

I) CREDIT CARDS TERMS AND CONDITIONS

These Terms and Conditions constitute a formal agreement between the Bank and the Cardmember (as defined herein below), setting out the terms pursuant to which the Cards are issued and used by the Cardmember(s) (hereinafter referred to as “Terms and Conditions”). The Cardmember(s) shall be bound by these terms on signing of the Application Form and on the issuance of the Card.

The Terms and Conditions governing the use of Cards are available through a QR Code printed on the “WELCOME LETTER”. The Cardmember are required to read and acknowledge the Terms and Conditions via QR Code and accessing the digital version.

1) DEFINITIONS

The following terms shall have the meaning assigned to them herein, unless, the context requires otherwise:

- 1.1. “ATM” means an Automated Teller Machine or any card operating machine or device, whether installed in Pakistan, or, in any other country outside Pakistan, at which Cardmembers can initiate Electronics Funds Transfer or which accepts the Cards, duly issued by the Bank. The ATM may belong to the Bank or other participating banks, financial institutions or concerns or the Visa Card global ATM network or the affiliated networks thereof, as the case may be (authorized by the State Bank of Pakistan to transact business in Pakistan).
- 1.2. “ATM PIN” means the personal identification number selected by a Cardmember or a Supplementary Cardmember to enable the Cardmember or a Supplementary Cardmember to use the Card for electronic transactions conducted at ATMs including benefitting from cash advance facility at certain ATM cash dispensers.
- 1.3. “Application Form” means an application form on the standard of the Bank completed and signed by a customer requesting for issuance of a Card.
- 1.4. “Authorized Signatory” means the Cardmember or the Supplementary Cardmember, as the case may be.
- 1.5. “Additional Card” means another or additional card issued by the Bank to the Cardmember at request. It could also be issued to same person having another Card of the Bank in his or her own name.
- 1.6. “Additional Cardmember” means an individual to whom more than one Card is issued by the Bank
- 1.7. “Bank” means Zindigi by JS Bank, a banking company incorporated under the Companies Ordinance, 1984 having its registered office at 1st Floor, Shaheen Commercial Complex, Dr. Ziauddin Ahmed Road, Karachi.
- 1.8. “Balance” means the total balance outstanding on the Card Account according to Bank’s records on the date E-Statement of Account is issued including all fees, Charges, Service Fee etc. calculated according to the rates notified in the Schedule of Charges and including outstanding dues or liabilities.
- 1.9. “Balance Transfer Facility” means the facility provided by the Bank which enables the Cardmember to transfer to the Card Account his/her outstanding amounts from any other bank or any unsecured lending on the rates as specified in Schedule of Charges.

1.10. "Business Day" means any day on which offices of the Bank are open to the public for routine business.

1.11. "Card" means the Visa Card issued by the Bank to a Cardmember or Supplementary Cardmember and includes supplementary and replacement Cards (wherever applicable and unless stated otherwise).

1.12. "Card Account" means Visa Card account involving Pakistani currency only pertaining to the Card(s) issued by the Bank from time to time, as the case may be, opened and maintained by the Bank for the purpose of entering debits or charges incurred by or for the account of, and credits received by or for the Cardmember and Supplementary Cardmember, if any, under these Terms and Conditions and includes, without limitation, all debits incurred resulting from any Cash Advances, Charges and/or Liabilities arising out of or in connection with any Card Transaction or otherwise.

1.13. "Cardmember" means in relation to any Card, the primary Card applicant, named in the Application Form, to whom the Card is issued by the Bank whether in addition to or in replacement and shall also include every Supplementary Cardmember (wherever applicable and unless stated otherwise) for whom the Card Account is opened by the Bank.

1.14. "Card Transaction" means and includes any payment made or Cash Advance obtained or any amount to be debited from the Card Account or any amount charged by the Bank or any Merchant for any goods, services, and other benefits and facilities provided by the Bank, whether or not utilized by the Cardmember or Supplementary Cardmember or through internet banking facility provided to the Cardmember or Supplementary Cardmember in line with the Terms and Conditions as stated on the Bank's website.

1.15. "Cash Advance" means and includes any amount(s) of money in any currency sanctioned and advanced by the Bank or any participating bank or financial institution or ATM at the request of the Cardmember or Supplementary Cardmember, whether in cash or in any other form of payment. The determination of such Cash Advance shall, however, be at the exclusive discretion of the Bank.

1.16. "Charges" means the total debit balance outstanding on the Card or any amount charged by the Bank or any Merchant for any goods, services, benefits or facility provided benefits by the Bank or any amount payable by the Cardmember or Supplementary Cardmember to the Bank under the Terms and Conditions or according to Bank's record on the date of issuance of Bank's E-Statements of Accounts including but not limited to all Card Transactions, Annual Membership Fee and Services Fee, other fees or charges, all losses and damages incurred or suffered or sustained by the Bank arising from or relating to the issue or use of the Card or breach of these Terms and Conditions by the Cardmember or Supplementary Cardmember.

1.17. "Liabilities" means any or all amounts payable whatsoever by the Cardmember including Supplementary Card- member to the Bank pursuant hereto (other than Charges) including every type of exchange or other premiums, fees, import duties and levies of whatever kind and or amount such as minimum payment fees, delayed payment fees, cash advance fees, stamp duties, excise duties or other taxes on provision of advances of credit or finance or otherwise and losses incurred or sustained by the Bank, if any, arising or resulting from any governmental actions or policies which effectively prevent repayment of foreign currency charges of the Cardmember and Supplementary Cardmember, and further including without limitation, fines, costs, expenses, damages (liquidated or otherwise) and legal costs and disbursements charged or incurred in connection with application and/or enforcement or enhancement hereof.

1.18. "Merchant" means any retail and service outlet that has entered into a written agreement to accept Visa Cards or any other Cards (duly issued by the Bank) in the payment of goods and services and shall also include any person or entity supplying goods, services and/or other benefits

who accepts the Cards of the Bank as a means of payment by the Cardmember or Supplementary Cardmember.

1.19. "Current Balance" means the total debit balance Outstanding on the Card Account and payable by the Cardmember or Supplementary Cardmember to the Bank, or the total credit balance stated in the Card Account, as the case may be, according to the Bank's records on the date of issue of the E-Statement of Account including all Charges and Liabilities.

1.20. "Credit Limit" means the maximum debit balance or outstanding balance permitted by the Bank in the Card Account for the use of the Card, and notified by the Bank to the Cardmember and Supplementary Cardmember from time to time

1.21. "Electronic Fund Transfer" means any transfer of funds, other than a transaction originated by cheque, draft or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, point-of-sale terminal, stored value card terminal, debit card, ATM, computer magnetic tape or any other electronic device so as to order, instruct, or authorize a financial institution or a bank, including the Bank, to debit or credit an account.

1.22. "Expiry Date" means the date of expiry specified by the Bank on the Card.

1.23. "Installment Plan" means the option available to the Cardmember under the Installment Plan Terms and Conditions.

1.24. "Internet Banking" means the payments to third parties or conducting execution of any Card Transaction in relation to the arrangements made hereunder via electronic devices and services.

1.25. "Minimum Payment Amount" means and comprises any unpaid amount from the previous month(s), which needs to be paid by the Cardmember immediately to avoid any payment default and to enable continued usage of the Card.

1.26. "Month" means a calendar month.

1.27. "Multiple Limit" means total credit limit approved by the Bank for a Cardmember or Supplementary Cardmember on all of his or her credit cards collectively.

1.28. "Payment Due Date" means the date specified in a Statement of Account or E-Statement by which date payment of the Minimum Payment Amount or the current balance is to be made by the Cardmember or Supplementary Cardmember (as the case may be) to the Bank.

1.29. "Phone Banking Service" means the 24 hours service offered by the Bank through its call centre for the support and assistance of the Cardmembers and/or Supplementary Cardmembers of the Bank.

1.30. "Rupee" means the lawful currency of Pakistan.

1.31. "Request or Instructions" including but not limited to request or instructions through submission of an application on the format as prescribed by the Bank's facsimile message, telephone call, email, electronic message sent via cellular telephone and or any other means of communication for issuance of the Card including a Supplementary Card and for any facility(ies) or service(s) offered by the Bank but not restricted to balance transfer facility, availing installment plan, payments to third parties or conducting execution of any Card Transaction pursuant to the Terms and Conditions.

1.32. "Schedule of Charges" means the document prescribing service fee(s), commission, charges and other fee(s) applicable to, including, but not limited to the Card issued by the Bank, Card transactions including foreign currency transactions and or Card Account, issued by the Bank from time to time for the Cardmembers and the said schedule is also available at the Bank's branches, ATMS of the Bank, through advertisement and/or sending information to the Cardmembers at their addresses or handing over the information to the Cardmember at the time of issuing the card and on the website of the Bank. The Schedule of Charges shall form a part of these Terms and Conditions.

1.33. "E-Statement of Account" means the Bank's monthly or other periodic Statement of Account sent to the Cardmember showing particulars of the current balance and Minimum Payment Amount due on the Card Account and payable to the Bank on Payment Due Date and brief particulars of Charges and other Liabilities, as the case may be.

1.34. "Service Fee" means a fee as determined by the Bank and prescribed under the Schedule of Charges and payable by the Cardmember on the outstanding Liabilities and other amounts in relation to the Card Account. The Bank shall have the right to change the rate of the Service Fee by giving a notice to the Cardmember.

1.35. "Supplementary Card" means the Card issued by the Bank on the application of the Cardmember to the Supplementary Cardmember with a clear understanding that the liability of payment rests with the original Cardmember and shall include subsequently issued renewal or replacement Supplementary Cards, if any, unless the context otherwise requires.

1.36. "Supplementary Cardmember" means the person who is issuing a Supplementary Card with the authorization and consent of the original Cardmember.

1.37. "T PIN" means the personal identification number issued or selected by the Cardmember or the Supplementary Cardmember to enable the Cardmember or the Supplementary Cardmember, as the case may be, to use the Phone Banking Service, and/or any other service made available by the Bank, as prescribed under these Terms and Conditions.

1.38. "Validity Date" means the validity date specified by the Bank on the Card.

1.39. "US Dollar" means the currency of the United States of America.

In these Terms and Conditions unless the context otherwise requires;

- i. Words importing only the singular number shall include the plural number and vice versa.
- ii. Any reference to a Cardmember includes where the context permits any or all heirs or executors, administrators and successors-in-interest.
- iii. The headings to the clauses herein shall not be taken into consideration in the interpretation or construction of these Terms and Conditions.

2) COLLECTION OF THE CARD

2.1. In order to obtain the Card, an Application Form shall have to be duly filled in and signed by the Cardmember and any Supplementary Cardmember, as the case may be, before the Card is issued by the Bank. The Cardmember's application shall be an offer made by a customer to the Bank to apply for a Card which the Bank, in its sole discretion, may accept. The above mentioned offer and acceptance shall be subject to the Terms and Conditions. Upon the Bank's acceptance of the Cardmember's application and subsequent issuance of the Card under the Terms and Conditions hereunder, the Card may be collected by the Cardmember in person (but not through a mandate) or be sent by courier to the Cardmember's billing address. In the event of the Card being sent by courier, the same shall be at the sole risk of the Cardmember. All renewed and replaced Cards thereafter will be sent by courier to the Cardmember's last known billing address, at the sole risk of the Cardmember. However, any other communication or letters shall be sent to the Cardmember at the alternative address in case of return of mail from the last known billing address of the Cardmember.

2.2. That on receipt of the Card for initiating Electronic Funds Transfer, the Cardmember and (as applicable) the Supplementary both are bound to immediately activate the Card according to the instructions of the Bank and immediately sign on the signature space provided on the Card. That

upon signing of the Bank's Application Form and subsequent issuance of the Card, the Cardmember is bound to adhere to these Terms and Conditions and Schedule of Charges and any amendments thereof. The Card member agrees to be liable for all the Liabilities and Charges arising on the Card. Moreover, the Cardmember shall take all necessary steps and precautions to ensure that no loss to the Bank is caused through misuse or fraud relating to the use of the Card. The Card will be activated only on the verbal request of the Cardmember and/or Supplementary Cardmember, on the recorded line, provided the call is made from the authorized number mentioned on the Application Form.

2.3.(a). Neither the Cardmember nor the Supplementary Cardmember shall either use the Card or allow any third party to use the Card or the Supplementary Card for any purpose or transaction prohibited by law or otherwise, which shall include without limitation gambling, and the Bank, in its sole discretion, may decline such transactions carried out through the internet or in any other way.

2.3. (b). In the event that the Cardmember or the Supplementary Cardmember either uses the Card or allows any third party to use the Card or the Supplementary Card for any purpose or transaction prohibited by law or otherwise, as indicated in 2.3(a) above, then the Cardmember, the Supplementary Cardmember or the third party, as the case may be, who used either the Card or the Supplementary Card for any such purpose, shall be responsible/liable under the law for using the Card or the Supplementary Card for any such purpose/ transaction prohibited by law; provided, however, that the Cardmember shall remain liable for unauthorized activities conducted through the Card as provided under these Terms and Conditions. The Bank shall have no liability/responsibility of whatsoever nature and howsoever arising on account of either the Card or the Supplementary Card being used for a purpose/transaction prohibited by law or otherwise.

2.4. The Bank shall have the right to refuse to authorize any Card Transaction without assigning any reason thereof. Further, the Bank shall be entitled to limit or discontinue with providing the services and facilities to the Cardmember in any city or country. It shall be the Cardmember's responsibility to inform the Bank prior to undertaking any foreign travel to check whether the Bank is providing services regarding the Card in a particular country where he/she intends to visit.

3) RESTRICTIONS ON USE OF THE CARD

3.1. The Card is not transferable and no person or third party other than the Cardmember (or any duly authorized Supplementary Cardmember) is permitted to use the Card or the Supplementary Card, as the case may be. The Cardmember or the Supplementary Cardmember shall not breach any of these Terms and Conditions. The Bank also reserves the right to block or delay the Credit Limit in case the Cardmember defaults (i) in making payments, including the Minimum Payment Amount, of the Card on a due date, as may be notified by the Bank to the Cardmember, including the Payment Due Dates, respectively, (ii) in making the required payments in respect of any other facility extended by the Bank by virtue of these Terms and Conditions.

3.2. Notwithstanding that Cardmember's Credit Limit has not been exhausted and notwithstanding anything to the contrary stated herein, the Bank in its absolute discretion shall have the right, at any time and without notice and without giving any reason and without liability to the Cardmember or the Supplementary Cardmember, to withdraw or restrict the Cardmember's or Supplementary Cardmember's right to use the Card or the Card Account, or to refuse to authorize any Card Transaction or increase or decrease the Credit Limit or modify or terminate any of the facilities and benefits made available to the Cardmember hereunder. Such action may be taken by the Bank in

respect of all Cardmembers generally or only a specific Cardmember Notwithstanding that the Cardmember may not be in default of for the full/partial amount of the aforesaid loss, damage or expense.

3.3. The Cardmember or a Supplementary Cardmember shall be bound to immediately notify the Bank of any change or imminent change in any information that he or she may have provided in his or her Application Form or other information provided to the Bank and respectively agrees to immediately provide any other information, documents or particulars if requested by the Bank at any time. The Cardmember or a Supplementary Cardmember also agrees to immediately notify the Bank of any occurrence or imminent occurrence of any event that may be relevant to the Terms and Conditions, including but not limited to:

1. His/her intention or plan to travel or reside outside Pakistan.
2. Any change in the Cardmember's or supplementary Cardmember's particulars or other information as stated in the Application Form or any other information or particulars notified/required to be notified to the Bank from time to time, including any change in the Cardmember's or Supplementary Cardmember's bankruptcy, any change in his or her residential or office address or contact number(s), employment or position with his or her employer, as the case may be.

3.4. The Card shall at all times be and remain the property of the Bank. On receipt of delivery of the Card, the Cardmember agrees to be bound by all other Terms and Conditions governing the use of other facilities or benefits which may from time to time be made available in connection with the Card and any variations or amendments thereto which the Bank may apply from time to time at its discretion. Moreover, on receipt of notice of surrender by the Bank, the Cardmember or Supplementary Cardmember (as the case may be) shall forthwith surrender the Card to the Bank.

3.5. The Cardmember and/or the Supplementary Cardmember, as the case may be, declares that the aggregate amount of unsecured finance facilities availed by him or her from the Bank and other banks, in his or her own name shall at no time exceed the amount as prescribed by the State Bank of Pakistan from time to time. Moreover, the Cardmember shall provide any documentation or personal details to the Bank as and when requested by the Bank.

3.6. The Cardmember or Supplementary Cardmember's Multiple Limit shall not exceed the approved/prescribed limit for the said Cardmember or Supplementary Cardmember.

3.7. The card shall be used for personal use only and shall not be used for speculative purposes such as real estate or capital markets.

3.8. The Card shall only be used for personal transactions and the Cardmember cannot make any third party transaction or business transaction on his or her personal Card. Further the Cardmember is not allowed to deposit any amount in his or her Card Account which is excessive to his or her agreed total credit limit.

3.9. In case the Cardmember or Supplementary Cardmember exhausts the Credit Limit sanctioned by the Bank, the Card will not be invalidated but all Card Transactions initiated by the Cardmember or Supplementary Cardmember beyond the Credit Limit may be declined till the Card amount is fully or partly funded.

3.10 The Card shall not be used for the sale, purchase, exchange, or investment of virtual currencies.

4) THE CARD ACCOUNT

4.1. The Bank shall be entitled to claim and receive from the Cardmember any Charges and Liabilities and any other costs or expenses incurred or payable by the Cardmember including Supplementary Card- member under these Terms and Conditions and according to the rates stipulated in the Schedule of Charges. The Cardmember shall be liable to pay to the Bank all such amounts regardless of the manner in which the Card Transaction is conducted or instructions are issued by the Cardmember in relation thereto. In addition, the Bank shall be entitled to claim and receive all losses or damages incurred or sustained by the Bank arising from or relating to the unauthorized use of the Card (or any indemnity herein or otherwise be given) or any breach of these Terms and Conditions by the Cardmember and Supplementary Cardmember. In case the Cardmember including a Supplementary Cardmember is maintaining another account with the Bank, the Bank shall be entitled, in its absolute discretion, to debit such other account(s) and claim/receive from the Cardmember any Charges and Liabilities and any other costs or expenses incurred or payable by the Cardmember including Supplementary Card- member under these Terms and Conditions and according to the rates stipulated in the Schedule of Charges.

4.2. All foreign transactions, made or incurred by the Cardmember in any country except Pakistan on the Card, will be converted from the base currency (i.e. currency of that particular country as allowed by the Bank from time to time) to US Dollars on the international exchange rate applied after which same shall again be converted into Rupees for the purpose of reimbursement from the Cardmember. To settle the Cardmember's foreign spending, the Bank will purchase US Dollars from the open market at the prevailing open market (authorized money changers) rate and will debit the Cardmember's account in Rupees using that rate plus a premium. Foreign transactions may also include foreign airline tickets bought on a Card.

4.3. The Cardmember and the Supplementary Cardmember shall be jointly or severally liable to pay all amounts debited to the Card Account by the Bank as more particularly specified in clauses herein below, unless provided otherwise in these Terms and Conditions with regard to specific provisions.

4.4. In the event that a Card is issued against cash collateral deposited with the Bank or against a lien to be marked on an account of the Cardmember, the Cardmember hereby irrevocably authorizes and empowers the Bank to open a Rupee account as the Bank may deem appropriate and undertakes to deposit therein an initial account opening balance which shall not be less than the Credit Limit. The Cardmember agrees, with respect to any Rupee account opened by the Bank on his or her behalf, that:

1. The Bank may deduct, debit or charge the Card- member any and/or all appropriate fees, including but not limited to handling fees, from the initial account opening balance.
2. No cheque books will be issued in respect thereof and the Cardmember or Supplementary Cardmember will not be entitled to make withdrawals of any credit balance therein but any such credit balances (except to the extent of the initial account opening deposit referred to in applicable clauses may be applied to offset the Cardmember's or Supplementary Cardmember's outstanding amounts during subsequent billing periods, at the sole discretion of the Bank.
3. No profit or return of any type shall be paid or accrued, upon any credit balances maintained in the Rupee account at any time.
4. The Bank may at any time in its sole discretion discharge its entire liability with respect to any such account by mailing to the Cardmember or Supplementary Cardmember, at the address on file, its draft in Rupees without recourse to the Bank as drawer and payable to the order of the Cardmember in the amount of the existing credit balance in the Card

Account deducting there from the amount of any claims that the Bank may have on such funds.

5. All the amounts standing to the credit of the Card Account (less any sums owing to the Bank) are payable solely at the Bank in Pakistan and shall be governed by and subject to the laws in effect from time to time in Pakistan. As used herein, the word "laws" includes, but is not limited to circulars, notifications, regulations and orders of the State Bank of Pakistan and/or other applicable authorities.
6. The Cardmember shall not close his/her Card Account or sever business with the Bank till all Liabilities, Charges, and costs etc. relating to the Card or any Supplementary Card are settled and the Card is returned to the Bank after being cut into half.

4.5. The Cardmember hereby irrevocably authorizes the Bank to effect debit to the Card Account of the Cardmember maintained with the Bank in order to purchase foreign currency notes or other allowed instruments on behalf of the Cardmember to effect remittance, or to instruct money exchangers to effect such remittances on behalf of the Cardmember against payment of equivalent Rupees debited from the Card Account together with all applicable costs, as allowed by the State Bank of Pakistan for settlement of the foreign currency dues/outstanding balance of the Cardmember. In this regard the Cardmember irrevocably authorizes the Bank to purchase or instruct to purchase foreign currency (instruments/cash) from the authorized money changers as allowed by law and accordingly debit the relevant local currency account of the Cardmember (at the sole risk, cost and expense of the Cardmember and/or Supplementary Cardmember) in order to recover all outstanding Rupee and Non-Rupee Charges and Liabilities and all costs and expenses incurred in connection therewith. The Cardmember is required to pay at least the Minimum Payment Amount by the Payment Due Date. In case the Cardmember makes partial payments then in such a case Bank will take into account partial payment made before charging Service Fee or other applicable charges on the outstanding amount. The Cardmember must not deposit cash in the Card or Card Account exceeding their total dues that may raise anti money laundering issues or to avoid violation of any regulation of State Bank of Pakistan.

4.6. The Bank shall issue No Objection Certificate ("NOC") to the Cardmember on permanent settlement/closure of the Card Amount only on receiving a written request by the Cardmember. NOC shall not be issued by the Bank in the absence of such written request by the Cardmember.

5) PAYMENT

5.1. The Cardmember must avail E-Statement facility, through which the Statement of Account will be emailed every month, on the notified e-mail address, unless there has been no outstanding balance or no transactions on the Account since the previous month. On receipt of the same, the Cardmember would be required to pay at least the Minimum Payment Amount indicated in the E-Statement of Account on or before the Payment Due Date. The Cardmember must send the payment before the Payment Due Date to avoid any late payment fee and Service Fee. If the

Cardmember does not receive the Statement of Account within seven (7) days of regular or expected date of receipt of the Statement of Account then in such a case he or she shall be required to call the Bank's Phone Banking Service at 111-556-677 to get the Statement of Account details. (For more information regarding E-Statements the Cardmember can call on the Phone Banking Service at 111-556-677 where the Bank's phone bankers are ready to assist round the clock). The E-Statement contains information on breakup of total amount due, the Minimum Amount Payable and Service Fee along with the method of calculation for purchase of goods or services, cash advances, and other benefits of Card (if different).

Note: Service Fee will not be charged by the Bank on net credit i.e. after deducting the amount paid by the Cardmember. The outstanding amount due to rounding-off of paisas, will not be considered as partial payment and Service Fee will not be charged on it.

5.2. The Cardmember has the option to pay the full balance or Minimum Payment Amount of the outstanding balance as it appears on the front side of the Statement of Account to avoid charges in relation to late/non-payment. However, it is suggested that the Cardmember pays the payable amount by the Payment Due Date. In case the Cardmember makes partial payments then in such a case, the Bank will take into account partial payment made before charging Service Fee or charges on the outstanding amount.

5.3. If the Cardmember is unable to make payment by the Payment Due Date, a late payment fee will be charged to the Card Account. A late payment fee or delayed payment fee specified through the Schedule of Charges or through written notice of the Minimum Payment Amount, whichever is greater (or such other amount as the Bank may specify through the Schedule of Charges or written notice will be charged to the Card Account if Cardmember's payment is not received by the Bank on or before the Payment Due Date.

5.4. In the event that the E-Statement of Account is not received by the Cardmember, the obligations of the Cardmember under these Terms and Conditions, Schedule of Charges and E-Statement of Account to the Bank shall not cease and all applicable Charges and Liabilities shall continue.

5.5. If the Cardmember fails to pay the Minimum Payment Amount reflected in any previous E-Statement by the Payment Due Date stated therein, then in such a case and without prejudice to the Bank's rights and remedies, the Cardmember shall pay to the Bank, in addition to paying the applicable Minimum Payment Amount for the current E-Statement of Account, all arrears of the Minimum Payment Amount payable for earlier periods and any and all fees and Charges relating thereto and the Bank is also entitled to charge auto debit insufficient fund fee/auto debit rejection fee.

5.6. The Cardmember can settle his or her outstanding balance by making payments through following channels:

1. Depositing cash over the counter at any branch of the Bank in Pakistan.
2. If the Cardmember is living outside Pakistan then he or she can make the payment by telegraphic transfer (T.T) which will be subject to applicable charges notified in the Schedule of Charges.
3. Interactive Voice Recorder (IVR) by calling on 111-556-677 for fund transfer or auto debit (for full or minimum payment) if the Cardmember has an account with the Bank.
4. Through the Zindigi Application by manually paying the bill or by applying for Auto Debit
5. Internet Banking.
6. Pay orders and demand drafts.

7. Cheques deposited at any of the Bank's drop box locations. Cheques drawn on within the city or outside the city should be dropped between at least three (3) and seven (7) Business Days (respectively) before the Payment Due Date. The other costs and expenses payable under these Terms and Conditions, Statement of Account or E-Statement of Account and Schedule of Charges shall continue to accrue and for the purpose of calculation and establishment of the date on which payment is due and the fact that, for whatever reason, the Cardmember does not receive the Statement of Account on time or at all, the same shall not free him/her from applicable basic obligation to make the payments to the Bank on time and also it is his/her continuous obligations to show reasonable diligence to ensure that all payments due to the Bank from him/her are made on time.

5.7. If the Cardmember effects full payment of the Balance outstanding in the Card Account on or before the Payment Due Date subject to collection of the required Service Fee, and other fees for Cash Advances payable hereunder, for the period covered by the relevant r E-Statement, the Bank will not charge the Service Fee.

5.8. In addition to the amount payable by the Cardmember, the Bank shall charge the Cardmember and debit to the Card Account a dishonored payment or return cheque fee, if any cheque or other payment order or instruction issued by the Cardmember to the Bank is not honored for any reason whatsoever in relation to payments for current or their E-Statements of Account. The following, without limitation, shall be deemed dishonored payment:

1. If the Bank receives a cheque(s), draft(s) or other payment instrument from the Cardmember/already honored in full, or
2. The Cardmember makes payment to the Bank using the direct debit option and the debit to the relevant account with the Bank, or with another financial institution/bank is not honored in full due to insufficient funds in the said account. However, payment of fee for amount for dishonored payment/return cheque shall not discharge him or her from the liability under the law for dishonored cheque issued by him or her. The Bank is also entitled to charge auto debit insufficient fund fee.

5.9. All payments received by the Bank from the Cardmember may be applied in and towards payments of unpaid fees, Cash Advances, Charges, Liabilities and other costs and expenses in previous or current E-Statements of Account in such order of priority as the Bank may deem fit.

5.10. The Bank's rights against the Cardmember shall not be determined, affected, or prejudiced by any and all amounts payable to the Bank whether actual or contingent or joint or several shall immediately become due or payable upon the death, bankruptcy insanity of the Cardmember/or Supplementary Cardmember and the Card shall immediately cease to be valid and must be returned to the Bank by the legal heirs, legal representatives, executors, receivers, relatives, friends, colleagues etc. of the Cardmember.

5.11. The Bank shall only credit the Cardmember's cheque if the Cardmember has made all cheques payable to their Card Accounts, marked "a/c payee only" and payable in Rupees and should write their Card number, full name on the back of the cheque and always return payment coupon together with the payment. The Cardmember must not send cash in the payment envelope. In case of returned/dishonored cheque(s), Service Fee and other ancillary charges will be charged as per the Schedule of Charges.

5.12. In the event of an attachment order pertaining to the Cardmember's assets or upon his or her, bankruptcy or death, or upon demand by the Bank or any reason whatsoever, or in the case of breach of these Terms and Conditions or Application Form or Schedule of Charges, the Cardmember or their legal heirs or legal representatives, shall settle the debit balances of the

Cardmember immediately. This commitment shall bind the Cardmember's legal heirs and representatives without any objection or challenge.

5.13. If the Cardmember uses the Card to pay for any airline tickets (whether domestic or foreign) by virtue of internet based transactions, the amounts that he or she are subsequently billed in the E-Statement of Account may differ from the amount listed/notified on the airline's website at the time of carrying out the transactions. This is because the purchase of ticket(s) of an airline through internet based transactions may be treated as a foreign currency transaction and the account of the acquiring Merchant for such an airline or its principal/head office being located in a different country. As such, in accordance with Terms & Conditions, the transaction will be subject to all applicable rules and procedures of the Bank for foreign currency/base currency conversion into US Dollars and further conversion of the same into Rupees, based on the exchange rate being used by the Bank at the time of conversion.

5.14. The Bank will credit the Card Account with a refund in respect of a Card Transaction or any payment made in the Card Account or any other credit due to the Cardmember in accordance with its usual practice if and when the Bank receives such refund in Pakistan. Any refund, payment or credit to the Card Account shall not be remitted to the Cardmember unless otherwise decided by the Bank but shall be primarily applied towards the reduction of the Cardmember's Charges or other Liabilities incurred or debited to the Card Account.

5.15. The Cardmember shall not deposit cash in excess of the amount due on their Card Account. In case there is any excess cash in the Cardmember's Card Account, the Bank may refund the excess amount Pay through Order after deducting the Pay Order charges (as per Schedule of Charges).

5.16. The Bank is not responsible for ensuring that Payment Due Date does not fall on a holiday due to sighting of the moon, since the Bank's system does not support holidays due to sighting of moon. In case the Payment Due Date falls on a public holiday due to sighting of the moon, the Cardmember shall make payments before such date.

5.17. If the Cardmember or Supplementary Cardmember goes over his/her Credit Limit on account of nonpayment or levy of any charges, then the Cardmember shall be liable to pay over limit charges as communicated in the Schedule of Charges.

5.18. The Bank has the sole discretion to appoint collection or recovery officers or lawyers for recovery of outstanding dues or to initiate any action allowed by law for recovery of all money owed to the Bank, with or without any prior notice in this regard.

5.19. The Bank's collection or recovery officers may call or visit the Cardmember for the recovery of outstanding dues during any convenient time (between 8:00 A.M. and 9:00 P.M). However, in case the Cardmember is not available during the aforesaid timings then the Bank's collection or recovery officers may visit at a time mutually agreed by the two.

6) DISPUTED ITEMS

6.1. The Cardmember must ensure to carefully read the E-Statement of Account after receiving it and reconcile the transactions with the Statement regularly. In case of disputed transactions or any discrepancy in the E-Statement of Account the Cardmember must immediately inform the Bank in writing within seven (7) days of receipt of the monthly statement billing or Payment Due Date. The Cardmember must retain all the sales slips, Statements and printed receipts evidencing the Card Transactions, as this will help in identifying and rectifying any disputed transaction appearing in the E-Statement of Account. That if sales slip or printed receipt or mini-statement is retrieved for the purpose of investigation of a disputed transaction and it is ascertained by the Bank that the charges

are validly levied then a retrieval fee in accordance with the Bank's Schedule of Charges respectively shall be charged depending on whether the sales slip and printed receipts is retrieved from a local bank or an international bank. The Bank will investigate and inform the Cardmember of the findings of the investigation which shall be final and binding on the Cardmember.

6.2 In case of disputed Card Transactions, the Cardmember should visit the concerned Bank's branch or contact the Bank through any of the below touchpoints within the above noted timeframe:

Call: 021/051 111 556 677

Email: support@zindigi.pk

6.3. If such a request is not sent within above noted time frame, i.e. seven (7) days of receipt of the monthly E-Statement, the card Transaction would be deemed be authentic and the Cardmember shall be bound to make payments for the entire amount.

6.4. When the Cardmember writes to the Bank, then he or she must provide the following information for each disputed Card Transaction:

1. Transaction date;
2. Type of transfer;
3. Transaction description (including Merchant's name);
4. US Dollar amount (if international), and
5. Rupee amount. Moreover, no complaint regarding disputed Card Transaction shall be entertained or addressed if all relevant supporting documents are not timely provided to the Bank.

6.5. All signature related transactional disputes or disputed transactions for all Supplementary Cardmembers shall be the responsibility of the Cardmember.

6.6. In case the investigation report or its findings, carried out by the Bank in response to the disputed Card Transaction request by the Cardmember, turn out to be against the Cardmember (i.e. fault of the Cardmember), the Bank shall pass all the charges imposed by the Merchant/acquirer (for document retrieval etc.) to the Cardmember.

6.7. The Bank will try to resolve the Cardmember's disputed Card Transactions complaint promptly and as per the franchise rules of the VISA Card, or any other relevant international card association, taking into account the nature of the transaction, distances, time zones etc. However, in no case complaint resolution time will exceed forty-five (45) days from the date of complaint for the Card Transaction(s) under dispute originating within Pakistan. The Bank will clearly communicate to the Cardmember in case of any dispute, whether he or she will get temporary credit during the investigation period.

6.8. Service Fee amount will not be charged to the Cardmember during the investigation period. The Bank will recover Service Fee accumulated during the investigation period only when the dispute is settled in favour of the Bank. If the decision turns in the favour of the Cardmember then Bank will refund the amount of disputed Card Transaction(s), even if he or she has canceled the Card after lodging complaint.

6.9. The Bank or Merchant or other authorized parties providing Electronic Funds Transfer facility shall be required retain complete record of electronic transactions in electronic form in the same manner as provided in the Electronic Transaction Ordinance, 2002, for a period as may be determined by the State Bank of Pakistan.

7) CASH ADVANCE

7.1. If the Bank so approves, the Cardmember or the Supplementary Cardmember may use the Card to obtain Cash Advance up to the limit decided by the Bank from time to time, at the Bank's counter, other participating bank counters, financial institutions or ATMs, which accept the Card.

7.2. The Bank shall charge Service Fee on each Cash Advance from the date of each Cash Advance until the date of full payment at the rate specified in the Schedule of Charges per month or such other rate as the Bank may determine from time to time. In addition, the Cardmember shall also be liable to pay Cash Advance fee as specified in the Schedule of Charges on the amount of each Cash Advance obtained from the Bank or other participating banks or financial institutions or ATMs, which accept the Card.

7.3. If the amount (whether on account of purchases, Cash Advances or otherwise) reflected as outstanding under the E-statement, is not repaid in full by the Payment Due Date, Service Fee will be recovered at the rate specified in the Schedule of Charges per month on the daily outstanding balances, commencing from the Card Transaction date till the date of final adjustment.

7.4. The Cards which can be used locally as well as internationally attract an additional charge on international use of the Card only to cover VISA Card International and other charges associated with international use in addition to the Charges defined above.

7.5. In the event the Government of Pakistan declines to permit continued convertibility of Rupee through the services of authorized money changers at any time, the Cardmember agrees to make payment to the Bank in Rupees of all Non-Rupee Charges converted at such rate of exchange as the Bank shall specify for this purpose.

7.6. In the event that the Credit Limit assigned by the Bank in favour of the Cardmember is exceeded by the Cardmember without being authorized to do so by reason of excessive use of the Card, the Bank shall be entitled, without prejudice to other available rights, to additionally charge to the extent of amount overdrawn without authorization and for every day of delay, an amount not exceeding the rate that is applicable to commercial finances allowed by it under the normal course of business. The Cardmember expressly agrees that such additional charges would be a reasonable compensation on account of inconvenience that may be caused to the Bank as a result of Cardmember's breaking the fixed Credit Limit.

7.7. The Bank shall only credit the Card Account with a refund in respect of a Card Transaction in accordance with its usual practice, if and when the Bank receives such refund in Pakistan.

7.8. In any case where the Cardmember has made a mistake, then retrieval Charges for international and local transactions will be charged from the Cardmember as per the bank Schedule of Charges.

7.9. The Cardmember shall be liable to pay all fees and charges that the Bank may impose from time to time for services, extended in terms hereof or due to any other reason such as a change in rules and regulations governing the Card business of the Bank or the imposition of any governmental taxes, levies or duties.

7.10. The Bank may from time to time and at any time revise and and/or change any of these Terms and Conditions including without limitation the charges leviable in respect of the Card services. The charges, fees and rates applicable to the Card and any revision thereof shall be contained in the Schedule of Charges of the Bank displayed at the branches of the Bank as well as the Bank's website and it shall be the duty of the Cardmember to inform himself/herself of the Schedule of Charges. The Cardmember shall ensure that he or she reads and completely understands the Terms and Conditions and Schedule of Charges and amendments thereto made from time to time, as the Cardmember is liable for the use of the Card Including Supplementary Card by the Supplementary Cardmember and the Liabilities and Charges arising thereunder on the Card

Account. Any amendments to these Terms and Conditions shall be sent to the Cardmember at the address provided to the Bank and use of the Card after the dispatch of such amendments shall be construed as an acceptance of the amendments by the Cardmember. Such amendments and revised Schedule of Charges will be effective from the date specified by the Bank for such modification.

8) SECURITY

8.1. The Cardmember hereby hypothecates to the Bank as continuing security for any and all Charges and Liabilities and other amounts outstanding and payable by the Cardmember to the Bank hereunder, all present and future household goods of the Cardmember as well as furniture and fittings of every type and description, household and owned office appliances or equipment such as air conditioners, televisions, refrigerators, computers, cars, vehicles, cash, shares and other valuables etc. ("Hypothecated Property"). The Cardmember further agrees that the Bank or any representative or agent thereof has the right, without further notice, to enter the premises of the Cardmember in the event of non-payment by the Cardmember of any and all charges and/or liabilities and/or amounts payable to the Bank pursuant to these Terms and Conditions and repossess the Hypothecated Property and, without any further notice to the Cardmember, to effect sale of the same by private agreement or public auction, for such amount or amounts and at such price or prices as the Bank in its sole discretion, deems satisfactory. The Cardmember agrees to pay to the Bank all costs and expenses incurred in connection with the enforcement of the security and shall be liable to the Bank for the balance if the proceeds of the sale are deficient to satisfy the entire dues of the Bank. The Cardmember hereby indemnifies the Bank from any and all losses, damages, claims and demands arising out of or in connection with any Bank repossession and/or sale of the Hypothecated Property. The Cardmember further agrees to execute such documents/ instruments/deeds and agreements that the Bank may require pertaining to the creation/perfection of the charge over the Hypothecated Property.

8.2. The Cardmember hereby assumes full liability as principal debtor for all kinds of payment obligations towards the Bank pertaining to his or her own Card and/or any Supplementary Card.

9) SUPPLEMENTARY CARD

9.1. On application of the Cardmember, the Bank may issue a Supplementary Card to any person, not below the age of 13 years, as nominated by the Cardmember and approved by the Bank. The maximum limit for the issuance of a Supplementary Card is capped at the 100% of the Cardmember's limit. This allocated limit is part of the total limit assigned to the Cardmember and cannot exceed the assigned percentage. The Maximum number of Supplementary Card(s) that can be issued to a Cardmember is 6, at the Bank's discretion. This limit/policy is subject to periodic review and amendment, as deemed necessary, as per the Bank's internal policies and regulatory requirements. All Supplementary Cards, including renewal and replacement Supplementary Cards shall be sent in accordance with the Terms and Conditions at the Cardmember's or Supplementary Cardmember's last known billing address at the sole risk of the Cardmember. If a Supplementary Card is issued to the Supplementary Cardmember, the Cardmember and the Supplementary Cardmember are jointly and severally bound by these Terms and Conditions and are jointly and severally liable to the Bank for all charges and liabilities and other costs and expenses incurred or payable by the primary Cardmember and/or the Supplementary Cardmember. The Credit Limit assigned to the Cardmember is inclusive of the Credit Limit of the Supplementary Cardmember.

Moreover, the Cardmember and the Supplementary Cardmember shall not permit the total of the Charges incurred under or through their respective Cards to exceed such Credit Limit. The Cardmember and Supplementary Cardmember accordingly agree and undertake to ensure that the foreign currency balances maintained in the Card Account shall cover, at all times, the amount of the applicable Credit Limit assigned to their respective charges incurred pursuant thereof.

9.2. The undertakings, liabilities and obligations of the Cardmember and the Supplementary Cardmember to the Bank and the Bank's rights herein shall not be affected in any way by any dispute or counter claim or right of set-off which the Cardmember and the Supplementary Cardmember may have against each other. The Cardmember shall however, continue to remain liable as principal debtor to pay to the Bank all charges and liabilities incurred by the Supplementary Cardmember (notwithstanding any legal disability or incapacity of the Supplementary Cardmember which would otherwise preclude such liability). The Cardmember hereby indemnifies the Bank against any losses, damages, liabilities, costs and expenses whether legal or otherwise, incurred or suffered by the Bank by reason of any breach of these Terms and Conditions by the Supplementary Cardmember or by the Cardmember.

9.3. The Cardmember hereby agrees that the Bank may in its sole discretion, compound with or otherwise vary or release the obligations of the Supplementary Cardmember to the Bank without releasing, discharging or diminishing the liability of the Cardmember to the Bank as guarantor for the charges and liabilities of the Supplementary Cardmember and, further, until the Cardmember has fully discharged his or her liability to the Bank hereunder, the Cardmember will not claim or prove in competition or be entitled to any set-off or other right in respect of any payment made to the Bank by the Cardmember in respect of the Charges and/or Liabilities of the Supplementary Cardmember.

9.4. Any payment made by the Cardmember or the Supplementary Cardmember to the Bank shall be allocated towards reduction of the debit balance in the account but the Cardmember and the Supplementary Cardmember Shall continue to remain liable for any outstanding post-payment debit balance, if any, in the Card Account.

10) DISCLOSURE

10.1. The Cardmember or the Supplementary Cardmember shall choose an ATM PIN or T PIN for the use at any Bank or ATM or for Phone Banking Service made available by the Bank. The Cardmember agrees that:

1. The Cardmember or Supplementary Cardmember shall not disclose the ATM PIN or T PIN to any person and shall take every reasonable precaution to prevent discovery of the ATM PIN or T PIN by any person; and
2. The Cardmember shall be fully liable to the Bank for all cash advances and Card transactions made with the ATM PIN or T PIN regardless of whether such cash Advance or Card transaction was with or without the knowledge of the Cardmember or Supplementary Cardmember.

10.2. The Cardmember or Supplementary Cardmember shall not at any time:

1. Write or indicate the PIN or T PIN on the Card or any other paper or book or keep a record of the PIN or T PIN or other security information on materials that may come into the possession of any unauthorized person and shall not allow anyone to see the PIN or T PIN.
2. Use a number or numbers that can be obviously associated with Cardmember or Supplementary Cardmember, for instance their phone numbers, birthday, street number, driving license number or popular number sequences.

10.3. If the Cardmember or Supplementary Cardmember fails to comply with the security requirements contained herein then the Cardmember or Supplementary Cardmember may incur liability for unauthorized use of the Card and the Bank shall not be responsible for any such unauthorized use of the Card. The Cardmember and the Supplementary Cardmember shall always take reasonable steps to keep their card safe and their PIN secret at all times. The Cardmember or Supplementary Cardmember must remember that neither the Bank nor any agency is authorized to ask him or her to disclose the PIN or T PIN.

11) LOSS OF CARD/DISCLOSURE OF PIN OR T-PIN

11.1. If the Card and/or the Supplementary Card is lost or stolen or the ATM PIN or T PIN is disclosed to any third party in whatsoever manner or the Card and/or the Supplementary Card is handed over by the Cardmember or the Supplementary Cardmember to a third person, the Cardmember and/or the Supplementary Cardmember shall immediately notify the said loss, theft or disclosure with all material particulars including the Card and/or the Supplementary Card number to the Bank in writing and shall request the Bank to suspend/cancel/block the operations on the Card and/or the Supplementary Card reported lost or stolen, and upon receipt of such report from the Cardmember and/or the Supplementary Cardmember, the Bank shall as soon as reasonably possible suspend/cancel/block the operations of the Card and/or the Supplementary Card and the Card Account. The Cardmember shall be responsible for all consequences if the Card is used towards reduction of the debit balances in the Card Account and shall continue to remain liable for any outstanding post payment debit balances, if any, in the Card Account. The Cardmember, including a Supplementary Cardmember, shall be responsible for the safe custody of the Card issued to them.

11.2. The Cardmember agrees that the Bank has the right to recover all unauthorized Charges or Cash Advances made prior to reporting of the loss or theft, provided that the Cardmember is not liable for any unauthorized Card Transaction made subsequent to reporting such loss, theft or disclosure of PIN if there is due notification by the Cardmember or Supplementary Cardmember of such loss, theft or disclosure to the Bank as specified herein above, on condition that such loss, theft or disclosure is not due to the negligence or default of the Cardmember or the Supplementary Cardmember and clause 11.1 and the Terms and Conditions herein have been complied with by the Cardmember to the satisfaction of the Bank.

11.3. Any lost or stolen Card subsequently recovered by the Cardmember or Supplementary Cardmember shall immediately be returned to the Bank, cut in half, without any further use. The Cardmember or Supplementary Cardmember shall not use the PIN or T PIN after reporting to the Bank of the disclosure of the same to any third party.

11.4. The Bank may in its absolute discretion, issue a replacement card for any lost or stolen card on these Terms and Conditions or such additional Terms and Conditions as the Bank may deem fit and charge a fee for the issuance of a replacement card.

11.5. If the Cardmember has a complaint or any problem with respect to the Cardmember's monthly statement, the Cardmember is required to contact the Bank immediately. and the Bank will try to resolve the Cardmember's problem. If the Cardmember or the Supplementary Cardmember is/are aware of any fraudulent in or unauthorized transaction, the Cardmember or the Supplementary Cardmember (as the case may be) shall be required to inform the Bank as soon as the Cardmember or the Supplementary Cardmember (as the case may be) discover(s) such transaction. The Bank

may be contacted 24 hours a day at 111-556-677 for local callers and at 0092-800-78900 for international callers. Expenses so incurred shall be borne by the Cardmember. Moreover, if the problem cannot be resolved immediately to the satisfaction of the Cardmember then:

1. The Bank will advise the Cardmember in writing of the Bank's procedures for investigation and resolution of complaints; and
2. If the Bank asks the Cardmember for a written confirmation or statement regarding the Cardmember's or Supplementary Cardmember's dispute, the Cardmember agrees to give the same to the Bank.

11.6. Except as required by law, the Bank is not responsible for goods or services charged with the Card, or if a Merchant refuses to accept the Card. Merchants may impose their own additional restrictions on using the Card and the Bank is not responsible for this. The Cardmember or Supplementary Cardmember must raise any claim or dispute directly with the Merchant concerned.

12) TERMINATION

12.1. The Cardmember may at any time inform the Bank of his or her intention to close the Card Account and to terminate the use of all or any Cards, including Supplementary Card(s) by giving a prior notice in writing and returning all Cards to the Bank, cut into two halves and ensuring the chip (in case of chip card) is damaged. The Card Account shall be closed only after the receipt by the Bank of all Cards, cut in half and after full payment to the Bank in respect of all Charges and Liabilities.

12.2. If the use of all or any Card(s) is terminated under the terms hereof, all Charges and Liabilities of the Cardmember and the Supplementary Cardmember, whether actual and contingent, shall become immediately due and payable to the Bank. The Cardmember and the Supplementary Cardmember shall be jointly and severally liable to the Bank for all Charges and Liabilities until the Bank's receipt of all Cards cut in half and full payment from the Cardmember and/or the Supplementary Cardmember for all outstanding Charges and Liabilities and other costs and expenses in connection therewith are paid. The Bank shall not be liable to refund the annual membership fees or any part thereof to the Cardmember in the event of the termination of use of the Card and the relevant Card Account.

12.3. The Cardmember shall terminate the Card and Card Account according to the provisions of this clause in case he or she does not agree to any of the terms and conditions subject to the condition that all amounts accrued, due and payable till the time of such termination shall be paid to the Bank by the Cardmember before such termination. However, continuing the usage of the Card and/or the Supplementary Card in any manner shall be deemed that the Cardmember or Supplementary Cardmember agrees and accepts the terms and conditions and shall remain responsible to fulfill his or her obligations there against.

13) EXEMPTION, INCLUSION

13.1. The Bank is not liable for any loss or damage howsoever incurred or suffered or sustained by the Cardmember or the Supplementary Cardmember by reason of the Bank or any Merchant or participating bank or financial institution or ATM or other party refusing to allow a Card Transaction or accept the Card or the Card numbers or the PIN or T PIN or to extend or provide Cash Advance

up to the Credit Limit.

13.2. The Bank is not liable in any way for the quality, quantity, sufficiency, acceptability of goods and/or services reserved or purchased by the use of the Card or for any breach or non-performance of any Card Transactions by a Merchant. In the event of any dispute between the Cardmember and the Bank or any Merchant or any other person, the Cardmember's liability to the Bank shall not, in any way be affected or reduced or suspended by such dispute or any counter claim or right of set-off which the Cardmember may have against such Merchant or other person.

13.3. The Bank is not liable in any way to the Cardmember or Supplementary Cardmember for any loss or damage of whatever nature or arising from any disruption due to any failure or defect in any ATM or other machine or communication system facilities or data processing system or transmission link or due to or from any industrial or other dispute or any other thing or cause beyond the control of the Bank.

13.4. The Cardmember or the Supplementary Cardmember hereby acknowledges that the Charges and Card Transactions executed and paid pursuant to these Terms and Conditions are and shall continue to be in accordance with all applicable laws, regulations, rules, circulars and directives as may be amended from time to time governing the use of Cards for the time being in force in Pakistan and further hereby indemnifies the Bank against any fines, losses, and/or damages incurred or suffered by the Bank in the event of contravention of such laws, regulations, rules, circulars and directives by the Cardmember and Supplementary Cardmember at any time.

14) VARIATION OF ITEMS

14.1. The Bank may from time to time and at any time change, amend, add or delete any of these Terms and Conditions, including without limitation to the generality to the foregoing, the terms relating to payment, percentage rates, Charges, Service Fees and other applicable costs, expenses, charges and fees and accordingly notify the Cardmembers by inclusion in the E-Statement of Account or through a letter intimating such amendment in the Terms and Conditions/Schedule of Charges as the case may be or displaying such amendment on the website of the Bank or through advertisement or by displaying at any prominent place in the branches of the Bank or at ATM Machines. Such changes, additions or deletions shall be made available at least thirty (30) days in advance and shall be effective from any date as specified by the Bank or if contained in the E-Statement of Account, from the date of the E-Statement of Account unless otherwise notified. Such additions, amendments and deletions made by the Bank, at its sole discretion, shall be binding on the Cardmember and the Supplementary Cardmember, if any.

14.2. Retention by the Cardmember or Supplementary Cardmember of the Card after receipt of any changes, additions or deletions in these Terms and Conditions pursuant to clause shall constitute notice of the Cardmember's or Supplementary Cardmember's acceptance of such amended Terms and Conditions without reservation.

14.3. In the event of Cardmember's and Supplementary Cardmember's non-acceptance of such Terms and Conditions, as amended, the Cardmember must immediately terminate the use of the Card in accordance with Suspension/Termination of the Card as provided in Clause 14.1 herein above.

15) DISCLOSURE

15.1. The Cardmember or Supplementary Cardmember hereby irrevocably and unconditionally authorizes the Bank to disclose any information relating to the Card Account, the use of the Card, the particulars and the financial affairs of any Cardmember to any Merchant, bank, financial

institution or any of the Bank's branches and related or affiliated concerns or any member of the international VISA Card Network or any third party under some legal obligation required under applicable law or as the Bank may, in its sole discretion, deem appropriate.

16) NOTICES

16.1. All Cards, PINs, Notices, E-Statements of Account demands or any other communication under these Terms and Conditions (hereinafter collectively called "Communications") may be delivered personally or by courier or be sent by ordinary post to the last known billing or other address of the Cardmember/and such communications shall be deemed to have been served on the Cardmember on the day of the delivery, if delivered by hand, and on the next business day after posting, if sent by courier. All communications under these Terms and Conditions sent to the Cardmember shall be deemed to have been communicated by the Cardmember to the Supplementary Cardmember.

16.2. Notwithstanding the aforesaid, the Bank shall be entitled at its absolute discretion to rely and act on any notices, requests or instructions which are or purport to be from or given on from any fines, losses and or damages incurred, suffered or sustained by the Bank in the event of contravention of such laws, regulations, rules, circulars and/or directives by the Cardmember or Supplementary Cardmember at any time. 16.3. Any notice, request or instruction to be given by Cardmember to the Bank under the Terms and Conditions shall be given in writing and sent by registered post with acknowledgment due and shall take effect only one (1) business day or such longer period as the Bank may require after the Bank's actual receipt of such notice.

17) INDEMNITY

17.1. The Cardmember and Supplementary Cardmember undertake and agree to indemnify the Bank and hold it harmless against any loss, damage, liability, cost and expense, whether legal or otherwise, claim and action which the Bank may incur by reason of these Terms and Conditions or any breach thereof or the enforcement of the Bank's rights as herein provided (including any loss incurred or suffered or sustained by the Bank in the event of any governmental restrictions imposed or payment by the Cardmember by way of cash or any other mode of payment).

18) RIGHT OF SET-OFF

18.1. The Bank may at any time or from time to time and without further notice or liability in any manner to the Cardmember or Supplementary Cardmember combine or consolidate or merge or amalgamate any one or all accounts of the Cardmember or Supplementary Cardmember maintained with the Bank in any branch or any affiliate or subsidiary (whether current or deposit or of any other nature and in whatever currency) and the Bank shall also have the right to set-off or apply or adjust any money standing to credit of any one or more of such account in/or towards satisfaction of the outstanding balance of the Card Account. Where such combination, consolidation and/or set off requires the conversion of one currency into another, the Bank shall be entitled to effect such conversion at such rate of exchange prevailing on the day of such combination, consolidation and/or set-off as the Bank may apply in accordance with the Bank's usual banking practice in such connection and all exchange risks, losses, premium, commission and other Bank Charges shall be borne by the Cardmember.

18.2. The Bank's right to set-off shall be deemed to include implied authorization of the Cardmember

or Supplementary Cardmember before his/her/their death and same shall continue to subsist till the Bank is informed in writing about such death. Upon receiving this information the Card and the Card Account shall be blocked for new transactions according to the Bank's policies.

19) WAIVER

19.1. The Bank may at any time waive either unconditionally or otherwise any of these Terms and Conditions or any default or breach by the Cardmember or Supplementary Cardmember provided that such waiver is given in writing by the Bank and saved as aforesaid, no condoning or excusing of and no neglect or forbearance on the part of the Bank of the default or the breach of these Terms and Conditions shall operate as the waiver of the Bank's rights and power and no waiver shall be referred from or implied by anything done or not done by the bank unless expressed in writing by the Bank. Any waiver if given in writing shall operate only as waiver of the particular subsequent matter to which it relates and shall not operate as a waiver or any of these Terms and Conditions.

20) FULL FORCE AND EFFECT

20.1 These Terms and Conditions shall remain in full force and effect from the signing of the Application Form and handing over or dispatch of the Terms and Conditions and issuance of the Card and same shall stay in effect until the Bank acknowledges receipt of all Cards cut in two halves and ensure the chip is damaged and full payment of the Cardmember's or Supplementary Cardmember's Charges and Liabilities payable to the Bank including other costs and expenses related thereto.

20.2. These Terms and Conditions shall apply to Additional Cards and Additional Cardmembers and shall include any special instructions and/or provisions in relation to the Additional Cards and Additional Cardmembers, respectively, that may be issued/applied by the Bank, from time to time.

21) SEVERANCE

21.1. Each of these Terms and Conditions shall be severable and distinct from one another and if at any time any one or more of such Terms and Conditions is/are or become/s invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

22) OTHER TAXES AND GOVERNMENT LEVIES/DUTIES

22.1. The Bank also reserves the right to levy applicable excise duty or other charges to be determined, affected or prejudiced by, and all amounts payable to the Bank, actual or contingent or joint or several, shall immediately become due and payable upon the death of the Cardmember and/or Supplementary Cardmember. Furthermore, the Cardmember and Supplementary Cardmember must agree to reimburse the Bank for any other similar taxes or levies or imports or cesses payable in connection with the use of the Card or the Card Account.

23) ASSIGNMENT OR TRANSFER OF INTEREST

23.1. The Cardmember and Supplementary Cardmember hereby agree that the Bank may with or without any notice to the Cardmember, in its sole discretion, assign, discount or otherwise transfer part or all of its rights, obligations and interests herein (and or in any goods hypothecated by the

Cardmember pursuant hereto) to any third party for such consideration or otherwise, as the Bank deems appropriate.

24) RENEWAL OF CARD

24.1. The Bank may issue a new card or cards upon instructions duly received by the Cardmember according to its policies, the Bank also reserves the right in its sole discretion not to reissue a card or renew the Card keeping in view the conduct of the Cardmember. The Cardmember shall continue to remain bound by these Terms and Conditions and any amendments thereto.

25) GOVERNING LAW

25.1. These Terms and Conditions are governed by and shall be construed in accordance with the laws of Pakistan and the Cardmember and Supplementary Cardmember hereby submit, to the jurisdiction of competent courts in Pakistan.

26) DEBT COLLECTIONS

26.1. The Bank reserves the right to contact the Cardmember through any mode of communication to recover the debt, as per the State Bank of Pakistan's Fair Debt Collection Guidelines. This includes visiting the Cardmember as soon as he or she misses out on a payment and their outstanding debt remains overdue. The Bank also reserves the right to contact Supplementary Cardmembers and their family, friends, neighbours, employer or other third parties if they are out of contact for thirty (30) calendar days post missing a payment. In case Cardmember is contacted but same still remain delinquent, the Bank reserves the right to provide his or her information to the third parties mentioned above to recover the outstanding payment.

27) PRIVACY POLICY

27.1. Except as provided herein the Bank shall treat the Cardmember's and Supplementary Cardmember's personal information as private and confidential (even after Card Account has been terminated or closed). Nothing about the Cardmember's and Supplementary Cardmember's relationship with the Bank or the Cardmember's and Supplementary Cardmember's name and address will be disclosed to anyone, other than in accordance with the terms set out below;

1. Where the Bank or third party (acting on Bank's behalf) are legally compelled to do so; or
2. Where there is a duty to the public to disclose; or
3. Where the Bank's interest requires disclosure; or
4. Where disclosure is made at the Cardmember's request or consent; or
5. Where for the purpose of credit reporting, verification and risk management, the Bank exchanges information about the Cardmember and Supplementary Cardmember with any institution as it deems fit.
6. Where the Bank for the promotion of its products use the information for promotional purposes.

28) ARBITRATION

In the event of any dispute, doubt or question arising between the Bank and Cardmember regarding interpretation, meaning or effect of the Terms and Conditions or any part thereof, or their respective

rights and liabilities hereunder, the same shall be referred to arbitration under the Arbitration Act, 1940 and the award of the arbitrator or arbitrators or the umpire, as may be mutually agreed by the parties, shall be based on the VISA Card by-laws and rules and shall be binding on the parties thereto, the cost of proceedings of which shall however be borne by the losing party. The place of arbitration shall be Pakistan and arbitration shall be conducted in the English language.

29) AMENDMENTS OF OFFERS

The Bank reserves the right to modify, suspend, or discontinue any promotions, discounts, cashback offers, or similar programs at any time without prior notice. Such modifications, suspensions, or discontinuations may be due to operational, regulatory, or other business considerations. Nevertheless, the Bank shall not be held liable for any loss or inconvenience caused to customers due to the modification, suspension, or discontinuation of any offer whatsoever.

II) TERMS AND CONDITIONS OF INSTALLMENT PLAN FACILITY

Effective date of this facility or withdrawal date of this facility may be intimated on the Bank's website or leaflets or brochure(s) or advertisement in the newspaper or by posting notice thereof at any conspicuous place in the Bank's branches or ATM(s) for a tenure mentioned therein. This facility may be withdrawn by the Bank without assigning any reason. This facility may be availed by the Cardmember or Supplementary Cardmember by using Phone Banking Service of the Bank or by submission of duly filled and signed Application Form of the Bank along with required documents (if any).

1) GENERAL

1.1. The purpose of the Installment Plan is to enable the Cardmember or the Supplementary Cardmember to purchase or acquire goods and services through a Card Transaction using the Credit Limit on the Card specified by the Bank or converting the balance in respect of the Card and to make payments in equal monthly installments under the Installment Plan in accordance with the terms hereof and the Credit Card Terms and Conditions.

2) ELIGIBILITY

2.1. The Installment Plan is offered exclusively to the Cardmembers or the Supplementary Cardmember subject to the condition that payments against his or her Card are regular or in good standing and made on or before the Payment Due Date as per the Terms and Conditions of (both) the Card and also the Installment Plan and the Cardmember or the Supplementary Cardmember has an available Credit Limit on the Card Account.

2.2. All goods and services and all transactions, balance transfers from credit cards, payments through pay orders made within or outside Pakistan can be converted into the Installment Plan subject to the Terms and Conditions applicable to the Card stated herein above.

3) AVAILING THE INSTALLMENT PLAN

3.1. The Cardmember or the Supplementary Cardmember may avail the Installment Plan by calling the Bank's Phone Banking Service at 111-556-677 and also inform the Bank's relevant branch Staff of the details pertaining to the Installment Plan including the amount to be booked (minimum amount of PKR. 5,000/- only), choosing from the Installment Plan Term or Period of three (3) to sixty (60) months (in multiples for six (6) months) onward tenor. Subject to the Bank's approval the Cardmember or Supplementary Cardmembers may avail the Installment Plan in accordance with the terms hereof and the Credit Card Terms and Conditions.

3.2. The Bank shall process and authorize an Installment Plan provided that the amount is within the available Credit Limit. The Installment Amount shall include the principal amount plus the installment Service Fee (which is the Equal Monthly installment Amount) for the month and the same will be duly notified to the Cardmember or the Supplementary Cardmember.

3.3. The Cardmember or the Supplementary Cardmember shall pay the Installment Plan Amount by way of the Installment Plan's Monthly Installment in accordance with the terms hereof and the Credit Card Terms and Conditions. The Cardmember or the Supplementary Cardmember, as the case maybe, undertakes to have fully understood the said Terms and Conditions and also acknowledges to abide by and comply with the agreed repayment schedule.

3.4. A Cardmember or the Supplementary Cardmember may avail multiple Installment Plans as are permitted by the Bank under his/her Credit Limit.

4) BILLING AND PAYMENT OF INSTALLMENT PLAN

4.1. The Installment Plan's Monthly Installment shall be billed to the Cardmember or the Supplementary Cardmember (as the case may be) starting immediately from the next E-Statement of Account after the date of availing the Installment Plan and every month thereafter until the Installment Amount is settled and paid in full by the Cardmember or the Supplementary Cardmember (as the case may be).

4.2. Where a Cardmember or Supplementary Cardmember avails the Installment Plan, the Minimum Payment Amount on the E-Statement of Account shall include the Monthly Installment.

4.3. If the Cardmember pays less than the Minimum Payment Amount on the Payment Due Date specified in the E-Statement of Account, the Cardmember shall become liable to pay Service Fee/Charges in accordance with the Credit Card Terms and Conditions.

4.4. The Cardmember may change the Installment Plan Period or pay the Installment Plan Amount in full, subject to the Bank's approval and the payment by the Cardmember of applicable Installment Plan Charges.

4.5. In case the Card is canceled or terminated under the Terms and Conditions, the Installment Plan will stand terminated automatically and the Cardmember or Supplementary Cardmember shall be liable to pay the remaining Installment Plan Amount, along with pre-payment charges, immediately upon receipt of the E-Statement of Account.

5) SECURITY

5.1. Goods purchased under the Installment Plan shall be deemed to be hypothecated in favor of the Bank pursuant to the provisions of the applicable clauses of the Terms and Conditions. The Cardmember or Supplementary Cardmember shall not sell, rent out, mortgage or assign the goods

or encumber the same or in any other manner transfer the goods or any interest therein to any person or party. The Cardmember or Supplementary Cardmember shall exercise proper diligence in the use and maintenance of the goods.

6) LIABILITY FOR PRODUCT AND SERVICE

6.1. The Bank shall not be liable for any damage or loss incurred by the Cardmember or Supplementary Cardmember arising out of the purchase, installation, use or otherwise or of the goods and, or services under the Installment Plan or for any negligence, breach of statutory or other duty on the part of the Merchant nor be responsible in any way for the quality of the goods and, or services purchased or acquired under the Installment Plan or otherwise. Any complaint as to the quality of goods purchased or services acquired through the Installment Plan shall be referred to the Merchant directly and shall not affect the Cardmember's or Supplementary Cardmember's obligations under the installment plan.

7) MODIFICATIONS, AMENDMENTS AND CANCELLATION

7.1. The Bank is entitled at any time and with or without any prior notice or liability to the Cardmember or Supplementary Cardmember in any manner whatsoever to terminate the Installment Plan or cancel or vary its benefits or features, or vary or add or delete any of the Installment Plan Terms and Conditions. The Bank is also entitled to determine the minimum amount allowed under the Installment Plan.

7.2. The Cardmember is entitled at any time, with prior notice to the Bank to terminate the Installment Plan. In such a case, the Cardmember or the Supplementary Cardmember shall be liable to pay prepayment penalty, as per Schedule of Charges.

7.3. The Bank reserves the right to disqualify Cardmember or the Supplementary Cardmember from further participation, if in its judgment, the Cardmember or Supplementary Cardmember has in any way violated the applicable Installment Plan Terms and Conditions and/or the Credit Card Terms and Conditions and/or for any reason that the Bank deems fit without assigning any reason whatsoever.

7.4. The Bank shall be entitled to disallow or refuse instructions submitted by the Cardmember and/or Supplementary Cardmember under any promotion introduced regarding the Installment Plan for buying products from different Merchants, without assigning any reason whatsoever

8) INDEMNITY

8.1. The Bank shall not be liable if it is unable to perform its obligations under the Installment Plan Terms and Conditions whether directly or indirectly due to the failure of any machinery or communication system, industrial dispute, war or act of God or anything outside the control of the Bank. Nor shall the Bank be responsible for any delay in the transmission by the Merchant or any other third party to the Bank of evidence of the application by the Cardmember and Supplementary Cardmember for the Installment Plan.

8.2. These Installment Plan Terms and Conditions shall be without prejudice to the Credit Card Terms and Conditions governing the issue of and use of the Card, and the Credit Card Terms and Conditions shall also be applicable to the Installment Plan. If at any time, dispute arises in connection with the Installment Plan or Installment Plan Terms and Conditions with the Terms and Conditions of the Card, the Bank's decision in connection with the same shall be final and binding on the Cardmember and/or the Supplementary Cardmember.

III) PHONE BANKING SERVICES

PHONE BANKING SERVICES

1. The Bank shall provide Cardmember and the Supplementary Cardmember, if any, with all the services and facilities, which are or may from time to time become part of the Phone Banking Services in respect of the Card Account. The Cardmember accepts that at his or her request, the Bank has agreed to provide the Cardmember and the Supplementary Cardmember, if any, the facility of availing the Phone Banking Services of the Bank, by either giving instructions through telephone (which will be accepted by the Cardmember and/or the Supplementary Cardmember, either manually or by an automated system) or through written standing instructions that may be given to the Bank by the Cardmember and/or the Supplementary Cardmember. The Bank may issue a T PIN to the Cardmember and the Supplementary Cardmember for utilizing the Phone Banking Services.
2. The Cardmember shall not knowingly or unknowingly disclose the T PIN or other identification particulars to any person and shall take all precautions to prevent such disclosure and they shall continue to remain liable to the Bank for all Card Transactions made with the same whether with/without the knowledge of the Cardmember. The Cardmember also agrees to assume liability in respect of Card Transactions made by any Supplementary Cardmember.
3. Any person using Phone Banking Services and providing details and necessary verifications will be able to give instructions through the telephone and the Bank does not undertake any responsibility and shall not be liable for carrying out instructions given through Phone Banking Services, even though such instructions have not been issued by the Cardmember.
4. In consideration of the Bank agreeing to act on the Cardmember's oral instructions specified through the telephone or by the Cardmember's usage of the Phone Banking Services in respect of such facilities as may be offered by the Bank from time to time, no claim against the Bank shall be made in respect of the Bank's providing Phone Banking Services, by the Cardmember and/or the Supplementary Cardmember and/or any other person.
5. The Cardmember and Supplementary Cardmember, if any, agree that any instructions given by him/her in respect of the Phone Banking Services may be tape-recorded and monitored by the Bank, and that the same may be produced as evidence in a court of law in the event of any dispute(s) between the Bank and the Cardmember and/or Supplementary Cardmember.
6. The Cardmember and/or the Supplementary Cardmember further undertake(s) not to deny the genuineness of any such oral instructions, and agree(s) that the Bank may suspend any action or ignore any such instructions, if the Bank in its absolute discretion deems fit.
7. The Cardmember agrees that the Bank may debit any of the Cardmember's Card Account maintained with the Bank for all outstanding, costs, charges or other amounts, which may be incurred as a consequence of, or in respect of the provision by the Bank to the Cardmember any or all of the facilities under Phone Banking Services. The Customer shall ensure there are sufficient funds or pre-arranged credit in the Card Account(s) for the purpose of implementing any instructions

through Phone Banking Services and the Bank shall not be liable for any consequences arising out of the Bank's failure or delay in implementing such instructions owing to insufficient funds and or credit facilities, provided that if the Bank shall, at its absolute discretion, decide to implement the instructions notwithstanding such insufficiency, the Bank may do so without seeking prior approval from or notice to the Cardmember and the Cardmember shall be liable to repay the Bank the amount of debit thereby created along with any fees or charges.

8. The Cardmember and Supplementary Cardmember, if any, further understand and accept that compliance by the Bank with the aforesaid oral instructions shall be subject to the internal policies of the Bank, which may be altered from time to time.

9. No waiver shall be inferred from or implied by anything done or not done by the Bank unless expressed in writing by the Bank. Any waiver if given in writing shall operate only as waiver of the particular or subsequent matter to which it relates and shall not operate as a waiver of any of these Terms and Conditions.

10. The Cardmember acknowledges and accepts that he/she shall have no claim against the Bank on account of the Bank relying on his/her instructions given to the Bank through Phone Banking Services, and irrevocably agrees to indemnify and keep the Bank safe and secured against any and all direct or consequential losses, costs, damages, expenses, claims, penalties, litigation or objections of any nature whatsoever arising therefrom.

11. The Cardmember acknowledges that the issuing of verbal instructions involves inherent risk, including but not limited to risk associated with fraud and unintended/erroneous instructions, which the Bank cannot eliminate. The use of the Bank's Phone Banking Services implies that the Cardmember fully understands the limitations and inherent risk of verbal instructions for carrying out financial transactions and agrees to the conditions of use in force at that time. The Cardmember hereby exempts the Bank of all responsibility and accepts any and all risks associated with execution of his/her instructions.

IV) TERMS AND CONDITIONS OF SMS ALERTS FACILITY

1) DEFINITIONS

Unless the context requires otherwise, the following words have the respective shall meanings ascribed hereto; terms not defined herein shall bear the same meaning as ascribed to such terms under the Terms and Conditions:

1. "Access" means the use of the Network for the purpose of providing SMS-based access to Account Information to the Cardmember.
2. Cardmember by the Bank at the specific request of the Cardmember.
3. "Account" means a specific Account or more than one Account which is linked to the Network at the request of the Cardmember thereby enabling him or her to utilize the Services.
4. "Account Information" means information pertaining to the Card Account(s) maintained by the Cardmember with the Bank.
5. "Cellco" means the cellular phone company to which the Cardmember subscribes.
6. "Customer" means any individual/Cardmember who maintains a bank account(s) with the Bank and is a subscriber of cellular phone services offered by the Cellco.
7. "Network" means access to the Services over the GSM/TDMA cellular telephone network of the Cellco.
8. "Product Information" means the information pertaining to various products of the Bank provided to the Cardmember from time to time at the Bank's discretion.

9. "Services" means the SMS-based information services provided to the Cardmember through the Network.
10. "SMS" means short message service which includes the storage, routing and delivery of alphanumeric messages over the GSM/TDMA telecommunications system.

2) AVAILABILITY AND ACCESSIBILITY

2.1. The Cardmember, being a Cellco subscriber, has requested to utilize the Services in accordance with the Terms and Conditions set out in this section as well as the Terms and Conditions, as far as the same may be applicable. In the event of conflict between the provisions set out herein and the Terms and Conditions, the provisions herein shall prevail.

3) CONDITIONS OF USE

3.1. The Cardmember accepts full responsibility in respect of the security and confidentiality of his/her mobile phone/mobile phone number to be used in initially gaining Access to his/her Account Information through the use of his/her mobile phone.

3.2. The Cardmember shall at all times remain absolutely and exclusively responsible for familiarizing himself/herself with and understanding the detailed process for using the Services.

3.3. The Cardmember acknowledges that the Services of the Bank will be implemented in different phases and that the Bank may decide to add certain facilities in addition to the Services already provided. Conversely, the Bank may in its absolute discretion decide to cancel or remove any part of or the entire Services being provided to the Cardmember at any time without prior notice in respect thereof.

3.4. The Bank may at any time decide to change the format and/or the features of the Alerts provided to the Cardmember and the Cardmember shall remain wholly responsible for keeping himself updated in respect of such changes. The Bank shall use its best endeavours to notify such changes through its website or through any other legally recognized medium of Communication.

3.5. The Cardmember shall remain solely responsible for intimating in writing to the Bank any change in his mobile phone number and the Bank will not be liable in the event that any information is sent to a mobile phone number which is no longer in use by the Cardmember.

3.6. The Cardmember acknowledges and accepts that the Services being provided are dependent on the infrastructure, connectivity and services being provided by the Cellcos within the country and that the timeliness and accuracy of the information sent by the Bank will depend on factors affecting the Network within the country. The Bank shall not under any circumstances whatsoever, be liable for non-delivery or delayed delivery of information nor for error, loss or distortion in transmission of information to the Cardmember.

3.7. The Bank shall endeavour to provide the Services to the Cardmember on a best effort basis and the Cardmember shall not under any circumstances whatsoever, hold the Bank responsible nor liable for the non-availability of the Services or the non-performance of the Network, the Cellco or any other service provider.

3.8. The Cardmember shall be responsible to promptly inform the Bank in the event that he/she wishes the Services to be permanently discontinued or temporarily suspended. The Bank shall not under any circumstance whatsoever, be held liable by the Cardmember in the event that there is a delay by the Bank in implementing such instructions.

4) WITHDRAWAL OR TERMINATION

4.1. The Bank may at any time and without providing prior notice or assigning any reason to the Cardmember, withdraw part or whole of the Services relating to mobile banking. phone Liabilities incurred by the Cardmember shall, however, survive the termination of this Agreement

4.2. The Services being provided by the Bank in relation to mobile phone banking facilities may be temporarily suspended at any time for the purposes of carrying out repair and maintenance work in respect thereof. Such suspension may also be carried out in respect of any security damages incurred by the Cardmember or a third party arising out of or in connection with the use of the Services including but not limited to any/all losses and damages resulting from negligence, theft and/or fraud provided however, that there is no gross negligence on the part of the Bank. Additionally, the Bank shall not be liable for any expense, claim, loss or damage arising out or in connection with providing notice to the Customer. The Cardmember shall be liable for payment of such airtime or other charges which may be levied by the connection with Cellco in receiving the Alerts and the Bank is in no way connected with the same. In the event that the Customer is required to make the Bank any payment in connection with the use of the Services, the Bank shall have the right to debit the Cardmember's Card Account(s) with the Bank.

5) FEES

5.1. The Bank may at any time, at its sole discretion, charge a fee for the use of any or all of the Services, upon change the format and/or the features of the Alerts provided to the Cardmember and the Cardmember shall remain wholly responsible for keeping himself updated in respect of such changes. The Bank shall use its best endeavours to notify such changes through its website or through any other legally recognized medium of communication.

6) DISCLAIMER

6.1. The Bank nor its employee/contractual staff will be liable for: (a) any unauthorized of the Cardmember's PIN; or (b) mobile phone number/instrument in respect of any fraudulent, duplicate or erroneous information given by use of the same; (c) acting in good faith on any instructions received by the Bank; (d) error, default, delay or inability of the Bank to act on any instructions received by the Cardmember in respect of the Services and (e) unauthorized access by any other person to any instruction given by the Cardmember or breach of confidentiality.

6.2. The Bank will not be held responsible for any failure or delay on the part of the Cellco to reload prepaid airtime of the Cardmember nor will the Bank be concerned with or held responsible for the suspension or permanent/temporary blocking of airtime allocated to Cardmember utilising post paid airtime from the Cellco. Cardmember's complaints against the Cellco will be addressed directly by and between the Cardmember and the Cellco.

6.3. The Bank shall not be concerned with any dispute that may arise between the Cardmember and the Cellco and makes no representation nor gives any warranty with respect to the quality of the service provided by the Cellco or guarantee for timely delivery or accuracy of the contents of each SMS.

6.4. All responsibility of use of the Services by Cardmember shall be binding on him or her.

7) DISCLOSURE

The Cardmember authorizes the Bank (and its affiliates) and its personnel and employees to access and transmit the information relating to the Card Account(s) as well as send Alerts to the Cardmember through the Network in order to provide the Services to the Cardmember and to give effect to any instructions by the Cardmember in connection with such Services.

8) INDEMNITY AND LIABILITY

The Cardmember shall indemnify and keep the Bank free and harmless from and against all liabilities, losses, claims, damages incurred by the Cardmember or a third party arising out of or in connection with the use of the Services including but not limited to damages any/all losses and resulting from negligence, theft and/or fraud provided however, that there is no gross negligence the part of the Bank. Additionally, the Bank shall not be liable for any expense, claim, loss or damage arising out or in connection with this Agreement including but not limited to loss or damage resulting out of force majeure (which means any circumstances beyond the reasonable control of the Bank including without limitation, any Act of God, storm, typhoon, earthquake, electrical, technical, computer related or mechanical failures).

9) ALTERATION

The Bank may from time to time and at any time revise and/or change any of these terms and conditions and the Cardmember hereby agrees to adhere to, with or without need of notice, any and all such future modifications, alterations or amendments to these Terms and Conditions.

V) TERMS AND CONDITIONS OF DIRECT DEBIT FACILITY

TERMS AND CONDITIONS OF DIRECT DEBIT FACILITY

1.1. The Direct Debit Facility/ Automatic Bill Payment Facility can be availed by all Cardmembers of the Bank. Any Cardmember can register for the Direct Debit Facility.

1.2 The Cardmember shall ensure that there is an available limit on their Cards, as no forced posting or partial payments will be made.

1.3. In case the Cardmember avails the Direct Debit Facility for payment of bills and there is insufficient limit for total payments, the Bank shall make payments as per the companies' hierarchy of payment preference, assigned by the Cardmember.

1.4. The Direct Debit Facility may be availed by the Cardmember or Supplementary Cardmember by using Phone Banking Service of the Bank or by submission of duly filled and signed Application Form of the Bank along with required documents (if any). The Cardmember/Supplementary Cardmember shall assign the company/companies under the Direct Debit Facility.

1.5. The Cardmember shall ensure that his/her Card is not blocked due to any other reason, as the Bank will not process the payments under the Direct Debit Facility if there is a payment block on the Card.

1.6. The Bank holds no responsibility in case the cellular network companies block the SIM of the Cardmember due to any valid reason.

1.7. The Cardmember shall call the Bank's Phone Banking Services in case he/she wants to cancel his/her Direct Debit Facility.

1.8. The Cardmember shall not be charged against push SMS alerts sent against declined transactions.

1.9. The amount which is debited every month will be reflected on Cardmember's Card's monthly E-Statement.

1.10. The Cardmembers will be informed by the Bank if their payment is not made, through an SMS on their registered Cardmember shall assign the phone numbers.

1.11. The Bank may from time to time and at any time revise and/or change any of these Terms and Conditions and the Cardmember hereby agrees to adhere to, with or without need of notice, any and all such future modifications, alterations or amendments to these Terms and Conditions.

1.12. In the event of death of the Cardmember, the Bank will not be obliged to allow any operation or withdrawal except on the production of a succession certificate or other Court Order from a Court of Competent Jurisdiction. The legal heirs or other persons noted in the said Court Order will be notified of a debt balance in the Card Account and should agree to the required adjustments before release of the funds in their favour by the Bank.