

Terms and Conditions Governing myABL Business (For View Only Rights)

These terms and conditions govern use of myABL Business (For View Only Rights) by the "Client". These terms & conditions shall operate as a legally binding Agreement between you and us ("Allied Bank Limited") for governing our relationship.

DEFINITIONS

In these Terms and Conditions, the following words and phrases have the meaning set opposite to them, unless the context indicates otherwise:

- a. "**myABL Business**" is Allied Bank's online/Internet banking service exclusively designed and developed for Business and Institutional Customers.
- b. "**ABL**" means Allied Bank Limited, a banking company incorporated under the laws of Pakistan and having its registered office at 3-4 Tipu Block, New Garden Town Lahore, which term shall include its successors and assigns. For the avoidance of doubt, where the context so requires, the term "ABL" shall be deemed to mean an individual branch or branches of ABL.
- c. "**Account**" means any current or savings account(s) maintained by the Client with ABL in the name of the Client and nominated on the User Registration Form for operation through the use of the Internet Banking Services.
- d. "**Client**" means a corporate or business customer of ABL that registers for use of the Internet Banking Services, which term includes partnerships, societies, trusts, associations, single member companies, public and private Companies and financial institutions as mentioned in the relevant User Registration Form submitted to ABL.
- e. "**User ID**" means the user identification provided to the Client by ABL to enable the Client to access its Account(s) with ABL through the Internet Banking Service.
- f. "**Password**" means such passwords, digital signatures or other means of authentication as ABL may specify from time to time to be used for the purposes of accessing and issuing Instructions in respect of the Accounts and the Internet Banking Service and includes any and all electronic keys, logon identifiers, passwords and other codes and access procedures issued by ABL from time to time in order to enable the Client to access and/or use the Internet Banking Service.
- g. "**Content**" means all text, software (including any html, Java script, Java, CGI script or any other computer code), music, sound, photographs, video, graphics, graphical user interface, forms, diagrams or other material, used in connection with, incorporated or contained in or presented to the Client through the Internet Banking Services.
- h. "**Instruction(s)**" means any instructions, orders, directions or requests transmitted through the Internet Banking Service and digitally signed and/or authenticated, whether individually or collectively, with the Client Password(s) in accordance with ABL's prescribed procedures and requirements and shall include all applications, requests and instructions which have been submitted in electronic form via the Internet Banking Service whether of a financial or non-financial nature.
- i. "**Internet Banking**" refers to ABL's Internet services through which access is provided to account information, Such Internet Banking services may be provided by ABL directly or through its associates or contracted service providers.
- j. "**User**" means a person mentioned in the myABL Business User Registration Form who is authorized and empowered by the Client and accepted by ABL for the purposes of utilizing the Internet Banking Service.
- k. "**User Registration Form**" shall mean, collectively, the application form for the Service submitted by the Client to ABL along with application forms submitted to ABL for the purposes of authorizing additional User(s) from time to time.
- l. "**Website**" refers to www.abl.com, which is owned, operated and maintained by ABL for inter alia offering its Internet Banking Services to its Clients.

1. **Scope:** These terms and conditions govern our relationship regarding myABL Business, Allied Bank Limited reserves the right to change the terms and conditions at any time. Any such change may be notified to you, in writing or by being published on the Website or through any other mode as may be desired by Allied Bank Limited. These terms and conditions shall be in addition to and not in derogation of the terms and conditions that are applicable to any Account maintained with and/or any Product(s) and Services provided by Allied Bank Limited.
2. **Security of Passwords:** You agree that you are entirely responsible for maintaining the confidentiality of your Password. You agree to immediately notify us if your Password is lost, stolen or disclosed to an unauthorized third party or otherwise may have been compromised. You agree to immediately notify us of any other breach of security in relation to the myABL Business that comes to be known to you. You agree that you shall be solely responsible for any and all activities that occur using your Password whether done by you or someone else, whether authorized or not. Under all circumstances, any activity performed using clients' password shall be the responsibility of the client. You should change your Password regularly and make sure that you do not choose a Password you have used before.
3. **Contents & Services:** Allied Bank Limited reserves the right to change or discontinue the contents and services made available on the myABL Business at any time.
4. **Shared Facilities:** You are advised not to access the services provided to you under these Terms & Conditions (the "Agreement") by using any device available at a public place or any device which might be shared with others. Such use may expose you to risks or breach of the security, integrity and confidentiality of your use of the myABL Business. You must not leave your System/Device unattended while you are logged online to the myABL Business. Make sure that you have logged off after each session.
5. **System Integrity:** You shall not use any device or software or other equipment/tool to interfere or attempt to interfere with the standard working of the myABL Business or a transaction related to it.
6. **Virus Protection:** You must take all reasonable and practical measures to ensure that any computer or other device from which you access the myABL Business is free of all types of viruses or similar software including but not restricted to, devices commonly known as software bombs, Trojan horses and worms (together "Viruses") and is adequately maintained in every way. The myABL Business can be accessed using the internet, whether private or public internet, over which the ABL has no control. You must therefore ensure that any computer or other device you use to access the myABL Business is adequately protected against acquiring Viruses.
7. **Security:**
 - a. You acknowledge that internet-based communications might not be totally secure and despite best efforts there remains the risk of unauthorized access and hacking. Allied Bank Limited, therefore, does not assume any liability for unauthorized invasion of the myABL Business by third party or corruption of the data.
 - b. If you become aware of any transaction on any of your accounts that has not been performed by you, you must notify us immediately in writing at **business.ib@abl.com** or by calling our call center on 111-225-225 or your concerned Allied Bank Limited Branch for reporting such suspicious / disputed transaction. It has to be noted that ABL shall not be liable for any such suspicious / disputed transaction.
8. **Site Material:** Nothing on the myABL Business should be interpreted to be an invitation or offer relating to an investment or to engage in any other transaction. Allied Bank Limited assumes no risk or responsibility as regards use of the contents of the myABL Business including the information or communication from any cyber linked sites.
9. **Copyright and Trademark:** All contents of the myABL Business including contents within the Internet Banking, such as text, graphics, icons, images and software ("Materials") is the exclusive property of Allied Bank Limited. Allied Bank Limited authorizes you to view and download the Materials of this myABL Business only for your own use. The Materials may not be modified in any way or reproduced or displayed or used for any public or commercial purpose. The trademarks, site marks and logos used and displayed on the myABL Business are the property of Allied Bank Limited. Nothing on the myABL Business should be construed as granting any license or right to use mark, site marks or logos without written permission of Allied Bank Limited.

10. **Third Party Cyber Links:** Any cyber links available on the myABL Business do not constitute endorsement by ABL and affiliates. Allied Bank Limited does not verify, endorse, or take responsibility for the accuracy, completeness or quality of the contents contained in such Sites. Furthermore, Allied Bank Limited is not responsible for the quality or delivery of the products or services accessed, advertised on or purchased through such Sites. Allied Bank Limited shall under no circumstances be liable for any direct, indirect, incidental or special loss or damage whether arising from negligence, breach of contract, any tort, infringement of copyright or other intellectual property rights caused by the exhibition or distribution or exploitation of any information or contents contained in these third parties cyber link sites.

11. **Privacy:** Allied Bank Limited shall be retaining and using information relating to you in its computers and on the myABL Business in any manner it deems fit whether such information has been obtained directly from you or from any third sources. Allied Bank Limited shall endeavor to maintain confidentiality regarding the Information at the myABL Business. However, such information may be disclosed in the following circumstances:

- a. If disclosure of information is required by Allied Bank Limited in any litigation or proceedings before a public forum or authority relating to the myABL Business.
- b. To persons acting as agents or advisors of Allied Bank Limited
- c. To any person to whom Allied Bank limited transfer its rights and duties.
- d. If so, required by law, by regulatory authorities, competent Court of Law, law enforcement agencies or as may be in accordance with the governing Law & market practices.

12. **No Warranties:** Although due care is taken but Allied Bank Limited, it makes no representation or provides any warranty whether express or implied as regards the completeness of any information accessed from the myABL Business.

13. **Severability:** If any of these terms and conditions turns out to be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

14. **Force Majeure & System Availability:**

- a. Allied Bank Limited shall not be liable in any manner for failure to perform under these Terms & Conditions / Agreement for whatsoever reason(s) including but not limited to the reason that it is caused by power outages, internet outages, communication outages, fire, flood, earthquakes, hurricanes, war, civil commotion, acts of God, strikes, industrial disputes, or the occurrence of any other unforeseen contingencies beyond our control.
- b. Allied Bank Limited shall take reasonably practicable steps to have the myABL Business Online View Service available for use. You accept that in case of routine maintenance or excess load or demand on our systems and/or circumstances beyond Allied Bank Limited control, it may not always be possible for the Allied Bank Limited to make available myABL Business Online View Service during its normal operating hours.

15. **Disclaimer:**

The myABL Business (For View Only Rights) is being provided to you on an "as is" basis. No representation or warranties of any kind whether express or implied, including warranty of fitness for particular purpose, as to the operation of the myABL Business or the nature of accuracy of the information included in the myABL Business is being furnished. Allied Bank Limited and its affiliates will not be liable for any damages of any kind arising from the use of the myABL Business or arising from any alleged negligence of the Bank including, but not limited to direct, indirect, incidental, punitive, and consequential damages.

16. **AMENDMENT**

Allied Bank Limited may at its sole and absolute discretion amend or supplement these Terms and Conditions by conspicuously posting notice of such amendment on the Website or by providing written notice to the client. Continued use of myABL Business Services after such notice has been posted on the Website or provided to the client will constitute acknowledgment and acceptance of such amendment.

17. **Data Integrity:**

You acknowledge that in case any dispute arises between you and Allied Bank Limited as regards the correct version of any records to which you would be having online access, the records as reflected in the database of Allied Bank Limited and certified

by an officer of Allied Bank Limited to be correct, shall prevail.

18. Release:

You hereby release and forever discharge Allied Bank Limited, its officers, directors, employees, agents and affiliates, and their respective successors and assigns from any and all liability claims, counter claims, demands, set off, damages, or any other causes of action, which may accrue, whether known or unknown, arising out of or in any way relating to use of the myABL Business by you or involving your password specially including but not limited to any claims based in whole or in part upon alleged negligence, in operating the myABL Business or otherwise relating to it.

19. Termination: Allied Bank Limited reserves the right to terminate your access to the myABL Business at any time without citing any reasons

20. Jurisdiction:

Access to and use of the myABL Business is permissible under the laws of Pakistan. If you access myABL Business from any location outside Pakistan, you may do so at your own risk, initiative and be responsible for compliance with the local laws, to the extent they are applicable.

21. Governing Laws: These Terms & Conditions and the Agreement constituted thereby is governed by the laws of Pakistan and both parties hereby submit to the exclusive jurisdiction of the courts of Pakistan.

22. Entire Terms & Conditions /Agreement: These are the entire Terms & Conditions constituting the Agreement between the parties relating to matters contained herein and shall not be modified except in writing.

Acknowledgement

I agree that I have read and understood the terms and conditions set out above and agree to be bound by the same on behalf of the Client. I further agree that I have full power and authority to accept these Terms andConditions on behalf of the Client.

For and on behalf of
[Company]

Date