

Allied SMS Banking Terms & Conditions

As agreed at the time of subscription

These Terms and Conditions govern the use of the Allied SMS Banking. It is important for accountholder/customer to read these Terms and Conditions carefully. By registering and using Allied SMS Banking, accountholder/customer unconditionally accepts and agrees to act in accordance with these Terms and Conditions. In case of contradiction in these Terms & Conditions and other Terms & Conditions (if any) relating to Allied SMS Banking Service, these Terms & Conditions will supersede the prior ones. Allied Bank may from time to time amend these Terms and Conditions or Allied SMS Banking Service. Accountholder/customer will be notified of material changes only, within a reasonable period of time of the changes. The manner in which notification herein will be given to accountholder/customer is left within our discretion. Accountholder/customer will have 15 days from receipt of notification to terminate the Allied SMS Banking Service if he does not agree with the amended Terms and Conditions. If accountholder/customer continues to use Allied SMS Banking Service after bank has given accountholder/customer notice of the amendment/s and this falls within the 15 day period, or falls any time after the 15 day period has lapsed, bank will be entitled to assume that accountholder/customer have read and agreed to be bound by the amended Terms and Conditions.

These terms and conditions of use expressly and clearly specify:

- Customer's unqualified mandate and authorization to ABL to process, undertake and carry out all types of transactions in customer's account(s) when instructions are received through customer's registered mobile phone number through his mobile phone for using ABL SMS Banking;
- Customer's rights, duties, obligations and responsibilities when using ABL SMS Banking;
- The extent of customer's potential liability for loss using ABL SMS Banking;
- ABL's rights, obligations and responsibilities in relation to the provision of ABL SMS Banking;
- Other important aspects including privacy, termination of access to ABL SMS Banking etc.

1. DEFINITIONS

- a. "You" and "your" mean the accountholder/customer in respect of the account(s) accessible by using ABL SMS Banking;
- b. "We", "us" and "our" means Allied Bank Limited;
- c. "Account" means account associated with your registered Mobile phone Number;
- d. "Bank" or "ABL" shall mean and include Allied Bank Limited and/or its Branch;
- e. "Mobile Phone" shall mean the handset/device and the SIM card along with the accessories and necessary software for the GSM and CDMA phones, loaded with/containing/bearing the mobile phone number registered by the account holder/customer with ABL;
- f. "Instructions" means instructions, order, communication, operations or transactions transmitted through customer mobile phone for using ABL SMS Banking Service;

- g. "Registered Mobile Phone Number" shall mean the number specified and registered with ABL by the customer in writing either through application form provided by ABL or otherwise, for the purpose of availing the ABL SMS Banking Service facility;
- h. "M-PIN" or "Mobile Phone – Personal Identification Number" shall mean a secret numeric password or code consisting of four digits to be generated/crafted by the account holder/customer himself for the purpose of verification and authentication of his instructions;
- i. "Facility" shall mean the ABL SMS Banking Service for usage of product and other services as may be made available on the mobile phone by ABL from time to time;
- j. "Eligible Account" means individual account in customer sole name, joint account which customer hold with another person but only if the mandate are "either one to sign", Sole-Proprietorship account where beneficiary is individual customer and Minor-Guardian Account where guardian possess the right of use of account;
- k. "Terms and Conditions" means these terms and conditions including any amendment and any and all annexures, schedules, exhibits, appendices attached to it or incorporated by reference from time to time. These terms and conditions are supplemented by and in addition to the terms and conditions, which would be attracted prior to availing of ABL SMS Banking Service. In case there is a conflict or repugnancy between these terms and conditions and any specific terms and conditions, these terms and conditions would prevail for all intents and purposes.
- l. "Automated IVR Call" means such call that to conduct any transaction on SMS Banking. A secure automated IVR call is made to the customer on his registered mobile number to receive secret Mobile Pin. Transaction is completed after successful verification of the Mobile PIN.

In these ABL SMS Banking Services Terms:

- The words include and including shall not be construed as having any limiting effect
- The singular includes the plural and vice versa
- A gender includes the other genders
- The headings, if any, are used for convenience only and do not affect the interpretation of these ABL SMS Banking terms
- The words "in writing" include any communication sent by letter, facsimile transmission or SMS
- A reference to a document includes the document as modified from time to time and any document replacing it; and
- The word "person" includes a natural person/individual business etc.

2. APPLICABILITY OF TERMS AND CONDITIONS

With the signing and/or by using ABL SMS Banking, the account holder/customer thereby agrees to these terms and conditions, which form the contract between the Customer and the Bank. ABL SMS Banking Service shall be governed by such terms and conditions as amended by the Bank from time to time. These terms and conditions shall be in addition to and not in derogation of other terms and conditions relating to any account of the Customer and/or the respective product or the service provided by the Bank unless otherwise specifically stated.

3. SCOPE OF ABL SMS BANKING SERVICES

- a. ABL SMS Banking Service terms relate only to individual account in customer sole name, joint account which customer hold with another person but only if the mandate are "either one to sign",

Sole-Proprietorship account where beneficiary is individual customer and Minor-Guardian Account where guardian possess the right of use of account.

b. ABL SMS Banking Service will only be available for mobile phones and data connections which meet the required specifications and configurations as may be specified by the Bank from time to time and you agree to procure and maintain a mobile phone and data connection which meet these requirements at your own expense.

c. User Guidance on the operation of the ABL SMS Banking Service will be made available to you. You must follow all relevant user guidance whenever you access or operate the ABL SMS Banking Service.

d. ABL may inform you from time to time about changes to the way you should access or operate the ABL SMS Banking Service. You must observe all such changes when accessing or operating the ABL SMS Banking Service.

e. The scope features and functionality of the ABL SMS Banking Service will differ from the other Banking Services for other electronic channels, and may be varied by the Bank from time to time. You agree and acknowledge that:

- Certain services are not available on ABL SMS Banking Service and these services may or may not become available in the future; and
- Certain services which are currently available on the ABL SMS Banking Service may be discontinued with prior notice given to you.

Explanation: A notice as required to be served herein shall be deemed to have been served to accountholder/customer either dispatch through courier at the given address of the accountholder/customer or upon being published at least in one issue of a daily newspaper in English or Urdu language having circulation in the area in which branch situate.

f. You acknowledge and agree that the Bank may, in its sole and absolute discretion, by giving a notice may add to, vary, alter, suspend or remove any part of or all of the ABL SMS Banking Service, or any function or feature of the ABL SMS Banking Service from time to time, without incurring any liability.

g. Without prejudice, and for the avoidance of doubt, all provisions in the Internet Banking/Phone Banking terms relating to joint accounts, sole proprietorship account and guardian-minor accounts shall also apply to the ABL SMS Banking Service. Where conflicting or inconsistent instructions are received from two (2) or more account holders, the Bank shall be entitled to act on any one of these instructions without incurring any liability for any failure to act on the other instructions.

h. ABL SMS Banking Service may be normally available 24 hours a day, 7 days a week, and 365 days a year apart from planned downtime, circumstances beyond our reasonable control, and outages on any mobile phone network or where you are not in an area of mobile phone coverage. However, for failure of such service for any reason whatsoever, the bank shall not be liable to you in any manner and shall remain indemnified from you in all respects.

i. The accountholder/customer agrees expressly that the transactions originated using the mobile phones are non-retractable/recallable as these are instantaneous/real time.

4. ELIGIBLE ACCOUNTS

a. By agreeing to be bound by the terms of this agreement, you agree that the ABL SMS Banking Service will be available on all Eligible Accounts with the Bank, whether open now or in future. The ABL SMS Banking Service cannot be used on some types of accounts and the Bank will advise you from time to time as to which accounts are eligible

- b. In order to use the ABL SMS Banking Service, you must be registered by the Bank to use the ABL SMS Banking Service, and comply with the registration and activation procedures prescribed by the Bank in this behalf for the time being and/or in future. The mobile number used for Allied SMS Banking Service must be registered in the Bank's record.
- c. The final discretion to offer this ABL SMS Banking Service to an account holder/customer rests with the bank and if the bank decides, it may withdraw such a facility at any time by giving a notice to the account holder/customer.

5. LIMITATION OF MOBILE PHONE TECHNOLOGY

- a. The Customer accepts that mobile phone communication is a new and rapid advancing technology. Accordingly, while the Bank is committed to developing its mobile phone capabilities.
- b. The ABL SMS Banking Service may not meet all the customer's requirements or expectations
- c. The functionality of the ABL SMS Banking Service may from time to time be variable or limited or even not available at all.
- d. The Bank will endeavor to make sure the ABL SMS Banking Service continues to function, but its operation may be subject to interruptions and/or require periodic modifications, service and improvements; and
- e. To help reduce the risks, the Bank may set (and from time to time revise) limitations on the transaction size, funds transfer destination and other features/scope of the ABL SMS Banking Service and/or may set customer requirements, with the intimation to the account holder/customer.
- f. You agree that neither we, nor any of our officers and employees or any branch, affiliate or subsidiary of ABL, shall be responsible for failure of facility and or resultant loss to you or anyone else including for any electronic or mechanical defect, data failure or corruption, computer viruses and bugs or related problems that may be attributable including to telecommunications equipment and/or the services provided by any relevant mobile phone service provider etc.

6. SECURITY & ACCESS PROCEDURES

- a. Access to the ABL SMS Banking Service shall only be made by means of the M-PIN in accordance with procedures laid down by the Bank from time to time and which may be different from those issued for the other services. The Bank may also issue separate requirements, restrictions, instructions, activation and access procedures, or any additional conditions pertaining to the access and use of the ABL SMS Banking Service and the M-PIN, for the ABL SMS Banking Service and the transmission of Instructions ("Procedures"). All procedures may be varied by the Bank from time to time. You agree and undertake to be bound by and to comply with all of the procedures as may be issued by the Bank from time to time.
- b. The Bank shall not be bound by or obliged to take any action on any instructions which do not properly comply with the procedures and the Bank may reject such non-compliant instructions.
- c. You must secure the M-PIN. M-PIN must be kept strictly confidential and must not be disclosed to anyone else.
- d. You must at all times keep your M-PIN confidential and must not disclose it to any other person or write it down or record it in a manner that could result in its disclosure to others or misuse, for which disclosure or misuse, you hereby expressly indemnify the bank and agree further not to raise any claim against the bank.

- e. You must not leave your mobile phone unattended or permit any person access to your mobile phone in such a manner that he/she may access your M-PIN or the ABL SMS Banking Service, whether with or without your consent.
- f. In the event that you lose or replace or part with possession or control of your mobile phone used for Mobile Banking, you must immediately notify and instruct the Bank to revoke the M-PIN immediately, and you shall generate, craft and draft fresh/new M-PIN for ABL SMS Banking Service.
- g. All instructions received by the Bank which are associated with your M-PIN shall be deemed to have come from you and the Bank shall be entitled to rely on such instructions, whether these own or not having actually originated from you. You acknowledge that the Bank may not be able to reverse or annul any transaction executed based on your instructions.

7. APPLICATION FOR OBTAINING ABL SMS BANKING SERVICE

The accountholder/customer shall apply to the Bank for use of the ABL SMS Banking Service through a prescribed format of application made available by the Bank from time to time. The same shall be accepted only after authentication of the accountholder/customer through any mode of verification as shall be prescribed / stipulated by the Bank from time to time or as may be decided at the sole discretion of the Bank. The ABL SMS Banking shall be activated only on receipt of such application and after completion of verification process laid down by the Bank. The Bank has the absolute/sole discretion to accept and/or reject any application for ABL SMS Banking and without giving any reason thereof.

8. MOBILE PHONE SERVICE PROVIDER

- a. You agree that access to ABL SMS Banking Services will be effected through the relevant mobile phone service provider in the country from where such service is accessed and to this extent such access will also be subject to and governed by the relevant laws and regulations of that country and any terms and conditions prescribed by the mobile phone service provider in separate agreements with you.
- b. You will be responsible for all fees charges and expenses, including charges for overseas usage, which may be imposed by the mobile phone service provider in servicing your telecommunications equipment in connection with the use of ABL SMS Banking Service.
- c. You represent to the best of your knowledge that your telecommunications equipment through which access may be effected by any use of the account number and M-PIN are free from any electronic or mechanical defect, data failure or corruption, viruses, bugs and other similar problems. You agree that neither we, nor any of our officers and employees or any branch, affiliate or subsidiary of ABL, are responsible for any electronic or mechanical defect, data failure or corruption, computer viruses and bugs or related problems that may be attributable to your telecommunications equipment and/or the services provided by any relevant mobile phone service provider.

9. RESPONSIBILITIES & OBLIGATIONS OF THE CUSTOMER

- a. The accountholder/customer accepts that he/she shall be responsible for security and agrees to act prudently and in good faith by taking the security measures as stated in clause herein these terms and conditions and or else to safeguard the security of the M-PIN and the mobile phone.
- b. The Customer agrees that ABL SMS Banking Service is provided to him/her at his/her own risk and responsibility and subject to the terms and conditions.
- c. The Bank will provide the ABL SMS Banking Service to the registered customers in respect of only those account for which he/she is registered.
- d. The Customer will be liable for payment of airtime or other charges which may be levied by authorities including the telecom, in accordance with law and/or as per the terms and conditions of the telecom, in connection with sending and receipt of SMS messages, and the Bank is in no way concerned with the same.
- e. The Bank is not responsible for any loss or damage arising directly/indirectly from any malfunction or failure of the ABL SMS Banking Service.
- f. The Customer shall advise the Bank immediately in the event of any change in the information given on the application form, i.e. mobile phone number, account details, address etc.
- g. The accountholder/customer agrees to provide any additional information required by the Bank from time to time, for the purpose of making the ABL SMS Banking Service available to him/her.
- h. The accountholder/customer acknowledges that the SMS messages sent to him may contain confidential information and should such confidential information be sent to another individual through no fault on the part of the Bank, the Bank is in no way to be held liable rather shall remain indemnified from the account holder/customer.
- i. The account holder/customer has no objection and accepts that all information will be transmitted to and/or stored at various locations and is accessed by personnel of the Bank and its affiliates as the case may be.
- j. These terms and conditions apply on the ABL SMS Banking Service offered by the Bank to the Customer despite any change in the ABL SMS Banking Service name.
- k. The accountholder/customer will be responsible for all transactions, including fraudulent/erroneous transactions made through the use of his/her mobile phone, SIM card and M-PIN, regardless of whether such transactions are in fact entered into or authorized by him/her. The accountholder/ customer will be responsible for the loss/damage, if any suffered.
- l. The accountholder/customer shall take all steps possible to ensure that his/her mobile phone is not shared with anyone and shall take immediate action to deregister from ABL SMS Banking Service as per procedure laid down in case of misuse/theft/loss of the mobile phone or SIM card.
- m. The accountholder/customer will use the services offered by using the M-PIN in accordance with the procedure as laid down by the Bank from time to time.
- n. The accountholder/customer shall keep M-PIN and customized keywords (self-defined SMS commands to conduct transactions on ABL SMS Banking Service) confidential and will not disclose these to any other person or will not record them in a way that would compromise the security of the service(s).
- o. It will be the responsibility of the accountholder/customer to notify the Bank immediately if he/she suspects the misuse of the M-PIN. Accountholder/customer will also immediately initiate the necessary steps to reset his/her M-PIN.
- p. If the mobile phone or SIM is lost, accountholder/customer must immediately take action to inactive it from ABL SMS Banking Service.

- q. The accountholder/customer shall keep himself/herself updated with regard to any information/modification relating to the services offered under the facility which would be publicized on the websites and at the branches and accountholder/customer would be responsible for the same. Bank may also communicate with accountholder/customer from time to time using short message service (SMS) but bank cannot guarantee the accuracy or arrival of an SMS. Bank accept no liability whatsoever, and accountholder/ customer indemnifies the bank against any loss, expense, claim or damage whatsoever arising from any delay or failure by bank to send SMS.
- r. The accountholder/customer also agrees to lock his/her mobile phone devise or take other steps necessary to stop unauthorized use of mobile phone.
- s. The accountholder/customer hereby confirms, declares and acknowledges that the phone number provided to the bank is owned/in the control of the Customer and that, unless otherwise expressly intimated to bank in writing or as prescribed by the bank from time to time, any communication from and to the said phone number is and shall be with the knowledge of and within the control of the accountholder/customer.
- t. The accountholder/customer hereby confirms and undertakes to inform the bank forthwith upon any change in the phone number, the phone being outside the control of the accountholder/customer and/or any other change that may affect the provision of the ABL SMS Banking Service to the Customer.

10. LIABILITY OF ACCOUNTHOLDER/CUSTOMER

- a. The accountholder/customer declares expressly that he is opting to avail ABL SMS Banking Service at his specific request, cost and risk and that he is fully aware of the possible risks of loss he may come across as a result of misuse of his mobile phone.
- b. The accountholder/customer will be liable for all loss, including loss suffered by other persons, if you act fraudulently, either alone or together with any other person.
- c. You shall be liable and responsible exclusively for all transactions/ actions carried out/ undertaken by the bank on the instructions communicated through your mobile phone. In this respect it is repeat clarified that you shall be liable for all the loss(s) that may cause by virtue of using of the facility, without any let or reason on any account whatsoever including any of the plea of breach of security, inadvertent failure to maintain secrecy of your passwords, misplacing or snatching of mobile phone etc.
- d. The accountholder/customer shall be responsible to ensure discontinuation/cancellation of facility in case of any exigency at his end including snatching or misplacing of his mobile phone, divulgence or stealing of his password etc. It is however clearly understood by you that bank shall not be liable for any loss in case you may suffer or come across by the use of your mobile phone.
- e. It is repeat maintained that the accountholder/customer shall be liable for all loss as a result of breach of the terms and conditions contained herein or contributed or caused the loss by negligent actions or a failure to advise the Bank within a reasonable time about any unauthorized access in the account.
- f. The accountholder/customer shall be obliged and responsible for faithful compliance and adherence of all legal and commercial terms, conditions, regulations, rules and laws in respect of the mobile phone connection/SIM card/mobile phone through which the facility is availed and the Bank does not accept/acknowledge any responsibility in this regard.

11. LIABILITY OF BANK

The bank shall be liable to the accountholder/customer for:

- a. The loss caused to you because of failure of security system of the ABL SMS Banking Service; or
- b. Miscarriage of otherwise in order instructions from the accountholder/customer; or
- c. Fraud of staff of the bank which may results in loss or misplacing of funds or misdirected payments. Explanation: On proven through bank's duly constituted inquiry any of the above, the accountholder/customer shall be entitled to reimbursement from the Bank the amount of actual loss and the Bank shall not have any further or other obligations or liabilities to the Customer howsoever. In all other eventualities the accountholder/customer shall bear all the loss or damage as the case may be.

12. RIGHT OF THE BANK

- a. The Bank reserves the right to discontinue the ABL SMS Banking Service at its sole discretion without assigning any reason under however three (03) days prior communication to the accountholder/customer.
- b. The Bank reserves the right to discontinue ABL SMS Banking Service in the event of any breach of the terms and conditions of the service by the accountholder/Customer or other parties to the account by sending three (03) days prior communication to the accountholder/customer.
- c. The Bank will not be responsible for the failure of ABL SMS Banking Service due to any reason or factors whatsoever.
- d. The Bank reserves the right to determine the maximum amount per transaction and the number of transactions per day or as the case may be or payments executed through ABL SMS Banking Service on daily basis which may be amended from time to time at the Bank's sole discretion. However, in case of any change in the maximum amount of the transaction, the Bank shall inform the accountholders/ customers in the manner as shall be deemed appropriate by the bank.

13. GIVING INSTRUCTIONS

- a. The Bank will receive and in good faith act on instructions with respect to Customer's Account or other relationships with the Bank ("transactions"), subject always to the following:
 - i. The Bank shall ensure that before carrying out any instruction, the instruction is authenticated by checking the M-PIN, but without carrying any other further authentication or other steps the Bank shall be entitled (but not bound) to give effect to any instruction received, in the terms in which it was received. The Bank's record of any instruction shall (unless there is an obvious error) be final and binding.
 - ii. The Bank accepts no responsibility for the accuracy or completeness of data, or corruption, interception, deletion or loss of data due to the fault, failure or malfunction of the Customer's designated equipment.
 - iii. The accountholder/customer will be bound by any instruction received in conjunction with the accountholder/customer's M-PIN and for the resulting transactions.
 - iv. Normally an electronic acknowledgment will be issued once the Bank receives Instructions, but these may not be processed until the next batch processing day for instructions of that kind.

b. All instructions for using the facility shall be given in the manner prescribed by the Bank. The accountholder/customer is also responsible for the accuracy and authenticity of the instructions communicated/provided to the Bank and the same shall be considered to be sufficient to provide the facility.

c. The Bank shall not be required to independently verify the instructions unless countermanded by further revoke instructions. The Bank shall have no liability if it does not or is unable to stop or prevent the implementation of the initial instruction or execute stop payment instructions issued by the accountholder/customer.

d. Where the Bank considers the instructions to be inconsistent or contradictory it may seek clarification from the accountholder/customer before acting on any instruction as it may think fit.

e. The Bank may refuse to carry out any or all instructions without assigning any reason and shall not be under any duty to assess the prudence or otherwise of any instruction; and have the right to suspend the operations if the Bank has reason to believe that the accountholder/customer's instructions will lead or expose to direct or indirect loss or may require a specific indemnity from the accountholder/ customer or discontinue the facility.

f. The instructions of the accountholder/customer shall be effected only after authentication by the accountholder/ customer of the mobile phone number, ABL SMS Banking M-PIN or Transaction password or through any other mode of verification as may be stipulated at the discretion of the Bank.

g. The Bank shall endeavor to carry out the instructions of the accountholder/customer promptly, provided that the Bank shall not be responsible for the delay in carrying out the instructions due to any reason whatsoever including system or human error or failure of operational system or because of any requirement of law.

14. COMPLAINTS

The Bank shall endeavor to attend and respond queries and complaints from the accountholder/customer. The accountholder/customer may send their complaints to the following address:

<https://www.abl.com/contact-us/complaints/>

Or can contact at 24/7 Allied Phone Banking: 111-225-225

15. CUSTOMER'S INDEMNITY TO BANK

The accountholder/customer hereby agree to indemnify and keep fully indemnified the Bank, its employees, its co-branders against any loss, action, claim, demand, expenses (including legal fees on a full indemnity basis) suffered or incurred arising from the accountholder/customer's access and/or use of ABL SMS Banking Service save and except for such losses and damages directly caused by the Bank's gross negligence or fraudulent conduct as provided in clause 11 supra.

16. AMENDMENTS IN ABL SMS BANKING SERVICES AND TERMS OF USE

We may at any time modify, add to or delete under prior notice to customer:

- a. Any of the ABL SMS Banking Services/ features; or
- b. Any of these terms and conditions of use

17. FEES AND CHARGES

Any fee/charge applied to this service will be made available in the schedule of bank charges which are available from any branch or on ABL website i.e. (www.abl.com). In the event if you are not ready to pay fee/charge you should inform us. You may incur charges from a mobile phone operator including charges for sending or receiving SMS messages. Any such charges are your sole responsibility and any matters regarding these charges should be raised with your mobile phone service provider.

18. SUSPENSION OR TERMINATION OF SERVICES

Notwithstanding anything herein to the contrary, the Bank may at any time, in its absolute discretion suspend or terminate your right of access to any of the ABL SMS Banking Service by sending an intimation to you without any obligation to give any reasons.

a. The Bank will automatically terminate your right of access to the ABL SMS Banking Service should you cease to maintain any account with the Bank which can be accessed via the ABL SMS Banking Service or should your access to such account be restricted by the Bank or any other party to the account or by any act of law for any reason.

b. You may terminate the ABL SMS Banking Service by giving prior written notice to the Bank against due acknowledgment. The ABL SMS Banking Service will be cancelled as per the process from the date of the Bank's receipt of the notice of termination and you agree that the Bank shall not be obliged to affect any of your Instruction received on any day falling after the receipt of your notice of termination. The Bank reserves the right to terminate the ABL SMS Banking Service for any reasons whatsoever, provided the bank gives you a three (03) days prior written notice.

c. You acknowledge that termination will not affect your liability or obligations in respect of instruction/transactions processed by the Bank on your behalf prior to coming into effect the termination notice either from you or from the Bank.

19. SETTLEMENT

We shall not print or issue any advice or confirmation for any transaction conducted via ABL SMS Banking Service although any such transaction will be recorded in the statement issued by us. A transaction is completed instantaneously if done before the cutoff time reckoned at the location of our data and operation system. If it is done after the cutoff time at such location, it will be completed as a transaction at next business day value. The transaction details, account balances and other information as shown in your telecommunications equipment are for reference only. Those transaction details and account balances as recorded by us will be conclusive (for example, as to the balance, the type and amount of the transaction and the time and date it occurred).

20. FORCE MAJEURE

No party shall be liable for any failure to perform its obligations under this Agreement if the failure results from a force majeure event (defined below). For purposes of this agreement, a "Force

Majeure Event" is an event which is beyond the reasonable control of a party and shall include acts of God, government, civil or military authority, civil or labor disturbance, strikes, criminal or terrorist activity, wars, fires, explosions, earthquake, subsidence, storms, floods, and disease, epidemic, or health quarantines.

21. GOVERNING LAW

Any dispute or differences arising out of or in connection with the ABL SMS Banking Service shall be subject to the exclusive jurisdiction of the courts of at Lahore - Pakistan. The Bank accepts no liability whatsoever, direct or indirect for noncompliance with the laws of any country other than that of Pakistan. The mere fact that the ABL SMS Banking Service can be accessed by the accountholder/customer in a country other than Pakistan does not imply that the laws of the said country govern these terms and conditions and/or the operations in the accounts of the accountholder/customer and/or the use of the ABL SMS Banking Service.

22. EVIDENCE

- a. You agree that all instructions transmitted by your mobile phone or otherwise issued by you, though in electronic form and you agree not to dispute or challenge the validity or enforceability of any instruction on the grounds that it is not a written document and you hereby waive any such right you may have under any law.
- b. You agree not to challenge the admissibility of any instruction on the grounds that it is made in electronic form; and
- c. You acknowledge and agree that the Bank's records and any records of your instructions made or performed, processed or effected through the ABL SMS Banking Service by you or any person purporting to be you, or any record of transactions relating to the ABL SMS Banking Service and any record of any transactions maintained by any relevant person authorized by the Bank relating to or connected with the ABL SMS Banking Service, whether stored in electronic or printed form, shall be binding and conclusive on you for all intents and purposes whatsoever and shall be conclusive evidence of the instruction and transactions and your liability to the Bank. You hereby agree that all such records are admissible in evidence and that you shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were incorporated and/or set out in electronic form or were produced by or/are the output of a computer system, and hereby waive any of your rights (if any) to so object.

23. DISCLAIMER

The accountholder/customer is solely responsible for protecting his M-PIN or mobile phone. The Bank will not be liable for:

- a. Any use of the accountholder/customer's M-PIN or Mobile Phone unauthorized or for any fraudulent, duplicate or erroneous use;
- b. Instructions/triggers given by use of the unauthorized MPIN or Mobile Phone;
- c. Acting in good faith on any instructions/triggers received by the Bank;
- d. Error, default, delay or inability of the Bank to act on all or any of the instructions/triggers;
- e. Loss of any information/instructions/alerts in transmission or financial;

f. Unauthorized access by any other person to any information/instructions/triggers given by unauthorized or breach of confidentiality.

The Bank will not be concerned with any dispute between the accountholder/customer and the cellular service provider and makes no representation or gives no warranty with respect to the quality of the service provided by the cellular service provider or guarantee for timely delivery or accuracy of the contents of alerts.

24. RECORDS

All records of the Bank relating to the account and/or arising out of the use of the facility, including the recorded time of the transaction and the authorized user originating the transaction, shall be conclusive proof of the genuineness and accuracy of the transactions in the account. The authority to record the transaction details is hereby expressly granted by the accountholder/customer to the Bank.

25. NOTICES

Notices under these terms can be given by the Bank in writing by either of the following ways:

- a. deliver by hand or send by post to the last address given by the accountholder/customer,
OR
- b. deliver by Electronic means such as Email Address &/or Mobile Number given by account holder/ customer.

Notice(s) sent by using one or more of the means above shall be presumed to have been sufficiently served to the intended accountholder/customer. In addition the Bank may also publish notices of general nature, which are applicable to all the accountholder/customer, in a newspaper or on its website/Social Media pages. Such notices will have the same effect as a notice served individually to each the accountholder/customer. Unless specified otherwise, the notice and instructions will be deemed served 7 days after its placing on website, social media pages or publishing in newspaper and will be treated as part of these terms and conditions.

26. DISCLOSURE

The accountholder/customer accepts that all information/ instructions will be transmitted to and/or stored at various locations and is accessed by personnel of the Bank. The accountholder/customer authorizes the Bank to provide any information or details relating to The accountholder/customer or his Account to the Mobile Phone Service Provider or any other service providers so far as is necessary to give effect to any instruction.

27. OUR INTELLECTUAL PROPERTY

The Bank retains all copyright and other intellectual property rights in all material, including logos and other graphics and multimedia works published on or via the ABL website, Social Media Pages or ABL SMS Banking Service. You are authorized to view and download one copy to a local hard drive or disk, print and make copies of such printouts provided that:

- a. The material is only used for considering or using ABL SMS Banking Service and for no other commercial purposes; and
- b. Any reproduction of any portion of our proprietary material must include our entire copyright notice;
- c. The logos and trademarks shown via ABL are our registered and trademarks or those of third parties. Nothing contained on our online ABL SMS Banking Service should be construed as granting any license or right to use any trademark or other intellectual property without our prior written permission or that of the relevant third parties.

28. TRANSMISSION OF INFORMATION AND SECURITY TIPS

Information transmitted via an unsecured link over an online or ABL SMS Banking Service is susceptible to potential unlawful access, distortion or monitoring. ABL will never request it's accountholder/customer for any confidential information e.g. such as Login details, ATM card pins, Passwords or Mobile PIN (MPIN) codes and we will not ask anyone else to do so on ABL behalf. So NEVER provide your confidential information on links sent through e-mails/SMS or any form of electronic messages claiming to be from Allied Bank Limited. All such e-mails/SMS requesting you for your personal information are SCAM/FRAUD. So be aware of phishing and common social engineering attacks. Therefore, you must comply with the security standards. Against unlawful activities by any unscrupulous persons, you accept not to hold us liable for any loss, harm or damage you may suffer or come across in this behalf. To limit these risks, we may request independent verification of any information transmitted by us from time to time.

29. ASSIGNMENT & SUBCONTRACT

- a. This agreement is personal to you, and you shall not be entitled to assign, charge or otherwise deal with this agreement in any way.
- b. The Bank may at any time delegate or subcontract any rights or obligations under this agreement to any third party, and appoint third party agents/or subcontractors or service providers to provide the whole or part of the ABL SMS Banking Service.

30. PROPRIETARY RIGHTS

The Customer acknowledges that the facility is the legal property of the Bank. The permission given by the Bank to access the facility will not convey any proprietary or ownership rights in the above.

31. SEVERABILITY

If any of these terms and conditions of use is held to be invalid, illegal or unenforceable, that term/condition will be severed and the remaining term/conditions of use will be enforceable.

32. RISK DISCLOSURE STATEMENT

The mobile telecommunications channel is subject to inherent technological deficiencies, network traffic congestion and other extraneous factors beyond the Bank's reasonable control. For these

reasons, mobile telecommunications is not always a reliable medium of communication. The accountholder/ customer acknowledges and agrees that, as a result of any of the above factors, there may be failure or delays in the Bank's receipt of instructions and consequential failure or delays in the execution of instructions, and / or the execution of instructions at prices different from those prevailing at the time the instructions were given. Such failure or delays are more likely when there are high volumes of instructions on the ABL SMS Banking Service. The accountholder/customer further acknowledges and agrees that there are risks of interception of instructions and that such risk shall be borne by the accountholder/customer. The accountholder/customer acknowledges and agrees that it is not usually possible to cancel an instruction after it has been given.

33. ACCOUNTHOLDER/CUSTOMER AWARENESS

- a. The main security feature of the Service is the four (4) digits MPIN, which you use to authenticate and authorize transaction requests from Your Registered Mobile number. The security of the MPIN must not be endangered or compromised by choosing an MPIN that can be easily guessed, such as four (4) of the same numbers or numbers in sequence such as 1234, year of birth or car registration number etc.
- b. You must not under any circumstances store Your MPIN on Your Mobile phone in any way whatsoever. If your mobile phone somehow automatically stores Your MPIN, the onus is on you to delete it.
- c. If anyone obtains Your MPIN and SIM with the Registered Mobile number, from our perspective, any transactions authorized by this other person are legitimate and will be acted on. You will be liable for any transactions processed during this period until you advise us to suspend or block the Service. Only transactions requested from the Registered Mobile number will be considered as legitimate and will be acted on. The MPIN should never be sent on an SMS to anyone, including Allied Bank. When authorizing a transaction, follow the instructions on the dialed in automated IVR call to complete the transaction successfully.
- d. The accountholder/customer must be aware of the risk of linking multiple accounts with Allied SMS Banking i.e. if the accountholder/customer mobile phone/SIM/M-PIN is compromised than all their linked accounts could be exposed.
- e. Keep personal information private:
 - i. Do not disclose personal information such as address, mother's maiden name, telephone number, bank account number or e-mail address
- f. Keep records of transactions:
 - i. Regularly check transaction history details and statements to make sure that there are no unauthorized transactions.
 - ii. Review and reconcile periodical bank statements for any errors or unauthorized transactions promptly and thoroughly.
 - iii. Immediately notify the bank if there are unauthorized entries or transactions in the account.
- g. Be vigilant while initiating or authorizing/responding to transactions.
 - i. Before doing any transactions or sending personal information, make sure that correct wireless banking number and message format is being used. Beware of bogus or look alike SMS messages which are designed to deceive consumers.
- h. Take special care of your mobile phone.

- i. Do not leave your mobile phone unattended. It may be used wrongfully by someone having access to your personal information and/or MPIN.
- j. Learn by heart and keep handy your account blocking procedures
- i. In case your mobile phone is snatched / stolen please immediately proceed with account blocking/theft reporting procedures. For this, you need to familiarize yourself with the following procedures to be followed, learn by heart the number provided by your bank for the purpose and either remember or keep handy the information such as your account number, CNIC number, secret questions etc.

DEACTIVATION PROCESS:

In case Mobile Phone/SIM is lost/theft/stolen, Allied SMS Banking Service can be temporarily blocked, following is the step by step process:

Step1: Customer will call Allied Phone Banking on 111-225-225 or +922135301094 and request to block Allied SMS Banking temporarily.

Step2: Allied Phone Banking Agent will verify the Customer

Step3: After adequate verification, Allied Phone Banking Agent will temporarily block Allied SMS Banking on accountholder/customer request.

Note: The Customer's Account will also be marked temporary blocked upon entering three times consecutive wrong/Invalid M-PIN. The subsequent reactivation in this case will be through Allied Phone Banking at 111-225-225.

34. GENERAL

The clause headings in this agreement are only for convenience and do not affect the meaning of the relative clause.

- a. The facility would be available during timings specified by the Bank from time to time and transactions would be carried out on the same day or on the next working day depending upon the time of logging in of the transaction.
- b. The Bank shall use its best endeavors to effect payments/ carry out instructions received by it within such time as may be specified by the bank, however the bank does not guarantee for the payment/fulfillment of instructions/ availability of the ABL SMS Banking facility within such specified time frames since the ABL SMS Banking facility depends on various electronic technology used from time to time and may pass through various intermediaries, which could cause delays and snags in receipt/transmission of any instructions by/from the bank from/by the accountholder/ customer. Accordingly, the bank shall not be liable for any loss, damage whether direct or indirect, costs, charges or expenses incurred by the accountholder/customer due to a delay/inability in providing the ABL SMS Banking facility.
- c. The ABL SMS Banking facility shall be available in certain specific regions and to the subscribers of phones of certain specific telephone service providers
- d. The Bank may, for any reason whatsoever decide not to make the payment and shall communicate through SMS such a decision to the accountholder/customer as soon as practicable.

The Bank shall not be held liable for any loss, damage whether direct or indirect, costs, charges or expenses incurred by the accountholder/customer in this regard.

e. The ABL SMS Banking facility will be available to the accountholder/customer only if the accountholder/customer is within the cellular circles of the telephone service providers or in the circles forming part of the roaming network of such telephone service providers.

f. The Bank reserves the right to limit, the amount and frequency of payments that a customer may make by using the ABL SMS Banking facility, with prior intimation to the Customer. The Bank further reserves the right to alter/amend/modify the limits as imposed with prior intimation to the Customer.

g. Without prejudice to the generality of the aforesaid, processing of all the instructions is subject to the availability of free, clear and available funds / limits in the customer's bank account. In the event of clear funds/limits not being available, the Bank shall not process the instructions and shall not make payments. The accountholder/customer understands that the Bank shall not be liable for any late charges, penalty, loss, damage, expenses, whether direct or indirect, incurred/to be incurred by the accountholder/ customer in this regard and/or the utilities/services not being delivered to the customer by the merchant establishments on account of such non processing of instructions and the customer hereby agrees not to hold the bank liable in this regard.

h. The accountholder/customer specifically authorizes the bank to conduct/carry out the instructions of the customer sent to the Bank using the phone, without any call back to the customer for seeking any confirmation on the instructions of the customer.

i. The accountholder/customer shall ensure that the bank's charges are always duly paid to the bank and the bank shall be entitled to debit the customer's ABL account(s) or recover its charges from the accountholder/customer in any manner it deems fit. If the accountholder/customer defaults in making payment of the charges to the bank, the bank shall be entitled (without prejudice to any other right or remedy it may have) to charge the customer with a late payment charges at the rate applicable to bank's borrowers for delayed payment on all late payments from the date the charge was required to be paid till the actual date of payment.

j. The accountholder/customer acknowledges that ABL SMS Banking facility is dependent on the infrastructure, connectivity and services provided by the telephone service providers and the intermediaries engaged by the bank. The accountholder/customer accepts that timeliness, accuracy and readability of SMS/alerts/instructions/information shall depend on factors affecting the Mobile Phone Service Providers and Intermediaries. The Bank shall not be liable for non-delivery or delayed delivery of SMS/alerts/ instructions/information, payments, error, loss or distortion in transmission of Information and instructions to/from the accountholder/customer or the merchant establishments.

k. The Bank shall endeavor to provide the ABL SMS Banking facility on a best effort basis and the accountholder/customer shall not hold the bank liable for non-availability of the ABL SMS Banking facility or any part thereof or nonperformance by any telephone service providers or intermediaries or any loss or damage caused to the accountholder/customer as a result of use of the ABL SMS Banking facility (including relying on the alerts/information for the accountholder/customer 's investment or business purposes) for causes which are not attributable to the bank. The bank shall not be liable in any manner to the customer in connection with the use of the ABL SMS Banking facility.

l. The Bank shall be entitled to rely upon all electronic communications, orders or messages of the accountholder/ customer whether received by e-mail, SMS, on phone or otherwise in the manner prescribed for the same from time to time by the bank and the bank shall not be obliged to verify

or make further inquiry into the identity of the sender, or the message integrity, or any communications, orders or messages. The accountholder/customer shall in no circumstance dispute such reliance by the bank. The customer shall be responsible for the mobile phone and any usage of the same, whether by a third party or any other person, shall be deemed to be a usage by the customer. It shall be the sole responsibility of the customer to inform the bank in writing about any change with regard to the Mobile Phone number(s) and the bank shall not be, in any way, liable or responsible for any loss, damages, costs, charges or expenses suffered/incurred by the accountholder/customer by reason of his failure to do so.

m. The Bank shall not be liable in contract, tort or otherwise for any direct, indirect or consequential loss or damage sustained by the accountholder/customer by any direct or indirect use of or reliance on the electronic communication, orders or messages whether with or without the utilization of any security measures, including but not limited to any loss or damage resulting as a consequence of any defects, delays, interruptions, errors, inaccuracies or failures in the various communications and the bank specifically excludes the same to the fullest extent permitted by law even if the bank shall have been advised in advance of the possibility of such damages.

n. The Bank reserves the right, but shall not be obliged, to make from time to time changes, enhancements, and/or modifications to the ABL SMS Banking facility offered by the Bank

o. The Bank reserves the right to, from time to time at its sole discretion, but with prior intimation to the customer, charge fees for the provision of any and/or all of the ABL SMS Banking Services facility, as per Bank's schedule of charges and recovers applicable taxes, if any.

p. The accountholder/customer undertakes to provide to the bank from time to time with such information and/or render such assistance as is required by the bank for the performance of its obligations for the provision of the ABL SMS Banking facility.

q. While the bank shall endeavor to ensure that the payments for utilities/services would be permitted in the various modes made available under these terms and conditions and the specific terms and conditions, the bank may, however, restrict the payment of certain utilities/services in certain modes. Further, bank may, from time to time, withdraw or add modes of payment under these terms and conditions and the specific terms and conditions.

r. The accountholder/customer hereby agrees and acknowledges that all information that would be provided by the accountholder/customer under or in respect of the ABL SMS Banking Service, including the details of the e-mail identity of the accountholder/customer, the bank account number and the phone number(s) could be updated in the general systems of the bank. The customer is deemed to have consented to the usage of all such information for other services of the bank.

DECLARATION:

This is to confirm as under:

- That I ("accountholder/customer") hereby confirm to have received, read and completely understood the Terms and Conditions for Allied SMS Banking Services.
- That these terms and conditions shall form and constitute a legal contract between ABL and me in relation to use of Allied SMS Banking Services.
- As a token of acceptance of these terms and conditions, I ("accountholder/customer") have signed/affixed my thumb impression hereunder

Accountholder/Customer

Signature / Thumb Impression