

Meezan Bank Internet Banking

Terms & Conditions

Terms and Conditions for Meezan Bank Internet Banking Facility/Services Pakistan

NOTICE

Please read the following Terms and Conditions carefully as access to and use of Meezan Bank Internet Banking Facility is subject to these Terms and Conditions. By accessing this website or any webpage thereof, the Customer unconditionally and irrevocably agrees to be bound by the Terms & Conditions. If the Customer does not agree with these Terms and Conditions please do not access this Site or any webpage thereof.

1. Definitions

- 1.1 "Terms and Conditions/ Agreement" means these terms and conditions and as amended/ modified by Meezan Bank Limited from time to time which will be posted on this website
- 1.2 "I/We/Us/Customer(s)" means the customer of Meezan Bank Limited accessing and or using Meezan Bank Internet Banking Facilities/Services
- 1.3. "Meezan Bank" means Meezan Bank Limited, having its registered office at 3rd Floor, PNSC Building, MT Khan Road, Karachi, Pakistan
- 1.4 "Meezan Bank Internet Banking Facilities/Services" means Meezan Bank Internet banking services available and provided on this Site and the "Services" means the banking services available through Meezan Bank from time to time which enable the Customer to obtain information and /or to carry out certain banking transactions/services pertaining to the Account(s) through computer, telephone, personal digital assistant and /or electronic device linked to Meezan Bank Internet Banking.
- 1.5 "PIN" refers to the 4-digit number selected by the customer as per the procedure laid out in this Site.
- 1.6 "Password" refers to the 6 to 16 alphanumeric characters selected by the customer as per the procedure laid out in this site.
- 1.7 "Account (s)" means the saving account or current account and certificates of investments/deposits of the customer maintained with Meezan Bank or which may be opened in the future by the Customer.
- 1.8 "Statement of Account" means a period statement/written confirmation of Meezan Bank in relation to an Account containing details of transactions conducted during the proceeding six months period or any period as requested by the Customer.
- 1.9 "Site" means this Meezan Bank website at www.meezanbank.com as amended and modified from time to time by Meezan Bank.

2. Customers Acceptance

- 2.1 In consideration of Meezan Bank making available the services through Meezan Bank Internet Banking Facilities/services, I acknowledge, accept and understand the following:
- 2.2 By accessing and/or using Meezan Bank Internet Banking Facilities/Services, I have accepted and agree to be bound by the Terms and Conditions stated herein.
- 2.3 I irrevocably and unconditionally accept as binding any service availed and/or transaction made or given through Meezan Bank Internet Banking Facilities/Services at my own risk and responsibility and Meezan Bank records of any transaction processed through Meezan Bank Internet Banking Facilities/Services shall constitute binding and conclusive evidence of such transaction for all purposes.
- 2.4 I further acknowledge that any Services accessed or utilized through Meezan Bank Internet Banking Facilities/Services shall be subject to Meezan Bank's terms and conditions as applicable from time to time including, but not limited to, any fees, expenses or charges relevant thereto which Meezan Bank may directly debits from my Account (s).

3. Customers Responsibilities for Security

- 3.1 I will be responsible to keep confidential my Password/PIN generated by me by following the procedure outlined on this Site and the same will not be disclosed to any other person and I will safeguard it from being divulged and/or being used by any other person (s).
- 3.2 I will immediately inform Meezan Bank by calling on +92-21-111-331-331 if I discover or suspect that the Password/PIN or any part thereof is known to someone.
- 3.3 I will not allow any other person to operate Meezan Bank Internet Banking Facilities/Services on my behalf and I will not leave my computer unattended during the time when I am on line. Neither will I access the Meezan Bank Internet Banking Facilities/Services from a computer connected to a local area network (LAN) without ensuring that no one else is able to observe or copy my access or obtain access to Meezan Bank Internet Banking Services.
- 3.4 I will be responsible to comply with any other measures and requirement, which Meezan Bank may advise from time to time.

4. Accesses and Use of Meezan Bank Internet Banking Facilities/Services

- 4.1 I will only use the Meezan Bank Internet Banking Facilities/Services on a computer or other internet access device which I own or rent I will not access and use Meezan Bank Internet Banking Facilities/Services on a computer or any other internet access device which belongs to any other person or which is owned and provided to me by my employer without such persons as the case may be or my employer previous written permission. Meezan Bank Internet Banking Facilities/ Services will not be responsible for any loss damage or harm caused to any person as a result of my not complying with this condition.
- 4.2 Meezan Bank will not be responsible if I am unable to gain access and /or use Meezan Bank Internet Banking Facilities/Services due to reasons beyond its control, including without limitation, any computer and telecommunication, electrical, technical or network failure/malfunction.
- 4.3 Meezan Bank will on a best effort basis make available Meezan Bank Internet Banking Facilities/Services for use however I agree that the routine maintenance requirements excess demand on the system and reason beyond control of Meezan Bank may cause disruptions in availability of this facility.
- 4.4 I agree that in relation to Meezan Bank Internet Banking Facilities/Services, by giving a notice to me Meezan Bank will be entitled to:
 - 4.4.1 Change the mode of operation
 - 4.4.2 Add or remove or otherwise change the Services/facilities provided under this Site.
 - 4.4.3 Close down temporarily or permanently Meezan Bank Internet Banking Facilities/Services.
- 4.5 I will be responsible, at my own cost and expense, to ensure that my computer or any other device through which I access Meezan Bank Internet Banking Facilities/Services is compatible with the service system used by Meezan Bank. Meezan Bank will not be responsible for any loss, damage or harm arising due to non-compatibility between Meezan Bank systems and the computer or other device from where I access Meezan Bank Internet Banking Facilities/Services.
- 4.6 I will be responsible to keep the computer or other devices to be use to access and use Meezan Bank Internet Banking Facilities/Services safe and free from any computer virus and any similar programs/software and ensure that they are adequately protected against acquiring computer virus.
- 4.7 I am aware and agree that internet communications are not secured unless the data is being sent in an encrypted form. I also agree that Meezan Bank will not be responsible for any unauthorized access and use by a third party and/or corruption of data being sent through the Meezan Bank Internet Banking Facilities/Services. Further, I will acquaint myself with the process/method of using the facility available on the Site and Meezan Bank shall not be responsible for any errors made by my self and /or other accountholders.
- 4.8 Meezan Bank Internet Banking Facilities/Services is intended to be used by the Customer in Pakistan and in case I access and use Meezan Bank Internet Banking Facilities/Services from a foreign country or outside Pakistan I will be responsible to comply with laws and regulations of the same country/territory including without limitation obtaining any license required for use, import/export of the software/program used for Meezan Bank Internet Banking Facilities/Services to that country.

- 4.9 I will be responsible for all claims, actions damages or losses incurred by my internet service provider in relation to my accessing and using Meezan Bank Internet Banking Facilities/Services.

5. Customers Instructions for Services

- 5.1 Any instructions given to Meezan Bank through use Meezan Bank Internet Banking Facilities/Services and by using my Password/PIN and the same instruction will be deemed to be given by me and Meezan Bank shall be entitled to assume that the referred instructions are genuinely given by me and I will protect Meezan Bank for acting on such instructions. Meezan Bank shall be entitled to act on my instructions without any further written or other confirmation from me, even if those instructions have not been actually given or authorized by me. I understand that Meezan Bank is only providing a facility (without obligation) of carrying out my transactions in relation to my Account(s).
- 5.2 I will be fully responsible for any instruction given to Meezan Bank in relation to the services available via the Meezan Bank Internet Banking Facilities/Services and Meezan Bank will not be liable in any manner for any unauthorized fraudulent or erroneous instruction.
- 5.3 I agree that Meezan Bank may, in its sole discretion, refuse to carry out any instructions given in relation to the Meezan Bank Internet Banking Facilities/Services if it has reason(s) (in which the decision of Meezan Bank will be final and binding on me) to believe that the instructions are not genuine or otherwise improper or unclear or raise a doubt or in case any instructions appear to be illegal/suspicious in any respect.. I will check the Statements for all of my Accounts for any unauthorized transaction. In case of any discrepancy in details of any transactions carried out in respect of the Account, I will immediately inform Meezan Bank in writing. Provided that Meezan Bank will not be responsible in any manner for such discrepancies, if it has reason to believe that such discrepancies resulted due to any reason not attributable to Meezan Bank. If I fail to notify within seven (days) days from the date of the Statement of Account and the transactions(s) will be considered correct and accepted by me.
- 5.4 I understand and agree that Meezan Bank in its discretion by notice to may withdraw or charge for the Services at time. Meezan Bank will not acknowledge receipt of any instructions given by me nor shall it be responsible to verify any instructions. Meezan Bank will Endeavour to give effect to instructions on a best effort basis.
- 5.5 I understand that no written advice or confirmation will be made and issued by Meezan Bank for any transactions conducted on the Meezan Bank Internet Banking Facilities/Services although such transaction will be recorded in the Statement of Account as issued by Meezan Bank periodically to me on my request.
- 5.6 I agree that Meezan Bank will not be liable in any manner for, including but not limited to the following:
- 5.6.1 Any failure to act upon any instructions or to provide the Services for any reason that is beyond Meezan Bank's control
 - 5.6.2 Acting in good faith on any instructions received by Meezan Bank
 - 5.6.3 Any error default delay or inability to act on all or any of the instruction given through Meezan Bank Internet Banking Facilities/Services
 - 5.6.4 Loss of any instructions given by me through Meezan Bank Internet Banking Facilities/Services
 - 5.6.5 Unauthorized access by any other person to any instruction given by me through Meezan Bank Internet Banking Facilities/Services
 - 5.6.6 For any loss or damage that may arise or be incurred directly or indirectly by reason of Meezan Bank carrying out my instructions or failure of Meezan Bank Internet Banking Facilities/Services
 - 5.6.7 For any change alteration additions or deletions to these Terms and Conditions the services the systems of operation of Meezan Bank Internet Banking Facilities/Services or the daily cut-of times
 - 5.6.8 For any partial incomplete, late or failed transfer or bill payment to any payee nominated under the Meezan Bank Internet Banking Facilities/Services due to reasons beyond Meezan Bank's control
- 5.7 Any information given by me will be correct and Meezan Bank will be entitled without any obligation, to review or monitor such information for security, administration or any other purpose such information will be the property of Meezan Bank
- 5.8 Any instruction submitted through Meezan Bank will not be affected and remain valid if operations of Meezan Bank Internet Banking Facilities/Services is suspended or comes to an end due to any reason.

6. Execution of Instructions/Transactions

- 6.1 On instructions given through Meezan Bank Internet Banking Facilities/Services, Meezan Bank will be entitled to debit any amount along with the applicable charges/fees as applicable from time to time or the transactions from your Account(s) as instructed by you. The instructions given on Meezan Bank Internet Banking Facilities/Services cannot be reversed. Meezan Bank will not be responsible for, including but not limited to the following:
- 6.1.1 To reverse an instruction given through Meezan Bank Internet Banking Facilities/Services
 - 6.1.2 To accept any instructions which are conditional or which require Meezan Bank to make payment to a third party earlier (or later) than the time Meezan Bank requires according to normal banking practice.
- 6.2 Meezan Bank in its sole discretion will be entitled to refuse to carry out an instruction submitted through Meezan Bank Internet Banking Facilities/Services or may require me to provide a written confirmation of such instructions.
- 6.3 Meezan Bank will act on instructions in accordance with cut-off times as notified through Meezan Bank Internet Banking Facilities/Services or in absence of such notice as per the normal banking practice.
- 6.4 In the absence of special instructions, Meezan Bank may convert all transfers to my Account(s) into the currency of the Account(s) at Meezan Bank's selling rate of the currency.
- 6.5 All transfers requested by me will be converted by the paying bank into local currency at its buying rate unless the payee has made special arrangement with the paying bank.
- 6.6 Withdrawals and/or transfer of funds will not be permitted against unlearned funds.
- 6.7 Meezan Bank will not be liable for any act or omission of any corresponded or paying bank or for any error or delay in transaction. The Customer agrees to indemnify and hold Meezan Bank harmless against such all losses, damages and expenses incurred by Meezan Bank in relation to any demand drafts or other instruments issued by Meezan Bank or any telegraph transfers made by Meezan Bank on my instructions.
- 6.8 If the Cheque or demand drafts are lost, stolen or destroyed I will indemnify Meezan Bank and agree to hold it free and harmless from all liability with respect to the lost, stolen or destroyed Cheque or drafts.
- 6.9 If the transfer authority is submitted through Meezan Bank Internet Banking Facilities/Services, Meezan Bank may act upon such authority/instructions and may presume that the same are genuine and accurately represent the wishes of the Customer, even if the instruction are actually compiled or sent in error or by fraud or negligence or altered or amended by someone other than the Customer with or without the actual knowledge or instruction of the Customer. Meezan Bank has no duty to verify the facts and genuineness of the instructions
- 6.10 I agree to hold harmless and indemnify Meezan Bank against any loss, costs, damages, expenses, liabilities or proceedings, which Meezan Bank may incur or suffer as a result of Meezan Bank acting upon or delaying to act upon or refraining from acting upon the said instructions.
- 6.11 On my request, Meezan Bank may provide to other co-account holder(s) the Meezan Bank Internet Banking Facilities/Services if I have a joint Account(s) and in that case, we will be joint and severally bound hereunder and responsible to comply with the Terms and Conditions and all liabilities and obligations arising due to access and use of the Site either by any one of us or by all co-account holders collectively.
- 6.12 We also agree that any instructions given by any of the signatories/co-account holders will be binding on all of us/Join account holders and Meezan Bank Limited will not be response for any claim and dispute between us.

7. Charges

- 7.1 Meezan Bank will be entitled to:
- 7.1.1 Charge fees and services for access and use of Meezan Bank Internet Facilities/Services.
 - 7.1.2 Charge applicable fees and service charges for carrying out transactions on Meezan Bank Internet Banking Facilities/Services such charges are notified in the schedule of charges issued by Meezan Bank from time to time.
 - 7.1.3 Debit the said fees from my Account(s)

8. Liability for Loss or Damage

- 8.1 Subject to the Terms and Conditions and without prejudice to the rights of Meezan Bank here under Meezan Bank will take reasonably practicable steps to ensure that its systems in connection with Meezan Bank Internet Facilities/Services are adequately secure and to manage and control the risks in operating the systems, taking into account all laws regulations, rules, circulars, codes of conduct and good practices prevailing in the banking industry as applicable from time to time.
- 8.2 Meezan Bank will not be liable for any loss or damage of whatsoever nature, whether direct or indirect or consequential to me including my successors, executors and administration as result of making Meezan Bank Internet Banking Facilities/Services available to me and such loss or damage may include without limitation the following:
- 8.2.1 Acting on an instruction, which has been validly authenticated as submitted by me but which intact was given fraudulently by a third person/party
 - 8.2.2 Meezan Bank Internet Facilities/Services being totally or partly unavailable for any reason
 - 8.2.3 Execution of my instruction delayed or not being acted upon by Meezan Bank
 - 8.2.4 My reliance on the information provided on Meezan Bank Internet Facilities/Services.
 - 8.2.5 Any access by a third party to information about my Account(s)
- 8.3 I will indemnify Meezan Bank, its employees, agents, representatives and nominees on a full indemnify basis from and against all actions, claims, proceedings, demand losses damages, harms (including direct or consequential) costs, expense, charges taxes, penalties and legal costs and any other liabilities of whatsoever nature which Meezan Bank may incur, suffer by reason of my accessing and/or using Meezan Bank Internet Facilities/Services.

9. Use of information and Materials

- 9.1 I understand and agree that the information and materials contained in these Pages/Site and the terms, and Conditions and description that appear, are subject to change by Meezan Bank, unauthorized use of the Site and/or other Meezan web Sites and system including but not limited to unauthorized entry into Meezan Bank systems, misuse of passwords or misuse of any information posted on the Site is strictly prohibited.
- 9.2 I agree that by making available Meezan Bank Internet Facilities/Services to me. Meezan Bank is granting me a non- exclusive, non-transferable, temporary license to use this Site and related software to use Meezan Bank Internet Facilities/Services and this permission is restricted to authorized and legitimate access and use of Meezan Bank Internet Facilities/Services. All materials and information and trade mark(s) Name given in this Site belongs to Meezan Bank. In this regard I agree as follows:
- 9.2.1 Not use this information/material except in connection with access and using Meezan Bank Internet Facilities/Services
 - 9.2.2 Not to make/take copies sell, assign, commercially, rent sub-license otherwise transfer the same to any third persons
 - 9.2.3 Not attempt or decompose, reverse or tamper with the system/soft ware related to Meezan Bank Internet Facilities/Services.

10. No Warranty

- 10.1 The information and materials contained in this Site, including text, graphics, links, or other items are provided "as is". As it is on "As available" basis, Meezan Bank does not warrant the accuracy, adequacy or completeness of this information and materials and expressly disclaims liability for errors or omissions in this information and materials no warranty of any kind, implied, expressed or statutory including but not limited to the warranty of non- infringement web infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus, is given in conjunction with the information.

11. Limitation of liability

- 11.1 In no event will Meezan Bank be liable for any damages, including without limitation direct or indirect special, or consequential damages losses or expenses arising in connection with this Site or if any linked site or use of this or any linked site or inability to use by any party or in connection with any failure of performance error omission interruption, defect delay in operation or transaction computer virus or line of system failure even if Meezan Bank or representative thereof are advice of the possibility of such damages, losses or expenses.

12. Availability

- 12.1 This Site is not intended for distribution to, or use by, any person or entity in any jurisdictions or country where such distribution or use would be contrary to local laws of regulations.

13. Additional Terms

- 13.1 These Terms and Conditions are in addition to the terms and conditions applicable to the accounts and services and other terms and conditions which govern the services and consumer banking facilities provided by Meezan Bank in the event of a conflict between theses Terms and Conditions and other Term and conditions these Terms and Conditions will prevail over other terms and conditions as dispute relates to internet banking facility as provided through Meezan Bank Internet Facilities/Services.

14. Miscellaneous

- 14.1 If any of the provision of the Terms and Conditions stated herein is unenforceable the other terms and conditions remain valid and will not affect is enforceability therefore
- 14.2 Any waiver or relaxations given by Meezan Bank will not be construed a waiver permanently and such waiver will not affect adversely the rights of Meezan Bank under this/Agreement at any other time
- 14.3 Meezan Bank will have the right to change these Terms and Conditions at any time by giving a notice in such a manner as solely determined by Meezan Bank.

15. Governing Law

- 15.1 These Terms and Conditions, access and use of Meezan Bank Internet Facilities/Services shall be governed applicable laws of Pakistan and both parties to this Agreement agree to submitted to the jurisdiction of courts in Pakistan, However, Meezan Bank will have the right to pursue its remedies in and outside Pakistan and in the courts of any other jurisdictions which is considered appropriate by it.