

Allied Cash+Shop Visa Debit/ATM Card - Terms and Conditions

These Terms and Conditions comprise the Agreement between the Bank and the Cardholder in connection with the Cardholder's Allied Cash+Shop VISA Debit Card. These Terms and Conditions must be read in conjunction with the Terms and Conditions for bank accounts as applicable from time to time.

1. In these Terms and Conditions:

- 11 "Account" means the bank account held or to be held with the Bank in the name of the Cardholder (whether solely or jointly with another person), the number of which is or shall be specified in the application form for the Card and communicated to the Cardholder as appropriate.
- 12 "Bank" means that branch of Allied Bank Limited, which holds the Account.
- 13 "Card" means the Allied Cash+Shop VISA Debit Card, including any replacement of the Card.
- 14 "Cardholder" means the person having power alone to operate the Account in accordance with the Bank mandate in respect thereof.
- 15 "PIN" means the Personal Identification Number or an encrypted number, which the Cardholder uses from time to time with the Card and includes the Telephone Personal Identification Number or TPIN where the context so permits.
- 16 "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.
- 17 "VISA" means Visa International Service Association.

2. Card Facilities:

- 2.1 The Card may be used to withdraw money at any Automated Teller Machine ("ATM") or to access any additional banking services offered through the ATMs (e.g. transfer of funds locally from one account to another within the Bank or any other bank in Pakistan, as well as payment of utility or other bills). The Card may also be used for payment for goods and/or services at retailers or suppliers worldwide who display the VISA Plus sign and who accept the Card, subject to compliance with VISA rules and regulations as applicable from time to time.
 - 2.2 If the Cardholder uses the Card for Transactions outside Pakistan (including ATMs), the Cardholder will also be liable for currency conversion and service fee which is charged upfront at the time of the Transaction. However, the Bank makes no warranty nor assumes any liability or responsibility for any limitation on conversion or availability of foreign exchange whether due to State Bank of Pakistan or otherwise.
3. Issuance of the Card: The Bank will issue a Card only if the Cardholder has duly completed an application form, agreed to these Terms and Conditions and the Terms and Conditions for bank accounts and it has been accepted by the Bank. Opening and maintaining a bank account with the Bank is a condition precedent for the issuance of the Card.
 4. Ownership of the Card: The Card belongs to the Bank and the Bank or any authorised officer, servant, employee, associate or agent of the Bank may retain the Card, require the Cardholder to return the Card or suspend the use of the Card at any time in its absolute discretion and 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.
 5. Validity and Activation: The Card will not become valid or operational until the Cardholder acknowledges receipt of the Card and accepts the Terms and Conditions for Card usage. The Card will then require to be activated by such mode as the Bank may specify. The Card is only valid for the period shown on it and must not be used outside that period or if the Bank has required by notice in writing to the Cardholder that it be returned to the Bank. When the period of validity of a Card expires, it must be destroyed by cutting it in half through the magnetic strip.
 6. Loss or Theft: The Cardholder must take all precautions to prevent unauthorised use of the Card or its PIN. If the Card is lost or stolen, the Cardholder shall immediately notify the Bank by telephone on the contact number(s) from time to time notified to the Cardholder and the Cardholder must, in addition, immediately notify the Bank in writing of such loss or theft. The Cardholder will be liable for all Transactions until the Bank is duly notified in the foregoing manner.

The Cardholder must co-operate with any officers, employees, representatives or agents of the Bank and/or law enforcement agencies in any efforts to recover the Card if it is lost or stolen. The Bank may disclose information about the Cardholder and the Account if the Bank thinks it will help avoid or recover any loss to the Cardholder or the Bank resulting from the loss, theft, misuse or unauthorised use of the Card.

If the Card is found after the Bank has been given notice of its loss or theft the Cardholder must not use it again. The Card must be cut in half through the magnetic strip and returned to the Bank immediately.

7. PIN: At the request of the Cardholder, the Bank will issue a PIN to the Cardholder. If the Bank issues a PIN, the Cardholder must take all reasonable precautions to avoid unauthorised use, including destroying the PIN mailer issued by the Bank promptly after receipt, never disclosing the PIN to someone else, never writing the PIN on the Card or any other item normally kept with the Card, never writing the PIN in a way that can be understood by someone else and notifying the Bank as soon as possible if someone else knows or is suspected of knowing the PIN.
If the PIN is held with the Card and subsequently lost or stolen, the Cardholder will be liable for all PIN related Transactions. If the Cardholder discloses the PIN then the Cardholder will be liable for all subsequent PIN related Transactions.

8. Charges: The Cardholder agrees that charges, fees, duties, levies and other expenses (collectively the "charges") will be charged by the Bank for the issuance and usage of the Card. The Cardholder agrees to pay and reimburse the Bank all or any of such charges immediately upon demand. Such charges will change from time to time at the discretion of the Bank and it is the Cardholder's responsibility to obtain the prevailing rates of such charges from the Bank's branch nearest to him/her. All charges are non-refundable unless otherwise indicated by the Bank.

9. Total Usage: The total amount of any Transactions carried out in any one day shall be limited to such amounts and by such other conditions as shall be notified in writing to the Cardholder by the Bank from time to time with effect from the date of such notice. The Cardholder is not authorised to enter into Transactions using the Card to a value in excess of the credit balance (if any) of the Account from time to time.

If the Bank is asked to authorise a Transaction, the Bank may take into consideration any other Transactions which have been authorised but which have not been debited to the Account (and any other transactional activities upon the Account) the limits and other conditions referred to in these Terms and Conditions and if the Bank determines that there are or will be insufficient available funds in the Account to pay the amount that would be due in respect of such a Transaction, the Bank may, in its own absolute discretion, refuse to authorise such Transaction, in which event such a Transaction will not be debited to the Account. The Bank shall not be liable for any loss resulting from any such refusal to authorise any Transaction.

10. Insufficient Funds: In the event that there are insufficient available funds in the Account to pay any Transaction or other amount payable from the Account, including any mark-up, fees, charges, currency conversion charges, service fee or any other payments due to the Bank, the Bank may in its own absolute discretion (and without any obligation to do so) transfer or arrange the transfer of sufficient funds from any other account held by the Cardholder with the Bank to the Account. In this regard, the Cardholder permits, authorises and consents to the Bank consolidating, combining or setting off any such credit balances existing in such other accounts against the Transactions charged or to be charged by the Cardholder against the Account.

11. Refusal to Accept Card: The Bank shall not be liable for any loss resulting from the refusal of any retailer, supplier, other bank or card operated machine to accept use of the Card in connection with any Transaction. No claims of the Cardholder against any retailer or supplier may be the subject of set-off, claim or counterclaim against the Bank. The Bank shall not be liable in any way for the quality, quantity, sufficiency, acceptability, merchantability of goods and/or services booked, used or purchased by the Cardholder through the use of the Card or for any breach or non-performance of any card Transactions by a retailer or

supplier. The retailer or supplier shall under no circumstances be regarded as an agent or representative of the Bank and neither the Bank shall be responsible nor liable in any manner for any acts or omissions or breach of representations on part of the Merchant.

12. Statement: The Cardholder must check the Transaction Records from the Account Statement sent by the Bank as per the set frequency or the service can be availed through internet banking and through mini statement from an ATM.

The Cardholder will inform the Bank in writing within 7 days of Transaction or issuance of Statement, whichever is later; if any irregularities or discrepancies exist in the Transaction particulars of the Account on any Account Statement that the Bank sends to the Cardholder. If the Bank does not receive any information to the contrary within 7 days, the Bank is entitled to assume that all Transactions are correct and can be treated as conclusive evidence for all purposes. In addition, in the event that the Card is used at any ATM and the Cardholder receives short payment or no payment despite the Transaction having been successfully executed, he/she must inform the Bank in writing within 7 working days of the impugned Transaction, otherwise the Bank's Statement of Account and records shall be deemed to be conclusive of the matter. Furthermore, in the event the Cardholder uses the Card at any ATM which is not operated by the Bank, then the Bank shall be entitled to rely on the records provided to it by the I-Link switch and any omission or failure by the Bank to contemporaneously debit the Cardholder's Account for any Transaction by the Cardholder may be completed by the Bank on any subsequent date by direct debit without prior reference to the Cardholder.

13. Cancellation of Transactions: A Transaction cannot be cancelled by the Cardholder after it has been completed.

14. Posting: Subject to these Terms and Conditions the Bank will normally debit the amount of any Transaction to the Account as soon as the Bank receives proper instructions in connection therewith, provided that the Bank will not be liable for any loss resulting from any delay in doing so.

15. Refund: If a retailer or supplier makes a refund by means of a Transaction the Bank will credit the Account when it receives the retailer or supplier's proper instructions and the funds in respect of such refund, provided that the Bank will not be responsible for any loss resulting from any delay in receiving such instructions and funds.

16. Promotions: Without prejudice to the foregoing, the Bank may, from time to time and at its sole discretion, promote the goods or services of certain specified companies ("affiliates") amongst all or any of its Cardholders. If such a promotion is made available to the Cardholder and the Cardholder avails the promotion, the Cardholder agrees that in addition to these Terms and Conditions, the Cardholder will abide by the Terms and Conditions of the promotion as stipulated by the affiliates in consultation with the Bank. Such a promotion may be withdrawn at any time without notice to the Cardholder.

17. Termination: The Bank may terminate the Agreement comprised in these Terms and Conditions by notifying the Cardholder in writing to the Cardholder's last notified address as per the Bank's records. The Cardholder may terminate the Agreement comprised in these Terms and Conditions by notifying the Bank in writing, cutting the Card in half through the magnetic strip and returning the Card to the Bank. Such termination shall be effective, subject to the provisions of the following paragraphs of this clause, upon receipt by the Bank of such notice of termination by the Cardholder.

18. Agreement to Remain in Full Force and Effect: The Agreement comprised in these Terms and Conditions, shall be deemed to remain in full force and effect if and in so far as any Transaction is completed but not debited to the Account prior to termination thereof.

19. Post Termination: Termination of the Agreement comprised in these Terms and Conditions shall not prejudice any liability in respect of things done or omitted to be done prior to termination thereof.

20. Limitation on Liability: 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 action, failure of power supplies, systems or equipment or causes beyond the Bank's control. 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 the ATM rooms or locations, it being agreed that the Cardholder shall use the Card entirely at his/her own risk, cost and consequences. Furthermore, 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.

21. Change of Terms and Conditions: These Terms and Conditions and any charges relating thereto may be changed by the Bank at its sole option at any time and from time to time by notice (whether general, specific or by publication in the Bank's Schedule of Charges) to the Cardholder(s). Any such changes will be effective from the date stated on the notice or Schedule of Charges or such later date as may be expressly specified therein by the Bank. However, any charges or fees due to VISA in respect of the use of the Card and any variations thereto made by VISA shall be solely to the Cardholder's Account only and the Bank shall not be liable for same.

22. Disclosure: The Cardholder authorises the disclosure to any company within the Bank's group of companies, to any third party processors, service providers and/or card personalisation firms utilised by the Bank from time to time. Such information shall include but not be limited to the Cardholder's details, the Card, the Account and any Transaction as the Bank considers in its sole opinion to be necessary or desirable. The Bank may also disclose such information in relation to the Cardholder, the Card, the Account or any Transaction as may be required by law, practice or usage.

23. Indemnity: The Cardholder hereby indemnifies and holds the Bank harmless against any or all losses, damages, costs or expenses which the Bank suffers or sustains as a consequence of the Cardholder being in breach of these conditions or the Terms and Conditions governing the Account or the Cardholder using or permitting the use of the Card for any Transaction, whether illegal, unauthorised or otherwise. In this regard, in the event of the Cardholder's death, the Bank shall be notified immediately by the Cardholder's next of kin or successors for blockage of the Account and the Card shall be promptly returned to the Bank for cancellation. Pending provision of a succession certificate by the successors of the Cardholder or such other document as the Bank may specify, the Cardholder's Account will remain frozen and any Transactions made on the Card prior to the date of freezing of the Account using the Cardholder's PIN will be to the Cardholder's sole Account until such notice of death is received in writing by the Bank.

24. Bank Account Terms and Conditions: These Terms and Conditions are to be read in conjunction with the Account opening Terms and Conditions as shall be applicable to the Account from time to time.

25. Governing Law: These Terms and Conditions are to be read in conjunction with the Terms and Conditions which govern the issuance and usage of debit cards issued by the Bank. These Terms and Conditions are subject to the rules and regulations, circulars and directives of the State Bank of Pakistan (as may be applicable from time to time) and will be governed by the substantive and procedural laws of the Islamic Republic of Pakistan. The courts in Pakistan will have exclusive jurisdiction.

26. Interpretation: These Terms and Conditions are also being issued in Urdu and/or other regional languages of Pakistan. In the event of any discrepancy or conflict between the interpretation of the provisions of such clauses against the Terms and Conditions stated above, the English version stated above shall prevail and be deemed to be authentic.

Signature of Applicant