

General Terms and Conditions governing the Al Baraka Debit Card:

Glossary of Terms:

In these terms and conditions, following are the Glossary of certain words and abbreviations used:

"UPI(CUP)": Means a global payment gateway, service provider network for ATMs and POS machines where CARD HOLDER may use ATM/POS Services.

"1 Link": 1 Link (Guarantee) Limited, a consortium of major Banks that owns and operates the shared financial services network in Pakistan through which CARDHOLDER may use his / her CARD.

"M-Net": Another shared financial services network in Pakistan through which CARDHOLDER may use his / her CARD.

"ACCOUNT": Means a Rupee or a Foreign Currency Bank Account maintained by a Customer with the Bank All references that refer to singular shall be deemed to include plural.

"ACCOUNT HOLDER": Means a person(s) who maintain(s) one or more Accounts with the Bank.

"ACCOUNT INFORMATION": Means information pertaining to the Account(s) maintained by the Customer with the Bank.

"ALTERNATE CHANNEL": Means Customer touch point other than BRANCH, including but not limited to ATM, Mobile, Internet, POS, Phone Banking etc through which transactions/instructions/or requests can be performed or taken.

"ATM": Means Automated Teller Machine installed and operated by the Bank in Pakistan and / or abroad and / or Automated Teller Machines of Banks participating in the Linked Network and / or the Automated Teller Machines of Banks or financial institutions in Pakistan and / or abroad where card is accepted.

"Bank": refers to Al Baraka Bank Pakistan Limited.

"Branch": An office of Al Baraka Bank authorized to conduct Customer banking transactions.

"BENEFICIARY": Means the recipient of funds or other services as prescribed by the sender of funds, who may also be the ACCOUNT HOLDER.

"Business Day": Means a day when the relevant branch of the Bank is open to conduct commercial Banking business.

"CARD": ATM / Union Pay (UPI) Debit Card issued by the Bank and may also include any other card issued by the Bank at any time.

"CARD HOLDER": Means an Account Holder maintaining an Account with the Bank and to whom a CARD is issued

"CARD TRANSACTION": Means any transaction made through the CARD and includes without limitation, fees debited by the Bank or other Banks to effect the said transaction.

"CUSTOMER": Means a person, firm, company or any other institution, who maintains one or more account(s) with the Bank. In this document all reference to the Customer being referred in masculine gender shall be deemed to include the feminine gender. All references that refer to singular shall be deemed to include plural.

"DESIGNATED UTILITY PROVIDER": Means the utility provider which has given access to the Bank to its Customer database, thereby enabling the Bank to make direct payments to it on behalf of its Customers.

"e-Statements": Electronic Statement of Account" means Customer's periodic statement of account sent by the Bank through email.

"FUNDS TRANSFER": Means transfer of funds from an Account maintained in the Bank to another Account maintained at the Bank or another Bank.

"IVR": Means Interactive Voice Response, a system that allows user keypad input for various transactions and instructions and responds accordingly.

"Linked Account(s)": Means a specific Account or more than one Account, which is linked to the ATM / Debit card, SMS Banking, Internet Banking or any other service provided through Alternate Channel at the request of the Customer by the Bank

"MERCHANT": Means any person supplying goods and / or services and / or other benefits who accept the CARD as means of payment.

"PHONE BANKING": Means banking services offered by the unit of the Bank that is accessible by way of phone, for various types of transactions and to take instructions from Account Holder. This also includes services offered through IVR.

"PAYMENTS": shall mean any payment by a Customer via transfer of funds from the Account(s) held by the Customer to third party accounts or bill payments. The Bank may at its sole and exclusive discretion confine this facility only to certain permitted Customers or may extend it from time to time to be generally available to all Customers.

"PERSONAL INFORMATION": Refers to the information provided by the Customer to Al Baraka Bank.

"PIN": Means the confidential Personal Identification Number allocated to the CARD HOLDER by the Bank or chosen by the CARD HOLDER from time to time. The term PIN would include ATM PIN, T-PIN and SMS-PIN.

"POST": Means any means of delivery of statements, advices or any other documents etc. to the Customer.

"SBP": Means the State Bank of Pakistan.

"SMS": Means short message service which includes the storage, routing and delivery of alphanumeric messages over GSM / TDMA telecommunications system.

"Telco": Means the cellular phone company which has entered into agreement with the Bank for the purposes of providing mobile phone banking facilities to the Customers.

"TERMS": refers to terms and conditions mentioned herein.

"POS" or "POS TERMINALS": Means point of sale electronic terminals at Merchant Service / Retail Outlet(s), enabling the CARD HOLDER to use the CARD to access funds in the Account or Linked Accounts held with the Bank to make a purchase.

In consideration of Al Baraka Bank Pakistan Limited (the Bank) providing me /us ATM services as may be requested by me / us from time to time, I/we agree that the terms and conditions contained herein below shall be binding upon me /us with respect to the usage of ATM Services as specified in this form or any other form that may be submitted by me /us with the Bank:

Debit Card:

1. The following ACCOUNT HOLDERS shall be eligible for applying and using the CARD:
 - a) Individual Account Holder
 - b) Joint Account Holder (where the Account is operated on the signature of anyone of the Account Holders).
 - c) For Joint Accounts which are operated on the signature of anyone of the Account Holders, the Bank may at its discretion issue more than one CARD against the Joint Account for one or more of the Joint Account Holders on their written request (as applicable).
 - d) The Joint Account Holders will be jointly and severally liable for all transactions processed by the use of any CARD issued and each Joint Account Holder to whom a card is issued shall be deemed to be duly authorized by the other Joint Account Holder(s) to have such card issued in his / her favor. The terms and conditions herein shall be jointly and severally binding on all Joint ACCOUNT HOLDERS and as the context requires, terms herein denoting the singular shall include the plural and vice-versa.
2. The CARD shall only be used by the CARD HOLDER and is not transferable. If the CARD HOLDER authorizes anybody else to use his / her Card, despite this prohibition, then he / she will be exclusively responsible for any and all risks and consequences.
3. The CARD shall be issued to the CARD HOLDER at his / her sole risk and responsibility. The PIN shall be a confidential number generated by the customer through IVR and should be changed by the CARD HOLDER regularly. The CARD HOLDER shall use the PIN for ATM transactions. The PIN could also be used for Debit CARD TRANSACTIONS at POS installed at MERCHANT locations wherever PIN based transactions are supported. The CARD HOLDER undertakes not to pass on the CARD or disclose the PIN to any other person and shall take every precaution to prevent disclosure of the PIN to any other person / third party.

4. In case of there being insufficient balance in the Linked Account(s) or if the Linked Account(s) is (are) marked on hold for carrying out any CARD TRANSACTIONS, the same shall be denied to the CARD HOLDER. In the event that there are also insufficient funds for debit of outstanding charges owed to the Bank by the CARD HOLDER in respect of the CARD TRANSACTIONS, all services available on the CARD may remain suspended until such time that the CARD HOLDER clears all related charges and gives a request in writing for reactivation of the same.
5. The CARD HOLDER further undertakes to accept full responsibility for all transactions made by the use of the CARD either by him / her or any other person whether or not made with his / her knowledge or authority and the CARD HOLDER agrees to accept the Bank's record of transaction(s) as binding for all purposes.
6. The CARD HOLDER hereby irrevocably authorizes the Bank to debit (without any prior notice to the CARD HOLDER), the Account(s) of the CARD HOLDER with the Bank, for the amount of any withdrawal, transfer and / or CARD TRANSACTION, whether or not made by his / her knowledge or by his / her authority.
7. In the event of loss or theft of the CARD, the CARD HOLDER shall immediately notify such loss or theft to Customer Services of the Bank or Phone Banking. The Bank, without accepting any responsibility or liability for the transaction(s), if already made, will make all endeavors to stop the future transaction(s) on the lost or stolen CARD. It is, however, clear that the Bank shall, in no case, be liable for any transaction made before the Loss, theft etc is registered with the Bank and the Account(s) of the CARD HOLDER will be debited accordingly.
8. If the CARD HOLDER loses his/her CARD overseas, he / she may either follow the above procedure or report the loss through Union Pay help-lines in the relevant country. In case the CARD HOLDER uses the Union Pay helpline abroad then the charges for the same shall be borne by the CARD HOLDER.
9. The Bank shall not be responsible for any and all consequences, if the transactions involving the use of the CARD are not honored or operative for any reason, whatsoever, or if there is any malfunctioning and / or failure of the ATM.
10. The CARD issued to the CARD HOLDER shall remain, at all times, the property of the Bank and shall be surrendered to the Bank on demand. The Bank, at its sole discretion, reserves the right, at all times, to terminate the arrangement, cancel or withdraw the CARD or refuse to reissue, renew or replace the CARD without assigning any reason or giving prior notice to the CARD HOLDER.
11. The Bank shall, in no case, be liable to the CARD HOLDER, for non-availability of ATM services, for any reason, whatsoever, including but not limited to any mechanical fault, communication lines failure or power breakdown etc.
12. The Bank shall not be responsible for any act of theft, robbery, loss etc. of any sum whatsoever committed within or outside the Bank Premises after the sum is withdrawn from ATM by the CARD HOLDER or any person holding CARD with or without knowledge of the CARD HOLDER.
13. The Bank is authorized to block CARD TRANSACTIONS or any other service linked with it at any time, without prior Notice to the CARD HOLDER(s) and without providing reasons.
14. The CARD HOLDER(s) cannot cancel a transaction after it has been completed. The Bank will normally debit the amount of any CARD TRANSACTION to the Account as soon as the Bank receives notifications from the MERCHANT in connection therewith. The Bank will not be liable for any loss resulting from any delay therein. The CARD HOLDER agrees to reimburse the Bank for any amounts that are due from the CARD HOLDER for transactions authorized by him / her even after closing of linkage Account.
15. If a retailer or supplier makes a refund for a CARD TRANSACTION, the Bank will be refunding the Customer when it receives the retailer or supplier's proper instructions. The Bank will not be responsible for any delays in receiving such instructions and refunds.
16. The CARD HOLDER will be liable for all losses or cost incurred by the Bank as a result of any breach by the CARD HOLDER of the Terms and Conditions contained herein and shall reimburse to the Bank all such costs on the Bank's first demand.
17. The Bank is not liable in any way for the quality, quantity, sufficiency and acceptability of the goods and / or services purchased by the use of the CARD or for any surcharge charged by a MERCHANT or any other breach or non-performance of any CARD TRANSACTION by a MERCHANT.
18. While CARD HOLDER may be allowed to withdraw cash from ATMs in foreign countries and also utilize the CARD for payments to MERCHANTS, the Bank may at its discretion disallow this facility if circumstances arise which in its opinion prohibit it from doing so.
19. In the event that the CARD HOLDER'S Account is debited and cash is not disbursed or disbursed short when the CARD is used at another Bank's ATMs, the CARD HOLDER will submit a claim for the respective transaction / amount with the Bank. The Bank will only reverse the entry for the claimed amount after verifying such claim with the respective Bank whose ATM was used. The CARD HOLDER can claim for transactions that are up to 2 months old.
20. The Bank may from time to time, at its discretion, tie-up with various agencies to offer features on the CARD. All these features would be on a best effort basis only, and the Bank does not guarantee or warrant the efficacy, efficiency, usefulness of any of the products or services offered by any service providers / merchants / outlets / agencies. Disputes (if any) would have to be taken up with the merchant/agency, etc. directly, without involving the Bank.
21. Any dispute with or complaint against any Merchant Establishment must be directly resolved by the CARD HOLDER with the Merchant. The Bank is not in any manner responsible for any issues regarding goods and services received by the CARD HOLDER including the quality, value warranty, delay of delivery, non delivery, non receipt of any goods or services. It must be clearly understood that the CARD is only a facility given to the card holder, which is made available to purchase goods or avail of services and the Bank holds out no warranty or makes no representation about quality, quantity, value, delivery or otherwise, howsoever regarding goods or services, and any dispute should be resolved with the Merchant Establishment directly. However, the CARD HOLDER may report to the Bank with details of the name, location, date and time of the transaction and other details that will assist the Bank in its investigations and possible resolution of complaint.
22. All refunds and adjustments due to any Merchant/device error or communication link may be processed manually and the Account will be credited after due verification and in accordance with VISA/Union Pay and other networks rules and regulations as applicable. The CARD HOLDER agrees that any debits received during this time will be honored only based on the Available Balance in the Account(s) without considering this Refund. CARD HOLDER also indemnifies the Bank from acts of dishonoring the payment instructions.
23. The CARD is valid for use both in Pakistan as well as outside Pakistan and the CARD HOLDER shall ensure adherence to all requirements of the Exchange Control Regulations with regard to foreign exchange entitlements as stipulated by the State Bank of Pakistan from time to time.
24. Usage of the CARD outside Pakistan will be made strictly in accordance with the Pakistani foreign exchange laws. In the event of any failure to do so, the CARD HOLDER shall be solely and completely liable and responsible for noncompliance with the law and the regulations and notifications issued there under from time to time.
25. The CARD cannot be used for effecting remittances for the purposes for which the release of exchange is not permitted under our internal policies and any regulations. The Bank reserves the right to report such violations to the Regional office of the Exchange Control Department giving full details. The CARD HOLDER's right to use the CARD in such circumstances would cease forthwith.

26. The exchange rate for all foreign currency transactions on the CARD will be decided by the Bank and will be binding on the CARD HOLDER.
27. The CARD is not to be used
 - a) At Hotels during Check-in and also at other locations where paying arrangement is done before completion of the purchase transaction or service.
 - b) for any Mail Order/Phone Order purchases
 - c) and any such usage will be considered as Unauthorized
28. It would be mandatory for the CARD HOLDER to sign on the back of his / her card.
29. It would be mandatory for the CARD HOLDER to key in the correct PIN at the time of purchase transaction or sign the Merchant receipt presented to him / her for the authorization of POS transaction. The signature should be the same signature as on the back of his / her card.
30. In addition to these Terms and Conditions, the CARD shall be governed by terms and conditions and operating regulations stipulated by Union Pay International from time to time.
31. For the security of the Customer, the Bank may impose a daily/monthly limit on Debit Card transactions.
32. The services like 'Inter Bank Funds Transfer' (IBF Facility), 'Utility Bill Payment System' (UBPS Facility), may only be available to the CARD HOLDER on the Bank's own ATMs until the Bank decides to provide these services on other Banks' ATMs.
33. The Bank reserves the right to vary any of these Terms and Conditions. The CARD HOLDER will be notified of the changes.
34. Use of the CARD after the date upon which any changes to these Terms and Conditions are to have effect (as specified in the Bank's notice) will constitute acceptance without reservation by the CARD HOLDER of such change. Notification of change may take effect by such means as the Bank may consider appropriate (including but not limited to displaying the change on the ATM screen or enclosing it with the Bank statements or publishing it on the Bank's website or notice board at the branches).

Funds Transfer through Alternate Channels:

35. The CARD HOLDER's Account will be debited by the Bank on receipt of a Funds Transfer request made via the ATM or' any ALTERNATE CHANNEL.
36. The CARD HOLDER shall ensure that the particulars of the Funds Transfer request are complete and correct so as to enable a successful transfer of funds from his / her Account into the beneficiary's Account.
37. Any Funds Transfer request submitted by the CARD HOLDER shall be irrevocable and deemed correct and binding on the CARD HOLDER and payment shall be made to the beneficiary's Account based on the account number given by the CARD HOLDER.
38. While making a Funds Transfer on ATM or any ALTERNATE CHANNEL, if the funds were not transferred to the destined Account as per the transfer request, then the CARD HOLDER will submit a claim for the respective amount with the Bank. The Bank will only reverse the entry for the claimed amount after verifying such claim with the Bank's respective records, and if the claim is submitted by the Customer within a period of 6 months from the date of transaction.
39. While making a Funds Transfer on ATM or any ALTERNATE CHANNEL the responsibility for entering the correct account number and other details will be that of the Customer. The Bank shall not be responsible for the entering of incorrect account number on the part of the CARD HOLDER, but in the event of the CARD HOLDER requesting a reversal and admitting to entering the incorrect account number the Bank may at its discretion and as per its policies and procedures, reverse the transfer. However, notwithstanding the above, it is clarified that the Bank shall only make the reversal if it is first able to recover the amount from the beneficiary and the receiving Bank.
40. Receiving Banks may credit received funds to the beneficiary's Account at different times and the Bank shall not be responsible as to when the transferred funds will actually be credited to the beneficiary.
41. The Bank shall not be responsible in any circumstances if any receiving Bank fails for any reason to pay the beneficiary.
42. The CARD HOLDER shall pay all service charges, transaction fees and / or any other charges related to the Funds Transfer, which may be imposed by the Bank or by the beneficiary's Bank.

Utility Bill Payment Service through Alternate Channels:

43. The CARD HOLDER hereby authorizes the Bank to accept instructions given to the Bank by him/her through the ATM or any ALTERNATE CHANNEL to debit the CARD HOLDER's Account to pay the DESIGNATED UTILITY PROVIDER.
44. When the CARD HOLDER uses the CARD on the Bank's ATM or any ALTERNATE CHANNEL or gives instructions through ALTERNATE CHANNEL for paying Utility Bills then partial payment of the amount may not be allowed.
45. The CARD HOLDER accepts that the Utility Bill Payment Service may not be available at certain times in the month and the CARD HOLDER agrees that in such circumstances, the CARD HOLDER shall make the payment to the DESIGNATED UTILITY PROVIDER directly and that the CARD HOLDER shall not hold the Bank liable for non-provision of the Utility Bill Payment Service.
46. The CARD HOLDER accepts that payments being made using this Utility Bill Payment Service may take up to five (5) working days from receipt of the instruction vide the ATM or any ALTERNATE CHANNEL, and that the Bank shall not be liable for any disconnection effected by the DESIGNATED UTILITY PROVIDER in the interim period.
47. The CARD HOLDER agrees that the Bank retains the absolute discretion not to carry out such instructions for whatever reason and that the CARD HOLDER shall not hold the Bank liable in any way whatsoever for failing to carry out such instructions. The CARD HOLDER accepts and agrees that the Bank provides this Utility Bill Payment Service at the CARD HOLDER's own risk and that the Bank shall not be held liable in any way whatsoever for non provision of the Utility Bill Payment Service or failure to carry out the instructions in whole or in part. The CARD HOLDER agrees that the Bank shall not be responsible for any delay in the execution or non-executions of instructions that are in the Bank's opinion unclear or Invalid or that the Bank deems non-executionary.
48. The CARD HOLDER agrees that the Bank is under no obligation to provide a remittance advice or receipt to the CARD HOLDER, representing the payment of the bill(s) and that only an approval number will be given near the end of a successful payment through the Utility Bill Payment Service as confirmation of receipt of instructions.
49. The CARD HOLDER hereby accepts and agrees that the Bank shall not be held liable for any failure or delay or error on the part of the DESIGNATED UTILITY PROVIDER to record and effect any payment that the CARD HOLDER instructs the Bank to make using this Utility Bill Payment Service.
50. The CARD HOLDER agrees that the Bank's records of the transaction processed through this Utility Bill Payment Service will be final and binding and that the CARD HOLDER shall not later deny the validity of the transactions made using this Utility Bill Payment Service.

SMS Banking Alert Facility:

51. The CARD HOLDER hereby subscribes to the SMS Alert facility of the Bank whereby the CARD HOLDER shall receive Short Messaging Service ("SMS") alerts on the CARD HOLDER's Mobile Phone Number in the form of customized messages. The CARD HOLDER shall not be able to undertake any transaction through the SMS Alert facility. The SMS alerts shall only be sent to the mobile phone number which has been specifically provided by the CARD HOLDER for the purposes of this clause.
52. Such SMS alerts will be available to the CARD HOLDER only if the CARD HOLDER is within the cellular service range of the

particular cellular service provider of the CARD HOLDER.

- 53. If the CARD HOLDER suspects that there is an error in the information contained in the SMS alert sent to him, he / she shall inform the same to the Bank as soon as possible and the Bank shall endeavor to correct the error wherever possible on a best effort basis.
- 54. The CARD HOLDER agrees that the SMS Banking Alert facility provided to the CARD HOLDER is an additional facility for his / her convenience and is susceptible to delay, error, omission and / or inaccuracy. The CARD HOLDER shall not hold the Bank liable for any loss, damages etc. that may be incurred / suffered by the CARD HOLDER on account of the SMS Banking Alert facility.
- 55. The Bank shall not be liable for any unauthorized use / access to the information and or SMS alert sent by the Bank to the Mobile Phone Number of the CARD HOLDER or for fraudulent duplicate or erroneous use / misuse of such information by any third person.
- 56. Notwithstanding the above, it is clarified that even though the CARD HOLDER has hereby subscribed to the SMS Banking Alert facility, the Bank is under no obligation to send SMS alerts to the CARD HOLDERS. Furthermore, the Bank reserves the right to send the SMS alerts to only those CARD HOLDERS who are availing the services of a specific cellular service provider.
- 57. The Customer hereby authorizes the Bank to send promotional messages including the products of the Bank, greetings or any other messages the Bank may choose to send from time to time. The Customer agrees, unconditionally and irrevocably, that such messages / calls made by the Bank or its agents will not be considered as a breach of privacy.
- 58. The Customer acknowledges and accepts that the Services being provided are dependent on the infrastructure, connectivity and services being provided by the Telcos within and outside the country and that the timeliness and accuracy of t(le information sent by the Bank will depend on factors affecting the Network within and outside the country. The Bank shall not under any circumstances whatsoever, be liable for non-delivery or delayed delivery of information nor for error, loss or distortion in transmission of information to the Customer.
- 59. The Bank will not be held responsible for any failure or delay on the part of the Telco to reload prepaid airtime of the Customer nor will the Bank be concerned with or held responsible for the suspension or permanent / temporary blocking of airtime allocated to Customers utilizing post paid airtime from the Telco. Customer complaints against the Telco will be addressed directly by and between the Customer and the respective Telco.
- 60. The services being provided by the Bank in relation to mobile phone banking facility may be temporarily suspended at anytime for the purpose of carrying out repair and maintenance work in respect thereof, such suspension may also be carried out with respect of any security procedure required to be followed by the bank
- 61. The customer acknowledges that the services of the Bank will be implemented in different phases and that the Bank may decide to add certain facilities in addition to the Services already provided. Conversely, the Bank may in its absolute discretion decide to cancel or remove any part of or the entire services being provided to the customer at any time without prior notice in respect thereof.
- 62. The Services being offered by the Bank shall be subject to charges as provided in the Schedule of Charges (SOC) of the Bank, which may be revised from time to time and communicated through revised/latest SOC. Further, the Customer shall be liable for payment of aforementioned services and/or such airtime or other charges which may be levied by the Telco or the Bank in connection with receiving the Alerts. In the event that the Customer is required to make any payment in connection with the use of the Services, the Bank shall have the right to debit the Customer's Account(s) with the Bank. However, in case neither the customer pays the charges nor sufficient balance available in his/her account, the Bank reserves the right to suspend the Services without any prior notice.

Indemnity and Liability:

- 63. I / We shall not hold the Bank liable and responsible and shall not claim against it anything in any manner whatsoever, if any of my / our instructions are not complied with or any delay takes place in complying with these instructions for reasons which are beyond the Bank's control.
- 64. I / We irrevocably and unconditionally agree at all times hereafter to fully indemnify the Bank and its respective officers, directors, employees and representatives, agents and contractors from and against all sorts of losses, damages, costs, charges, expenses of whatsoever nature if any suffered, sustained and incurred whether directly or indirectly by the Bank, its successors in interest, administrators, and assigns and howsoever arising out of or in connection with suits, claims, actions, demands, liabilities, proceedings of whatsoever nature made or brought or filed against the Bank by whomsoever in connection with these terms arising out on account of the Bank opening the Account and providing such banking services as requested by me / us or in connection with the Bank acting upon my / our instructions.

Disclosure:

- 65. I / We understand and agree that the Bank shall endeavor to preserve the secrecy of my / our Account. Nevertheless, the Bank is authorized to make such disclosure in respect of my / our Account(s) or me / us as may be required by any court order or competent authority or agency under the provisions of applicable law and / or otherwise be required to protect the interest of the Bank or for verification of Bank statement.

Name of Applicant: _____

Applicant's Signature