

## Terms and Conditions HBL Konnect Islamic (L0, L1 and L2)

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 “HBL”). These Terms and Conditions constitute an agreement between the Account Holder and HBL when you register and make use of the Branchless Banking 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.; 1

“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;

“**Konnect 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;

“MPIN” means a Mobile 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;

**“Services”** mean 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;

**“SBP”** means the State Bank of Pakistan; **“Services”** mean 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;

**“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 4-digit authorisation code/MPIN.
5. Any person opening or operating a BB Account is required to have read, understood and accepted these Terms and Conditions and the applicable Islamic Schedule of Bank Charges issued and amended from time to time by the Bank after 30 days prior notice by HBL..
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. 30 days prior notice will be given to the customers.
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 will be paid on the current account variant of the BB Account.
2. All deposits under the Current Account will be accepted on the basis of Qard. Funds deposited with the bank will be utilized by the bank at its sole discretion in Shariah acceptable avenues. The bank stands liable to repay the deposited amount in Current Account upon demand.
3. 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.
4. 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.
5. No overdraft facility is allowed on the BB Account.
6. 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.
7. Any transaction that could breach either the limits of crediting or debiting the BB Account shall be rejected.
8. The Bank reserves the right, without prior notice to the Account Holder, to debit the BB Account for any expenses, fees, commission, 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 and/or withdrawal of funds from BB Account without any liability to HBL. Customer will be notified before such action.

## 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 MPIN 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. **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.**
5. 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.
6. Contents of the statement of account(s) shall be deemed correct unless any discrepancy or error therein is notified in writing to the Bank within 45 days from the date of dispatch of the relevant statement.
7. 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. 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.
8. 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 liable, if access to Account Holder's PIN, MPIN 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 MPIN and other confidential information are kept confidential and to not let any unauthorised person have access to the mobile phone and MPIN.
3. The security of the MPIN must not be endangered or compromised by choosing a MPIN that can be easily guessed, such as four (4) of the same numbers or numbers in sequence such as 1234.
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 MPIN has been fraudulently used, he/she shall contact HBL PhoneBanking 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 MPIN (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 Islamic Schedule of Bank Charges available at any HBL Agent location and HBL's website, accessible at [www.hbl.com](http://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.
4. HBL may amend the Islamic Schedule of Charges from time to time with 30 days prior 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 MPIN 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 MPIN 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, programme 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 MPIN 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 PhoneBanking. 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. The Account Holder agrees that HBL and/or Affiliates or their contractors may hold and process his/her personal information and all other information concerning his/her BB Account on its records in connection with the BB Account and Services as well as for analysis, credit scoring and marketing.
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 after 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 MPIN 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

1. 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

1. 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/utilize 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/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. Prior notice will be provided to the customers before termination of the campaign or service.

**Part 18: Konnect Packages Purchase via Konnect App:**

1. HBL Konnect may, from time to time, at HBL’s sole discretion, offer its Account Holders the opportunity to purchase Subscription packages using the Konnect App. A “**Subscription Package**” is any offering of HBL on the Konnect App, in which the Account Holders 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 Account Holders 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 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. Account Holder 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 Account Holder purchases any Konnect Package, and subsequently (but before the current Konnect Package is fully utilized, HBL elects to offer the same Konnect Package with upgraded features, then the Account Holder 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 unauthorized 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 utilized, 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 unauthorized 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 21: 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 owned by more than one person or is accessible by one or more Authorized Representatives, each owner or Authorized 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 authorized 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 with prior intimation to our customers. 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. Customer will be notified before such changes.

#### 8. Exclusions of Warranties

KONNECT BY HBL AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANYKIND, 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 this 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 authorize 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 unauthorized 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.

## **Entertainment & Travel**

Konnect By HBL will be using Bookme (<https://bookme.pk/>) and Easytickets (<https://www.easytickets.pk/>) services for the Entertainment & Travel categories.

### **Bookme**

By using Bookme either online or through mobile apps, you agree to the following:

The Bookme services are owned and operated by Bookme Tickets Pvt. Ltd. These Terms of Service are a binding legal agreement between all our customers and Bookme.pk regarding your use of the services that have been made available.

- Unauthorized access, distribution, reproduction, copying, retransmission, publication, sale, exploitation (commercial or otherwise), or any other form of transfer of any portion of the Site or other Service, including but not limited to all content, services, digital products, tools or products, is hereby expressly prohibited.
- Bookme is a service that send e-tickets in your SMS/email if a bus company has enabled online access. Bookme is not responsible for any loss, refunds or any other damages in case of cancellation or any other circumstance.
- For bus companies that do not provide real time inventory access, for them seat plan is to get your preference only.

**Bookme is not a Bus operator:**

Bookme is a ticketing platform that is only responsible for issuing a ticket. Bookme is not responsible for any delay, cancellation of bus or off boarding a passenger from any bus by any bus company. Moreover, during public holidays, it is highly likely that bus companies cancel departures or cancel operations for entire day. In that case, customer is entitled to either get their seat adjusted in their next order or a complete refund. For that, customer has to raise a complaint and request for refund or adjustment. Bookme will verify from the bus company and process customer query accordingly.

**Refund and Cancellation Policy:**

1. Daewoo tickets can be cancelled 1.5 hour before departure and in that case 35% of ticket price will be charged to customer as a penalty.
2. Bilal Travel: For any cancellation or change in the booking before departure then 25% will be charged as penalty on paid amount.  
\* If you have missed your bus then you will be charged 30% penalty on your paid amount.
3. Skyways ticket can be cancelled 1 hour before departure and in that case 30% of ticket price will be charged to customer as a penalty.
4. Islamabad Express and Niazi Express tickets can be cancelled or changed only 3 hours before departure.
5. QConnect, 10% web refund processing charges and web refund will be received within 24hours. You will get your web refund amount online and for refund traveler CNIC copy must require.
6. Kainat Travels tickets can be cancelled 6 hours before departure and in that case 30% of ticket price will be charged to customer as a penalty.
7. Refund will be processed by contacting Bookme helpline available on their website.
8. Cancellation or Adjustment can be done just one time against one order.
9. No return, no change, no refund policy for Event Tickets.

## **Food**

Konnect By HBL will be using Eat Mubarak's (<https://www.eatmubarak.pk/>) services for the Health category.

By using Eat Mubarak either online or through mobile apps, you agree to the following:

### **Privacy Policy**

#### **1. Introduction**

This policy explains how we, [www.eatmubarak.pk](http://www.eatmubarak.pk), use your personal information which you provide to us when using our service, including but not limited to our Platform (websites and mobile applications (apps)). This Privacy Policy describes our, Eat Mubarak's, policies on the consent, collection, and use of your personal information that you provide to us when using our services, including but not limited to our platform (websites and mobile applications). The personal information that we collect is used to improve our performance and our services to you, our customer. The terms "we", "us" and "Eat Mubarak" all refer to our company Eat Mubarak ([www.eatmubarak.pk](http://www.eatmubarak.pk)). We will not share your personal information with anyone except as described in this Privacy Policy.

#### **2. Information We Collect and How It Is Used**

We collect personal information from you when you order goods or services from us or use our Platform. We also collect information when you complete any customer survey. Platform usage information may also be collected using cookies. For a complete Eat Mubarak experience, when you are using our services to order goods (either on the website or on the mobile app), we will require some personally identifiable information from you. The information we require from you will be retained by us and used as described in this Privacy Policy, in the efforts to improving your user experience with our service.

##### **Account information:**

Information that we collect from you is used to process your order and to manage your account. We may also use your information to email you about other products or services that we think may be of interest to you. The information we require from you when you are signing up for our service may include your full name, email address, zip/ postal code, physical address, and phone number.

##### **Communications:**

When you sign up for our services, you are opting to receive administrative, transactional and legal messages from Eat Mubarak. For example, if you place an order using our service, we may send you messages regarding your transaction using the contact information that you have provided to us. These messages may span over different mediums, including SMS text messages, emails and push notifications via the app on your mobile phone. We may track your actions and responses on the app/ website, and send you aforementioned messages in accordance with your actions. We may store information that you provide to us through communication such as phone calls, emails or any other form of feedback that you give in relation to our service. Our calls with you may be monitored and recorded for quality assurance purposes.

#### Transactions:

If you initiate a transaction through Eat Mubarak, we may collect and store information related to that transaction, such as your name, billing address, phone number, email and payment information (such as credit card number and expiry date), as well as any other information you provide to us in order to process your transaction. This information may be shared with third parties, and third parties may share such information with us, for the same purpose. We may offer marketing offers, deals, promotions and discounts that will be in accordance with the Eat Mubarak Rules of Business and we hold the right to restrict, limit or discontinue any offer, deal, promotion or discount without ascertaining any reason.

#### Activity:

We may store information about your use of our service, such as the date and time of your visit, the restaurants you access using our mobile app and website, and the transactions that you make through our service. We may also receive and store your location information whenever our mobile applications are running, including when they are running the background, if you enable our mobile app to access such information in the course of using our service. You may be able to limit or disallow our use of certain location data of yours by adjusting your "location settings" in your mobile app or browser.

#### Different Devices:

You may be able to access our services through multiple different devices, such as your computer and/or mobile phone. The information we collect and the activity that we track is cross-referenced and combined across all platforms.

#### Access to your information:

You have a right to request a copy of the information we hold on you at any time. Please email us if you would like to receive a copy of this information – [info@eatmubarak.pk](mailto:info@eatmubarak.pk). There will be a small charge for processing this request.

### 3. Third Parties

In processing your order, we may send your information to credit reference and fraud prevention agencies. From time to time we may send your information to third parties which we consider may have goods or services which are of interest to you. If you do not wish to be contacted by third parties, please email us at [info@eatmubarak.pk](mailto:info@eatmubarak.pk). Third parties may receive your information as follows:

#### Content Partners:

We may allow third party partners to use some of the information you provide to us, as explained in Section 2 above under the "Transactions" heading.

#### Business Partners:

We may share information from or about you with our parent companies, subsidiaries, joint ventures or other companies under common control, in which case we will require them to honor this Privacy Policy.

#### Third Party Accounts:

If you sign up for, or log onto, Eat Mubarak mobile app/ website, using a third-party service using Facebook, we may receive information about you from such a third party service.

#### 4. Cookies and Google Analytics

Cookies are small text files that are placed on your computer by Websites/Platforms that you visit. They are widely used in order to make Websites/Platforms work, or work more efficiently, as well as to provide information to the owners of the site. This Platform uses Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses "cookies", which are text files saved on your computer, to help the Platform analyze how you use the site. The information generated by the cookie about your use of the Platform will be transmitted to and stored by Google on servers in the United States. If this Platform anonymizes IP addresses, your IP address will be truncated by Google within a EU member state or other EEA state before being transmitted to the US. Only in exceptional situations will your full IP address be transmitted to Google servers in the United States and truncated there. Google will use this information for the purpose of evaluating your use of the Platform, compiling reports on Platform activity for Platform operators and providing other services relating to Platform activity and internet usage. Google will not associate your IP address with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your browser, however please note that if you do this you may not be able to use the full functionality of this Platform. By using this Platform, you consent to the processing of data about you by Google in the manner and for the purposes set out above. You can also prevent Google from collecting information (including your IP address) via cookies and processing this information by downloading this browser plugin and installing it: <https://tools.google.com/dlpage/gaoptout>. Most web browsers allow some control of most cookies through the browser settings. To find out more about cookies, including how to see what cookies have been set and how to manage and delete them, visit [www.allaboutcookies.org](http://www.allaboutcookies.org).

#### 5. Other Platforms

Our Platform may have links to other Platforms. This privacy policy only applies to this Platform. You should therefore read the privacy policies of the other Platforms when you are using those sites.

#### Terms of Use

Last Updated on March 15, 2018. These terms and conditions are effective immediately.

These terms and conditions (the "Terms") govern your access to and use of Eat Mubarak's Platform (website and mobile applications) that link to or reference these Terms ("Platform"). By accessing or using the Platform, you are agreeing to these Terms and concluding a legally binding contract with a private limited company incorporated in Pakistan, Tech Works (Private) Limited which owns the trademark 'Eat Mubarak', ("Eat Mubarak"). Do not access or use the Site if you are unwilling or unable to be bound by the Terms.

#### Agreement to Terms

- i. Colorful language and imagery is fine, but there's no need for threats, harassment, lewdness, hate speech, and other displays of bigotry.

#### Accounts

- i. You must create an account and provide accurate information about yourself in order to use some of the features. You are responsible for maintaining confidentiality of your account password and for all the activities that occur in connection with your account.
- ii. You agree to notify Eat Mubarak immediately in case of any unauthorized use of your account. We reserve the right to close your account at any time for any or no reason.
- iii. Your account is for your personal, non-commercial use only. To bolster your credibility as a contributor to the Site, please provide complete and accurate information about yourself. You may not impersonate someone else, create or use an account for anyone other than yourself, provide an email address other than your own, or create multiple accounts. Please read our Privacy Policy for more information.

#### Online Food Order Placement

- i. It is the sole responsibility of participating restaurant/food establishment ("Restaurant") to honor your order and deliver it to you. Eat Mubarak only connects you and the Restaurant. Eat Mubarak shall not be liable for any acts or omissions on part of the Restaurant including but not limited to deficiency in service, wrong delivery of order, quality of food, time taken to deliver order, actions of the employees or affiliates of the Restaurant, or any harm or damage resulting from the quality of the food.
- ii. For the users in Pakistan, it is hereby clarified by Eat Mubarak that the liability of any violation of any food safety standards or any other applicable laws of Pakistan (Provincial or Federal) and applicable rules and regulations made thereunder shall solely rest with the sellers'/brand owners, vendors, Restaurant, importers or manufacturers of the food products or any pre packed goods accordingly. For the purpose of clarity 'pre-packed good' shall mean a food and beverage item which is placed in a package of any nature, in such a manner that the contents cannot be changed without tampering it and which is ready for sale to the Customer.
- iii. You should check the dish you are ordering and read its description, if provided, prior to placing your order. Eat Mubarak shall not be liable in the event food ordered by you does not meet your dietary or any other requirements and restrictions.
- iv. While placing an order you shall be required to provide certain details. You agree to take particular care when providing these details and warrant that these details are accurate and complete at the time of placing an ordering. By providing these details, you express your acceptance to Eat Mubarak's terms and privacy policies.
- v. You will not use food purchased from the Platform for resale.
- vi. All prices listed on the Platform are correct at the time of publication, and have been placed as received from the Restaurant. While we take great care to keep them up to date, the final price charged to you by the Restaurant may change at the time of delivery. In the event of a conflict between price on the Platform and price charged by the Restaurant, the price charged by the Restaurant shall be deemed to be the correct price.
- vii. The total price for food ordered, including delivery charges and other charges, will be displayed on the Platform when you place your order. Users shall make full payment towards such food



ordered via the Platform.

- viii. Delivery periods quoted at the time of ordering are approximate only, and may vary.
- ix. Personal Promo code can only be according to the terms specified for that specific code.
- x. Cancellations: Once an Order is placed by you and accepted by the Restaurant, it is not eligible for cancellation.
- xi. All refunds shall be processed in the same manner as they are received. Refund amount will reflect in your account based on respective banks policies.

#### Content Posted by Other Users

- i. Under no circumstances shall Eat Mubarak be held liable, directly or indirectly, for any loss or damage caused or alleged to have been caused to you in connection with any content posted by a third party on the Platform. If you become aware of misuse of the Platform by any person, please contact Eat Mubarak by mail at: support@eatmubarak.pk.
- ii. Restrictions: Prohibited activities include but are not limited to:
- iii. Violate our Content Guidelines, for example, by writing a fake or defamatory review, trading reviews with other businesses, or compensating someone or being compensated to write or remove a review.
- iv. Violate any third party's rights, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right.
- v. Threaten, stalk, harm, or harass others, or promote bigotry or discrimination.
- vi. Promote a business or other commercial venture or event, or otherwise use the Site for commercial purposes, except in connection with a Business Account and as expressly permitted by Eat Mubarak.
- vii. Send bulk emails, surveys, or other mass messaging, whether commercial in nature or not; engage in keyword spamming, or otherwise attempt to manipulate the Site's search results or any third party Platform.
- viii. Solicit personal information from minors, or submit or transmit pornography.
- ix. Using the Platform for any purpose in violation of provincial or federal laws or regulations of Pakistan.

- x. Posting Content that constitutes cyber-bullying, as determined by Eat Mubarak in its sole discretion.
- xi. Posting Content that depicts any dangerous, life-threatening, or otherwise risky behavior.
- xii. Harvesting or otherwise collecting information about others, including e-mail addresses, without their consent.
- xiii. Engaging in any other conduct that restricts or inhibits any other person from using or enjoying the Platforms, or which, in the sole discretion of Eat Mubarak, exposes Eat Mubarak or any of its customers, suppliers, or any other parties to any liability or detriment of any type.

#### Eat Mubarak Trademarks and Copyrights

- i. All trademarks, logos, and service marks displayed on the Platform are registered and unregistered Trademarks of Eat Mubarak and/or third parties who have authorized their use (collectively the "Trademarks").
- ii. You may not use, copy, reproduce, republish, upload, post, transmit, distribute, or modify these Trademarks in any way. The unauthorized use of Eat Mubarak's trademarks on any other Platform is strictly prohibited. All of the materials contained on the Platform are copyrighted except where explicitly noted otherwise. Eat Mubarak will strictly enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution. Eat Mubarak neither warrants nor represents that your use of materials displayed on the Platform will not infringe rights of third parties not owned by or affiliated with Eat Mubarak. Use of any materials on the Platform is at your own risk.

#### Hyperlinks

- i. The Platform may contain hyperlinks to third-party Platforms. You acknowledge and agree that Eat Mubarak is not responsible or liable for any Content or other materials on these third-party Platforms.

#### Governing Law and Severability

- i. These Terms of Use are governed by and construed in accordance with the laws of Pakistan. You expressly agree that the exclusive jurisdiction for any claim or dispute under the Terms of Use and or your use of the Platform resides in the courts of Pakistan, and you further expressly agree to submit to the personal jurisdiction of such courts for the purpose of litigating any such claim or action.
- ii. If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any provision in these Terms of Use shall be deemed a further or continuing waiver of such provision or any other provision.

#### Warranties

The Platform and the Content are provided on an “as is” basis. To the fullest extent permitted by law, Eat Mubarak, its parent, subsidiaries, and affiliates (the “Eat Mubarak Entities”), and each of their agents, representatives and service providers, disclaim all warranties, either expressed or implied, statutory or otherwise, including but not limited to the implied warranties of merchantability, non-infringement of third party’s rights, and fitness for particular purpose. Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you. The Eat Mubarak Entities, their agents, representatives and service providers cannot and do not guarantee or warrant that:

- i. The Platform will be reliable, accurate, complete, or updated on a timely basis.
- ii. The Platform will be free of human and machine errors, omissions, delays, interruptions or losses, including loss of data.
- iii. Any files available for downloading from the Platform will be free of infection by viruses, worms, Trojan horses, or other codes that manifest contaminating or destructive properties.
- iv. Any Content you post on the Platform will remain on the Platform.
- v. The functions or services performed on the Platform will be uninterrupted or error-free or that defects in the Platform will be corrected.

#### Limitation of Liability

To the fullest extent permitted by applicable law, in no event shall the Eat Mubarak Entities be liable to you for any damages resulting from any:

- i. Errors, mistakes, or inaccuracies of content.
- ii. Personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the services including mobile apps.
- iii. Any unauthorized access to or use of our servers and/or any and all personal information stored therein.
- iv. Any interruption of cessation of transmission to or from our servers.

#### Termination to your access to the Platform/Services

We may terminate your use of the Platform/Services and deny you access to the Platform/Services in our sole discretion for any reason or no reason, including your:

- i. Violation of these Terms.
- ii. Lack of use of the Platform/Services. You agree that any termination of your access to the Platform/Services may be affected without prior notice, and acknowledge and agree that we may immediately deactivate or delete your account and all related information and/or bar any further access to your account or the Platform/Services. If you use the Platform/Services in violation of these Terms, we may, in our sole discretion, retain all data collected from your use of the Platform/Services. Further, you agree that we shall not be liable to you or any third party for the discontinuation or termination of your access to the Platform/Services.

Contact Us Questions, comments? Please send an email to [support@eatmubarak.pk](mailto:support@eatmubarak.pk)