Terms & Conditions Governing MyABL Wallet App

These terms and conditions shall apply to MyABL Wallet App maintained with Allied Bank Limited. By registering for MyABL Wallet App with Allied Bank Limited, the customer unconditionally accepts and agrees to act in accordance with these Terms and Conditions. The Bank reserves the right to cancel registration of the customer at any time without disclosing any reason thereof or refuse to register a customer for MyABL Wallet App at its sole and absolute discretion. These terms and conditions are binding on the Customer and govern the use of MyABL Wallet App. Allied Bank Limited may from time to time amend these Terms and Conditions. The Customer will be notified in advance of any change(s) in these terms and conditions as prescribed by SBP. The manner in which notification herein will be given to the Customer is left within bank's sole discretion. If the Customer continues to use MyABL Wallet App after effective date of amendment, it will be assumed that the Customer has read and agreed to the amended terms and conditions. In this document all references to the Customer being referred in masculine gender shall be deemed to include the feminine gender.

1. Definitions

In this document the following words and phrases shall have the meanings as set below unless the context indicates otherwise:

- a. Allied Bank / Bank refers to Allied Bank Limited it's successors and assignees.
- b. "SBP" refers to State Bank of Pakistan..
- c. **Branchless Banking Account (BB Account)** refers to Customer's ABL Branchless Banking account in which debit and credit may be affected by virtue of Electronic Fund Transfer. BB Account is used to conduct branchless banking activities permitted by SBP and which is linked with the Customer's Mobile number and MyABL Wallet App.
- d. **Debit Card** refers to Customer's Visa/Master/Union pay/ Paypak Debit Card issued by Allied Bank to process transactions on ATM/POS/Internet or any other electronic medium.
- e. **Customer** refers to the Allied Bank Branchless Banking Account holder who is authorized to use MyABL Wallet App.
- f. **MyABL Wallet App 'myABL Wallet'** refers to an application through which the Branchless Banking Services offered by Allied Bank to its customers can be accessed using the internet. MyABL Wallet App is device agnostic. It's the medium to be used to access the BBA.
- g. **Branchless Banking Services** means financial services offered to BB Account holders by Allied Bank outside traditional premises, using agents and relying on information and communications technologies to transmit transaction details typically through card reading point of sale (POS) terminals, mobile phones etc. It does not include the information services already being provided by Allied Bank to their existing customers using channels like phone, internet and SMS etc. The availability/non-availability of a particular service shall be at the sole discretion of Allied Bank The term branchless banking and mobile banking shall be used interchangeably and shall have the same meaning
- h. **Personal Information** refers to the information provided by the Customer to Allied Bank or ABL acquired through NADRA.
- i. Terms refer to these terms and conditions of the MyABL Wallet App.
- j. **Payments** shall mean any payment from the account(s) of the Customer held with Allied Bank using **MyABL Wallet App/ Branchless Banking Account or executed at or by ABL branch, nominated BB agent, ATM, POS, etc.**

2. Applicability of Terms and Conditions

These Terms & Conditions form the agreement between the Customer and Allied Bank for using **MyABL Wallet App.** The Customer shall apply to Allied Bank in the prescribed form either in

hard form, electronically, digitally, etc. as deemed applicable from time to time and include but not limited to online only means of providing customer consent for use of **MyABL Wallet App.** As per SBP regulations, different transaction limits and maximum balance limits are applicable on different types of BB accounts. The Customer hereby, agrees to these limits. Allied Bank shall be entitled at its sole discretion to accept or reject any application for opening of BB Account.

3. Internet Banking Access

The Customer upon successfully registering for **MyABL Wallet App** would be required to select a password for subsequent access to **MyABL Wallet App**. Customers are advised to change the password on a frequent basis.

4. MyABL Wallet App Password Security

- a. The Customer irrevocably & unconditionally undertakes to ensure that the password shall be kept confidential and to not let any other/unauthorized person to have access to MyABL Wallet App using the Customer Password. If it is discovered or suspected that Customer's Password or any part thereof is known to someone else, Customer must immediately change the password. Whenever a Password is chosen, it must not be something that is likely to be guessed by someone and get access of Customer account(s) via *MyABL Wallet App* for example; Customer should avoid choosing relative's birthday or any part of his telephone number to be Customer's MyABL Wallet App Password.
- b. If the Customer forgets *MyABL Wallet App* password, he may reset his password by choosing 'Forget Password' option available within the app. If the customer is unable to recover password using the 'Forget Password' option, the customer will have to call Allied Phone Banking for guidance/support. The Customer agrees and acknowledges that Allied Bank shall in no way be held responsible or liable if the Customer incurs any loss as a result of information being disclosed by the Customer regarding his Account(s), Debit Card(s) or other banking relationships with any unauthorized person. Allied Bank banking system will allow access and use of MyABL Wallet App only when all mandatory fields are filled in with correct information. Customer shall ensure not to disclose any information particularly the Customer ID, Password and OTP with any other person. In case Customer ID, Password or OTP is compromised with or without the fault of the Customer, the Customer shall fully indemnify and hold Allied Bank harmless in respect of the same.
- c. The Customer shall maintain the secrecy of all information of confidential nature and shall ensure that the same is not disclosed to any person voluntarily, accidentally or by mistake. Customer must not disclose details of his Password or Security PIN/ Codes to anyone, not even to a member of bank staff or to someone giving assistance on a technical helpdesk in connection with MyABL Wallet App. The customer also agrees and confirm that the safe keeping of MyABL Wallet App password, OTP, voucher no, or any confidential data shall rest with the customer.
- d. Customer confirms that the Mobile number being used to open his Branchless Banking Account is biometrically verified from NADRA and registered in his own name. In case of theft, misplace of SIM and re-issuance of a new SIM; the Customer is bound to inform the Bank by calling ABL's Helpline without any negligence. The Bank is in no way to be held liable for misuse of the lost/stolen SIM and the Bank is indemnified against any/all losses that may be suffered or sustained by the Customer in such a scenario.
- e. Customer acknowledges that the Branchless Banking Account opened with Allied Bank is a Current account thus no interest/earning will be paid on the amount/balance maintained in the Account. In addition, as per guidelines and regulation of SBP L0 and L-1 has limitation on transactions, balance holding, volume-based nature therefore, customer opting for other products will be allowed under SBP regulation and ABL processes. Presently, ABL is offering singly operated accounts to persons who are major; however, from time to time new products covering other segments and age groups will be launched.

5. Unauthorized Access

The Customer shall take all necessary precautions to prevent unauthorized and illegal use of **Branchless Banking Account** and unauthorized access to the other Accounts, Debit Cards or any other bank relationship registered for **MyABL Wallet App.**

6. Financial Transactions through MyABL Wallet app

Allied Bank shall specify from time to time the limit for carrying out various kinds of financial transactions such as: funds transfer, purchases or bill payments through **MyABL Wallet App** The said facility will be provided in accordance with the arrangement between Allied Bank and the Customer and as per conditions specified by Allied Bank from time to time.

7. Accuracy of Information

- a. The Customer is responsible for the correctness of information supplied to Allied Bank for use of *MyABL Wallet App*. Allied Bank accepts no liability for any consequences whether arising out of erroneous information supplied by the Customer or otherwise.
- b. If the Customer notices an error in the information supplied to Allied Bank either in the registration form or any other communication, the Customer shall immediately advise Allied Bank in writing so as to allow Allied Bank to correct the error wherever possible on a "reasonable efforts" basis.

8. Account Eligibility

In order to use *MyABL Wallet App* Customer must be registered with Allied Bank and comply with the registration and activation procedures prescribed by the Bank. The Customer agrees to provide necessary details for registering and using *MyABL Wallet App*, required by the Bank.

The decision as to accept or reject any customer application to register for use of *MyABL Wallet App* purely rests with Allied Bank. The Bank may also decide to withdraw *MyABL Wallet App* at any time by giving a notice (via physical or electronic mail) to the Customer.

9. Transactions

- a. All transactions through *MyABL Wallet App* shall be carried out using the Internet by the Customer in the manner prescribed by Allied Bank.
- b. The Customer is solely responsible for the accuracy and authenticity of the Transactions carried out by him through MyABL Wallet App/Branchless Banking Account.
- c. Customer consent shall be required to initiate any EFT transaction; as soon as the transaction is carried out over the internet. Allied Bank shall have no liability whatsoever if it does not or is unable to stop or prevent the implementation of any transaction
- d. Allied Bank will keep record of the transactions as per procedure of the Bank and provide information to the Customer as per frequency set for generation of statement of account. Allied Bank may refuse to comply with the transaction/instructions without assigning any reason thereof if it has reason to believe that the Customer's transaction(s) will lead or expose to direct or indirect loss to the Bank or the Customer.
- e. The transfer of funds to third party accounts would require proper, accurate and complete details. The Customer would be required to fill in all the mandatory fields including account number of the person to whom the funds are desired to be transferred. In the event of any inaccuracy in this regard, the funds may be transferred to incorrect beneficiary.
- f. The minimum and maximum amount of funds for which transaction can be made shall be as prescribed by ABL from time to time and may vary from one Channel to another.
- g. The Customer shall be free to transfer funds for such purpose as he shall deem fit. The Customer however agrees not to use or permit the transaction(s) or any related Banking Service for any illegal or improper purposes. In this regard, the Customer ensures that:

- i. He shall provide Allied Bank such information and/or assistance as is required by Allied Bank for the performance of *MyABL Wallet Application* and/or any other obligations of Allied Bank for the provision of Services hereunder.
- ii. He shall not at any time provide to any person, with any details of the accounts/banking relationships held with Allied Bank including the Passwords, OTP (One-time PIN) /Codes which may be assigned to him by Allied Bank from time to time. The safe keeping of above mentioned confidential information rests with the customer; therefore, it is suggested and advised to be careful regarding handling of these credentials.
- h. The payments of bills/ purchases will be at Customers sole responsibility. Customer shall be liable for an amount that is entered by the Customer and/or that is displayed on screen as a result of bill payment or purchase of item(s) or online shopping as the information in this regard is sourced (fetched) by *MyABL Wallet App* from the third party systems (either directly or through intermediaries/ aggregators) and the Customer accepts to make payment and perform financial transaction, this include any charges/surcharges or fees that are applicable on that transaction.
- i. Transaction reversal will not be possible once Customer has given instruction(s) through the MyABL Wallet app or at the Branch/Agent. ABL will be under no obligation to reverse any transaction made by the Customer. However, if the Customer requests the Bank to reverse any transaction/instruction given, Bank may at its discretion try to do so to the extent it is possible under the rules and practices of the banking system/applicable laws. Customer agrees that he will be responsible for any costs that the Bank may incur as a result thereof.
- j. Third party products (if any) offered on MyABL Wallet App will be offered as a value added extra service, Allied Bank is not liable to have such third party products available on *MyABL Wallet App* for customer at all times.
- k. From time to time, Allied Bank at its sole discretion can add to or delete from such list of Billers/Merchants or types of Payment Accounts that can be used in respect of making payments to a Biller/Merchant
- 1. The transaction(s) for transfer of funds, payments or purchase of items /goods may not be completed for some reasons. In such cases, the Customer shall not hold Allied Bank responsible in any manner in the said transaction(s) and contracts. The Bank is not a warrantor, insurer, or guarantor of the services to be provided by the third party. Items purchased by the Customer using *MyABL Wallet App* Application are sold without recourse against Allied Bank for any breach of contract. Any disputes regarding the quality, cost, expiration, cancellation, refund or other terms of the items purchased (or paid for) must be handled directly between the Customer and the third-party service provider and the Customer's sole recourse in this regard shall be with the third party beneficiary of the proceeds of such payment transaction.

10. Risks

The Customer hereby acknowledges that use of MyABL Wallet app is solely at his own risk. The major risks associated with the use of *MyABL Wallet app* may include the following:

- a. The Customer acknowledges that in case any third person obtains access to the account access information, he would be able to transfer fund and perform any other transactions. The Customer shall ensure that the terms and conditions applicable to the use of *MyABL*. *Wallet App* particularly related to the password and PIN must be complied with at all times.
- b. **The use of Internet & Mobile Telephone System** is susceptible to a number of frauds, misuse, hacking and other actions that could affect transaction. Whilst the Bank shall aim to provide security to prevent the same. However, the Customer shall always maintain security of personal as well as confidential information. The Bank shall not be responsible

for any loss or damage to the Customer due to any breach of security obligations by the Customer.

- c. The MyABL Wallet App can be accessed and downloaded from the play store or Allied Bank official website <u>www.abl.com</u>. Allied Bank will never request Customer for any confidential information e.g. Log in details, ATM Card Pins, Passwords or Financial Codes/PIN through an email/SMS or any other form of electronic messages nor will ask anyone else to do so on ABL behalf. The Customer hereby undertakes not to provide confidential information on links sent through emails/SMS or any form of electronic messages claiming to be from Allied Bank Limited. All such emails/SMS requesting the Customer's for personal information and/or Login credentials are scam/fraud so be aware of common phishing or social engineering attacks.
- d. The Customer shall also ensure that any computer or other device he uses to access *MyABL Wallet App* is adequately protected against Viruses. Using other people's devices to access *MyABL Wallet App* is also not encouraged.
- e. The technology for enabling the transfer of funds and other services offered by Allied Bank could be affected by virus or other malicious, destructive or corrupting code, program or macro. It may also be possible that Allied Bank system/ website may require maintenance and during such time *MyABL Wallet App* may not be available to customers or it may not be able to process the request of the Customer. This could result in delays in the processing of transactions or failure in the processing of transactions and other such failures and inability.
- f. The Customer understands that Allied Bank disclaims all and any liability, whether direct or indirect, whether arising out of loss of profit or otherwise arising out of any failure or inability by the Bank to honor any Customer transaction for whatsoever reason. The Customer understands and accepts that Allied Bank shall not be responsible for any of the aforesaid risks and the Bank shall disclaim all liability in respect of the said risks.

11. Authority to Allied Bank for MyABL Wallet App

- a. The Customer irrevocably and unconditionally authorizes Allied Bank to access all his Account(s) / Debit Card(s) or other banking relationships for effecting banking or other transactions performed by the Customer through *MyABL Wallet App*. Allied Bank reserves the right to set off any amounts owing to Allied Bank from Customer's account(s)/credit card or other banking relationships held with the Bank without prior notice. In addition, the customer authorizes ABL to debit his account for execution of any transaction as requested by him including but not limited to BB mobile app, Debit card, ATM, POS, SMS, IVR etc. The customer also authorizes ABL to reverse the amount from his account in case of any wrong credit, fraudulent activity or transaction.
- b. The transactions of the Customer shall be affected only after authentication of the Customer in accordance with the prescribed procedure for *MyABL Wallet App*.
- c. Allied Bank shall endeavor to carry out the transactions promptly, it shall not be responsible for any delay in carrying out the transactions due to any reason whatsoever, including due to failure of operational systems or any requirement of law.
- d. Allied Bank shall have absolute discretion to close the Branchless Banking Account of the customer if there is no activity in the account for a particular period currently 12 months or if the banks feels from time to time that the customer is not maintaining any balance or has not processed any transaction since inception of the account.

12. Liability of the Customer

a. **Allied Bank** shall not be liable for any unauthorized transactions occurring through *MyABL Wallet App* and the Customer hereby fully indemnifies and holds Allied Bank harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof.

- b. Allied Bank shall under no circumstance be held liable to the Customer if *MyABL Wallet App* is not available in the desired manner for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason beyond the control of Allied Bank. Under no circumstances shall Allied Bank be liable for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by the Customer or by any other person.
- c. Illegal or improper use of *MyABL Wallet App* shall render the Customer liable for payment of financial charges as decided by Allied Bank and/or result in suspension of the operations through *MyABL Wallet App*. Any penalties levied by any regulatory authority with regard to the Customer's use of *MyABL Wallet App* shall be liability of the Customer.
- d. The Customer undertakes to comply with all applicable laws and regulations governing the account of the Customer. For the avoidance of doubt, the governing law is the substantive and procedural laws of the Islamic Republic of Pakistan.

13. Charges

- a. The Customer hereby agrees to bear the charges as may be stipulated by Allied Bank from time to time and as levied in the half-yearly Scheduled of Charges relating to *MyABL Wallet App*.
- b. The Customer hereby authorizes Allied Bank to recover the service charge, transaction fees and any other fees/charges as may be applicable by debiting any of the Account(s) or Debit Card of the Customer held with the Bank. If funds are not available in the account Allied Bank shall recover the fees/ charge in a manner as Allied Bank may deem fit along with such surcharge as may be decided by the Bank and suspend or withdraw services through *MyABL Wallet App* without any liability to Allied Bank.

14. Indemnity

- a. In consideration of Allied Bank providing *MyABL Wallet App* to the Customer, the Customer shall fully indemnify and hold Allied Bank, its officers, employees and agents, indemnified against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses incurred, suffered or sustained by Allied Bank as a consequence of or by reason of providing a service through *MyABL Wallet App/any other Bank channel offering Branchless Banking services* and for any action taken by Allied Bank, its officers, employees or agents regarding the transactions/instructions of the Customer.
- b. The Customer shall also be responsible for any loss if he/she use *MyABL Wallet app* on rooted/jailbreak devices.

15. Disclosure of Information

- a. The Customer agrees that Allied Bank or its contractors may hold and process his Personal Information and all other information concerning his Account(s) and Card(s) or other banking relationships, available on computer or otherwise in connection with *MyABL Wallet App* for analysis, performance of transaction and marketing purposes.
- b. The Customer also agrees that Allied Bank may disclose in strict confidence to other institutions, such Personal Information as may be reasonably necessary for reasons including but not limited to participation in any telecommunication or electronic clearing network, in compliance with a legal directive or for fraud prevention purposes.

16. Change of Terms

Allied Bank shall have absolute discretion to amend or supplement or delete any of these Terms & Conditions at any time and will endeavor to give prior notice of seven (7) days for such change(s) to the Customer. Any change to the Terms & Conditions shall be communicated to the Customer through website or other mode(s) deemed suitable to the Bank. By continuing to use any existing or new services

as may be introduced by Allied Bank through *MyABL Wallet App and Branchless Banking Account*, the Customer shall be deemed to have accepted the change(s) to these Terms & Conditions.

17. Non-Transferability

The grant of *MyABL Wallet App* to a Customer is purely personal in nature and not transferable under any circumstance and shall be used only by the Customer himself.

18. Termination of Branchless Banking

The Customer may request for termination of *MyABL Wallet App* at any time by selecting option from *MyABL Wallet App* interface and providing the reason for the termination of the *MyABL Wallet App* Allied Bank may withdraw or terminate *MyABL Wallet App* at any time either entirely or with reference to a specific service to customer; or in case of breach of Terms by the Customer without any prior notice; or if the Bank learns of the death, bankruptcy or lack of legal capacity of the Customer. ABL may also close customer account in case customer account migrates to High Risk due to update/change in KYC information.

19. Notices

Allied Bank may publish notices of general nature, which are applicable to all customers in newspapers or on its website. Such notices will have the same effect as a notice served individually to each customer. Any notice, demand or other communication sent to the accountholder regarding *Branchless Banking Mobile app* by the Bank by normal mail to last known address of the accountholder, registered with the Bank shall be considered to have been duly delivered to the account holder.

20. General

The headings in these terms and conditions are for convenience purpose only and do not affect the interpretation of the relative clause. Allied Bank may sub-contract and employ agents to carry out any of its obligations hereunder. Transactions would be carried out on the same day or on the next working day depending upon the time of logging of the transaction. All costs incurred by the Customer including telecommunication/internet costs to use *MyABL Wallet App* would be borne by the Customer .

21. Assignment

- a. **Allied Bank** shall be entitled to sell, transfer or assign Allied Bank's rights and obligations under these Terms and any security in favor of Allied Bank to any person of Allied Bank's choice in whole or in part and in such manner and on such terms and conditions as Allied Bank may decide. Any such sale, transfer or assignment shall conclusively bind the Customer and all other persons.
- b. **The Customer's** heirs, legal representatives, executors, administrators and successors are bound by these Terms & Conditions and the Customer shall not be entitled to transfer or assign any of his rights and obligations hereunder.

22. Right of Set-Off and Lien

Allied Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future, on the deposits held in the Account(s) or in any other account, whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of *MyABL Wallet App*/Branchless Banking Account extended to and/ or used by the Customer.

23. Proprietary Rights

The Customer acknowledges that the software underlying *MyABL Wallet App* as well as other Internet related software which are required for accessing *MyABL Wallet App* is the legal property of the respective vendors. The permission given by Allied Bank to access *MyABL Wallet App* will not convey any proprietary or ownership rights in such software. The Customer shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying *MyABL Wallet App* or create any derivative product based on the software.

24. Use of Site/Application and Advertising

The Customer understands that except for information about Bank's products or services clearly indicated as being provided by the Bank such as the Customer account/relationship information, account statement, transaction history and the ability to perform financial transaction using bank's prescribed channels i.e. *MyABL Wallet App*, Bank do not operate, control, or endorse any information, products or services of the third party on the Internet in anyway.

25. General Banking Guidelines

- (a) **Statement of Account (SOA):** For statement of account, following options will be available to Branchless Banking account holders.
- i) To view last 5 transactions through Mobile App and ATM channels
- ii) E-statement of Account can also be made available from MyABL Wallet App.
- b) Linking of other ABL account with Branchless Banking account : The customer can link his other ABL bank account(s) being held under individual/sole proprietorship category with his Branchless Banking Account. In case of joint account under the mode of operations as single and either-or survivor. It is sole discretion of ABL to either accept or reject customer request to link his accounts with Branchless Banking account. The functionality will allow flow of funds from one account to another as per State Bank of Pakistan regulatory limits applicable on branchless Banking accounts or as per limits approved by ABL.
- c) Card Facilities: The Debit Card/ biometric ATM facilities may be used to withdraw/deposit money at any Automated Teller Machine (ATM)/ Cash Deposit Machine (CDM) or to access any additional banking services offered through the ATMS/CDMs/Point of sale machine or to pay for goods and services at retailers or suppliers who accept the Card, subject to compliance with applicable rules and regulations as introduced from time to time. The Debit Card may also be used for ecommerce transactions after activating ecommerce session on card by calling ABL Helpline 111-225-225.
- d) **Issuance of Card:** The Bank will issue Debit Card to the Customer upon his request either through Account Opening form or *MyABL Wallet app*. The issuance of Card will be subject to deduction of Card Issuance and subsequent annual fee from the Branchless Banking Customers Account linked to the MyABL Wallet app and if there are insufficient funds for fee deduction, the fee will be deducted upfront as soon as the account is replenished.
- e) **Ownership of the Card:** The Debit Card is the property of Allied Bank and the Bank or any authorized officer, servant, employee, associate, agent of the Bank or the supplier/retailer at Point of Sale (POS) may retain the Debit Card. The Bank shall not be liable for the loss suffered by the account holder / Cardholder as a result thereof. The Debit Card must not be used by any other person other than the account holder /Card holder.
- f) Validity and Activation: The Debit Card will not become valid or operational until the Cardholder acknowledges receipt of the Debit Card and accepts the Terms and Conditions for card usage in the *MyABL Wallet app*. The Debit Card will then require to be activated by such mode as the Bank may specify by using his registered details. The Debit Card is valid only for the period shown on it and will become invalid thereafter or if the Bank requires by notice in writing to the Cardholder that it is to be returned to the Bank. Debit Card will also become invalid when the Account will be closed by either party and Bank does not own any liability or responsibility in respect thereof. Upon expiry of validity period, Debit Card must be destroyed by cutting in half through magnetic strip.
- g) Loss or Theft: The Cardholder must take all precautions to prevent unauthorized use of the Debit Card or the Pin. If the Debit Card is lost or stolen, the Cardholder shall immediately notify the Bank by calling helpline number 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 cooperate with any officers, employees, representatives or agents of the Bank and/or law enforcement agencies in any efforts to recover the Debit Card if it is lost/stolen. The Bank may disclose information about the Cardholder and his Account if the Bank thinks it will help avoid or recover any loss to the Cardholder or the Bank resulting from the lost / theft, misuse or unauthorized use of the Debit Card. If the Debit Card is

found after the Bank has been given notice of its lost or stolen the Cardholder must not use it again. The Debit Card must be cut in half through the magnetic strip and returned to the Bank, immediately.

- h) PIN: After receipt of the Debit Card and activation thereof, Cardholder will generate PIN for future use by using the specified procedure as devised by the Bank. The Cardholder must take all reasonable precautions to avoid its unauthorized use, including never disclosing the PIN to someone else, never writing the PIN in a way that can be understood by someone else. However, if someone else knows or is suspected of knowing the PIN, it must be changed immediately through ATM/CDM/ABL Helpline and also notify the Bank by calling the helpline number or using other mode/procedure prescribed from time to time by the bank. The Cardholder will be liable for all transactions done due to disclosure of the PIN whether intentional or unintentional.
- i) **Total Usage:** The total amount of 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.

26) Laws and Jurisdiction

- a) Any dispute or difference related to these terms and conditions and *MyABL Wallet app* may be dealt with under the laws of Pakistan.
- b) Allied Bank may in its absolute discretion, commence any legal action or proceedings arising out of the Terms & Conditions for *MyABL Wallet App* in any court, tribunal or other appropriate forum, and the Customer hereby consents to that jurisdiction.
- c) In case any provision of these Terms & Conditions for *MyABL Wallet App* is declared prohibited or unenforceable under any applicable law/rule/regulation the remaining provisions of these Terms & Conditions shall apply to the Customer.

27) Complaint Handling

Allied Bank has adequate complaint handling mechanism and procedures in place. Complaints may also be registered via the *MyABL Wallet app* in accordance with specified procedures or *MyABL Wallet app* user may approach to the bank via the Customer Service Support Center of the Bank for any complaint or issue including but not limited to matters involving Electronic Fund Transfer (EFT) transaction, agent related issues or any other complaint. The Customer shall immediately contact Customer Service Support Centre in case of an issue or complaint and provide necessary information/detail as may be required by the Bank. In case the Customer fails to provide the requisite information / detail or cause delay in submission thereof, the Bank shall not be liable for any loss or damage caused to the Customer. The contact details of Customer Service Support Centre are mentioned below:

- ABL Helpline : 111-225-225
- General Info : <u>info@abl.com.pk</u>
- Complaint Management Unit : <u>cm@abl.com</u> or complaint@abl.com

28) Customer Undertaking

Subject to the above terms and conditions, I hereby undertake to be solely responsible for all the transactions to be conducted via *MyABL Wallet App* using my Customer ID and Password/Pin. In this regard any failure, incapacity or inability on my part due to any reason whatsoever including but not limited to illness, disease, permanent disability, visual impairment, blindness and illiteracy will not relieve me from any liability and obligation towards Allied Bank Limited.

I hereby declare and confirm that the *MyABL Wallet App* will not be used for money laundering purposes; terrorist activity and the source of funds will not be illegal or unlawful.

Terms and Conditions for ABL Biometric/Face Login

1. These terms and conditions ("Terms") apply to and regulate your use of the ABL Biometric login service provided by Allied Bank Ltd. ("the Bank" or "we" or "ABL"). By undergoing the registration process to use the ABL Biometric login service, or using the ABL Biometric login

service, you accept and agree to these Terms. If you do not accept these Terms, please stop accessing or using the ABL Biometric login service.

- 2. The ABL Biometric login service is a service where you may use your fingerprint or face ID registered on a permitted mobile device in lieu of your ABL online/mobile banking username and password as a security code to confirm your identity to access the Bank's mobile banking services.
- 3. The ABL Biometric login service is provided as part of the Bank's electronic banking services, and accordingly:
 - These Terms are in addition to and shall be read in conjunction with the Customer Terms and any other documents forming part of our banking agreement (and any reference to the terms and conditions of the Customer Terms shall include reference to these Terms); the Customer Terms may be accessed at the following link:

https://www.abl.com/personal-banking/e-banking-services/myabl-wallet-app/

- The meaning of key words printed like this and other words used in our banking agreement is explained in our Customer Terms. Some additional key words which apply to the services referred to in these Terms are explained at the end of these Terms and Conditions
- In the event of any conflict or inconsistency, these Terms shall prevail over the Customer Terms and to the extent of such conflict or inconsistency.
- 4. You acknowledge and agree that in order to use the ABL Biometric login service:
 - You must be a valid user of our mobile banking services.
 - You must install our mobile app using a permitted mobile device
 - You will need to activate the fingerprint or face ID recognition function on your permitted mobile device and register at least one of your fingerprints or face ID to control access to the permitted mobile device.
 - You will be required to undergo a registration process using your ABL online/mobile banking username and password to choose to use the fingerprints or face ID you store on your permitted mobile device for accessing our mobile banking services; upon the successful registration process, the fingerprints or face ID stored on your permitted mobile device will be a security code.
 - You must ensure that only your fingerprints or face ID are stored on your permitted mobile device to access the device and you understand that upon the successful registration of your permitted mobile device, any fingerprint or face ID that is stored on your permitted mobile device can be used to access mobile banking including access to your accounts
- 5. You should ensure the security of the security codes as well as the password or code that you can use to register your fingerprints or face ID on the permitted mobile device.
- 6. You may still choose to access the mobile app using your ABL online/mobile banking username and password.
- 7. Each time the mobile app detects the use of a fingerprint or face ID registered on a permitted mobile device on which you have registered for ABL Biometric login service to access our mobile banking services or authorize transactions, you are deemed to have accessed the mobile banking services and/or instructed us to perform such transactions as the case may be
- 8. You acknowledge that the authentication is performed by the mobile app by interfacing with the fingerprint authentication module on the permitted mobile device and that you agree to the authentication process.
- 9. You can deactivate the ABL Biometric login service at any time using the left navigation menu of the mobile app once you are signed in.

- 10. If you inform us that the security of your face ID or fingerprints or other security code has been compromised, we may require you to change the security code, re-register your face ID or fingerprints or cease the use of the ABL Biometric login service.
- 11. You acknowledge and agree that, for the purposes of the ABL Biometric login service, the mobile app will be accessing the face ID or fingerprint registered in your permitted mobile device, and you hereby consent to the Bank accessing and using such information for the provision of the ABL Touch Login service.
- 12. You understand the need to protect your permitted mobile device and shall be responsible for all use of your permitted mobile device (whether authorized by you or otherwise) to access the ABL Biometric login service. In addition to and without subtracting the disclaimers and exclusions of liability in the Customer Terms:
 - You understand that the face ID or fingerprint authentication module of the permitted mobile device is not provided by the Bank, and we make no representation or warranty as to the security of the fingerprint authentication function of any permitted mobile device and whether it works in the way that the manufacturer of the device represents.
 - We do not represent or warrant that the ABL Biometric login service will be accessible at all times, or function with any electronic equipment, software, infrastructure or other electronic banking services that we may offer from time to time.
 - Unless a law prohibits us from excluding or limiting our liability, we are not liable for any loss you incur in connection with the use or attempted use of the ABL Biometric login service, or your instructions, or any unauthorized transactions through or in connection with the ABL Biometric login service.
 - You shall indemnify us from all loss and damage which we may incur in connection with any improper use of the ABL Biometric login service.

13. Meaning of words:

Permitted mobile device means Apple iPhone 5s or higher / Samsung Galaxy S6 / Samsung Galaxy S6 Edge Plus / Samsung Galaxy Note 5 and such other electronic equipment that we may enable for use with the ABL Biometric login service from time to time and includes the operating system or software that the device operates on.

Any person opening or operating an account is deemed to have read, understood and accepted these Terms and the applicable schedule of charges of ABL issued and amended from time to time by ABL.

I/we hereby acknowledge these Terms & Conditions of the Bank and undertake to comply with and act in accordance with all the requirements of the bank made from Time to Time.