

## Terms and Conditions

These Terms and Conditions shall apply to all such customer using **myABL** Personal Internet Banking. The access to **myABL** Personal Internet Banking is subject to approval by Allied Bank Limited. The terms and conditions are binding on the Customer and govern the use of **myABL** Personal Internet Banking. It is important for the Customer to read these Terms and Conditions carefully. By registering and/or using **myABL** Personal Internet Banking, the Customer unconditionally accepts and agrees to act in accordance with these Terms and Conditions. Allied Bank Limited may from time to time amend these Terms and Conditions. The Customer will be notified in advance of any changes in these terms and conditions within the time prescribed by SBP. The manner in which notification herein will be given to Customer is left within bank's sole discretion. The Customer will have the option to terminate **myABL** Personal Internet Banking if he does not agree with the amended terms and conditions. If the Customer continues to use **myABL** Personal Internet Banking after effective date of the amendment, the bank will have sufficient reason to believe that the Customer have read and agreed to the amended terms and conditions.

### 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.
- b. **Account (s)** refers to the Customer's banking relationships with Allied Bank Ltd including but not limited to bank account (an "Account" and collectively "Accounts"), so maintained with Allied Bank Ltd ("Allied Bank") which are eligible Account(s) for operations through the use of **myABL** Personal Internet Banking.
- c. **Account Information** means information pertaining to the Account(s) maintained by the Customer with Allied Bank.
- d. **Credit Card** refers to Customer's Visa Credit Card issued by Allied Bank.
- e. **Customer** refers to the Allied Bank Account holder who is authorized to use **myABL** Personal Internet Banking. In this document, all references to the Customer being referred in masculine gender shall be deemed to include the feminine gender also.
- f. **myABL** refers to the Retail Internet Banking Services offered by Allied Bank to its customers. **myABL** Personal Internet Banking is device agnostic and thus the term would interchangeably be used to include Internet as well as Mobile Banking.
- g. **Internet Banking Services** is one of the fastest and the most convenient way to access your Allied Bank Accounts on the Internet. Customers can view balances, transfer funds, pay bills online, purchase eTickets, make Mastercard QR retail payments and other services as Allied Bank may decide to provide from time to time. The availability/non-availability of a particular service shall be at the sole discretion of Allied Bank.
- h. **Personal Information** refers to the information provided by the Customer to Allied Bank.
- i. **Terms** refer to these terms and conditions for use of **myABL** Internet Banking.
- j. **Payments** shall mean any payment from the account(s) of the Customer held with Allied Bank using **myABL** Internet Banking.

### 2. Applicability of Terms and Conditions

These Terms and Conditions form the agreement between the Customer and Allied Bank for using **myABL** Personal Internet Banking. Customer shall apply to Allied Bank in the prescribed form as deemed applicable from time to time and include but not limited to online only means of providing customer consent for use of **myABL** Personal Internet Banking. Allied Bank shall be entitled at its sole discretion to accept or reject such applications. By using **myABL** Personal Internet Banking, the customer hereby acknowledges and agrees to have read and completely understood the Terms and Conditions and unconditionally and irrevocably agrees to be bound by these Terms and Conditions.

### 3. myABL Personal Internet Banking Access

The Customer upon successfully registering for myABL Personal Internet Banking would be required to select a password for subsequent access to myABL Personal Internet Banking. Customers are advised to change the password on a frequent basis. To verify and confirm the bill payments and fund transfers, or perform transaction the Customer shall also be required to enter a One-time Pin (OTP) that will be provided via SMS or Email.

### 4. myABL Personal Internet Banking Password and OTP Security

**The Customer** irrevocably and unconditionally undertakes to keep the password and OTP confidential at all times; and do not let any other/unauthorized person to have access to **myABL** Personal Internet Banking using the Customer Password. If it is discovered or suspected that Customer's Password or any part thereof or OTP is known to someone else, Customer shall immediately change the password using **myABL** Personal Internet Banking. In case of theft of customer's credentials for myABL (OTP, Password, ATM PIN) he/she must immediately inform ABL on our helpline number 111-225-225.

Whenever a Password is chosen, it must not be something that is likely to be guessed by someone and get access of Customer's account(s) via **myABL** Personal Internet Banking for example, Customer shall avoid choosing relative's birthday or any part of his telephone number to be Customer's **myABL** Personal Internet Banking Password.

- a. **If the Customer** forgets **myABL** Personal Internet Banking password, he/she may reset his/her password by choosing 'Forgot Password' option.
- b. **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) or other banking relationships with any unauthorized person. Allied Bank banking system will allow access and use of **myABL** Personal Internet Banking only when all mandatory fields are filled in with correct information. Customer shall ensure not to disclose any information particularly the Username, Password, ATM Pin Code and OTP with any other person. In case Username, Password, ATM Pin Code or OTP is compromised with 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 shall not disclose details of his Password, Security PIN/Codes (OTP) or ATM PIN to anyone, not even to a member of bank staff or to someone giving assistance on a technical helpdesk in connection with myABL Personal Internet Banking or any official from the government or any of its security agencies and other institutions.

### 5. Unauthorized Access

The Customer shall take all necessary precautions to prevent unauthorized and illegal use of **myABL** Personal Internet Banking and unauthorized access to the Account(s) or any other bank relationship registered for **myABL** Personal Internet Banking.

### 6. Financial Transactions through myABL Personal Internet Banking

- a. **Allied Bank** shall specify from time to time the limit for carrying out various kinds of financial transactions such as QR Retail Payments, Fund transfer, Bill Payments, Donation, Merchant Payments, PayAnyOne or purchase of digital products/eTickets through **myABL** Personal Internet Banking. 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. Allied Bank shall not be liable for any omission to make all or any of the payments or for late payments due to an unforeseen circumstances or event which is beyond the reasonable control of the Bank. In case of any suspicious transaction, the Bank may withhold the transaction or suspend operations of myABL Personal Internet Banking without disclosing any reason thereof.

Allied Bank, at its sole discretion, may also change the limits of financial transactions available to the Customer through myABL Personal Internet Banking with prior intimation to the Customer.

For viewing updated limits of electronic fund transfer and other transactions available through myABL, please visit ABL website URL.

### 7. Accuracy of Information

- a. **The Customer** is responsible for the correctness of information supplied to Allied Bank for use of **myABL** Personal Internet Banking. 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 myABL Registration form, Complaint form, within myABL for updating personal information or any other communication (On Call, email, via ABL website), 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.

In case of any query/complaint, please visit ABL website (<https://www.abl.com>) contact-us section or call ABL Helpline number 111-225-225.

### 8. Accounts Eligibility

By agreeing to be bound by these Terms & Conditions, Customer agrees that **myABL** Personal Internet Banking will be available on all eligible Accounts with the Bank whether open now or in future. However, the Bank will activate Electronic Funds Transfer (EFT) services through myABL Personal Internet Banking when Customer's consent will be obtained.

### Joint Accounts

- a. **In case of Joint Accounts**, financial transactions through **myABL** Personal Internet Banking, will be available if the mode of operation is indicated as 'either or survivor'. The Customer desirous of using **myABL** Personal Internet Banking should either be the Account holder and sole signatory or authorized to act independently in case of a joint account.
- b. **For such joint accounts**, independent registration will be performed by each of the joint account holder desirous of getting access to **myABL** Personal Internet Banking. All transactions arising from the use of Internet Banking in the joint account shall be binding on all the joint account holders, jointly and severally.

In order to use **myABL** Personal Internet Banking Customer must be registered with Allied Bank and comply with the registration and activation procedures prescribed by the Bank.

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

### 9. Transactions

- a. **All Transactions** under myABL Personal Internet Banking shall be carried out 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 Personal Internet Banking.
- c. **Allied Bank** shall not be required to independently verify any transaction; as it is effective as soon as the transaction is carried out over the internet thereby fulfilling the requirements. Allied Bank shall have no liability whatsoever if it does not or is unable to stop or prevent the implementation of any transaction once processed through myABL Personal Internet Banking.
- 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 and shall not be under any duty to assess the prudence or otherwise of any transaction and have the right to suspend the operations through myABL Personal Internet Banking if it has reason to believe that the Customer's transaction(s) will lead or expose to direct or indirect loss or may require an indemnity from the Customer before continuing to operate myABL Personal Internet Banking.
- e. Allied Bank shall not be liable for an amount that is entered by the Customer and/or if that is displayed on screen as a result of Bill Payment and purchase of item(s) or online shopping as the information in this regard is sourced (fetched) by myABL Personal Internet Banking from the third party systems (either directly or through intermediaries/aggregators) and the Customer accepts to make payment and perform financial transaction. This includes any charges/surcharges or fees that are applicable on that transaction as per the terms & conditions of such third party.
- f. The payments of Bills/Purchases will be the Customer's sole responsibility. From time to time, Allied Bank at its sole discretion can add to or delete from such list of Merchants/Billers or types of Payment Accounts that can be used in respect of making payments to a Biller/Merchant.
- g. **The Customer** shall be free to perform Mastercard QR Retail or eTicket Payments and 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 Internet Banking Service for any illegal or improper purposes.

For this, the Customer ensures that:

- a. **He shall provide Allied Bank** such information and/or assistance as is required by Allied Bank for the performance of myABL Personal Internet Banking and/or any other obligations of Allied Bank under this Agreement.
- b. **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, ATM PIN which may be assigned to him by Allied Bank from time to time.
- c. Transaction fee as may be applicable as per SOC will be debited directly from the account of the Customer. Please visit Allied Bank website (<https://www.abl.com>) for latest Schedule of charges (SOC).
- d. Transaction reversal will not be possible once Customer has given instruction(s) through myABL Personal Internet Banking. **Allied Bank** will be under no obligation to reverse any transaction made or originated by the Customer. However, if the Customer requests the Bank to reverse any transaction, 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.
- e. **The transfer** of funds to third party account(s) would require proper, accurate and complete details. The Customer would be required to fill in the account number of the person to whom the funds are to be transferred. In the event of any inaccuracy in this regard, the funds may be transferred to incorrect account(s).
- 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 the other.

## 10. Risks

The Customer hereby acknowledges that he utilizes myABL Personal Internet Banking at his own risk. The major risks involved using myABL Personal Internet Banking may include the following:

- a. **The Customer** acknowledges that in case any third person gets the account access information, he would be able to transfer fund and perform other transactions. The Customer shall ensure that the terms and conditions applicable to the use of myABL Personal Internet Banking particularly related to the password, OTP (One-time PIN) /Codes, ATM PIN must be complied with at all times.
- b. **The Internet** 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, there cannot be any guarantee from such Internet frauds, hacking, call spoofing and other actions that could affect the fund transfer or any other payments. The Customer hereby indemnifies the bank against all risks associated with the use of myABL Personal Internet Banking and arising out of the same.

The Customer shall access myABL Personal Internet Banking by logging on to official website <https://www.myabl.com> of Allied Bank or using prescribed mobile app(s) including myABL Personal Internet Banking (as are introduced presently or from time to time). Allied Bank never requests Customer for any confidential information e.g. Log in details, ATM PIN, Passwords or OTP (One-time PIN) /Codes through an SMS/Email or any other form of electronic messages nor will ask anyone else including any official from the government or any of its security agencies and other institutions to do so on Allied Bank's behalf. The Customer hereby undertakes not to provide confidential information on links sent through SMS/Emails or any form of electronic messages or phone call claiming to be from Allied Bank Limited or from the government or any of its security agencies and other institutions. All such SMS/Emails/Phone Calls requesting the Customer for personal information and/or Login credentials are scam/fraud so be aware of common phishing or social engineering attacks.

The Customer must ensure that any computer or other device he uses to access myABL Personal Internet Banking is adequately protected against Viruses. Using other people's devices to access myABL Internet Banking is not encouraged.

- c. **The transaction(s) for 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 Personal Internet Banking 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. Movie and event tickets cannot be cancelled or refund in any circumstances once order is successfully placed. Bus tickets can be cancelled 2 hours before the departure time. Charges may apply in case of cancellation or change in bus ticket.
- d. **The technology** for enabling electronic funds transfer (EFT) 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 Personal Internet Banking 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. In case EFT services are to be temporarily unavailable due to scheduled maintenance or upgradation of system etc. the Bank will inform the customers through SMS, email or newspaper advertisement etc. in advance.
- e. **The Customer** understands and accepts that Allied Bank shall not be responsible for any of the aforesaid risks and the Bank shall disclaim any liability in respect of the said risks.

## 11. Biometric Login

Biometric Login is a feature of myABL Personal Internet Banking apps for Android & iOS smartphones where the Customer can use Fingerprint/Touch ID or Face ID (only supported on iPhone mobiles with Face ID feature) registered on his mobile device in lieu of myABL User ID and Password as login credential to confirm his identity. In order to use Biometric Login, the Customer shall ensure as follows:

- a. **The Customer** must be a valid user of myABL Personal Internet Banking.
- b. **The Customer** must install myABL Personal Internet Banking app on Android Phone with Fingerprint Scanner or iPhone mobile with Touch ID/Face ID feature.
- c. **The Customer** must activate the fingerprint scanner function on his supported mobile device and register at least one of his fingerprints to control access through Biometric Login. The Customer using iPhone with Face ID feature must activate Face ID on his mobile to use Biometric Login.
- d. **The Customer** must undergo a Biometric Registration process using his myABL Username and Password and choose to use the fingerprints/face recognition data stored on his mobile device to login myABL Personal Internet Banking; upon successful Biometric Registration, fingerprints/face recognition data stored on the Customer mobile device will be a security code.
- e. **The Customer** must ensure that only his fingerprints/face recognition data is stored on his mobile device to login myABL Personal Internet Banking and understands that upon the successful Biometric Registration, any fingerprint/face recognition data that is stored on his mobile device can be used to access myABL Personal Internet Banking including access to his accounts.
- f. **The Customer** acknowledges that the authentication is performed by the myABL Personal Internet Banking interfacing with the fingerprint/Face ID authentication module on his mobile device and he agrees to this authentication process.
- g. **The Customer** understand that the fingerprint/Face ID authentication module of his mobile device is not provided by **Allied Bank**, and **Allied Bank** make no representation or warranty as to the security of the fingerprint/face authentication function of any supported mobile device and whether it works in the way that the manufacturer of the device represents.
- h. **Allied Bank** do not represent or warrant that myABL Personal Internet Banking Biometric Login will be accessible at all times, or function with any electronic equipment, software, infrastructure or other electronic services that we may offer from time to time.
- i. **The Customer** can deactivate myABL Personal Internet Banking Biometric Login at any time from Settings of the app available in the left navigation menu on Home Screen after login.
- j. **If the Customer** notice that the security of fingerprints/Face ID or other security code has been compromised, **Allied Bank** may require **the Customer** to change the security code, re-register his fingerprints/Face ID or cease use of the myABL Personal Internet Banking Biometric Login feature.

## 12. Communication Policy

- a. **The Bank** will make best efforts to provide the service and it is deemed that the customer shall have received the information sent from the Bank as an SMS/Email alert or confirmation provided on-screen during the course of transaction. The Bank shall not be under any obligation to confirm the authenticity of the person(s) receiving the SMS/Email alert. The customer shall not hold The Bank liable for non-availability of the service in any manner whatsoever.
- b. **The Customer** acknowledges that the SMS/Email alert provided by the Bank is an additional facility provided for the customer's convenience and that it may be susceptible to error, omission and/or inaccuracy. In the event the customer observes any error in the information provided through the SMS/Email alert, the Bank shall be informed immediately by the Customer about the same. The Bank will make best possible efforts to rectify the error as early as possible. The customer shall not hold the Bank liable for any loss, damage, claim and expense including legal cost that may be incurred or suffered by the customer on account of the SMS/Email alert.
- c. **The Customer** acknowledges that the clarity, readability, accuracy, and promptness of providing the service depend on many factors including the infrastructure, connectivity of the service provider. The Bank shall not be held responsible for any non-delivery, delayed delivery or distortion of the alert in any way whatsoever.
- d. By accepting the terms and conditions the customer acknowledges and agrees that the Customer may receive a call on the registered mobile phone number provided by the customer for the service or to any such number replaced and informed by the Customer, for the purpose of collecting feedback from the customer regarding certain products or services that the customer has purchased using myABL such as eTickets, their travel, the bus facilities and/or services of the bus.
- e. Grievances and claims related to the bus journey should be reported to the Bank support team within 10 days of your travel date.

## 13. Authority to Allied Bank for myABL Personal Internet Banking

- a. **The Customer** irrevocably and unconditionally authorizes Allied Bank to access all his Account(s) or other banking relationships for effecting banking or other transactions performed by **the Customer through myABL** Personal Internet Banking. Allied Bank reserves the right to set off any amounts owing to Allied Bank from Customer's account(s) or other banking relationships held with the Bank with or without prior notice.
- b. **The transactions** of the Customer shall be effected only after authentication of the Customer in accordance with the prescribed procedure for myABL Personal Internet Banking.
- c. **While 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 circumstance or event which is beyond reasonable control of Allied Bank including but not limited to any requirement of law.

#### 14. Liability of the Customer

- a. **Allied Bank** shall not be liable for any unauthorized transactions occurring through **myABL** Personal Internet Banking 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** Personal Internet Banking 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** Personal Internet Banking 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** Personal Internet Banking. Any penalties levied by any regulatory authority with regard to the Customer's use of **myABL** Personal Internet Banking shall be liability of the Customer.
- d. **Allied Bank** shall not be liable for any financial loss and damage which may incur in connection with improper use of **myABL** Personal Internet Banking Biometric Login.
- e. **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.

#### 15. Charges

- a. **The Customer** hereby agrees to bear the charges as may be stipulated by Allied Bank from time to time or as levied in the half-yearly Scheduled of Charges for availing **myABL** Personal Internet Banking. The Customer shall pay for all service charges, transaction fees and/or any other charges imposed by Allied Bank (if any) in respect of rendering services under **myABL** Personal Internet Banking.
- b. The Customer hereby agrees to bear the convenience fee imposed by third party service provider on purchase of eTicket service. Applicable convenience fee shall be shown along with total amount of purchase tickets for confirmation of payment. Allied Bank or third party eTicket service provider reserves all rights to vary service charges or impose additional fees or charges from time to time.
- c. **The Customer** hereby authorizes Allied Bank to recover the service charge (if any) from the Account(s) of the Customer or such other account as Allied Bank may deem fit. If funds are not available in the Customer's account Allied Bank shall recover the service charge in a manner as Allied Bank may deem fit along with such surcharge (if any) as may be decided by the Bank and/or withdrawal of **myABL** Personal Internet Banking without any liability to Allied Bank. Allied Bank reserves all rights to vary service charges, transaction fees and/or impose additional fees or charges from time to time.

#### 16. Applicability to Future Accounts

The Parties agree that if the Customer opens further Accounts with Allied Bank or avail any of the products/services of Allied Bank, and Allied Bank extends **myABL** Personal Internet Banking to such Accounts or products or services, the Customer undertakes to be bound by these Terms & Conditions for **myABL** Personal Internet Banking together with any other terms & conditions as may be applicable on such accounts or products or services.

#### 17. Indemnity

- a. **In consideration, Allied Bank** provides **myABL** Personal Internet Banking 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 as a consequence of or by reason of providing a service through **myABL** Personal Internet Banking and/or for any action taken or omitted to be taken by Allied Bank, its officers, employees or agents regarding the transactions/instructions of the Customer.
- b. **The Customer** shall pay Allied Bank such amount as may be determined to be sufficient to indemnify it against any such, loss or expenses even though they may not have arisen or are contingent in nature.
- c. **The Customer** shall take all necessary precautions to ensure that there are no mistakes and errors and that the information given to Allied Bank is error free, accurate, proper and complete in all respect. In case Customer's Account receives an incorrect credit by reason of a mistake committed by some other Person, Allied Bank shall be entitled to reverse the incorrect credit at any time whatsoever without the consent of the Customer. The Customer shall be fully liable and responsible to the Bank and accede to accept the Bank's instructions without questions for any unfair or unjust gain obtained by the Customer. Customer shall also notify Allied Bank for immediate reversal of incorrect credit in his account.
- d. **The Customer** shall also be responsible for any loss if he/she uses **myABL** Personal Internet Banking on rooted/jailbreak devices.

#### 18. Disclosure of Information

- a. **The Customer** agrees that Allied Bank or their contractors may hold and process his Personal Information and all other information concerning his Account(s) or other banking relationships, available on computer, in banking systems or otherwise in connection with the **myABL** Personal Internet Banking 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 inclusive of but not limited to participation in any telecommunication or electronic clearing network, in compliance with a legal directive or for fraud prevention purposes.

#### 19. 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 twenty one (21) days for such changes. Any change to the Terms & Conditions shall be communicated to the Customer through website of the Bank. By continuing to use any existing or new services as may be introduced by Allied Bank through **myABL** Personal Internet Banking, the Customer shall be deemed to have accepted the changed Terms & Conditions.

#### 20. Non-Transferability

The grant of **myABL** Personal Internet Banking to a Customer is purely personal in nature and not transferable under any circumstance and shall be used only by the Customer himself.

#### 21. Termination of myABL Personal Internet Banking

Allied Bank may withdraw or terminate the **myABL** Personal Internet Banking anytime either with reference to a specific service or 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. However, the Customer shall remain liable for the transaction(s) initiated through **myABL** Personal Internet Banking, Username and Password of the Customer unless cancelled (if possible) prior to the termination hereunder.

#### 22. 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.

#### 23. General

The clause headings herein are only for convenience and do not affect the meaning of the relative clause. Allied Bank may sub-contract and employ agents to carry out any of its obligations under this contract. 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 costs to use **myABL** Personal Internet Banking shall be borne by the Customer.

#### 24. Assignment

- a. **Allied Bank** shall be entitled to sell, assign or transfer Allied Bank's rights and obligations under these Terms and conditions and any security in favor of Allied Bank (including all guarantee/s) 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, assignment or transfer 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.

#### 25. 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 because of **myABL** Personal Internet Banking extended to and/or used by the Customer.

#### 26. Proprietary Rights

The Customer acknowledges that the software underlying **myABL** Personal Internet Banking as well as other Internet or mobile app related software which are required for accessing **myABL** Personal Internet Banking through web browser or via smartphone app are the legal property of the respective vendors. The permission given by Allied Bank to access **myABL** Personal Internet Banking 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** Personal Internet Banking or create any derivative product based on the software.

#### 27. 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, transaction history and the ability to perform financial transaction using bank's prescribed channels i.e. **myABL** Personal Internet Banking, Bank do not operate, control, or endorse any information, products or services of the third party on the Internet in anyway.

From time to time the bank may make available for payment/ purchase and/or may solely advertise its own or a third party products, services, discount offers through **myABL** Personal Internet Banking application or Email or Mobile Number provided for the purpose of **myABL** Personal Internet Banking. If in connection with any other agreements with the bank, the Customer has asked bank not to show/send him any marketing material (or if the Customer does so in the future), Customer agrees that this restriction will not apply to such advertisements.

#### 28. Jurisdiction

- a. **The Parties hereby agree** that any legal action or proceedings arising out of or under these Terms & Conditions for **myABL** Personal Internet Banking shall be brought in the courts at Lahore in Pakistan and irrevocably submit themselves to the jurisdiction of such courts.
- b. **Allied Bank may**, however, in its absolute discretion, commence any legal action or proceedings arising out of the Terms & Conditions for **myABL** Personal Internet Banking in any other court, tribunal or other appropriate forum, and the Customer hereby consents to that jurisdiction.
- c. **Any provision** of these Terms & Conditions for **myABL** Personal Internet Banking which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of the Terms & Conditions or affect such provision in any other jurisdiction.

#### **29. Customer Undertaking**

Subject to the above terms and conditions, I being the Customer hereby undertake to be solely responsible for the registration to **myABL** Personal Internet Banking using my personal information including ATM Card Number, ATM PIN and OTP delivered on my mobile number and all the transactions to be conducted via **myABL** Personal Internet Banking using biometric, my Username, Password and OTP. 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.