

Mobile Banking Terms and Conditions

These terms and conditions govern the use of Bank AL Habib's Mobile Banking Services (as defined herein). These are to be read together with the terms and conditions of the relevant Account(s) (as defined herein) which may be accessed through the Mobile Banking Services. These Terms and (as defined herein) have been placed on the website of the Bank and Customers wishing to avail the Services should read the Terms. A Customer who avails the Mobile Banking Services shall be deemed to have read and accepted these Terms.

Definitions

- "Bank" shall mean all or any of the branches of Bank AL Habib Limited.
- "Customer" shall mean and include an individual, firm, institution, company or any other entity who maintains one or more account(s) with the Bank and is eligible to use Mobile Banking Services.
- "Instructions" shall mean the instructions given or purported to be given by the Customer to the Bank via Mobile Banking Services, and the same shall be irrevocable and binding on the Customer upon receipt by the Bank.
- "Mobile Banking Services" means the Bank's mobile phone banking services as provided by the Bank from time to time, which enable Customers to access their account details as well as make select transactions through one or more channels, offered by the Bank from time to time using a mobile phone and as described in further detail in clause 1 below.
- "Security Code" shall mean any code, pin code, user name and password provided to the Customer by the Bank, or selected by the Customer to enable the Customer to use the Mobile Banking Services.
- "Terms" shall mean these terms and conditions for Mobile Banking Services of the Bank, as amended from time to time.

Description of Service(s):

1. The device used for using the Mobile Banking Services may include a computer, mobile/cell phone, television or similar technologies ("the device") and the medium through which the Customer accesses electronic banking may include the Internet, wireless application protocol (WAP), wireless internet gateway (WIG), short messaging system (SMS), unstructured supplementary services data (USSD) or other compatible technologies, mediums, devices or protocols as the Bank may support from time to time ("the medium"). In connection with these Terms, the "device" and the "medium" shall collectively be referred to as "Mobile Banking Service". Where a particular communications system requires contractual provisions different from other communication systems, this will be clearly stated in these Terms.
2. Mobile Banking Services will only be available for mobile phones and data connections which meet the required specifications and configurations as may be specified by the Bank from time to time. The Customer must agree to procure and maintain a device which is duly registered with the Bank. These requirements must be met by the Customer at their own expense, if the Customer is desirous of using the Bank's Mobile Banking Services. The Mobile Banking Services is currently available only to resident Pakistani Customers with Account(s) maintained with the Bank.

Scope of Mobile Banking Services:

3. The Bank will inform the Customer from time to time about any changes and/or modifications in respect of access and/or operation of the Mobile Banking Services. The Customer must adhere to all such changes while accessing or operating the Mobile Banking Services.
4. Mobile Banking Services are intended to be available 7 days a week, 24 hours a day but there is no warranty that the same will be available at all times. The Customer agrees that the Bank shall be entitled at any time, at the Bank's sole discretion and without prior notice, to temporarily suspend the operation of the Mobile Banking Service for updating, maintenance and upgrading purposes, or any other purpose whatsoever that the Bank deems fit, and in such event, the Bank shall not be liable for any loss, liability or damage which may be incurred as a result.

5. The Bank is not bound to acknowledge the receipt of any query and/or Instructions, nor shall the Bank be held responsible to verify any Instructions. The Bank shall endeavor to provide confirmation of Instructions on a best efforts basis and wherever operationally possible for the Bank.
6. The Bank reserves the right to introduce additional services with or without giving any notice to the Customer. The Bank reserves the right to send messages to the Customer regarding its products, services or any related matter, without the express consent of the Customer.

Representations and responsibilities of the Customer:

7. The scope, features and functionality of the Mobile Banking Services will differ from the other banking Services in relation to other electronic channels, and may be varied by the Bank from time to time. The Customer agrees and acknowledges that certain services are not available on the Bank's Mobile Banking Services and these may or may not become available in the future; additionally, the Customer also agrees and acknowledges that certain services which are currently available on the Mobile Banking Services may be discontinued by the Bank, without incurring any liability. The Customer also understands that certain services of the Mobile Banking Service shall only be available to subscribers of particular mobile service providers ("MSP") and the Bank shall incur no liability in this regard.
8. The Customer acknowledges and agrees that the Bank may, in its sole and absolute discretion, without notice and from time to time add to, vary, alter, suspend or remove any part of or all of the Mobile Banking Service, or any function or feature of the Mobile Banking Service, without giving any reason and without incurring any liability. The Customer may currently avail the services listed below as part of the Mobile Banking Service; however the Customer acknowledges that the list is for information purposes only:
 - Check account balances;
 - View Mini Statements;
 - Transfer funds;
 - Pay certain Utility Bills offered by the Bank from time to time;
 - Pay Bank AL Habib Limited Master Credit Card Bills;
 - Pay certain mobile postpaid bills;
 - "Top up" prepaid mobile phones

The Customer also understands that certain services may only be available to the Customers who are subscribers to a particular MSP. The Customer understands that the Bank may prescribe certain transaction limits on the Mobile Banking Service and the Bank may, in its sole and absolute discretion, without notice and from time to time add to, vary, alter, suspend or remove any part of or all of the transaction limits. We acknowledge that there is no limit on the number of transactions that are undertaken by the Customer in a day; however, limits on the total amount of funds that are transferred in a single day will apply as per the Bank's policy, as may be amended from time to time. The list of transactions covered by these Terms is provided herein below for information purposes only and the Bank may alter these from time to time:

- Prepaid Mobile Top-up limit.
 - Credit Card Bill Payment is as per the Customer's actual monthly outstanding balance.
9. The Customer understands that any access to Mobile Banking Service will be effected through the relevant mobile phone service provider in the country from where such service is accessed, and to this extent such access will also be subject to and governed by the relevant laws and regulations of the country and any terms and conditions prescribed by the MSP in separate agreements with the Customer. The Customer shall be responsible for all fees, charges and expenses, including without limitation data charges, IDD charges for overseas usage, which may be imposed by the Mobile Phone Service provider in servicing the Customer's telecommunications equipment in connection with the use of Mobile Banking Service.

10. The Customer represents to the best of his/her/their knowledge that the Customer's telecommunications equipment through which access may be effected by any use of the account number and the Security Code are free from any electronic or mechanical defect, data failure or corruption, viruses, bugs and other similar problems. The Customer agrees that neither the Bank, nor any of the Bank's officers, employees or any branch, affiliate or subsidiary of the Bank, are responsible for any electronic or mechanical defect, data failure or corruption, computer viruses and bugs or related problems that may be attributable to the Customer's telecommunications equipment and/or the services provided by any relevant MSP.
11. The Customer understands that the Bank may wherever feasible extend the Mobile Banking Services to other MSPs from time to time. The Customer assumes full responsibility for the security and confidentiality of his/her mobile phone/ mobile phone number and the Security Code to be used in initially gaining access to his/ her designated Account(s) through the use of his/ her mobile phone.
12. The Customer assumes full responsibility to inform the MSP to block the SIM card or discontinue the mobile phone number in case of loss or theft of the mobile phone. The Customer undertakes to lock his/her mobile phone at all times. In case the Customer's phone is lying unattended and the same not being locked, the Bank shall not be liable for any breach of confidentiality of any data/information sent to the Customer's mobile phone. The Customer acknowledges that he/she is solely responsible for protecting his/her mobile phone/device and the SIM card. If it comes to the Customer's knowledge that an unauthorized transaction using the Mobile Banking Service has taken place, the Customer shall immediately inform:

Name of Department: BAHL Call Center/Relationship Branch

Telephone number: 111-014-014 or 0800-00006 (for international Customer's dial +922132446978-79)

13. The Customer shall inform the Bank immediately on surrendering/ discontinuing the use of the MSP's mobile connection or blocking of his or her mobile phone SIM card. The Customer alone is responsible for ensuring continuation of the Mobile Banking Services on his/her MSPs mobile connection.
14. The Customer understands that the Bank shall not be concerned with and will not be held liable for any dispute that may arise between the Customer and the MSP and makes no representation or gives no warranty with respect to the quality of the service provided by the MSP or the guarantee for timely delivery/ execution/ contents of any alert, transaction or any other messages.
15. The Customer is duly bound to acquaint him/ her with the detailed process for using the Mobile Banking Services and the Bank is not responsible for any error and/or omissions of the Customer in connection with the same.
16. The Customer is solely responsible for intimating to the Bank in writing or by calling the call center/ helpline for any change in his/her mobile phone number or network and in the absence of the same the Bank will not be liable for sending alerts or other information over the Customer's mobile phone number in any way, whatsoever.
17. The Customer acknowledges that the Mobile Banking Services is available via a sensitive electronic system and is dependent on the telecommunications infrastructure, connectivity and services within Pakistan. The Customer accepts that timelines of alerts sent by the Bank will depend on factors affecting the telecommunications industry. The Customers with ported numbers further accept that their numbers may be prone to delay and/or errors. Neither the Bank nor its service providers shall be liable for spoofing, errors or delays in transactions, non-delivery of alerts, error, loss, distortion in transmission of and wrongful transmission of alerts to the Customer.

18. The Bank shall endeavor to provide the Mobile Banking Services on a best efforts basis and the Customer shall not hold the Bank or its service providers responsible/ liable for non-availability of the Mobile Banking Services or any loss or damage caused to the Customer as a result of use of the Mobile Banking Services (including, but not limited to, relying on the Mobile Banking Services for the Customer's personal, investment or business purposes). The Bank or its service providers shall not be held liable in any manner to the Customer in connection with the use of the Mobile Banking Services.
19. The Customer accepts that each alert may contain certain financial and/ or non financial Account(s) information relating to the Customer. The Customer authorizes the Bank to send alerts related information, though not specifically requested, if the Bank deems that the same is relevant. The Customer further authorizes the Bank to send alerts containing marketing and promotional information or any other information as the Bank may deem fit from time to time.
20. By agreeing to the Terms of the Bank in relation to Mobile Banking Services, the Customer accepts the option to use enhanced options, as and when they are made available by the Bank, which may include but not be limited to; information requests and purchase of investments and insurance products, other non- Banking products offered by service providers, additional bill payments, transferring from one currency to another, international and internal remittances. Upon the Bank offering the enhanced options, the Customer shall be advised the fees charged for the various enhanced options made available. Such options may or may not be charged on a per transaction basis or otherwise, as determined by the Bank.
21. Security Codes may be issued by the Bank for access to certain Mobile Banking Services, as required by the Bank from time to time and which may be different from those issued for the other services. The Bank may also issue separate requirements, restrictions, instructions, activation and access procedures, or any additional conditions pertaining to the access and use of the Mobile Banking Services, the software, and the Security Codes for the Mobile Banking Service, and the transmission of Instructions. All procedures may be varied by the Bank from time to time. The Customer agrees and undertakes to be bound by and to comply with all of the procedures as may be issued by the Bank from time to time in connection with the Mobile Banking Services.
22. The Customer must secure the Security Codes installed in the mobile phone with a password. All such passwords and the Security Codes must be kept strictly confidential and must not be disclosed to anyone else. The Customer must not leave the mobile phone unattended or permit any person access to the mobile phone in such a manner that he may access to the Customer's software, Security Codes or the Mobile Banking Services, whether with or without the Customer's consent.
23. The Customer accepts that all information and/ or Instructions will be transmitted to and /or stored at various locations and be accessed by personnel of the Bank (and third parties, as required). The Bank is authorized to provide any information or details relating to the Customer or the Account to the MSPs or any other service providers so far as is necessary to give effect to any Instructions of the Customer related to the Mobile Banking Service.
24. The Customer permits the Bank to issue notices required under these Terms, or under relevant legislation or regulations, by making such notification available via the communication systems of the Bank or by sending such notification by email, SMS or similar technologies or delivery channels. Any notices so issued by the Bank, will as far as they contain contractual terms relating to mobile and online banking, also form part of these Terms.
25. Irrespective of the existence of copyright, the Customer acknowledges that the Bank is the proprietor of all material on the communication system, whether it constitutes confidential information or not, and that the Customer shall have no right, title or interest in any such material.

26. The Bank shall retain all copyright and other intellectual property rights in all of the Bank's material, including logos and other graphics and multimedia works published on or via the Bank's website or Mobile Banking Services. The Customer is authorized to view and download one copy to a local hard drive or disk, print and make copies of such printouts provided that:
1. The material is used for considering or using Mobile Banking Services and for no other commercial purposes
 2. Any reproduction of any portion of the proprietary material of the Bank includes the Bank's entire copyright notice.
 3. The logos and trademarks used and shown in relation to Mobile Banking Services provided through the Bank are the registered and unregistered trademarks of the Bank, MSP or of third parties. Nothing contained in the provision of online Mobile Banking Services should be construed as granting any license or right to use any trade mark or other intellectual property without the prior written permission of the Bank, the MSP or that of the relevant third parties, as applicable.

Termination of Service.

27. Notwithstanding anything contained herein to the contrary, the Bank may, at any time, in its absolute discretion temporarily withdraw or terminate the Mobile Banking Services, either wholly or in part. Further, the Bank may, without prior notice, temporarily suspend the Mobile Banking Services at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the temporary suspension of the Mobile Banking Services.

The Bank will automatically terminate the Customer's right of access to the Mobile Banking Services should the Customer cease to maintain the Account(s) with the Bank which can be accessed via the Mobile Banking Services or should the access to such Account(s) be restricted by the Bank or any other party for any reason;

28. The Bank reserves the right to introduce additional services with or without giving any notice to the Customer. The Bank reserves the right to send messages, mail and messages to the Customer's device regarding its products, services or any related matter, without the express consent of the Customer.
29. Security Codes may be issued by the Bank for access to certain Mobile Banking Services, as required by the Bank from time to time and which may be different from those issued for the other services. The Bank may also issue separate requirements, restrictions, instructions, activation and access procedures, or any additional conditions pertaining to the access and use of the Mobile Banking Services, the software, and the Security Codes for the Mobile Banking Service, and the transmission of Instructions. All procedures may be varied by the Bank from time to time. The Customer agrees and undertakes to be bound by and to comply with all of the procedures as may be issued by the Bank from time to time in connection with the Mobile Banking Services.

30. The Customer must secure the Security Codes installed in the mobile phone with a password. All such passwords and the Security Codes must be kept strictly confidential and must not be disclosed to anyone else. The Customer must not leave the mobile phone unattended or permit any person access to the mobile phone in such a manner that he may access to the Customer's software, Security Codes or the Mobile Banking Services, whether with or without the Customer's consent.

Disclosure of Risk Factors:

31. In the event that the Customer loses or replaces or parts with possession or control of the Mobile Phone in which the software and/or Security Codes are installed, or if the Customer has reason to believe that someone has accessed the Account(s) using the Security Codes or the Mobile Banking Service, the Customer must immediately notify and instruct the Bank to revoke the Security Codes immediately, and make a fresh registration for Mobile Banking Services.

Bank charges:

32. The Bank shall be entitled to charge fees for access and use of the Mobile Banking Services. The charges of the Mobile Banking Services are as follows:
- All Customers are offered the Mobile Banking Services for an initial free period from the date of introduction of Mobile Banking Services by the Bank. The Bank reserves the right to levy charges on the Mobile Banking Services in the future as per the schedule of charges posted at the bank's website (www.bankalhabib.com) and available at branches of the Bank.

The Bank may also in the future charge applicable fees and service charges for carrying out transactions using Mobile Banking Services and such charges may be altered by the Bank by printing the charges in the schedule of charges issued by the Bank from time to time. The Bank may, without any further express authorization from the Customer, alter, vary, increase and decrease the charges and debit any account of the Customer maintained with the Bank for the amount of any charges related to the Mobile Banking Services.

33. The Customer accepts that all information and/ or Instructions will be transmitted to and /or stored at various locations and be accessed by personnel of the Bank (and third parties, as required). The Bank is authorized to provide any information or details relating to the Customer or the Account to the MSPs or any other service providers so far as is necessary to give effect to any Instructions of the Customer related to the Mobile Banking Service.

Indemnification of the Bank:

34. If any Instruction is submitted via Mobile Banking Services from a mobile number duly registered with the Bank, the Bank may act upon such authority and Instructions and may presume that the same are genuine and accurately represent the wishes of the Customer, even if the Instructions are actually compiled or sent in error or by fraud or negligence or altered or amended by someone other than the Customer, with or without the actual knowledge or Instruction of the Customer. The input of a Security Code may also be an additional requirement for providing an Instruction, if stipulated by the Bank in relation to any specific Mobile Banking Service. The Bank however has no duty to verify the facts and genuineness of the Instructions. The Customer may, in certain cases, request the Bank to stop or reverse the transfer or transaction done by using the Mobile Banking Service by calling the designated helpline of the Bank. The Bank shall comply with the request only where it is operationally possible to do so and this shall vary from case to case. The Bank shall, at its sole discretion, decide whether it is possible to stop or reverse a transaction or transfer. The Customer shall agree to hold harmless and indemnify the Bank against any loss, costs, claims, damages, expenses, liabilities or proceedings, which the Bank may incur or suffer as a result of acting upon or delaying to act upon or refraining from acting upon the aforesaid Instructions.

35. The Customer must only use and maintain hardware and software of sufficient quality and performance capability so as to enable use of the Mobile Banking Services. The Customer's failure to use such software or hardware may result in a higher security risk and cause the Mobile Banking Services not to operate properly or not at all. Software, if any, made available for download on or via the Mobile Banking Services is governed by license conditions that establish a legal relationship with the licensor. The Customer indemnifies the Bank against any breach of these license conditions. The Bank gives no warranty and makes no representation, whether expressly or implied, as to the quality or fitness for purpose or use of such software.
36. Unless clearly stated, all material on the communication system of the Bank merely constitutes an invitation to do business with the Bank. It does not constitute an offer or solicitation to buy or sell, or dispose in any way, of any investment, or to enter into any transaction.
37. The Bank may use the services of other organizations to provide for the purposes of the Mobile Banking Services. The Bank shall have no control over this information and therefore cannot make any representations or warranties of any nature as to the accuracy, appropriateness or correctness of such information. The Customer agrees that such information is provided on an "as is" basis and that the Bank will not be directly or indirectly liable for any damages that may arise from the Customer relying on the same.

Disclaimers of the Bank:

38. No warranty, whether express or implied is given that any files, downloads or applications available via Mobile Banking Services are free of viruses, trojans, bombs, time-locks or any other data or code which has the ability to corrupt or affect the operation of the Customer's computer, database, network or other information systems.
39. Information transmitted via an unsecured link over Mobile Banking Services is susceptible to potential unlawful access, distortion or monitoring. The Customer must comply with the security tips which may be advised by the Bank from time to time. As the Bank does not have the ability to prevent unlawful activities by unscrupulous persons, the Customer accepts that the Bank cannot be held liable for any loss, harm or damage suffered by the Customer as a result thereof. To limit these risks, the Bank may at its discretion request independent verification of any information transmitted by the Customer via the Mobile Banking Services from time to time.
40. The Bank does not warrant that the communication system or Mobile Banking Services will be error-free or will meet any particular criteria of accuracy, completeness or reliability of information, performance or quality. The Bank expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
41. The Customer understands that no written advice or confirmation will be made and issued by the Bank for any transactions conducted via the Mobile Banking Services, although such transactions may be recorded in the statement of account as issued by the Bank periodically to the Customer.
42. The Customer agrees that the Bank will not be liable in any manner for, including but not limited to the following:

1. Any error, default, delay or inability to act on all or any of the instruction given through the Mobile Banking Services.
 2. Loss of any Instructions given by the Customer through Mobile Banking Services.
 3. Unauthorized access by any other person to any Instruction given by the Customer through the Mobile Banking Services.
 4. For any loss or damage that may arise or be incurred directly or indirectly by reason of the Bank carrying out any Instructions or failure of the Bank's Mobile Banking Services.
 5. For any change alteration additions or deletions to these Terms, the services, the systems of operation of the Mobile Banking Services or the daily cut-off times as notified by the Bank.
 6. For any partial, incomplete, late or failed transfer or bill payment to any payee nominated under the Mobile Banking Services due to reasons beyond the Bank's control.
 7. Any Instructions submitted through the Bank will not be affected and remain valid if operations of Mobile Banking Services is suspended or comes to an end due to any reason.
43. The Customer agrees that all Instructions transmitted by the Customer's mobile phone or otherwise issued by the Customer, though in electronic form shall be treated as written documents. The Customer agrees not to dispute or challenge the validity or enforceability of any such Instruction on the grounds that it is not a written document and the Customer hereby waives any such right in law. All such Instructions are to be considered original documents and the Customer agrees not to challenge the admissibility of any Instruction on the grounds that it is made in electronic form. The Customer acknowledges and agrees that the Banks' records and any records of the Instructions made or performed, processed or effected through the Mobile Banking Services by the Customer or any person purporting to be the Customer, or any record of transactions relating to the Mobile Banking Services and any record of any transactions maintained or by any relevant person authorized by the Bank relating to or connected with the Mobile Banking Services, whether stored in electronic or printed form, shall be binding and conclusive on the Customer for all purposes and shall be conclusive evidence of the Instruction and transactions and the Customer's liability to the Bank. The Customer hereby agrees that all such records are admissible in evidence and that the Customer shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were incorporated and/or set out in electronic form or were produced by or are the output of a computer system, and the Customer waives all rights (if any) to object to the same.

Governing Law:

44. The Terms shall be governed and construed in accordance with the laws of the Islamic Republic of Pakistan.