# TERMS AND CONDITIONS FOR NBP DIGITAL MOBILE BANKING

These terms and conditions are applicable on all NBP Digital Mobile Banking Application users for the services (defined below):

## 1. DEFINITIONS

In these terms and conditions, the following terms shall have the following meanings:

**Login Password:** The password which is used for log on to NBP Mobile Banking. First-time login password is system generated and thereafter customer changes login password.

**Login PIN:** PIN is a 6-digit numeric value used for log on to NBP Mobile Banking, which is created by user himself after first time login.

**Passwords:** Login Password & one-time password used for non-financial transactions.

**One-time Password (OTP)** System generated alphanumeric code which is used for identification of a genuine customer for non-financial transactions (sent via SMS & Email).

**Bank/NBP:** National Bank of Pakistan.

**Eligible Customer/Customer:** The person who holds an Eligible Account with the Bank either Conventional and/or Islamic.

**Eligible Account:** An account either in the name of an account holder or joint account with operational instructions of "Either or Survivor”; on the basis of which Mobile Banking may be provided on the request of the account holder or account holders, as the case may be.

**Device:** Personal Computers (PC), Laptop, Tablets, Mobile, Personal Digital Assistant or such other devices which may be used to access NBP Mobile Banking.

**NBP Mobile Banking Service or Services:** NBP banking services provided through Mobile Application.

**Bank Statement:** Summary of financial transactions held over a given period on a bank account held by a customer with NBP.

**You or your:**are references to the Customer in whose name(s) the Eligible Account is being maintained at NBP.

**MPIN:** MPIN is the Mobile Banking Personal Identification Number which is Customer generated four (04) digits code used for making financial & non-financial transactions.

**Two Factor Authentication:** It’s a dual factor authentication in which the user provides two different authentication factors [such as Login Password (first factor) and OTP (second factor)] to verify themselves to better protect both the user's credentials and the resources the user can access.

**Branchless Banking Agent Partners:** Branchless Banking Agent is defined as retail network used for providing financial services on behalf of NBP.

## 2. AVAILABILITY & USAGE OF MOBILE BANKING

2.1 The Service will be available only for eligible customers of NBP.

2.2 Service will be provided only on active accounts of NBP. In case customer’s account gets inactivated, inoperative and/or dormant for whatsoever reason, Mobile Banking will be stopped too on immediate basis. However, when customer account’s status changes to active status again customer will be able to use Mobile Banking as previous.

2.3 Subsequent to registration, initially a system generated One-time password for login will be sent to customer through SMS to have access to Mobile Banking which then have to be changed by customer to create his/her Login PIN. Login PIN will be used to identify you whenever you will have access to Mobile Banking.

2.4 Bank reserves the right to record & process customer’s data which is mandatory to provide the services.

2.5 You irrevocably and unconditionally accept as binding any Service availed and/or transaction and/or instruction made or given through the service by you at your own risk and responsibility.

2.6 The instructions given on this service to process any transaction cannot be reversed.

2.7 All instructions given by customer(s) through the Mobile Banking Service will be recorded and maintained in database of NBP and can be used for any legal inquiry as and when required.

2.8 The Bank's will keep records of any transaction/service processed/availed/executed through the Service & shall constitute binding and conclusive evidence of such transaction/services conducted by Customer.

2.9 The Customer agrees to hold harmless and indemnify NBP, its officers, Executives, Employees, Management and Board of Directors against any loss, cost, damage, expense, liability or proceedings which the customer may incur or suffer as a result of NBP acting upon or delaying to act upon or refraining from acting upon the said instructions.

2.10 The availability/non-availability of a particular service shall be at the discretion of NBP. Notwithstanding the forgoing, the Bank shall endeavor to provide the Mobile Banking to its customers without any interruption provided that all dependent services are working smoothly and without having any issue of system glitches.

2.11 Any customer who registers for NBP Digital will not be able to make financial transactions until he/she upgrades registration.

2.12 It is mandatory for NBP Digital registration upgrade to have debit card issued & activated against Account Number on which NBP Digital has been registered and also successful email address registration.

2.13 Only successful registration upgrade allows customer to perform financial transactions.

## 3. DEVICE COMPATIBILITY

3.1 The service will only be available on devices which meet the required specifications and configurations as specified by the Bank from time to time.

3.2 NBP Mobile Banking Application will be a native Mobile Application on following platforms:

* Android Phones – Android Version Gingerbread (2.3-2.7) and above
* iPhone – iOS version 7.1.2 and above

3.3 The Bank shall not be liable to you for any loss you suffer as a result of any incompatibility between the Service Software and any device from which you access the service.

3.4 Service may not be accessible on a Jailbroken and/or rooted devices. The customer is solely responsible for protecting the device and ensuring that the service is not accessed / used on a Jail broken and/or rooted device. NBP shall not be responsible for any financial & non-financial loss occurred due to Jailbroken and/or rooted device.

## 4. REGISTRATION OF EMAIL ADDRESS THROUGH MOBILE BANKING APPLICATION

4.1 If email address is not registered or empty in NBP records at the time of Mobile Banking registration upgrading then customer can register his/her email address through Mobile Banking registration upgrading process.

4.2 Email address provided by customer at the time of Mobile Banking upgrade registration will get registered in NBP records, on which customer will start receiving one time passwords from bank’s system for making transactions & authentication of the customer.

4.3 Customer will be solely responsible for authenticity of the “Email Address” provided at the time of Mobile Banking registration upgrade. NBP shall not be held responsible for any financial/non-financial loss occurred due to incorrect email address.

4.4 Bank’s representative may make an outbound call for verification of the email address/customer. Bank in case of negative verification, security reasons or any reasonable ground may not register provided email address & consequently do not upgrade the registration.

## 5. RESPONSIBILITIES AND OBLIGATIONS OF THE CUSTOMER

5.1 You must not allow anyone else to operate the Service on your behalf. In case of breach of this condition NBP shall not be liable for any loss and/or damage which may consequently occur to you.

5.2 You must not leave the device unattended while you are using the Internet/Mobile Banking.

5.3 The customer is solely responsible to follow instructions to avail services and to adopt the security protocols and such other guidelines as may be provided by the Bank from time to time through notification on its website and/or through other channels such as email/SMS alerts and/or other ways as the bank may feel appropriate in this respect.

5.4 The Bank accepts no liability for any consequences whether arising out of inaccurate information supplied and breach of security protocols for sharing password credentials.

6. SECURING THE PASSWORDS, PIN AND MPIN

In connection with your Passwords, PIN & MPIN, please observe the following:

6.1 You should immediately create the new login PIN after first time login with system generated password for using Mobile Banking services.

6.2 You should change your “Login PIN” frequently and shall do so whenever the service requires you to do so. You should not choose a login PIN you have used before.

6.3 Whenever you choose a Login PIN, you must take care of not to choose pin and MPIN that is likely to be guessed by anyone. Such as you should avoid your own or birth date, - or any part of your mobile/telephone number.

6.4 You must take all reasonable steps to ensure that you safeguard your Login Password/PIN and MPIN at all times. You must not disclose Passwords/PIN/MPIN to anyone else, including a member of Bank’s staff, or to someone giving assistance on a technical helpdesk in connection with the Service

6.5 You must not record/save your Passwords, PIN and MPIN in a way that could make them recognizable by someone else. -

6.6 Never share your passwords, PIN & MPIN or any personal details/information with anyone. In case of breach of this condition, NBP shall not be liable for any dispute, loss, damage which may occur and/or be sustained by you.

6.7 The Security of PIN & MPIN must not be endangered or compromised by choosing a MPIN/PIN that can be easily guessed, such as four of the same numbers or numbers in a sequence such as 1234.

7. DEVICE VERIFICATION/BINDING

In connection with two factor authentication, customer accepts and undertakes that it is the customer’s responsibility to only verify/bind the device (with system generated OTP) that he/she trusts in order to access Mobile Banking Application.

8. OTP SERVICE

8.1 OTP is used for security verification where customers are required to provide system generated OTP to verify themselves when operating Mobile Banking. The OTP will be sent via short messaging system (SMS)/E-mail to customer’s registered mobile number/E-mail address with NBP.

8.2 Customer will receive OTP via SMS/e-mail; when abroad if the registered mobile phone number is on roaming mode at customer’s own cost of prevailing telco charges or any fee imposed by respective mobile phone service provider or any other party, provided telco supports and provides such international SMS on roaming facilities.

8.3 You acknowledge that the delivery of the OTP may be delayed or prevented by factor(s) outside the Bank’s control. NBP shall not be liable for any loss, damage, expenses, fees, costs (including legal costs on a full indemnity basis) that may arise, directly or indirectly, in whole or in part, from:

* The non-delivery, the delayed delivery, or the misdirected delivery of the OTP
* The non-receipt of the OTP
* Inaccurate or incomplete content in the OTP
* Reliance on or use of the information provided in the OTP
* Misuse of OTP

9. BENEFICIARY MANAGEMENT & TRANSACTIONS

9.1 It is customer’s responsibility to provide the correct details of beneficiary for adding them in their trusted beneficiaries list of Internet/Mobile Banking.

9.2 For adding beneficiary in Internet/Mobile Banking, customer will authenticate the addition with MPIN.

9.3 Based on the previous consideration of customer for adding beneficiary, transactions to added beneficiaries will be made without authentication of MPIN. Bank shall not be held liable for any beneficiary transactions based on the ground for not taking input of MPIN at the time of making transaction.

9.4 However, non-beneficiary transactions will require customer to add the details of beneficiary at the time of making transaction & authenticate the same with MPIN.

9.5 Customer will be responsible for all transactions made to beneficiaries & non-beneficiaries as well.

9.6 Customers will be ultimately responsible for following or not any advice, recommendations or any other course of action with regard to (but not limited to) beneficiary transactions.

10. ELECTRONIC MAIL (E-MAIL)

To ensure secure e-mail communications, use the secure e-mail located within the "Secure Support" link at the top of every web page. Communication by general e-mail is not secure and is not advised for confidential and personal information.

11. CHECKING BANK STATEMENTS

You are supposed to check frequently your account activity statement and the moment you become aware of execution of any unauthorized transaction on any of your Eligible Account(s) that has not been validly done or authorized by you, please notify NBP immediately by calling on 111-627-627 (or any other number as the bank may advise you from time to time for this purpose). It is hereby advised that you must check your statement/e-statements of Eligible Account(s) regularly to reconcile balance amount and to identify and report dubious/un-authorized transactions (if any) for early action on part of the Parties.

12. AUTHORITY TO NBP

12.1 You hereby agree that the use of the system generated Password and MPIN provided by you is adequate for identification of you to execute transactions. The Bank is entitled to act on your instructions received through this service without obtaining any further written or other confirmation from you, even if those instructions are not actually given or authorized by you.

12.2 You agree and authorize the Bank to disclose to other institutions, such personal information as may be reasonably necessary for reasons inclusive of but not limited to participation in any telecommunication or electronic clearing network, in compliance with a legal directive, for credit rating by recognized credit scoring agencies, for audit, provision of services by any third party service providers, for collection and fraud prevention purposes, and as may be required by any court order or competent authority or agency under the provisions or applicable laws and/or otherwise to safeguard the interests of the Bank.

13. LIMITATIONS OF NBP'S RESPONSIBILITY

NBP will not be responsible for any of the following:

13.1 To reverse an instruction given through this Service.

13.2 To accept any instruction which is conditional, or which require Bank to make payment to a third party earlier (or later) than the time NBP requires according to normal banking practice.

13.3 NBP, in its sole discretion, will be entitled to refuse to carry out an instruction submitted through this service or may require the customer to provide a written confirmation of such instructions.

13.4 Withdrawals and/or transfers of funds will not be permitted against un-cleared funds.

13.5 When you give an instruction via this service, the Bank will act on that instruction in accordance with the cut-off times notified to you through the Service. From time to time the Bank may notify you of any changes to these cut-off times. Instructions given at any other time may not be acted on until the next Business day. Any delay may happen due to unforeseen events or force majeure conditions and circumstances which are beyond the reasonable control of the bank such as internet failure, connection or labor strikes, system malfunction and or any other reasons where the bank has no control etc.

14. REVERSAL OF INSTRUCTIONS

14.1 In case the bank is instructed by you to reverse an instruction after you have given it, we may at our discretion try to do so to the extent that this is possible under the Rules, Guidelines, Policies and practices of the Bank / banking system / applicable laws etc. (vide 5.4 (1)

14.2 The Bank may, when it believes is justified in doing so:

(i) Refuse to carry out an instruction given via the Service; or

(ii) Require written confirmation from the customer of a particular instruction.

14.3 If the Bank believes that an instruction to execute certain transactions have not been authorized by you then, , it will be entitled to take all reasonable measures to check the validity of such transactions and upon suspicion may reverse any action taken on the basis of that instruction, it is possible that due to precaution of the bank, your authorized transactions may suffer for which you will also hold the bank indemnify and harmless against all legal and regulatory actions, this is one of the conditions precedent to avail services. Moreover, the Bank will not be responsible for any direct/indirect loss to you that may result from such a reversal or action. You agree that you will be responsible for any costs which the Bank may incur as a result.

15. OPERATING TIMES, CHANGES AND DISRUPTIONS

15.1 The Bank shall take reasonable steps to provide you the Mobile Banking service appropriately. You accept, that routine maintenance requirements, system glitches, network failures, excessive traffic on system, force majeure conditions and circumstances beyond our control may mean it is not always possible for the service to be available during its normal operating hours.

15.2 In connection with the service, the Bank is entitled at any time to:

(i) Add to, remove or otherwise change, and or suspend any of the facilities available;

(ii) End the service

15.3 The Bank will not be responsible if you are unable to gain access and/or use Mobile Banking services due to reasons beyond the Bank's control, including with limitation, any technical or network failure or malfunction and routine maintenance/update requirements.

16.  PROTECTING AGAINST VIRUSES

16.1 You must take all reasonable measures to ensure that any device from which you have access to Mobile Banking is free of any viruses and is adequately maintained in every way.

16.2 It is suggested that customer(s) routinely scan their PC/Device using an up-to-date anti-virus protection product.

17. ACCESSING MOBILE BANKING THROUGH THIRD PARTY SERVICES

17.1 The Bank cannot be held responsible for any services through which you access the Mobile Banking that are not controlled by the Bank, or for any loss you may suffer as a result of using such service. You must comply with all the terms and conditions and responsible to pay all the charges, damages etc. connected with it.

17.2 If you access the Service from outside Pakistan, you are responsible for complying with the local laws of that jurisdiction.

18. CANCELLING USE OF THE SERVICE

18.1 Customer may cancel the use of Mobile Banking Service at any time by giving written notice to bank or contacting the Call Center at 111-627-627, such cancellation will not affect any pervious services availed by customer and financial consideration involved therein.

18.2 If you have multiple Eligible Accounts, you may at your discretion cancel the Service in respect of any Eligible Account through service or under intimation to Bank by giving notice to bank.

18.3 If your use of the Service comes to an end for any reason, this will not affect any instructions you have already given via the service.

18.4 Your request to cancel service will take some procedural time and all transactions to be executed before complete closure/cancellation of Services shall be settled by you without any exception.

19. SERVICE CHARGES

19.1 The Bank is entitled:

(i) To charge fees for the service which shall be as per the Bank's schedule of charges available on the website; and

(ii) To change those fees and charges from time to time by giving a 15 days' notice to that effect or by effecting such change through the Bank's schedule of charges.

19.2 You irrevocably authorize the Bank to debit the charges from your account.

20. BANK's RIGHT TO AMEND THE TERMS AND CONDITIONS

20.1 The Bank has the absolute right to change/revise/amend/modify the terms and conditions contained herein by giving you notice in writing or via SMS at least 15 days prior to such change.

20.2 The Bank will give you 15 days' notice of any change before it takes effect, except when notice has to be shorter in order to protect the security of the service or in other circumstances beyond bank’s control.

21 COMMUNICATION BETWEEN CUSTOMER & THE BANK

21.1 Except for situations where these Terms and Conditions refer to you for giving us notice by telephone, you should give us any other formal notice in connection with the Service in writing (in hard copy form) to any of our branches in Pakistan where you maintain an account (or any other address the Bank may notify to you from time to time for this purpose).

21.2 You further authorize the Bank to act on the verbal instructions communicated to a representative of the Bank over the telephone. The Bank reserves the absolute right to verify your identity over the telephone. You will be liable for any and all transactions made after the standard verification by the Bank's representative and will not hold the Bank responsible for acting upon such instructions.

21.3 Any complaints in connection with the Service should be directed to any of our branches in Pakistan where you maintain an account (or any other address as the Bank may notify to you from time to time for this purpose) or you may call at our Call Center to lodge your complaint for resolution.

21.4 If the Bank needs to send you a notice, the address you have given to Bank most recently in connection with any of your Eligible Accounts will be used.

22. SERVICE QUALITY

22.1 In order to protect customer’s & Bank’s interest. You acknowledge and agree that:

1. Telephone conversation(s) of the customer(s) with any authorized representative(s) of Bank may be recorded at the discretion of the Bank which may inter-alia subsequently be used for presentation in competent courts of law/Regulatory body for evidence and other lawful purposes.

23. UNAUTHORIZED USE OF THE INFORMATION, MATERIALS AND TRADE MARKS

23.1 You fully understand and agree that the unauthorized use of the Services, trademarks and systems including but are not limited to unauthorized entry into the Bank's systems, misuse of the Bank's trademarks or misuse of any information made available through the Services is strictly prohibited. Your eligibility for Services is subject to final determination by the Bank.

24. DISCLOSURE REQUIREMENTS

24.1 You hereby acknowledge and agree that the NBP may disclose your personal information if required to do so by applicable laws, when the disclosure is necessary to comply with legal process raised by courts, regulatory or other statutory authorities.

25. DISPUTED TRANSACTIONS

25.1 Any disputed transaction should be reported in writing with all the supporting documentation to the Bank within 10 working days from the date of statement in which the transaction(s) appear. After the lapse of 10 days from the date of such statement, it will be considered and construed that all transactions posted in the statement are acceptable and are in order and the Customer irrevocably agrees and undertakes not to make any claim or raise any dispute with regard thereto after the expiry of aforesaid period.

26. PAY TO CNIC TRANSACTIONS (CNIC TRANSFERS)

26.1 You hereby agree that NBP will rely on the information you have provided in this transaction to execute the funds transfer. You understand that it is your responsibility to provide NBP with accurate information, including the CNIC (Valid NADRA CNIC) and Mobile No. (Active Mobile Number) of the beneficiary for the funds transfer.

26.2 You hereby agree that responsibility of funds transfer against CNIC transfers transaction will be solely yours as an account holder without a ny burden on NBP regarding utilization of funds after receipt from Branchless Banking Agent Partners.

26.3 Standard Charges for Remittances/Taxes/Duties and other tariff as per applicable laws and as per Bank’s Policy will be deducted from your account.

26.4 You can request for reversal of Pay to CNIC transaction if beneficiary haven’t collected the funds from Branchless Banking Agent Partners.

27. BLOCKING OF SERVICE/CHANNEL/ID

27.1 If you discover or suspect that your Login Password or any part of them are known to someone else, you must immediately change the Login Password yourself through Internet/Mobile Banking. If this is not possible, you must notify Bank immediately by contacting 24 hours call center at +92-21-111-627-627. The service will be suspended/blocked until customer’s request for re-activation is received. It is to be noted that the Bank will not under any circumstances be held responsible for any unauthorized use of the services prior to this notification.

27.2 Your request to block service will take some procedural time and all transactions to be executed before complete blocking of services shall be settled by you without any exception.

27.3 You authorize the Bank to block your NBP Mobile Banking Application channel/ID too (in case customer is also using it) on receiving the request of blocking of Internet Banking channel/ID by customer & vice versa.

27.4 If user fails to provide valid password for 3 times in a row, his/her user id will be locked.

27.5 You authorize the Bank to block your Mobile Banking Application channels based on any reasonable ground.

28. IN CASE THE DEVICE IS LOST

You assume full responsibility to inform the mobile phone service provider to block the SIM card or terminate the mobile phone number in case of loss or theft of the mobile phone/device and NBP will not be liable in any way or form by any loss caused thereof.

You undertake to notify the Bank by calling our call center immediately in case of loss/theft of your phone/device in order to protect the interest of all parties.

29. UNBLOCKING/REACTIVATION OF SERVICE/CHANNEL/ID

29.1 Unblocking/reactivation of Mobile Banking will only be performed on receiving request from the customer on NBP’s Call Center from customer’s registered mobile number.

29.2 On receiving request for reactivation of Mobile Application or Internet Banking by customer.

You authorize the Bank to unblock/reactivate your Internet Banking and Mobile Banking Application channels both at the same time.

30. COMPENSATION FOR BREACH OF THE TERMS AND CONDITIONS

30.1 It is responsibility of the customer to compensate Bank for any loss it may suffer as a result of customer’s breaching any term and conditions contained hereunder.

31. THE EXTENT OF BANK’S LIABILITY FOR CUSTOMER’S LOSS OR DAMAGE

31.1 The Bank will take reasonably practicable steps to ensure that its system in connection with the Mobile Banking Application/Internet Banking are installed with adequate security designs and to control and manage the risks in operating the systems, taking into account any law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable on Bank from time to time.

31.2 The Bank will NOT be liable for loss or damage resulting to you through using the service including (but not limited to):

(i) Any machine, system or communications failure (except where such failure should have been prevented by the risks control and arrangement measures had bank adopted such measures, industrial dispute or other circumstances beyond our control that leads either to the Service being totally or partially unavailable or to instructions given via the Service not being acted upon promptly or at all; and

(ii) Any access to information about your Eligible Accounts which is obtained by a third party as a result of using the Service.

(iii) If access is gained to your Mobile Banking Application service through hacking or theft or divulgence of the password by you;

31.3 The information and material provided by the Bank in relation to the Service, including text, graphics, links or other items are provided "as is", "as available". The 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 material. No warranty of any kind, implied, expressed or statutory including but not limited to the warranties of non-infringement of third-party rights, title, merchantability, fitness for a particular purpose and freedom from virus, is given in conjunction with the said information and materials.

31.4 The Bank will in no event be liable for any damages, including without limitation direct or indirect loss, special, incidental, or consequential damages, losses or expenses arising in connection with these Services or use thereof or inability to use, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if the Bank's representatives thereof are advised of the possibility of such damages, losses or expenses. However, in the event that the Bank is held liable for any loss or damage to you as a result of your use of the Service, the Bank shall only be liable for direct loss or damage which, in the ordinary course of events, might reasonably be expected to result from the circumstances in question and only if such loss or damage is caused by our gross negligence or willful default.

32. DEBIT CARD SERVICES

32.1 Customer will be solely responsible for providing details for Debit Card issuance including but not limited to Mailing Address.

32.2 Customer authorizes the Bank to deduct service charges & courier charges from his/her account for Debit Card issuance & delivery as per the SOC of Bank.

32.3 Loss of Debit Card should be immediately notified by the Account holder to the Bank in writing or customer can contact NBP Call Center to report the loss & request for card block, the Bank will not be responsible for any loss incurred by the customer as a result of delayed reporting and request for blocking.

# 32.4 For detailed Terms & Conditions of Debit Card, please refer to the section below of “TERMS AND CONDITIONS FOR NBP DEBIT CARDS”

# TERMS AND CONDITIONS FOR NBP DEBIT CARDS

The following terms and conditions shall apply in respect of a Debit Card and Supplementary Debit Card:

### DEFINITIONS

The following words shall have the meaning stated hereunder, unless the context otherwise requires:

**“Account”** means a Rupee current or savings account which a Cardholder opens individually or jointly and maintains with the Bank and through which Card Transactions are carried out.

**“Accounts”** shall mean more than one current and/or savings accounts opened and operated individually or jointly.

**“Account Holder”** means a person(s) who maintain(s) one or more Accounts with the Bank.

**“Application”** means any request, instruction or application made by an Account Holder through an application form in respect of the Card or Supplementary Card or such form or means as may be prescribed by the Bank from to time.

**“ATM” or “ATMs”** means Automated Teller Machines installed and operated by the Bank in Pakistan and/or abroad and/or Automated Teller Machines of banks participating in the Linked Network and/or the Automated Teller Machines of banks or financial institutions in Pakistan and/or abroad where VISA/MASTERCARD/UNIONPAY/PAYPAK Cards are accepted.

**“Bank” means National Bank of Pakistan or (NBP),** a Bank Constituted under the National Bank of Pakistan, Ordinance, 1949 having its Head Office situated at the National Bank of Pakistan’s Building, I.I. Chundrigar Road, Karachi, Pakistan and includes the Bank’s successors-in-interest and permitted assigns.

**“Card”** means the NBP Debit Card compatible with Chip and PIN Technology issued by the Bank to the Cardholder and bearing the VISA/MASTERCARD/UNIONPAY/PAYPAK logos on the Card and the terms and conditions contained herein. The term “Card” shall also include a Supplementary Card issued by the Bank to a Supplementary Cardholder in accordance with the terms hereof.

**“Chip and PIN Technology”** means a Card that contains data embedded in a microchip and requires the Cardholder to enter a personal identification number (“PIN”) at POS Terminals at Merchant Service/Retail Outlet(s) to complete the transaction.

**“Cardholder/Basic Cardholder”** means an Account Holder maintaining an Account with the Bank and to whom a Card is issued and shall also include every Supplementary Cardholder.

**“Card Transaction”** means a cash withdrawal or payment made by a Cardholder using the Card, and includes without limitations, fees debited by the Bank to affect a Card Transaction or in connection with a transaction and the term “Card Transaction” shall be construed accordingly.

**“Linkage Accounts”** means Accounts which are linked by the Bank to the Card at the request of the Account Holder, for the purposes of the Card Transactions or other Services.

**“Linked Network”** means the 1-LINK network which honors the Card and/or and any other networks which the Bank becomes a member of.

**“Merchant Service/Retail Outlet(s)”** means any service or retail outlet(s) of merchants located in Pakistan or abroad which accept VISA/MASTERCARD/UNIONPAY/PAYPAK and honor the Card(s).

**“Pakistan”** means the Islamic Republic of Pakistan.

**“Photo Accounts”** means the NBP Photo Accounts shall be issued for Account holders who are unable to provide a signature, and can only provide a thumb impression (as per the NADRA database). Debit Card to Photo Account holder will be issued only for cash withdrawal, balance inquiry and all POS Transactions verified by PIN. It can be used locally on NBP / 1-Link ATMs and local POS only.

Other facilities on Debit Card will not be available to NBP Photo Account holders. For the purpose of abundant clarity, Debit Cards issued to NBP Photo Accounts shall be applicable for use only in Pakistan.

**“PIN”** means the confidential Personal Identification Number allocated to the Cardholder by the Bank or chosen by the Cardholder from time to time in relation to the Card and which enables the Cardholder to withdraw cash from the ATMs; to carry out banking transactions through the ATMs; make purchases without signing a sales receipt at Merchant Service/Retail Outlet(s) having POS Terminals that are equipped with PIN pads; and avail such other Services offered by the Bank through the ATMs from time to time.

**“POS Terminals”** shall means point of sale electronic terminals at Merchant Service/Retail Outlet(s), enabling the Cardholder to use the Card to access fund in the Account or Linkage Accounts held with the Bank to make purchases.

**“Rupees”** means the lawful currency of Pakistan.

“Statement of Account” means the periodic statement of account sent by the Bank to a Cardholder setting out, amongst other matters, transactions carried out and the balance in the Account for the related period.

**“Services”** means services availed through use of Card as an ATM Card or as a paying Card (Debit Card), the Net Banking service and for any other additional services that the Bank may in its sole discretion provide from time to time.

**“Supplementary Card”** means the Supplementary Card and/or any other card issued by the Bank on the Application of the Cardholder to the Supplementary Cardholder and shall include subsequently issued renewal or replacement Supplementary Cards. For the purposes of these Terms and Conditions, the Cardholder shall be responsible and liable for the Supplementary Card and all Card Transactions carried out by use of the Supplementary Card.

Supplementary Card(s) will have separate limit options as assigned by the Basic Cardholder. Also, same category of Debit Cards will be issued to both Basic and Supplementary Cardholders.

The Bank at its discretion will determine the number of Supplementary Cards that can be issued against a NBP Debit Card on a case to case basis.

The Supplementary Card can be blocked at the request of either the Basic Cardholder or the Supplementary Cardholder. However, it will only be reissued in accordance with the instructions of the Basic Cardholder. The Supplementary Card will have the same NBP Debit Card facilities as available to the Basic Cardholder.

**“Supplementary Cardholder”** means a person to whom a Supplementary Card is issued by the Bank at the request of the Cardholder/Basic Cardholder.

**“Schedule of Charges”** means the document which includes the prescribed fees, charges and Ievies for use of the Card and which shall form a part of the Terms and Conditions, and which maybe modified or amended by the Bank at its sole discretion. The Schedule of Charges are available at branches of the Bank and on the following website of the Bank: [www.nbp.com.pk](http://www.nbp.com.pk)

**“Tap and Pay”** means a contactless payment method that allows a Cardholder to tap a Card against a POS Terminal to complete the transaction rather than swiping or inserting the Card and entering the PIN.

**“Terms and Conditions”** means these terms and conditions governing the use of the Card and the Services.

**“Net Banking”** means the internet banking facility provided by the Bank to the Cardholder through the following website [www.nbp.com.pk](http://www.nbp.com.pk)

1. ISSUE AND VALIDITY OF CARD
   1. A Card will only be issued where a new Account is opened or where there is an existing Account of an Account Holder.
   2. An Account Holder's Application for a Card shall be an offer that the Bank may, in its sole discretion, accept. The offer and acceptance shall be subject to the Terms and Conditions.
   3. A Card will be collected by the Cardholder from the Bank or at the request of the Cardholder, couriered by the Bank at the Bank's discretion and subject to such terms and conditions as may be specified by the Bank.
   4. The Card may be collected by the Cardholder or sent to the Cardholder’s address on the record of the Bank. In the event of the Card being sent by courier, the same shall be at the sole risk of the Cardholder. All renewed and replaced Cards thereafter will be sent by courier to the Cardholder's last known address on record, at the sole risk of the Cardholder.
   5. A Card must be signed by Cardholder immediately on receipt thereof in the space provided for signature and retention or use of the Card shall be deemed as confirmation of the Cardholder's acceptance of the Card and these Terms and Conditions.
   6. In order to activate the Card, the Cardholder shall contact the Bank. The Card will be activated after the Bank verifies the necessary particulars of the Cardholder.
   7. A Card is only valid for the period shown on the face of same. Upon the expiry of the validity of the Card, the Cardholder must destroy the expired Card by cutting the same in half through the magnetic strip. Upon expiry the Bank may at its sole discretion issue a new Card unless instructed otherwise by the Cardholder. The Cardholder shall continue to remain bound by these Terms and Conditions and any amendment thereto.
   8. A Card belongs to the Bank and accordingly, the Cardholder shall not use the Card if the Bank or an authorized officer, employee, associate or agent of the Bank has for any reason whatsoever advised the Cardholder to stop using the Card. The Bank or any authorized officer, employee, associate or agent of the Bank may instruct the Cardholder to handover the Card(s) or otherwise require the Cardholder to return the Card(s) to the Bank. The Cardholder shall handover or return the Card(s), immediately upon being so instructed.
   9. In the event of the Account or Linkage Accounts being closed or its/their operations having being stopped or suspended for any reason whatsoever by the Bank, the Card(s) shall immediately be returned to the Bank by the Cardholder and the validity of the Card(s) would cease as of the date of closure, stoppage or suspension of the Account or Linkage Accounts.
2. USE OF CARD
   1. The Bank may in its sole discretion to allow the Cardholder to use the Card for availing the following Services.
3. As an ATM Card for use on ATMs in Pakistan or abroad.
4. As a paying Card (Debit Card) compatible with Chip and PIN Technology for the payment of goods and services at Merchant Service/Retail Outlet(s) in Pakistan and abroad wherever VISA/MASTERCARD/UNIONPAY/PAYPAK Cards are accepted.
5. The Card Can be used online (i.e. Net Banking), wherever VISA/MASTERCARD/UNIONPAY/PAYPAK Cards are accepted.
6. The Card can be used with option of Tap and Pay for purchases at Merchant Service/Retail Outlet(s) that accepts contactless payments at POS Terminals in Pakistan and abroad.
7. For any additional Services that the Bank may provide for its Cardholders from time to time.
   1. On an Application, the Bank may at its sole discretion issue a Supplementary Card to any person nominated by the Cardholder and approved by the Bank. All Supplementary Cards including renewal and replacement Cards will be sent in accordance with Clause 2.4 to the Cardholder's last known address on record at the Bank at the sole risk of the Cardholder. The Supplementary Cardholder shall immediately sign on the signature space on the Supplementary Card and retention or use of the Card shall be deemed confirmation of the agreement of the Supplementary Cardholder to these Terms and Conditions and acceptance of the Card. If a Card is issued to a Supplementary Cardholder, the Cardholder who is the Account Holder shall be solely responsible for any and all Card Transactions, charges, liabilities, costs and expenses incurred or payable by the Cardholder and/or the Supplementary Cardholder.
   2. The Card shall only be used by the holder of the Card. The Cardholder shall also not give the Card to any third party and shall take all necessary precautions and proper care to ensure that the Card is kept in a safe place and is not mislaid, lost or stolen. The Cardholder shall immediately notify the Bank with written instructions to block and prevent the usage of the Card, if the card is lost, mislaid or stolen or if it otherwise comes into the hands of any third party. The time at which the Bank receives such instructions to block and prevent usage of the Card will be determined and certified by the Bank and such determination shall be binding and conclusive on the Cardholder. The Bank reserves the right at its sole discretion to act on oral or electronic instructions subject to the same being confirmed by written instructions as soon as reasonable so as to block and prevent any usage of the Card, as the case may be. Notwithstanding the above, the risk and liability of any acts or omissions of any Bank personnel in this regard remains solely that of the Cardholder.
   3. The Cardholder and/or Supplementary Cardholder understand and agree that he/she shall not disclose the PIN to any Merchant Service/Retail Outlet(s) and shall take every reasonable precaution to prevent disclosure of the PIN to any Merchant Service/Retail Outlet(s) while making such transactions.
   4. The Cardholder shall accept all Card Transactions, including without limitation, all debits made to the Account or Linkage Accounts, except after notice of loss, theft, fraud or pilferage where instructions to block or prevent usage of the Card has been advised by the Cardholder to the Bank in writing, and such written notice has been duly acknowledged by the Bank. The time at which the Bank received such instructions shall be determined and certified by the Bank and such determination shall be binding and conclusive on the Cardholder. The Bank reserves the right at its sole discretion to act on oral or electronic instructions subject to the same being confirmed by written instructions as soon as reasonably possible so as to block or prevent any usage of the Card. Notwithstanding the above, the risk and liability of any acts or omissions of any Bank personnel in this regard remains solely that of the Cardholder.
   5. The card shall not be used as payment for illegal purchase/transactions.

* 1. The loss or theft of the Card should be reported to the Bank immediately by calling the Bank’s 24/7 Helpline (+92) (21) 111-NBP-NBP (111-627-627) and confirmed in writing as soon as possible. The Cardholder will be responsible for all transactions effected by use of the Card until such notification. The Bank will debit the Cardholder’s Account with any cost incurred in issuing a replacement Card.
  2. A Card Transaction cannot except as provided in these Terms and Conditions, be cancelled by the Cardholder after It has been completed. The Cardholder shall retain charge slips/receipts of all Card Transactions which shall be submitted to the Bank, which the Bank require same for any purpose.
  3. The Cardholder agrees to pay and authorizes the Bank to debit any Account or Linkage Accounts of the Cardholder with all debits, including charges, fees, rates, levies or losses as maybe due from the Cardholder to the Bank from time to time howsoever arising as a result of the use of the Card.
  4. The Bank shall debit the amount of any Card Transaction from the Account or Linkage Accounts as soon as the Bank receives notification from the Merchant Service/Retail Outlet(s). The Bank shall not be liable for any loss resulting from any delay in debiting the amount of any Card Transaction. The Cardholder's obligation to reimburse to the Bank any amount due or becoming due from the Cardholder for all Card Transactions continues even after closing of the Account or Linkage Accounts.
  5. If a Merchant Service/Retail Outlet(s) make a refund or reversal for a Card Transaction, the Bank will credit the relevant Account after it receives the Merchant Service/Retail Outlet(s) proper instructions and the funds in respect of such refund or reversal. The Bank will not be responsible for any delay in receiving such instructions and refund from any Merchant Service/Retail Outlet(s).
  6. The Cardholder should ensure that a sufficient credit balance is available in the Account or Linkage Accounts to which the Card relates, before using the Card. If for any reason, the Account or Linkage Accounts are over drawn by the Cardholder or Supplementary Cardholder by use of the Card, the Cardholder authorizes the Bank to charge markup and/or service charges at the prevailing rates from time to time on the over drawn amount. The Cardholder shall immediately repay any overdrawn amount. The Bank at all times is authorized to cancel the Card without prior notice and demand the payment of the over drawn balance together with mark-up and liquidated damages, without prejudice to any other rights that the Bank may have hereunder or at law.
  7. The Bank shall not be liable for any loss or damage resulting from the refusal of any Merchant’s Service/Retail Outlet(s) or ATMs, to accept the Card.
  8. Any amount stated on the screens of ATMs or on the printed transaction record /charge slip shall not for any purpose whatsoever be taken as conclusive as to the status of the Cardholder’s Account with the Bank. All transactions shall be deemed as conclusive by the Statement of Account issued by the Bank from time to time and otherwise by the records of the Bank.
  9. The Cardholder further undertakes to accept full responsibility for any and all Card Transactions made by the use of the Card whether made with or without the personal knowledge or authority or consent of the Cardholder and the Cardholder shall accept the Bank's record of Card Transactions generated electronically or otherwise as conclusive and binding for all purposes.
  10. The Bank reserve the rights without prior notice at any time or from time to time to reduce or increase total cash allowed to be withdrawn by any Cardholder from the ATMs during any period. The Bank also reserves the right to limit or increase Card Transactions carried through POS Terminals. Daily minimum/maximum transaction limits also apply to and may vary between different ATMs belonging to different banks or a Linked Network. The Bank is not responsible for any loss or inconvenience that the Cardholder may suffer due to lack of uniformity in these limits, for transactions through different ATMs or a Linked Network.
  11. Should the Cardholder have any complaints regarding or dispute with the Merchant Service/Retail Outlet(s), the matter should be resolved by the Cardholder with the Merchant Service/Retail Outlet(s), and the Bank shall be under no obligation or bear any responsibility whatsoever in connection with such complaints or dispute.
  12. “In case a Cardholder is an Account Holder of an off line branch of the Bank, a limit amount shall be entered manually in a section of the NBP Debit Card application form and consequently set aside (blocked) for utilization by the Cardholder. Account Holders will continue to receive markup on the amount blocked as in the case of a normal account".
  13. In accordance with the SBP requirement, the Card as a default, shall be inactive for International/online transactions, however, the Cardholder may get the Card activated for said usage by calling the Bank’s 24/7 Helpline (+92) (21) 111-NBP-NBP (111-627-627)

1. SMS ALERTS

3.1 On receipt of Customer consentfor the SMS alerts facility, the Customer shall pay the Bank Fees and Charges for the SMS alerts facility as mentioned in the bank’s schedule of charges. In this connection, the Bank is hereby, authorized by the Customer to debit any of the Customer’s Account(s) maintained with the Bank.

3.2 In case of non-payment of Bank Charges or due to any other reason, the Bank at its discretion may without prior notice withdraw temporarily or terminate the SMS alerts facility either wholly or in part at any time.

3.3 The Customer acknowledges that the SMS alerts facility is dependent on the telecommunications infrastructure, connectivity and services within Pakistan. The Customer accepts that timeliness of alerts sent by the Bank will depend on factors affecting the telecommunications industry. Neither the Bank nor its service providers shall be liable for non-delivery or delayed delivery of alerts, error, loss, distortion in transmission of and wrongful transmission of alerts to the Customer.

1. STATEMENT OF ACCOUNT

The Bank shall issue a Statement of Account to the Cardholder at such periods as the Bank in its discretion deems appropriate. The Cardholder shall in writing advice the Bank witching seven (7) days of receipt of the Statement of Account of any irregularities or discrepancies in respect of the transactions particulars of the Account. If the Bank does not receive any thing to the contrary within the said seven (7) days period, the transactions summary set out in the Statement of Account shall be considered as correct and conclusive for all purposes.

1. COMPLAINTS

The Cardholder will write to the Bank if the Cardholder believes that the Statement of Account is incorrect in respect of any matter, or if the Cardholder believes there has been an error involving the Card, or if the Cardholder needs more information about a transaction shown on a Statement of Account, within seven (7) days of the Card Transaction or receipt of the Statement of Account. The Cardholder will provide all details with the written notice to enable the Bank to investigate the matter. The notice shall include the following details:

* 1. The Cardholder's name, address and Card serial number;
  2. A detailed description of the error involving the Card, or the incorrect matter shown in the Statement of Account;
  3. The exact amount of the error or incorrect matter; and
  4. A copy of the Card transaction receipt/record/charge slip;
  5. The Cardholder shall provide any further information required by the Bank. The Bank will investigate the matter following receipt of all relevant information and the findings of the Bank shall be conclusive and binding for all purposes.
  6. For any queries / complaints, the Cardholder may call Bank’s Helpline at (+92) (21) 111-NBP-NBP (111-627-627), or email us atcmw.sqd@nbp.com.pk or through online complaint forum on NBP website https://www.nbp.com.pk/COMPLAIN and a customer service representative will call their Cardholder back at the registered mobile number within 24 hours, in addition, you can also write to:

\_\_\_\_\_\_The Divisional Head

Complaint Management Division

Service Quality Group

7th Floor,

National Bank of Pakistan

Head Office

Karachi\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please note that there is a fifteen (15) days turn-around-time for normal complaints and thirty (30) days turn-around-time for those complaints where a thorough investigation is required.

1. FEES, CHARGES AND TAXES, LEVIES ETC

6.1 The Bank shall charge an annual fee to each Cardholder in respect of the Card in accordance with the Bank’s Schedule of Charges.

6.2 Charges for usage of the Bank's ATMs or linked Network ATMs or ATMs abroad shall be levied according to the Bank’s Schedule of Charges.

6.3 The Bank shall charge a fee to the Cardholder in respect of each cash withdrawal made using the Card for which a charge is levied by VISA/MASTERCARD/UNIONPAY/PAYPAK, in accordance with the Bank’s Schedule of Charges.

6.4 The Cardholder will be charged for every Card Transaction made in a currency other than the currency of the Account or Linkage Accounts in respect of the conversion of the Card Transaction into the currency of the Account, in accordance with the Bank’s Schedule of Charges. Effective from 01-07-2018 as per the Finance Act 2018, transactions conducted by NBP Debit Card outside Pakistan will attract advance tax U/s 236Y (1% for filers 3% for non-filers). However, this will be subject to the instructions/regulations/laws/circulars as amended/updated by the State Bank of Pakistan (SBP) / the Federal Board of Revenue (FBR), Government of Pakistan and/or any relevant authority from time to time.

6.5 For the issue and/or re-issue of the Card and the processing of each Card Transaction, the Bank shall charge fee in accordance with the Schedule of Charges.

6.6 The Cardholder shall be liable for the payment of all taxes, levies, duties or expenses that may be incurred / effected in relation to the issuance and use of the Card.

1. LIABILITY AND INDEMNITY

7.1The Bank shall not be responsible or liable for any loss suffered as a result of the Bank being prevented from or delayed in providing services in relation to the Card of any Services.

7.2 The Bank shall not be responsible or liable for any loss or damage arising directly from any malfunction of the Card or ATMs or POS Terminal, or for any technical or non-technical defect or breakdown of any ATMs and/or any part thereof or the temporary or prolonged non-availability of any Services or in respect of the Card, ATMs or POS Terminal for any reason whatsoever, including without limitation due to any dispute of whatsoever nature.

7.3 The Bank shall not be responsible or liable for any loss suffered as a result of the Bank being prevented from or delayed in providing any service pertaining to the Card or any other Services including due to strike, acts of war, failure of power supplies or equipment or any other cause beyond the Bank’s reasonable control.

7.4 The Cardholder hereby agrees to indemnify and keep the Bank indemnified from and against all actions, claims, damages, personal inquiry, costs, charges and expenses whatsoever, which the Bank may at any time incur, sustain, suffer as a consequence of providing the Cardholder the facility of the Card or by reason of the Bank acting in good faith and taking or refusing to take any action on the Cardholder’s instructions or otherwise by providing the Services or if the PIN is lost, mislaid or stolen or in the event of a breach of these Terms and Conditions by the Cardholder.

7.5. The Bank is not liable in any way for the quality, sufficiency or acceptability of any goods or services purchased by the use of the Card by the Cardholder or for any additional amount charged by a Merchant Service/Retail Outlet(s), or for any breach of a Card Transaction by a Merchant Service/Retail Outlet(s). In any such event or in the event of a dispute between the Cardholder and a Merchant Service/Retail Outlet(s), the Cardholder’s liability to the Bank shall in no way be affected, reduced or suspended.

7.6. The Bank is irrevocably authorized to debit the relevant Linked Account in event where another Bank’s ATM dispenses cash but the relevant Cardholder’s Linked Account is not debited. Such withdrawal along with applicable Bank Charges and Markup at the rate prescribed by the Bank shall be debited from the Card Holder’s Account regardless of whether the Card Holder has been informed or has authorized the same. The applicable Banks Charges will be in accordance with the Bank’s schedule of charges inforce at the time. In case the Card Holder’s Linked Account(s) does not have sufficient funds for any reason whatsoever, the Bank unconditionally and solely reserves the right to set off any credit balance, proceeds of instruments or other items of the card holder available with the Bank.

1. SERVICES

The Bank may, at its discretion, make available to the Cardholder More Services on the Card, ATMs, POS Terminals and/or Linked Network for the Cardholders convenience and use. All fees and charges, related to same shall be as determined by the Bank from time to time and will be recovered by a debit to the Cardholder's Account or Linkage Accounts. The Bank may also, in its sole discretion, at any time, without notice to the Cardholder, be entitled to withdraw, discontinue, cancel, suspend or terminate the facility to use the Card and/or any Services within or outside Pakistan and shall not be liable to the Cardholder for any loss or any damage suffered from such suspension or termination.

1. SEVERANCE
   1. These terms and conditions shall be read in accordance with the general terms and conditions governing Accounts of the Cardholder maintained with the Bank, as amended from time to time at the Bank’s discretion and the general policies of the Bank in force from time to time and such amended terms and policies shall be binding on the Cardholder.
   2. For transactions in Account(s) maintained with NBP Aitemaad, Islamic Banking, all terms and conditions will be governed by and shall be construed in accordance with Shariah principles. The Customer undertakes and allows the Bank that barring applicable Bank Charges, any additional payment / mark-up be carried to and dispensed in the Charity Account maintained by the Bank.
   3. The Cardholder may use the NBP Debit Card to obtain the aforementioned Services and such other Services as the Bank may provide from time to time in relation to the NBP Debit Card. All such Services will be subject to these terms and conditions and amendments made therein from time to time.

1. PROMOTION AND ALLIANCES
   1. The Bank may offer various discounts and alliances in conjunction with certain Merchants (“Alliance Partners”), from time to time, as part of promotion scheme for its Cardholders. However, the Alliance Partners have full authority to refuse any promotional offers, and the Bank shall not be liable to the Cardholder for any such refusal.
   2. NBP Offers discounts, promotional offers and incentives that are discretionary and the Cardholders are not entitled to claim the same as a matter of their right. NBP is entitled at any time without any liability to Cardholder in any manner whatsoever, to terminate or withdraw or change the criteria and conditions for these discounts, promotional offers and incentives.
   3. NBP Cardholders may be entitled to discounts mentioned above in respect of payments made at the mentioned Alliance Partners through their NBP Debit Cards and is not applicable in respect of cash transactions.
   4. These dining discounts shall not be combined with group discounts, parties, special events or any other offers.
   5. For Union Pay branded debit cards come with the Golootlo logo on reverse of the card, which entitles the customer to discounts at over 2,500 merchant outlets, wherever the Golootlo logo is displayed. The bank does not take any responsibility for these discounts
   6. For UnionPay branded Gold Cards with Golootlo logo on the reverse entitle the cardholder to accidental life insurance. The insurance is provided by Golootlo and the bank does not take any responsibility as this a Golootlo feature being offered to cardholders complimentary and may not be extended or may be discontinued at any time by GoLootlo without any intimation to the bank or customer.
2. . DISCLOSURES
   1. The cardholder hereby expressly authorizes the Bank to disclose at any time and for any purpose, any information whatsoever relating to the Cardholder's personal particulars, accounts, transactions or dealings with the Bank, to the head office or any other branches, subsidiaries or associated or affiliated entities of the Bank wherever located; any government or regulatory agencies or authorities in Pakistan or elsewhere; any agents or contractors which have entered into any agreement to perform any service(s) for the Bank’s benefit; credit information bureaus; any member of the International VISA/MASTERCARD/UNIONPAY/PAYPAK network and any other person(s) whatsoever where the disclosures are required by law or otherwise to whom the Bank deems fit to make such disclosure. The Cardholder shall provide the Bank information required by law or regulation, or any enforcement agencies and any other relevant authority, or any other person in the conduct of the Bank’s business.
   2. If there is any claim or dispute arising from the use or the purported use, loss or misuse of the Card, the Bank may disclose to parties who are privy to Card Transactions arising there from to any competent authorities, any information regarding the Account or the Linked Accounts that the Bank deems necessary in its sole opinion for the purposes of recovering any amount outstanding through the services of debt collecting agencies.
3. TERMS AND CONDITIONS
   1. The Terms and Conditions for the use of the Card as specified herein shall be deemed to have been unconditionally agreed to and accepted by the Cardholder by signing the Card application form, or by signing the reverse of the Card, or by performing any Card Transaction with the Card or by requesting the Bank for activation of the Card or after three (3) days from the date of dispatch of the Card to the last known address of the Cardholder on the record of the Bank. These terms and conditions will be in addition to and not in derogation of the terms and conditions relating to any Account of the Cardholder.
   2. The Bank reserves the right to alter, amend or revise any feature offered by the Card and also to alter any of these Terms and Conditions and may notify the Cardholder of any changes to the Terms and Conditions for use of the Card in any manner the Bank considers appropriate. The Cardholder must notify the Bank of any change in address. The Bank may also give the Cardholder notice of variation of these Terms and conditions by displaying a notice on or within the vicinity of the Bank’s branches, the site of an ATM or by a press advertisement or by a message in the Cardholder’s Statement of Account or by any other means the Bank may deem fit.
4. DEATH OF CARDHOLDER

In the event of death of the Cardholder, all Card Transactions already affected will be debited to the Account. All Cards shall stand cancelled on receipt of notice of the death of Cardholder. The administrators, personal representatives and/or heirs of the deceased shall be personally liable for such accruing liabilities resulting from the use of the Card and Services.

1. BANK’S RIGHT TO CONSOLIDATE

Notwithstanding any provision to the contrary contained in these Terms and Conditions, the Bank shall have the right at any time and at its sole discretion to consolidate, combine and/or merge all or any Accounts in the name of the Cardholder without prior notice to the Cardholder and such right to consolidate, combine and/or merge shall include the right to adjust or set-off any indebtedness that the Cardholder may incur in favor of the Bank. If subsequent to such consolidation, combination or merger, a shortfall or deficiency arises in the favor of the Bank, the Cardholder shall be bound to pay the same forthwith upon first demand by the Bank.

1. NOTICES
   1. All correspondences, notices or demands by the Bank, shall without prejudice to any other mode for effecting services, be deemed to have been validity effected or sent if served to the Cardholder personally or delivered or sent by telex or fax or registered mail/courier to the Cardholder’s last known address in accordance with the Bank’s record and shall be deemed to be duly delivered and received, on the actual date of delivery where personally sent or where sent by registered mail, within three (3) days of dispatch and the next day after posting, if sent by courier. In the case of any communication sent by telex or facsimile transmission such communication shall be deemed to be effected on the date of telex or facsimile transmission was actually sent. All notices under these Terms and Conditions sent to the Cardholder shall be deemed to be communications sent also to the Supplementary Cardholder.
   2. Any notice or instruction to be given by the Cardholder to the Bank under these Terms and Conditions shall be given in writing in delivered personally or sent by registered post or courier and shall take effect after one (1) business day or such longer period as the Bank may require after the Bank’s actual receipt of such notice.

1. TERMINATION
   1. The Cardholder may discontinue the use of the Card and the Services at any time by giving a written notice to the Bank accompanied by the return of all Cards cut into two diagonally. The Cardholder shall be liable for all charges incurred up to the date of receipt by the Bank of the written notice along with the cut up Cards, and duly acknowledged by the Bank.
   2. The Bank shall be entitled at any time to cancel the Cards without assigning any reason whatsoever and with or without giving any prior notice to the Cardholder. Upon cancellation of the Cards, the Cardholder shall return all the Cards to the Bank cut into two diagonally. The Cardholder shall be liable for all charges incurred up to the date of receipt of the cut up Cards, and duly acknowledged by the Bank.
2. WAIVER

The Bank may at any time waive either unconditionally or otherwise any of these Terms and Conditions or any default or breach of the Cardholder, provided that such waiver is given in writing by the Bank, save as aforesaid, no condoning or excusing of and no neglect or forbearance on the part of the Bank of the default or the breach of these Terms and Conditions shall operate as the waiver as the Bank’s rights and powers and no waiver shall be inferred from or implied by anything done or not done by the Bank unless express in writing by the Bank. Any waiver if given in writing shall operate only as waiver of the particular matter to which it relates and shall not operate as waiver of any of these Terms and Conditions.

1. GOVERNING LAWS
   1. These Terms and Conditions are governed by the laws of the Pakistan. Both parties agree to submit to the jurisdiction of the Courts in Pakistan in connection with any dispute.
   2. These Terms and Conditions and use of the Card shall be governed by the substantive and procedural laws of Pakistan, including all notifications, directives, circulars and regulations of the State Bank of Pakistan.
   3. The Cardholder / Supplementary Cardholder submits that any court of competent jurisdiction, including the banking court(s) in Pakistan shall have jurisdiction to entertain the suits/cases and dispute arising out of these Terms and Conditions, though the Bank shall have the right to pursue legal recourse/remedies in Courts outside Pakistan, if deemed appropriate by the Bank to recover any amount due from the Cardholder to the Bank.
   4. The Card is governed by these Terms and Conditions and the retention or the use of the Card by the Cardholder/Supplementary Cardholder shall amount to the acknowledgment that the Cardholder/Supplementary Cardholder, as the case may be, shall be bound by these Terms and Conditions.