**Terms and Conditions**

**GOVERNING THE ELECTRONIC BANKING CHANNELS (e-Banking Channels)**

**IN THESE TERMS AND CONDITIONS**

All the terms used in these Terms and Conditions shall have the same meaning ascribed to them as defined herein:

1. “Account” means the specific account held or to be held with the Bank in the name of the individual(s) (whether solely or jointly with another person) or entity under which Customer can avail the various facilities.
2. Account based e-Commerce Services means the service which enables ABL Account Holders to conduct e-commerce transactions directly from their bank Account on all online merchants accepting NIFT ePay & APPS PayFast as payment method.
3. “Account Linking Service” means the service in which Customer authorize his/her/their Account linking with ABL branchless banking mobile app “myABL Wallet” or any other third-party app or web portal to pull money (transfer from ABL account) or make payments.
4. “ATM” means Automated Teller Machine.
5. “Bank” refers to Allied Bank Limited and/or its successors and/or permitted assignees.
6. “Biometric” means data/information regarding biological measurements or physical characteristics that can be used to identify individuals. For example, fingerprint mapping, facial recognition, and retina scans etc.
7. “Branch” means that branch of Allied Bank Limited where the Customer is maintaining the Account.
8. “Card” means the Allied Bank’s all Debit Card variants issued against Domestic Payment Schemes (DPS) & International Payment Schemes (IPS) including virtual & prepaid cards.
9. “Cardholder" means the person to whom Allied Bank’s Card is issued and having power alone to operate the Account in accordance with the Bank mandate in respect thereof.
10. “CCDM” means Cheque & Cash Deposit Machine.
11. “Customer” or “Depositor” or “Account Holder” or “e-Banking Channel Subscriber” or “Purchaser” refers to the Individual(s) / Sole proprietor / firm(s) / company(ies) / institution(s) / trust(s) / society(ies) / other entity(ies) also referred to as "Entity(ies)", who is/are opening the Account and shall include their mandate holders, respective successors-in-interest and/or permitted assigns and the expression.
12. “Device” means computer terminals, personal computers, laptops, computer tablets, mobile phones, smart phones or virtual assistants, smart home devices (including without limitation Amazon Alexa, Apple HomeKit), wearable devices (including without limitation watches, fitness trackers), connected car system devices and any other devices that may be connected to the internet which enable the provision of the Services by the Bank to the Subscriber.
13. “e-Banking Channel” means all existing & future electronic Services which include but not limited to ATM/CCDM/ITM, internet banking, Mobile banking, Point of Sales/online shopping, WhatsApp Banking, USSD, SMS, IVR, QR, NFC/HCE, Self Service Kiosk, Account Linking Services, Voice Assisted Banking, Card based e-Commerce services, Account based e-Commerce Services.
14. “EFT” means Electronic Fund Transfer.
15. “Know Your Customer (KYC) means the information obtained/stored by Bank to know the basic details and identification of the Customer while opening of an account and subsequently on periodic basis to keep this detail updated.
16. “Mobile Banking” means banking services provided using/through mobile banking application.
17. “Notice” means a written/electronic message/intimation including SMS, email, letter, WhatsApp etc. containing some specific details communicated by or to the Bank through different means of communication allowed by the Bank.
18. “PIN/OTP/TPIN/Transactional PIN” means the Personal Identification Number/One Time Password/ Telephone Personal Identification Number /Transactional Personal Identification Number, which the Customer uses from time to time to authorise/execute financial/non-financial transactions via Digital Channels.
19. “POS” means Point of Sales.
20. “Processing” means any operation or set of operations which are performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
21. "SBP" refers to the State Bank of Pakistan.
22. “Services” means all internet and mobile banking services, and/or any other digital or electronic Banking Services (e-banking) provided by the Bank whereby the Subscriber can view and operate any Account, loans, financing, cards, investments and insurance or any other banking products provided by the Bank through computer terminals and Devices.
23. “Sensitive & Personal Data” means any information that relates directly or indirectly to a customer, who is identified or identifiable from that information or from that and other information in the possession of a data controller (i.e. Bank in the case), including any sensitive personal data such as CNIC number, mother maiden name, passport number, date of birth, place of birth etc. Sensitive data includes data relating to access control (username and/or password, OTP, Transactional PIN, PIN, TPIN, CVV, Card Expiry), financial information such as bank account, credit card, debit card, biometric data.
24. “SOC” means Schedule of Charges.
25. “Subscriber” means a Customer of the Bank, whether an individual or corporate entity, to whom the Services are provided;
26. “Third-party” in relation to personal data, means any person other than, a customer, a relevant person in relation to a customer, a data controller, a data processor or, a person authorized in writing by the data controller/customer to process the personal data under the direct control of the data controller.
27. “Registered Customer Number” is the mobile number which has been registered with the Bank by the Customer.
28. “Third Party Services” means services/online purchases from third parties through e-Banking channels including bus tickets, air tickets, cinema tickets, insurance products etc.
29. “Transaction” means any cash withdrawal/deposit whether by cheque or otherise, payment, purchase (Online/POS) and funds transfer made through branch or by using any other e-Banking Channel or any refund arising in any authorized manner for debit or credit to the Account.
30. “WhatsApp Banking” means the banking services provided using/through WhatsApp communication platform.

These Terms and Conditions comprise the Agreement between the Bank and the Customer in connection with the Allied Bank’s ATM, CCDM, ITM, Cards, Internet Banking, Mobile Banking, WhatsApp banking, USSD, SMS, IVR, NFC/HCE, QR, POS, Self Service Kiost and other e-Banking Channels currently available or will be available in future for the Customers. These Terms and Conditions must be read in conjunction with the Terms and Conditions for Bank Accounts as applicable from time to time. The Customer’s request for subscription/provisioning of any e-Banking Channel service through means prescribed by the Bank, shall be considered as his/her/its consent for the provision of that particular service. Some Card/e-Banking services may be available for domestic use only. Use of these services outside jurisdiction of Pakistan may require activation/deactivation by the Customer through modes prescribed by the banks.

**The Customer must take all reasonable precautions to keep their card(s), security details and any device(s) (such as mobile phone, tablet, PC etc.) safe and to prevent fraudulent use of them. This includes the protection of their personal information. Customer acknowledges that the Bank will NEVER request the following information either through call, SMS, or through any mode over the phone or Email:**

1. **ATM PIN or Credit/Debit Card PIN of Customer**
2. **CVV No. (3-digit number at the back of the Credit/Debit card)**
3. **OTP Code (received by Customer via SMS on phone)**

**The consequences of the Customer failing to keep their information safe or divulging the above-mentioned information over call, SMS or through any mode over the phone or email will result in the Bank not being liable to refund or pay the Customer for any and all unauthorized payments that take place as a result thereof.**

1. **VERIFICATION OF CUSTOMER/CUSTOMER REQUEST**
2. I/we hereby expressly agree and empower the Bank to use, resort to and apply any of the tools/modes from amongst the various tools, modes and mediums available with it for the time being in force and/or that may be available to the Bank in future, but not limited to: incoming call by Customer, Call Back Confirmation, One Time Password, Biometric Image Verification, Soft Token, Robo Call or any other alike tools/modes/mediums for verification of authenticity of the Customer myself and/or any request made during the course of the Customer’s relationship with the Bank and in this respect I/we expressly agree and undertake with the Bank not to raise any objection, let or question in any manner whatsoever, absolutely.
3. I/we hereby expressly agree and empower that the Bank may obtain/demand from me/us my/our digital/organic signature electronically to open my/our Account and/or for allowing/subscription of any of its Services subsequently.
4. **ACCESS TO INFORMATION AND SHARING WITH THIRD-PARTY**
5. By accepting these terms, the Customer unconditionally authorizes the Bank to access all his/her/its Account(s) by default for effecting banking or other transactions through e-Banking Channels.
6. By accepting these terms, the Customer agrees that the Bank can share the Customer’s information included but not limited to Customer’s personal identifiable, critical or sensitive data with service providers for provisioning of e-Banking Channel services/communication. The service providers may view, store and process the information shared and can further share it with other service provider(s)/third parties for provisioning of requested services.
7. Bank shall ensure that all the communication with Third party and information stored at Third party end is encrypted and other appropriate/necessary security measures have been taken for security of data.
8. Customer fully acknowledges the fact that cloud-based service located outside the country may be involved/used for provisioning of e-Banking Channel Services. However, in this case the Bank shall ensure the sharing of minimum information required for the availability of requested service with appropriate/necessary security measures.
9. The Customer shall also agree with the privacy policies and terms and condition of use of any independent communication services (e.g. WhatsApp, LinkedIn, live chat text & video services etc.) owned by third parties and shall understand that the Bank has no control over them. Moreover, Bank shall ensure that personal data is processed lawfully with due care and all necessary security measures be taken to protect sensitive data of the Customers.
10. **PIN/OTP/Transactional PIN/PASSWORD/USER ID SECRECY**
11. **After receipt of the Card or subscription to e-Banking Channel services and their activation thereof, Customer will generate PIN for future use by using the specified procedure as devised by the Bank.**
12. **Allied Bank never asks Customer for personal information (User ID, password, PIN, OTP,** **Transactional PIN, Mother’s Maiden Name, Card Number, Card Expiry, CVV) through phone calls, weblinks, SMS, emails social media or through any other communication channel nor the regulator/SBP. Also, the Bank never calls their Customer from 111-225-225. Customer acknowledges that he/she will not share any information to such callers claiming to be from Allied Bank/Government/Security Agencies or SBP etc. otherwise Bank shall not be liable for any unauthorized transactions occurring through Card and other e-Banking Channels and the Customer hereby affirms to fully indemnify and holds Allied Bank harmless against any such action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof.**
13. **It is the responsibility of the Customer to protect the device, registered SIM used to generate/receive OTP/Transactional PIN/PIN/Password to originate different transactions/service requests through Branch/e-Banking Channels and indemnifies Bank against sharing this information with others and owns the risks associated with its use.**
14. **If the PIN is held with the Card and subsequently lost or stolen, the Cardholder will be liable for all Transactions. If Customer himself/herself/themselves provides access to any of e-Banking Channels or discloses the PIN, even then the Customer will be liable for all subsequent Transactions.**
15. **If someone else knows or is suspected of knowing the PIN, it must be changed/regenerated immediately by the Customer through mode prescribed by the Bank and also notified to the Bank by calling the helpline number or through any other mode/procedure as specified by the Bank from time to time.**
16. **USAGE OF SUBSCRIBER’s OWN DEVICE/NETWORK**
17. In case of using the e-Banking Channels/services by using Cardholder’s own device it is the responsibility of the Customer to ensure that the device is protected against viruses, spyware and other destructive or disruptive components. It is also the responsibility of the Customer to ensure that all up to date security patches, anti-virus, anti-spyware, anti-malware and firewall software are installed on the device. In case subscriber’s SIM is compromised by respective telco due to any reason, Bank shall not be held liable for any loss suffered by the subscriber.
18. e-Banking Channel services to the Customer shall be subject to the subscriber’s data network connection and his/her/their device compatibility for the services where Customer’s own device is used. Therefore, Customer hereby agrees that he/she/it shall be solely responsible without any binding on the Bank, for upgrading any software, hardware and the operating system at his/her/its own cost from time to time so as to be compatible to continue to avail the e-Banking Channel Services offered by the Bank.
19. In case of change of own device, it is the responsibility of Customer to uninstall e-Banking Channel related applications and remove all personal, financial and other related information stored on such device.
20. **UNAUTHORIZED ACCESS**
21. The Customer shall take all necessary precautions to prevent unauthorized and illegal use of e-Banking Channel services and unauthorized use or access to the Account(s).
22. The Customer should not leave the System unattended while accessing the e-Banking Channels/ services, responsibility in this regard lies with the Customer to protect the mobile/device which is/are being used to receive OTP / message associated with the usage of e-Banking Channels/Services.
23. **CHARGES/FEES/PENALTY**
24. The Customer agrees that charges, fees, duties, levies and other expenses (collectively the “charges”) will be charged by the Bank for the issuance and usage of the Card or e-Banking Channel services.
25. The Customer agrees to pay and reimburse the Bank all or any of such charges immediately upon demand.
26. Such charges will change from time to time at the discretion of the Bank and it is the Customer’s responsibility to obtain the prevailing rates of such charges from the nearest Bank’s Branch or ABL website.
27. In case Customer continues to use the Card and/or e-Banking Channel services after effective date of revised SOC, the Bank will have sufficient reason to believe that the Customer has accepted changes to the charges.
28. If the Customer uses the Card/e-Banking Channels for Transactions outside Pakistan (including ATMs/CCDMs, POS purchases and e-Commerce transactions), the Customer will also be liable for currency conversion and service fee which is charged upfront at the time of the Transaction. However, the Bank makes no warranty nor assumes any liability or responsibility for any limitation on conversion or availability of foreign exchange whether due to State Bank of Pakistan or otherwise.
29. Illegal or improper use of e-Banking Channel services shall render the Customer liable for payment of financial charges as decided by the Bank and/or result in suspension of the operations through Card/Account/other e-Banking Channels. Any penalties levied by any regulatory authority with regard to the Customer’s use of Card and other e-Banking Channel Services shall be the liability of the Customer. 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.
30. Charges relating to different services may be changed by the Bank at any time and from time to time by notice (whether general, specific or by publication in the Bank’s SOC) to the Customer. Any such changes will be effective from the date stated on the Notice or SOC or such later date as may be expressly specified therein by the Bank. However, any charges or fees due to e-Banking Channel service provider in respect of the use of the e-Banking Channels and any variations thereto made by e-Banking Channel Service provider shall be solely to the Customer only and the Bank shall not be liable for the same.
31. All charges are non-refundable unless otherwise indicated by the Bank.
32. **USAGE LIMITS**
33. The total amount/count of transactions carried out in any one day shall be limited to certain amounts/ number of transactions/conditions as published on Bank’s website (www.abl.com) from time to time. The Customer shall not initiate EFT/bill payment/e-commerce transaction(s) above intraday limits as prescribed by the Bank or set by the Customer themself.
34. The Customer is not authorized to enter into Transactions using the Card and other e-Banking Channel services to a value in excess of the credit balance (if any) of the Account from time to time.
35. If the Bank is asked to authorize a Transaction, the Bank may take into consideration any other Transactions which have been authorized but not debited from the Account or other activities which may result in unavailability of sufficient funds in the Account to pay the amount that would be due in respect of such Transaction, the Bank may at its own absolute discretion refuse to authorize such Transaction, in which event such Transaction will not be debited to the Account. The Bank shall not be liable for any loss resulting from any such refusal to authorize any Transaction.
36. **INSUFFICIENT FUNDS**
37. In the event that there are insufficient funds in the Account to pay for any transaction or other amount payable from the Account, including any mark-up, fees, charges, currency conversion charges, service fee or any other payments due to the Bank, the Bank may in its own absolute discretion (and without any obligation to do so) transfer or arrange the transfer of sufficient funds from any other account held by the Customer with the Bank to the Account. In this regard, the Customer permits, authorizes and consents to the Bank consolidating, combining or setting off any such credit balances existing in such other accounts against the Transactions charged or to be charged by the Customer against the Account.
38. In case Account is overdrawn by using the e-Banking Channel services due to technical reasons, Customer will be liable for payment immediately on demand of the overdrawn amount along with mark-up/interest etc. at the rate specified by the Bank at its discretion. Bank also reserves the right to proceed legally for recovery of said amount at Customer’s cost, risk and responsibility.
39. **CANCELLATION OF TRANSACTIONS**
40. A Transaction cannot be cancelled by the Customer after it has been completed. However, the Bank reserves the right to reject or suspend transaction in particular EFT transaction lacking minimum required information or where mandatory field are not filled in with appropriate details or due to risk associated with the transaction (Based on certain rules).
41. If a retailer or supplier makes a refund by means of a Transaction the Bank will credit the Account when it receives the retailer or supplier’s proper instructions and the funds in respect of such refund, provided that the Bank will not be responsible for any loss resulting from any delay in receiving such instructions and funds.
42. **EXECUTION OF TRANSACTION**
43. The Bank normally executes the transaction as soon as the Bank receives proper instructions from Customer, delay in execution may occur in this regard due to any unforeseen reason. Bank in this regard will not be liable for any loss resulting from any such delay.
44. **ACTIVATION/DE-ACTIVATION OF e-BANKING SERVICES**
45. Customer can initiate e-Banking Channel Services activation/de-activation/subscription/un-subscription request through mode prescribed by the Bank. Such activation/deactivation requests may take a certain time period to be brought into effect and the Bank shall not be liable for availability of service/processing of data during that time period.
46. The Bank reserves the right to activate partial services or hold activation of any service without any prior notice to the Customer
47. **REFUSAL TO ACCEPT CARD/e-BANKING SERVICES**
48. The Bank shall not be liable for any loss resulting from the refusal of any retailer, supplier, other bank or card operated machine to accept use of the Card/e-Banking Services in connection with any Transaction/discounts.
49. No claims of the Customer against any retailer or supplier may be the subject of set-off, claim or counterclaim against the Bank. The Bank shall not be liable in any way for the quality, quantity, sufficiency, acceptability, merchantability of goods and/or services booked, used or purchased by the Customer through the use of the Card/e-Banking Service or for any breach or non-performance of any Card/e-Banking Service Transactions by a retailer or supplier.
50. The retailer or supplier shall under no circumstances be regarded as an agent or representative of the Bank and the Bank shall be neither responsible nor liable in any manner for any acts or omissions or breach of representations on part of the Merchant.
51. **ELECTRONIC STATEMENT OF ACCOUNT**
52. The customer/accountholder hereby consent to bank to provide him/her electronically, through email available in bank’s record, the Statement of Account, if any Electronic Fund Transfer transaction(s) shall be initiated by him/her through e-banking channel(s), at a frequency set by SBP EFT regulations or otherwise as shall be in force for the time being.
53. **PROMOTIONS/DISCOUNTS**
54. Without prejudice to the foregoing, the Bank may, from time to time and at its sole discretion, promote the goods or services of certain specified companies (affiliates) amongst all or any of its Subscribers.
55. If such a promotion is made available to the Customer and the Customer avails the promotion, the Customer agrees that in addition to these Terms and Conditions, the Customer will abide by the Terms and Conditions of the promotion as stipulated therein. Such promotion may be withdrawn at any time without notice to the Customer.
56. Services, discounts, promotions & privileges offered by the Bank or allies through Cards/e-Banking Channels are subject to related terms and condition and Bank shall not be liable if merchant/services provider refuses to honor the Services, discounts, promotions & privileges.
57. **TERMINATION**
58. The Bank may also decide to deactivate any e-Banking service at any time for specific or all Customers.
59. The Bank may decide to deactivate/temporary block any e-Banking service at any time for security / any other reasons even without prior intimation to Customer and Bank would not be held liable for any inconvenience/loss/subsequential loss.
60. The Bank may terminate the Agreement comprised in these Terms and Conditions by notifying the Customer.
61. **POST TERMINATION**

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

1. **AGREEMENT TO REMAIN IN FULL FORCE AND EFFECT**

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

1. **DISRUPTION IN E-BANKING CHANNEL SERVICES**
2. Allied Bank tries its utmost to keep the e-Banking Channels in up & running condition, however under no circumstances shall the Bank be held liable to the Customer if any e-Banking Channels are 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, hardware failure, scheduled maintenance/upgrade or any other reason beyond the control of the Bank. Under no circumstances shall be Bank 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.
3. The technology for enabling 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 services may not be available to the Customer 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.
4. The Bank will inform the Customer in advance through SMS, email or newspaper advertisement etc., if the services related to the e-Banking Channels in particular EFT services are to be temporarily unavailable due to any scheduled maintenance or up-grade of systems etc.
5. **LIMITATION ON LIABILITY**
6. The Bank shall not be liable to the Customer for any loss/sequential loss suffered as a result of the Bank being prevented from or delayed in providing any banking or other services to the Customer due to strikes, industrial action, failure of power supplies, systems or equipment or causes beyond the Bank’s control.
7. In case of use of e-Banking Channel services through Biometric verification functionality for cash withdrawal, funds transfer and other payments, it being agreed that Customer shall use this functionality entirely on his/her/its own risk, cost and consequences.
8. The Bank shall not be liable in any manner due to any accidental death, injury or property damage that may be sustained by the Customer in using the Card or other e-Banking Channel Services at the ATM/CDM vestibules or any other location, it being agreed that the Customer shall use the Card or other e-Banking Channel Services entirely at his/her/its own risk, cost and consequences.
9. Whenever the e-Banking Channel Services is used by the Customer for payment of any utility or other bills, the Customer shall remain solely liable for any penalty, cost or surcharge which may be levied by the utility or service provider for late payment, irrespective of whether the Customer provided adequate notice and proper details to the Bank.
10. In case of any unauthorized/fraudulent transaction(s) during the activation period of any e-banking service, the Bank shall not be held responsible or liable to the Customer.
11. The Bank shall not be liable for an amount entered using the Customer’s OTP/Transactional PIN/password and/or the amount displayed on merchant website/mobile app/portal or through any other platform as a result of purchase of item(s) or other online shopping as the amount in this regard is being calculated by third-party systems (either directly or through intermediaries/aggregators) and Bank is only authorizing the amount against the request received from third-party system that 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.
12. The Bank is providing the e-Banking Channel services as it is and the Customer acknowledges that the services might not be error-free. The Bank will strive to provide professional services to keep the services (provided by bank/third-party) accessible and usable but provides no warranties, expressed or implied, for the performance, quality, availability or usability of this service.
13. **HACKING AND FRAUDULENT TRANSACTIONS**

The Internet is susceptible to a number of frauds, misuse, hacking and other actions that could affect the 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 and losses associated with the use of e-Banking Channels.

1. **THIRD PARTY SERVICES**

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 the 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 e-Banking Services 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 the order is successfully placed. Bus tickets can be cancelled as per agreed terms with third party. Charges may apply in case of cancellation or change in bus ticket.

1. **DISCLOSURE**
2. The Customer authorizes disclosure to any company within the Bank’s group of companies, to any third-party processors, service providers and/or card personalization firms utilized by the Bank from time to time. Such information shall include but not be limited to the Customer’s details, the Card, the Account and any transaction as the Bank considers in its sole opinion to be necessary or desirable.
3. The Customer I hereby convey his/her/their my consent to use information/documents provided by the Customer me for due diligence and supervisory functions.
4. The Bank may also disclose information in relation to the Customer, such as information related to Card, Account or any Transaction related information with anyone as may be required by law, practice or usage.
5. The Bank may share Customer’s KYC/other information with other banks/entities including Central Depository Company (CDC) of Pakistan and/or National Clearing Company of Pakistan Limited (NCCPL) as may be required by law, practice or usage.
6. The Bank can share Customer’s information with Law enforcement agencies/regulator on their request which is permitted by law.
7. **INDEMNITY**

The Customer hereby indemnifies and holds the Bank harmless against any or all losses, damages, costs or expenses which the Bank and the Customer suffers or sustains as a consequence of the Customer being in breach of these Terms and Conditions or the Customer using or permitting the use of the e-Banking Channel for any Transaction, whether illegal, unauthorized or otherwise.

**CARDS**

1. **USE OF CARD**
2. The Card/Biometric may be used to withdraw/deposit money at any ATM/ CCDM or to access any additional banking services offered through the ATMs/CCDMs/ITMs (e.g. transfer of funds locally from one account to another within the Bank or any other bank in Pakistan, as well as payment of utility or other bills) or to withdraw cash from cross border ATMs or to pay online or at retailer’s POS for goods and services or suppliers worldwide who accept the Card, depending upon the features of the product and subject to compliance with rules and regulations as applicable from time to time.
3. Cardholder may avail Banking services in accordance with the Bank mandate including but not limited to Internet/ Mobile Banking and IVR facilities and any other Payment services/ facilities which the Bank may make available for Cardholders from time to time for which the cardholder signups/opts as per the prevailing procedures of the Bank.
4. In the event the Cardholder uses the Card at any ATM/CCDM which is not operated by the Bank, then the Bank shall be entitled to rely on the records provided to it by the Switch service provider and any omission or failure by the Bank to contemporaneously debit the Cardholder’s Account for any Transaction by the Cardholder may be completed by the Bank on any subsequent date by direct debit without prior reference to the Cardholder.
5. **ISSUANCE OF THE CARD**
6. The Bank will only issue a Card if the Customer has requested for it through modes prescribed by the Bank against acceptance of the Terms and Conditions governing bank account and e-Banking Channels. Opening and maintaining an Account with the Bank is mandatory for issuance of the Card, use Biometric or any other Card less service
7. Name of Customer appearing on the Card may differ on Customer’s request from associated Account’s title.
8. **OWNERSHIP OF THE CARD**
9. The Card belongs to the Bank and the Bank or any authorized officer, servant, employee, associate or agent of the Bank may retain the Card, require the Cardholder to return the Card or suspend the use of the Card at any time in its absolute discretion and the Bank shall not be liable for any loss suffered by the Cardholder as a result thereof. The Card may not be used by any person other than the Cardholder. In case the Card is required to be surrendered or retained by the Bank, the Biometric may also be suspended.
10. In case the Card is required to be surrendered or retained by the Bank, the other services related to it may also be suspended.
11. **VALIDITY AND ACTIVATION**
12. The Card is required to be activated by such mode as the Bank may specify by using his/her/its registered details.
13. The Card is valid only for the period shown on it and will become invalid thereafter or if the Bank requires by notice in writing to the Cardholder that it be returned to the Bank.
14. Card will also become invalid when the Account will be closed by either party and the Bank does not own any responsibility thereof after such occurrence towards any loss.
15. Upon expiry of validity period, Card must be destroyed by cutting in half through magnetic strip and punching a hole in card chip.
16. E-commerce facility is pre-activated on all Visa Cards. Customer must call ABL Helpline 111-225-225 or use myABL if he/ she wishes to de-activate the facility.
17. International usage facility is blocked on all Cards. Customer has option to activate or block international usage through available channels.
18. On expiry of validity, Card may be renewed against fee as per SOC. Customer should ensure proper disposal of old Card by cutting the Card in half through the magnetic strip, punching a hole in card chip.
19. **LOSS OR THEFT**
20. The Cardholder must take all precautions to prevent unauthorized use of the Card.
21. If the Card is lost or stolen, the Cardholder shall immediately notify the Bank by calling helpline number and the Cardholder must, in addition, immediately notify the Bank of such loss or theft.
22. The Cardholder will be liable for all Transactions until the Bank is duly notified in the foregoing manner.
23. The Cardholder must co-operate with any officers, employees, representatives or agents of the Bank and/or law enforcement agencies in any efforts to recover the Card if it is lost or stolen.
24. The Bank may disclose information with law enforcement agencies and other third parties about the Cardholder and the Account if the Bank thinks it will help avoid or recover any loss to the Cardholder or the Bank resulting from the loss, theft, misuse or unauthorized use of the Card.
25. If the Card is found after the Bank has been given notice of its loss or theft the Cardholder must not use it again. The Card must be destroyed by cutting in half through the magnetic strip and punching a hole in card chip.
26. **SKIMMING, PHISHING OR FRAUDULENT TRANSACTIONS**
27. Use of Card is susceptible to a number of risks including but not limited to skimming, phishing, hacking and other actions that can result to cash withdrawal(s), funds transfer(s) to other account(s) and other payments. Bank takes all possible measures to keep its Devices/gadgets (ATM, CDM. ITM etc.) secure and updated to mitigate such risks however, despite all the measures on the part of the Bank to protect its Customer’s against such risks, in case any of such incident happens, the Customer hereby agrees to indemnity/condone the Bank from such cases/events and consequential losses and Bank’s decision in respect of such disputed transactions shall be final in this regard.
28. **TERMINATION**
29. The Cardholder may terminate the Agreement comprised in these Terms and Conditions by notifying the Bank, and ensure proper disposal of Card by cutting the Card in half through the magnetic strip, punching a hole in card chip. Such termination shall be effective, subject to the provisions of the following paragraphs of this clause, upon receipt by the Bank of such request of termination by the Cardholder.
30. In case of termination of contract, fees/ charges paid shall not be refunded to the Customer either in full or partial

**MYABL INTERNET BANKING**

1. **ACCESS TO ACCOUNTS**
2. All individual Accounts of the Customer based on CNIC shall be made available by default for myABL internet banking
3. **UNAUTHORIZED ACCESS**
4. The Customer acknowledges that in case any third person gets the Account access information, he/she would be able to transfer funds 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 /Transactional PIN/Codes, Soft Token, ATM PIN must be complied with at all times.
5. **BIOMETRIC/FACE ID LOGIN FUNCTIONALITY**
6. 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 registered on his/her mobile device in lieu of myABL User ID and Password as login credential to confirm his/her identity.
7. The Customer must ensure that only his/her fingerprints/face recognition data is stored on his/her 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/her mobile device can be used to access myABL Personal Internet Banking including access to his/her Accounts.
8. The Customer acknowledges that the authentication is performed by the myABL Personal Internet Banking interfacing with the fingerprint/Face ID authentication module on his/her mobile device and he agrees to this authentication process.
9. The Customer understands that the fingerprint/Face ID authentication module of his/her mobile device is not provided by the Bank, and Bank makes 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
10. Customer will ensure that device used for Biometric/Face ID be used in such a way that these credentials are not changed by anyone, with or without the Customer’s consent.
11. Transfers made using biometric/face id functionality shall not be reversed/refunded except as may be accorded and consented by the beneficiary or the concerned payee/organization.

**WHATSAPP BANKING**

1. **AUTHENTICATION/RE-VERIFICATION OF CUSTOMER**
2. The Customer hereby agrees that the Bank shall not be required to authenticate the Customer, if any service request such as balance, mini statement etc. received through WhatsApp on the Bank’s Registered Number and originated from Customer’s registered number or if the mobile number reflected in the requestor’s mobile detail is a Customer’s Registered Number, the Bank shall presume that the Customer himself/herself/themselves is interacting with Bank and request is originated by the Customer and Bank’s response sent against customer request shall be deemed lawful & customer will not object on it whatever will be the circumstances.
3. **SECURITY OF WHATSAPP COMMUNICATION**
4. Although the communication in this regard is end-to-end encrypted but the Customer understands and agrees that using WhatsApp application may carry risks and may not be secured. Therefore, any message and information exchanged is subject to the risk of being read, interrupted, defrauded or manipulated by third-party and Bank shall not be responsible for the consequences/losses arising out for using of Bank’s WhatsApp banking Services.
5. **COMMUNICATION OF ACCOUNT RELATED INFORMATION**
6. The Customer accepts that each WhatsApp communication may contain certain Account related information relating to the Customer. The Customer authorizes Bank to send Account related information e.g. Account Number, Account balance or Account statement or any other financial service offered or to be offered in future through WhatsApp channel. Allied Bank shall not be held liable for breach of the confidentiality, secrecy and security of the personal or Account information being sent through the WhatsApp facility.

**ACCOUT BASED E-COMMERCE SERVICES**

1. **ACCESS TO SERVICE**
2. All ABL Account Holders have access to this service upon its activation through means prescribed by the Bank.
3. **ACTIVATION & VALIDITY**
4. The Service will not become operational until the accountholder activates for any timeframe by such mode as the Bank may specify by using his/her/its registered details.
5. This service only requires customer to provide Account Number and CNIC Number along with the OTP sent by Bank on registered mobile number to authorize transaction.
6. The service will become inactive after expiry of the specified time period.

**INTELLECTUAL PROPERTY**

The Subscriber acknowledges that the Digital Banking Service is the property of the Bank which has the copyright interest in all software and documentation relating to the Digital Banking Service and any subsequent amendments, including user guidelines in any form.

The Bank’s trademarks and graphics used in connection with the Services are the property of the Bank. All other trademarks and graphics used are the property of their respective owners.

**GOVERNING LAW**

1. These Terms and Conditions are subject to the rules and regulations, circulars and directives of the State Bank of Pakistan (as may be applicable from time to time) and will be governed by the substantive and procedural laws of the Islamic Republic of Pakistan. The courts in Pakistan will have exclusive jurisdiction.

**INTERPRETATION**

1. These Terms and Conditions are also issued in Urdu. In the event of any discrepancy or conflict between the interpretation of the provisions of such clauses against the Terms and Conditions stated above, the English version stated above shall prevail and be deemed to be authentic.
2. Bank’s Interpretation of these Terms and Conditions regarding Account /e-Banking Channels will be considered final and binding.
3. In these Terms and Conditions use of the singular will include the plural and vice versa and any one gender includes all the genders and any reference to person includes natural persons, firms, partnerships, companies and bodies corporate.
4. The Terms and Conditions shall be binding upon the Customer/Account Holder/Depositor who hereby affirms and confirms having read and understood the same. The Customer/Account Holder/Depositor hereby confirms acceptance to these Terms and Conditions read and accepted the same.

**DISPUTE RESOLUTION**

1. For the purpose of dispute / error resolution, the Customer shall immediately contact Call center/Branch or through any mode prescribed by the Bank and provide necessary information/detail as may be required by the Bank. Upon registration of Complaint, Bank will probe the matter and would resolve it within prescribed TAT. However, unresolved dispute/matter may be referred to SBP/Banking Mohtasib Pakistan.

**CHANGE OF TERMS AND CONDITIONS**

1. The relation between the Bank and the Customer shall be governed by these Terms and the Bank reserves its rights to unilaterally modify, amend, alter, vary, supplement at its sole discretion these Terms and Conditions from time to time which the Customer hereby agrees to be binding upon the Customer, his/her legal heirs, legal representatives, executors, administrators, successors-in-interest and assigns with respect to the Account specified on Account Opening Form and/or any other Account that may be opened by the Customer with the Bank from time to time. However, changes in Bank Terms and Conditions are informed to the Customers at least 30 days before the change takes effect through various means.
2. The Bank may update or otherwise amend these terms to reflect changes to the service or changes to the law. Customer’s continuous use of the service after such publication or notification will be considered as acceptance of the amended Terms. Allied Bank encourages Customers to check Bank website regularly. In case of disagreement with the amendments, Customer should discontinue use of the respective Service.
3. These Terms and Conditions are in addition to and not in substitution for the Terms and Conditions, rules and regulations, procedures and methods of the Bank governing any other products, term deposits, deposit schemes and services offered and facilities to the Customer from time to time. Those accounts and products are governed by the parameters, rules and regulations applicable to respective account/product and may be amended from time to time.

**EXTENDING GUIDANCE TO CUSTOMERS**

1. By signing these Terms & Conditions the Customer confirms that all necessary guidance in respect of usage of all e-Banking Channels (e.g. ATM/myABL/e-commerce/POS Purchase etc.) has been disseminated to him/her/it with clarity including all risks associated by the subscription, usage of these e-Banking Channels and also the risks associated against services being delivered through these e-Banking Channels.
2. I/We understand that the consent provided by me/we against subscription of e-Banking Channels facilities may contain delivery of services through various channels such as subscription for the Card will expose services through ATM, POS, e-Commerce, Internet Banking (Web & Mobile App), QR Scanning and IVR channels and I/we hereby extend my consent for all such Services/channels.