in any manner whatsoever.
- e. While HBL and the Affiliates shall endeavour to carry out the Account Holder Instructions promptly, they shall not be responsible for any delay in carrying out the Account Holder Instructions for any reason whatsoever, including failure of operational systems.
- f. HBL shall not be liable for any damages whatsoever, whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether

sustained by the Customer, supplementary user or by any other person.

- g. Illegal or improper use of the BB Account shall render the Account Holder liable for payment of financial charges as determined by HBL and/or result in partial or complete suspension of the BB Account. Any penalties levied by any regulatory authority with regard to the Account Holder's use of the BB Account shall be purely to the Account Holder's sole account and HBL shall not be liable in any manner from the Account Holder's use of the BB Account, save in the case such penalties are imposed by the State Bank of Pakistan due to negligence or wilful misconduct of HBL.
 - h. HBL shall under no circumstances whatsoever be held responsible or liable by the Account Holder for any delay in delivery of the electronic statements and/or alerts, nor the inaccuracy of information contained in such electronic statements and alerts. HBL shall not be liable for its inability to deliver the alerts altogether. Also, it is being clarified and understood that electronic statements will only be issued to the Account Holder upon his/her specific request.
- 2. The Account Holder shall not have any recourse against any office or any branch of HBL outside Pakistan in respect of the payment of any deposits, account balances thereon maintained or/and accruing with HBL in Pakistan, and all facilities provided by HBL through the BB Account and Services. Any such rights of recourse are expressly waived by the Account Holder.
 - 3. The Account Holder irrevocably and unconditionally authorises HBL to access all of his/her BB Accounts for effecting banking

or other transactions performed by the Account Holder through the BB Accounts and Services. The right to access shall also include the right at HBL's sole discretion to consolidate or merge any or all accounts of the Account Holder with HBL and the right to set off any amounts owed to HBL without prior notice.

4. HBL will not be liable for any product purchased by the Customer using his/her BB Account. These transactions shall be effected by debiting the BB Account with the purchase amount plus any fee charged and crediting the seller's/third party's account with the purchase amount.
5. HBL has the right to block the BB Account/any transaction in case of any complaint received for fraudulent activity or any other reason.
6. HBL, in compliance with laws and regulations, may intercept and investigate any payment messages and other information or communication sent to or by the Account Holder or on behalf of the Account Holder via any other bank, and this process may involve making further enquiries and stoppage of transaction.
7. HBL is entitled to make investment of credit balance deposits in the BB Account in any manner in its sole discretion and to make use of funds to the best of its judgment in the banking business.
8. Without prejudice, the Agent shall operate the BB Account in accordance with the Terms and Conditions stated in the Branchless Banking Agency Agreement.
9. In the event that any Account Holder identification information or the mobile number provided by the Account Holder is found to be false, misleading, incorrect, incomplete, or not pertaining to the Account Holder, HBL shall reserve the right to take such action as it deems fit, including without limitation, blocking/closing the BB Account.

Part 7: Closure/Suspension/Termination of the BB Account and/or Services

1. HBL may at any time close or suspend the BB Account for any reason whatsoever, including without limitation:
 - a. The Account Holder discloses or compromises the PIN or his/her CNIC is not verified.
 - b. The Account Holder does not adhere to these Terms and Conditions.
 - c. The Agent is in breach of the Branchless Banking Agency Agreement.
 - d. The Account Holder uses the Services illegally or in a manner not authorised by the Bank.
 - e. Due to dormancy.
 - f. Death, bankruptcy or lack of legal capacity of the Account Holder.
2. Customer may at any time terminate the Services and/or the BB Account by giving HBL such notice in writing and/or by contacting HBL Phone Banking. Subject to these Terms and Conditions, any credit balance in the BB Account shall be returned to the Account Holder through OTP (one-time passcode) or banker's cheque as per HBL's policy.
3. Notwithstanding closure of the BB Account, the Account Holder's full indebtedness to HBL with respect to all transactions shall remain due and payable. HBL reserves the right to set off Account Holder's full indebtedness to HBL against any other account held with HBL.
4. HBL reserves the right to close any BB Account in case the Account Holder is in breach of these Terms and Conditions or a BB Account, which in HBL's opinion, is undesirable/not satisfactorily operated upon and/or or not meeting the parameters of KYC policy/HBL's laid down policy regarding account maintenance. On exercise of such right by HBL and closure of

the BB Account, any ancillary services/products attached to such BB Account (e.g. Debit Card, etc.) may be terminated/cancelled by HBL.

Part 8: Ancillary Provisions

1. The Account Holder must ensure that all account related/personal information disclosed with the Service is kept confidential and shall not be disclosed by the Account Holder, unless required by law or any Court to be disclosed.
2. Subject to provisions of these Terms and Conditions, HBL may collect, use and disclose the Account Holder's personal data, which have provided in this form, only after securing specific, express, prior consent from the Account Holder, for providing the following marketing material to them:
 - (1) Information sent by HBL about HBL's products and services, including updates on the latest promotions and new products and services.
 - (2) Information sent by HBL on alliances with third parties' products and services, such as updates on their latest promotions and their new products and services.

This information may be shared with the Account Holder through (a) email (b) text message (c) phone call and/or (d) social media. Please note that data may be sent through outsourced vendors, and security measures in accordance with the law shall be used to protect any personal data that may be disclosed for that purpose. If the Account Holder does not want their personal data used for marketing purpose, please contact HB: to withdraw this consent for use and disclosure of the Account Holder's personal data by calling HBL's customer service number.

3. The Account Holder also agrees that HBL may disclose, to other institutions, such personal information as may be reasonably necessary for reasons including but not limited to participation in any telecommunication or electronic clearing network, in compliance with a legal directive, for credit rating by recognised credit scoring agencies, for audit, provision of services by any third party collection and fraud prevention purposes.
4. HBL is authorised to make such disclosures in respect of the BB Account and Services as may be required by any Court order or competent authority or agency under the provisions or applicable laws and/or otherwise to safeguard the interests of HBL.
5. HBL may outsource certain functions to third party for the provision of efficient services subject to regulatory requirements.
6. All calls made by an Account Holder to HBL PhoneBanking may be recorded and recorded tapes of the same may be presented as evidence.
7. The Account Holder confirms that all information and data disclosed by the Account Holder is correct, accurate and true in all aspects and there is no undisclosed material information which would affect HBL's decision to extend any of the BB Account facilities and Services to the Account Holder.
8. HBL reserves the right to refuse to open a BB Account/establish relationship with an applicant who is not willing to provide FATCA and CRS related information. This includes submission of foreign tax forms. HBL shall have the right to disclose personal information of the Account Holder's account, directly or indirectly to foreign regulators or Tax Authorities (or their representatives or agents) or any other authority or jurisdiction as deemed necessary by HBL.

9. Account Holder acknowledges that any or all information provided to HBL (including without limitation) regarding the Account Holder and any reportable account(s) may be provided either directly or indirectly to the Tax Authorities of the country/jurisdiction in which this account(s) is/are maintained and exchanged with Tax Authorities of another country/jurisdiction or countries/jurisdictions pursuant to intergovernmental agreements to exchange financial account information.
10. The Account Holder hereby indemnifies and holds HBL and its directors, officers, representatives and employees harmless from all costs, expenses, losses, damages, liability, penalties incurred, suffered and/or imposed on HBL as a result of any suits, proceedings and/or litigation arising out of or in any manner connected with information supplied by the Account Holder to HBL, usage and operation of the BB Account and transaction conducted therein. Notwithstanding anything to the contrary stated herein, the Account Holder shall not be obligated to indemnify HBL if any penalty is imposed on HBL by the State Bank of Pakistan solely due to the negligence or wilful misconduct of HBL.
11. Subject to the applicable local laws, the Account Holder authorises HBL and or any of its Affiliates, Subsidiaries (including branches) to share the Account Holder's personal information with respect to any of his/her accounts with HBL directly or indirectly with the overseas Regulators or Tax Authorities where necessary, to establish his/her tax liability in any jurisdiction.
12. In case of Sole Proprietorship, the Account Holder declares that he/she is a Sole Proprietor of the firm/shop and is authorised to open and operate the BB Account.
13. The Account Holder shall notify HBL, within

thirty (30) calendar days, if there is any change in any information provided to HBL by the Account Holder.

14. The Account Holder shall not utilise the BB Account for money laundering and/or any, terrorist activity.
15. The Account Holder shall ensure that the source of funds in the BB Account is not unlawful and/or illegal.
16. The Account Holder shall comply with and act in accordance with all the requirements which HBL may from time to time notify and any directions given by HBL in relation therewith. The Account Holder shall provide HBL with any information/documents including undertakings and/or declarations and/or signing any and all forms, within the specified timeframe, which in the opinion of HBL are necessary and appropriate. In case the Account Holder ceases or fails to comply with HBL's requirements or ceases or fails for whatsoever reason to provide any necessary undertaking or declaration or fails to sign any required forms, HBL shall have the right to close and terminate the BB Account.

Part 9: Statements/SMS Alerts

1. In consideration of the Account Holder agreeing to receive electronic statements and alerts via e-mail, text message, voice mail, IVR or other electronic means, HBL shall under no circumstances be held responsible or liable by the Account Holder for any delay in delivery of the electronic statements and/or alerts, nor the inaccuracy of the information contained in such electronic statements and alerts. HBL shall not be liable for its inability to deliver the alerts altogether.
2. The Account Holder expressly agrees that HBL is not liable for sending semi-annual statement of BB Account to the Account Holder. The Account Holder has an option to

view at least the last five (05) transactions using BB channels (e.g. mobile phone) free of cost. It is being clarified and understood that electronic/hard copy of statements will only be issued on the Account Holder's request received through HBL PhoneBanking with charges as per the Schedule of Bank Charges.

Part 10: Amendments

1. HBL may from time to time amend these Terms and Conditions or the Services at its sole discretion with a prior notification of thirty (30) days to the Account Holder using any electronic channel i.e. website, e-mail, and text message sent to the Account Holder's registered mobile number. By continuing to use any existing or new Services as may be introduced by HBL, the Account Holder shall be deemed to have accepted the amended Terms and Conditions.

Part 11: Waiver, Cession and Assignment

1. Any failure by HBL to enforce its rights will not constitute a waiver of such rights.
2. The Account Holder may not cede, assign or transfer in any way any of the rights and obligations to any other person or entity without the express and prior consent of HBL.

Part 12: Dormancy/Reactivation of Account

1. BB Accounts that remain inoperative for twenty-four (24) months will be classified as dormant/inactive. Credit transactions will be allowed in such accounts. HBL reserves the right to disallow debit transactions in such BB Accounts while the BB Accounts remain dormant/inactive. However, debits in respect of recovery of loans and mark-up etc. any permissible charges, Government duties or levies and instructions issued under any law or from the Court and/or any amount recoverable by HBL will not be subject to debit or

withdrawal restriction.

2. If any BB Account remains inoperative for thirty-six (36) months, having no credit balance, HBL shall be entitled to close such a BB Account giving prior notice to the Account Holder.
3. The Account Holder will be able to reactivate his/her dormant BB Account as per channels available (i.e. HBL PhoneBanking, Agent etc.) after providing required verifications. After activation, the Account Holder will be required to conduct a financial transaction in the BB Account for reactivation thereof.

Part 13: Complaint/Fraud/Customer Protection

1. If the Account Holder thinks he/she has been a victim of a Branchless Banking fraud, he/she must inform HBL as soon as he/she becomes aware that a suspicious transaction has occurred and report the case to HBL Branchless Banking to register the fraud and/or complaint.
2. The Account Holder will also be required to cooperate with HBL and the law enforcement agencies in any investigation conducted into losses the Account Holder has suffered. HBL will investigate all reported cases of Branchless Banking frauds and possible solution will be provided to the Account Holder.
3. Save in the case of Customer's fraud, negligence or misconduct, the Customer shall not be liable for the acts or omissions of the Agent, provided, however that the Customer follows the due process required by HBL and subject to HBL's investigation and dispute resolution procedures. HBL, its employees, directors, representatives or Affiliates shall not in any way be liable or responsible in any manner whatsoever if the due process is not followed by the Customer e.g. should the Customer's PIN be compromised/forgotten by the

Customer including, but not limited to, acts or omissions (including fraud) by the Agent and/or the Customer resulting in discrepant/incorrect/erroneous transactions.

Part 14: Modes for Registering Complaints

HBL shall endeavour to initiate processing of all Account Holder complaints within 24 hours of receipt thereof. An acknowledgment of complaint(s) will be sent to the Account Holder with an estimated resolution time (communication will be made using communication channels at HBL's discretion). In case the complaint(s) is/are launched at HBL PhoneBanking, the Phone Banking Officer will also communicate the estimated redressal time. HBL will investigate the complaint(s) and endeavour to revert to the Account Holder not later than fifteen (15) working days from the date of lodging the complaint(s).

Part 15: Change of Address

Any change in the address, constitution or any other particulars of the Account Holder provided to HBL should be immediately communicated to HBL in writing/via HBL PhoneBanking. HBL shall not be responsible or liable for any delay or non-delivery of communication sent to HBL by the Account Holder.

Part 16: Miscellaneous

1. Each of the provisions of these Terms and Conditions is severable and distinct from others. The invalidity, illegality or unenforceability of any provisions of these Terms and Conditions shall not affect the continuation in force of the remainder of these Terms and Conditions.
2. These Terms and Conditions (including the Payment Schedule), and all other documents

executed by the Account Holder connected/ancillary/related to Branchless Banking shall constitute the entire agreement between HBL and the Account Holder in respect of the BB Account and Services.

3. The terms "HBL" and "Customer" wherever the context so permits, shall mean and include their respective successors-in-interest, legal heirs, administrators and assignees.
4. These Terms and Conditions shall be governed by the laws of Pakistan.

Part 17: Invite and Earn Feature

1. The Customer shall allow the Konnect App to access the Customer's mobile phone contact list on which the Konnect App has been installed by the Customer, in case the Customer elects to send out invitations ("**Invites**") to those contacts to download/utilise the Konnect App (where each such contact invited shall hereinafter be referred to as the "**Invitee**"), simply via selection from his/her contact list. There shall be a 20 Invite limit per transaction.
2. The Customer shall be eligible to receive an incentive from HBL of a credit of cash (the specific amount of which shall be determined by HBL in its sole discretion, as communicated to the Customer in writing and as may be amended by HBL from time to time) immediately into the Customer's wallet on the Konnect App ("**Cashback Incentive**"), in the event that any of the Customer's Invitees install, register, and successfully complete an "Eligible Transaction" of the prevailing minimum qualifying amount (the specific amount of which shall be determined by HBL in its sole discretion, as communicated to the Customer in writing and as may be amended by HBL from time to time) on the Konnect App.
3. Each of the following shall qualify as an

Eligible Transaction, if performed successfully on the Konnect App:

- Completing a mobile recharge;
- Making payments (Zakat, Donations or Govt. Payments);
- Pay bills;
- Purchase insurance;
- Purchase/renew/pay for Subscription Packages (as specified in detail in Part 18 hereunder); and
- Lifestyle Payments (for the purposes of these Terms and Conditions, "Lifestyle Payments" shall refer to various merchant integration based products and services available on the Konnect App to the Customer).

4. The Invite link shall only be valid for the number of days (as shall be specified by HBL at the time of initiating the Invite, which may be revised by HBL from time to time in its sole discretion), which means the Invitee shall have to install Konnect App, register and make an Eligible Transaction of minimum qualifying amount (as mentioned in Part 17 Clause 2 hereinabove) or more, within the specified number of days of receiving the Invite.
5. The Invite link shall be functional indefinitely, and the Invitee shall be able to download the Konnect App using that said link, but cashback can only be redeemed within 7 days.
6. Cashback Incentives will directly be credited to the User's Konnect App wallet in real time.
7. Upon proceeding to send the Invites, HBL shall send SMS notifications to the selected Invitees on behalf of the Customer.
8. The SMS will contain the name of both the Customer and the Invitee, along with the dynamic link for downloading the Konnect App, and shall be unique between Invitee and Customer.
9. The Cashback Incentive can only be

received by the Customer once for each unique Invitee of the Customer who has registered and successfully completed an Eligible Transaction.

10. From time to time, HBL may offer the Customer new and/or additional incentives to refer new Invitee to the Konnect App (the **"Invite & Earn Campaign"**). These incentives may come in the form of cashback credits, discount vouchers or free transactions, and HBL may set or change the incentive types, amounts, terms, restrictions, and qualification requirements for any incentives in its sole discretion. These campaigns and services can be revoked by HBL at any time, by HBL, at HBL's sole discretion.

Part 18: Konnect Packages Purchase via Konnect App

1. HBL may, from time to time, at HBL's sole discretion, offer its Customers the opportunity to purchase Subscription Bundles using the Konnect App. A **"Subscription Bundle"** is any offering of HBL on the Konnect App, in which the Customer can (1) avail the opportunity to purchase certain services from HBL in bulk at a discounted cost and/or (2) purchase certain goods and/or services from third-party vendors in bulk at a discounted price.
2. HBL may also, from time to time, at HBL's sole discretion, offer its Customers the opportunity to purchase other packages and deals for any HBL and/or third-party goods and services, on the Konnect App (**"Packages"**). The Subscription Bundles and Packages available for purchase on the Konnect App shall hereinafter be referred to as the **"Konnect Packages."**
3. HBL and the Konnect App do not provide any refunds or exchanges for purchased Subscription Bundles.
4. Customer cannot exceed monthly

transaction type limit at any stage, as advised in the applicable laws and regulations.

5. Package validity will vary as per the defined time in each offer.
6. In the event that the Customer purchases any Konnect Package, and subsequently (but before the current Konnect Package is fully utilised, HBL elects to offer the same Konnect Package with upgraded features, then the Customer shall still be limited to the features of such Konnect Package, as were present prior to the upgrade.

Part 19: Account Linking

1. The Customer's registered Konnect App account number must be the same as the contact number on the Customer's HBL branch account through biometric verification.
2. The Customer's HBL branch account and Konnect App account must have the same CNIC registered with it.
3. Customer is ultimately responsible for protecting personal information and login credentials to prevent any unauthorised or fraudulent activity.
4. Customer is giving consent for transfer of funds in between his Konnect and HBL account.

Part 20: Account Upgrading

1. Account upgrading means, shifting from the L0 Konnect account to L1 Konnect account with higher transaction limits. The detailed limits are available in the Schedule of Bank Charges (SOBC).
2. You can request for account upgrading at Konnect Agent shops, HBL ATMs or through Konnect mobile app.
3. You will be required to perform your biometric verification in order upgrade your account.

4. If you have already provided your biometric but did not upgrade your account, then you would not be required to perform biometric again.
5. In relation to the above scenario, you will also be able to request for account upgrade through Konnect App yourself.

Part 21: Touch/Face ID

1. The Touch/Face ID feature on the Konnect App ("Touch ID") is a feature offered by HBL on the Konnect App that allows the Customer to use their fingerprint or face unlocking to login securely instead of entering their username and password.
2. To ensure that Touch ID is correctly utilised, the Customer shall ensure that Touch ID is also enabled on their mobile device in order to enable it for the Konnect App.
3. Your username and password shall not be stored on the device on which you use Touch ID. By enabling Touch ID, every person with an enrolled fingerprint on this device will have access to your Konnect account and will be authorized to initiate transactions through the Konnect App.
4. HBL suggests reviewing the enrolled fingerprints regularly, to ensure that no unauthorised person is able to access the personal and financial information available in this Konnect App.
5. Fingerprints are only stored on your mobile device and Konnect App does not see or store your fingerprint information during the authentication process.
6. You are responsible for safeguarding your mobile device.
7. The Customers use of Touch ID shall be deemed as the Customer's acknowledgement and acceptance these Terms and Conditions.
8. You are responsible for all transfers and/or transactions performed with Touch ID and agree not to hold HBL liable for any errors.
9. The Parties hereby acknowledge that the

fingerprint authentication module of the permitted mobile device for the Touch ID feature on the Konnect App, is not provided by HBL, and HBL makes no representation or warranty as to the security of the Customer's fingerprint authentication function of any permitted mobile device and/or whether it works in the way that the manufacturer of the device represents.

Part 22: Konnect Lifestyle

The Parties hereby acknowledge, agree and accept to be bound to the following "Konnect Lifestyle T&Cs" as an integral part of the Terms and Conditions herein, and shall apply to the Parties as if specifically, incorporated herein. In the event of any conflict or inconsistency in these Konnect Lifestyle T&Cs and the Terms and Conditions, then the Terms and Conditions shall prevail to the extent of such conflict or inconsistency.

1. Accepting This Agreement

You understand that by using Konnect Lifestyle you have agreed to these terms and conditions and that no written signature by you is required on this Agreement. By using the OTP sent to you via SMS constitutes your acceptance of this Agreement. When any payment or Available Service generates items to be charged to your Account, you agree that we may debit your Account without requiring your signature on the item and without prior notice to you.

2. Changes in Terms/Fees

We may change the Direct Transfer and these Terms and Conditions, including fees, set for that any time. We will notify you of any such change, as required by applicable law, either by mail, email or by an electronic message in the View Messages area of Customer Service. You understand that by continuing use of payment services via Direct Transfer, you have agreed to it.

3. Providing Personal Information

You agree to provide true, accurate, current and complete information about yourself as requested, and you agree to not misrepresent your identity.

4. Transaction Information

Through Konnect Lifestyle Merchant's will see transaction activity that includes transactions that are current through the close of business of the preceding business day and transactions that have affected your account via using the Direct Transfer Payment Service.

5. Linked Accounts

All HBL Bank Accounts for which you have appropriate rights may be linked automatically by means of your CNIC number. Each owner and Authorized Representative will be able to conduct transactions in all of the linked Accounts.

6. Accounts Accessible by More than One Person

If your Account(s) is/are owned by more than one person or is accessible by one or more Authorised Representatives, each owner or Authorised Representative may individually initiate payment via Direct Transfer Payment Service. The terms of this Agreement will apply to each person.

7. Text Message Use for Direct Transfer

Your wireless carrier's standard messaging rates apply to your entry or submission message, our confirmation and all subsequent text message (or SMS) correspondence. We do not charge for any content; however, downloadable content may incur additional charges from your wireless carrier. Please contact your wireless carrier for information about your messaging plan. Your carrier may impose message or charge

limitations on your account that are outside of our control. All charges are billed by and payable to your wireless carrier.

You represent that you are the owner, or authorized user of the wireless device you use to subscribe to Konnect by HBL, and that you are authorised to approve the applicable charges.

We will not be liable for any delays or failures in your receipt of any text messages as delivery is subject to effective transmission from your network operator and processing by your mobile device. SMS message services are provided on an AS IS, AS AVAILABLE basis.

Data obtained from you in connection with this text messaging service may include your mobile phone number, your carrier's name, and the date, time and content of your messages and other information that you may provide. We may use this information to contact you and to provide information you request from us, and to otherwise operate, develop and improve Konnect by HBL. Your wireless carrier and other service providers may also collect data from your SMS usage, and their practices are governed by their own policies. We will only use the information you provide to Konnect by HBL to transmit your text message or as otherwise described in this document. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect our rights or property. When you complete forms online or otherwise provide us information in connection with Konnect by HBL, you agree to provide accurate, complete, and true information. We reserve the right to alter charges and/or these terms and conditions from time to time. We may suspend or terminate Konnect by HBL to you if we believe you are in breach of our terms and conditions. Your service is also subject to termination in the event your wireless service or

lapses. We may discontinue Konnect by HBL at any time.

8. Exclusions of Warranties

KONNECT BY HBL AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Disclosure of Account Information to Third Parties

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

- a) Where it is necessary for completing transactions;
- b) Where it is necessary for activating additional services;
- c) In order to verify the existence and condition of your account to a third party, such as a credit bureau or merchant;
- d) To a consumer reporting agency for research purposes only;
- e) In order to comply with a governmental agency or court orders; or,
- f) If you give us your written permission.

10. Alterations and Amendments

These Terms, applicable fees and service charges may be altered or amended by Konnect by HBL from time to time. In such event, we shall provide notice to you. Any use of the Konnect Lifestyle after we provide you a notice of change will constitute your agreement to such change(s). Further, Konnect by HBL may, from time to time, revise or update the applications, services, and/or related material, which may

render all such prior versions obsolete. Consequently, Konnect by HBL reserves the right to terminate these Terms as to all such prior versions of the applications, services, and/or related material and limit access to only Konnect by HBL's more recent revisions and updates. In addition, as part of HBL's Direct Transfer, you agree to receive all legally required notifications via electronic means.

11. Address of Banking Changes

It is your sole responsibility to ensure that the contact information available with the Bank is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. Konnect by HBL is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

12. Your Liability

You authorise us to credit or charge your Accounts for all payments and transfers initiated through Direct Transfer under your Konnect by HBL Account. You are liable for all of these transactions and for all unauthorised transactions to the extent permitted by applicable state and federal law.

13. Your Indemnification

Except to the extent that Konnect by HBL is liable under these Terms or an agreement that otherwise governs your Account, if you are an owner of an Account where payment is initiated with Direct Transfer, you agree to indemnify and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with your Account or

the performance of the Direct Transfer Services. This indemnification is provided without regard to whether our claim for indemnification is due to the use of Konnect HBL by you.

14. Third Parties

Except as specifically provided in this Agreement or where applicable law requires a different result, neither we nor our service providers or other agents will be liable for any loss or liability resulting in whole or in part from any act or failure to act of your equipment or software, or that of an Internet browser provider such as Microsoft (Internet Explorer browser), by an Internet access/service provider, by a wireless service provider, by an online service provider or by an agent or subcontractor of any of them, nor will we or our service providers or other agents be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of your access to or use of, or failure to obtain access to Online Financial Services through Konnect by HBL.

15. Assignment

Konnect by HBL may assign our rights and delegate our duties under these Terms to a company affiliated with us or to any other party. We may also assign or delegate certain of our rights and responsibilities under these Terms to independent contractors or other third parties.

16. Third Party Products and Services

By using the Konnect by HBL app you agree that the products and services availed by you under Konnect Lifestyle are provided through a website owned and operated by a third party. HBL is not responsible for and does not endorse or control any content or availability of such linked websites or third party services. HBL makes no warranties or representations, express or implied about such linked websites, the third

parties they are owned and operated by, the information contained on them or the suitability of quality of their products or services. If you decide to access any third party websites and make use of the information contained on them and/or enter into any agreement for the supply of goods or services from such third party, you do so entirely at your own risk. Konnect by HBL shall neither be responsible for any third-party products/services purchased through the Konnect App nor be liable for the quality, merchantability, warranty or acceptability of the same. Furthermore, HBL accepts no liability for damage or loss, howsoever caused in connection with the use of or reliance on any information, material, products or services contained on or accessed through any such linked website. You are advised to review the third party website's terms and conditions and contact the third party directly in case you have any queries regarding any interactions/purchases you make through the third party website.

1.1 Personal Accident Insurance

Product

This insurance product covers the insured person in case of accident leading to death, disability or injuries that require medical assistance

Coverage

Coverage is valid for one year only.

Death or Disability - As per policy.

Accidental Emergencies - As per policy.

Exclusion

This policy does not cover:

- Intentional self-injuries, suicide or attempted suicide whether felonious or not
- War, invasion and act of terrorism
- Influence on intoxication
- Complications of pregnancy

- Deliberate exposure to exceptional danger
- Criminal activity by insured

All other standard exclusion mentioned in Jubilee General policy.

Terms and Conditions

Terms and Conditions include:

- No insurance request will be processed without successful verification on receipt of confirmation call and availability of sufficient balance at the time of confirmation
- Benefits shall be as per continental scale of benefits
- Beneficiary should be a direct relative; parent, child, siblings or spouse

All terms as per Jubilee General policy.

Free Look Period

Policy can be cancelled at any time within 14 days and full premium will be refunded (subject to non-utilisation in part or full).

Cancellation of Policy

Policy can be cancelled at any time during the period of insurance and pro rata premium will be refunded (subject to non-utilisation in part or full).

Konnect by HBL Helpline

021-111-425-111

Jubilee General Insurance Helpline

021-111-654-111

Disclaimer

Konnect by HBL is a distributor of this product on behalf of Jubilee General Insurance. HBL will be not be responsible for rejection of policy or claim and will not make any investigations or recommendation.

1.2 International Travel Insurance

Product

This insurance product covers the insured person in case of loss and injuries sustained

during travel to an international destination

Coverage

Coverage is for the period of stay limit period only.

Amount as per policy (Hospitalisation)

Amount as per policy (Accidental Death)

Coverage is valid for 7 days.

Exclusion

This policy does not cover:

- War, invasion and terrorism
- Pursuit of Adventure Sports
- Pre-existing medical condition, pregnancy, convalescence or relapses
- Any expenses incurred after you have returned to your Country of Residence
- Failure to check in according to the itinerary supplied or to obtain confirmation from the carriers (in case of delayed departure)
- Consequential loss
- A trip from which you are not booked to return within insurance period
- Operational duties as a member of the Armed Forces

All other standard exclusion mentioned in Jubilee General policy wording.

Terms and Conditions

Terms and Condition includes:

- No insurance request will be processed without successful verification on receipt of confirmation call and availability of sufficient balance at the time of confirmation
- Countries under UN sanction are not covered

All terms as per Jubilee General policy wording

Free Look Period

Policy can be cancelled at any time within 14 days (but before travel date) and full premium will be refunded (subject to providing visa cancellation and providing passport to show its

non-utilisation for obtaining benefit).

Cancellation of Policy

Policy cannot be cancelled any ways after start of trip date.

HBL Helpline

021-111-425-111

Jubilee General Insurance Helpline

021-111-654-111

Disclaimer

Konnect by HBL is a distributor of this product on behalf of Jubilee General Insurance. HBL will be not be responsible for rejection of policy or claim and will not make any investigations or recommendation.

1.3 Personal Life Insurance

Product

This program offers life insurance benefits for the customers and provides participants with the knowledge, tools and motivation to improve their health using a digital app and wearable devices. Customers can earn rewards upon achieving weekly targets of physical activity.

Coverage

Coverage is valid for one year only with option to renewing membership to Vitality Plan A, B or C.

Exceptions

Policy does not cover any loss or expense caused by or resulting from:

- Intentionally self-inflicted injury, suicide or attempted suicide whether felonious or not
- War, invasion and act of terrorism
- Influence on intoxication
- Complication on pregnancy
- Deliberate exposure to exceptional danger
- Criminal activity by insured
- Any pre-existing conditions
- Participation in professional sport

whether practicing or playing, competition, races, matches in land, air or sea, hazardous sports/activities such as winter sports, rock climbing, mountaineering, bungee jumping, river rafting, pot-holing, parachuting, paragliding or scuba diving.

Terms and Conditions

No insurance request will be processed without successful verification on receipt of confirmation call and availability of sufficient balance at the time on confirmation.

Beneficiary means the person stated on insurance certificate and who is either the spouse or parent or child or sibling of the insured Customer. If such beneficiary is not named in the insurance Certificate, then it means the legal heir of insured customer.

All terms as per **IGI Life Vitality Policy**.

Free Look Period

Policy can be cancelled at any time within 14 days and full premium will be refunded (subject to non-utilisation in part or full).

Cancellation of Policy

The vitality active membership will be cancelled when the underlying insurance policy is cancelled.

Konnect by HBL Helpline 021-111-425-111
IGI Life Vitality Insurance Helpline
021-111-111-711

Disclaimer

Konnect by HBL is a distributor of this product on behalf of IGI Life Vitality Insurance. HBL will not be responsible for rejection of policy or claim and will not make investigation or recommendation.

For further information, please contact
Konnnect CustomerCare 111-425-111 or
visit www.hbl.com/konnnect