

## **TERMS AND CONDITIONS FOR USING NBP MOBILE BANKING APPLICATION**

These Terms and Conditions are applicable on all NBP Mobile 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 login to access Mobile Banking Application of NBP to confirm customer's identity. First-time login password is system generated and thereafter customer may change login password from time to time.

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

**Customer:** The person who holds an Eligible Account with the Bank.

**Device means:** Mobile, digital tablets, personal digital assistant or such other devices which may be linked to the system of the Bank to access the services.

**Eligible Account:** An account either in the name of an account holder or joint account with operational instructions of "Either or Survivor".

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

**Services:** All the facilities including financial & non-financial activities provided through NBP's Mobile Banking Application.

**Bank Statement:** Summary of financial transactions held over a given period with regards to a particular account.

**One-time Password (OTP)-** A secret code which is used for identification of a genuine customer in financial (sent via email) & Non-financial transactions (sent via SMS & Email).

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

NBP Digital: The brand name used for NBP's Mobile Banking Application.

## 2. GENERAL TERMS & CONDITIONS

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

2.2 In order to use the services of NBP Digital, the customer must get him/herself registered with NBP Mobile Banking Application.

2.3 Subsequent to registration, initially a system generated login password will be sent to customer through SMS & Email to have access to NBP Digital which then can be changed by customer from time to time. The Login Password will be used to identify you whenever you will have access to NBP Digital.

2.4 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.

2.5 The Bank's records of any transaction/service processed/availed/executed through NBP Digital shall constitute binding and conclusive evidence of such transaction/services conducted by Customer.

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

2.7 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 for evidence and other purposes.

2.8 By requesting for the Services, you must be aware that the Bank on some reasonable grounds may discontinue the Services at any time without any prior notice.

## 3. DEVICE COMPATIBILITY

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

Android Phones - Android Version (6) and above

iPhone - iOS version 13 and above

3.2 The Service will only be available on Devices which meet the required specifications and configurations as specified by the Bank from time to time.

3.3 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.

#### 4. RESPONSIBILITIES AND OBLIGATIONS OF THE CUSTOMER

4.1 The customer is sole 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.

4.2 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.

4.3 You must not leave the Device unattended while you are using the Application.

4.4 You are solely responsible for authenticity of the "Email Address" provided at the time of Mobile App registration. NBP shall not be held responsible for any financial/non-financial loss occurred due to incorrect email address.

#### 4.5 Securing the Passwords:

In connection with your Passwords, please observe the following:

(i) You should change your "Login Password" frequently and shall do so whenever the service requires you to do so. You should not choose a login Password you have used before;

(ii) Whenever you choose a Login Password, you must take care not to choose password that is likely to be guessed by anyone. Such as you should avoid your own or a relative's Name, birth date, home address or any part of your mobile/telephone number;

(iii) You must take all reasonable steps to ensure that you safeguard your Login Password at all times. You must not disclose Passwords to anyone else, including a member of Bank's staff, or to someone giving assistance on a technical helpdesk in connection with the Service;

(iv) You must not record/save your Passwords in a way that could make them recognizable by someone else as a Password;

(v) 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 App. If this is not possible, you must notify Bank immediately by contacting 24 hours call center at 111-627-627. The service will be suspended until new password has been set up. Please note that the Bank will not under any circumstances be held responsible for any unauthorized use of the Services prior to notification made as provided above;

(vi) Never share your passwords 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.

#### 4.6 Checking Bank statements

If you become aware of execution of any 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. 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.

#### 4.7 Liability for unauthorized instructions:

The Bank will not be liable for misuse of your Passwords by any un-authorized person. In this respect, you are liable to take care of the following:

(i) comply with all the security procedures/protocols as described in herein and instructions pass on by the bank from time to time in this respect;

(ii) Notify Bank that your Passwords (or any one of them) are or might be known to someone else prior to the execution of unauthorized transactions.

You will be held liable for all losses and expenses due to unauthorized use/access of the services if you have acted negligently, fraudulently or in collusion with others attempted to breach the security protocols of the bank.

#### 5. NBP'S OBLIGATIONS TO ITS CUSTOMERS

You hereby agree that the use of the system generated "Login Password" and "Transaction Password" provided by the bank and changes made from time to time by you is adequate for identification of you to execute transactions. The Bank is responsible 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.

#### 6. NBP'S AUTHORITY

You must not use the services to create an unauthorized overdraft on any of your accounts maintained with the Bank and the bank is entitled to refuse to accept any such instructions that you will pass on in this respect. If an unauthorized overdraft is created, the bank may take appropriate action as it may deem fit and in case such transaction is passed on due to any reason whatsoever, the bank shall reserve the right to cancel or charge any mark- up, damages and charges to the account in question.

The Bank has the absolute right to change/revise/amend/modify the terms and conditions contained herein at any time by giving you notice either in writing or by placing prominent notices at our offices or branches or on the Bank's website for a period of 15 days or by sending you a message via the SMS Service.

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

If any part of Terms and Conditions stipulated herein are proved to be legally incompetent or unenforceable in any way, the other terms and conditions shall remain valid. The Bank in its sole discretion may relax and/or waive one or more conditions contained herein on a case-to-case basis; however, such relaxation/waiver shall not apply as precedent for similar or other circumstances thereafter.

#### 7. LIMITATIONS OF NBP'S RESPONSIBILITY

NBP will not be responsible for any of the following:

(i) To reverse an instruction given through this Service.

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

(iii) 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.

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

(v) 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.

(vi) 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.

## 8. REVERSAL OF INSTRUCTIONS

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.

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.

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.

## 9. OPERATING TIMES, CHANGES AND DISRUPTIONS

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.

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

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 Mobile phone telecommunication, electrical, technical or network failure or malfunction and routine maintenance/update requirements.

## 10. PROTECTING AGAINST VIRUSES

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

You must ensure that any Device you use to access the Service is adequately protected against acquiring Viruses.

## 11. ACCESSING MOBILE BANKING APPLICATION THROUGH THIRD PARTY SERVICES

The Bank cannot be held responsible for any services through which you access the Mobile Banking Application 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.

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

## 12. THE EXTENT OF BANK'S LIABILITY FOR CUSTOMER'S LOSS OR DAMAGE

The Bank will take reasonably practicable steps to ensure that its system in connection with the Mobile Banking Application 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.

The Bank will not be liable for any loss or damage to you as a result of making the Service available to you, including any direct, indirect, consequential or special loss, even if it has been advised of the same. Examples of circumstances in which the Bank will NOT be liable to you for loss or damage resulting to you using the Service include (but are not limited to):

(i) Acting on an instruction which has been validly authenticated as coming from you but which in fact was given by somebody else

(ii) Any incompatibility between the Device and the Service;

(iii) 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

(iv) You are relying on any information financial or otherwise provided as part, or by means, of the Service;

(v) Any misuse of the Device by you or anyone else;

(vi) Any access to information about your Eligible Accounts which is obtained by a third party as a result of your using the Service and execution of your instructions being delayed or not being acted upon by the Bank.

(vii) Accessing / using the Services on a Jailbroken and/or rooted Device

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.

Please note that the Service has no facility for you to let us know that it is especially important to you that a transaction is carried out by a particular time. If you need to be completely certain that an instruction has reached us and that it will be carried out by a particular time, you must contact to our staff on 111-627-627.

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.



You shall indemnify Bank, its employees and nominees or agents promptly and on a full indemnity basis from or against all actions, omissions, negligence, proceedings, claims, demands, damages, losses (including direct, indirect or consequential losses), costs and expenses including all duties, taxes, or other levies and legal costs (on a full indemnity basis) and other liabilities which we may incur or suffer from or by reason of your use of the Service.

### 13. COMPENSATION BY CUSTOMER FOR BREACH OF THE TERMS AND CONDITIONS

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.

### 14. ENDING YOUR USE OF THE SERVICE

#### 14.1 Cancelling the Services

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

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

Bank reserve the absolute right at any time to cancel the Services with or without assigning any reason, with or without giving any prior notice to you at Bank's discretion.

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.

Please note that 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 or making any excuse that you had notified to cancel the same.

### 15. BANK'S CHARGES

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.

## 16. COMMUNICATIONS

### 16.1 Communication between Customer & the Bank

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).

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.

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).

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.

## 17. SERVICE QUALITY

### 17.1 Recording Customer's Calls and Instructions

To protect both our customers and our staff, and to help resolve any disputes between you and us, you acknowledge that:

(i) The Bank will record all telephone conversations between its staff and customers of the Service;

(ii) The Bank will keep a record of all instructions given by customers via the Service; and

(iii) The Bank may keep records of telephone calls made in respect of the service in order to assess and improve the quality of the service.

## 18. ADVERTISING OF BANK'S PRODUCTS THROUGH THE SERVICE

From time to time the Bank may advertise its own products and services, through the Service.

#### 19. UNAUTHORIZED USE OF THE INFORMATION, MATERIALS AND TRADE MARKS

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.

#### 20. DISCLOSURE REQUIREMENTS

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.

#### 21. THE GOVERNING LAW

Governing Law

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.

#### 22. DISPUTED TRANSACTIONS

Any disputed transaction should be reported in writing with all the supporting documentation to the Bank within 30 days from the date of statement in which the transaction(s) appear. After the lapse of 30 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.

#### 23. 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 in writing or by calling our call center immediately in case of loss/theft of your phone/device in order to protect the interest of all parties.

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.

#### 24. PAY TO CNIC (CNIC TRANSFERS)

I.I hereby agree that NBP will rely on the information I have provided in this Transaction to execute the Funds Transfer. I understand that it is my 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.

II.I hereby agree that responsibility of Funds transfer against CNIC Transfers transaction will be solely mine as an account holder without any burden on NBP regarding utilization of funds after receipt from Branchless Banking agent Partners.

III.Standard Charges for Remittances/Taxes/Duties and other tariff as per applicable laws and as per Bank's Policy will be deducted from my account.

IV.Change of CNIC number of the Beneficiary will be allowed only once upon sender's request.

#### 25. CONSENT FOR BIOMETRIC IDENTIFICATION

- I. By agreeing to utilize the same credentials for Biometric Verification recorded at NBPs Branch, I acknowledge the paramount importance of securing my accounts. I hereby grant permission for the use of my biometric data for authentication purposes to activate my *NBP Digital & Internet Banking* services.
- II. Opting for this biometric verification option, I recognize and appreciate the enhanced convenience and efficiency it brings to my banking experience. This choice facilitates a seamless transition between in-branch, mobile and internet banking services, contributing to an overall improved accessibility and security.

#### 26. ACTIVATION OF ELECTRONIC FUND TRANSFERS (EFT):

- I. In granting my acknowledgment and consent, I authorize the activation of the Electronic Funds Transfer (EFT) feature for my account in the context of NBP Digital & Internet Banking. By choosing this service, I am aware that I will have the ability to initiate electronic fund transfers through the designated mobile/internet banking channel.

- II. Understanding the implications of opting for EFT, I acknowledge that this feature enables me to conduct electronic fund transfers efficiently and securely. This acknowledgment is a testament to my willingness to utilize and adhere to the terms and conditions associated with the Electronic Funds Transfer service provided by NBP Digital & Internet Banking.

## 27. SHARIAH GUIDELINES FOR ISLAMIC CUSTOMER

Below mentioned points are applicable to NBP Aitemaad Islamic customers along with all above terms and conditions.

I confirm that I have read, understood and agree to the above-mentioned terms and conditions.

- I. Customer shall operate his / her NBP Digital - Mobile Banking Application & NBP Internet Banking on the basis of Ijarah.
- II. Customer agrees that NBP Digital - Mobile Banking Application & NBP Internet Banking shall not be used as payment for Shariah prohibited product(s).
- III. Bank has right to block the NBP Digital - Mobile Banking Application & NBP Internet Banking immediately if transaction is executed for Shariah prohibited product(s).
- IV. No overdraft facility is allowed.