

Terms and Conditions of NBP Cards for 3DS Secure Transactions

These Terms and Conditions shall take effect for online usage of NBP debit cards. NBP reserves the right to change these Terms and Conditions from time to time. These Terms and Conditions are a legal binding agreement between yourself and the NBP and are in addition to the General Terms that apply to your Linked Accounts maintained with the NBP as well as Terms and Conditions applicable to the use of NBP Debit Card as per card application form.

Definitions: The following terms shall have the meanings assigned to them herein, unless the context requires otherwise:

1. **“Cardholder”** means an account holder maintaining Accounts with NBP and to whom a Debit Card is issued under these Terms and Conditions.
2. **“Card Number”** is the numeric identification issued to a Debit Card assigned to a card holder.
3. **“CVV” or “Card Verification Value”** means a (3) three-digit security codes require conducting transactions on the internet.
4. **“Card Transaction”** means payment made by the Cardholder on the purchase of good(s) or service(s) through the use of a Debit Card and also includes fees debited by the NBP to affect a Card Transaction.
5. **“Digital Payment”** is a mode of payment which is made through online transaction. In digital payments, payer and payee both use digital modes to transact. It is also called electronic payment.
6. **“Expiry Date”** means the date from which a Debit Card can no longer be used.
7. **“Linked Network”** means the 1-LINK network, of which NBP is also a member and that also honors the Cards.
8. **“Merchant”** means a person or a retail or online outlet from whom customers will purchase goods and services.
9. **“NBP”** means National Bank of Pakistan, constituted under the National Bank of Pakistan’s Ordinance, 1949.
10. **“OTP” “One Time Password”** is a (6) six-digit numbers, which is communicated through a SMS sent on the registered mobile number of the Cardholder for identification and validation purpose.
11. **“Payments”** shall mean any payment made from the Debit Card at online merchants
12. **“Merchant/Service/Retail Outlet(s)”** means any service or retail outlet(s) owned and managed by Merchants, that are enabled for online transactions and accept Debit Cards.
13. **“Rupees”** means the lawful currency of Pakistan.
14. **3DS Security:** The debit card utilizes the Triple Data Encryption Standard (3DES) encryption protocol to secure online transactions. The 3DES encryption provides an additional layer of security by encrypting the transmission of data during the online transaction process.³⁵
“Website” means the official website of the NBP (nbp.com.pk).
15. **Payment Scheme:** Payment schemes are payment networks linked to debit card of a bank or any other eligible financial institution. These schemes enable possibility to issue cards on their network such as Union Pay and PayPak.

Issuance of Debit Card

1. General

1.1 The issued Debit Card has a daily transactional limit of Rs. 200,000/-. The OTP or One Time Password of the Debit Card will be communicated through SMS duly sent to the registered mobile number of the account holder.

1.2 Transactions made in foreign are converted in local currency i.e. PKR by payment scheme.

1.3 NBP reserves the right at any time to modify or revoke or discontinue, temporarily or permanently, online Payments and or Debit Card services.

1.4 NBP reserves the right to debit the Cardholder's any bank account including but not limited to Linked Accounts for recovering the value of any Card Transaction made by the Cardholder through the use of the Debit Card, any fees due and payable by the Cardholder on the Debit Card as well as any additional amount and or charges that are charged by the Merchant or Retail Outlet for providing the goods or services to the Cardholder.

1.5 The NBP shall not be responsible for interception or misuse of Debit Card Transaction, OTP, & online payments. The NBP will not be liable if the Debit Card or online Payment services are misused due to any reason whatsoever and or if the Terms and Conditions relating to use of Debit Card are not complied with. It shall be the duty of the cardholder to ensure secrecy of OTP of the card and not to disclose it to any unauthorized person.

1.6 The NBP shall not be liable and does not guarantee timely delivery or quality of the goods or services purchased through Debit Card.

1.8 The Cardholder will have no right to stop payment on any Card Transaction(s) made through a Debit Card.

1.9 The Debit Card cannot be used for any illegal / unlawful transaction and or purchases of any contraband prohibited articles and goods. The cardholder will be responsible for the consequences in case of breach of this obligation.

1.10 The Cardholder is responsible to keep the Debit Card details (Card number, CVV, IVR, Expiry Date, OTP, Card PIN, card related data and other information) safe and shall not permit anyone to use the same and the NBP shall not be responsible or liable for any damage or loss resulting from the misuse or unauthorized use of the Debit Card. If the Cardholder suspects that someone else has used the Debit Card through unauthorized means the Cardholder shall inform the NBP forthwith and if the NBP is satisfied that the Cardholder did not authorize such transaction(s) and also kept the Debit Card details secure, then the NBP will cancel the Debit Card and refund the disputed transaction to the Cardholder. The Cardholder agrees not to transfer or assign your use of, or access to, Debit Card to any third person or party.

1.11 If you access the Service from outside Pakistan you are responsible for complying with the local laws of that jurisdiction and customer may in its sole discretion have the authority to deactivate the Debit Cards to avoid transactions in abroad.

1.12 The Cardholder will notify the NBP in writing in case of any change in his/her information or contact details including but not limited to name, phone number, e-mail address, registered mobile or cell numbers, official and residential addresses etc. The NBP shall not be responsible to the Cardholder if the Cardholder's contact details have changed and the same have not been notified to the NBP.

1.13 The NBP reserves the right at its sole discretion to act on oral or electronic instructions by the Cardholder subject to the same being confirmed by written instructions, as to block or stop the usage of the Debit Card.

1.14 In case no transaction has taken place and no Statement of Account or E-Statement has been requested or acknowledged by the Cardholder during a period of (10) ten years then it will be classified as unclaimed deposit and will be transferred to the State Bank of Pakistan as per Banking Companies Ordinance, 1962.

1.15 The NBP may for security reasons may limit the amount or number of transactions made with the Debit Card.

1.16 In case the NBP suspects a fraud or misuse of the Debit Card or for security concerns or deems necessary to comply with any applicable laws and regulations applicable in Pakistan, then the NBP may cancel the Debit Card. In such an event of cancellation of a Debit Card, the NBP will notify the Cardholder within a reasonable time.

1.17 The cancellation of Debit Card due to any reason whatsoever will not affect the NBP's rights or Cardholder's obligations arising under these or revised Terms and Conditions prior to such cancellation.

1.18 In case of death of the Cardholder or on receipt of any notice of the same by the NBP, the NBP shall not be obliged to process any Card Transaction(s) except on the production of a succession certificate or other court order duly issued by a Court of competent jurisdiction.

1.19 The substantive and procedural laws of Pakistan including all regulations, circulars, notifications, directives, issued by the State Bank of Pakistan or any other regulatory authority from time to time shall govern these Terms and Conditions involving the Debit Card and its ancillary services including but not limited to online Payment.

1.20 Any correspondence, notice or demand by the NBP hereunder shall be deemed served or validly effected or sent on the Cardholder(s) if such correspondence, notice or demand is delivered at the last known address of the Cardholder(s) as per NBP's records or at such other address as may be intimated given by the Cardholder(s) to the NBP for this purpose. Where a notice or a demand is delivered through Courier Company or a special messenger, such notice or demand shall be deemed to have been served when actually delivered. Where a notice or a demand is dispatched by telegram, such notice or demand shall be deemed to have been served within three (3) working days after the telegram is handed over to

the telegram office as evidence by receipt of the telegram office. Where notice or demand is transmitted by telex / fax, such notice or demand shall be deemed to have been served on the Customer(s) when the transmitting telex machine confirms that the message has passed. Notwithstanding anything contained in this clause, if any notice or demand is returned undelivered on account of refusal of the Customer(s) to accept the same, or on account of non-availability of the Customer(s) at the address as aforesaid or on account of the Customer(s) having left such address, in every one of such cases, such notice or demand shall be deemed to have been served on the Customer(s) without the necessity of any further actions on the part of the NBP.

1.21 It will be the responsibility of the Cardholder to check all debits, credits entries and balances of Statement of Account and or E- Statement (if any) pertaining Linked Accounts upon receipt of statement and in case of discrepancy (if any), the same must be notified to NBP, otherwise same will be deemed accepted by the Cardholder.

1.25 NBP will never ask about personal information on phone or by email and that they would be liable for any financial losses in case they share their personal credentials with anyone when approached by the person(s) claiming to belong to bank's staff, law enforcement agencies, SBP, Benazir Income Support Program (BISP) etc.

2. Cardholder's Obligations

2.1 You agree to (i) provide true, accurate, current and complete information about yourself whenever required by the NBP and (ii) maintain and promptly update the data to keep it true, accurate, current and complete. If you provide any data that is untrue, inaccurate, not current or incomplete, or if the NBP has reasonable grounds to suspect that your data is untrue, inaccurate, not current or incomplete, the NBP reserves the right to suspend, terminate, or refuse your current or future use of Debit Card facility.

2.2 The Cardholder understands and acknowledges the risks, including the loss of confidentiality, associated with transmitting data and communication through the internet and digitally, especially if the Cardholder does not follow adequate internal security measures.

2.3 The Cardholder will not contribute or otherwise make available, directly or indirectly, Debit Card, to any other person or entity. That you are not involved in any illegal or terrorist activities; and none of your Linked Accounts and other bank accounts held with NBP are being used fraudulently, negligently for illegal or terrorist activities or for any purpose that does not comply with any law.

2.4 When you accept these Terms, you warrant and agree that you will not use or otherwise make available Debit Card details for the purposes of financing, directly or indirectly, the activities of any person or entity which is sanctioned or in a country which is subject to any sanctions.

3. Authentication and Verification

3.1. NBP at a later date may require for any additional authentication and verifications in addition to what has been requested for. You agree to validate such requirements at future dates, if such business need(s) arise.

4. Privacy of Personal information

4.1. Your personal information will not be shared with Merchants in transactions for which digital payments are made.

4.2. 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 (i) comply with legal process raised by courts, regulatory or other statutory authorities.

5. Notification of Any Changes

5.1 You will be notified of changes or alterations to these Terms and Conditions, offered features of the Debit Card or on other matters relating to online payments by notices displayed on the NBP's website, NBP Official Social Media Handles, NBP's branches, ATMs, press release etc. and any other manner the NBP deems appropriate

6. Right to Deny Service

6.1 The Cardholder is entitled at any time to deactivate the Debit Card service.

7. Responsibility to be Vigilance during Online Activity

7.1 You are responsible to be vigilant while transacting through Debit Card:

a) You should never click a hyperlink or pop-up message provided in an e-mail that claims that it will allow you to access internet banking/mobile banking service. Instead you should access our official website by typing NBP's official URL <https://www.nbp.com.pk/> directly in the browser address bar yourself.

b) Subject to these Terms and Conditions, you understand that you are responsible for all uses of the Debit Card.

8. Customer Service

8.1 For availing customer service, you may contact NBP's 24/7 helpline at (021)-111-627-627.

9. Refunds

9. You will not receive cash refunds for Card Transactions made through online Payments. If a Merchant gives you a credit for merchandise returns or adjustments, the Merchant may do so by processing a credit adjustment. NBP will not responsible for the delivery, quantity, quality, safety, legality, or any other aspects of goods or services that you purchase using NBP Debit Card. All such related disputes must be addressed and handled directly with the Merchant from whom those goods or services were purchased by the Cardholder.

10. Account Alerts

10.1.1 All-important alerts including Debit Card request, activations and Card Transactions will be provided through SMS.

11. Transaction History

11.1 You may obtain information about the available funds in your Accounts and a history of your Debit Card Transactions on our available ADC channels i.e. Mobile App, ATM Mini Statement, Statement of Account(s), E-Statement(s) (if any) etc.

Usage of 3DS Online Payments

1. The NBP may in its sole discretion allow the Cardholder to make online payments
2. The Cardholder agrees to pay and authorizes the NBP to debit any Linked Accounts of the Cardholder with all debits, including charges, fees, rates, levies or losses as maybe due from the user to the NBP from time to time, howsoever arising as a result of the use of the online payments.
3. The NBP shall debit the amount of any Debit Card Transactions from the Account(s) as soon as the NBP receives notification from the Merchant, online Merchant/ Service/Retail Outlet(s) and or The NBP shall not be liable for any loss resulting from any delay in debiting the amount of any Card Transaction. The Cardholder obligation to reimburse to the NBP any amount due or becoming due from the Cardholder for online Payment transactions continues even after closing of the Linked Accounts.
4. The NBP shall not be liable for any loss or damage resulting from the refusal of any Merchant's Service/Retail Outlet(s) or online stores, to accept the online Payments.
5. The NBP's Cardholder further undertakes to accept full responsibility for any and all transactions including Card Transactions made online with or without the personal knowledge or authority or consent of the Cardholder and the Cardholder shall accept the NBP's record of transactions including Card Transactions generated electronically or otherwise as conclusive and binding for all purposes.

8. Fees, Charges and Taxes, Levies Etc.

- 8.1. Charges for usage of the online Payments both locally and abroad shall be levied according to the NBP's applicable Schedule of Charges.
- 8.2 Debit Cardholders will be charged for every Card Transaction made in a currency other than the currency of the Linked Account in respect of the conversion of the currency of the same, in accordance with the NBP's Schedule of Charges.
- 8.3 The Cardholder shall be liable for the payment of all taxes, levies, duties or expenses that may be incurred in relation to the use of online payments.
- 8.4 For International Transactions, NBP will charge 3% of transaction amount as service charges. In local transaction, there are no service charges. Tax will be applicable as per the tax rule.

9. Liability and Indemnity

- 9.1 The NBP shall not be responsible or liable for any loss suffered as a result of the NBP being prevented from or delayed in providing services in relation to online Payments beyond NBP' reasonable control including but not limited to force majeure.
- 9.2 The NBP shall not be responsible or liable for any loss or damage arising directly from any malfunction of the website/app, or for any technical or non-technical defect or breakdown of any online store and/or any part thereof.

9.3 NBP shall be liable to customer for all damages proximately caused by –

(i) Failure to make an Electronic Fund Transfer, in accordance with the terms and conditions of an Account, in the correct amount or in a timely manner when properly instructed to do so by the customer, except where-

- (a) The Consumer's Account has insufficient funds;
- (b) The funds are subject to legal process or other encumbrance restricting such transfer;
- (c) Such transfer would exceed an established credit limit;
- (d) As otherwise provided in instructions by the State Bank.

(ii) Bank's failure to make an Electronic Fund Transfer due to insufficient funds when the Financial Institution or Authorized Party failed to credit, in accordance with the terms and conditions of an Account, a deposit of funds to the Consumer's Account which would have provided sufficient funds to make the transfer, and

(iii) Failure to stop payment of preauthorized transfer from a Consumer's Account when instructed to do so in accordance with the terms and conditions of Account.

9.4 Force Majeure. - NBP shall not be liable under clauses (i) and (ii) of sub-section 9.3 if it shows by a preponderance of evidence that its action or failure to act resulted from –

- (i) force majeure or other circumstance beyond its control, that it exercised reasonable care to prevent such an occurrence, and that it exercised such diligence as the circumstances required;
- (ii) A technical malfunction which was known to the Consumer at the time he attempted to initiate an Electronic Fund Transfer or, in case of Preauthorized transfer, at the time such transfer should have occurred.

10. NBP's Right to Consolidate

Notwithstanding any provision to the contrary contained in these Terms and Conditions, NBP shall have the right at any time and at its sole discretion to consolidate, combine and/or merge all or any bank accounts, including but not limited to Linked Accounts in the name of the Cardholder with or without prior written notice to the Cardholder and such right to consolidate, combine and/or merge shall include the right to adjust or set-off any indebtedness of the Cardholder. If subsequent to such consolidation, combination or merger, a shortfall or deficiency arises in the NBP's records the Cardholder shall be bound to pay the same forthwith upon first written demand of the NBP.

11. Proprietary Rights

The Cardholder acknowledges that the software, various involved modules underlying NBP online Payments as well as other internet related software's which are required for accessing NBP online Payments are the legal property of the respective vendors. The permission given by NBP to access online Payments and or Payments will not convey any proprietary or ownership rights in involved software.

12. Dealings with Merchants

Your correspondence or business dealings with, online retail or other Merchants on or through Digital Payments, Card Transactions, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and involved Merchant. You hereby agree that, except as otherwise provided by applicable laws and Terms and Conditions applicable to the account holder, Debit Card and Linked Accounts, the NBP will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. You understand that use of online Payments, Card Transactions, s do not, in any way, indicate that we/NBP recommend or endorse any Merchant or their products, goods and services.

13. Cardholder's undertaking

Subject to the above Terms and Conditions, I hereby undertake to be solely responsible for all the Card Transactions to be conducted via Debit Card using my Card details and One Time Password. In this regard any failure, incapacity or inability on my part due to any reason whatsoever including but not limited to illness, disease, authorizing someone by compromising on security protocols due to any reason whatsoever which includes willful or use of force, breach of password protection, casual handling of devise, forced lifting of devise, permanent disability, visual impairment, blindness and illiteracy will not relieve me from any liability and obligation hereunder towards NBP.