

## **Terms and Conditions for Bank AL Habib Debit Card /Bank AL Habib ATM Card**

The Cardholder / Account Holder understands that by signing this application form, the Cardholder / Account Holder agrees to all the terms and conditions contained herein relating to the Bank AL Habib Debit Card and/or ATM Card, as applicable ("**Terms and Conditions**") issued by Bank AL Habib Limited (hereinafter referred to as "**the Bank**"). These Terms and Conditions are in addition to and not in substitution for any other agreements, mandates, terms and conditions relating to the Cardholder's / Account Holder's account(s) with the Bank including the General Terms and Conditions. These Terms and Conditions are to be read in conjunction with (i) the Account opening terms and conditions as shall be applicable to the Account from time to time (ii) the general terms and conditions and any other specific applicable terms and conditions for bank accounts and banking services from time to time ("**General Terms and Conditions**"). The Cardholder confirms having read and understood the General Terms and Conditions relating to all the services mentioned herein, as issued by the Bank from time to time and posted on the corporate website of the Bank, and agrees to be bound by such General Terms and Conditions.

### **1. Definitions**

- 1.1 "**Account**" shall mean the bank account held with the Bank in the name of the Cardholder / Account Holder (whether solely or jointly with another person), the number of which account is or shall be specified in the application form for the Card;
- 1.2 "**Account Holder(s)**" shall mean the person(s) having a bank account(s) (whether solely or jointly with another person) held with the Bank and in the name of such person(s);
- 1.3 "**Bank AL Habib ATM Card**" shall mean the ATM card issued by the Bank to the Cardholder;
- 1.4 "**Bank AL Habib Debit Card**" shall mean the debit card issued by the Bank to the Cardholder and includes the Bank AL Habib Pay Pak Debit Card;
- 1.5 "**Bank AL Habib Pay Pak Debit Card**" shall mean the Bank AL Habib Debit Card issued by the Bank to the Cardholder for use in Pakistan only, and which is a PIN-based card that can only be used by entering the Cardholder's PIN on electronic terminals.
- 1.6 "**Branch**" shall mean that branch of Bank AL Habib Limited, where the Account is held;
- 1.7 "**Card**" shall mean the Bank AL Habib Debit Card or the Bank AL Habib ATM Card, and shall include any replacement card or supplementary card, as applicable;
- 1.8 "**Cardholder**" shall mean the person(s) authorized to operate the Account (singly in case of joint account held on an either or survivor basis) in accordance with the Bank's Terms and Conditions applicable to such Account, and where applicable, persons who shall be issued a supplementary Card;
- 1.9 "**PIN**" means the personal identification number which the Cardholder uses from time to time with the Card and shall also include the TPIN where the context so permits;
- 1.10 "**Schedule of Charges**" means the schedule of charges applicable to various services and products offered by the Bank, available at the Bank's branches and its website, as may be changed from time to time;
- 1.11 "**TPIN**" means the telephone personal identification number of the Cardholder; and.
- 1.12 "**Transaction(s)**" means any cash withdrawal or payment or any other transaction that may be made using the Card, or any refund arising in connection with the use of the Card in any authorised manner for debit or credit to the Account.

### **2. Card Issuance**

The Bank may issue a Card, at its sole discretion, when the Cardholder has duly completed an application form, agreed to these Terms and Conditions and the General Terms and Conditions for bank accounts and the same has been approved by the Bank. Opening and maintaining an Account with the Bank is a required condition for the issuance of a Card.

### **3. Card Ownership**

- 3.1 The Card shall remain the property of the Bank at all times and the Bank may, through any of its authorized officers, employees, associates or agents retain the Card, require the Cardholder to return the Card or suspend the use of the Card at any time in its absolute discretion and the Bank shall not be liable for any loss suffered by the Cardholder as a result thereof.
- 3.2 The Card shall only be used by the Cardholder. The Cardholder is not permitted to give his/her Card to third parties and is responsible for ensuring that the Card is not accessible to any such third parties.

### **4. Bank AL Habib Debit Card Usage**

- 4.1 The Bank AL Habib Debit Card may be used to withdraw money at any automated teller machine ("**ATM(s)**") or to access any additional banking services offered through the ATMs (including, but not limited to transfer of funds locally from one account to another within the Bank or any other bank in Pakistan and payment of utility bills). The Bank AL Habib Debit Card may also be used for payment for goods and/or services at retailers or suppliers worldwide who accept the Bank AL Habib Debit Card, subject to compliance with the relevant bankcard association's rules and regulations, as applicable from time to time. However, the Bank AL Habib Pay Pak Debit Card may be used for Transactions in Pakistan only.

- 4.2 If the Cardholder uses the Bank AL Habib Debit Card for Transactions outside Pakistan (including ATMs), the Cardholder will be liable for currency conversion and service fee which is charged upfront at the time of the Transaction. However, the Bank makes no warranty and assumes no liability or responsibility for any limitation on conversion or availability of foreign exchange whether due to State Bank of Pakistan or otherwise.
- 4.3 In case a merchant makes a refund for a Bank AL Habib Debit Card transaction, the Bank will credit the relevant Bank AL Habib Debit Card Account upon receipt of cleared refund amount from the merchant or the settlement bank in respect of such refund. The Bank will not be responsible for any delay in receiving such refunds.
- 4.4 The primary Cardholder shall be solely responsible for all Transactions carried out using a supplementary Bank AL Habib Debit Card. In this regard, the point of contact for the Bank in conjunction with all matters relating to the usage of the supplementary Bank AL Habib Debit Card (including any related dispute) shall be the primary Cardholder and the primary Cardholder acknowledges and accepts the same. The Bank shall also require the consent and signature of the primary Cardholder on any correspondence or instructions (including any amendment) to the Bank relating to the supplementary Bank AL Habib Debit Card. The supplementary Bank AL Habib Debit Cards shall not be issued to minors.
- 4.5 The Bank AL Habib Debit Card can be used for telebanking services and other financial transactions /services which can be conducted through the ATM across Pakistan (e.g. utility bills payment, electronic funds transfer etc.), as offered by the Bank from time to time.

**5. Bank AL Habib ATM Card Usage**

- 5.1 The Bank AL Habib ATM Card shall be issued for use on ATMs and point of sale (“POS”) terminals installed at the branches and at business place(s) of merchants and the ATM/debit switch designated by the Bank within Pakistan and all Transactions shall be in Pakistani rupees.
- 5.2 The Bank AL Habib ATM Card can also be used for telebanking services and other financial Transactions /services which can be conducted through the ATMs across Pakistan (e.g. utility bills payment, electronic funds transfer among others), as offered by the Bank from time to time.
- 5.3 The Bank AL Habib ATM Card shall not be used to overdraw the Account or to obtain credit of any description or nature and shall not under any circumstances be alienated, transferred, pledged or made subject to any lien, charge or encumbrance of any nature.
- 5.4 The Bank reserves the right to limit cash withdrawal and total purchase amounts from an ATM or POS terminal during 24 hour periods and to advise the Cardholder of such limits from time to time.
- 5.5 The Bank shall not be responsible for any loss or damage arising directly or indirectly from any malfunction or failure of the Bank AL Habib ATM Card or the ATM / POS / telebanking service or the temporary insufficiency of funds of such machines or the suspension or the closure of the machine for repair or servicing or power breakdown.
- 5.6 The Bank shall have the right to rectify any error(s) in the entries and reverse any erroneous entries in the Account due to any bonafide mistake or malfunction of the ATM/POS/ telebanking service. The Bank's record of any Transaction generated electronically or otherwise shall be conclusive evidence of such transaction.
- 5.7 The Bank shall not issue any supplementary Bank AL Habib ATM Card to the Cardholder.

**6. Card Validity**

- 6.1 The Card shall not become valid or operational until the Cardholder acknowledges receipt of the Card and accepts the Terms and Conditions for Card usage. The Card will be activated in such manner as the Bank may specify from time to time.
- 6.2 The Card shall only be valid for the period specified on it and must not be used beyond such period or if the Bank has required by notice in writing to the Cardholder that the Card be returned to the Bank. When the period of validity of a Card expires, it must be destroyed by cutting it in half through the magnetic strip, which shall be the responsibility of the Cardholder.

**7. Loss or Theft of the Card**

- 7.1 The Cardholder must take all precautions to prevent un-authorized use of the Card or the PIN. If the Card is lost or stolen, the Cardholder shall immediately notify the Bank by telephone on the contact number(s) from time to time notified to the Cardholder and the Cardholder must, in addition, immediately notify the Bank in writing of such loss or theft. The Cardholder will be solely responsible for any losses or expenses incurred as a result of the loss, theft, misuse or unauthorized use of the Card. The Bank shall take reasonable steps to deactivate the Card upon it being reported stolen or lost, subject to the Cardholder providing information to establish his/her identity to the satisfaction of the Bank. However, the Bank will not assume liability for any misuse of the Card until such time as it is deactivated and the Bank's record of transaction processed by the Card shall be conclusive and binding evidence for all purposes.
- 7.2 The Cardholder must co-operate with any officers, employees, representatives or agents of the Bank and/or law enforcement agencies in any efforts to recover the Card if it is lost or stolen. The Bank is authorized to disclose information about the Cardholder and the Account if the Bank ascertains that it will help avoid or recover any loss to the Cardholder or the Bank, resulting from the loss, theft, misuse or un-authorized use of the Card. If the Card is

found after the Bank has been given notice of its loss or theft the Cardholder must not use it again. The Card must be cut in half through the magnetic strip by the Cardholder and returned to the Bank immediately.

- 7.3 The Cardholder shall use the Card entirely at his/her own risk and shall indemnify and hold the Bank harmless from and against all losses, damages and costs as a result of using the Card.
- 7.4 The Cardholder shall not pass the Card to any other person and undertakes that he/she shall take every possible care to prevent the Card from being lost, mislaid or stolen.
- 7.5 The Cardholder accepts all debits made to the Account arising from use of the Card without limitation, (except after written notice of loss has been received and acknowledged by the Bank).
- 7.6 The Bank shall not be liable for any loss to the Cardholder whatsoever arising out of or in connection with failure or delay in carrying out his/her instructions.

## **8. PIN**

- 8.1 The Card shall be issued with a PIN.
- 8.2 The Bank shall also issue a PIN to the Cardholder, upon request by the Cardholder. If the Bank issues a PIN, the Cardholder must take all reasonable precautions to avoid unauthorized use, including but not limited to, destroying any correspondence containing the PIN promptly after receipt, never disclosing the PIN to any third party, never writing the PIN on the Card or any other item normally kept with the Card and never writing the PIN in a way that can be understood by someone else.
- 8.3 The Cardholder shall take every precaution to prevent disclosure of any electronic service PIN/password availed by the Cardholder, to any third party, accidentally or otherwise. All transactions carried out by use of the PIN/password shall be treated as Transactions carried out by the Cardholder, even in cases where the PIN/password is divulged to any other person unless the Cardholder has blocked the Card. The Cardholder shall indemnify and keep the Bank indemnified and harmless from and against all losses, damages and costs that may occur as a result of the PIN divulgence. If the PIN is unwittingly or otherwise divulged to a third party, the Cardholder must notify the Bank as soon as the Cardholder becomes aware that a third party (besides the Cardholder) knows or is suspected of knowing the PIN.
- 8.4 Where verbal notice of loss, theft or misplacement of the Card or of the PIN divulgence is given it must immediately be confirmed in writing to the Cardholder's Branch of the Bank.
- 8.5 Each person, who through the use of the Card with the PIN withdraws cash or makes payment(s), will be considered by the Bank to be an authorized Cardholder. This also applies if this person is not actually a Cardholder and the Bank is authorized to accept such Transactions by the aforesaid, and use and debit the relevant Account(s) in respect of such Transactions. The risk arising from the use and the misuse of the Card is thus solely assumed by the Cardholder directly and Bank will not be liable in respect of the same. If the PIN is held with the Card and subsequently lost or stolen, the Cardholder will be solely liable for all PIN related Transactions. If the Cardholder discloses the PIN to any third party, then the Cardholder will be solely liable for all subsequent PIN related Transactions.

## **TPIN**

- 8.6 The Bank is authorized to act on any telephone instruction(s) that has/ have been given by the Cardholder either after call center manual standard verification or where the TPIN generated by the Cardholder using the Bank's IVR service is provided at the time of giving such instructions.
- 8.7 Notwithstanding that the Cardholder has changed his/her TPIN using the Bank's IVR service, the Cardholder will continue to remain liable for any unauthorized transaction(s) or loss(es) incurred as a result of any unauthorised use of the Card after the TPIN has been changed. Once the TPIN has been changed by the Cardholder using the IVR service, the changed TPIN number shall be deemed to be a new TPIN and the Bank shall not be held responsible for any unauthorized transaction(s) or loss(es) incurred by the Cardholder following such change.

## **9. Charges**

- 9.1 The Cardholder agrees that charges, fees, duties, levies and other expenses (collectively the "**Charges**") will be charged by the Bank for the issuance and usage of the Card as per the Schedule of Charges. The Cardholder agrees to pay and reimburse the Bank, all or any such Charges immediately upon demand. Such Charges may change from time to time as per the Schedule of Charges of the Bank and it shall be the Cardholder's responsibility to comply with the same. All Charges are non-refundable unless otherwise indicated by the Bank.
- 9.2 The Cardholder shall ensure that sufficient funds are always available in the Card related Account before making any withdrawals/purchases and to account for any Charges levied. If, for any reason, an Account becomes overdrawn by use of the Card, the Cardholder shall be responsible to pay the deficit along with mark-up and Charges at the prevailing rate applicable to clean finance facility(ies) allowed by the Bank to its customers which shall be payable immediately on demand by the Cardholder, together with 20% liquidated damages on the outstanding amount. The Bank shall also have the right to cancel the Card. Notwithstanding such cancellation the Cardholder shall remain liable for the amount overdrawn by him/her together with any Charges and mark-up, liquidated damages etc.
- 9.3 The Bank shall debit the Cardholder's Account with the amount of any withdrawal/transfer payment and all such payments as effected by the use of the Card along with the related bank charges/markups etc., including

taxes/duties levied by the Federal or Provincial Government and all such entries in the account shall be conclusive and binding upon the Cardholder.

9.4 Any proceeds of the balance shall be sent by payment order to the Account Holder's address.

**10. Total Usage**

10.1 The total amount of any Transactions carried out in any single day shall be limited to such amounts and by such other conditions as shall be notified in writing to the Cardholder by the Bank from time to time, with effect from the date of such notice. The Cardholder shall not enter into Transactions involving the Card for a value in excess of the credit balance or limit (if any) of the Account as may be prescribed from time to time.

10.2 If the Bank is asked to authorise a Transaction, the Bank may take into consideration any other Transactions which have been authorized but which have not been debited to the Account (and any other transactional activities in relation to the Account) and the limits and other conditions referred to in these Terms and Conditions. If the Bank determines that there are or will be insufficient available funds in the Account to pay the amount that would be due in respect of such a Transaction, the Bank may, in its own absolute discretion, refuse to authorise such Transaction, in which event such a Transaction will not be debited to the Account. The Bank shall not be liable for any loss resulting from any such refusal to authorize any Transaction.

**11. Insufficient Funds**

In the event that there are insufficient funds available in the Account for any Transaction or other amount payable from the Account, including any markup, fees, charges, currency conversion charges, service fee or any other payments due to the Bank, the Bank may in its own absolute discretion (and without any obligation to do so) transfer or arrange the transfer of sufficient funds from any other account held by the Cardholder with the Bank to the Account. In this regard, the Cardholder permits, authorizes and consents to the Bank consolidating, combining or setting off any such credit balances existing in such other accounts against the Transactions charged or to be charged by the Cardholder against the Account.

**12. Refusal to Accept Card**

12.1 The Bank shall not be liable for any loss resulting from the refusal of any retailer, supplier, other bank or card operated machine or any other person or entity to accept use of the Card in connection with any Transaction. No claims of the Cardholder against any retailer or supplier may be the subject of set-off, claim or counterclaim against the Bank.

12.2 The Bank shall not be liable in any way for the quality, quantity, sufficiency, acceptability, merchantability of goods and/or services booked, used or purchased by the Cardholder through the use of the Card or for any breach or non-performance of any Card Transactions by a retailer or supplier. The retailer or supplier shall under no circumstances be regarded as an agent or representative of the Bank and the Bank shall not be responsible or liable in any manner for any acts or omissions or breach of representations on part of the merchant/ retailer.

12.3 In the event of a dispute between the Cardholder and any retailer relating to the Card or a Transaction and/or the Bank or any other person, the Cardholder's liability to the Bank shall not, in any way, be effected or reduced or suspended by such dispute or any counter claim which the Cardholder may have against such retailer or other person.

**13. Statement**

13.1 The Cardholder must check the record of the Transactions from the statement of Account, as per the set frequency in which they are produced, through internet banking, through a mini statement from an ATM or a statement sent by the Bank to the Cardholder.

13.2 The Cardholder must inform the Bank in writing within fifteen (15) days of a Transaction being carried out or issuance of a statement, whichever is later, if any irregularities or discrepancies exist in the Transaction particulars in relation to the Account, or on any Account statement that the Bank sends to the Cardholder. If the Bank does not receive any information to the contrary within the above fifteen (15) days period, the Bank is entitled to assume that all Transactions are correct and may be treated as conclusive evidence for all purposes.

13.3 In the event that the Card is used at any ATM and the Cardholder receives short payment or no payment despite the Transaction having been successfully executed, he/she must inform the Bank in writing within fifteen (15) working days of the impugned Transaction, otherwise the Bank's statement of Account and records shall be deemed to be conclusive of the matter. Furthermore, in the event the Cardholder uses the Card at any ATM which is not operated by the Bank, then the Bank shall be entitled to rely on the records provided to it by the 1-Link switch and any omission or failure by the Bank to contemporaneously debit the Cardholder's Account for any Transaction by the Cardholder may be completed by the Bank on any subsequent date by direct debit without prior reference to the Cardholder.

**14. Cancellation of Transactions and Errors in Transaction**

14.1 A Transaction cannot be cancelled by the Cardholder after it has been completed.

14.2 In case a Cardholder uses the Card at an ATM and the Cardholder's Account is debited and cash not distributed or disbursed, the Cardholder will be required to submit a claim for the amount of the respective Card Transaction with

the Bank and the Bank will reverse the claimed amount only after verification of such amount for the subject Card Transaction from the ATM and the respective bank whose ATM was used.

- 14.3 In the event of any other disputed Transaction, the Cardholder must send a written intimation, with details of the dispute, to the Bank within fifteen (15) days from the date of the disputed Transaction. If such a written intimation is not received by the Bank within fifteen (15) days from the disputed Transaction, the said Transaction will be deemed to be authentic and the Customer shall be liable for the Transaction.

**15. Posting**

- 15.1 Subject to these Terms and Conditions, the Bank will normally debit Card Transaction amount to the Account as soon as the Bank receives advice electronically or otherwise from the retailer or POS merchant in connection therewith, provided that the Bank will not be liable for any loss resulting from any delay in doing so.

- 15.2 The Cardholder agrees to reimburse the Bank for any amounts that are due from the Cardholder for Transactions authorized by him/her even after closing of the relevant Account.

**16. Refund**

If a retailer or supplier makes a refund by means of a Transaction the Bank will only credit the Account when and if it receives the retailer or supplier's proper instructions to do so, as well as the funds in respect of such refund, provided that the Bank will not be responsible for any loss resulting from any delay in receiving such instructions and funds.

**17. Promotions**

Without prejudice to the foregoing, the Bank may, from time to time and at its sole discretion, promote the goods or services of certain specified companies ("**Affiliates**") amongst all or any of its Cardholders. If such a promotion is made available to the Cardholder and the Cardholder avails the promotion, the Cardholder agrees that in addition to these Terms and Conditions, the Cardholder will abide by the terms and conditions of the promotion as stipulated by the Affiliates, in consultation with the Bank. Such a promotion may be withdrawn at any time without any notice to the Cardholder.

**18. Termination & Suspension**

- 18.1 In order for the Cardholder to terminate the Agreement comprised in these Terms and Conditions, in respect of the Card, the Cardholder must notify the Bank in writing, cut the Card in half through the magnetic strip and return the Card to the Bank. Such termination shall be effective, subject to the provisions of these aforementioned actions and these Terms and Conditions, and upon receipt by the Bank of such notice of termination by the Cardholder.

- 18.2 The Bank is authorized to suspend Transactions linked with the Card and suspend the Card at any time, without prior notice to the Cardholder and without assigning any reason thereof.

- 18.3 The Bank may suspend, withdraw or terminate the Card and cancel the Card without assigning any reason thereof and without affecting the Cardholder's liabilities and obligations to the Bank. The Cardholder further accepts that no prior notice will be required to be given by the Bank for such suspension/ withdrawal/ cancellation and retention of the Card by the ATM and refusal by the ATM to honour instructions through the Card may be construed as a withdrawal/ cancellation of the Card, unless confirmed otherwise by the Cardholder from the Bank.

**19. Terms and Conditions to Remain in Full Force and Effect**

These Terms and Conditions, shall be deemed to remain in full force and effect if and in so far as any Transaction is completed but not debited to the Account prior to termination thereof.

**20. Post Termination**

Termination of these Terms and Conditions shall not prejudice any liability in respect of things done or omitted to be done prior to termination thereof.

**21. Liability of Parties**

- 21.1 The Bank shall not be liable to the Cardholder for any loss suffered as a result of the Bank being prevented from or delayed in providing any banking or other services to the Cardholder due to strikes, industrial action, failure of power supplies, systems or equipment, start of day or end of day activity or any other causes beyond the Bank's control. The Bank shall not be liable in any manner for any accidental death, injury, property damage or any other loss or damage that may be sustained by the Cardholder in using the Card at the ATM rooms or any other locations and it is agreed that the Cardholder shall use the Card entirely at his/her own risk, cost and consequences.

- 21.2 The Cardholder has no claim to any compensation from the Bank if use of the Card is not possible due to technical malfunctions and operations failures or any other reasons whatsoever and the Bank excludes all liabilities for all losses or damages suffered by the Customer for not being able to use the Card.

- 21.3 Whenever the Card is used by the Cardholder for payment of any utility or other bills, the Cardholder shall remain solely liable for any penalty, cost or surcharge which may be levied by the utility or service provider for late payment or any other reason, irrespective of whether the Cardholder provided adequate notice and proper details to the Bank.

- 21.4 The Cardholder will be liable for all losses or costs incurred by the Bank as a result of any breach by the Cardholder of the Terms and Conditions contained herein and shall reimburse to the Bank all such costs on the Bank's first demand.
- 21.5 The Cardholder accepts that all Transactions shall be binding jointly and severally on all joint Account Holders.
- 21.6 The Bank shall not be liable for insufficiency or inaccuracy of the information given/ received through the Card and the Bank reserves its right to update and vary such information from time to time and at any time.
- 22. Change of Terms and Conditions**
- 22.1 These Terms and Conditions and any charges relating thereto may be changed by the Bank at its sole option at any time and from time to time by notice (whether general, specific or by publication in the Bank's Schedule of Charges) to the Cardholder(s).
- 22.2 Any such changes will be effective from the date stated on the notice or Schedule of Charges or such later date as may be expressly specified therein by the Bank. However, any charges or fees due to the bankcard associations in respect of the use of the Card and any variations thereto made by the relevant bankcard association shall be solely to the Cardholder's Account only, in accordance with the time period specified by such bankcard association and the Bank shall not be liable for same.
- 22.3 The Bank may (but shall not be obliged to) record any telephonic instructions from Account Holder/Cardholder in writing and/or by tape recording and/or any other method, and such recording of any instruction shall be conclusive and binding on the Account Holder/Cardholder. The Bank may in addition require the Account Holder/Cardholder to execute such other documents as may relate to the services or to any such instructions given by the Account Holder/Cardholder and the Account Holder/Cardholder shall execute all such documents as may be required by the Bank in this regard.
- 23. Disclosure**
- The Cardholder / Account Holder authorises the Bank to disclose any information in relation to the Cardholder and Account to companies within the Bank's group of companies, third party processors, third party service providers and/or card personalization firms utilised by the Bank from time to time. Such information shall include but not be limited to the Cardholder's / Account Holder's details, the Card, the Account and any Transaction as the Bank considers in its sole opinion to be necessary or desirable. The Bank may also disclose such information in relation to the Cardholder / Account Holder, the Card, the Account or any Transaction to any person or entity, as may be required by law, practice or usage.
- 24. Indemnity**
- The primary Cardholder / Account Holder hereby indemnifies and holds the Bank harmless against any or all losses, damages, claims, costs or expenses which the Bank suffers or sustains as a consequence of the Cardholder / Account Holder being in breach of these conditions or the Terms and Conditions governing the Account or the Cardholder using or permitting the use of the Card for any Transaction, whether illegal, unauthorised or otherwise. In this regard, in the event of the Cardholder's death, the Bank should be notified immediately by the Cardholder's next of kin or successors for blockage of the Account and the Card shall be promptly returned to the Bank for cancellation. Any Transactions made on the Card prior to the date of suspension of the Account using the Card will be charged to the Cardholder's Account and this shall continue until such notice of death is received in writing by the Bank. The Bank shall not be responsible for any losses resulting from and delay in such suspension being made effective. Pending provision of a succession certificate by the successors of the Cardholder or such other document as the Bank may specify, the Cardholder's Account will remain frozen. The Cardholder should never disclose the PIN/passwords or other personal confidential information on call, by email/ SMS. The Cardholder agrees to immediately inform the Bank of any phishing, spoofing or hacking activity(ies) suspected by the Cardholder in relation to the Card or services thereto which form part of these Terms and Conditions. In the event the Cardholder fails to inform the Bank of such activity(ies), if suspected, the Cardholder shall indemnify the Bank against all losses, claims, costs and expenses suffered or sustained by the Cardholder.
- 25. SMS/ADC Alerts Service**
- The Cardholder shall be provided SMS alerts or such other alerts through alternate delivery channel(s) ("**Alerts**") in respect of Transactions made by the Cardholder to the Cardholder's registered mobile number(s). All information pertaining to the Account(s) and/or Transactions shall be provided automatically from time to time through Alerts and shall be entirely at the risk and responsibility of the Cardholder.
- 26. eStatements**
- The Cardholder shall be able to view or download any eStatement issued under alternate delivery channel services. The Cardholder acknowledges that the eStatement will be electronically viewed or downloaded (as the case may be) at the entire risk and responsibility of the Cardholder.
- 27. Link Account(s) disclaimer**
- The Cardholder understands and accepts the liability if the Cardholder requests the Bank to link more than one of the Accounts maintained with the Bank to a Card. The Cardholder accepts and acknowledges that linking more than one account to a Card exposes all of the linked accounts to the risk of loss, theft or misuse of a Card and/or Account.

**28. Contact Details**

On notification by the Cardholder / Account Holder, either by telephone or in writing, to the authorized office/representative of the Bank conveying fresh or amended contact details in respect of the Account, Card and/or Cardholder / Account Holder, the Bank shall be authorized to update its record by amending the previous particulars in accordance with the updated particulars notified to the Bank.

**29. Governing Law**

These Terms and Conditions are subject to the rules and regulations, circulars and directives of the State Bank of Pakistan (as may be applicable from time to time) and will be governed by the substantive and procedural laws of the Islamic Republic of Pakistan. The courts in Pakistan will have exclusive jurisdiction.