

# Meezan Bank Digital Banking Terms & Conditions

## Notice

Please read the following Terms and Conditions carefully as access to and use of Meezan Digital Banking is subject to these Terms and Conditions. By accessing Meezan Digital Banking, the Customer unconditionally and irrevocably agrees to be bound by the Terms and Conditions irrespective of utilizing any Services or conducting any transaction. If the Customer does not agree with these Terms and Conditions, the Customer should not access or use the Meezan Digital Banking.

**"By accepting these terms and conditions, I hereby give my explicit consent to Meezan Bank for activating my Electronic Fund Transfer Services (EFT). Meezan Bank is not liable for any loss whatsoever, incurred by the misuse of my Personally Identifiable Information (PII) and Account related Information or any information mentioned in clause 2.1.2."**

## Scope Of Terms and Conditions

These Terms and Conditions sets forth the rights and responsibilities of the Customer and the Bank, with respect to the Meezan Digital Banking and supplements but does not replace any other agreement or terms and conditions for the Services which the Customer may have entered into with respect to any deposit account or other products or services. If any provision of these Terms and Conditions conflicts with those of another agreements/terms and conditions between Customer and Bank, these terms and conditions shall control and take precedence to the extent of access and use of Meezan Digital Banking.

## 1. Definitions

In these terms and conditions for Meezan Digital Banking, the following definitions apply unless the context requires otherwise: -

1. **"Account(s)"** means the saving account or current account and Islamic Term Deposit Receipts of the Customer maintained with Meezan Bank either singly or jointly or which may be opened in the future by the Customer and includes conventional and digital accounts and other facilities for conducting or recording the financial transactions.
2. **"Bank"** means Meezan Bank Limited, having its registered office at Meezan House, Plot No. C-25, Estate Avenue, SITE Area, Karachi.
3. **"Compromised Registered Device"** means an electronic device registered with the Bank for Meezan Digital Banking and which has been used in violation of these Terms and Conditions or its security has been compromised by either form of unauthorized used, intentional or unintentional disclosure of Security Codes, modification, routing, hacking destruction, or has been stolen, snatched or lost etc.
4. **"Content"** means all information and features, such as analysis, reports, orders, information, statements, announcements, notifications, communication tools, reference tools, and other content, provided by the Bank in connection with the Services.

5. **"Device"** means any electronic device used to access the Meezan Digital Banking including computer, laptop and mobile phone.
6. **"Digital Channel"** includes the Meezan Mobile App, Meezan Internet Banking or any other electronic channel permissible by the Bank for accessing Meezan Digital Banking by the Customer.
7. **"I/We/Us/Customer"** means and includes the Primary Account Holder, Joint Account Holder and the mandate holders of Primary Account Holder or Joint Account Holder authorized to use Meezan Digital Banking. In case of the Customer being a minor, the guardian of such minor shall be deemed to be the Customer permitted to use Meezan Digital Banking and bound by these Terms and Conditions. Unless the context requires otherwise, the corporate entities shall also be included in the definition of the Customer bound by these Terms and Conditions.
8. **"Instruction"** means any instruction, request or other communication transmitted through Meezan Digital Channels and authenticated by the Customer using the Security Codes and shall include any request which has been submitted in electronic form via Digital Channels.
9. **"Joint Account Holder"** means the person holding Account(s) jointly with Customer with the 'Either or Survivor' operating instructions.
10. **"Meezan Digital Banking"** means any or all of the Services which can be accessed or provided from time to time through Digital Channels of Bank which enable the Customer to obtain information, carry out certain banking transactions and/or obtain Services pertaining to the Account(s).
11. **"Meezan Internet Banking"** means the access and use of Meezan Digital Banking from the official website of Bank.
12. **"Meezan Mobile App"** means the mobile banking application software officially released by the Bank for conducting Meezan Digital Banking by the Customers from their Android, Huawei or Apple based mobile devices.
13. **"Notice"** means a written and/or electronic intimation given to the Customer, by the Bank.
14. **"Primary Account Holder"** means the main user of an Account who operates and maintains any given Instructions to the Bank.
15. **"Security Codes"** means all smartcards, tokens, digital certificates, electronic key, login identifiers, passwords, password generators, personal identification numbers (PINs), mobile banking personal identification numbers (MPINs), One Time Passwords (OTPs) electronic devices and other codes and access procedures issued by the Bank or by any other party designated by the Bank from time to time in order to enable the Customer to access and/or use Meezan Digital Banking.
16. **"Services"** means the financial, banking and other services, products, and facilities which may be offered by the Bank through Meezan Digital Banking from time to time (as may be withdrawn, added to or modified by the Bank in its discretion).
17. **"Statement of Account"** means a periodical statement of an Account containing details of transactions (including charges) conducted during the time mentioned on the statement.
18. **"Terms and Conditions"** means these terms and conditions forming a binding agreement between the Bank and the Customer governing the access and use of Meezan Digital Banking.

## 2. Use of Meezan Digital Banking

## **2.1. Access**

- 2.1.1. In order to use Meezan Digital Banking, the Customer must get himself registered with the Bank and comply with the registration procedures prescribed by the Bank.
- 2.1.2. Access to Meezan Digital Banking is granted to the Customers who have registered themselves with the Bank for Meezan Digital Banking by providing any or all of the following as per the discretion of Meezan Bank;
  - a. their debit card number
  - b. debit card PIN
  - c. CNIC number
  - d. account number
  - e. OTP sent to their registered Mobile Number and/or registered email address by the Bank
  - f. Passport Number
  - g. NICOP
  - h. Pakistan Origin Card
  - i. B-Form
  - j. NTN Number
- 2.1.3. By registering for Meezan Digital Banking, the Customer agrees to comply with these Terms and Conditions and the Bank's instructions and procedures regarding the use of Meezan Digital Banking. The registration requirements for Meezan Digital Banking may be amended from time to time at the sole discretion of the Bank.
- 2.1.4. By registering for Meezan Digital Banking, the Customer will be able to access and transact with all Accounts associated with the Customer's CNIC automatically. The Bank on its sole discretion may accept or reject Customer's request to tag or un-tag any Accounts associated with the Customers CNIC.
- 2.1.5. Access to Meezan Digital Banking is subject to latest version of these Terms and Conditions, the terms and conditions governing opening and operation of Accounts and specific Services and to such other terms and conditions as the Bank may at its absolute discretion determine from time to time.
- 2.1.6. The Bank shall be entitled to amend and update the terms and conditions of the Services including these Terms and Conditions from time to time and the Customer unconditionally agrees to be bound by the latest version of such terms and conditions by expressly waiving all its rights to object thereon.
- 2.1.7. The Customer shall only use the Meezan Digital Banking on a Device(s) which the Customer owns and shall not access it from a Device(s) which belongs to any other person or which is owned and provided to the Customer by his/her employer without such persons or employer's prior written permission. The Customer shall ensure to delete all of Customer's confidential information stored/entered on other's Device(s) and Bank shall not be responsible for any loss damage or harm caused to any person as a result of Customer's non-compliance of this condition.
- 2.1.8. The Customer agrees to procure and install, at his/her own cost and expense, the Device(s), software(s), hardware(s) and equipment(s) necessary to access and use Meezan Digital Banking as instructed or advised by the Bank. The Customer shall take all reasonable precautions to ensure that it does not transmit any viruses, trojans, worms or other malicious software that may interfere with Meezan Digital Banking or the Bank's information technology systems.
- 2.1.9. The Customer agrees to use their own Device(s) to comply with the Bank's instruction(s) and procedures regarding the use of Meezan Digital banking, and to

ensure that all instruction(s) and requests to the Bank transmitted through Digital Channel(s) are authenticated with their own registered Device(s) in such manner as required or notified by the Bank.

- 2.1.10. For the avoidance of doubt, the Customer acknowledges that the Bank shall, from time to time and at its sole discretion, be entitled to refuse registration of a Device(s) or block or withdraw any existing registered Device(s) for accessing the Meezan Digital Banking and/or ask the Customer to register a new Device(s). The Bank shall not be liable for any loss sustained by the Customer due to Bank's refusal to register or blocking a Device(s).
- 2.1.11. The Customer agrees and undertakes to be bound by and to comply with any and all of the Bank's procedure(s), requirement(s), restriction(s), instruction(s) or any additional condition(s) pertaining to the access and use of Meezan Digital Banking as may be issued by the Bank from time to time.
- 2.1.12. The Customer undertakes and agrees that no other person shall be granted access to, or knowledge of his/her registered Device(s), Personally Identifiable Information (PII), username, password, CNIC number, debit card number, account number, registered mobile number, email address, email password, Security Codes or any of the information listed in clause 2.1.2.
- 2.1.13. Any Instruction(s) and/or Security Code(s) transmitted from the Customer's registered Device(s) shall be deemed to be the Customer's express consent to implement the Instruction(s)/transaction(s).
- 2.1.14. The Customer shall be liable and responsible for all legal compliance and adherence of all commercial terms and conditions in respect of the mobile connection/SIM card and Device(s) through which the facility is availed and the Bank does not accept/acknowledge any responsibility in this regard.
- 2.1.15. The Services offered under Meezan Digital Banking will be automatically terminated;
  - a. if the Account(s) linked for the Meezan Digital Banking are closed.
  - b. The Bank may also terminate or suspend the Services and Meezan Digital Banking without prior notice if the Customer(s) has violated the respective terms and conditions laid down by the Bank, and/or
  - c. on the death of the Customer(s) when brought to the notice of the Bank, and/or
  - d. on breach of any laws, rules and regulations, including directives issued by SBP.
- 2.1.16. The Customer undertakes that it is the sole responsibility of the Customer(s) to remove Meezan Digital App and all personal and confidential data related to Meezan Digital Banking before disposing off their registered Device(s) and the Bank shall not be liable for any loss sustained by the Customer due to use of their disposed off Device(s)..

## **2.2. Instruction(s)**

- 2.2.1. The Customer acknowledges that all Instruction(s) (whether authorized by the Customer or not) are irrevocable and binding on the Customer upon transmission through Customer's registered Device(s) and the Bank shall be entitled to implement, perform or process such Instruction(s) without requiring the Customer's further confirmation and without any further reference or notice to the Customer.
- 2.2.2. The Bank shall not be obliged to carry out every Instruction(s) received and may refuse any Instruction(s), without giving any reason(s).

- 2.2.3. The Bank will only carry out an Instruction(s) in so far, as in the Bank's sole and absolute discretion, is practicable or reasonable for the Bank to do so and in accordance with these Terms and Conditions, the terms of Services, and/or its regular business practice and procedure.
- 2.2.4. Without limiting the generality of the foregoing, any Instruction(s) received by the Bank beyond its normal business hours will be considered to have been received by the Bank on the next business day.
- 2.2.5. The Customer acknowledges that the Bank may accept and act upon any Instruction(s), issued or transmitted and authenticated with, referable to, or using, the Customer's registered Device(s) (whether actually transmitted or authorized by the Customer or not) as the Customer's authentic, and duly authorized, accurate and complete Instruction(s) and that the Bank shall be under no obligation to investigate the authenticity or authority of person(s) effecting the Instruction(s) or verify the accuracy and completeness of the Instruction(s) and that the Bank may treat the Instruction(s) as valid and binding on the Customer(s) notwithstanding any inadvertence, negligence, fraud or forgery in the use of the Customer(s) registered Device(s) or the transmission of the Instruction(s), or any error, lack of clarity or misunderstanding in the terms of such Instruction(s).
- 2.2.6. Notwithstanding the foregoing, the Bank may (but shall not be obliged to), at its sole absolute discretion and without stating reasons, requires the Customer to identify himself/herself by alternative means (e.g., by signature or in person appearance) and/or to give confirmation of the Instruction(s) (whether in writing or otherwise and in such form and substance as prescribed by the Bank from time to time) before the Bank proceeds to act on such Instructions.
- 2.2.7. The Customer hereby undertakes when the Customer provides information or gives Instruction(s) from any Digital Channel(s) using his registered Device(s), all information provided and all Instruction(s) given shall be complete, accurate, true and correct.
- 2.2.8. The Customer understands that, where available and applicable, the Customer may use Meezan Digital Banking to complete and transmit Instruction(s) for certain Service(s), and accepts to enter into agreement(s) for such Service(s) as the Bank may offer from time to time.
- 2.2.9. The Customer further understands and agrees that the latest terms and conditions shall be applicable to any such Service(s).
- 2.2.10. All Instruction(s) transmitted electronically shall be authenticated with the Customer's registered Device(s) in such manner as required or notified by the Bank.
- 2.2.11. All Instruction(s) shall be subject to acceptance by the Bank, which acceptance may be declined, withheld or made subject to further terms at the Bank's absolute discretion.
- 2.2.12. The Bank shall not be responsible for any erroneous payment(s)/transaction(s)/fund transfer(s) arising out of wrong input by the Customer and the Customer shall recover the same from the transferee at his/her own.
- 2.2.13. The Customer further confirms and agrees to waive any right which the Customer may otherwise have for holding the Bank responsible for any mistake or omission caused by the Meezan Digital Banking or Digital Channels and any delay by the Bank due to reasons beyond its control in onward transmission of funds to the beneficiaries and utility companies which may result in disruption of relationship/utility services that customer may have with such beneficiaries/utility companies, as the case may be.

- 2.2.14. The Customer undertakes and agrees that no other person shall be granted access to, or knowledge of his/her registered Device(s) or any information stated in clause 2.1.2.

**2.3. Availability**

- 2.3.1. Customers acknowledge and agree that due to the need for regular, maintenance and other reasons, the Bank shall have the right, at any time, to unilaterally, with prior written notice, amend, omit, modify or suspend any available functions or the contents of the Services offered or change the runtime, suspend, terminate part of these services, unless otherwise provided by law. The Bank shall not be liable for losses caused by the foregoing actions.
- 2.3.2. The Customer acknowledges that Meezan Digital Banking is provided on an “as is” and “as available” basis only and that the time periods during which Meezan Digital Banking may be available are subject to change.
- 2.3.3. The Customer further agrees that the Bank shall be entitled (but shall not be obliged) at any time, at the Bank’s discretion and with or without prior notice unless provided by law, to temporarily suspend the operations of Meezan Digital Banking for updating, maintenance, upgrading or any other purpose whatsoever that the Bank deems fit, and in such event, the Bank shall not be liable for any damage, loss, liability, expense or costs which may be incurred as a result of unavailability of Meezan Digital Banking or delayed processing of Instruction(s).
- 2.3.4. Bank will on a best effort basis make available Digital Channel(s) for use however the Customer acknowledges and agrees that the routine maintenance requirements, excess load on the processing system(s) and reason(s) beyond control of the Bank may cause disruptions or delay in availability of the Services and the Customer waives its rights to challenge the timelines, if any, committed by the Bank.
- 2.3.5. The Customer acknowledges and agrees that the Bank may, with or without notice unless provided by law, at any time and from time to time: -
- a. add to, vary, alter, suspend or remove Meezan Digital Banking in whole or in part(s) without giving any reason(s) and without incurring any liability.
  - b. Vary and alter layout the of any/every Digital Channel(s).
- 2.3.6. Bank shall not be responsible if the Customer is unable to gain access and /or use Digital Channel(s) due to reason(s) beyond Bank’s control, including without limitation, any computer and telecommunication, electrical, technical or network failure/malfunction.

**2.4. Alteration and limits**

- 2.4.1. The Customer acknowledges and agrees that the Bank may, without notice, unless provided by law, at any time and from time to time: -
- a. add to, vary, alter, suspend or remove any of the Services, including without limitation the right to set, vary or cancel limits for any transaction types, facilities, services and products that may be carried through Meezan Digital Banking, whether in monetary or numerical terms or otherwise, and to vary their frequencies and availability period; and/or
  - b. add to, vary, alter, suspend or remove Meezan Digital Banking in whole or in part without giving any reason and without incurring any liability.

## **2.5. New services and products**

- 2.5.1. The Customer acknowledges that the Bank reserves the right to introduce new service(s) and/or products through Meezan Digital Banking at any time and that by utilizing such new service(s) and/or product(s) as and when such new service(s) and/or product(s) become available, the Customer shall be bound by the terms and conditions in force governing such new services and/or products.
- 2.5.2. Customer agrees that in relation to Meezan Digital Banking, by giving a notice to the Customer, whether through physical or digital mediums, Bank will be entitled to;
  - a. Change the mode of operation
  - b. Add or remove or otherwise change the Service(s)/facilities provided under Meezan Digital Banking.
- 2.5.3. The Customer acknowledges and agrees that the Bank may, with or without notice, at any time and from time to time: -
  - a. add to, vary, alter, suspend or remove any of the service(s) or product(s) without limitation the right to facilities, services and products that may be carried out through Meezan Digital Banking, whether in monetary or numerical terms or otherwise, and to vary their frequencies and availability period.

## **3. Fees, charges and right of debit**

- 3.1. The Bank reserves the right to impose, set and/or modify the fees and charges payable by the Customer for availing Services and use of Meezan Digital Banking or any part thereof in the exercise of the Bank's sole and absolute discretion.
- 3.2. New or revised fees/charges for a Service will be communicated prior to the effective date of such new or revised fee, as required by applicable law.
- 3.3. The Customer's continued use of the applicable Service, after the effective date, constitutes consent with such new or revised fee.
- 3.4. In the event the Customer disagrees with any of such fees and charges, the Customer shall discontinue the use of the Services and Meezan Digital Banking or the relevant part thereof and inform the bank by visiting their respective branch or call center.
- 3.5. The Customer authorizes the Bank to debit such fees and charges incurred by the Customer for the use of Meezan Digital Banking from any Account(s) (whether single or joint) which the Customer has, with the Bank. If there are insufficient funds in the Customer's account(s), the Bank may (but not be obliged to) forthwith cancel all the Customer's Instruction(s) and terminate its relationship with the Customer.
- 3.6. The Customer further agrees that all fees, costs, charges, expenses, and other amounts payable to the Bank shall be in Pakistan Rupee (PKR).

## **4. Joint Accounts**

- 4.1. Meezan Digital Banking includes access to joint Accounts by Joint Account Holders through Digital Channel(s) whereby Joint Account Holders can issue Instruction(s), view balances, transfer fund(s), pay bill(s) online and other service(s), as Bank may decide to provide from time to time.

- 4.2. By registering for Meezan Digital Banking, the Customer agrees that all Accounts that are tagged to the Customer via their CNIC will be automatically made available to all Joint Account Holders.
- 4.3. The availability/non-availability of a particular Service(s) to any/all Joint Account Holders shall be at the sole discretion of the Bank.
- 4.4. Joint Account holders will be able to separately register for Meezan Digital Banking and (where relevant) they will have a separate Device(s) to access the Meezan Digital Banking.
- 4.5. The Customer acknowledges and agrees that where request to access/use Meezan Digital Banking has been made by one of the Joint Account Holder in respect of a joint account, each joint account holder shall be jointly and severally liable to the Bank for any Instruction(s) effected, performed or processed through Meezan Digital Banking.
- 4.6. If the Customer holds (together with any others) an “and” joint account (operated by joint signing authority), the Customer(s) may be able to view the Account on Meezan Digital Banking on sole discretion of the bank, but will not have transactional capability over such an Account through Meezan Digital Banking.
- 4.7. If the Customer holds (together with any others) an “or” joint account (operated by a single signing authority) any such Joint Account Holder will be able to view, and to carry out transactions using, such Account through Meezan Digital Banking.
- 4.8. In respect of transactions on such joint accounts mentioned in clause 4.7, the Bank may at any time require all the Joint Account Holders to expressly give their consent before any Instruction(s) are executed or to suspend and/or terminate access to any Joint Account Holder(s) without notice to the Joint Account Holder(s).
- 4.9. The Bank shall be entitled to refuse to accept or act on any Instruction(s) in respect of joint account(s) without incurring any liability to any Joint Account Holder(s) of such joint account(s) for refusing said Instruction(s).

## 5. Transaction Limits

- 5.1. The Customer acknowledges that daily and monthly limits for national and international transactions are applicable. Information on the amount of daily and monthly limits are available to the Customer in the Digital Channels or Bank’s website. The Customer may increase/decrease limits within the permissible limit assigned by the Bank if such a facility is made available to the customer through Meezan Digital Banking.
- 5.2. The Customer acknowledges and agrees that the Bank may, with or without notice, at any time and from time to time add to, vary, alter, suspend or remove any of the assigned limits without limitation the right to set, vary or cancel limits for any transaction type(s) that may be carried out through Meezan Digital Banking, whether in monetary or numerical terms or otherwise, and to vary their frequencies and availability period.

### Billing Companies

COMPANY CATEGORY	MAXIMUM LIMIT PER DAY
BILLING COMPANIES	PKR 2,000,000
EDUCATION	PKR 100,000
PREPAID	PKR 10,000
POSTPAID	PKR 10,000
INTERNET SERVICES PROVIDER	PKR 100,000



GOVERNMENT PAYMENT	PKR 120,000,000
1 BILL CREDIT CARDS	PKR 2,000,000
1 BILL TOP UPS/INVOICES	PKR 10,000,000

#### Funds Transfer and IBFT

Transaction Limits	VISA & Master Silver		Gold	
	Single Transaction	Per Day	Single Transaction	Per Day
Own Account Transfer	250,000	500,000	250,000	700,000
Inter Bank Funds Transfer	250,000	250,000	250,000	350,000
Meezan to Meezan	250,000	500,000	250,000	700,000
RAAST- MBL to MBL	250,000	500,000	250,000	700,000
RAAST- Inter Bank	250,000	250,000	250,000	350,000

Transaction Limits	Titanium		VISA Platinum	
	Single Transaction	Per Day	Single Transaction	Per Day
Own Account Transfer	250,000	1,000,000	250,000	2,000,000
Inter Bank Funds Transfer	250,000	500,000	250,000	1,000,000
Meezan to Meezan	250,000	1,000,000	250,000	2,000,000
RAAST- MBL to MBL	250,000	1,000,000	250,000	2,000,000
RAAST- Inter Bank	250,000	500,000	250,000	1,000,000

Transaction Limits	Master Platinum		PayPak	
	Single Transaction	Per Day	Single Transaction	Per Day
Own Account Transfer	250,000	2,000,000	250,000	500,000
Inter Bank Funds Transfer	250,000	1,000,000	250,000	250,000
Meezan to Meezan	250,000	2,000,000	250,000	250,000
RAAST- MBL to MBL	250,000	2,000,000	250,000	250,000
RAAST- Inter Bank	250,000	1,000,000	250,000	250,000

Transaction Limits	World Card	
	Single Transaction	Per Day
Own Account Transfer	1,000,000	3,000,000
Inter Bank Funds Transfer	1,000,000	3,000,000
Meezan to Meezan	1,000,000	3,000,000
RAAST- MBL to MBL	1,000,000	3,000,000
RAAST- Inter Bank	1,000,000	3,000,000

- Customer without card will be assigned Visa & Master Silver limits
- Customer with multiple cards will be assigned highest card limit
- Premium customer limits differ from the above limits and may be assigned higher limits

## 6. Security of Device(s) and Access Data

- 6.1. The Customer acknowledges and agrees that Bank reserves the right to change the type, versions, specification or configuration of any software, hardware or equipment that the Customer may be required to use to access and use Meezan Digital Banking, and in the event such requirements are not met by the Customer, the Customer may not be able to access or use Meezan Digital Banking or the Bank may reject any Instruction(s) sent by the Customer.
- 6.2. The security obligations of the Customer, to access the Meezan Digital Banking, is to use the appropriate Device(s) (hardware and software) and communication equipment that meets the criteria for using the Service(s) and is in accordance with the recommended configuration advised by the Bank.
- 6.3. The Customer acknowledges that the Customer is personally responsible for the security and safety of their registered Device(s) and data/information to access Meezan Digital Banking and shall notify the Bank immediately if any registered Device(s) or their access data/information become compromised.
- 6.4. Notwithstanding clause 6.3., the Customer shall not be entitled and the Bank shall not be liable to compensate the Customer(s) for any financial loss that occurs on account of processing/implementation of Instruction(s) communicated from Compromised Registered Device(s) or compromised access data.
- 6.5. The Bank grants to the Customer(s) a non-exclusive and non-transferable right to use the Digital Channel(s) only for the purpose of accessing Meezan Digital Banking.
- 6.6. The Customer shall not disassemble or reverse engineer any Digital Channel(s) or Security Code(s) and shall not cause any portion thereof to be copied, removed, modified, transferred, adapted or translated in any form, in whole or in part, and shall not allow any third parties to have access to their registered Device(s), Meezan Digital Banking and Digital Channel(s) or any documentation relating to Meezan Digital Banking or any part thereof.
- 6.7. The Bank strongly recommends that the passwords be changed periodically. The Customer undertakes not to disclose their personal and Account information including any information mentioned in clause 2.1.2. and any information related to their registered Device(s) and Meezan Digital Banking to, or permit the use of any registered Device(s) by, any third party, and to take all necessary precautions to ensure that: -
  - a. The security of any registered Device(s), personal or account information with regards to Meezan Digital Banking or Security Code(s) should not have been compromised;
  - b. There has been no unauthorized use of the registered Device(s), Meezan Digital Banking or Digital Channel(s); and/or;
  - c. Registered Device(s), Meezan Digital Banking or Digital Channel(s) have not been compromised.
- 6.8. Customer(s) shall immediately cease to use such compromised registered Device(s) and Meezan Digital Banking and notify the Bank immediately, either by visiting their respective branch or informing the Bank via Call Center.
- 6.9. Provided however, regardless of the notification given to the Bank, the Customer unconditionally agrees and acknowledges that the Bank shall not be liable for any losses or damages that may have been caused to the Customer due to unauthorized use or misuse of the Compromised Registered Device(s), Meezan Digital Banking or Digital Channel(s).
- 6.10. In the event a notification has been given by the Customer, the Customer understands that it is the Customer's responsibility to ascertain which of the Customer's outstanding Instruction(s) are valid and if the Customer wishes such valid Instruction(s) to be carried out,

the Customer shall re-instruct the Bank, by notice in person or in writing sent to the Bank, or digitally to carry out those Instruction(s).

- 6.11. The Customer acknowledges and confirms that the Customer shall be bound by all Instruction(s) and transaction(s) resulting from any Instruction(s) made which are referable to any Compromised Registered Device(s), Meezan Digital Banking until such time as the Bank has received the notification and accordingly, the Customer agrees that the Customer will be liable for all such transaction(s) which were processed by the Bank notwithstanding its reasonable endeavors, was unable to stop the processing.
- 6.12. The Customer hereby agrees that the Bank shall not be liable in contract, tort (including negligence or breach of statutory duty) or otherwise, for any damage, loss, liability, expense or costs whatsoever (whether direct or indirect, or whether foreseeable or not) suffered or incurred by the Customer as a result of:
- a. Any transaction(s) resulting from any Instruction(s) made by the Customer(s) or purportedly made by the Customer(s) and referable to such Compromised Registered Device(s), Meezan Digital Banking which was processed by the Bank prior to the Customer(s) notification of their registered Device(s) and/or Meezan Digital Banking Account(s), or which the Bank, notwithstanding its reasonable endeavors, was unable to stop the processing; or
  - b. Any failure by the Bank to carry out any Instruction(s) referable to a Compromised Registered Device(s) which was outstanding at the time the Bank was notified of the registered Device(s) and/or Meezan Digital Banking being compromised and which the Bank had stopped the processing.
- 6.13. For the purposes of this Clause 6, an Instruction(s) shall have been “processed” where the Bank had commenced carrying out the Instruction(s) and it is no longer reasonably able to cancel or revoke the transaction(s) without causing prejudice to the Bank as determined by the Bank in its sole discretion, and an Instruction(s) is “outstanding” where it is at any stage prior to being processed.

## 7. No Warranty

- 7.1. All Content provided through Meezan Digital Banking is provided on an “as is”, “as available” basis. Because of the risks and problems inherent in the Digital Channels (if made available by the Bank), the Bank does not warrant the results that may be obtained from the use of Meezan Digital Banking or the accuracy, adequacy or reliability of any Content obtained through Meezan Digital Banking, whether or not the Content is from the Bank or any other third party, and the Bank expressly disclaims liability for errors or omissions in the Content.
- 7.2. Notwithstanding any other provision of this Agreement, no warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third-party rights, title, satisfactory quality, merchantability, fitness for a particular purpose and freedom from computer virus or other invasive or damaging code, is given in conjunction with Meezan Digital Banking, the Content and/or the Security Code.

## 8. Evidences and Record

- 8.1. The Customer agrees that: -
  - a. The Customer shall not dispute or challenge the validity or enforceability of any Instruction(s) or any communication(s) from the Bank in electronic form on the grounds that it is not a written document and the Customer hereby waives any such right the Customer may have at law; and
  - b. the Instructions and communications from the Bank, though in electronic form, are original documents and that the Customer shall not challenge the admissibility of any Instruction(s) or any communication(s) from the Bank on the grounds that it is made in electronic form.
- 8.2. The Customer acknowledges and agrees that the Bank's records of the Instructions, communications, operations or transactions made or performed, processed or effected by the Customer or any person purporting to be the Customer, acting on the Customer's behalf or purportedly acting on the Customer's behalf, with or without the Customer's consent, and any record of any transactions maintained or by any relevant person authorized by the Bank relating to or connected with Meezan Digital Banking and/or the Services shall be binding and conclusive on the Customer for all purposes whatsoever and shall be conclusive evidence of the transaction and the Customer's liability to the Bank.
- 8.3. 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 hereby waives any of his/her rights (if any) to so object.

## 9. Confirmation from the Bank

- 9.1. The Customer understands that the transmission of Instruction(s) to the Bank through Digital Channel(s) may not be received or completely or accurately received by the Bank for reasons beyond the Bank's reasonable control including but not limited to mechanical, software, computer, telecommunications or electronic failure.
- 9.2. The Customer further acknowledges that unless the Customer receives confirmation of receipt of the same from the Bank, Instruction(s) may not have been received or completely or accurately received and accordingly, may not be processed or accepted by the Bank or may be wrongly processed by the Bank.
- 9.3. The Customer acknowledges and agrees that the Bank shall not be liable to the Customer in any way for any damage, loss, liability, expense or costs whatsoever or howsoever caused arising, directly or indirectly, in connection with the transmission, failure of transmission, or incomplete or inaccurate transmission of Instruction(s) to the Bank through Digital Channel(s) or any lack of confirmation of receipt of any Instruction(s) by the Bank for whatever reason.
- 9.4. For each transaction(s) concluded through Meezan Digital Banking, the Bank shall have no duty whatsoever to send any acknowledgement, advice or statement of any kind to the Customer unless required by Applicable Laws/Regulatory instructions or specifically requested by the Customer and agreed to by the Bank.
- 9.5. Upon receipt of an acknowledgement, advice or Statement of Account from the Bank, the Customer shall have a duty to examine the advice and notify the Bank of any alleged error or irregularity therein.
- 9.6. If the Bank does not receive any notice of alleged error or irregularity within seven (7) days after the date of the acknowledgement, advice or Statement of Account concerned, the Customer shall be deemed to have accepted the contents of such acknowledgement, advice or statement.

## 10. Disclosure of Information

- 10.1. In connection with the use of the Customer's information, the Bank's Data Policy Notice and the latest Customer's written consent or opt-out request (in respect of using the Customer's information for direct marketing purposes) submitted to the Bank shall apply.
- 10.2. The Customer acknowledges and agrees that, because of the risks and problems inherent in the Internet and/or other Digital Channels (if made available by the Bank), the Bank cannot and does not warrant the security of any information transmitted by or to the Customer using Digital Channels.
- 10.3. The Customer accepts the risk that any information transmitted or received from Meezan Digital Banking may be accessed by unauthorized third parties and/or disclosed by the Bank and by its officers, employees or agents in good faith to third parties purporting to be the Customer or purporting to act under the Customer's authority.
- 10.4. The Customer will not hold the Bank or any of its officers, employees or agents responsible or liable, in contract, tort (including negligence or breach of statutory duty), equity or otherwise, for any such access or disclosure or for any damage, loss, liability, expense or costs (whether direct or indirect, or whether foreseeable or not) suffered or incurred by the Customer as a result of any such access or disclosure.

## 11. Limitation of Liability

- 11.1. The Customer agrees and confirms that the Bank shall in no event be liable for any direct, indirect, incidental, punitive, special or consequential damages or economic loss whatsoever or howsoever caused arising directly or indirectly in connection with Meezan Digital Banking, any Instruction and/or these Terms and Conditions, including but not limited to: -
- a. not having sufficient funds in the relevant Customer account to effect payment or transfers;
  - b. any damage, loss, liability, expense or costs suffered or incurred by the Customer arising from or referable to the Instructions given by the Customer being incorrect or inaccurate in any manner whatsoever;
  - c. any damage, loss, liability, expense or costs suffered or incurred by the Customer as a result of use of any Security Code or Compromised Registered Device by any party;
  - d. any damage, loss, liability, expense or costs incurred as a result of any prohibition, restriction, delay in use or access of Meezan Digital Banking caused by compliance with any laws and/or regulations of Pakistan or any other country;
  - e. any damage, loss, liability, expense or costs incurred as a result of any service agreements prescribed by, or any act or omission of, any telecommunications carrier, data center, facilities management or hosting service provider, call center, outsource service provider and/or Internet service provider, network service provider, content provider, and/or other third-party service provider, or any hardware, software or system problem or failure attributable to any of such parties;
  - f. any error(s), problems or failures in transmission of any Instructions through Meezan Bank Digital/Online Banking or transmission by the Bank of any other data or information through Meezan Digital Banking; and/or
  - g. damages for loss of profits, goodwill, use, data or other intangible losses (even if the Bank has been advised of the possibility of such damages) arising from or in connection with:
  - h. any use, inability to use or interruption in the use of Meezan Digital Banking for any reason whatsoever; or
  - i. any system, hardware, software, telecommunications, server or connection failure, error, omission, interruption, delay in transmission, or computer virus.
- 11.2. The Customer will be held liable for any damage, loss, liability, expense or costs suffered or incurred where in the reasonable opinion of the Bank the Customer has acted fraudulently. The Customer may be held liable for any damage, loss, liability, expense or costs suffered or incurred as a result of gross negligence on the part of the Customer.
- 11.3. The Customer expressly agrees that the foregoing exclusions of liability are an essential part of the consideration bargained under these Terms and Conditions and that the fees and charges for Meezan Digital Banking,
- a. if not currently charged, will have to be charged to the Customer;
  - b. if currently charged, will have to be substantially higher, in the absence of such exclusions.



## 12. Indemnity

12.1. The Customer hereby agrees to indemnify the Bank on demand and keep the Bank at all times fully indemnified from and against all actions, proceedings, claims, liabilities (including statutory liability), penalties, demands and costs (including without limitation, legal costs of the Bank on a solicitor and own client basis), awards, damages, losses and/or expenses to which the Bank may be subject for whatever reason in relation to the Customer's use or purported use of Meezan Digital Banking and/or the exercise of the powers and rights of the Bank under this Agreement, including but not limited to:-

- a. any abuse or unauthorized use by any party of the registered Device(s);
- b. any breach by the Customer of these Terms and Conditions;
- c. any failure or malfunction in the Customer's hardware and/or software used in connection with Meezan Digital Banking; or
- d. any viruses and other malicious, destructive or corrupting code, program or macros, Trojan Horses, worms, logic bombs or other software routine or hardware components designed to permit unauthorized access which have been introduced by the Customer or the Customer's computer system to Meezan Digital Banking, which affects or causes Meezan Digital Banking and/or the Bank's hardware, software and/or other automated systems to fail or malfunction; and
- e. any claim by any other party against the Bank arising from sub-clauses (12.1.a), (12.1.b), (12.1.c) or (12.1.d) above.

## 13. Intellectual Property Rights

- 13.1. The Customer acknowledges that: - The Information shall remain the sole property of the Bank. Neither these Terms and Conditions nor any disclosure of information hereunder grants the Customer any rights, title, or license under any trademark, copyright, or patent now or hereafter owned or controlled by the Bank. The Customer further agrees that the Bank shall be the sole owner of all right, title and interest, including all copyrights, patents, trade secrets and other intellectual property rights relating to any designs, documents, inventions, discoveries or copyrightable material, that are made, conceived or reduced to practice based on the Bank's Confidential Information. Customer agrees to assign all such rights to the Bank and execute any documents requested by the Bank to secure such rights in the Bank.
- a. the content, including but not limited to text, software (including any html, java script, java, CGI script or any other computer code), sound, photographs, graphics, graphical user interface, forms, diagrams or other material, used in connection with, incorporated or contained in or presented to the Customer through Meezan Digital Banking; and
  - b. any materials (including any software or computer code of any kind and user manuals) and/or information presented to the Customer by the Bank for use with Meezan Digital Banking, are the exclusive property of the Bank and/or its third-party licensors.
- 13.2. The Customer acknowledges and agrees that the Customer is only permitted to use the Content as expressly authorized by the Bank. These Terms and Conditions does not transfer any right, title or interest in Meezan Digital Banking or the Content to the Customer and the Customer may not copy, modify, reproduce, distribute, publish or commercially exploit the Content or create derivative works from this Content without expressly being authorized to do so by the Bank.

## 14. Force Majeure

- 14.1. The Bank shall not be responsible or liable to the Customer for: -
- a. delays or failure in performance, whether foreseeable or not; and/or
  - b. any damage, loss, liability, expense or costs howsoever arising, whether foreseeable or not, resulting from or due to any circumstances or causes whatsoever which are not within the reasonable control of the Bank.
- 14.2. Without prejudice to the generality of Clause 14.1 above, the following shall be regarded as circumstances and/or causes beyond the Bank's reasonable control: -
- a. flood, lightning, acts of God, fire, earthquakes and other natural disasters
  - b. strikes, labour disturbances, lockouts, material shortages, riots, acts of war
  - c. acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental parliamentary or local authority or any governmental regulations imposed after the fact
  - d. import or export regulations or embargoes
  - e. power failure
  - f. acts or defaults of any telecommunications network operator and
  - g. circumstances where communications lines for the Bank's computer systems cannot be used for reasons attributable to third party telecommunications carriers.
- 14.3. The obligations of the Bank, so far as affected by circumstance or causes beyond the Bank's reasonable control, shall be suspended during the continuance of any delay or failure in performance so caused and such delay or failure shall not be a breach of these Terms and Conditions.

## 15. Notices

15.1. Any notices, demands or other communications may be sent by: -

- a. the Bank to the Customer by facsimile, post or otherwise in writing to the address or facsimile number last known to the Bank or at the Customer's registered office or any of the Customer's principal places of business, and shall be effective (notwithstanding that it is returned undelivered) and shall be deemed to be received by the Customer.
- b. the Customer to the Bank by telefax and shall be effective upon receipt by Customer of the Bank's written confirmation of receipt of the said telefax;
- c. the Customer to the Bank by hand delivery which shall be effective at the time of delivery, or registered mail which shall be effective upon receipt by the Bank; or
- d. the Customer to the Bank by electronic transmission authenticated with the Security Codes in such manner as required or notified by the Bank, and shall, subject to Clauses 6.2 and 8, be effective upon receipt by the information systems of the recipient.
- e. the Bank to the Customer to the Customer's email address notified to the Bank and shall be effective on the date and time of transmission by the mail server operated by the Bank and/or its service provider unless the Bank receives a non-delivery or "returned mail" reply message or any error message indicating that the email was not successfully sent to the Customer's mailbox or the mail server operated by the Customer or the Customer's service provider within twelve (12) hours from the date of transmission of the email from the mail server operated by the Bank or its service provider; and
- f. the Bank to the Customer using such other method as may be prescribed by the Bank and notified to the Customer in accordance with this Agreement.

## 16. Termination, Restriction and Suspension

16.1. The Customer acknowledges that the Bank reserves the right: -

- a. in its absolute discretion to change, restrict or suspend the Service, or forthwith terminate its relationship with Customer or to forthwith deactivate or revoke the Customer's access and use of Meezan Digital Banking without any reasons at any time. The changing of the Service may especially, but not exclusively, take place in the event of a technological or interface-related upgrading or modernization of the Service, while a suspension may especially, but not exclusively, take place in the event of technical problems or serious malfunctions.
- b. to notify the Customer through channel or any other means at its disposal not excluding by giving notice in writing; about the completion of the above. The Bank shall not be liable for any damage suffered by the Customer as a result of such change or suspension;
- c. to restrict the Service for security reasons (security restriction) in the following instances:
  - i. if in the interest of protecting Customers, it is necessary for security reasons due to an attack on the Bank's system, or a suspicion of abuse involving the Service arises;
  - ii. if, in the Bank's judgment, there is reason to suspect that abuse, or unauthorized or fraudulent use, has taken place using the data relating to the identity of individual Customers (User ID, password, PIN code), which could affect several Customers that cannot be precisely determined in advance, and in the Bank's judgment the suspension or the restriction is necessary in the interest of protecting the Customers; or
  - iii. in the event of a mass or targeted phishing attack, or the suspicion thereof.
  - iv. to notify the Customers of the start and end of the restriction on the Meezan Digital Banking, by simultaneously providing such information via the Service and displaying on the website. The Bank shall not be held liable for any direct or indirect damage suffered by the Customer as a result of the security restriction
  - v. to terminate relationship with Customer immediately if the Customer is in default of these Terms and Conditions or any other agreement with the Bank and to suspend the Customer's use of Meezan Digital Banking while the Bank is investigating whether such default may have occurred.

16.2. The Customer may terminate use of Meezan Digital Banking at any time, by giving at least fourteen (14) days' prior written notice to the Bank, advising of Customer's intent to cancel. The Bank reserves a reasonable amount of time to act upon the Customer's request to terminate Customer's access rights to Meezan Digital Banking, which in no event, shall be less than Fourteen (14) Business Days. If the Customer has scheduled transactions to occur within the Fourteen (14) Business Days notification period and do not want them to occur, the Customer shall separately cancel those transactions. The Customer shall solely be responsible for all transactions (and any fees related to such) occurring prior to our completing the termination of the designated Service(s). Termination of relationship with the Customer (howsoever occasioned) shall not affect the on-going operation of any indemnity given by the Customer in respect of these Terms and Conditions for Meezan Digital Banking.

16.3. Immediately upon the termination of relationship by either party for whatever reason, the Customer agrees that he/she shall forthwith cease to use any Digital Channels and/or Meezan Digital Banking;

- 16.4. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination. Without prejudice to the generality of the aforesaid, the obligations under Clauses 10 through 20 and 22.4 shall survive the termination of this Agreement.
- 16.5. Bank reserves the right to suspend any Meezan Digital Banking account that has been inactive for more than 3 months and subsequently disable the service if not activated by the Customer within 1 month of deactivation. The Customer has right to apply for the service again.

## 17. Amendments

- 17.1. The Customer acknowledges and agrees that the Bank may impose such further terms and conditions and to make such changes to these Terms and Conditions as well as to any of the Bank's terms and conditions applicable to each of the services or products available under Meezan Digital Banking as the Bank may in its discretion deem fit from time to time. Upon any change in the terms and conditions of this Agreement, the Bank will notify the Customer by such method of notification as may be designated by the Bank, which may include notification by way of email or by posting the changes on-line. If the Customer does not agree to be bound by the changes, the Customer shall cease all access and/ or use of Meezan Digital Banking and shall terminate this relationship immediately by giving written notice to the Bank.
- 17.2. The Customer further agrees that if the Customer continues to use and/or access Meezan Digital Banking after being notified of such change to this these Terms and Conditions, such use and/or access shall constitute an affirmative: -
- a. acknowledgement by the Customer of these Terms and Conditions and its changes; and
  - b. agreement by the Customer to abide and be bound by these Terms and Conditions and its changes.

## 18. Governing Law and Jurisdiction

The construction, validity and performance of this Agreement shall be governed in all respects by the laws of Islamic Republic of Pakistan. The parties hereby submit to the exclusive jurisdiction of the Pakistan courts.

## 19. No Assignment by the Customer

The Customer agrees and undertakes not to assign, charge or otherwise deal with this Agreement in any way. The Bank may, without notice or consent of the Customer, assign any rights under this Agreement, assign, transfer and/or delegate or sub-contract any rights or obligations under this Agreement to any other third party.

## 20. Waiver

No forbearance, delay or indulgence by the Bank in enforcing the provisions of this Agreement shall prejudice or restrict the rights of the Bank nor shall any waiver of the Bank's rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for the Bank is exclusive of any other right, power or remedy available to the Bank and each such right, power or remedy shall be cumulative, unless where otherwise expressly stipulated in this Agreement.

## 21. General Disclosure

- 21.1. I certify that my attention is drawn, in particular, to the contents listed below, which details are fully stated in the Meezan Digital Banking Terms and Conditions
- 21.2. Customer should notify the Bank immediately if the Customer has reason to believe or suspect that the registered Device(s) or Security Code has become known or been revealed to any other person or there is an unauthorized transaction.
- 21.3. If Customer acts fraudulently or with gross negligence including but not limited to failing to report security incidents immediately to the Bank or failing to protect the registered Device(s) (such as password or login information), Customer shall be responsible for all losses incurred.
- 21.4. All fee and charges applicable to Banking Services will continue to apply in full force for use of Meezan Digital Banking service. The Bank reserves the right to impose, set and/or modify the fees and charges payable by the customer for use of Meezan Digital Banking.
- 21.5. Customers have a responsibility to ensure that transactions are carried out in a safe and secure manner. Customers have to take all necessary precautions protect their confidential data, such as the password or login information and undertake not to disclose any registered Device(s) to, or permit the use of registered Device(s) by any third party.
- 21.6. For reporting security incidents or complaints, Customer can inform the Bank by calling the Hotline at +92-21-111-331-331 or +92-21-111-331-332.



## 22. Customer Acceptance

- 22.1. By accepting these Terms and Conditions, I hereby give my consent to Bank for providing me Meezan Digital Banking. Bank is not liable for any loss incurred by the misuse of my Personally Identifiable Information (PII) and Account related Information.
- 22.2. In consideration of Bank making available the Services through Meezan Digital Banking I unconditionally acknowledge, accept and understand as follow:
- 22.3. By accessing and/or using Meezan Digital Banking, I have accepted and agree to be bound by the Terms and Conditions stated herein or as may be amended by Bank from time to time.
- 22.4. I irrevocably and unconditionally accept as binding any service availed and/or financial transaction made or given through Meezan Digital Banking my own risk and responsibility/liability and Bank records of any financial transaction processed through Bank Mobile Banking shall constitute binding and conclusive evidence of such financial transaction for all purposes.
- 22.5. I further acknowledge that any Services accessed or utilized through Meezan Digital Banking shall be subject to Bank's terms and conditions as applicable from time to time including but not any fees, expenses or charges relevant thereto which Bank may directly debits from my Account (s).

## 23. Compliance with Laws and Instructions

- 23.1. The Customer shall not allow any other person to operate the Digital Channels on his/her behalf and will not leave the Device unattended.
- 23.2. The Customer shall be liable to comply with any other measures and requirement, which Bank may advise from time to time.
- 23.3. The Customer shall be liable to comply with all laws, rules and regulations, including directives issued by SBP.