

The following terms and conditions govern the customer's relationship with Soneri Bank Limited and conduct of accounts, which the depositor has opened with Soneri Bank Limited in its Islamic Banking Branch.

Definitions

“**Account**” means the account maintained by the depositor with the Bank and opened pursuant to the Account Opening Form.

“**Account Opening Form**” means the account opening form of Soneri Bank Limited attached herewith.

“**Bank**” means Soneri Bank Limited or its successors or assigns.

“**Mudaraba**” means a type of partnership in which one partner (Rabul-maal) provides the capital while the other partner (Mudarib) provides the expertise and management of business.

“**Rabul-maal**” refers to the Fund provider in a Mudaraba contract.

“**Weightages**” means the weight given to each category of account for the purpose of profit distribution.

“**Bank's Investment**” means the investment of Bank. The Bank may at its option also participate in the Business as an investor. The Bank's share as an investor will be in proportion to the Bank's equity invested in any pool before distribution of profit or loss i.e. the Bank may commingle its funds or the funds of other depositors including the current deposits within the Mudaraba pool as and when required.

“**Islamic Banking Division**” means the Islamic banking division of the Bank.

“**The depositor(s)**” refers to the person(s) who has/have opened an account with the Bank.

“**Over Due Account**” means the account in which the overdue amount of Term Deposit would be kept until it is withdrawn by the depositor. “**Islamic Saving Certificate**” means term deposit certificate.

“**Islamic Saving Certificate Account Holder**” means the term deposit account holder.

1. OPENING OF ACCOUNTS

- a. Requests for account opening must be made on the Account Opening Form along with all the required documents.
- b. The Bank reserves itself the right to decline any request for opening of account, without assigning any reason.
- c. I/We hereby confirm having read and understood each of the terms and conditions and indemnify the Bank, its employees and executives against any loss (excluding opportunity loss), claim, damages (excluding liquidated damages), or liabilities of whatsoever nature that may arise at any stage in the event of determination of false/incorrect information provided by me/us or in case of receipt of negative verification. In such an event, the Bank may close my/our account and refund my/our Initial Deposit accordingly.

2. CHEQUE BOOKS

The customer undertakes to keep his cheque books issued by the Bank safely and securely at all times. The customer shall exercise due care and prudence in order to ensure that all cheques or cheque books issued by the Bank are kept secured. The Bank shall not be liable for any loss or liability that may occur in connection with the customer's failure to exercise proper care. In the event that any cheques or cheques book is lost or misplaced the customer shall immediately notify the Bank and request for stop-payment to his/her branch or through call center. Bank shall not be held responsible or liable for the payment of such cheques due to non-reporting or delayed reporting. Failure to notify the Bank will automatically discharge the Bank from all responsibilities.

3. DEPOSITS

- a. All deposits (except through ATMs/CDDMs) in the Account should be accompanied by a pay-in-slip showing the title and the number of the Account to be credited. The entry will be verified by the signature of an official of the Bank under the Bank stamp on the counterfoil of the pay-in-slip. The depositor should satisfy from the pay-in-slip counterfoil, that the transaction is verified.
- b. The Bank may accept, for collection, only cheques and other permissible instruments payable to the depositor at the depositor's risk, the Bank may refuse to accept for collection cheques not drawn and crossed especially for credit to the order of the depositor.
- c. The instruments should be crossed before they are deposited for the credit of the Account. All cheques payable to the order, should be endorsed by the payee. Uncleared items, though credited in the Account shall not be drawn against. Even if such items are credited and/or allowed to be drawn against, the Bank shall have a right to debit the depositor's account, if they are not realised/returned unpaid.
- d. The depositor will indemnify the Bank as collecting Bankers, for any loss (excluding opportunity loss), which the Bank may incur by reason of its guaranteeing any endorsements, discharge or discharges, on any cheque, bill, note, draft dividend warrant or any other instrument deposited by the depositor for collection and every such guarantee given by the Bank shall be deemed to have been given at the depositor's express request in every case.
- e. The depositor assumes full responsibility for the genuineness, correctness and validity of all endorsements appearing on all cheques, orders, bills, notes, negotiable instruments and receipts or other documents deposited in his/her account.
- f. In case of delay or loss in collection of cheques, the Bank will follow up with the concerned for swift resolution.
- g. I/We accept that there are risks associated with the Accounts denominated in foreign currency. Accordingly, I/we accept that withdrawals from and credit to Accounts denominated in foreign currency shall be subject to availability of foreign currency notes at the time of withdrawal and subject to prevailing State Bank of Pakistan and Government of Pakistan rules and regulations. I/We also agree that the Bank may decline acceptance of foreign currency notes for credit to the Accounts at its discretion.
- h. I/We will be liable for any facilities arising in connection with any of the Accounts and I/we hereby authorise the Bank to debit any of the Accounts with all or any profit, commission and other banking charges, costs and expenses (including any legal costs) incurred in connection therewith, at such rates fixed or floating as may be determined by the Bank and agreed with the customers from time to time in accordance with the prevailing rules and regulations. I/We will also pay to the Bank any such amounts, in the manner and at such times, as may be required by the Bank in its absolute discretion.
- i. As regards any and all amounts credited to the Accounts during the period when any banking facilities in connection therewith are being provided by the Bank to the Customer, such amounts shall be at the absolute and unfettered discretion of the Bank be firstly applied by the Bank to reduce any profit payable on any banking facilities until the profit is paid in full and then shall any such amounts so credited be applied to reduce the principal amount of any such banking facilities.
- j. I/We authorise the Bank to make investment of credit balances in Mudaraba based accounts in any manner at its sole discretion and to make use of funds to the best of its judgment under Murabaha.
- k. The rate of any profit payable, weightages, percentage of Mudarib share assigned to Mudaraba based Accounts should be displayed by the Bank at its branches as well as on website and I/we accept that this rate may be subject to change without notice to me/us. However, weightages related to special Mudaraba pools may be communicated to the customers via relevant branch/relationship staff.
 - i. Additional Conditions for Basic Banking Account:
 - i. I/We fully understand that maximum two deposit transactions and two chequing withdrawals are allowed, free of charge, through cash/clearing per month. Additional withdrawals from the account in a month through Cheques shall be subject to service charges as per the Bank's Schedule of Charges in force. ii. To comply with SBP BPD Circular No. 30 of 29th November 2005, BBA accounts having ZERO balance for consecutive six months shall be marked closed by the Bank without any intimation.

4. WITHDRAWALS FROM CHEQUEING ACCOUNTS

The customer may perform withdrawal transactions through Bank's official Internet Banking and Mobile Banking Application, or through cheques or Debit Cards supplied by the Bank upon specific request of the Customer. Cheques and other payment instructions must be signed as per specimen signatures supplied to the Bank and any alterations, erasures or cancellations in the instrument must be authenticated by the drawer's full signature. The withdrawals are

subject to the availability of sufficient funds in the customer account. In case of bouncing of cheque(s) multiple times, whether on various grounds or otherwise, the Bank may at its discretion close any Account (s) with immediate effect by sending an intimation letter to the customer. Any funds lying in such accounts shall be paid to the Customer on their last known mailing address.

5. JOINT ACCOUNTS

- a. If the account is opened in the name of two or more persons, the balance to the credit thereof at any time shall belong to the customers jointly. Such persons shall be jointly and severally liable for all liabilities incurred on the Account and the Services obtained by the customers from the Bank.
- b. In case a Joint Account is operated with single signing authority and the Bank receives contradictory instructions from another signatory, the Bank would thereafter act only on the mandate of all signatories to the Account. However, if instruction of one signatory had already been implemented/ applied, the Bank will not be responsible for any counter/contradictory instructions.
- c. In case of any dispute between joint Account Holders or upon receiving conflicting instructions from any joint Account Holders, the Bank upon receiving any such intimation/conflicting instructions, shall be entitled to stop all transactions in the joint account(s) entirely at the risk and responsibility of the Account Holders.
- d. Accounts with "Either or Survivor" operating instructions can be operated by an authorised signatory without the need of joint signatures/ approval of all account holders. Herein, Account operations include execution of transactions(s) of whatsoever nature and /or obtaining Account related services such as Term Deposits, Locker, Debit card etc. Such transaction(s) and/or services will be binding on all Account holders. However, in order to close such account, signature of all Account holders would be required.

6. SONERI JARI ACCOUNT

- a. The relationship between the Bank and the Customers holding the Current accounts shall be based on the Islamic principle of Qard classified under the Current non-remunerative Account and no profit or loss shall be paid on the balances in the said accounts.
- b. There shall be no restriction on number of withdrawals or the amount withdrawn from credit balance of Current Account.

7. SONERI RAHAT ACCOUNT

- a. Soneri Rahat is a business account based on the principles of Mudaraba.
- b. Soneri Rahat Account is a special nature Current remunerative account offering a nominal profit rate and also benefits from offering free services.

8. SONERI BACHAT ACCOUNT, SONERI MUDARABA BASED ACCOUNTS AND SONERI MUNAFA ACCOUNT (SAVINGS ACCOUNT)

- a. The amount deposited in Savings shall be under the Mudaraba/Musharaka arrangements. Weightages shall be announced on periodical intervals for each product (Soneri Bachat, Asaan and Munafa Account) and posted on the notice boards of the Islamic banking branches and website of the Bank. Profit will be calculated on the equitable profit distribution mechanism on the basis of weightages for different tiers and products. The Mudarib/Bank shall earn a percentage of the distributable profit as its share according to the profit sharing ratio that shall be disclosed on notice boards of the Islamic banking branches and the website of the Bank and remaining portion of the profit shall be distributed amongst the deposit holders as per weightages announced. The Bank shall also receive its share of the profit on the Bank's investment if any investment is made by the Bank. The distribution of profit will be on monthly/quarterly basis and profit will be calculated on a daily product basis. The profit distributed between the Bank as Mudarib and Rabul-maal shall be net of expenses. In case of Savings account, unless otherwise indicated by the Bank, profit would be applied on monthly basis. All accounts are finalised at the end of the month by the Bank for calculation of profit or loss. In an event of loss on either the capital or revenue account in respect of the business, all investors of the investment pools shall share in such loss on pro rata basis proportionately as per their investments. However, if loss has been incurred by the business and was caused by the gross negligence or wilful default of the Bank, the customers will not be liable to share in such loss.
- b. In case of loss in respect of any transaction under Islamic mode of financing, the depositor's as well as the Bank's investment in Islamic Banking Division shall have to bear the loss in the ratio of investment. The Mudarib/Bank shall not bear any financial loss except its share.
- c. The profit/loss earned/incurred on Savings Account will be credited/debited as announced by the Bank on the basis of its networking results on the basis of amount, tenor, profit payment options and profit equalisation mechanism as per the terms announced by the Bank from time to time.
- d. In the event that the Bank determines that no profit is payable to the depositor under Savings, it shall announce the same by posting it on the notice boards of the Islamic banking branches and website of the Bank. In the event that the Bank suffers a loss the Bank shall, if so requested by the depositor in writing within 8 weeks of its announcement of such loss, provide an explanation, of such loss to the depositor by posting it on the notice boards of the Islamic banking branches and website of the Bank.
- e. The depositor shall share his/her/it's part of the loss, which shall be recovered from subsequent payments of profit, and/or from the principal, if the profit payment amount is insufficient to cover the incurred loss.

9. CHARGES

The Account will be subject to applicable charges as per the Bank's Schedule of Charges as revised from time to time. The Bank shall always be entitled, without notice to the depositor to recover from and debit the accounts for any charges, dues, liabilities, expenses, fees, commissions, withholding taxes, Zakat, stamp duty, other duties, levies of government repayments or authorities and any other impositions in respect of the accounts, balances in the accounts, and deposit and withdrawal from the accounts or any other banking transactions from the accounts or service provided by the Bank in respect of the features of the Account. The Bank is authorised to reverse credit entries made in error and in case of withdrawal of such credit amount by the depositor the same shall be returned to the Bank forthwith by the depositor. The Bank is also entitled to reverse debit entries made in error in relation to the Accounts. Any deductions made by the Bank including, but not limited to government duties/taxes paid/deducted are not refundable under any circumstances and even upon closure of any or all of the Account(s).

10. STATEMENTS OF ACCOUNTS

- a. The statement of account in respect of the accounts will be provided and sent to the depositor by mail at such frequency as stipulated by the State Bank of Pakistan from time to time. Charges may be levied as per the Schedule of Charges for issuance of such statements as per the rules set by the State Bank of Pakistan. The contents of the statement of account will be treated as correct and conclusive for all purposes and all discrepancies or objections, if any therein, shall be deemed to be waived unless notified in writing to the Bank within 45 days from the date of dispatch of the relevant statement. No statement of account will be sent or provided for a term deposit, for which only a deposit confirmation receipt will be issued.
- b. In case of any error in the recording of credit and debit entries in the statement of account, the Bank shall be entitled to unilaterally adjust the entries without notice to the depositor and to recover any amounts wrongly or inadvertently paid or credited from the depositor's account as an amount due from the depositor to the Bank, whether jointly or severally. The Bank shall not be liable in any manner whatsoever to anyone for any loss or damage caused due to such errors.
- c. The Bank shall not be liable for any direct or indirect loss or damage caused as a result of the failure of the Account Holder to send intimation in writing of a change in address. No responsibility whatsoever, shall be accepted by the Bank for delay, non-delivery of Statements of Account, letters, advices etc.

11. STOP PAYMENT, STALE AND POST-DATED CHEQUES

- a. I/We understand that the Bank may, in its absolute discretion, accept from me/us any stop payment instructions (either through Call Centre or in writing) in cases where I/we have lost the relevant cheque or in other circumstances in which it is allowed by the law and agreed by the Bank. Should the Bank accept any such instructions from me/us or from a person purporting to be authorised by me/us, I/We hereby undertake to indemnify the Bank against any loss (excluding opportunity loss), damages (excluding liquidated damages), costs (including any legal costs) or demands incurred by the Bank as a result of or in connection therewith. The Bank will not be liable of any loss due to payment of any lost or stolen cheques unless the Bank had been notified of such loss or theft before or at the time of payment.
- b. Post-dated cheques (cheques bearing a subsequent date) and stale cheques (i.e. bearing a date six months or over to the date of presentation) will not be paid.

12. INDEMNITY

All deposits and payments are governed by and subject to the laws in effect from time to time in Pakistan. The Bank shall not be responsible for any loss or damage to funds deposited by the depositor due to any government order, law, levy, tax, embargo, moratorium, exchange restriction or any other cause beyond the Bank's control. Personal accounts shall not be allowed to be used for charity purpose/collection of donations. I/We also undertake not to initiate any proceedings against the Bank or its officer in case any amounts are withheld from my/our account and remitted to the local or foreign regulators.

13. ACCOUNT CLASSIFICATION AS 'DORMANT'

Dormant Account or Inoperative Account means an account in which no customer-initiated transaction (Debit / Credit) or activity (e.g. login through digital channels) has taken place during the preceding one year. Debit / Credit of Bank's system generated transactions of money in the Dormant Account(s) shall not reactivate the Dormant Account. Similarly, credits received in Account on account of inward remittances, clearing, Cash deposits or other such transactions shall not reactivate the Dormant account. Withdrawals from the Dormant account shall be subject to the approval of the relevant Branch Manager / Branch Operations Manager or in accordance with the Bank's prevailing policies on the subject. Dormant account of a Customer shall be reactivated by the Bank upon receiving Customer's specific request (all Customers in case of Joint Operating instructions) from registered channels and also fulfilling other formalities as required by the Bank for reactivation of Customer's Dormant Account. In case an Account remains inoperative for fifteen (15) years, the funds lying in the Dormant Account shall be surrendered to the SBP in compliance of prevailing rules and regulations & customer account shall be closed after the conclusion of the activity.

14. ONLINE BANKING

I/We agree to be bound by the terms and conditions set out below and agree that the Online Banking Services will be governed and are subject to these terms and conditions:

- a. The services shall be available at all branches of Soneri Bank.
- b. The services opened shall be restricted to the financial transactions only such cash withdrawal/deposit, clearing/cheque collection, remittances.
- c. The Bank reserves the right to refuse payments of such cheques drawn on the account which are drawn against uncleared effects.
- d. The Bank reserves the right to levy any charges on services offered, referred to in (ii) above, which shall become applicable only if and when included in the Bank's Schedule of Charges.
- e. The services shall be available only during the counter hours.
- f. I/We also agree and confirm that the Bank shall always have the right to revise, amend, vary or modify these terms and conditions. Such terms and conditions will be communicated via the website/branch/or any other official means of communication. I/We hereby agree that the Bank shall not in any way be liable to me/us for any claim howsoever arising out of provision of online service. In all matters relating to interpretation of these terms and conditions, the Bank's decision shall be final and I/we hereby agree to accept such decision as final and binding on me/us.

15. SONERI SMS ALERTS

- a. The Customer assumes full responsibility for the security and confidentiality of his/her mobile phone.
- b. The Facility may be extended by the Bank to any other products and/or services being offered by the Bank or otherwise at the sole discretion of the Bank from time to time.
- c. The Bank also reserves the right to make any additions or deletions in the services offered through the Facility at any time.
- d. The Customer shall inform the Bank immediately upon surrendering/discontinuing use of the MOBILE SERVICE PROVIDER'S mobile connection.
- e. 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.
- f. Processing of the registration form and activation service shall require a minimum of 5 days from the date of submission of the duly filled registration form.
- g. The Customer is solely responsible for intimating to the Bank in writing for any change in their existing contact details and by calling the call center/ helpline for network portability update and in the absence of the same the Bank will not be liable for sending alerts or other information to the Customer's mobile phone number in any way, whatsoever.
- h. The Customer acknowledges that the Facility is dependent on the telecommunication infrastructure, connectivity and services within Pakistan. The Customer accepts that timeliness of alerts sent by the Bank will depend on factors affecting the telecommunication industry. Neither the Bank shall be liable for non-delivery or delayed delivery of alerts, and error, loss or distortion/wrongful transmission of alerts to the Customer.
- i. The Customer accepts that each alert may contain certain financial and/ or non-financial information relating to the Customer. The Customer authorizes the Bank to send alerts and related information, though not specifically requested, if the Bank deems that the same is relevant.
- j. 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 unauthorised use of his/her mobile phone or SIM card.
- k. 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 mobile phones regarding its products, services or any related matter, without the express consent of the Customer.
- l. The Bank may, at its 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 maintenance work or repairs are required to be carried out, in case of any emergency or for security reasons which require the temporary suspension of the Facility.
- m. The Customer or the Bank may, for any reason whatsoever, terminate this agreement at any time upon 1 week's prior written notice.
- n. The Customer shall pay the Bank fees and charges for use of the service. In this connection, the Bank is hereby authorised by the Customer to debit any of the Customer's account(s) with the Bank.
- o. The Customer shall be liable for payment of airtime or other charges, which may be levied by the MOBILE SERVICE PROVIDER in connection with the receiving of alerts, which may be levied by the MOBILE SERVICE PROVIDER as per the Terms and Conditions of the MOBILE SERVICE PROVIDER, and the Bank is in no way concerned with the same.
- p. The Bank shall not be concerned with, and will not be held liable for, any dispute that may arise between the Customer and the MOBILE SERVICE PROVIDER and makes no representation or gives no warranty with respect to the quality of the service provided by the MOBILE SERVICE PROVIDER, or timely delivery of the contents of each alert.
- q. The Bank shall not be held liable for any disruption or failure of providing mobile telecommunication services by the MOBILE SERVICE PROVIDER. The Customer agrees that any complaint in connection with the failure of mobile telecommunication services shall be referred to and addressed by the MOBILE SERVICE PROVIDER.
- r. The Customer shall indemnify and keep the Bank and its service provider(s) free from all liabilities, losses (excluding opportunity losses), claims and damages (excluding liquidated damages) arising from gross negligence, fraud, collusion or violation of the terms of this agreement on the part of the Customer and/or a third party. In addition, the Bank shall not be liable for any expense, claim, loss or damage arising out of or in connection with this agreement, including but not limited to war, rebellion, typhoon, and earthquake or electrical/computer/mechanical failures.
- s. 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 Terms and Conditions.
- t. The Customers with ported numbers further accept that their numbers may be prone to delay and/or errors. Neither the Bank nor its service providers shall be liable for spoofing, errors or delays in transactions, non-delivery of alerts, error, loss, distortion in transmission of and wrongful transmission of alerts to the Customer.

16. E-STATEMENT

In consideration of your agreeing to send my/our account statements as per the frequency requested by me/us on my/our email address, and at your discretion subsequent cancellation of the existing arrangement for all statements sent through courier service, I/we hereby unconditionally agree that all statements sent electronically by you to my/our email address for my/our above-mentioned account(s) shall be accepted and upheld by me/us as correct. I/We hereby expressly waive our legal rights against you on this account and fully accept the risk and responsibility of statements electronically transmitted by you to my/our above-mentioned email address. The Bank does not warrant against any external factors affecting the privacy and/or security of emails during internet transmission. I/We hereby further agree to keep you indemnified against all actions, proceedings, liabilities and claims, cases, damages (excluding liquidated damages), cost (opportunity cost) and expenses in relation to or arising out of your so accepting my/our request and transmitting statements through email. I/We hereby agree to pay all fees and charges, which the Bank may impose from time to time in connection with the E-Statement Service in the manner stipulated by the Bank. The Bank may add to, discontinue, or vary any of the services from time to time. The Bank shall not be liable or responsible for data corruption, delay, interception and unauthorised amendment of the information so given and the Bank reserves its right to update and vary such information from time to time and at any time. This agreement is in addition to and not in substitution for any other agreements, mandates, terms and conditions relating to the Customer's account(s) with the Bank.

17. DEBIT CARD

The following terms and conditions constitute a formal agreement between the Bank and the Cardholder setting out the requisites under which the Card has been issued to the Cardholder. The Cardholder shall be bound by these Terms and Conditions by accepting and using the Soneri Debit Card.

“**Card**” means the Soneri Debit Standard, Gold and Gold Premier Mastercard or Soneri PayPak Debit Card.

“**Cardholder**” means the person to whom the Card has been issued having authority alone to operate the Card in accordance with the Account's mandate in respect thereof.

“**PIN**” means the Personal Identification Number which the Cardholder uses from time to time with the Card.

“**TPIN**” means the Telephone Personal Identification Number which the Cardholder uses from time to time with the Card.

“**Transaction**” means any cash withdrawal or payment made using the Card, or any refund arising in connection with the use of the Card in any authorised manner for debit or credit to the Account.

“**Mastercard**” means Mastercard Worldwide Financial Services Corporation.

“**PayPak**” means Domestic Payment Scheme.

- a. Every Account Holder who is eligible to apply for the Card must be eighteen (18) years old or above as of the date of the application for the issuance of the card and has the legal capacity to enter into binding contracts.
- b. Usage of the Card is subject to the terms, policies and procedures that the Bank may adopt or modify from time to time with prior notice to the Cardholder (whether general, specific or by publication in the Bank's Schedule of Charges).
- c. If the application for a Card is jointly signed by persons maintaining joint account on either or survivor basis, the said person shall be jointly and severally bound by these terms and conditions.
- d. The Card shall be issued to individuals who maintain Current/Savings/Basic Banking Account in PAK Rupee on Individual/Sole proprietorship/Joint- Either or Survivor Basis with the “Bank” in Pakistan, with a minimum balance amount maintained as per Bank policy.
- e. An amount of at least equal to the Card issuance charges as per SOC/minimum balance as per Bank policy (whichever is higher) is to be maintained by the Account Holder in his/her Account at the time of Soneri Debit Card Issuance.
- f. The Cardholder shall pay to the Bank all fees and charges that the Bank may impose from time to time in connection with the Card services.
- g. The Bank shall debit the Cardholder's account with any withdrawals/transfer payments, Annual Fee, Chip Maintenance Fee, Card Replacement Fee, Excess Limit and all such payments as affected by the use of the Card along with related Bank charges including taxes levied by the Federal or Provincial Government and all such entries in the account shall be conclusive and binding upon the Cardholder.
- h. The Card is to be immediately returned for cancellation if the Cardholder's designated account(s) be closed.
- i. Once the Card is activated by the Cardholder, it can be utilised at the Bank's various ADC channels for online transactions within Pakistan only. However, in order to activate international/cross border transactions on Soneri Mastercard (only), the cardholder may activate international transactions on his /her debit card via Soneri Digital Banking or by calling 24/7 Soneri helpline at 111-SONERI.
- j. In order to secure customer's interest, Internet and Mobile Banking channels will require separate activation.
- k. All non-US Dollar Charge (excluding PAK Rupee Charges) incurred or arising out of the Soneri Debit Mastercard transactions shall be converted to US Dollar at the rate of exchange applicable for such purpose in accordance with the applicable rules or business practice of the Mastercard. The Cardholder waives any and all rights to dispute or question or challenge any rate of exchange applied.
- l. The Card shall not be used to overdraw the account or to obtain credit of any description or nature and shall not under any circumstances be alienated, transferred, pledged against encumbrance of any nature. The Bank shall not be responsible for any loss or damage (excluding opportunity loss and liquidated damages) arising directly or indirectly from/due to the insufficiency of funds in the Cardholder's Account.
- m. The Card shall remain the property of the Bank at all times and the Bank may at its sole discretion, and without assigning any reason, cancel/block the Card and through notice, demand its return, and the Cardholder shall return the Card to the Bank within the time stipulated by the Bank in the notice. The Bank shall not be liable for any loss suffered by the Cardholder as a result thereof. The Card may not be used by any person other than the Cardholder.
- n. The Cardholder undertakes not to divulge his/her PIN accidentally or otherwise, to any other person. The Cardholder shall indemnify and keep the Bank indemnified and harmless from/and against all losses, damages and costs (excluding opportunity loss and liquidated damages) that may occur as result of the PIN divulgence. The Cardholder shall not pass the Card to any other person and undertakes that he/she shall take every possible care to prevent the Card from being lost, mislaid or stolen and shall be liable for all losses and consequences resulting therefrom. The Cardholder shall notify the Bank immediately if the Card is lost, mislaid or stolen and if the PIN is unwillingly divulged to a third party.
- o. The Bank is authorised to act on any telephone instructions that the Bank believes have been given by the Cardholder where the person giving such instructions enters his/her PIN/TPIN number assigned to the Cardholder by the Bank via secured IVR channel.
- p. The Cardholder shall at all times remain liable for all the transactions made by the use of the Card. The Bank's record of transaction processed by the Card shall be conclusive and binding evidence for all purposes.
- q. In case of any disputed transaction(s), Cardholder must report the matter in writing within 45 days of the relative Statement of Account(s) date to its relevant branch or customer services/call center. In case the claim proves to be faked after investigation, Cardholder will be charged a fee decided by the Bank.
- r. To accept the Bank's record of withdrawals through ATM/cheque free Banking payment to merchant outlets, transfers and deposits as conclusive and binding for all purposes. Any transaction information appearing on the print-out issued by the ATMs and POS Terminals at Merchant outlets/branches to the Cardholder shall not constitute a receipt or acknowledgement by the Bank or evidence of correctness of the transaction, but merely a memo based on the Cardholder's instructions.
- s. In the event of the Cardholder disputing any transaction through the Card, the Bank will not be liable to disclose its internal records to the Cardholder and a certificate of correctness of the transaction by the Bank shall be accepted as conclusive and final by the Cardholder.
- t. The Bank reserves the right to limit cash withdrawals and total purchases amount from an ATM or POS terminal during 24hrs period and to advise the Cardholder of such limits.
- u. In case a Merchant makes a refund for a Debit Card transaction, the Bank will Credit the Cardholder's Account upon receipt of cleared refund amount from the Merchant or Settlement/Acquiring Bank. The Bank will not be responsible for any delay in receiving such refunds.

- v. The Bank shall have the right to rectify any error in the entries and reverse any erroneous entries in the account due to any bonafide mistake or malfunction of the ATM/POS. The Bank's record of any transaction generated electronically or otherwise shall be conclusive evidence of such transaction.
- w. The Bank may (but shall not be obliged to) record telephone instructions and such record of any instruction shall be conclusive and binding on the Cardholder.
- x. The Bank shall be entitled to alter, amend, delete or add these terms and conditions and services provided through the Card from time to time at its discretion.
- y. The Cardholders shall not hold the Bank responsible for any inconvenience, loss, damage or embarrassment suffered due to malfunctioning or non-operation of the ATM/POS or if the Card is not honoured/accepted for any reason whatsoever.
- z. The Bank shall not be liable to the Cardholder for any loss suffered as a result of the Bank being prevented from or delayed in providing any banking or other services to the Cardholder due to strikes, industrial actions, failure of power supplies, systems or equipment or causes beyond the Bank's control.
- aa. The Bank shall not be liable in any manner due to any accidental death, injury or property damage that may be sustained by the Cardholder in using the Card at ATM rooms or locations, it being agreed that the Cardholder shall use the Card entirely at his/her own risk, cost and consequences.
- bb. Whenever the Card is used by the Cardholder for payment of any utility or other bills, the Cardholder shall remain solely liable for any penalty, cost or surcharge which may be levied by the utility or service provider for late payment, irrespective of whether the Cardholder provided adequate notice and proper details to the Bank.
- cc. If Cardholder is emigrating and/or proceeding abroad on permanent employment or intending to become a Non Resident Pakistani, he/she must surrender the Soneri Debit Mastercard at a prior time and clear the entire card outstandings, except for the specific account products approved by the SBP for Non Residents.
- dd. The Cardholder shall immediately notify the Bank of any change in any particulars stated in the Application Form for Soneri Debit Card or other information provided to Soneri Bank Limited.
- ee. The Cardholder will not surrender the "Card" to anyone other than the designated Bank Officer at Soneri Bank Limited, only if it is cut through the Magnetic Strip and Chip. ff. These terms and conditions are read in conjunction with Account Opening Form Terms and Conditions as shall be applicable to the account from time to time.
- gg. These terms and conditions are subject to rules and regulations, circulars and directives, of the SBP (as may be applicable from time to time) and will be governed by the substantive and procedural laws of Islamic Republic of Pakistan. The courts in Pakistan will have exclusive jurisdiction.
- hh. The Cardholder understands and accepts the liability if the Cardholder requests the Bank to link more than one of accounts maintained with the Bank to a Card. The Cardholder accepts and acknowledges that linking more than one account to a Card exposes all of the linked accounts to the risk of loss, theft or misuse of a Card and/or Account.

18. DIGITAL BANKING:

The use of the Bank's Digital Banking Services (as defined below) is subject to the terms and conditions set out in this document (the "Terms and Conditions"). These should be read in conjunction with the terms and conditions of any applicable Account(s) (as defined below), which may be accessed through the Digital Banking Services. When a Customer uses the Services, it is presumed that they have read and agreed to these Terms and Conditions.

The Customer hereby absolutely and irrevocably agrees to take all necessary precautions to guarantee the confidentiality of his/her User ID & password to prevent any unauthorized individuals from accessing the Internet while the Customer is using the Digital Channels/App.

The Customer must not intentionally, willingly, accidentally, or by mistake divulge to anybody their password(s), OTP or PIN for their Digital Channels/App. The Customer may use the Password Reset option available on web browser or mobile app to reset a new password if they have forgotten their digital channels or app password.

The Customer agrees and acknowledges that Soneri Bank shall in no way be held responsible or liable if the Customer incurs any loss and/or damages as a result of information being disclosed by the Customer regarding his/her Account(s)/User ID/password/OTP/PIN etc. or in carrying out the instruction of the Customer pursuant to the access of the Digital Channels/App and the Customer shall fully indemnify and hold Soneri Bank harmless in respect of the same.

The customer is accountable for taking every appropriate measure to avoid unauthorized and unlawful use of the digital channels and app as well as unauthorized access to the accounts made accessible by these channels and app.

Customer has to accept the in depth Terms & Conditions at the time of registration. In case of disagreement, kindly do not proceed for registration.

19. Electronic Fund Transfer

a. I/We authorise Soneri Bank Limited a financial institution to initiate and respond entries for my/our account through electronic fund transfers where I opt to avail digital / ADC products including Internet Banking / Mobile Banking / Mobile App/ POS / ATM card. This authority will remain in effect until I/we notify the Bank in writing or any other authenticated means to cancel it in such time as to afford the financial institution a reasonable opportunity to act on it.

b. By signing this consent, I/we will be auto enrolled for e-disclosure of all my/our electronic fund transfers transactions, over the counter transactions and other communication by the Bank and will be receiving SMS alerts and monthly periodic statement of all debit/credit transactions on provided mobile number and email address respectively.

c. PRIVACY STATEMENT

I/We understand that Soneri Bank Limited will disclose information to third parties about my/our account or the transfers I/we make:

- i. Where it is necessary for completing transfers, or
- ii. In order to verify the existence and condition of account for a third party,
- iii. In order to comply with a government agency or court order, or
- iv. For other purposes in accordance with Soneri Bank Limited's privacy

statement. d. FEES or CHARGES

There is no fee or charges to share/provide my/our consent for the EFT, although the Bank may charge transaction fees, which are executed under the ambit of EFT as specified in the Bank's SOC and disclosure form of EFT.

e. LIMITATIONS

There may be a maximum three business days period after Soneri Bank Limited processes the request to establish EFT, during which the service will be unavailable to transfer funds to or from my/our bank account. Thereafter, my/our use of the EFT service is in most cases subject to minimum and maximum transaction amount limits, which will vary based on the type of Soneri Bank Limited account, channels and payment instruments for which I/we have opted and establishing the EFT. To have further clarity on daily limits EFT disclosure form may be referred. f. BUSINESS DAYS

For purposes of sharing/providing EFT consent at the branch, business days are Monday through Friday during working hours. However, for sharing/providing EFT consent through 24/7 contact center and Internet/Mobile banking, business days are seven days of week. g. PERIODIC STATEMENT

Soneri Bank Ltd shares a monthly account statement containing details of all EFT transactions, unless there are no transactions in a particular month. In any case, statement on half-yearly basis or any other frequency if otherwise opted through e-statement registration may be provided. h. SPECIAL

DISCLOSURE FOR EFT

In general, use of the EFT for transfer of funds electronically other than those used for merchant payments or for which the primary purpose is the purchase of goods and services covered under the Electronic Funds Transfer Act, SBP Regulations of Electronic Fund Transfers and related laws and regulations. The following terms and disclosures apply to electronic fund transfers:

i. PREAUTHORISED TRANSFERS

I/We understand that preauthorised transfers made from Soneri Bank Limited Account at any specified schedule, can be find out by calling Soneri Bank Limited at 021-111-786-374 or by visiting any nearest branch, at least 3 working days prior to execution. ii.

STOP PAYMENT PROCEDURES

I/we understand that If I/we have opted for scheduled preauthorised transfers out of my/our Soneri Bank Limited account, I/we can stop any of these payments. By calling or writing to Soneri Bank Limited using the contact information listed below. Soneri Bank Limited shall be notified in time to receive the request at least three (3) business days or more before the payment is scheduled to be made. Unless otherwise provided, I/we may not stop payment of electronic funds transfers; therefore, I/we should not employ electronic access for purchases or services unless satisfied that I/we will not need to stop payment.

iii. **UNAUTHORISED TRANSFERS**

If I/we believe my/our password has been lost/stolen/misused, may have been used without my/our permission, I/we will inform Soneri Bank Limited promptly. Contacting Soneri Bank Limited at the number listed below is the best way to minimise my/our possible losses. In addition, if my/our statement shows any transfers that I/we did not transact, I/we will report immediately to Soneri Bank

Limited. i. **SONERI BANK LIMITED LIABILITY FOR FAILURE TO MAKE/EXECUTE ELECTRONIC FUND TRANSFERS**

If Soneri Bank Limited does not complete an electronic fund transfer to or from your account correctly and timely then the Bank may be liable for your losses or damages (excluding opportunity losses and liquidated damages). However, I/we understand that there are some exceptions for which Soneri Bank Limited will not be liable for instance:

- i. If, through no fault of Soneri Bank Limited's, I/we do not have enough money in my/our Soneri Bank Limited account to make the electronic fund transfer.
 - ii. If the amount in my/our Soneri Bank Limited account is subject to legal process or other claim restricting such transfer.
 - iii. If the transfer would exceed my/our margin availability, if any.
 - iv. If the Bank account information I/we have provided to Soneri Bank Limited when I/we established the EFT was incorrect or has subsequently become incorrect.
 - v. If circumstances beyond Soneri Bank Limited's control (such natural disaster, law, and order), prevent the transaction, despite reasonable precautions taken by Soneri Bank Limited.
 - vi. If there was a technical malfunction, which was known to me/us at the time, I/we attempted to initiate a transfer or, in the case of a preauthorised transfer, at the time the transfer should have occurred.
 - vii. There may be other exceptions stated in the Bank's agreements with me/us for different payment instruments and channels.
- j. **ERROR/DISPUTE RESOLUTION**

In the case of errors or disputes about my/our electronic fund transfers, I/we will call or write Soneri Bank Limited using the respective information designated for the complaint registration in the Bank. I/we will call or write Soneri Bank Limited if I/we think my/our account statement is wrong or if I/we need more information about an electronic fund transfer in the statement. I/we Shall inform Soneri Bank Limited not later than fifteen (15) days after Soneri Bank Limited sent the first statement/alert on which the problem or error appeared. I/we will:

- i. Inform Soneri Bank Limited my/our name and account number.
 - ii. Describe the error or the electronic fund transfer that I/we am/are unsure about, and explain as clearly as I/we can why I/we believe it is an error or why I/we need more information.
 - iii. Inform Soneri Bank Limited the transaction amount of the suspected error.
- k. I/we Understand that If I/we notify Soneri Bank Limited orally, the Bank may require that I/we send my/our complaint or question in writing within seven (7) business days.
- l. I/we understand that the Bank will tell me/us the results of its investigation within ten (10) business days after the Bank hears from me/us and will correct, if there is any error promptly.
- m. I/we understand that in case my/our complaint requires further investigation and the Bank needs more time, I/we will receive an interim response after ten (10) business days.
- n. This agreement, Terms, and Conditions are in addition to and not in substitution for any other agreements, mandates relating to my/our account(s) with the Bank.

20. MISCELLANEOUS/OTHERS

- a. I/we understand that the Bank may close any of the accounts by giving 15 days' notice to me/us. Any Credit Balance remaining due after expiry of 15 days will be sent by mail to me/us by a draft or bankers' cheque/pay order in full discharge of the Bank's liability in respect of the accounts. The Bank will not be responsible for any cheques drawn on my/our account if presented after such closure.
- b. The Bank may mark, freeze and suspend dealings for any or all of the accounts of the depositor, under law regulation or practice or at the instance of any court, administrative order or otherwise, without prior notice to the depositor and without incurring any risk, responsibility or liability for any breach of trust, obligation or duty on its part.
- c. Upon the closing of an account, the unused cheques shall forthwith be returned to the Bank to safeguard the interest of the depositor and the Bank.
- d. The Bank will take care to see that the credit/debit entries are correctly reflected in the Accounts, but in case of any error, the Bank shall be within its right to make the corrective adjusting entries without notice to the depositor and recover any amount due from the depositor. The Bank shall not be liable for damages, loss, etc., consequent upon such error.
- e. Any change in address shall be communicated immediately to the Bank. The post office and other agents of delivery shall be considered to be the agents of the constituents for all deliveries of letters, negotiable instruments, remittances, etc. and the depositor understands that the Bank will not assume any responsibility for any mishandling, incorrect delivery, delayed delivery, non-delivery, impairment, deterioration, damage, reduction, misappropriation, embezzlement, loss and theft, any negligence and mistake whatsoever committed by employees, authorised representatives, agents of Pakistan post, courier or any other agents of delivery in performing their services, duties, functions, responsibilities thereof and including transmission of letters, documents, negotiable instruments, remittances, etc., including any shortage of cheque leaves of cheque book sent by post at the depositor's request.
- f. The accounts, in all respects, shall be governed by the laws of Pakistan and any complaint or claim against the Bank must be lodged in Pakistan and with the concerned branch.
- g. Subject to the regulations of the State Bank of Pakistan, the Bank may prescribe minimum balance requirement for opening and/or maintaining accounts.
- h. I/we hereby irrevocably authorise the Bank to share my/our account information with any third party for any purpose and/or any outsourced activity, including but not limited to printing of my/our cheque books, or for any other reason, as the Bank may deem necessary.
- i. I/we hereby authorise the Bank to obtain information/data regarding my/our financial and personal details from any credit bureau, agent, bank, financial institution, and/or company for purpose of processing my/our application and monitoring my/our facility(ies)/account(s). Further, I/we authorise the Bank to disclose and share information/data about my/our account(s)/facility(ies) to/with any credit bureau, agent, bank, financial institution, law enforcement agencies, or company, authority, as the Bank considers appropriate, from time to time.
- j. I/we do hereby consent that SNBL may share my/our Know Your Customer (KYC) related information, with any SBP/SECP regulated entity including Central Depository Company (CDC) of Pakistan and/or National Clearing Company of Pakistan Limited (NCCPL) in adherence to the applicable laws, rules and regulations under legal obligations.
- k. The Bank shall not be liable for unavailability of funds credited to the Accounts due to restrictions on convertibility or transferability or payment of funds, requisitions, involuntary transfer, acts of war, civil strife or other causes beyond the control of the Bank. Neither the Registered Principal Office nor any branch, subsidiary or affiliate or employees of the Bank shall be liable for any consequences thereof, if due to any action of or restriction imposed by the Government of Pakistan, the State Bank of Pakistan or any other authority or entity, any branch of the Bank is unable to either make payment to the depositor i current y of the accounts or to transfer such funds in such currency. The depositor shall be solely responsible for all such risks and any associated costs and expenses howsoever arising (including without limitation those arising from any international or domestic, legal or regulatory restrictions) in respect of any such accounts. The depositor hereby irrevocably and unconditionally agrees that the Bank's determination of whether it is or is not able, given the prevailing applicable law and regulations, to make any payment from or permit any withdrawal or transfer from any accounts, shall be final and binding and shall not be questioned.

- l. The Bank shall not be responsible and liable to depositors in any manner for any diminution, depreciation, impairment, reduction, non-convertibility, non-transferability, loss and unavailability of the funds in their respective accounts due to taxes, cases, duties, seizures, confiscations, devaluations, fluctuation in exchange rates and any other act beyond the control of the Bank.
- m. The Bank may, at any time, without notice to the depositor consolidate all the accounts in which the depositor is beneficially entitled, debit the account with any amount payable by the depositor to the Bank, assert a lien, charge, on any balance standing to the credit of the accounts with regard to any indebtedness owed to the Bank whether due, undue, overdue, mature or immature. Furthermore, the depositor authorises the Bank to set off such amounts without prior notice to the depositor. Any statement showing such set off will be taken as conclusive evidence against the depositor for all the purposes.
- n. In case of death or bankruptcy, the Bank will stop operations of the account immediately, after the receipt of official notice, or as and when becoming aware

of it from any other reliable source. In the event of death of depositor, credit balances will be released against a valid succession certificate, letter of administration or probate or against bond of indemnity-cum-guarantee on completion of requisite formalities, for a certain amount at the discretion of the Bank. In case of death of any one of the signatories of a joint account, unless specific account operating mandate by the survivors was given in Account Opening Form for operation of the accounts, the Bank would allow operation or withdrawal only against succession certificate, letter of administration or probate issued by the competent authority.

- o. The depositor hereby irrevocably and unconditionally agrees and undertakes at all times hereafter of full indemnity to the Bank and keep the Bank, its directors and employees indemnified and harmless from and against all sorts of losses (excluding opportunity losses), damages (excluding liquidated damages), costs, charges, expenses of whatsoever nature if any suffered, sustained and incurred, whether directly 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 led against the Bank by whomsoever in connection with these terms or arising out of on account of the Bank's opening the account and providing such banking services as requested by the depositor or in connection with the Bank's acting upon the instructions of the depositor and the depositor further undertakes to pay the Bank unconditionally and within seven (7) days of the Bank's first written demand, any or all the amount of such claims, costs, fees, expenses, losses and damages, if any are sustained, suffered and incurred by the Bank.
- p. The depositor hereby waives its rights to any and all claims it may have against the Bank pursuant to the accounts, banking products, services availed from time to time on these terms and that may arise at any time from or in connection with the Bank's advertisements or omissions under or related to these terms and procedures, unless such claims are based on fraud or wilful misconduct of the Bank.
- q. The Bank shall not be liable to me/us for any losses, damages or delays attributable in whole or in part to the acts or omissions of any government or government agency or any other event outside the Bank's control, including without limitation, strikes, industrial actions, equipment failures or interruption of power supplies.
- r. If conflicting or unclear instructions are issued by any of the persons authorised by me/us to operate the Accounts, the Bank shall be entitled forthwith to stop the operation of the relevant Accounts until such time as the matter is resolved to the satisfaction of the Bank. I/We agree that the Bank will not be liable for failing to take any action in respect of the Accounts in the presence of conflicting or unclear instructions.
- s. Subject to applicable local and foreign laws and regulations, I/we hereby consent to the Bank and/or any of its affiliates (including without limitation branches) sharing my/our information with domestic and overseas tax authorities, where necessary to establish my/our tax liability in any jurisdiction, subject to the requirements by domestic or overseas laws and regulations, I/we understand that the Bank may withhold from my/our account(s) such amounts as may be required according to applicable laws, regulations and directives.
- t. The account holder/depositor is the beneficial owner of sums deposited in the bank account/transactions undertaken in a bank account.
- u. I/We also agree and confirm that the Bank shall always have the right to revise, amend, vary or modify these terms and conditions at any time and from time to time. Any such change will become effective within 30 days of advance notice given to me/us. Such notice may be given by displaying at the counters of the Bank, Bank's website or any other means of official communication for the period of 30 days from the date of revision.
- v. I/We hereby undertake to notify the Bank within thirty (30) calendar days, in case of any change in any information whatsoever, which I/we have provided to the Bank.
- w. I/We hereby agree that the Bank shall not in any way be liable to me/us for any claim, howsoever arising out of provision of online service. In all matters relating to interpretation of these terms and conditions. The Bank's decision shall be final and I/we hereby agree to accept such decision as final and binding on me/us. However, in case of any dispute, the matter will be referred to the State Bank of Pakistan and the decision of the State Bank of Pakistan will be final and binding in that case.
- x. I/We hereby waive any and all claims, I/we may have against the Bank, pursuant to the Account or these terms and conditions, unless such claim is based on fraud or wilful misconduct of the Bank. The Bank's interpretation of these terms and conditions shall be final and binding on me/us. However, in case of any dispute, matter will be referred to the State Bank of Pakistan and the decision of the State Bank of Pakistan will be final and binding in that case.
- y. I/We hereby undertake to submit copy of my/our renewed identity document whenever expired during the course of business relationship with the Bank. In case of non-submission of my/our renewed identity document after the date of expiry, the Bank shall block my/our account till this regulatory requirement is complied.
- z. I/We have signed the application form as a token of acceptance of the aforesaid terms and conditions and I/we have read and understood the terms and conditions prior to such signing.
- aa. The Bank may, at any time, intimate to the customer, revise and/ or change these terms and conditions. Such revisions and /or changes shall be effective from the date specified by the Bank and will be notified to me/us in advance either through SMS, mail, Email or by affixing a notice to that effect at a conspicuous place within the premises of the Bank's concerned branch(es) or Bank's website. The Customer agrees that notification in any of the said modes shall be deemed to have been duly communicated and received by the Customer. The Customer acknowledges that continuation his / her relationship with the Bank after the effective date of revisions shall be deemed his / her unconditional acceptance of the revised terms and conditions, without seeking Customer's consent on such revision; hence the Customer hereby unconditionally gives his / her consent / agreement to Bank's unilateral right of revision/ change/ amendment in Terms & Conditions in the manner.

The Account Holder should immediately advise the Bank as soon as he/she leaves the country for residence abroad. On receipt of such information, the account the account will be redesignated as a non-resident account and all deposits and withdrawals will be subject to the State Bank of Pakistan rules and regulations applicable from time to time with regard to non-resident accounts.

I/We acknowledge receipt of my/our signed copy of the Account Opening Form and Terms & Conditions.

**1st Applicant/Sole Proprietor
Signature/Thumb Impression**

**2nd Joint Applicant
Signature/Thumb Impression**

- (خ) میں/ ہم بذریعہ پندرہ ممبری ڈیپٹی چیف جسٹس کے تحت قابل اطلاق قوانین، قواعد و ضوابط کی تعمیل کیلئے میری/ ہماری اپنے صارف کو جانیں (KYC) سے متعلق معلومات کا کسی بھی SECP/ SBP ریگولیٹڈ ادارے بشمول سینٹرل ڈیپازٹری کمیٹی آف پاکستان (CDC) اور/ یا فیڈرل بکنگ کمپنی آف پاکستان اینڈ (NCCPL) کو فراہم کر سکتے ہیں۔
- (د) کنورٹیشنل انٹرنیشنل پانڈری اور ایجنسی ضوابط، غیر ضروری منتقلی، جنگ کارروائیوں، شہری تنازعات یا بینک کے کنٹرول سے باہر دیگر وجوہات کی بنا پر پانڈری کی وجہ سے اکاؤنٹ میں جمع شدہ فنڈز کی عدم فراہمی کے لئے بینک ذمہ دار نہیں ہوگا۔ نہی رجسٹرڈ پرنسپل آفس اور نہی کوئی برانچ، ماتحت یا ذیلی ادارہ اور بینک کے ملازمین حکومت پاکستان، اسٹیٹ بینک آف پاکستان یا کسی اور اتھارٹی یا ادارے کی طرف سے مانگ کر وہ کسی اقدام یا پانڈری کی وجہ سے اس کے کسی بھی نتائج کے ذمہ دار ہوں گے اگر بینک کی کوئی بھی برانچ یا ڈپازٹ کو کھانے کی کرنسی میں ادائیگی کرنے یا کرنسی میں اس طرح کے فنڈز کی منتقلی کرنے سے قاصر ہو۔ ڈپازٹس اس طرح کے تمام خطرات اور اس سے منسلک اخراجات (بشمول بغیر کسی حد، کسی بین الاقوامی یا گھریلو، قانونی یا ضابطے کی پانڈری) کے لئے پوری طرح سے ذمہ دار ہوں گے۔ ڈپازٹریہاں غیر منتقلی اور غیر مشروط طور پر اس بات پر متعلق ہے کہ بینک کے فیصلے کا اطلاق موجودہ قانون اور قواعد و ضوابط کے پیش نظر، کسی بھی کھاتے سے کسی بھی طرح کے دو ذراؤں یا کھاتے سے منتقلی یا ادائیگی کی اجازت دینے کے لئے، حتمی ہوگا اور پھر پھر گھٹنے کی جائے گی۔
- (ذ) بینک ڈپازٹ کیلئے ذمہ دار نہیں ہوگا اگر وہ اپنے کی قدر میں کی کوئی خرابی، کمی، غیر منتقلی، کمی اور غیر دستیابی متعلقہ کھاتے کے فنڈز میں کمی کی وجہ سے سیکسز، کمپوز، برائٹنس، پریٹنٹی، قبضہ، بہاؤ، یا کچھ ریٹ میں تاخیر چھوڑا ہو جو کہ بینک کے کنٹرول سے باہر ہو۔
- (ژ) بینک، کسی بھی وقت، ڈپازٹ کو بغیر کسی اطلاع کے وہ تمام اکاؤنٹ کھاتا کر سکتا ہے جس کا ڈپازٹ منسٹری ہے، کھاتے سے بینک کو واجب الادا، غیر ادا شدہ منجور، انجیورڈ، یا دیگر رقم ذمہ داری کر سکتا ہے جو کہ کسی بھی رقم کے عوض کسی بھی ادائیگی پر اصرار، چارج کے سلسلے میں ہو۔ مزید یہ کہ ڈپازٹریہاں بینک کی اجازت دیتا ہے کہ وہ منتقلی اطلاع کے بغیر ایسی رقم سب آف کر لے۔ اس طرح کی پیش کش کو بلا کر نہ لے لے گا۔ والا کوئی بھی بیان تمام مقاصد کے لئے ڈپازٹ کے خلاف حتمی ثبوت کے طور پر لیا جائے گا۔
- (ز) موت یا دیوانگی کی صورت میں، بینک آفیشل نوٹس موصول ہونے کے بعد، کسی اور قابل اعتماد ادارے سے معلوم ہونے کے بعد متعلقہ کھاتے کے تمام آپریشن کو فوراً روک دیکے۔ داری وفات کی صورت میں بینک کی صوابیہ پر مخصوص رقم کیلئے کریڈٹ بنلینس، موثر چھٹی کا سرٹیفکیٹ، انتظامیہ کے لیٹر یا وصیت نامے کی تصدیق یا دستاویزی ثبوت احاطہ کے باہر پر مصلوب بری کارروائی پوری ہونے پر واپس کر دیا جائے گا۔ مشترکہ کھاتے دار میں سے ایک دھچکا کرنے والے کا انتقال ہو جائے تو جب تک کسی کھاتے میں کھاتے کے آپریشن کیلئے کھاتے کے کھولنے کے قاعدے میں بتایا گیا ہے، اس طرف سے مخصوص آپریشن مینٹیننس نہیں دیا جائے گا، بینک کو آپریشن پر قائم رکھنے کیلئے کامیاب سرٹیفکیٹ کی وجہ سے اجازت دی جائے گی۔ انتظامیہ کا خط یا قابل اعتماد اتھارٹی کے خط کے ذریعے۔
- (ح) ڈپازٹریہاں بذریعہ الیٹیا، منتقلی اور باشرطہ رضامند سے اور منتقلی میں بینک کو مکمل بری الذمہ قرار دیتا ہے اور بینک اس کے ڈائریکٹرز اور ملازمین کو اپنے تمام نقصان (موقع کے نقصان کے علاوہ)، دعوے اور ضرر (لیگل یا غیر ملکی) یا دیگر مضر کے علاوہ)، الاٹوں، چارجز، اخراجات سے خواہ کسی بھی نوعیت کے ہوں، جو براہ راست بینک، اس کے منافع کے حاملین، بینک بینکنگ، تقاضا، کنٹریکٹس کی طرف سے برداشت کرنے یا پھیلنے پر ہیں اور جو کسی مقدمے، دعوے، عمل، مطالبے، واجبات، کارروائیوں کے نتیجے میں یا حوالے سے ہوں اور ان شرائط و ضوابط کے حوالے سے ڈپازٹ میں اکاؤنٹ کھولنے کی وجہ سے یا ڈپازٹریہاں درخواست پر بینکنگ کی سہولیات کی فراہمی یا بینک کے ڈپازٹریہاں درخواست پر عمل کرنے کے حوالے سے، کسی کی بھی جانب سے بینک کے سامنے آئیں یا اس کے خلاف ہوں سے بری الذمہ قرار دیتے یا اقرار کرتا ہے اور مزید یہ کہ بینک کے پیکج پر پوری مطالبے کے ساتھ دن کے اندر دعوے، الاٹوں، فیس، اخراجات، نقصانات اور ضرر کی کوئی یا تمام رقم کی باشرطہ ادائیگی کا اقرار کرتا ہے، جو بینک کو پھیلنے یا برداشت کرنے پر ہیں۔
- (ط) ڈپازٹریہاں اپنے کسی بھی حق سے دستبردار ہو سکتا ہے کسی بھی یا تمام گھنٹوں سے اگر بینک کے کھاتے سے مطابقت نہ رکھتا ہو، بینکنگ پروڈکٹ، وقتاً فوقتاً خدمات حاصل کرنا اس کے ضوابط کے مطابق جس میں کسی بھی بینک کی طرف سے اضافہ یا کمی کی جانچتی ہے جو کہ اس کے ضوابط طریقہ کار سے منسلک ہیں جب تک اس طرح کا دعویٰ بینک کی دیکھ کر یا عدالتی استعمال کی جاتا نہیں ہے۔
- (ث) بینک/میں ہونے والی کسی بھی کی پیشی، نقصانات یا تاخیر کا ذمہ دار نہیں ہے اگر حکومت یا کوئی ایجنسی کے مکمل یا جزوی عمل یا غفلت کی وجہ سے بینک کے کنٹرول سے باہر کسی دوسرے ایجنٹ بشمول، غیر محدود، ہڑتال منقطع کارروائی، آلات کی ناکامی یا بجلی کی فراہمی کی وجہ سے ہو۔
- (س) اگر متنازعہ یا غیر واضح ہدایت کسی بھی شخص کی طرف سے جاری کی جاتی ہے جو کھاتے میں جاری ہے، ہدایت دیتا ہے، تو بینک یا اختیار رکھتا ہے کہ وہ اس کھاتے سے متعلق آپریشن کو اس وقت تک بند کرے جب تک بینک اس معاملے کو حل نہ کرے اور مطمئن نہ ہو جائے۔
- (س) میں/ ہم اس بات سے اتفاق کرتا ہوں/ کرتے ہیں کہ بینک کو بینک یا اختیار نہیں ہوگا کہ وہ اس قسم کی متنازعہ اور غیر واضح ہدایت پر عمل کرنے والے کسی کھاتے سے فائل ہونے پر کوئی کارروائی کر سکتے۔
- (ش) قابل اطلاق مقامی اور غیر ملکی قوانین اور ضوابط کے تابع، میں/ ہم بینک اور/ یا اس سے وابستہ کسی (برانچ) کسی حد کے بغیر) ملکی اور/ ہر ملک کے ساتھ اپنی معلومات کا اشتراک کرنے سے اتفاق کرتا ہوں/ کرتے ہیں، جو کسی بھی دائرہ اختیار میں میری/ ہماری نمائندگی کی ذمہ داری قائم کرنے کیلئے ضروری ہوگی یا ہر ملک قوانین اور ضوابط کے تقاضوں سے مشروط ہیں، انہم سمجھتا ہوں/ سمجھتے ہیں کہ بینک میرے/ ہمارے کھاتے سے ایسی رقم روک سکتا ہے جو قابل اطلاق قوانین، ضوابط اور ہدایات کے مطابق درکار ہو۔
- (ص) کھاتے دار/ یا ڈپازٹریہاں بینک کا ڈنٹ انٹرنیشنل بکنگ کے تحت جمع شدہ رقم کا پھیلنے اور/ ہونے۔
- (ض) میں/ ہم اس بات سے بھی اتفاق کرتا ہوں/ کرتے ہیں اور تصدیق کرتا ہوں/ کرتے ہیں کہ بینک کو ہمیشہ کسی بھی وقت اور وقتاً فوقتاً ان شرائط و ضوابط پر نظر ثانی کرنا، ترمیم، تبدیلی یا ترمیم کا حق حاصل ہوگا۔ ایسی کوئی بھی تبدیلی مجھے/ ہمیں دی گئی منتقلی اطلاع کے 30 دن کے اندر نوٹ ہو جائے گی۔ اس طرح کا نوٹس نظر ثانی کی تاریخ سے 30 دن کی مدت کیلئے بینک کے کاؤنٹرز، بینک کی ویب سائٹ یا سرکاری مواصلت کے کسی دوسرے ذرائع پر آویزاں کر کے دیا جاسکتا ہے۔
- (ط) میں/ ہم اس بات کو قبول کرتا ہوں/ کرتے ہیں کہ جو اطلاعات میں/ ہم سے بینک کو فراہم کی ہیں ان میں کسی بھی تبدیلی کی اطلاع 30 دنوں کے اندر اندر دوں گا/ دیں گے۔
- (ظ) میں/ ہم اس سے اتفاق کرتا ہوں/ کرتے ہیں کہ بینک کی بھی طرح سے میرے/ ہمارے کسی بھی دعوے کیلئے ذمہ دار نہیں ہوگا، خواہ وہ ان الاٹوں میں سے میرے/ ہمارے پیدوار ہوں۔ ان شرائط و ضوابط کی تخریب سے متعلق تمام معاملات میں بینک کا فیصلہ حتمی ہوگا میں/ ہم یہاں اس سے اتفاق کرتے ہیں اور اس فیصلے کو میں/ ہم فاعل تسلیم کرتے ہیں۔ اور اس کے پابند ہیں گے۔ جیسا کہ کسی معاملے پر کوئی تنازعہ پیدا ہو جاتا ہے، اور یہ معاملہ رجوع کیا جاتا ہے اسٹیٹ بینک آف پاکستان سے اور معاملے کا جو بھی فیصلہ اسٹیٹ بینک آف پاکستان دیا گیا ہو، فاعل ہوگا میں/ ہم اس کا/ کے پابند ہوں گا/ رہیں گے۔
- (ع) میں/ ہم اس کے ساتھ کسی بھی اور تمام دعووں کو سزا دیتا ہوں/ کرتے ہیں جو بینک کے کھاتے یا شرائط و ضوابط کے خلاف ہو سکتا ہے جب تک اس طرح کے دعوے کی بنیاد دعوہ دہی بینک کی غلط یا نسیبوں کی بنیاد پر نہیں۔ ان شرائط و ضوابط کیلئے بینک کی تخریب حتمی اور/ ہم یہاں اس کی پابندی ضروری ہے۔ تاہم کسی تنازعے کے سلسلے میں، معاملہ اسٹیٹ بینک آف پاکستان کے حوالے کیا جائیگا اور اسٹیٹ بینک آف پاکستان کے فیصلے کو اس معاملے میں حتمی سمجھا جائے گا اور میں/ ہم اس کا/ کے پابند ہوں گا/ رہیں گے۔
- (غ) میں/ ہم بذریعہ پندرہ ممبری ڈیپٹی چیف جسٹس کے تحت قابل اطلاق قوانین، قواعد و ضوابط کی تعمیل کیلئے میری/ ہماری اپنے صارف کو جانیں (KYC) سے متعلق معلومات کا کسی بھی SECP/ SBP ریگولیٹڈ ادارے بشمول سینٹرل ڈیپازٹری کمیٹی آف پاکستان (CDC) اور/ یا فیڈرل بکنگ کمپنی آف پاکستان اینڈ (NCCPL) کو فراہم کر سکتے ہیں۔
- (ف) بینک کو یہ اختیار حاصل ہوگا کہ وہ کسی بھی وقت کنٹرول اطلاع دیتے ہوئے ان شرائط و ضوابط میں ترمیم، نظر ثانی اور/ یا تبدیلی کرے۔ ایسی تمام ترمیمات اور/ یا تبدیلیاں بینک کی جانب سے متعین کردہ تاریخ سے نافذ عمل ہوں گی، اور ان کے بارے میں مجھے/ ہمیں منتقلی اطلاع ایس ایم ایس، ڈاک، ای میل کے ذریعے یا بینک کی متعلقہ برانچ (برانچ) کے احاطے میں نمایاں مقام پر نوٹس آویزاں کر کے یا بینک کی ویب سائٹ کے ذریعے دی جائے گی۔ کنٹرول اس بات سے اتفاق کرتی ہے کہ مذکورہ کسی بھی ذریعے سے دی گئی اطلاع کو کنٹرول کا قدرہ طور پر منتقلی اور موصول شدہ تصور کیا جائے گا۔ کنٹرول اس امر کو تسلیم کرتا کرتی ہے کہ نظر ثانی شدہ شرائط و ضوابط کے نافذ ہونے کی تاریخ کے بعد بینک کے ساتھ اپنے تعلق کو برقرار رکھنا، بغیر کسی اضافی رضامندی کے نظر ثانی شدہ شرائط و ضوابط کی غیر مشروط قبولیت تصور کیا جائے گا؛ چنانچہ کنٹرول ذریعے سے بینک کے کنٹرول پر شرائط و ضوابط میں ترمیم، تبدیلی یا اضافہ کرنے کے حق پر باشرطہ اپنی منظوری/ اتفاق فراہم کرتی ہے۔
- بینک وقتاً فوقتاً نافذ عمل ریگولیٹری تقاضوں کے مطابق کم از کم ڈپازٹ/ اکاؤنٹ بنلینس مقرر کر سکتا ہے، اور اکاؤنٹ ہولڈر پابند ہوگا/ ہوگی کہ وہ ہر وقت اپنے اکاؤنٹ میں اسے برقرار رکھے۔ کم از کم بنلینس کی مقررہ حد میں کسی بھی دن کی واقع ہونے کی صورت میں، اس وقت نافذ عمل شیڈول آف چارجز کے مطابق عائد کئے گئے سرس چارجز کی وصولی مجھ سے/ ہم سے قابل وصول ہوگی۔
- اکاؤنٹ ہولڈر کو چاہئے کہ وہ جب بھی ملک سے باہر سکونت اختیار کرے تو فوراً بینک کو اس بارے میں مطلع کرے۔ اس طرح کی معلومات کے موصول ہونے پر اکاؤنٹ کو نان۔ریزیڈنٹ اکاؤنٹ کے طور پر نامزد کیا جائے گا اور تمام ڈپازٹس اور وڈ رائلز اسٹیٹ بینک آف پاکستان کے قوانین اور ضوابطوں سے مشروط ہوں گے۔ یہ قوانین اور ضابطے، نان۔ریزیڈنٹ اکاؤنٹس کے حوالے سے وقتاً فوقتاً قابل اطلاق ہوتے ہیں۔

میں/ ہم نے کھاتے کھولنے کے قاعدہ اور شرائط و ضوابط کی اپنی دیکھنا شدہ کاپی وصول کر لی ہے۔
 اردو میں بیان کردہ شرائط و ضوابط میں کسی بھی تبدیلی یا منسوخ ہونے کی صورت میں انگریزی کو ترجیح دیا جائے گا۔

دوسرے مشترکہ درخواست گزار
 دیکھنا/ انگریزی میں بیان

پہلا درخواست گزار ایک منسلک فرد
 دیکھنا/ انگریزی میں بیان

- گ) کارڈ کو کھاتے میں موجود فنڈز سے زیادہ رقم حاصل کرنے کیلئے کسی بھی صورت یا کسی طرح کے حالات میں استعمال نہیں کیا جاسکتا اور فنڈز سے زیادہ ترانسفرنگروئی رکھنے یا کسی قسم کی ضمانت نہیں دی جاسکتی۔ کارڈ ہولڈر کے کھاتے میں مناسب فنڈز نہ ہونے کی صورت میں کسی بھی بالواسطہ یا بلاواسطہ نقصان یا ضرر (علاوہ موقع کے نقصان اور لیکویٹی بنی خنصرے) کی ذمہ داری بینک پر عائد نہیں ہوگی۔
- د) کارڈ بینک کی ملکیت ہے اور بینک اپنے مکمل اختیار کے مطابق کوئی سب سے بڑے بھرتوں کے ذریعے کارڈ کو منسوخ کر سکتا ہے، اور ایسی کارڈ طلبہ کر سکتا ہے، اور کارڈ ہولڈر بینک کی جانب سے نوٹس میں دیے گئے وقت کے اندر بینک کو کارڈ واپس کرے گا۔ اس کے نتیجے میں کارڈ ہولڈر کو ہونے والے کسی بھی نقصان کا ذمہ دار بینک نہیں ہوگا۔ کارڈ ہولڈر کے علاوہ کوئی بھی دوسرا شخص کارڈ استعمال نہیں کر سکتا ہے۔
- ر) کارڈ ہولڈر اقرار کرتا ہے کہ پانپین (PIN) کا جاننا یا طور پر یا دوسری طرح کسی بھی دوسرے شخص کے حوالے نہیں کرے گا۔ کارڈ ہولڈر پین (PIN) کی حفاظت میں ناکامی کے نتیجے میں ہونے والے تمام نقصانات اور اگتوں (علاوہ موقع کے نقصان اور لیکویٹی بنی خنصرے) سے بینک کو بری الذمہ قرار دیتا ہے۔ کارڈ ہولڈر اپنا کارڈ کسی دوسرے شخص کے حوالے نہیں کرے گا اور اقرار کرتا ہے کہ کارڈ کی حفاظت کیلئے ہر ممکن اقدامات اٹھائے گا تاکہ وہ ہم کسی کے پاس یا چوری نہ ہو اور ایسی صورت میں تمام نقصانات اور حالات کی ذمہ داری قبول کرے گا۔ اگر کارڈ گم ہو جاتا ہے، کسی کے پاس چلا جاتا ہے یا چوری ہو جاتا ہے اور پین (PIN) کسی تیسرے فریق پر ظاہر ہو جاتی ہے تو کارڈ ہولڈر فوری طور پر بینک کو مطلع کرے گا۔
- ن) بینک ایسکی کسی بھی ٹیکل فون پر دی گئی ہدایات پر عمل کرنے کا ہمارے جو کہ بینک سمجھتا ہے کہ کارڈ ہولڈر نے دی ہیں جبکہ ایسی ہدایات دینے والا شخص بینک کے محفوظ آئی وی آر (IVR) سہیل کے ذریعے بینک کی جانب سے کارڈ ہولڈر کو دیے گئے اپنے پین (PIN) / آئی پین (TPIN) کا امداد بخ کرتا ہے۔
- ز) کارڈ ہولڈر بروقت کارڈ کے استعمال سے ہونے والی تمام ٹرانزیکشنز کا ذمہ دار ہوگا۔ کارڈ کے ذریعے ہونے والی ٹرانزیکشنز کے سلسلے میں بینک ریکارڈ جامع اور تمام مقاصد کیلئے حتمی ثبوت ہوگا۔
- ڈ) کسی بھی متنازع ٹرانزیکشن (ٹرانزیکشن) کی صورت میں کارڈ ہولڈر لازمی طور پر متعلقہ کھاتے کی اسٹیٹمنٹ کی تاریخ کے بعد پینٹینٹا (45 دن) کے اندر فوری طور پر اپنی براؤنچ یا کسٹمر سروسز کال سینٹر کو مطلع کرے۔ اگر تفتیش کے بعد دعویٰ غلط ثابت ہوا تو کارڈ ہولڈر سے بینک کی شدہ فیس وصول کی جائے گی۔
- س) اسٹی ایم کے ذریعے رقم کھلانے / بینک کے بغیر بینکنگ کے ذریعے مرچنٹ آؤٹ لیٹس، برانسفرز اور ڈپازٹس کیلئے بینک کارڈ کا حتمی ہوگا اور تمام مقاصد کیلئے اس کی پابندی کی جائے گی۔ اسٹی ایمز اور مرچنٹ آؤٹ لیٹس / برانچز پر پی او ایسز کے ذریعے کارڈ ہولڈر کو جاری شدہ مرچنٹ آؤٹ پر ظاہر ہونے والی کسی بھی ٹرانزیکشن کی معلومات کو بینک کی رسید یا تصدیق یا ٹرانزیکشن کے درست ہونے کا ثبوت تسلیم نہیں کیا جائے گا، لیکن کارڈ ہولڈر کی ہدایات پر یہ شخص ایک میمو ہوگا۔
- ش) اگر کارڈ ہولڈر کی جانب سے کارڈ کے ذریعے ہونے والی کسی بھی ٹرانزیکشن کو متنازع قرار دیا جاتا ہے تو بینک کارڈ ہولڈر کو اپنا کارڈ واپس کرنا اور کارڈ ہولڈر کی جانب سے ٹرانزیکشن کی درستی کا سرٹیفکیٹ حتمی اور آفری ہوگا جسے کارڈ ہولڈر کو قبول کرنا پڑے گا۔
- ص) بینک کسی اسٹی ایم یا پی او ایسز مرچنٹ سے 24 گھنٹے میں رقم نقد رقم کھلانے اور برخاری کی مجموعی رقم کی حد مقرر کرنے کا حق محفوظ رکھتا ہے اور ایسی حد سے متعلق کارڈ ہولڈر کو آگاہ کیا جائے گا۔
- ض) اگر کوئی مرچنٹ کسی ڈیبٹ کارڈ کی ٹرانزیکشن کی رقم واپس (ری فنڈ) کرتا ہے تو بینک مرچنٹ یا سٹلمنٹ / رقم حاصل کرنے والے بینک کے واپس کی جانے والی رقم کے موصول ہونے پر اس کو کارڈ ہولڈر کے کھاتے میں جمع (کریڈٹ) کر دے گا۔ ایسی کوئی واپسی (ری فنڈ) میں کسی قسم کی تاخیر کا ذمہ دار بینک نہیں ہوگا۔
- ط) بینک کے پاس یہ حق ہوگا کہ وہ اسٹی ایم / پی او ایسز کی کسی بھی غلطی یا خرابی کی صورت میں کھاتے میں ہونے والے غلط مندرجات کو درست کرے۔ ایسی ٹرانزیکشن کے ثبوت پر بینک کی جانب سے الیکٹرونک یا کسی دیگر طریقے سے فونش کیا جانے والا ریکارڈ حتمی ہوگا۔
- ظ) بینک ٹیکل فون پر دی جانے والی ہدایات، ریکارڈ (لیکن بینک ایسا کرنے کا پابند نہیں ہوگا) کر سکتا ہے اور ایسی ہدایات پر پتی ریکارڈ کارڈ ہولڈر کیلئے حتمی اور قابل قبول ہوگا۔
- ع) بینک اپنے مکمل اختیار کے تحت ان شرائط وضوایا کارڈ کے ذریعے وقتاً فوقتاً فراہم کردہ سروسز میں تبدیلی، ترمیم، منتقل یا اضافے کا حق محفوظ رکھتا ہے۔
- غ) کسی خرابی یا اسٹی ایم / پی او ایسز کے غیر فعال ہونے یا کسی بھی دیگر سبب کی وجہ سے کارڈ پر عملدرآمد / کارڈ کو قبول نہ کرنے کی صورت میں کارڈ ہولڈر کو پیش آنے والی تکلیف، نقصان، خسارے یا شرمندگی کی ذمہ داری بینک پر عائد نہیں ہوگی۔
- ف) ہر تینوں، منطقی حوالہ، ٹیکل یا فراہمی میں منطقی، سسٹم یا آلات کی خرابی (جو کہ بینک کے اختیار سے باہر ہوتے ہیں) کی صورت میں کارڈ ہولڈر کو کسی بھی بینکنگ یا دیگر سروسز میں تاخیر یا عدم دستیابی کے نتیجے میں کسی بھی نقصان کی ذمہ داری بینک پر عائد نہیں ہوگی۔
- ق) اسٹی ایم کے کمرے یا مقامات پر کارڈ ہولڈر کی جاننا یا موت، زخمی ہونے یا کسی دیگر نقصان کی صورت میں بینک کسی دیگر نقصان کی صورت میں بینک کی ذمہ داری نہیں ہوگا، یہ کہنا کہ کارڈ ہولڈر مکمل طور پر اپنی ذمہ داری، اخراجات اور حالات کے تحت کارڈ استعمال کرے گا۔
- ک) کارڈ ہولڈر کی جانب سے جب بھی پیشگی یا دیگر بڑی ادائیگی کیلئے کارڈ استعمال کیا جاتا ہے تو کسی بھی تاخیر یا سروس فراہم کرنے والے کی جانب سے تاخیر کی صورت میں کسی جرم سے، اخراجات یا سرجن کی تمام ذمہ داری کارڈ ہولڈر پر عائد ہوگی۔ قطع نظر اس کے کہ کارڈ ہولڈر نے بینک کو محتول اطلاع اور مناسب معلومات فراہم کی ہوں۔
- گ) اگر کارڈ ہولڈر جن ملک متعلقہ مازمت یا نان ریزڈنٹ پاکستانی کے طور پر ہجرت اور / یا ایسی کوشش کرتا ہے تو وہ اس سے قبل لازمی طور پر سویری ڈیبٹ کارڈ سے دستبردار ہوگا اور کارڈ پر واجب الادا تمام واجبات ادا کرے گا، ماسوائے ان مخصوص پروڈکٹس پر جن کی منظوری اسٹیٹ بینک آف پاکستان کی جانب سے نان ریزڈنٹ کیلئے دی گئی ہے۔

- ل) کارڈ ہولڈر سویری ڈیبٹ کارڈ کیلئے درخواست نام میں فراہم کردہ کوڈ / آئی ڈی / پاس ورڈ / PIN / OTP / اور دیگر معلومات میں کسی قسم کی تبدیلی کی اطلاع فوری طور پر بینک کو دینے کا پابند ہوگا۔
- م) کارڈ کو بینک کے ہاؤسز کے علاوہ کسی دیگر شخص کے حوالے نہ کرنے اور اس مقصد کیلئے کارڈ کی مطابقتی نئی اور چھپ گئی کارڈوں میں کھانے کے بعد بینک کے ہاؤسز کے حوالے نہ کریں۔
- ن) ان شرائط وضوایا کارڈ کا ذمہ دار بینک وضوایا کے ساتھ پڑھا جائے جو کہ کارڈ ذمہ دار وقتاً فوقتاً گاہکوں کے۔
- و) یہ شرائط وضوایا اسٹیٹ بینک آف پاکستان کی جانب سے (مکافو قائل گاہکوں کے لئے) قواعد اور قواعد میں سے شروع ہیں اور اسلامی جمہوریہ پاکستان کے انتظامی اور قانونی ضابطوں کے تحت ان پر عمل درآ گیا ہے۔ ان شرائط وضوایا کے ساتھ پڑھنا چاہیے، جن تک ڈیجیٹل بینکنگ سروسز کے ذریعے رسائی حاصل کی جاسکتی ہے۔ جب کسٹمر سروسز کا استعمال کرتا ہے، تو یہ سمجھا جاتا ہے کہ اس نے ان شرائط وضوایا کو پڑھ لیا ہے اور اس سے متعلق ہے۔
- ہ) کارڈ ہولڈر اس بات کو سمجھتا ہے کہ اس کی ذمہ داری قبول کرتا کرتی ہے کہ کارڈ ہولڈر نے بینک سے یہ درخواست کی ہے کہ بینک میں برقرار رکھے گئے ایک سے زیادہ اکاؤنٹس کو ایک ہی کارڈ کے ساتھ منسلک کیا جائے۔ کارڈ ہولڈر اس امر کو بھی قبول اور تسلیم کرتا کرتی ہے کہ ایک کارڈ کے ساتھ ایک سے زیادہ اکاؤنٹس کو منسلک کرنے کے نتیجے میں، کارڈ اور / یا اکاؤنٹ کے گم ہونے، چوری ہونے یا غلط استعمال کی صورت میں، تمام منسلک اکاؤنٹس کو نقصان کے خطرے کا سامنا ہو سکتا ہے۔

18- ڈیجیٹل بینکنگ:

- بینک کی ڈیجیٹل بینکنگ سروسز کا استعمال (جیسا کہ ذیل میں بیان کیا گیا ہے) اس دستاویز میں بیان کردہ شرائط وضوایا ("شرائط وضوایا") سے شروع ہے۔ ان کو کسی بھی قابل اطلاق اکاؤنٹس (جیسا کہ ذیل میں بیان کیا گیا ہے) کی شرائط وضوایا کے ساتھ پڑھنا چاہیے، جن تک ڈیجیٹل بینکنگ سروسز کے ذریعے رسائی حاصل کی جاسکتی ہے۔ جب کسٹمر سروسز کا استعمال کرتا ہے، تو یہ سمجھا جاتا ہے کہ اس نے ان شرائط وضوایا کو پڑھ لیا ہے اور اس سے متعلق ہے۔
- کسٹمر بذریعہ ذمہ دار اور ناقابل متنازع طور پر اس بات سے اتفاق کرتا ہے کہ اپنی یوزر آئی ڈی اور پاس ورڈ کی رازداری کو یقینی بنانے کے لیے تمام ضروری احتیاطی تدابیر اختیار کرے تاکہ کسٹمر کے ڈیجیٹل سروسز / ایپ استعمال کرنے کے دوران کسی بھی غیر مجاز افراد کو انٹرنیٹ تک رسائی سے روکا جاسکے۔
- کسٹمر کو اپنے ڈیجیٹل سروسز / ایپ کیلئے ارادہ اپنی مرضی سے، حادثاتی طور پر یا غلطی سے کسی کو اپنا پاس ورڈ، PIN، OTP، نمبریں تانا بچا ہے۔ اگر کسٹمر اپنا ڈیجیٹل سروسز / ایپ کا پاس ورڈ بھول گیا ہے تو وہ نیا پاس ورڈ دوبارہ ترتیب دینے کے لیے ویب براؤزر یا موبائل ایپ پر دستیاب پاس ورڈ ری سیٹ آپشن کا استعمال کر سکتا ہے۔
- کسٹمر اتفاق کرتا ہے اور تسلیم کرتا ہے کہ کسٹمر کے اکاؤنٹ (اکاؤنٹس) / یوزر آئی ڈی / پاس ورڈ / PIN / OTP وغیرہ سے متعلق معلومات کے انکشاف کے نتیجے میں یا ڈیجیٹل سروسز / ایپ تک رسائی کے مطابق کسٹمر کی ہدایات پر عمل کرنے پر کسٹمر کو ہونے والے کسی نقصان اور یا ضرر کی صورت میں سویری بینک کسی بھی طرح سے ذمہ دار نہیں سمجھائے گا اور اس سلسلے میں سویری بینک کو مکمل طور پر بری الذمہ قرار دیتا ہے۔
- کسٹمر ڈیجیٹل سروسز اور ایپ کے غیر مجاز اور غیر قانونی استعمال سے بچنے کے لیے ہر مناسب اقدام اٹھانے کے ساتھ ساتھ ان سروسز اور ایپ کے ذریعے قابل رسائی بنائے گئے اکاؤنٹس تک غیر مجاز رسائی سے بچنے کے لیے جوابدہ ہے۔
- کسٹمر کو جزیئن کے وقت ان شرائط وضوایا کو گہرائی کے ساتھ قبول کرنا ہوگا۔

19- الیکٹرونک فنڈ ترانسفر (EFT)

- الف) میں، سویری بینک لیمیٹڈ کو بحیثیت ایک مالیاتی ادارہ یا اجازت دہتا ہوں / دیتے ہیں کہ میرے / ہمارے کھاتے سے اندراجات بذریعہ الیکٹرونک فنڈ ترانسفر شروع کرے اور اس کا جواب دے جہاں میں ڈیجیٹل / ای ڈی بی معومات حاصل کرنے کا انتخاب کروں، بشمول انٹرنیٹ بینکنگ، موبائل بینکنگ / موبائل ایپ / POS اور اسٹی ایم کارڈ۔ یہ قہاری ہے اور اس وقت تک نافذ رہے گی جب تک میں / ہم بینک کو فوری طور پر یا کسی دوسرے متعدد ذرائع سے مطلع نہیں کرتا ہوں / کرتے ہیں کہ ایسی ایسی ادارے کو اس منسوخی پر عمل کرنے کیلئے معقول موقع مل سکے۔
- ب) اس رضامندی پر دیکھ کر اس کے بعد، میں / ہم اپنے تمام / الیکٹرونک فنڈ ترانسفر کے لین دین، بینک کے ذریعے کارڈ ترانسفرز، بینکنگ اور دیگر معاملات کے کسی ڈسکونڈر کے لئے خود کار طریقے کار کے تحت مندرج ہوں / گے اور اس ایپ ایم ایس الرٹس اور تمام ڈیبٹ / کریڈٹ ٹرانزیکشنز کی ماہانہ اسٹیٹمنٹس یا ترتیب فراہم کردہ موبائل نمبر اور ای میل ایڈریس پر حاصل کریں گے۔
- پ) رازداری کا بیان
میں / ہم سمجھتا ہوں / سمجھتے ہیں کہ سویری بینک لیمیٹڈ میرے / ہمارے اکاؤنٹ یا میں / ہم جو راز سفر کرتے ہیں اس کے بارے میں تیسرے فریق کو معلومات کا انکشاف کرے گا:
- ۱- جہاں ترانسفر مکمل کرنے کیلئے ضروری ہے یا
- ۲- کسی تیسرے فریق کیلئے کھاتے کے وجود اور حالت کی تصدیق کیلئے یا
- ۳- کسی سرکاری / ایجنسی یا عدالت کے حکم کی تعمیل کرنے کیلئے یا
- ۴- سویری بینک لیمیٹڈ کے رازداری کے بیان کے مطابق دوسرے مقاصد کیلئے۔
- ت) فیس اور چارجز
ای ایف ٹی کے لئے سویری / ہماری رضامندی کو بشپز کرنے / امیبا کرنے کیلئے کوئی فیس یا چارج نہیں ہیں، علاوہ بینک ٹرانزیکشن فیس وصول کر سکتا ہے، جو ای ایف ٹی کے دائرہ کار کے تحت بینک کے ایس ای او ای ایف ٹی کے انکشاف فارم میں واضح کیا گیا ہے۔

