

# eBANKING SERVICES APPLICATION FORM

(Please fill in block letters and strike out empty boxes)



BRANCH: \_\_\_\_\_ BRANCH CODE: \_\_\_\_\_ CUSTOMER NO. \_\_\_\_\_

## PERSONAL INFORMATION

Title of Account:

Mailing Address:

Account Number:

Account Type:  Individual Account  Joint Account

CNIC Number: --- Date of Birth ---  
DD/MM/YYYY

Mother's Maiden Name:

Mobile Number:

Email Address:

## DEBIT CARD

Debit Card  Yes  No

New Card  Replacement Card  Change Card Type  Link Account to Existing Card

Request for:  PayPak Classic  Gold  Titanium  Platinum

Existing Card Number:

Reason for Replacement:  Lost  Stolen  Damaged  PIN Disclosed/Forgotten  Other \_\_\_\_\_

Name, as it will appear on the card:   
(Up to 19 characters, including spaces. Nicknames are not allowed)

Branch at which Account is held: \_\_\_\_\_

Card to be delivered at: \_\_\_\_\_ Branch

## SMS ALERTS

SMS Alerts  Yes (For all digital and non-digital transactions / As per schedule of charges)  
 No (For digital transactions only / No charges) \*Email address and mobile phone number are mandatory.

## eSTATEMENT

eStatement  Yes (By selecting "Yes", I hereby instruct JS Bank to discontinue sending me paper statements)  
 No

Frequency:  Daily  Weekly  Fortnightly  Monthly

## INTERNET BANKING

Internet Banking:  Yes  No

Email Address:

Link Account to Existing ID  Remove Account from Existing ID

Registered Mobile Number\*:

\*Please ensure that Mobile number provided is not previously registered with JS Mobile Service.

**SUPPLEMENTARY CARD**

Internet Banking  Yes  No

Full Name of Supplementary Card Holder:

Date of Birth  
 -  -   
 DD/MM/YYYY

Name, as it will appear on the card

Relationship with the Principal Card Holder  
 Yes  No

(Up to 19 characters, including spaces. Nicknames are not allowed)

Supplementary Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Customer Declaration**

I/We hereby declare that I/We have read and understood the Terms and Conditions of the eBanking Services Application Form. I/We agree to observe and be bound by the said Terms and Conditions and any changes, supplements or modifications that may be made by the bank from time to time at its sole discretion including but not limited to any applicable Schedule of Charges that may be issued and revised by the Bank from time to time. I/We hereby confirm that the above information given by me/us is true and correct. I/We also understand and agree that the original Terms and Conditions of my respective accounts with JS Bank Limited will remain binding on me/us.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR BANK USE ONLY**

Details verified as per Bank records and approved for issuance of card

Date: \_\_\_\_\_ Checked by: \_\_\_\_\_ New Card #:

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

RM Name: \_\_\_\_\_ RM Code: \_\_\_\_\_

**TERMS & CONDITIONS**

**1. DEBIT CARD**

These Terms and Conditions apply to both, henceforth termed as Debit Cards ("The Card")

**Definitions:**

1. These Terms and Conditions apply to both Primary & Supplementary, henceforth termed as Debit Cards ("The Card").

**1.1. Definitions:**

In these Terms and Conditions, the following terms shall have the following meanings:

**"Account":** The Customer's Account with the Bank on which the Customer is entitled to operate and give instructions contemplated under these Terms and Conditions.

**"ATM":** Any automated teller machine installed and operated by the Bank or any other participating bank or financial institution, at various locations in Pakistan, whether of a particular bank or a shared network, at which, amongst other things, the Customer can use the Debit.

**"Bank" or "us":** JS Bank Limited.

**"Card":** The Debit card and/or Debit card provided to the Customer by the Bank for use on the Account and for availing the services stated in these Terms and Conditions.

**"Facilities" or "Services":** The services and facilities, as specified under these Terms and Conditions, that may be availed by using the Debit, at the discretion of the Bank and any other services that the Bank may in its sole discretion provide, from time to time.

**The "Holder" or "Customer":** The person or persons to whom the Bank has issued a Debit and whose name appears on it, including the joint Account Holders or Supplementary Card Holders to whom a Debit has been issued by the Bank.

**"Merchant":** Any merchant authorized by an agreement, in writing with the Bank to accept Debit on presentation by the Customer, as a payment means for goods or services or for carrying out Transactions, as provided in the Terms and Conditions.

**"PIN":** The personal identification number the Customer uses with the Card.

**"POS":** Point of sale terminals in Pakistan, whether of a particular bank or a shared network, at which amongst other things, the Customer can use the Card to access funds in the Account.

**"Supplementary Card":** A card the Bank issues to another person (an additional Card Holder), nominated by the Customer, including the third party mandate appointed by the Customer for the operation of his/her Account.

**"Terms and Conditions":** The Terms and Conditions for the use of the Debit Card, as provided herein including any and all amendments and modifications to these Terms and Conditions, from time to time, at the discretion of the Bank.

**"Transaction":** Any payment for goods and services to the merchant, as mentioned hereafter, such as withdrawal, balance inquiry and change of PIN by the Customer, using the Card, or Card Number or PIN.

1.2. **The Card:** The Card is the property of the Bank and is issued to the Holder, at the Bank's discretion and the Holder agrees to surrender it unconditionally and without reservation on demand by the Bank, without requiring any reason.

1.3. The Holder shall ensure safe and secure possession of the Card, at all times and restrict the use of the Card solely by/to the Holder, as it is not transferable.

1.4. The Holder shall not disclose the PIN to any person and shall take every precaution to prevent disclosure of the PIN to any person. In particular, the PIN must not be noted upon the Card nor stored in any other manner, or in any other form, together with the Card.

1.5. Using the Card: The Card may be used for the following purposes:

- a) To withdraw/obtain cash, up to the daily limit for the Card, from any Debit/POS or other device, which we advise;
- b) To obtain balance information in respect of the Account;
- c) As a paying Card (applicable to Debit Cards, only) for the payment of goods and services at the designated Merchants Worldwide.
- d) For any additional services that the Bank may provide to its Card Holders from time to time.

1.6. The Holder can use the Card only, if there are sufficient funds in the Holder's Account (designated in the application form, for issuance of the Card) or the assigned limit exists.

1.7. In using the Card, the Holder shall not exceed his per day/per Transaction limit and any other limits which may be imposed, at the discretion of the Bank, from time to time, based upon the status of the Holder's Account or due to exchange control or other legal requirements. Moreover, the bank operating a terminal / Debit / POS may impose its own limits and for security reasons, such bank may have additional limits on the number or amount of Transactions, which shall also be applicable to the Card, held by the Holder.

1.8. In the event that there are insufficient funds available in the Holder's Account for any reason to pay for any Transaction, including any mark-up, fees, charges or other payments due to the Bank, the Bank may at its own absolute discretion set off any credit balance / proceeds of instruments or other items of the Holder available with the Bank or transfer sufficient funds from any other Account, maintained by the Holder with the Bank to the Account to which the Card is being applied to recover any amount due to the Bank.

- 1.9. The Card shall only be used by the Holder. The Holder is not allowed to give his / her Card to third parties or make it accessible to such in any way.
- 1.10. The Holder shall accept the Bank's records of all Transactions made, through the use of the Card, as conclusive and binding for all purposes. Moreover, the Holder accepts that any Transaction information appearing on any print out issued to the Holder by a Debit / POS or any other device equipped for such purpose shall not constitute a receipt or acknowledgement by the Bank or evidence of the correctness of the transaction, but shall merely serve as a memo, based on the Holder's instructions. In the event that the Holder disputes any Transaction through the Card, the Bank will not be liable to disclose its internal records to the Holder. A certificate of the correctness of the transaction by the Bank shall be accepted, as conclusive and final by the Holder.
- 1.11. The Holder acknowledges that the information appearing on the screen or printed inquiry slip or statement issued by a Debit / POS or any device equipped for the use of the Card should not, for any purpose whatsoever, be taken, as conclusive of the state of the Holder's Account with the Bank.
- 1.12. In the event that the Holder suspects possible errors in his / her receipt / statement and requires more information or clarification in relation to the same, the Holder shall write or call the Bank, as soon as possible, and in any case, not later than five (5) business days, from the date of receiving such statement, unless the Holder is prevented for doing so due to his / her being out of the country or any such compelling reasons.
- 1.13. A Transaction cannot be cancelled by the Holder after entering the PIN at the POS.
- 1.14. The Bank will normally debit the amount of any Card Transaction to the Account, as soon as, the Bank receives notification from the Merchant in connection therewith. The Bank will not be liable for any loss resulting from any delay therein. The Customer agrees to reimburse the Bank for any amounts that are due from the Holder for Transactions authorized by him / her even after closing of the Account.
- 1.15. If a retailer or supplier makes a refund for a Card Transaction, the Bank will credit the Account when it receives the retailer's or supplier's proper instructions and the funds in respect of such refund. The Bank will not be responsible for any delay in receiving such instructions and refunds.
- 1.16. Authorizing Payments: Each time the Holder uses the Card for a Withdrawal / Transaction, the Holder shall be deemed to have unconditionally and irrevocably authorized the Bank to debit his / her Account with the Bank. The Holder also undertakes to pay all taxes, levies and / or duties leviable on cash Withdrawal / Transactions by any governmental agency (Federal / Provincial / Local), from time to time.
- 1.17. The Bank is irrevocably authorized to debit the amount of all Withdrawals / Transfers / Transactions, made through the use of the Card and entering of the correct PIN in any device equipped for this purpose, to the Holder's Account with the Bank, whether or not made with the Holder's knowledge or authority. The risk arising from the use and the misuse of the Card is thus solely assumed by the Holder and the Bank will not be liable in respect of the same.
- 1.18. It is the duty of the Holder to check on the prevailing rates of respective charges levied by the Bank, which are recorded and readily in the SOC available at the Bank's premises.
- 1.19. Furthermore, to settle all/any charges accrued on the customer's card from the card generation date, the bank has the right to debit any other account of the Customer maintained within JS Bank Ltd, upon availability of funds in that account.
- 1.20. Schedule of Charges: The Bank at its sole discretion reserves the right to impose facilities charges, provided in connection with and through the use of the Card. Such charges may be amended, as determined by the Bank, from time to time, in which case the amended charges shall be notified to the Holder or made available to the Holder, at the Bank's premises. The Holder undertakes to pay bank charges for enrolment, annual subscription, renewal, replacement fee of the Card and / or service charges, and penalties for below the minimum balance requirement, etc. The Bank will be entitled to recover all such charges / fees etc. at prevalent or enhanced rates from the Account of the Holder, at its discretion, at any time and no request or claim for refund would be entertained by the Bank.
- 1.21. If amounts overdrawn are not paid within 15 days along with service charges, the Bank shall have the discretion to withdraw the facilities and recover the outstanding balance by setting-off any other funds or credit balances, available in other accounts of the Customer, without prejudice to the Bank's right to initiate recovery proceedings.
- 1.22. Loss / Misuse / Theft: The Holder shall notify the Bank immediately should the Card be lost or stolen or should the PIN be disclosed or if the Holder suspects that the Card has been used in a manner, not authorized in terms hereof.
- 1.23. If the card and / or the supplementary card is lost / stolen or the ATM PIN or T PIN is disclosed to any third party in whatsoever manner or the card and / or the supplementary card is handed over by the card member to a third person, the card member and / or the supplementary card shall immediately notify the said loss, theft or disclosure with all material particulars including the card and / or the supplementary card to the Bank.
- 1.24. Furthermore, the Bank has the right to recover all unauthorised charges or Cash advances made prior to the reporting of lost or theft provided that the card member is not liable for any unauthorised card transaction made subsequent to reporting such loss, theft or disclosure of PIN if there is due notification by the card member or supplementary card member of such loss, theft or disclosure to the bank.
- 1.25. Liability: The Holder has no claim to any compensation from the Bank or its affiliates, if use of the Card is not possible, due to technical malfunctions, operations failures, strikes, civil unrest, acts of God, war or any other reason whatsoever, whether or not beyond the control of the Bank, and the Bank excludes all liabilities for all losses and damages, suffered by the Holder for not being able to use the Card. Without the generality of the foregoing, the Bank shall not be liable for any act, errors, neglects or defaults, actions or omissions, insolvency or failure in business of any of the Bank's correspondents, the banks participating in the Debit network, the Bank's sub agents or other agents or of their employees.
- 1.26. The Holder must raise any claim, objection or dispute, regarding any Transaction, with the Bank, within fifteen (15) business days, from the date of the subject Transaction. A failure to do the same shall absolve the Bank of any liability in relation to the subject Transaction.
- 1.27. In the case of Joint Accounts, although each Holder may have his / her own Card, each Holder is fully responsible for all Transactions, carried out by any Card issued for use on the Account
- 1.28. Supplementary Cards: The Bank reserves the right to issue Supplementary Cards only to such persons who are notified to the Bank by the principal Card Holder, as third party mandatees, in respect of the principal Card Holder's Account. The Bank also reserves the right to refuse issuance of such Supplementary Cards in the event that the requisite subject identity required third party mandate is not in place.
- 1.29. The principal Card Holder shall accept full risk, responsibility and liability for ensuring that the Supplementary Card Holder complies with these Terms and Conditions and the principal Card Holder will have to pay for all Transactions carried out using the Supplementary Card and PIN, including those charged to the Account after the Supplementary Card has been returned to the Bank.
- 1.30. In the event that the third party mandate, given by the principal Card Holder to a Supplementary Card holder is terminated, disputed, withdrawn or ceases to have effect for any reason whatsoever of which the Bank shall be the sole judge; the Bank shall have the right to discontinue the Supplementary Card provided, with immediate effect. However, the Primary Card Holder shall be liable for all Transactions effectuated up to the point of receiving a written intimation or notification by the Bank, from the Account Holder, as to the withdrawal or termination of the mandate of a Supplementary Card Holder.
- 1.31. The Holder accepts that all Transactions made with the Card shall be binding on Joint Account Holders jointly and severally. The issuance of the number of Cards for the Joint Account shall be as per the request of the Joint Account Holders.
- 1.32. Giving out Information: The Bank may disclose information about the Holder and his/her Card to its affiliates. JS Bank Limited and / or affiliates may also disclose such information to other governmental or regulatory agencies, including the State Bank of Pakistan ("SBP"), the Securities and Exchange Commission of Pakistan ("SECP") and such other authorities, or as may otherwise be required by law or by a court of competent jurisdiction.
- 1.33. Ending your right to use the Card: The Holder accepts that the Bank may block the Card Transactions or any services, linked with the Card at any time, without providing reasons to the Holder and without affecting the Holder's liabilities and obligations to the Bank. Refusal of any Card operated machine(s) to accept use of the Card or retention of the Card by an ATM shall be construed as withdrawal / cancellation of the Card, until confirmed otherwise by the Bank upon inquiry by the Holder.
- 1.34. The Holder shall immediately return the Card for cancellation should the Holder's Account be closed or should the Holder decide to discontinue use of the Card, by breaking the Card in half and returning both halves to the Bank.
- 1.35. The Bank reserves the right to destroy the Card if not collected within eight (8) weeks from the date of issue
- 1.36. General: The Terms and Conditions shall be read in conjunction with the general Terms and Conditions, governing Accounts of Customers held with the Bank as amended, from time to time and the general policies of the Bank, from time to time.
- 1.37. The Terms and Conditions shall supersede all related proposals, statements, forms, agreements and arrangements and / or any written or other communications, executed between the Bank and the Holder with regard to the facilities available through use of the Card.
- 1.38. The Principal Card Holder's and / or Supplementary Card Holder's signature on the application form for issuance of the Card or in any other document where - by the Principal Card Holder and the Supplementary Card Holder may apply for a Supplementary Card (if applicable) shall indicate his / her acceptance of these Terms and Conditions.
- 1.39. If the Bank does not enforce any Terms or Conditions herein, or delays in enforcing the same shall not constitute a waiver by the bank and therefore, this will not prevent the Bank from enforcing it, at an alternate date.

## 2. TELEBANKING SERVICES

- These Terms and Conditions relate to the 24-hour Telebanking services available with JS Bank Limited henceforth referred to as ("Telebanking Services").
- "I, We, Us, My, Our" means the Customer who has an account available with JS Bank Limited on which Telebanking Services is available. If you have a Joint Account, reference to "we, us or our" includes both Account Holders, together and separately "you, your" means JS Bank Limited.
- Other terms used herein below shall have the same meaning as the words defined in the Terms and Conditions relating to the Card.
- 2.1 I/We agree and undertake to accept and to be bound by, and not to deny, any instructions that may be given under my/our Account Number or PIN.
  - 2.2 In the event that any of my/our Account(s) with you which are entitled to participate in your Telebanking Services required to be operated upon the authority of two or more persons jointly, then notwithstanding any instructions to the contrary or anything contained in any Account opening form or in any resolution or other document authorizing the operation of my/our Accounts with you, I/we hereby agree and authorize each such authorized person to avail of the services available under your Telebanking Services in respect of my/our said Account(s) singly through the use of my/our Account Number and PIN.
  - 2.3 I/We hereby agree and undertake not to make any claim against you as a consequence of, or in respect of, the provision by you to me/us and/or any person authorized to operate my/our Account(s) with you of any services under your Telebanking Services and/or any information provided thereunder. I/We further agree and undertake to keep my/our PIN confidential and not to use, or allow any third party to use, any said services for any fraudulent or unlawful purpose.
  - 2.4 I/We agree and undertake that you shall not be responsible or liable for and hereby release and discharge you from all liability whatsoever regarding the misuse of my/our PIN and/or the correctness, clarity of any information received by me/us and/or any person authorized to operate my/our Account(s) with you under or through the Telebanking Services, whether such information is provided orally, mechanically, electronically or through facsimile or data transmissions or otherwise howsoever.
  - 2.5 I/We agree that you may ignore, or suspend action on any instructions received through your Telebanking Services in respect of my/our Account(s) if you, in your absolute discretion, deem it appropriate in your best interests to do so, and I/we confirm my/our understanding that compliance with such instructions shall be subject to the internal policies of the Bank, which may change from time to time.
  - 2.6 I/We further agree that you may debit any of my/our Account(s) with you for all costs, charges, expenses or other amounts which you may incur as a consequence of, or in respect of, the provision by you to me/us and/or to any person authorized to operate my/our Account(s) with you of any services under your Telebanking Services.
  - 2.7 I/We agree to indemnify and hold you harmless from and against all liabilities, losses, actions, proceedings, claims, costs, damages and expenses which may be incurred or suffered by you or made against you, as a consequence of, or in respect of, the provision by you to me/us and/or to any person authorized to operate my/our Account(s) with you of any service under your Telebanking Services.
  - 2.8 In the event of any error in information or data communicated to me/us through the Telebanking Services, I/We agree that you shall be entitled to amend the same without incurring any liability. In case of over payment to me/us, I/we agree to refund the same upon your first written demand.

### 3. SMS ALERTS

- The issue and use of SMS Alert service shall be governed by the following Terms and Conditions:
- 3.1 "Facility" means the SMS Alert facility granted by the Bank to its Account Holder(s) maintaining current/saving account(s) in individual or joint capacity or any other account(s) or services as determined by the Bank from time to time ("Account(s)") for access to information on Account as may be prescribed by the Bank from time to time and usage of product and/or services as may be made available and included on mobile phone by the Bank from time to time;
- 3.2 "MSP" means any Mobile Service Provider through whom the Customer(s) of the Bank receives the mobile services as notified by the Bank.
- 3.3 "Service Provider" definition includes but is not limited to MSPs, organizations or individuals whose services are used by the Bank in relation to the Facility in any capacity.
- 3.4 "Alerts" means the customized messages sent by short messaging service/text ("SMS") over the Customer(s) mobile phone.
- 3.5 The Customer(s) has requested for this Facility, which the Bank at its sole discretion may discontinue at any time without prior notice and assuming any responsibility whatsoever. The Facility is currently available only to Customer residing in Pakistan and having Account(s) with the Bank.
- 3.6 The Bank may wherever feasible extend the Facility to other MSP's from time to time.
- 3.7 The Customer(s) assumes full responsibility for the security and confidentiality of his/her mobile phone number to be used in initially gaining access to his/her enrolled Account(s) through the use of his/her mobile phone.
- 3.8 The Facility may be extended by the Bank to any other Accounts, products and/or services being offered by the Bank or otherwise at the sole discretion of the Bank from time to time.
- 3.9 The Customer(s) shall inform the Bank immediately in writing on surrendering/discontinuing use of the MSP's mobile connections.
- 3.10 The Customer(s) is/are duly bound to acquaint himself with the detailed process for using the Facility and the Bank is not responsible for any errors/omissions by the Customer(s).
- 3.11 The Customer(s) acknowledges that this facility of the Bank will be implemented in a phased manner and the Bank may at a later stage, as and when feasible, add more features. The Bank may at its discretion, from time to time change the features of any Alert/Facility. The Customer(s) will be solely responsible for keeping himself updated of the available Alert, which shall, on best-efforts basis, be notified by the Bank through its website or through any other legally recognized medium of communication.
- 3.12 The Processing of registration form and its activation/deactivation service shall require a minimum of one (1) day from the date of submission of duly filled registration form.
- 3.13 The Bank shall not be bound to acknowledge the receipt of any query/instructions of the Customer(s) nor shall the Bank be held responsible to verify any instructions of the customer(s). The Bank shall endeavor to provide instructions on a best efforts basis and wherever operationally possible for the Bank.
- 3.14 The Customer(s) is solely responsible for intimating in writing to the Bank any change in his mobile phone number and the Bank shall not be liable for sending Alerts or other information over the Customer(s) mobile phone number in any way whatsoever.
- 3.15 The Customer(s) acknowledges that the Facility is dependent on the telecommunications, infrastructures, connectivity and services within Pakistan, The Customer(s) accepts that timeline of Alerts sent by the Bank will depend on factors affecting the telecommunication 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(s).
- 3.16 The Bank shall endeavor to provide the Facility on a best effort basis and the Customer(s) shall not hold the Bank or the Officer(s) or the Employee(s) responsible/liable for non availability of the Facility or any loss or damage caused to the Customer(s) as a result of use of the Facility (including relying on the Alerts for the Customer(s) investments or business purposes). The Bank or its Service Providers shall not be held liable in any manner to the Customer(s) in connection with the use of Facility.
- 3.17 The Customer(s) accepts that each Alert may contain certain Account(s) information relating to the Customer(s). The Customer(s) authorizes the Bank to send Account related information as per tier-based transactions mentioned in ADC Services Application Form, though not specifically requested, if the Bank deems the same in relevant.
- 3.18 The Customer(s) must keep the SIM card and his/her mobile phone in secure/safe custody at all times. The Customer(s) shall be solely responsible for consequences in case the Customer(s) fails to adhere to the above and/or in case of any un-authorized use of his/her mobile phone or SIM card.
- 3.19 By agreeing to the Terms and Conditions, the Customer(s) accepts the option to use the enhanced options, as and when they are made available by the Bank, which may include but not limited to; transferring of funds, making bill payments, transferring from one currency to another. Upon the Bank the offering enhanced options, the Customer(s) shall be advised the fees charged if any for various enhanced options made available through the Schedule of Charges as published and displayed by the Bank for a specific period.
- 3.20 The Bank reserves the right to introduce additional services from time to time. The Bank also reserves the right to send messages to registered mobile phone numbers regarding its products, services or any related matter from time to time.
- 3.21 The Bank may, in its discretion, withdraw temporarily or terminate the Facility, either wholly or in part, at any time without assigning any reason. The Bank may, without prior notice, suspend temporarily the Facility at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the temporary suspension of the Facility. Liabilities incurred by the Customer(s) shall, however survive the terminations of this agreement.
- 3.22 In case of termination/blocking of SMS Alert service and then reactivation within 24 hours, in either of the case, SMS Alerts of transactions made during the said period (service terminated/ blocked) would be sent to the Customer given mobile number.
- 3.23 The Bank will charge a monthly SMS Alert service fee (as mentioned in the Schedule of Charges), which will be non-refundable.
- 3.24 Unless otherwise waived by the Bank after the Customer(s) consent is taken, the Customer(s) shall pay to Bank, fees, charges and any other applicable taxes like WHT, FED etc. as levied by the Government authorities from time to time, for the use of this service. In this connection, the Bank is hereby authorized by the Customer(s) to debit any of the Customer(s) Account(s) with the Bank.
- 3.25 The Customer(s) shall be liable for payment of airtime or other charges which may be levied by the MSP in connection with the receiving of the Alerts, which may be levied by the MSP as per the Terms and Conditions of the MSP and the Bank is no way concerned with the same.
- 3.26 The Bank and its employee/contractual staff will not be liable for: (a) any unauthorized use of the Customer(s) mobile phone number/instrument or unauthorized access to e-mail received at his notified e-mail address for any fraudulent, duplicate or erroneous instructions given by use of the same; (b) acting in good faith on any instructions received by the Bank; (c) error, default, delay or inability of the Bank to action all or any of the instructions; (d) loss of any information/instruction/alerts in transmission; (e) unauthorized access by any other person to any information/instructions given by the Customer(s) or a breach of confidentiality.
- 3.27 The Bank shall not be concerned with and will not be held liable for any dispute that may arise between the Customer(s) and the MSP and makes no representation or gives no warranty with respect to the quality of the service provided by the MSP or guarantee for timely delivery of the content of each Alert.
- 3.28 The Bank shall not be held liable for any disruption or failure of providing mobile telecommunication services by the MSP. The Customer(s) agrees that any complaint in connection with the failure of mobile telecommunication services shall be referred to and addressed by the MSP.
- 3.29 All responsibility of use of Facility by Joint Account Holders shall be binding on all Joint Account Holders.
- 3.30 The Customer(s) shall indemnify and keep the Bank and its Service Provider(s) free and harmless from and against all liabilities, losses, claims and damages arising from negligence, fraud, collusion or violation of the terms of this agreement on the part of the Customer(s) and/or Third party. In addition, the Bank shall not be liable for any expense, claim, loss or damage arising out or in connection with this agreement including but not limited to war, rebellion, typhoon, earthquake, electrical, computer or mechanical failures.
- 3.31 The customer(s) accepts that all information/instructions with regard to required tiers transactions will be transmitted to and/or stored at various locations and be excess by personnel of the bank (and its affiliates). The Bank is authorized to provide any information or details relating to the customer(s) account to MSPs or any other service providers or government agencies, so far as is necessary to give effect to any instructions.

### 4. INTERNET BANKING SERVICE

- All transactions effected by the Customer through the JS Bank Internet Banking Service, as defined below, will be governed by these Terms and Condition ("Terms and Conditions")
- 4.1 All capitalized terms used herein shall have the meaning ascribed thereto in the following definitions:
- "Account(s)" refers to the Customer's bank account, card account, home finance account, auto finance account, consumer durable finance account and/or any other type of account (Each an "Account" and collectively "Accounts", so maintained with the Bank which are Eligible Account(s) for operations through the use of Internet Banking Service.
- Account Holder** means the Customer who has an Account.
- Affiliate** includes the Bank's authorized business partners and vendors.
- Bank** means JS Bank Pakistan Limited; a banking company incorporated under the laws of Islamic Republic of Pakistan, having its registered office at Shaheen Commercial Complex, Dr. Ziauddin Ahmed Road, Karachi.
- Customer** means the Primary Account Holder, Joint Account Holder and the Affiliates authorized to use Internet Banking Service via the registration form which the Customer shall access and fill-in online, or obtain from the Bank and submit the same to the Bank after filling. In case of the Customer being a minor, the guardian of such minor shall be permitted to use Internet banking Service. In this document all references to the customer being referred in masculine gender shall be deemed to include feminine gender. For the avoidance of doubt, it is pointed out that corporate Customers of the Bank are not covered under these Terms and Conditions.
- Eligible Accounts** means the account(s) in the name of the Customer maintained with the Bank in respect of which Internet Banking Services are offered by the Bank.
- Joint Account Holder** means the joint account holder with "either or survivor" operating instructions.
- Internet Banking Service** includes access to eligible accounts by account holders on the internet whereby account holders can view balances, transfer funds, pay bills online and other services as Bank may decide to provide from time to time. The availability/non-availability of a particular service shall be at the sole discretion of the Bank.
- Notice** means a written and/or electronic Notice given to the Customer by the Bank.
- Password** means the Electronic Banking Personal Identification Number or secret number chosen by the Customer for confirming the Customer's identity, which enables the Customer to access the Internet Banking Service.
- Personal Information** means the information provided by the Customer to the Bank.
- Primary Account Holder** means a single person who operates and maintains any given account with the Bank.
- Security Codes** means collectively the Password and FPIN.
- SoC** means Schedule of Charges.
- Statement** means bank statement, contract or transaction note, confirmation notice for Internet Banking Service or any of these or similar documentation, as applicable, depending on the Internet Banking Service.
- System** means the equipment and software contained on such equipment used by the Customer to access the Internet Banking Service.
- FPIN** means a four-digit number needed by the Customer to perform any financial transaction using the System.
- 4.2 The Terms and Conditions will only be applicable to the Customer as defined above and will be available only in relation to Eligible Accounts. All other Terms and Conditions notified by the Bank to the Customer will continue to subsist, even in situations where such individual accounts are being dealt with by the customer through the Internet Banking Service. Without prejudice to the Terms and Conditions pertaining to individual Eligible Accounts, these Terms and Conditions shall prevail only in respect of matters specified herein.
- 4.3 The Internet Banking Service(s) that have been availed by the Customer on holiday(s) or after business hours shall be processed the next working day. The customer making payments of utility bills, including but not limited to electricity, telephone, gas, cellular service and other bills as the Bank may allow through the Internet Banking Service, after the cut off time intimated to the Customer on the last due date may be levied with extra charges/penalties for such late payments as levied by the utility companies.
- 4.4 The Internet Banking Service will be available for use by the Customer at all times, provided however the Bank may at its sole discretion, from time to time conduct routine maintenance and repair services and as a consequence of such maintenance and repair, the Internet Banking Service may not be available during this time period. The Bank may at its discretion modify the Internet Banking Service being provided or discontinue the Internet Banking Service by giving the Customer Notice of said modification or disruption or termination of the Internet Banking Service. The Customer hereby agrees to accept all such changes, disruption or termination of the Internet Banking Service and waives all present and future rights that the Customer may have to challenge the Bank's right to amend or terminate the internet Banking Service. Notwithstanding anything contained hereinabove, the Bank shall not be liable for any disruption and/or the non availability of the Internet Banking Service resulting from the occurrence of events beyond the control of the Bank.

- 4.5 The Bank will allow the Customer to use the Internet Banking Service to access and operate any joint accounts held by the Customer. All Joint Account Holders shall be issued the Security Codes provided the account is operated severally. However, the joint accounts, which require two or more signatories, shall not be provided the Internet Banking Service.
- 4.6 The Customer will only access the Internet Banking Service from a computer or other device of a third party with the said party's prior permission and any loss or damage suffered by the third party due to such access the Internet Banking Service from a computer or other device of a third party with the said party's prior permission and any loss or damage suffered by third party due to such access of Internet Banking Service will not be the responsibility of the Bank and the Customer will compensate the Bank for all losses and damage that the Bank may incur due to unauthorized access.
- 4.7 The customer shall be solely responsible to purchase, install and update the relevant/required hardware, software and an up to date anti-virus software to access the Internet Banking Service.
- 4.8 All material and information supplied to the Customer by the Bank in relation to the Internet Banking Service shall not be used by the Customer except for the sole purpose of accessing the Internet Banking Service.

#### **SECURITY CODES**

- 4.9 The customer will ensure that the Security Codes are not disclosed to a third party. The Security Codes will identify the Customer in the operation and/or access to the Customer's Account through the Internet Banking Service. The Security Codes allow access to the user of the Security Codes to the Account that the Security Code pertain to, whether or not the Account Holder is himself accessing the Account. The Bank is neither required to nor responsible for the verification and/or confirmation of the identity of the person using the Security Codes and shall not be held responsible in any way by the Customer for breach of the Security Codes.
- 4.10 The customer shall have the option of blocking all access to the Internet Banking Service in respect of his Account.
- 4.11 The Customer shall verify the Statement with a view to detecting any unauthorized transactions in the Customer's Account. The customer shall, on a regular basis, change the Password, and shall take all additional precautionary measures that may be necessary to ensure that the confidentiality of the Security Codes and the Password is maintained and they are not disclosed or released to any third party. The customer shall be able to reset his/her Security Codes in accordance with Paragraph 11 herein below.
- 4.12 The Customer shall immediately change the Password through the Internet Banking Service or notify the Bank by calling on 0800 01122 or any other number that the Bank may provide from time to time to the Customer, in the event that the Customer becomes aware or suspects that the Security Codes are known to any third party and may be used or have been used by a third party to unauthorized access the Customer's Account or to carry out unauthorized transactions to and from the Customer's Account. Upon such notification the Bank will suspend use of the Internet Banking Service for the Customer until the Security Codes are changed and duly notified to the Customer.
- 4.13 The Bank shall use the Security Codes and the Password to identify the Customer and the Customer approves and gives his/her consent that the Bank is entitled to act upon any instructions received by the Bank through the Internet Banking Service without obtaining any further written or other confirmation from the Customer if the Bank has not been informed of any breach of the Customer's Security Codes or the Bank has no reason to believe that the instructions are not actually given or authorized by the Customer.
- 4.14 In order to effect any financial transaction the Customer will also be required to provide the PIN.
- 4.15 All instructions received by the Bank from the Customer, through the Internet Banking Service are irreversible and the Bank will charge the Customer for those transactions, which are conducted by him through the Internet Banking Service.

#### **INDEMNITY**

- 4.16 Notwithstanding anything contained herein above, the Customer hereby indemnifies the Bank and agrees to hold the Bank harmless against any loss, damage, costs, charges and expenses that may be suffered by the Bank as a direct or indirect consequence of the Customer's accessing the Internet Banking Service and infecting the Internet Banking Service/System with a virus. The Customer shall indemnify the Bank, Bank employees and Banks 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 as between lawyer and client (on a full indemnity basis) and other liabilities which the Bank may incur or suffer from or as a result of the Customer's use of the Internet Banking Service. The Customer shall compensate the Bank for any loss that the Bank may suffer as a result of the Customer's non-compliance with any of these Terms and Conditions.
- 4.17 The Customer hereby indemnifies the Bank for any loss that the Bank may incur in relation to the usage/transfer/withdrawal of funds in excess of the balance and/or credit limit available to him/her. The Customer shall within Seven (7) working days deposit the excess amount that has been utilized/withdrawn from the Account.
- 4.18 The Customer shall comply with all these Terms and Conditions of the Internet Banking Service and pay all the charges connected with it.

#### **INTERNET BANKING SERVICE ACCESSED OUTSIDE PAKISTAN**

- 4.19 If the Internet Banking Service is accessed outside Pakistan, the Customer is responsible for compliance with the local laws of that country, including (but not limited to) obtaining any license(s) that may be required.

#### **LOSS**

- 4.20 The Bank will not be liable for any loss or damage to the Customer as a result of providing the Internet Banking Service, including any direct, indirect, consequential or special loss suffered by the Customer howsoever caused in the use of the Internet Banking Service whether directly or indirectly arising from the use or availability of the Internet Banking Service.

#### **TERMINATION OF INTERNET BANKING SERVICE**

- 4.21 The Customer may cancel his/her use of the Internet Banking Service at any time by giving the Bank written notice or in such manner as may be notified by the Bank to the Customer from time to time, provided that the Customer agrees that such a Cancellation will terminate the use of the Internet Banking Service in respect of all Accounts held by the Customer. In event that the Customer terminates the use of Internet Banking Service, any instructions that have been issued by the Customer via the Internet Banking Service shall stand valid and will not be nullified upon termination.
- 4.22 The Bank has the right to end or suspend the Customer's use of the Internet Banking Service at any time, without assigning any reason for such suspension. The Bank shall inform the Customer of such suspension by way of a Notice. The Notice of suspension of the Internet Banking Service may be in the form of a notification appearing on the Customer's screen at the time of accessing the Internet Banking Service and customer hereby agrees that the Bank will not be required to issue any notice in writing in addition to such a notice. The Bank will however, comply with all instructions of the customer.

#### **PAYMENTS**

- 4.23 The Bank will charge a fee for the Internet Banking Service and the Bank may change the fees from time to time, at its discretion. The fees in this section shall be exclusively for providing the Internet Banking Service and shall not relate to any other charges for other banking services the Bank might provide in response to the Customer's request via the Service. The details of the Bank's charges for particular banking or other services will be provided to the Customer on request made by the Customer.
- 4.24 Any change in the fees and charges referred to in Paragraph 21 above and/or to these Terms and Conditions referred to in Paragraph 25 below, will be effected on such day as may be notified by the Bank by publishing the notice on the Bank's SoC and/or Bank's website. No confirmation and/or verification of such change will be required from the Customer.

#### **SET OFF**

- 4.25 The Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future, on the deposits held in Account(s) or in any other account, whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the Internet Banking Service extended to the Customer.
- 4.26 The Bank reserves the right to set off any Customer's liabilities and/or payment from one Account to another held with the Bank.

#### **AMENDMENT**

- 4.27 The Bank may modify and amend these Terms and Conditions at any time and from time to time, and inform the Customer of such amendment by giving the Customer Notice by placing the same at the Banks offices or branches or by sending the Customer a message via the Internet Banking Service. The Customer shall be deemed to have accepted the amended/modified Terms and Conditions each time he/ she logs on to the System.

#### **SEVERABILITY**

- 4.28 If any one or part of the terms of these Terms and Conditions proves to be legally invalid or unenforceable in any way, this will not affect the validity of the remaining terms. In the event that any terms of these Terms and Conditions are proven not to be legally valid for any reason whatsoever, the Bank is entitled to change the said term without having any effect on the enforceability of the remaining Terms and Conditions.
- 4.29 If one of the Terms of these Terms and Conditions is unenforceable against one of the Customers accepting these Terms and Conditions, this will not in any way affect the enforceability of that Term against the other Customers.

#### **NOTICE**

- 4.30 Except for situations where these Terms and Conditions refer to the Customer giving the Bank a notice by the Telephone, the Customer should give the Bank a written notice in connection with the Internet Banking Service in writing in hard copy form to any of the Bank branches in Pakistan where the Customer maintains an Account (or any other address the Bank may notify to the Customer from time to time for this purpose).

#### **COMPLAINTS**

- 4.31 Any complaints in relation to the correctness and/or genuineness of transaction and/or continuity of Internet Banking Services may be made either at the twenty four hours helpline 0800 01122 or directed in writing to any of the Bank branches in Pakistan where the Customer maintains an Account (or any other address the Bank may notify to the Customer from time to time for this purpose) within seven (7) business days.
- 4.32 To protect the Bank's Customer's as well as the Bank's Staff, and to help resolve any disputes between the Customer and the Bank, the Bank may record all telephonic conversations held between the Customer and the Bank regarding the Internet Banking Service, keep a record of all instructions given by the Customer via Internet Banking Service and the Bank may listen to telephone calls made in respect of the Internet Banking Service.

#### **ADVERTISING**

- 4.33 From time to time the Bank may advertise its own products and services, and those of its subsidiary companies of the Bank, through the Internet Banking Service. The Bank may send the Customer advertising material in respect of the said products and services and other subsidiary companies of the Bank from time to time.

#### **ACKNOWLEDGEMENT TO THE CUSTOMER**

- 4.34 The Customer hereby acknowledges that he/she utilizes this facility at his/her/its own risk. These risks may include the following:
- The Customer acknowledges that in case any third person obtains access to the account access information, he/she would be able to instruct the Bank to transfer fund or make payment. The Customer undertakes to ensure that the Terms and Conditions applicable to the use of the Password are complied with at all times.
  - The internet is susceptible to a number of frauds, misuse, hacking and other actions that could affect payment instructions to the Bank. Whilst the Bank shall aim to provide security to prevent the same, there cannot be any guarantee from such Internet frauds, hacking and other actions that could affect payment instructions by the Customer to the Bank. The Customer separately indemnifies the Bank against all risks arising out of any such action affecting payment instructions to the Bank.

- iii) The transfer of funds to third party accounts would require proper, accurate and complete details; the customer would be required to fill in the account number of the person to whom the funds are to be transferred. In the event of any inaccuracy in this regard, the funds may be transferred to incorrect accounts and the Bank will not be responsible and/or liable for reversal of such amounts and/or any refunds in this regard. The customer also indemnifies the Bank on a full Indemnity basis against any loss suffered by the Bank in case the transfer of Funds by the bank pursuant to such instructions of the customer results in violation of any anti Money Laundering Law, Rules or Regulations anywhere in the world
  - iv) In case the transaction(s) for transfer of funds as per the customer's instructions is not completed for some reasons, the Customer shall not hold the bank responsible in any manner in the said transaction(s) and contracts and the Customer's sole recourse in this regard shall be with the beneficiary of the transaction.
  - v) The technology for enabling the transfer of funds and other services offered by the bank could be affected by virus or other malicious, destructive or corrupting code, program or macro. It may also be possible that the website of the Bank may require maintenance and during such time it may not be able to process the request of the Customer. This could result in delays in processing of instructions or failure in processing of instructions and other such failures and inability on the part of the bank.
  - vi) The customer understands that the Bank disclaims all and any liability, whether direct or indirect, whether arising out of any loss of profit to the Customer or otherwise arising out of any failure or inability by the Bank to honor any Customer's instructions for whatsoever reason. The customer understands and accepts that the bank shall not be responsible for any of the aforesaid risks and the bank shall disclaim all liability in the respect of the said risks
  - vii) The customer undertakes, acknowledges and confirms that all his instructions shall be binding on himself as well as the Bank and he shall have no right to retract once the instructions have been passed on to the Bank through the Internet Banking Service. However, if the bank has not so far acted on any instructions by the customers through the internet banking Service, the Bank may in its discretion allow the Customer to retract the same.
  - viii) The decision as to when an instruction through the Internet Banking Service by the Customer is to be deemed effective shall vest in the Bank and it shall decide the same according to its own internal policy keeping in view its technological requirements and capabilities
  - ix) The Customer shall, at the time of signing these Terms and Conditions, identify the Accounts in respect of which he requires the Internet Banking Service and the Internet Banking Service shall be provided in respect of such accounts only.
- 4.35 the Customer agrees that the Bank and/or Affiliates or their contractors may hold and process his Personal Information and all other information concerning his Account(s) on computer or otherwise in connection with the Internet Banking Service for analysis, credit scoring and marketing.
- 4.36 The Customer also agrees that the Bank may disclose, in strict confidence to other institutions, such Personal Information as may be reasonably necessary for reason inclusive of but not limited to participation in any telecommunication or electronic clearing network, in compliance with the legal directive, for credit rating by recognized credit scoring agencies and for fraud prevention purposes.
- 4.37 The customer acknowledges and confirms that the Bank may, in its absolute discretion, and without any notice or liability to the Customer or any other person, refuse to act on, or delay acting on the Customer's instructions or reverse any action taken, for any reason, including and without limitation
- i) The instruction is not in accordance with this Agreement or any other agreement between the Bank and the Customer
  - ii) The Bank is of the opinion that the instruction may not be authorized or involves funds subject to a hold, dispute, restriction, trust or third party obligation.
  - iii) The instruction violates the bank's policies, procedures or practices, any applicable law or regulation, rule, standard, guideline (including but not limited to any applicable Anti Money Laundering regulation and guidelines) or any Governmental Authority;
  - iv) The effect of the transaction would exceed the limit imposed by the Bank on the Customer or the Services;
  - v) In the opinion of the Bank, there is a breach of security procedures in respect of or in connection with services;
  - vi) The Bank is unable to process Instructions; and,
  - vii) There is an operational failure or malfunction in connection with the transmission of the instruction

#### **GOVERNING LAW AND ENFORCEABILITY:**

- 4.38 The Internet Service and the above Terms and Conditions as well as related Templates, including applications, agreements, documents, etc. shall be governed in accordance with the Banking Companies Ordinance, 1962, the Electronic Transaction Ordinance, 2002 and other prevailing laws of the Islamic Republic of Pakistan, including all rules and regulations for the time being in force.
- 4.39 If the Bank relaxes any of the terms of these Terms and Conditions, this may be on a temporary basis or as a special case only. Such relaxation will not affect the Bank's right to enforce that term strictly at any other time

#### **5. eSTATEMENT**

JSBL will provide the Account Statement(s) through e-mail ("Service") entirely at the risk and responsibility of the Customer, and in consideration of the Bank agreeing at its absolute discretion to accept the request. All e-mail communications will be addressed to the Customer and sent to the e-mail address provided to JS bank for this purpose on the frequency selected. That the Bank is authorized and instructed to provide the Service, until written revocation instruction signed by the authorized signatories to the accounts aforementioned is received by the Bank. The customer understands and agrees that the service is provided "ASIS" and that the balance shown in the statement is always subject to change due to any value dated entry occurring in an account mentioned above on a subsequent date. The customer understands that the bank assumes no responsibility whatsoever for the timeliness, non-delivery, accuracy or general failure of the service and confirm that should the customer be dissatisfied with any portion of the service. Our sole and exclusive remedy, is to discontinue using the service. The customer understands and agrees that the bank should not be held responsible in case of any disclosure or hacking of electronic statements to/by undesired recipients, who are not authorized to know such information. The Bank may at any time terminate the service by notice in writing to the Customer, without assigning any reason thereof. The Customer may terminate the service by written instructions in original only and such termination may only be effective on the day following the delivery of such original written instructions. The Customer agrees to pay any charges levied by the bank for providing the Service as per Banks Schedule of Charges as amended from time to time. In case of any required change in any of the addresses, unauthorized use of the service or any breach of security the customer undertakes to inform the Bank of the same immediately. The Customer agrees to indemnify and hold the Bank and its officers harmless against any express or implied claim, demand, loss or damage, on account of this Service and understands that the bank does not warrant, either expressly or impliedly, that the service will meet the Customers' requirements as specified from time to time, or that the service will be uninterrupted, timely, secure or error free in any manner or respect. The Customer further agrees that the Bank or any of its employees or representatives or officers will not be responsible for any direct, in direct, incidental or consequential financial loss that the customer may suffer. At the time of subscribing to the service, if the customer consents to receive the account statement through email as an alternative to receive the same in paper form, the bank will discontinue sending paper statements to the customer with immediate effect.

#### **Undertaking**

- I/We undertake and declare under free will and without coercion that I/we are not involved in/with any sort of unlawful/illegal activity/terrorist faction and the funds are not Terrorist Group funds and/or are not involved with any terrorist faction
- I/We undertake that the said funds/account will not be used for any unlawful activity whatsoever including but not limited to money laundering, terrorist activity etc.
- I/We will not claim and/or hold the Bank responsible for any loss/damage in regard to the occurrence of any event due to and/or attributed to, act of God, such as an earthquake, floods, storms, tempests, heavy rains and or attributed to hostile takeover, merger, moratorium etc. or war, riots, civil commotion or other elements beyond the control of the Bank, and/or due to FORCE MAJEURE including but not limited to acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any Governmental (Federal, Provincial, and/or local) parliamentary or local authority or any governmental laws, rules and regulations; power failure; acts or defaults of any telecommunications network operator; circumstances where communication lines for the Bank's computer systems (Whether in Pakistan or elsewhere) cannot be used for reasons attributable third party telecommunications carriers ; any act of terrorism or sabotage, or malicious act; war, hostilities, or army actions and disruption of communications by the governmental or offshore agencies. This paragraph shall survive termination of these Terms and Conditions.
- The account holder/depositor undertakes to reimburse the Bank with any claims in respect of losses/charges on the basis of half yearly/half yearly closings of the Banks books of accounts The Bank would be within its right to debit their account(s) for the amount(s) of such claim/charges in settlement of business accounts of the bank

#### **OTHERS:**

- The exclusive place or jurisdiction for any claims brought against the Bank is the competent court in Pakistan
- The bank is subject to all applicable orders, directives, rules, regulations, laws, decrees and restrictions issued by the competent governmental and other regulatory authorities in Pakistan at the relevant time. Repayment of any deposits, account balances, or interest/profit thereon is subject to any acts of the Government of Pakistan or the State Bank of Pakistan and the liability of the Bank for payment if governed by applicable laws and regulation in force in Pakistan,
- The Bank will take due care that the credit entries and the debit entries are correctly recorded in the accounts of the Account Holder/Depositor but in case of any error, the Bank shall be within the right at all times to make the correct adjusting entries without prior notice. The bank shall not be liable for any damages, losses etc. and consequent upon such errors/adjustments.
- Any change in the address of the Account Holder should immediately be communicated to the Bank, the Post Office, and other agents of delivery shall be considered Agents of the Account Holder for deliveries of letters, remittances etc. and no responsibility whatsoever, shall be accepted by the Bank for delay, non-delivery, etc.

#### **Acceptance of Terms and Conditions**

I/We hereby declare and confirm that I/we have read, understood and agreed to the above Terms and Conditions and hereby covenant and agree to observe and be bound by the same Terms and Condition, supplements or modifications thereto and any applicable Schedule of Bank Charges that maybe issued and revised by the bank from time to time.

**Applicant Signature(s):** \_\_\_\_\_

**Date:** \_\_\_\_\_

# TERMS & CONDITIONS

## JS Bank Mobile Banking Terms and Conditions

These terms and conditions ("Mobile Banking-Terms") set out the rights and obligations of you ("the Customer") and us ("the Bank"), in connection with your use of the JS Bank Mobile Banking Service Facility. All the terms and conditions of these Mobile Banking-Terms are legally binding, so please read them carefully before you accept and agree to these Mobile Banking-Terms. This agreement ("Agreement") becomes effective between the Customer and the Bank ("the bank", "we" or "us") at the time of registering for mobile/electronic banking or at the time you access JS Bank Mobile Banking Service/Facility, whichever occurs first. For the purposes of this Agreement "electronic banking" includes but is not limited to online banking, JS Bank Mobile Banking, prepaid products through the internet or mobile phone, as well as, banking alerts via SMS or E-mail and SMS information services.

### 1. SCOPE OF MOBILE BANKING-TERMS & ELECTRONIC BANKING-TERMS

In addition to this Agreement, the terms and conditions of your automated teller machine ("ATM") card ("Bank Card Terms") and account or facility terms and conditions (other terms) shall apply to all transactions you carry out or instruct us to carry out through bank accounts linked to the card or account number you select when using JS Bank Mobile Banking Service/Facility. In the event of conflict between the provisions of this Agreement and the Bank Card Terms or any other term, the provisions of this Agreement shall prevail. Where the Bank Card Terms or other terms require amendments or additions thereto to be reduced to writing and/or signed, your acceptance of this Agreement shall be deemed to satisfy such requirements.

### 2. DEFINITIONS

2.1 In these Mobile Banking-Terms, the following words shall have the following meanings:

"Account" means one or more of the following accounts operated and maintained by us in the Customer's name: Savings Account, Current Account, Fixed Deposit Account, Credit Card Account, Debit Card Account, Prepaid Card Account, Branchless Banking Account or any other account maintained by us in the Customer's name from time to time.

"Agreement" means the Agreement formed between the Customer and the Bank on acceptance of these Mobile Banking-Terms in any written or electronic format.

"Alerts" means the customized messages sent either by short messaging service ("SMS") over the Customer's mobile phone, email or fax or any other modes of communication.

"ATM" means automated teller machine.

"Bank" means JS Bank Limited.

"Customer" means the person who holds an Account with the Bank to whom any of the Electronic Banking/Mobile Banking Services are provided. Where the Service mandate is requested by more than one authorised individual to an Account, they shall be jointly and severally bound by these Mobile Banking-Terms.

"Eligible Accounts" means individual accounts in your sole name and to joint accounts which you hold with another person but only if the mandate is "either one to sign," provided that only one person will be eligible to avail the Facility in respect of such joint account(s).

"GPRS/WAP Channel" means the access to internet provided by MSP's on GPRS/2G/3G/LTE/WAP (Data) enabled mobile phones.

"Instructions" means instructions, communications, operations or transactions transmitted by your mobile phone or by any other device that can access JS Bank Mobile Banking facility (including but not limited to Tablet Devices, PC, Laptop, Data Enabled Kiosks etc.) under the JS Bank Mobile Banking Service.

"IVR" means Interactive Voice Response system which is an automated voice based service from the Bank's call center number that interacts with the Customer and takes instructions from Customers for various financial and non-financial services as provided by the Bank from time to time.

"JS Bank Mobile Banking Service/Facility" means our mobile phone banking service which is a service of JS Bank that enables the Banks' Customers to access their account details as well as make select transactions through one or more MSP Channels or through WAP/Internet subject to expiry of transactions per session offered by the Bank from time to time using a mobile phone or any other device as specified in section 2.3 of these Mobile Banking-Terms.

"MSP" means any mobile service provider through whom the Customer or the Bank receives the mobile phone services as notified by the Bank.

"MSP Channels" are defined as any one or more of the data communication channels offered by a MSP that can be used to access the "JS Bank Mobile Banking Service".

"PIN" means the 4 digit PIN, TPIN, FPIN as provided by the Customer for authentication / verification of his / her identity by the Bank of the Customer's identity. The PIN is generated by the Customer himself/herself over the Interactive Voice Response (IVR) system by calling at JS Bank Call Center from his/her Registered Phone Number or through ATM or through Internet Banking after sufficiently verifying his/her identity as a genuine customer of the Bank. Customer will be able to obtain a range of financial information and carry out a range of financial transactions as determined by the Bank related to his / her relevant Account(s) through the use of TPIN and such other means of identification assigned to the Customer in connection with the Account(s) and Facility.

"Registered Phone Number" means Customer's phone number as provided by the Customer through the Account Opening Form/Application form for e-banking services/Debit Card Application Form or through any other means. This number, or any other number as modified by the Customer upon instructing the Bank at any time, which is available in Bank's records as Customer's latest registered number, is used to verify the Customer among other verification tools available to Bank for carrying out Customer's financial and non-financial instructions.

"Security Codes" means all user, passwords, activation keys, digital keys, codes sent via SMS to Registered Phone Number or the cellphone number registered for JS Bank Mobile Banking and/or digital signatures, as may be prescribed by the Bank from time to time for use with the JS Bank Mobile Banking-Service.

"Services" means the services made available by us to you under these Mobile Banking Terms.

"Service Charge" means the fee that is deducted from the Customer's account for use of the Facility. This fee will be deducted and may change at any time at the sole discretion of the Bank.

"Service Provider(s)" means and includes but is not limited to MSPs, organizations or individuals whose services the Bank uses in relation to JS Bank Mobile Banking Service in any capacity.

"Service/Facility" means the JS Bank Mobile Banking-Service/ facility granted by the Bank to the holder(s) of JS Bank Card (debit, prepaid and credit cards) and of any account and/or joint account and / or any other accounts or services as determined by the Bank from time to time for access to information on Accounts as may be prescribed by the Bank from time to time and usage of products and / or services as may be made available and included on mobile phone(s) by the Bank from time to time.

"SMS Channel" means Short Messaging Services offered by MSPs on mobile phones. These messages can be initiated by a Customer or by the Bank.

"Traffic" means the network traffic on the telecommunications infrastructure in Pakistan which includes and is not limited to SMS TRAFFIC, GPRS/WAP traffic but also at times includes the load on a communications device/mobile phone or system. Data transmitted over a network. Overall network usage at a given moment. However, at times it can refer to specific transactions, messages, records or users in any kind of data or telephone network.

"Transactions" means any payment for goods or services or other items or any cash advance, travellers cheques or foreign currency obtained by the use of a card, PIN or card number. You need not have signed anything for a transaction to have taken place. It also includes financial transactions such as funds transfers to other Bank customers, funds transfers to another bank's customer, funds transfer to a customer without any bank account, bill payments, mobile top-ups, purchase of prepaid cards, credit card bill payments etc and non-financial operations such as balance inquiry, mini statement and other information services available in this Facility.

"Us" or "we" means JS Bank Limited, their successors and assigns. "Our" shall mean relating to or belonging to us.

"You" means the person accepted by us as the Bank's Customer and in whose name an Account is opened. "Your" shall mean relating to or belonging to you.

"User Guidance" means the guidelines we may provide from time to time in connection with your operation of the Service, which may include guidance:

- in hard copy form (for example, in a user manual or by letter);
- spoken guidelines (e.g. by any technical helpdesks we may operate); and
- through any on-line help service available as part of the Service.

### 2.2 In these Mobile Banking-Terms:

2.2.1 the words include and including shall not be construed as having any limiting effect;

2.2.2 the singular includes the plural and vice versa;

2.2.3 a gender includes the other genders;

2.2.4 the headings are used for convenience only and do not affect the interpretation of these Mobile Banking-Terms;

2.2.5 the words "in writing" include any communication sent by letter, facsimile transmission, SMS, email or through website;

2.2.6 a reference to a document includes the document as modified from time to time and any document replacing it; and

2.2.7 the word "person" includes a natural person and any body or entity whether incorporated or not.

### 2.3 DEFINING THE DEVICE AND MEDIUM

The device which you select to access JS Bank Mobile Banking Service may include a computer, mobile/cell phone or similar technologies (the device) and the medium through which you access electronic banking may include the internet, wireless application protocol (WAP), wireless internet gateway (WIG), short messaging service (SMS) or any such similar technologies (the medium). We will refer to the device and the medium collectively as "JS Bank Mobile Banking service/communication system". Where a particular communication system requires contractual provisions different from other communication systems, this will be clearly stated in this Agreement.

### 3. MOBILE BANKING-SERVICE SCOPE

3.1 The JS Bank Mobile Banking Service will only be available for mobile phones and data connections which meet the required specifications and configurations as may be specified by the Bank from time to time and you agree to procure and maintain a mobile phone and data connection which meet these requirements at your own expense.

3.2 JS Bank Mobile Banking Facility is currently available only to resident Pakistani Customers with Account(s) with the Bank.

3.3 The Bank may inform you from time to time about changes to the way you should access or operate the JS Bank Mobile Banking Service. You must observe all such changes when accessing or operating the JS Bank Mobile Banking Service.

3.4 The JS Bank Mobile Banking Services are intended to be available seven (7) days a week but there is no warranty that the same will be available at all times. You further agree that the Bank shall be entitled at any time, at the Bank's sole discretion and without prior notice, to temporarily suspend the operation of the JS Bank Mobile Banking Service for updating, maintenance and upgrading purposes or any other purpose whatsoever that the Bank deems fit, and in such event, the Bank shall not be liable for any loss, liability or damage which may be incurred as a result.

3.5 The scope, features and functionality of the JS Bank Mobile Banking Service will differ from the other banking services for other electronic channels, and may be varied by the Bank from time to time. You agree and acknowledge that:

3.5.1 certain services are not available on the JS Bank Mobile Banking Service and these may or may not become available in the future; and

3.5.2 certain services which are currently available on the JS Bank Mobile Banking Service may be discontinued.

3.6 You acknowledge and agree that the Bank may, in its sole and absolute discretion, without notice and from time to time add to, vary, alter, suspend or remove any part of or all of the JS Bank Mobile Banking Service, or any function or feature of it, without giving any reason and without incurring any liability.

### 4. ELIGIBLE ACCOUNTS

4.1 Service cannot be used on some types of accounts and the Bank will advise you about such accounts upon your inquiry and you agree that Bank's decision will deem to be final and binding upon you in this respect.

4.2 In order to use the JS Bank Mobile Banking Service, you must be registered by the Bank to use the JS Bank Mobile Banking Service and comply with the registration and activation procedures prescribed by the Bank.

## **5. INDEPENDENT MOBILE PHONE SERVICE PROVIDER**

- 5.1 You understand that any access to JS Bank Mobile Banking Service will be effected through the relevant mobile phone service provider in the country from where such service is accessed and to this extent such access will also be subject to and governed by the relevant laws and regulations of that country and any terms and conditions prescribed by the mobile phone Service Provider in separate Agreements with you. You shall be responsible for all fees, charges and expenses, including IDD charges for overseas usage and mobile data charges, which may be imposed by the mobile phone Service Provider in servicing your telecommunications equipment in connection with the use of JS Bank Mobile Banking Service. You represent to the best of your knowledge that your telecommunications equipment through which access may be effected by any use of the account number and PIN are free from any electronic or mechanical defect, data failure or corruption, viruses, bugs and other similar problems. You agree that neither we, nor any of our officers and employees or any branch, affiliate or subsidiary of the Bank, are responsible for any electronic or mechanical defect, data failure or corruption, computer viruses and bugs or related problems that may be attributable to your telecommunications equipment and/or the services provided by any relevant mobile phone service provider.
- 5.2 The Customer assumes full responsibility for the security and confidentiality of his/her Mobile Phone (the physical possession of it), mobile phone number (Mobile SIM Card) and any PIN/Security Code to be used in relation to activation and usage of JS Bank Mobile Banking Service by him/her at all times.
- 5.3 The Customer assumes 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 to avoid any misuse of JS Bank Mobile Banking Service by any unauthorized person.
- 5.4 In case of Customer's mobile phone lying unattended, the Customer undertakes to lock it prior to leaving it unattended. In the event of not locking it, the Bank is not liable for any breach of confidentiality of any data/information sent to the Customer's mobile phone. The Customer acknowledges that he/she is solely responsible for protecting his/her mobile phone/device.
- 5.5 The Customer shall inform the Bank immediately on surrendering / discontinuing use of the MSP's mobile connection or blocking his or her JS Bank Mobile Banking Service. The Customer alone is responsible for ensuring continuation of the Facility on his MSP's mobile connection if he/she fails to inform JS Bank on time by calling JS Bank Call Center.
- 5.6 The Bank shall not be concerned with and will not be held liable for any dispute that may arise between the Customer and the MSP and makes no representation or gives no warranty with respect to the quality of the service provided by the MSP or guarantee for timely delivery / execution / contents of each Alert and/or messages/transactions.

## **6. PROCESS**

- 6.1 The Customer is duly bound to acquaint himself/herself with the detailed process for using the Facility and the Bank is not responsible for any error/omissions by the Customer.
- 6.2 The processing of registration requests for the Facility via any registration form, ATMs, Call Center, website and/or JS Bank Internet Banking, or as prescribed from time to time, shall require a minimum of one (1) day from the time of successful submission. Requests received on a non-working day shall be processed on the following working day.
- 6.3 The Bank is not bound to acknowledge the receipt of any query instructions, nor shall the Bank be held responsible to verify any Instructions. The Bank shall endeavor to provide Instructions on a best effort basis and wherever operationally possible for the Bank.
- 6.4 The Customer is solely responsible for intimating the Bank by calling the call center from his/her Registered Phone Number for any change in his mobile phone number subscribed for JS Bank Mobile Banking Facility and the Bank will not be liable for sending Alerts or other information over the Customer's mobile phone number in any way, whatsoever.
- 6.5 The Customer acknowledges that the Facility is available via a sensitive electronic system and 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 spoofing, errors or delays in transactions, delivery of Alerts, error, loss, distortion in transmission of and wrongful transmission of Alerts to the Customer.
- 6.6 The Bank shall endeavor to provide the Facility on a best effort basis and the Customer shall not hold the Bank or its partner(s) responsible / liable for non-availability of the Facility or any loss or damage caused to the Customer as a result of use of the Facility (including relying on the Facility for the Customer's personal, investment or business purposes). The Bank or its Service Providers shall not be held liable in any manner to the Customer in connection with the use of the Facility.
- 6.7 The Customer accepts that each Alert may contain certain financial and / or non financial Account(s) information relating to the Customer. The Customer authorizes the Bank to send Account related information, though not specifically requested, if the Bank deems that the same is relevant.
- 6.8 The Customer must keep the SIM card and his/her mobile phone in secure / safe custody at all times. The Customer shall be solely responsible for the consequences in case the Customer fails to adhere to the above and / or in case of any unauthorized use of his/her mobile phone or SIM card.
- 6.9 By agreeing to the Terms and Conditions of JS Bank Mobile Banking Service, the Customer accepts the option to use enhanced options, as and when they are made available by the Bank. Upon the Bank offering the enhanced options, the Customer shall be advised the fees charged if any for the various enhanced options made available. Such options may or may not be charged on a per transaction basis or otherwise as determined by the Bank.

## **7. WITHDRAWAL AND TERMINATION**

- 7.1 Notwithstanding anything herein to the contrary, the Bank may at any time, in its absolute discretion withdraw temporarily or terminate the Facility, either wholly or in part, at any time. The Bank may, without prior notice, suspend temporarily the Facility at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the temporary suspension of the Facility:
- 7.1.1 The Bank will automatically terminate your right of access to the JS Bank Mobile Banking Service should you cease to maintain any Eligible Account with the Bank which can be accessed via the JS Bank Mobile Banking Service or should your access to such Account be restricted by the Bank or any other party for any reason.
- 7.1.2 You may terminate the JS Bank Mobile Banking Service by giving prior written notice to the Bank or by calling at the Bank's Call Center from your Registered Phone Number. The JS Bank Mobile Banking Service will be cancelled within two (2) days from the date of the Bank's receipt of the notice of termination and you agree that the Bank shall not be obliged to effect any of your instruction received on any day falling after the receipt of your notice of termination. Liabilities incurred by the Customer shall, however, survive the termination of this Agreement.

## **8. ADDITION**

The Bank reserves the right to introduce additional services with or without giving any notice to the Customer. The Bank reserves the right to send messages to the Registered Phone Number regarding its products, services or any related matter, without the express consent of the Customer.

## **9. SECURITY & ACCESS PROCEDURES**

- 9.1 Security Codes/PIN will be issued by the Bank for access to the JS Bank Mobile Banking Services, which may be different from those issued for the other Services. The Bank may also issue separate requirements, restrictions, instructions, activation and access procedures or any additional conditions pertaining to the access and use of the JS Bank Mobile Banking Services, the Software and the Security Codes for the JS Bank Mobile Banking Service, and the transmission of Instructions ("Procedures"). All Procedures may be varied by the Bank from time to time. You agree and undertake to be bound by and to comply with all of the Procedures as may be issued by the Bank from time to time.
- 9.2 You must secure the Software/Application and the Security Codes installed in your mobile phone with a password where applicable. All such passwords and the Security Codes must be kept strictly confidential and must not be disclosed to anyone else. For security reasons, it is the best practice to keep changing your password after some time.
- 9.3 You must not leave your mobile phone unattended or permit any person to access to your mobile phone in such a manner that he may access your Software, Security Codes or the JS Bank Mobile Banking Service, whether with or without your consent.
- 9.4 In the event that you lose or replace or part with possession or control of your mobile phone in which the Software and/or Security Codes are installed or if you have reason to believe that someone has accessed your bank account(s) using the Software or Security Codes, you must immediately notify and instruct the Bank to revoke the JS Bank Mobile Banking Service immediately. You agree to indemnify us against any breach of the abovementioned conditions.

## **10. FEES**

- 10.1 The Customer agrees to pay the Bank the annual service fee as defined in the Bank schedule of charges, unless otherwise waived by the bank. In this connection, the Bank is hereby authorized by the Customer to debit any of the Customer's Account(s) with the Bank at the time of activation and on annual basis thereafter.
- 10.2 The Customer, shall be liable for payment of airtime or other charges which may be levied by the MSP in connection with the use of this Facility, as per the terms and conditions of the MSP and the Bank is in no way concerned with the same.

## **11. DISCLOSURE**

- 11.1 The Customer accepts that all information /Instructions will be transmitted to and/or stored at various locations and be accessed by personnel of the Bank (and its affiliates). The Bank is authorized to provide any information or details relating to the Customer or his Account to the MSPs or any other service providers so far as is necessary to give effect to any instructions.
- 11.2 The Bank may disclose to any regulatory authority, telecommunication company, service provider and /or network provider involved in providing the Facility, from time to time, any information relating to the Customer and the Customer's Account as it may, in its discretion consider it necessary to provide or disclose.

## **12. YOUR AUTHORITY/INSTRUCTIONS**

Use of JS Bank Mobile Banking Service means we do not interact face-to-face. Unless you notify us before we give effect to an instruction, you authorize us to rely on and perform all instructions that appear to originate from you (even if someone else is impersonating you). You permit us to regard all activities you conduct or instructions sent after you enter your access code as being authorized by you and intended to have legal force and effect. You acknowledge that the Bank may not be able to reverse or annul any transaction executed based on Instructions received prior to your notice to the Bank.

## **13. SUFFICIENT NOTICE**

You permit us to issue notices required in terms of these Mobile Banking-Terms, legislation or regulation by making such notification available via our communication systems or sending such notification by email, SMS or similar future technologies. Any notices so issued by us, will as far as they contain contractual terms relating to mobile/online banking, also form part of this Agreement.

For the purpose of service of any legal process we choose the following registered address:

ADC Business  
JS Bank Limited  
1st Floor, Shaheen Complex  
Dr Ziauddin Ahmed Road  
Karachi, Pakistan

## **14. NO OFFER, RECOMMENDATION OR SOLICITATION**

Unless clearly stated, all material on the communication system merely constitutes an invitation to use the Facility. It does not constitute an offer or solicitation to buy or sell or dispose in any way, of any investment, or to enter into any transaction.

## **15. INFORMATION FEEDS**

We may use the services of other organizations to provide information on the JS Bank Mobile Banking Service and for the purposes of the JS Bank Mobile Banking Service. We have no control over his information and make no representations or warranties of any nature as to its accuracy, appropriateness or correctness. You agree that such information is provided on an "as is" basis and we will not be directly or indirectly liable for any damages that may arise from you relying on it.

## 16. OUR INTELLECTUAL PROPERTY

We retain all copyright and other intellectual property rights in all material, including logos and other graphics and multimedia works published on or via the JS Bank website or JS Bank Mobile Banking Service. You are authorized to view and download one (1) copy to a local hard drive or disk, print and make copies of such printouts provided that:

- a. the material is used for considering or using JS Bank Mobile Banking Service and for no other commercial purposes;
- b. any reproduction of any portion of our proprietary material must include our entire copyright notice; and
- c. the logos and trademarks shown on our JS Bank Mobile Banking Service are our registered and unregistered trademarks or those of third parties. Nothing contained on our online JS Bank Mobile Banking Service should be construed as granting any license or right to use any trade mark or other intellectual property without our prior written permission or that of the relevant third parties. Irrespective of the existence of copyright, you acknowledge that we are the proprietor of all material on the communication system, whether it constitutes confidential information or not and that you shall have no right, title or interest in any such material.

## 17. SOFTWARE

You must use and maintain only hardware and software of sufficient quality and performance capability. Your failure to use such software or hardware may result in a higher security risk and cause the Facility not to operate properly or not at all.

Software, if any, made available for download on or via the facility is governed by license conditions that establish a legal relationship with the licensor. You indemnify us against any breach of these license conditions. We give no warranty and make no representation, whether expressly or implied, as to the quality or fitness for purpose or use of such software. No warranty, whether express or implied is given that any files, downloads or applications available via this facility are free of viruses, trojans, bombs, time-locks or any other data or code which has the ability to corrupt or affect the operation of your computer, database, network or other information system.

## 18. TRANSMISSION OF INFORMATION AND SECURITY TIPS

Information transmitted via an unsecured link over an online or JS Bank Mobile Banking Service is susceptible to potential unlawful access, distortion or monitoring. You must comply with the security tips which are published on our website from time to time. As we do not have the ability to prevent unlawful activities by unscrupulous persons, you accept that we cannot be held liable for any loss, harm or damage suffered by you as a result thereof. To limit these risks, we may request independent verification of any information transmitted by you via our online system from time to time.

## 19. WARRANTIES AND REPRESENTATIONS

We do not warrant that the communication system or JS Bank Mobile Banking Service will be error-free or will meet any particular criteria of accuracy, completeness or reliability of information, performance or quality. We expressly disclaim all implied warranties, including, without limitation, warranties of merchantability, title, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

## 20. SETTLEMENT

We shall not print or issue any advice or confirmation for any transaction conducted via JS Bank Mobile Banking Service although any such transaction will be recorded in the monthly statement issued by us. A transaction is completed instantaneously if done before the cut-off time reckoned at the location of our data and operation system. If it is done after the cut-off time at such location, it will be completed as a transaction on the next business day. The transaction details, account balances and other information as shown in your telecommunications equipment are for reference only. Those transaction details and account balances as recorded by us will be conclusive (for example, as to the balance, the type and amount of the transaction and the time and date it occurred).

## 21. LIMITATION OF LIABILITY AND INDEMNITY

21.1 For the purposes of this clause "we" or "us" or "our" includes the Bank as well as its affiliates, shareholders, employees, consultants, representatives and agents. Although we have taken care to ensure that the content provided on the Facility is accurate and that you suffer no loss or damage as a result of you using it, the facility and JS Bank Mobile Banking Service are provided on an "as is" basis. We are not liable for any damages whatsoever relating to your use of the Facility. This includes the information contained on the facility or your inability to use the facility, including, without limitation, any direct, indirect, punitive, special, incidental or consequential damages, whether arising out of contract, statute, delict or otherwise and regardless of whether we were expressly advised of the possibility of such loss or damage. Without derogating from the generality of the foregoing, we are not liable for the following:

- a. any losses, damages or costs which you suffer as a result of a compromise of your access codes;
- b. any interruption, malfunction, downtime or other failure of the JS Bank Mobile Banking Service/ communication system or electronic banking, our banking system, third party system, databases or any component part thereof for whatever reason;
- c. any loss or damage which arises from your orders, investment decisions, purchases or disposal of goods and services, including financial instruments or currencies, from third parties based upon the information provided on the Facility;
- d. any loss or damage with regard to your or any other data directly or indirectly caused by malfunction of our bank system, third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive code on the bank system or third party systems, programming defects, negligence on our part;
- e. any interruption, malfunction, downtime or other failure of goods or services provided by third parties, including, without limitation, third party systems such as the public switched telecommunication service providers, internet service providers, electricity/utility suppliers/administrators, local authorities and certification authorities; or
- f. any loss of any information during processing or transmission or any unauthorized access by any third party or breach of confidentiality.

21.2 The Customer agrees to indemnify the Bank against the following:

- a. any actions, proceedings, claims, penalties, costs, damages, loss, expenses or liabilities incurred by the Bank as a result of any breach by you of any term of these Mobile Banking-Terms of this Agreement;
- b. any actions, claims, demands, proceedings, loss, damages, costs, charges and expenses whatsoever the Bank may incur, sustain, suffer or be put to at any time as a consequence of acting on or omitting or refusing to act on any instructions given by your use of the Facility;
- c. any loss suffered by the Customer due to disclosure of the personal information to a third party by the Bank, for reasons inclusive but not limited to participation in any telecommunication or electronic clearing network, in compliance with a legal directive, for statistical analysis or for credit rating;
- d. any delay by the Bank due to reasons beyond its control in onward transmission of the funds to the utility company(ies) /credit card company(ies) which may result in disruption of the utility service and credit card related transactions or any other registered beneficiary as set by the Customer; and
- e. any erroneous payments to utility company(ies)/credit card institution(s) or any other third party beneficiary as set by the Customer, arising out of wrong input of account/consumer/card number by the Customer. The Customer further confirms and agrees to waive any right which the Customer may otherwise have for holding the Bank responsible for any mistake or omission caused by the Service and any delay by the Bank due to reasons beyond its control in onward transmission of the funds to the Service company(ies)/credit card institution(s) which may result in disruption of the Service or Card related transactions or any other third party beneficiary as set by the Customer; and
- f. any event over which we have no direct control.

## 22. EVIDENCE

- 22.1 You agree that all Instructions transmitted by your mobile phone or otherwise are issued by you and are valid as such under applicable law in electronic form. The Customer shall not dispute or challenge the validity or enforceability of any Instruction on the grounds that it is not a written document and you hereby waive any such right.
- 22.2 The Customer agrees that the Instructions, though in electronic form, are original documents and you agree not to challenge the admissibility of any Instruction on the grounds that it is made in electronic form.
- 22.3 You acknowledge and agree that the Banks' records and any records of your Instructions made or performed, processed or effected through the JS Bank Mobile Banking Service by you or any person purporting to be you or any record of transactions relating to the JS Bank Mobile Banking Service and any record of any transactions maintained or by any relevant person authorized by the Bank relating to or connected with the JS Bank Mobile Banking Service, whether stored in electronic or printed form, shall be binding and conclusive on you for all purposes whatsoever and shall be conclusive evidence of the Instruction and transactions and your liability to the Bank. You hereby agree that all such records are admissible in evidence and that you shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were incorporated and/or set out in electronic form or were produced by or are the output of a computer system, and hereby waive any of your rights (if any) to so object.

## 23. FORCE MAJEURE

- 23.1 No party shall be liable for any failure to perform its obligations under this Agreement if the failure results from a Force Majeure Event (defined below).
- 23.2 For purposes of this Agreement, a "Force Majeure Event" is an event which is beyond the reasonable control of a party and shall include acts of God, government, civil or military authority, civil or labor disturbance, strikes, criminal or terrorist activity, wars, fires, explosions, earthquake, subsidence, storms, floods, power failure, acts or defaults of any telecommunication network operator, disease, epidemic or health quarantines.
- 23.3 The Bank's obligations, so far as affected beyond the Bank's reasonable control shall remain suspended during the continuance of any delay or failure in performance so caused and such delay shall not be a breach of the Agreement.

## 24. ASSIGNMENT & SUB-CONTRACT

- 24.1 This Agreement is personal to you, and you shall not be entitled to assign, charge or otherwise deal with this Agreement in any way.
- 24.2 The Bank may, without notice, at any time delegate or sub-contract any rights or obligations under this Agreement to any third party and appoint third party agents or sub-contractors to provide the whole or part of the JS Bank Mobile Banking Service.

## 25. AMENDMENT

The Customer hereby, agrees to abide by, without need of notice and express consent, any and all future modifications, innovations, amendments or alterations to these Mobile Banking-Terms.

## 26. SEVERABILITY

If any provision of this Agreement is agreed by the Bank and you to be illegal, void or unenforceable under any law that is applicable or if any court of competent jurisdiction in a final decision so determines, this Agreement shall continue in force save that such provision shall be deemed to be deleted with effect from the date of such Agreement or decision or such earlier date as you and the Bank may agree.

## 27. CERTIFICATE

To prevent unnecessary disputes, you agree that unless you can prove otherwise, a certificate signed by a manager of the Bank or his representative is sufficient proof of the date of publication, withdrawal, transmission and content of:

- a. the current version and all previous versions of this Agreement;
- b. notices and disclaimers posted on the service; and
- c. notification sent under this Agreement.

**28. JURISDICTION/GOVERNING LAW**

This Agreement will be governed and construed in accordance with the laws of the Islamic Republic of Pakistan without reference to any conflict of law provisions and the courts at Karachi shall have jurisdiction in all related matters.

**29. GENERAL PROVISIONS**

The headings of the clauses in this Agreement are provided for convenience and ease of reference only and will not be used to interpret, modify or amplify this Agreement.

Where any dates or times need to be calculated in terms of this Agreement, the international standard time (GMT) plus five (5) hours will be used.

Whenever disputes result from the Mobile Banking-Terms of the JS Bank Mobile Banking Service, we both authorize a Court or arbitrator, as the case may be, to interpret this Agreement in such a manner as to facilitate normal banking without placing undue emphasis on technical issues. No failure or delay by us to exercise any of our rights is to be construed as a waiver of any such right, whether this is done expressly or is implied. It will also not affect the validity of any part of these conditions or prejudice our right to take subsequent action against you.

**30. LEGAL CAPACITY**

You warrant to us that you have the required legal capacity to enter into and be bound by this Agreement. Anyone below the age of 18 must be assisted by their legal guardian when reading this Agreement. If you are unsure whether you have the legal capacity to enter into Agreements, you have to contact someone able to provide you with this information before you continue to use JS Bank Mobile Banking Service. Our Call Centre will be able to help you in this matter.

**31. ACCEPTANCE OF TERMS AND CONDITIONS**

1. Once the Customer logs in to JS Bank Mobile Banking Service, it is deemed that he/she has accepted these Mobile Banking-Terms. The Bank may at any time vary the terms and conditions by posting revised terms and conditions on its website. The Customer hereby waives any right of contestation in respect thereof and agrees to be bound by the same.
2. The Customer confirms having read, understood and accepted the above terms and conditions in acknowledgement of which he/she has accepted this Agreement.
3. I hereby provide my/our consent to the Bank or any of its affiliates including branches to disclose and furnish and share information pertaining to my/our account to domestic or overseas regulators for tax authorities where necessary to establish our tax liability in any jurisdiction.
4. I shall indemnify and hold the Bank harmless against any claim, damages, costs, expenses and other direct and/or indirect consequence of the Bank disclosing, furnishing and sharing any information pertaining to my/our Bank account with any domestic or overseas regulators or tax authorities.
5. I hereby undertake to comply with and act in accordance with all requirements the Bank makes from time to time any directions given to us by the Bank in relation therewith. I undertake to provide the Bank with any under takings and/or declarations including signing any and all forms, within the specified time frame, which in the opinion of the Bank are necessary and appropriate. In case I cease or fail to comply with the Bank's requirements or cease or fail for what so ever reason to provide any necessary under taking or declaration or fail to sign any required forms as set out above, the Bank shall have the right at its own discretion to terminate the Facility and service provided to me.

**DECLARATION**

The Customer acknowledges having read the Mobile Banking-Terms and confirms that the same constitutes an agreement between the Bank and the Customer and agrees to be bound by such Mobile Banking- Terms, as amended from time to time and subject to all applicable laws and directives of the State Bank of Pakistan in force from time to time.

Customer Signature(s): \_\_\_\_\_

Date \_\_\_\_\_