

General Terms & Conditions

GENERAL TERMS & CONDITION

For the purpose of these Terms of Account, the word "Bank" shall refer to JS Bank Limited, Pakistan, its successors-in-interest and assigns:

1. Any person(s) opening or operating an account with the Bank will be deemed to have read, understood and accepted the Terms of Account and the applicable schedule of bank charges issued and amended, from time to time, by the Bank.
2. The Bank reserves the right to refuse to open an Account for prospective clients who do not meet the requirements laid down under the relevant laws and regulations, including but not limited to the Banking Ordinance 1962, Anti-Money Laundering Regulations 2015, Prudential Regulations, Income Tax Ordinance 2001, other instructions issued by SBP from time to time and the Bank's own policies.
3. The Account Holder undertakes to provide all information and documents related to the Account and/or transactions with the Bank as and when required by the Bank. In case of non-compliance by the Account Holder with the requirements of the Bank, the Bank shall have the right to close such account in accordance with the Terms and Conditions laid out hereunder.
4. The Bank reserves the right to close any account or discontinue any banking facilities, provided to any customer, without assigning any reason. In case the Bank decides to close any account, it shall give an advance written notice of seven (7) days, to the Customer requiring the Customer to withdraw the credit balance (if such account has credit balance and the Customer is not indebted to the Bank, in any respect). If after receipt of such notice, the Customer does not withdraw the balance, the Bank shall have the right to issue a pay order in the name of the Customer and dispatch the same by courier service, at the risk of the Customer. On the closure of the account, it shall be incumbent on the Customer to return the unused cheques to the Bank. Alternatively, it must be confirmed to the Bank in writing, without any loss of time that unused cheques have been destroyed. Subject to the terms and conditions of any relevant banking service, the bank will:
 - a) Close its customer's account at his/her request;
 - b) Close its customer's account, after giving prior notice at the last contact details, which has not been operated for a period specified in the bank's policy.
5. The Customer's account can be closed without giving prior notice if the bank:
 - a) is compelled to do so by law (or by international bindings); and
 - b) has reasons to believe that account is being used for any illegitimate purposes.
6. Proper identification in the form of CNIC/NICOP/Pakistan Origin Card (POC)/Alien Registration Card (ARC) issued by NADRA or Passport with valid visa will be required before the Bank opens any accounting on its sole discretion. Each account shall possess a distinctive number which shall be quoted in all correspondence with the Bank, relating to the account.
7. Any change of address of the Customer or other particulars/information should immediately be notified to the Bank in writing. The Bank shall not be liable to the Customer for any direct or indirect loss or damage, caused as a result of the failure of the Customer to intimate the Bank in writing of a change in address or other particulars/information.
8. Paid cheques and other records are normally retained by the Bank for a minimum period of ten (10) years after the business relationship has ended.
9. In the event that the Customer leaves the country with intention of remaining abroad for six months or more in a year or after leaving the country remains abroad for more than six months, customer shall immediately inform the Bank. On receipt of such information from the customer or through some other reliable source, the account will be re-designated, with regard to non-resident accounts.
10. Term deposits are non-negotiable and cannot be transferred by endorsement or otherwise.
11. The account holder acknowledges that the Bank is subject to the Anti-Money Laundering, Combating Financing of Terrorism and other sanctions laws and regulations of Pakistan and/or international laws and treaties and the internal policy of the Bank. The account holder agrees to provide the information requested by the Bank for the purpose of complying with any such law(s), regulation(s) and policies in respect of the Account and/or any transaction(s) carried out through the Account and /or services and the Account Holder authorizes the Bank to release the information or make such disclosures, to any authorized investigating government agency or taxation authority in Pakistan and/or abroad and as may be required under any applicable law(s) or regulation(s) and/or otherwise to safeguard the interests of the Bank.
12. If the Bank retains advocates/lawyers to enforce any of its rights or takes other steps with regards to the account, the customer shall pay to the Bank all costs, charges, fees and expenses incidental there to on a full indemnity basis and the Bank shall be entitled to debit the account for such costs, charges, fees and expenses.
13. The method of calculating return/profit under the profit/loss sharing scheme is governed by the prevailing local regulations/directives of the State Bank of Pakistan, issued from time to time. The Bank's determination of profit or loss shall be final and binding on the Customer for all purposes.
14. Returns/profits on accounts closed before June 30 and Dec 31 will be paid after the rates are finalized for that relevant period. All returns/profits shall be of a provisional nature, until finalized by the Bank. The Bank is authorized to deduct, from time to time, withholding tax and other levies from the returns/profits in accordance with the applicable laws, rules and regulations.
15. Return/Profit on foreign currency term deposits is paid upon the respective maturity date of such deposit.
16. A Customer's account will be deemed to be dormant in any of the following events:
 - a) There has been no client-originated activity in Current and Savings account for one year and no withdrawal will be allowed until the account is reactivated. However, debits under the recovery of loans and mark-up etc. any permissible bank charges, government duties or levies and instruction issued under any law or from the court will not

be subject to debit or withdrawal restriction.

- b) In order to reactivate a dormant account, a Customer shall be required to visit the Bank, in person and submit the reactivation request along with a valid and attested copy of Computerized National Identity Card, SNIC or NICOP (if already not available in the Bank's record) or a copy of valid Passport along with valid visa or Pakistan Origin Card (In case of foreign nationality only). After due verification and if the Bank is satisfied with CDD of the Customer, the account may be activated.
17. Foreign currency accounts/deposits shall be opened and maintained, subject to the Foreign Exchange Regulations and the directives and notifications, issued by the Government of Pakistan and the State Bank of Pakistan, from time to time.
18. Monthly average balance in saving account for accrual of profit/return will be taken from the first to the last day of the month.
19. The Bank may accept for collection, cheques and other instruments payable to the Customer, at the sole risk of the Customer. All cheques and other instruments shall be crossed before they are deposited for crediting in the account. The Bank shall endeavour to collect such cheques and instruments promptly. However, the Bank accepts no responsibility for any delays. In case of delay or loss in collection of cheque(s), the Bank will follow-up with the concerned for swift resolution.
20. In case of countermanding of cheque and Stop Payment instructions, if the Customer has informed the Bank via proper channel prior to the encashment of the said instrument, then the customer will not be liable for any loss incurred. However, the Bank is liable to observe due diligence in good faith.
21. The Bank will take due care to ensure that the credit and debit entries are correctly recorded in the account of the customer, but, in case of any error, the Bank shall be within its right, at all times, to correct the entries, and to recover any amounts due from the customer, wrongly credited to the account and shall inform the Customer subsequently. The Bank shall not be liable to the Customer for any damages, losses etc. suffered consequential to such errors/adjustments.
22. In case of the Bank receiving notice of death or bankruptcy of an individual customer, through receipt of official notice or as and when become's aware of it from any other reliable source, the Bank will not be obliged to allow any operation or withdrawal except on production of a succession certificate or other court order, from a court of competent jurisdiction.
23. The Bank may, from time to time, prescribe minimum balances, required for various types of accounts. In case, the balance in an account falls below the minimum balance requirement, service charges will be levied, as determined by the Bank, from time to time, as per the Bank's schedule of charges and as allowed by the State Bank of Pakistan.
24. Charges for the services shall be levied, as per the Bank's Schedule of Charges. However, the Bank may amend charges in accordance with Schedule of Charges applicable from time to time.
25. The Customer shall be deemed to have represented to the Bank on oath that the funds/account shall not be used for money laundering purposes, any terrorist activities or any other unlawful purposes and that the sources of funds deposited in the account from time to time shall always be lawful.
26. Cash withdrawals from foreign currency accounts shall be subject to availability of foreign currency notes.
27. All parties to a joint/partnership account shall be jointly and severally liable to the Bank for all liabilities incurred on the account.
28. In case of pricing of interest or mark-up on overdraft, the Bank may charge a fixed or floating rate, as agreed with the Customer, in accordance with the prevailing rules and regulations.
29. Illiterate Customer will not be liable for cuttings and alterations on cheques, unless duly authenticated.
30. Interpretation of Terms and Conditions mentioned in account opening form will be considered final and binding. However, in case of any dispute, matter should be referred to SBP and the decision of SBP will be final and binding in that case.
31. The Bank's Schedule of Charges (SOC) will be updated/ amended after every six months and the Customer is liable to avail the said facility from any of the Bank's branch or Website.
32. The Bank reserves the right to amend, alter or modify these Terms and Conditions, and revisions will be binding on all customers, subject to intimation of changes to customers 30 days in advance through different channels.
33. These Terms & Conditions are consistent with the Guidelines of Business Conduct provided by State Bank of Pakistan, and all relevant provisions of the Guidelines apply to banking services.
- JS RAABTA CURRENT ACCOUNT**
- I/We confirm my/our understanding that.
34. The telecom packages offered in relation to JS Raabta Current Account are to be determined by the Bank and the relevant telecom company and are subject to change from time to time and/or discontinuation at the Bank and the Telecom Company's sole discretion. In case of any change in the telecom package attached with the JS Raabta Current Account variant, I/We will be informed of the change.
35. I/We will be required to make an initial deposit of such amount as may be prescribed by the Bank at the time of opening the JS Raabta Current Account, which will be placed in an account pledged to the Bank ("Amount under Pledge"). The minimum Amount under Pledge and the minimum balance required to be maintained in the JS Raabta Current Account shall be subject to the Bank's policies in this regard, as amended and/or substituted from time to time. I/We irrevocably authorize the Bank to hold the Amount under Pledge during the term of JS Raabta Current Account and further agree that I/We shall not be entitled to redeem the Amount under Pledge during the term of JS Raabta Current Account. The relevant Amount under Pledge shall only be released at the time of closure of the JS Raabta Current Account, provided that no amounts are outstanding and payable by me/us to the Bank and/or Telecom Company at the time of closure of my/our JS Raabta Current Account.
36. I/We shall be solely responsible for providing the Bank and/or Telecom Company with all documents, which the Bank and/or Telecom Company may reasonably require, in order to open

- the JS Raabta Current Account and to issue the SIM to me/us as per my/our selected telecom package. The SIM will be delivered via the Telecom agent once the JS Raabta Current Account has been activated. In case the area of residence is not accessible, I/We may collect the SIM from the respective Telecom franchise.
37. I/We shall only be entitled to obtain one (01) SIM per JS Raabta Current Account, provided, further, that I/We may not have more than five (05) SIM cards registered in my/our name as per the rules and regulations of the Pakistan Telecommunication Authority ("PTA").
 38. If I/We am/are already availing mobile services from the Telecom Company at the time of opening the JS Raabta Current Account, I/We can retain the existing mobile number. However a new SIM card will be provided to me/us by the Telecom company. Where I/We wish to port the mobile number from the network of a mobile network operator other than the Telecom Company, such porting of the existing mobile number shall be subject to compliance with all applicable rules and regulations of the PTA as well as the relevant policies of the my/our existing mobile network operator and the Telecom Company.
 39. I/We acknowledge and agree that the Bank does not act as the agent or partner of the Telecom Company and that it shall not be responsible in any way for the performance, reliability and usability or fitness for purpose of the telecom services provided by the Telecom Company. Any issues or difficulties experienced by in relation to the telecom services shall be taken up with the Telecom Company independently. Furthermore, I/We shall be solely responsible for acquiring the necessary hardware/devices needed to avail the services of the Telecom Company at my/our expense.
 40. I/We acknowledge and agrees that the usage limits in respect of the telecom package linked to JS Raabta Current Account will be made available on a monthly basis and that any portion or limit of the telecom package not utilized cannot be carried forward or redeemed in the following month(s). I/We acknowledge that provision of all free product benefits and the telecom package are subject to meeting the monthly average balance requirement as defined for each JS Raabta Current Account variant.
 41. I/We acknowledge that once a JS Raabta Current Account has been opened with the Bank, the telecom package associated with that JS Raabta Current Account cannot be varied. In the event that the I/We choose to avail product bundles or services from the Telecom Company over the defined or set limit of the relevant telecom package selected at the time of opening the JS Raabta Current Account, additional charges may be incurred for which I /We shall be directly liable to the Telecom Company.
 42. I/We acknowledge that any additional charges incurred as a result of exceeding the limit of the relevant telecom package shall be borne by me/us.
 43. The Telecom Company shall inform through an SMS when my/our telecom package reaches 70% and when it reaches 90%. I/We may confirm the remaining credit limit of the telecom package by texting *444#, subject to applicable charges.
 44. I/We acknowledge that the Bank will only pay the fixed charges under the selected telecom package if I/We maintain the minimum average balance required in the JS Raabta Current Account. I/We irrevocably authorize the Bank to debit the relevant charges from my/our JS Raabta Current Account in the event that the minimum average balance is not maintained in the JS Raabta Current Account or the usage limit under the subscribed telecom package has exceeded.
 45. If I/We do not maintain sufficient funds in the JS Raabta Current Account to cover the amount due to the Telecom Company under the relevant telecom package, I/We shall be directly liable to the Telecom Company for payment of the outstanding amount. Furthermore, I/We hereby irrevocably authorize the Bank to transfer the Amount under Pledge to the Telecom Company for adjustment against any outstanding charges, after which I/We shall be informed and my/our JS Raabta Current Account will be closed by the Bank.
 46. I/We agree and consent to the Bank notifying the Telecom Company in the event that the I/We fail to maintain sufficient funds in my/our JS Raabta Current Account in order to clear the dues of the Telecom Company as per my/our selected telecom package.
 47. In the event that I/We fail to pay any additional charges due to the Telecom Company in excess of the amount payable under my/our chosen telecom package, the Bank shall be entitled to close the JS Raabta Current Account as per the existing policies of the Bank with prior notice to me/us and to release the Amount Under Pledge to the Telecom Company.
 49. I/We shall be responsible for ensuring compliance with all applicable laws, including rules and regulations of the PTA, in relation to my/our use of the selected telecom package and shall indemnify the Bank against any and all costs, expenses, claims or damages howsoever arising from the my/our use of the telecom package.
 50. I/We authorizes the Bank to share all relevant details pertaining to my/our JS Raabta Current Account with the telecom company in order to facilitate settlement of amounts payable under my/our telecom package.
 51. Dormant/inactive JS Raabta Current Accounts will be dealt with in accordance with the Bank's existing policy for dormant or inactive accounts.
- PLS SAVINGS PLS NOTICE AND PLS TERM DEPOSITS**
52. I/We confirm my/our understanding
 - a) that the Profit/Loss Sharing Scheme of the Bank is limited to the profit/loss of the business of the Bank, and
 - b) that the Bank alone will decide on the use and investment of the funds credited to my/our account and will determine the profit/loss accruing for any period and will decide the portion thereof to be allocated to my/our account, it being the intent that any such use, investment, determination, decision or allocation may be made by the Bank in such manner and on such basis in accordance with such principles, as the Bank alone may in its absolute discretion decide from time to time. I/We shall not question the basis for determination of such profit/loss by the Bank and neither shall I/we have right to request for any documents or other evidence from the Bank, relating to

such determination.

53. The Bank may accept to the account, cheques, drafts, orders, remittances, dividends, warrants, interest/profit coupons or other negotiable instruments, drawn on and payable to the order of the Customer and/or to bearer and/or endorsed in favour of the Customer, at the sole risk of the Customer, subject to realization. For cheques/drafts drawn in any other country; other than Pakistan, the relevant laws pertaining to such collections/ realization may apply. Un-cleared items though credited shall not be drawn against and if the same are allowed to be drawn against, the Bank shall have the right to debit the account, if the proceeds of the instruments are not realized. The Bank reserves the right to refuse instruments drawn to the order of third parties, unless prior endorsements are covered to the satisfaction of the Bank. The Customer agrees to indemnify the Bank, at all times, from and against all losses, damages, (including, but, not limited to any loss arising from cheques and other negotiable instruments being forged, counterfeit and/or obtained by fraudulent means) actions, suits, proceedings, accounts, claims, liabilities, expenses, costs and fees which the Bank may incur or sustain on account of the Bank accepting for credit and/or crediting the account with proceeds of such cheques, negotiable instruments, remittances, drafts, orders etc.

DEPOSITS

54. If the amount indicated on the "deposit slip" differs from that of the "later cash count" conducted by the bank, the Bank's cash count will be final and conclusive. Furthermore, the Bank may correct/amend any erroneous & incorrect posting of entries and inform the customer accordingly.
55. Cash deposits of the following currencies are acceptable to the Bank: US Dollars, Pound Sterling, Euro, & Japanese Yen. However, the Bank may decline handing of any such transactions, at any time without assigning any reason.
56. The Customer is entitled to conduct deposits/withdrawals at any of the Bank's branches in Pakistan, under the country wide Online Banking facility, offered by the Bank. However, the Bank may withdraw such facilities, without assigning any reason or notice whatsoever, and the customer will be liable for any losses or damages resulting from the use of the services or the withdrawal thereof
57. In case a deposit matures on a public or bank holiday, then, the Bank shall pay the deposit and/or the return/profit thereon, on the next working day when the Bank is open for business.

WITHDRAWALS

58. Cheques may only be drawn on printed forms supplied by the Bank. The Bank reserves the right to refuse payment of cheques drawn otherwise.
59. Withdrawals may also be made by counter cheques, which are available at the Bank. However, the Customer must personally call upon the Bank where the Customer maintains the account for such transactions.
60. In the event that no transaction takes place in the customer's account for more than 12 months consecutively, the Bank may close such an account forthwith and refund any balance maintained in that account to the last known customer address available with the Bank.

61. Cash withdrawals from foreign currency accounts are subject to restrictions whether governmental or other-wise and on the availability and convertibility of foreign currency, at the relevant time.
62. Any withdrawal of a term deposit before maturity shall be at the Bank's decision and the rate of profit or return applicable for the period shall be on such term deposit, as maintained before withdrawal. Any penalties and costs associated with the premature encashment shall be levied and recovered in accordance with the Bank's Schedule of charges.
63. The Bank may, at any time, at its discretion and without notice to the Customer, assert a lien and/or exercise a right of set-off on any balance standing to the credit of any account of the Customer and apply any part thereof to reduce any indebtedness of whatsoever nature that may be owing to the Bank.
64. Where operation of a joint account with the Bank by a single signature is permitted, if any one of the signatories dies, any other signatory shall be entitled to make withdrawals, if it has been specified in the account operating mandate. In all other cases, no withdrawals shall be allowed upon the death of the Customer, except on production of a succession certificate from a court of competent jurisdiction.

FOREIGN CURRENCY DEPOSITS

65. The following Terms and Conditions in addition to the Terms of Account, mentioned here in above shall apply to foreign currency accounts and deposits, (other than those opened pursuant to F.E. Circular No. 25 dated 20th June 1998, issued by the State Bank of Pakistan):
- A Foreign currency account(s) and/or a foreign currency deposit with the Bank is held by the Bank and subject to the directives of the State Bank of Pakistan, as contained in the updated Foreign Exchange Manual and all directives and circular issued by the State Bank of Pakistan, from time to time. The account relationship and all deposits are governed by and subject to the laws of Pakistan, as may be effective, from time to time, during the relative deposit period.
 - The Bank shall not be liable to the Customer in the event of Failure or the inability of the State Bank of Pakistan to release the requisite foreign currency for civil strife or action by the government or any instrumentality of or in Pakistan perverting such payment (whether de jure or de facto) to be made to the customer in the requisite foreign currency.

CHEQUE BOOKS

66. The Bank reserves the right to issue cheque books and/or fresh cheque forms only to the Customers (or their authorized representatives) and properly introduced or known to the Bank, who continue to conduct their accounts satisfactorily and maintain required minimum balances, at all times.
67. When not in use, cheque book/forms should be kept in a safe place, preferably under lock and key. In case of loss or theft of cheque book or any of the cheque forms should be immediately notified to the Bank, if the Customer reports the incident to the concerned bank/branch, before payment of the lost cheque(s), he/she will not be liable for any loss or

damages. However, in any case, the Bank is liable to observe due diligence in good faith.

EXTRACT OF TERMS OF ACCOUNT FOR FOREIGN CURRENCY ACCOUNTS

68. The Bank is subject to all applicable circulars, orders, rules, regulations, laws, decrees and restrictions issued by competent governmental and other regulatory authorities in Pakistan and the liability of the Bank for payment is governed by applicable laws and regulations in force in Pakistan, and in particular, the State Bank of Pakistan, at the relevant time. Repayment of any deposits, account balances or interest/profit there-on is subject to any acts of the Government of Pakistan or the State Bank of Pakistan.

RETURN ON ACCOUNTS

69. Profit on Rupee PLS saving accounts is paid twice a year for periods ending June and December, after respective profit computations are completed for each period, based on monthly average balance. Profit on Rupee Plus account is disbursed on a monthly basis and calculated on daily product basis subject to final adjustment in accordance with applicable regulations.
70. Profit on Rupee Term Deposit is disbursed on monthly/quarterly/six monthly or on maturity based on the tenor or the deposit at the option of the Customer. For term deposit roll over, the rate applicable for that day will apply. All these rates are subject to final adjustment, as per applicable regulations.
71. No profit or interest is paid on foreign currency savings and current accounts, all PKR current accounts and Basic Banking Account.
72. Profit on Foreign Currency Plus Saving accounts is paid quarterly. Profit on time deposit is paid upon respective maturity dates of such deposits. Interest frequency may be changed as per terms & conditions of each product.

GOVERNING LAWS

73. The Bank is subject to all applicable circulars, orders, directives, rules, regulations, laws, decrees, and restrictions issued by competent governmental and other regulatory authorities in Pakistan and the liability of the Bank for payment is governed by applicable laws and regulations in force in Pakistan, as amended, from time to time. Repayment of any deposits, account balances, or interest/profit thereon is subject to any acts of the Government of Pakistan or the State Bank of Pakistan or any competent governmental and other regulatory authority in Pakistan.
74. The Bank reserves the right to add to or alter these terms of account, at any time, at its sole discretion and may display the same at the Bank's premises and website, from time to time, which shall be binding on the customer. However, any changes in the terms of account shall be duly informed to customers within 30 days advance notice. Moreover, the terms of maintaining an investment account or other deposits for fixed period with the Bank, by whatever name called, shall be alterable with the written consent of the depositor. In the event that the depositor does not consent to the proposed alterations, the bank shall have the right to close such accounts, after giving 7 day's notice to the depositor.

75. The Bank reserves the right, without prior notice to the Customer, to debit the account for any expenses, fees, commission, mark-up/interest, Zakat, withholding tax, F.E.D. on banking services and any other federal, provincial or local tax or levy, stamp duty, central or provincial excise duty, tax, duty, or any other cost, charges or expenses arising out of any transaction or operation of the account or term deposit with the Bank, or as may be payable to the provincial or federal government, as may be levied from time to time.

ASSIGNMENT/TRANSFER/PLEDGE

76. The account holder agrees not to assign, transfer or charge to any third party by way of security (other than the Bank or any of its branches), the amounts deposited or holding to the credit of the account of the customer without the consent of the Bank. The Bank shall not be bound by notice of any assignment or transfer or charge in favour of a third party by way of security as aforesaid.

BASIC BANKING ACCOUNT (BBA)

77. The following Terms and Conditions are applicable to the Basic Banking Account (BBA) in addition to other relevant Terms and Conditions specified here in above:
- a) A BBA can be opened with a minimum initial deposit of Rs. 1000/- (Rupees One Thousand Only).
 - b) There shall be no limit on minimum balance. In cases, where balance in BBA remains 'Nil' for a continuous period of six (6) months, such accounts may be closed by the Bank.
 - c) There shall be no fee charged to the Customer for maintaining a BBA.
 - d) The Customer shall be allowed a maximum of two deposit transactions and two cheque withdrawals, free of charge through cash/clearing, per month. Any transactions above the aforesaid shall be subject to a charge levied by the Bank.
 - e) Statement of account shall be issued once a year.
 - f) The BBA shall be a non-remunerative account; therefore, no interest or mark-up shall be paid on a BBA.

UNCLAIMED DEPOSIT

78. **The Bank is required to surrender to State Bank of Pakistan all those deposits/financial instruments which have not been operated upon during the period of last ten years, except deposits in the name of a minor or a Government or a court of law. A debt payable either in Pakistani currency or any other (foreign) currency is owing by a banking company by reason of a deposit (time/demand deposit, or any other kind of deposit) or a financial instrument (pay slips/pay orders/D.Ds/T.Ts/M.Ts, or any other financial instrument), not being recorded in the name of a minor or a government or a court of law, in respect of which no transaction has taken place and no statement of account has been requested or acknowledged by the creditor during a period of ten years as reckoned under Subsection (1) of Section 31 of BCO 1962, will be classified as unclaimed deposit/instrument.**

BANK'S RIGHT TO CONSOLIDATE AND SET-OFF

79. Notwithstanding any provision to the contrary contained in these Terms and Conditions, the Bank shall have the right at any time and at its sole discretion to consolidate, combine

and/or merge all or any account in the name of the Customer, without prior notice to the customer and such right to consolidate, combine and/or merge shall include the right to adjust or set-off any indebtedness that the Customer may incur in favour of the Bank, irrespective of the currency or currencies involved.

HOLD-MAIL INSTRUCTIONS

80. The Bank may in its sole discretion, upon a written request of the customer, provide a "Hold Mail" facility where by the Bank shall retain for periodic collection by the customer or his/her/its/their duly authorized agent, all communications or statements of account relating to the Customer's account. The Bank will hold all mail, addressed to the Customer for a maximum period of three months, from receipt and such mail will be deemed to have been received by the Customer. The Bank is authorized to charge a fee, as per Bank's schedule of charges, as revised from time to time, for this service and to hold, open and/or handle all such mail in such manner as the Bank deems fit. Any such fee charged by the Bank may be debited by the Bank from the account holder's account. If the account holder fails to collect any such mail within a period of three (3) months, the Bank is authorized to destroy the same, at any time thereafter at the Customer's sole risk and responsibility, and in doing so the Bank shall be discharged from all responsibility or liability in respect thereof, notwithstanding the fact that the Customer may not have knowledge of the contents of the mail, until the customer has collected such mail, in case such contents may have legal consequences or affect the Customer's rights with the Bank, the Customer shall bear the sole risk of any such consequences and hereby indemnifies and holds harmless the Bank for any losses, costs, damages and expenses incurred by the Bank arising from such mail.

STANDING ORDER

81. The Customer shall maintain sufficient balance in the account(s) to enable the Bank to meet any "Standing Order(s)" as may be given to the Bank by the customer, from time to time. The Bank reserves the right on the date of effecting such Standing Order(s), as may be given to the Bank by the Customer, from time to time, to determine the Priority of such Standing Order(s), against cheques presented for collection to the Bank, or any other existing arrangement made with the Bank.
- a) In case, the Account of the Customer has insufficient funds to meet such Standing Order(s), as may be given to the Bank by the Customer, from time to time, the Bank may in its absolute discretion, choose to inform the Customer of the same, and to decide whether or not to execute such Standing Order(s). If there are insufficient funds in the account, the Bank may cancel such Standing Order(s), as may have been given to the Bank by the Customer, from time to time, without notice to the Customer.
- b) The Standing Order(s) that may be given to the Bank, from time to time shall remain in effect, notwithstanding the death or bankruptcy of the Customer, until notice of such death or bankruptcy is given to the Bank, in a manner acceptable to the Bank. Amendments to such Standing

Order(s), as may be given to the Bank, from time to time by the Customer must reach the Bank at least one week before the next successive payment is due.

- c) The Bank shall levy a charge in its absolute discretion for effecting any amendments to the Standing Order(s) given by the Customer to the Bank from time to time, as well as, for each new Standing Order. The Bank may also in its absolute discretion levy a charge for each Standing Order not affected by the Bank due to insufficient funds in the account of the Customer.
- d) The Bank shall levy a charge for each Standing Order payment effected by the Bank. This charge shall be additional to any cost, incidental postage and or stamp duty which may be paid by the Bank with respect to each Standing Order payment effected by the Bank.
- e) The Bank shall be indemnified and held harmless by the Customer from any loss, or claims made against the Bank, in relation to, or as a consequence of affecting any Standing Order(s), as may be given to the Bank by the Customer, from time to time.

ACCOUNT STATEMENT

82. Bank will send statement of accounts, as per frequency stipulated by SBP and only charge, as per rules set by SBP. Customer may notify any discrepancies in statement of accounts within 45 days from the date of issue, after which the statement will be considered final. In case of any error, the Bank reserves its right to make adjusting entries to rectify the error and recover any amount wrongly paid or credited to any person together with any accrued interest/profit and inform the Customer subsequently. However, the Bank shall not be liable for any loss or damage caused to the Customer, due to such error(s) or any consequential loss arising there from. Apart from mandatory provision of statement of account (SOA), SOA may be provided by the Bank, subject to charges, as applicable under its schedule of Bank Charges, upon receipt of written request by the customer/account holder only. Statement of account is not sent to the Customer whose account has been marked as dormant, as per directives of the State Bank of Pakistan. The Bank may also send statement of account in Electronic Form instead of hard copy to the Customers subject to customer consent for sending Electronic Statement of accounts instead of hard copy has been received by the Bank.

DISCLOSURE OF INFORMATION

83. While the Bank maintains strict confidentiality in all matter relating to the account(s) and business as required under the law and the regulations. I/We hereby consent to the Bank (and/or any of its officers/employees) to disclose any information concerning me/us, my/our business, my/our accounts held with the Bank or any of its associated or related banks/companies, or my/our relationship with the Bank or any of its associated or related banks/companies to any of the following:
- a) any office or branch of the Bank, or any of its associated or related banks/companies;
- b) any agent, contractor or third party security provider, or any professional adviser to the Bank or any of its associated

or related banks/companies;

- c) any of/my our guarantor .or third party security provider;
 - d) any regulatory, supervisory, governmental or quasi-governmental authority with jurisdiction over the Bank or any of its associated or related banks/companies;
 - e) any person to whom the Bank or any of its associated or related banks/companies is required or authorized by law or court order to make such disclosures;
 - f) any of the Bank's actual or potential participant or sub-participant, assignee, nominee, or transferee of, the Bank's rights and/or obligation in relation to you;
 - g) any other person under the duty of confidentiality to the Bank or its associated or related/companies;
 - h) any Bank or financial institution with which I/We have or proposed to have dealings.
84. Regardless of whether such recipients in each case is located in Pakistan or in another country that does not offer the same level of data protection as Pakistan and regardless of whether such information will, following disclosure, be held, processed, used or disclosed by such recipient in Pakistan or another country.
85. The Bank through appropriate Non-Disclosure Agreement (NDA) will ensure that parties to whom customer details are transferred treat me/our information securely and confidentially.
- The Bank and its associate or related banks/companies will retain my/our information as long or as required by legal, regulatory, or accounting requirements or to protect the interest of the Bank and its associated or related/companies.

CLOSING OF ACCOUNT

86. The Customer may close any account by giving prior written notice to the Bank. The Bank, may, however, either, at its own instance, or at the instance of any Court, administrative order, tax authority or otherwise, close, freeze or suspend dealings on the account, without prior notice to the Customer and without being liable for any duty it may owe to the Customer. The Bank reserves the right, at its sole discretion and without notice to the Customer, to close the account, which is not being operated in a manner satisfactory to the Bank or for any other reason whatsoever, without disclosing the reason for closure of the said account to the Customer. On closure of an account, any unused cheque(s) relating to the account must be returned forth with by the Customer to the Bank. Alternatively, it must be confirmed to the satisfaction of the Bank in writing that the unused cheques have been destroyed. The Bank shall have discharged its liability with respect to the account by mailing to the Customer, at his/her/its last known address on record, a bank draft in the currency of such account, payable to the order of the Customer in the amount of the then credit balance of such accounts less deductions in respect to the account of any claim that the Bank may have on such funds, constituting the credit balance. Without prejudice to any right and remedies available to the Bank, any amount owing by the Customer to the Bank shall be paid upon first demand by the Bank, if there are insufficient funds in the account.

DEBIT CARD

87. These Terms and Conditions apply to both Primary &

Supplementary, henceforth termed as Debit Cards ("The Card").

87.1. Definitions:

In these Terms and Conditions, the following terms shall have the following meanings:

"Account": The Customer's Account with the Bank on which the Customer is entitled to operate and give instructions contemplated under these Terms and Conditions.

"ATM": Any automated teller machine installed and operated by the Bank or any other participating bank or financial institution, at various locations in Pakistan, whether of a particular bank or a shared network, at which, amongst other things, the Customer can use the Debit.

"Bank" or "us": JS Bank Limited.

"Card": The Debit card and/or Debit card provided to the Customer by the Bank for use on the Account and for availing the services stated in these Terms and Conditions.

"Facilities" or "Services": The services and facilities, as specified under these Terms and Conditions, that may be availed by using the Debit, at the discretion of the Bank and any other services that the Bank may in its sole discretion provide, from time to time.

The "Holder" or "Customer": The person or persons to whom the Bank has issued a Debit and whose name appears on it, including the joint Account Holders or Supplementary Card Holders to whom a Debit has been issued by the Bank.

"Merchant": Any merchant authorized by an agreement, in writing with the Bank to accept Debit on presentation by the Customer, as a payment means for goods or services or for carrying out Transactions, as provided in the Terms and Conditions.

"PIN": The personal identification number the Customer uses with the Card.

"POS": Point of sale terminals in Pakistan, whether of a particular bank or a shared network, at which amongst other things, the Customer can use the Card to access funds in the Account.

"Supplementary Card": A card the Bank issues to another person (an additional Card Holder), nominated by the Customer, including the third party mandate appointed by the Customer for the operation of his/her Account.

"Terms and Conditions": The Terms and Conditions for the use of the Debit Card, as provided herein including any and all amendments and modifications to these Terms and Conditions, from time to time, at the discretion of the Bank.

"Transaction": Any payment for goods and services to the merchant, as mentioned hereafter, such as withdrawal, balance inquiry and change of PIN by the Customer, using the Card, or Card Number or PIN.

- 87.2. The Card: The Card is the property of the Bank and is issued to the Holder, at the Bank's discretion and the Holder agrees to surrender it unconditionally and without reservation on demand by the Bank, without requiring any reason.

- 87.3. The Holder shall ensure safe and secure possession of the Card, at all times and restrict the use of the Card solely by/to the Holder, as it is not transferable.

- 87.4. The Holder shall not disclose the PIN to any person and shall

take every precaution to prevent disclosure of the PIN to any person. In particular, the PIN must not be noted upon the Card nor stored in any other manner, or in any other form, together with the Card.

- 87.5. Using the Card: The Card may be used for the following purposes:
- a) To withdraw/obtain cash, up to the daily limit for the Card, from any Debit/POS or other device, which we advise;
 - b) To obtain balance information in respect of the Account;
 - c) As a paying Card (applicable to Debit Cards, only) for the payment of goods and services at the designated Merchants Worldwide.
 - d) For any additional services that the Bank may provide to its Card Holders from time to time.
- 87.6. The Holder can use the Card only, if there are sufficient funds in the Holder's Account (designated in the application form, for issuance of the Card) or the assigned limit exists.
- 87.7. In using the Card, the Holder shall not exceed his per day/per Transaction limit and any other limits which may be imposed, at the discretion of the Bank, from time to time, based upon the status of the Holder's Account or due to exchange control or other legal requirements. Moreover, the bank operating a terminal/Debit/POS may impose its own limits and for security reasons, such bank may have additional limits on the number or amount of Transactions, which shall also be applicable to the Card, held by the Holder.
- 87.8. In the event that there are insufficient funds available in the Holder's Account for any reason to pay for any Transaction, including any mark-up, fees, charges or other payments due to the Bank, the Bank may at its own absolute discretion set off any credit balance/proceeds of instruments or other items of the Holder available with the Bank or transfer sufficient funds from any other Account, maintained by the Holder with the Bank to the Account to which the Card is being applied to recover any amount due to the Bank.
- 87.9. The Card shall only be used by the Holder. The Holder is not allowed to give his/her Card to third parties or make it accessible to such in any way.
- 87.10. The Holder shall accept the Bank's records of all Transactions made, through the use of the Card, as conclusive and binding for all purposes. Moreover, the Holder accepts that any Transaction information appearing on any print out issued to the Holder by a Debit/POS or any other device equipped for such purpose shall not constitute a receipt or acknowledgement by the Bank or evidence of the correctness of the transaction, but shall merely serve as a memo, based on the Holder's instructions. In the event that the Holder disputes any Transaction through the Card, the Bank will not be liable to disclose its internal records to the Holder.
- A certificate of the correctness of the transaction by the Bank shall be accepted, as conclusive and final by the Holder.
- 87.11. The Holder acknowledges that the information appearing on the screen or printed inquiry slip or statement issued by a Debit/POS or any device equipped for the use of the Card should not, for any purpose whatsoever, be taken, as conclusive of the state of the Holder's Account with the Bank.
- 87.12. In the event that the Holder suspects possible errors in his/her

receipt/statement and requires more information or clarification in relation to the same, the Holder shall write or call the Bank, as soon as possible, and in any case, not later than five (5) business days, from the date of receiving such statement, unless the Holder is prevented for doing so due to his/her being out of the country or any such compelling reasons.

- 87.13. A Transaction cannot be cancelled by the Holder after entering the PIN at the POS.
- 87.14. The Bank will normally debit the amount of any Card Transaction to the Account, as soon as, the Bank receives notification from the Merchant in connection therewith. The Bank will not be liable for any loss resulting from any delay therein. The Customer agrees to reimburse the Bank for any amounts that are due from the Holder for Transactions authorized by him/her even after closing of the Account.
- 87.15. If a retailer or supplier makes a refund for a Card Transaction, the Bank will credit the Account when it receives the retailer's or supplier's proper instructions and the funds in respect of such refund. The Bank will not be responsible for any delay in receiving such instructions and refunds.
- 87.16. Authorizing Payments: Each time the Holder uses the Card for a Withdrawal/Transaction, the Holder shall be deemed to have unconditionally and irrevocably authorized the Bank to debit his/her Account with the Bank. The Holder also undertakes to pay all taxes, levies and/or duties leviable on cash Withdrawal/Transactions by any governmental agency (Federal/Provincial/Local), from time to time.
- 87.17. The Bank is irrevocably authorized to debit the amount of all Withdrawals/Transfers/Transactions, made through the use of the Card and entering of the correct PIN in any device equipped for this purpose, to the Holder's Account with the Bank, whether or not made with the Holder's knowledge or authority. The risk arising from the use and the misuse of the Card is thus solely assumed by the Holder and the Bank will not be liable in respect of the same.
- 87.18. It is the duty of the Holder to check on the prevailing rates of respective charges levied by the Bank, which are recorded and readily in the SOC available at the Bank's premises.
- 87.19. Furthermore, to settle all/any charges accrued on the customer's card from the card generation date, the bank has the right to debit any other account of the Customer maintained within JS Bank Ltd, upon availability of funds in that account.
- 87.20. Schedule of Charges: The Bank at its sole discretion reserves the right to impose facilities charges, provided in connection with and through the use of the Card. Such charges may be amended, as determined by the Bank, from time to time, in which case the amended charges shall be notified to the Holder or made available to the Holder, at the Bank's premises. The Holder undertakes to pay bank charges for enrolment, annual subscription, renewal, replacement fee of the Card and/or service charges, and penalties for below the minimum balance requirement, etc. The Bank will be entitled to recover all such charges/fees etc. at prevalent or enhanced rates from the Account of the Holder, at its discretion, at any time and no request or claim for refund would be entertained by the Bank.
- 87.21. If amounts overdrawn are not paid within 15 days along with

service charges, the Bank shall have the discretion to withdraw the facilities and recover the outstanding balance by setting-off any other funds or credit balances, available in other accounts of the Customer, without prejudice to the Bank's right to initiate recovery proceedings.

- 87.22. Loss/Misuse/Theft: The Holder shall notify the Bank immediately should the Card be lost or stolen or should the PIN be disclosed or if the Holder suspects that the Card has been used in a manner, not authorized in terms hereof.
- 87.23. If the card and/or the supplementary card is lost/stolen or the ATM PIN or T PIN is disclosed to any third party in whatsoever manner or the card and/or the supplementary card is handed over by the card member to a third person, the card member and/or the supplementary card shall immediately notify the said loss, theft or disclosure with all material particulars including the card and/or the supplementary card to the Bank.
- 87.24. Furthermore, the Bank has the right to recover all unauthorised charges or Cash advances made prior to the reporting of lost or theft provided that the card member is not liable for any unauthorised card transaction made subsequent to reporting such loss, theft or disclosure of PIN if there is due notification by the card member or supplementary card member of such loss, theft or disclosure to the bank.
- 87.25. Liability: The Holder has no claim to any compensation from the Bank or its affiliates, if use of the Card is not possible, due to technical malfunctions, operations failures, strikes, civil unrest, acts of God, war or any other reason whatsoever, whether or not beyond the control of the Bank, and the Bank excludes all liabilities for all losses and damages, suffered by the Holder for not being able to use the Card. Without the generality of the foregoing, the Bank shall not be liable for any act, errors, neglects or defaults, actions or omissions, insolvency or failure in business of any of the Bank's correspondents, the banks participating in the Debit network, the Bank's sub agents or other agents or of their employees.
- 87.26. The Holder must raise any claim, objection or dispute, regarding any Transaction, with the Bank, within fifteen (15) business days, from the date of the subject Transaction. A failure to do the same shall absolve the Bank of any liability in relation to the subject Transaction.
- 87.27. In the case of Joint Accounts, although each Holder may have his/her own Card, each Holder is fully responsible for all Transactions, carried out by any Card issued for use on the Account.
- 87.28. Supplementary Cards: The Bank reserves the right to issue Supplementary Cards only to such persons who are notified to the Bank by the principal Card Holder, as third party mandatees, in respect of the principal Card Holder's Account. The Bank also reserves the right to refuse issuance of such Supplementary Cards in the event that the requisite subject identity required third party mandate is not in place.
- 87.29. The principal Card Holder shall accept full risk, responsibility and liability for ensuring that the Supplementary Card Holder complies with these Terms and Conditions and the principal Card Holder will have to pay for all Transactions carried out using the Supplementary Card and PIN, including those charged to the Account after the Supplementary Card has

been returned to the Bank.

- 87.30. In the event that the third party mandate, given by the principal Card Holder to a Supplementary Card holder is terminated, disputed, withdrawn or ceases to have effect for any reason whatsoever of which the Bank shall be the sole judge; the Bank shall have the right to discontinue the Supplementary Card provided, with immediate effect. However, the Primary Card Holder shall be liable for all Transactions effectuated up to the point of receiving a written intimation or notification by the Bank, from the Account Holder, as to the withdrawal or termination of the mandate of a Supplementary Card Holder.
- 87.31. The Holder accepts that all Transactions made with the Card shall be binding on Joint Account Holders jointly and severally. The issuance of the number of Cards for the Joint Account shall be as per the request of the Joint Account Holders.
- 87.32. Giving out Information: The Bank may disclose information about the Holder and his/her Card to its affiliates. JS Bank Limited and/or affiliates may also disclose such information to other governmental or regulatory agencies, including the State Bank of Pakistan ("SBP"), the Securities and Exchange Commission of Pakistan ("SECP") and such other authorities, or as may otherwise be required by law or by a court of competent jurisdiction.
- 87.33. Ending your right to use the Card: The Holder accepts that the Bank may block the Card Transactions or any services, linked with the Card at any time, without providing reasons to the Holder and without affecting the Holder's liabilities and obligations to the Bank. Refusal of any Card operated machine(s) to accept use of the Card or retention of the Card by an ATM shall be construed as withdrawal/ cancellation of the Card, until confirmed otherwise by the Bank upon inquiry by the Holder.
- 87.34. The Holder shall immediately return the Card for cancellation should the Holder's Account be closed or should the Holder decide to discontinue use of the Card, by breaking the Card in half and returning both halves to the Bank.
- 87.35. The Bank reserves the right to destroy the Card if not collected within eight (8) weeks from the date of issue.
- 87.36. General: The Terms and Conditions shall be read in conjunction with the general Terms and Conditions, governing Accounts of Customers held with the Bank as amended, from time to time and the general policies of the Bank, from time to time.
- 87.37. The Terms and Conditions shall supersede all related proposals, statements, forms, agreements and arrangements and/or any written or other communications, executed between the Bank and the Holder with regard to the facilities available through use of the Card.
- 87.38. The Principal Card Holder's and/or Supplementary Card Holder's signature on the application form for issuance of the Card or in any other document where-by the Principal Card Holder and the Supplementary Card Holder may apply for a Supplementary Card (if applicable) shall indicate his/her acceptance of these Terms and Conditions.
- 87.39. If the Bank does not enforce any Terms or Conditions herein, or delays in enforcing the same shall not constitute a waiver by the bank and therefore, this will not prevent the Bank from

enforcing it, at an alternate date.

TELE-BANKING SERVICE

88. These Terms and Conditions relate to the 24-Hour Tele-banking Services available with JS Bank Limited henceforth referred to as ("Tele-banking Services"). "I, we, us, my, our" means the Customer who has an Account available with JS Bank Limited on which the Tele-banking Services is available. If you have a Joint Account, reference to "we, us or our" includes all the Account Holders, together and separately "you, your" means JS Bank Limited. Other terms used herein below shall have the same meaning, as the words defined in the Terms and Conditions, relating to the Card.
- 88.1. I/We agree and undertake to accept and to be bound by, and not to deny, any instructions that may be given under my/our Account Number or PIN.
- 88.2. In the event that any of my/our Account(s) with you which are entitled to participate in your Tele-banking Services required to be operated upon the authority of two or more persons jointly, then, notwithstanding any instructions to the contrary or anything contained in any Account opening form or in any resolution or other document authorizing the operation of my/our Accounts with you, I/we hereby agree and authorize each such authorized person to avail of the services available under your Tele-banking Services in respect of my/our said Account(s) singly, through the use of my/our Account Number and PIN.
- 88.3. I/We hereby agree and undertake not to make any claim against you, as a consequence of, or in respect of, the provision by you to me/us and or any person authorized to operate my/our Account(s) with you of any services under your Tele-banking Services and/or any information provided there under. I/We further agree and undertake to keep my/our PIN confidential and not to use, or allow any third party to use, any said services for any fraudulent or unlawful purpose.
- 88.4. I/We agree and undertake that you shall not be responsible or liable for and hereby release and discharge you from all liability whatsoever regarding the misuse of my/our PIN and/or the correctness, clarity of any information received by me/us and/or any person authorized to operate my/our Account(s) with you under or through the Tele-banking Services, whether such information is provided orally, mechanically, electronically or through facsimile or data transmissions or otherwise howsoever.
- 88.5. I/We agree that you may ignore, or suspend action on any instructions received through your Tele-banking Services, in respect of my/our Account(s) if you, in your absolute discretion, deem it appropriate in your best interests to do so, and I/we confirm my/our understanding that compliance with such instructions shall be subject to the internal policies of the Bank, which may change, from time to time.
- 88.6. I/We further agree that you may debit any of my/our Account(s) with you for all costs, charges, expenses or other amounts which you may incur, as a consequence of, or in respect of, the provision by you to me/us and/or to any person authorized to operate my/our Accounts with you of any services under your Tele-banking Services.
- 88.7. I/We agree to indemnify and hold you harmless from and

against all liabilities, losses, actions proceedings, claims, costs, damages and expenses which may be incurred or suffered by you or made against you, as a consequence of, or in respect of, the provision by you to me/us and/or to any person authorized to operate my/our Account(s) with you of any services, under your Tele-banking Services.

- 88.8. In the event of any error in information or data communicated to me/us through the Tele-banking Services, I/we agree that you shall be entitled to amend the same, without incurring any liability. In case of over-payment to me/us, I/we agree to refund the same upon your first written demand.

SMS ALERTS

89. The issue and use of SMS Alert service shall be governed by the following Terms and Conditions:
- 89.1. "Facility" means the SMS Alert facility granted by the Bank to its Account Holder(s) maintaining current/saving account(s) in individual or joint capacity or any other account(s) or services, as determined by the Bank, from time to time ("Account(s)") for access to information on Account, as may be prescribed by the Bank, from time to time and usage of product and/or services as may be made available and included on mobile phone by the Bank, from time to time:
- 89.2. "MSP" means any Mobile Service Provider, through whom the Customer(s) of the Bank receives the mobile services, as notified by the Bank.
- 89.3. "Service Provider" definition includes, but is not limited to MSPs, organizations or individuals whose services are used by Bank in relation to the Facility in any capacity.
- 89.4. "Alerts" means the customized messages sent by short messaging service/text ("SMS") over the Customer(s) mobile phone.
- 89.5. The Customer(s) shall inform the Bank immediately, in writing on surrendering/discontinuing use of the MSPs mobile connection.
- 89.6. The Bank may wherever feasible extend the Facility to other MSPs from time to time.
- 89.7. The Customer(s) has requested for this Facility, which the Bank at its sole discretion may discontinue, at any time, without any prior notice and assuming any responsibility whatsoever. The Facility is currently available only to customers residing in Pakistan and having Account(s) with the Bank.
- 89.8. The Customers assumes full responsibility for the security and confidentiality of his/her mobile phone number to be used in initially gaining access to his/her enrolled Account(s) through the use of his/her mobile phone.
- 89.9. The Facility may be extended by the Bank to any other Accounts, products and or services being offered by the Bank or otherwise, at the sole discretion of the Bank, from time to time.
- 89.10. The Customer(s) is/are duly bound to acquaint himself with the detailed process for using the Facility and the Bank is not responsible for any error/omissions by the Customer(s).
- 89.11. The Customer(s) acknowledges that this Facility of the Bank will be implemented in a phased manner and the Bank may, at a later stage; as and where feasible, add more features. The Bank may at its discretion, from time to time change the features of any Alert/Facility. The Customer(s) will be solely

responsible for keeping himself updated of the available Alert, which shall, on best-efforts basis, be notified by the Bank, through its website or through any other legally recognized medium of communication.

- 89.12. The processing of registration from and its activation/de-activation service shall require a minimum of one (1) day, from the date of submission of duly filled registration form.
- 89.13. The Bank shall not be bound to acknowledge the receipt of any query/instructions of the Customer(s) nor shall the Bank be held responsible to verify any instructions of the Customer(s). The Bank shall endeavour to provide instructions on a best efforts basis and wherever operationally possible for the Bank.
- 89.14. The Customer(s) is solely responsible for intimating in writing to the Bank any change in his mobile phone number and the Bank shall not be liable for sending Alerts or other information over the Customer(s) mobile phone number in any way whatsoever.
- 89.15. The Customer(s) acknowledges that the Facility is dependent on the telecommunications, infrastructures, connectivity and services within Pakistan. The Customer(s) accepts that timeline of Alerts, sent by the Bank will depend on factors affecting the telecommunication industry. Neither the Bank nor its Service Providers shall be liable for non-delivery or delayed delivery of Alerts, error, loss, distortion in transmission of and wrongful transmission of Alerts to the Customer(s).
- 89.16. The Customer(s) accepts that each Alert may contain certain Account(s) information, relating to the Customer(s). The Customer(s) authorizes the Bank to send Account related information, as per tier-based transactions, mentioned in the Account Opening Form, though not specifically requested, if the Bank deems the same is relevant.
- 89.17. The Customer(s) must keep the SIM card and his/her mobile phone in secure/safe custody, at all times. The Customer(s) shall be solely responsible for consequences in case the Customer(s) fails to adhere to the above and/or in case of any unauthorised use of his/her mobile phone or SIM card.
- 89.18. By agreeing to the Terms and Conditions of the Customer(s) accepts the option to use the enhanced options, as and when they are made available by the Bank, which may include but not limited to; transferring of funds, making bill payments, transferring from one currency to another. Upon the Bank the offering enhanced options, the Customer(s) shall be advised the fees charged, if any for various enhanced options made available through Schedule of Charges, as published and displayed by the Bank for a specific period.
- 89.19. The Bank reserves the right to introduce additional services, from time to time. The Bank also reserves the right to send messages to registered mobile phone numbers, regarding its products, services or any related matter, from time to time.
- 89.20. In case of termination/blocking of SMS Alert service and, then, reactivation within 24 hours, in either of the case, SMS Alerts of transactions made, during the defined period (service terminated/blocked) would be sent to the Customer given mobile number.
- 89.21. The Bank may, in its discretion, withdraw temporarily or terminate the Facility, either wholly or in part, at any time, without assigning any reason. The Bank may, without prior

notice, suspend temporarily the Facility, at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the temporary suspension of the Facility. Liabilities incurred by the Customer(s) shall, however, survive the terminations of this agreement.

- 89.22. The Bank will charge a monthly SMS Alert service fee (as mentioned in Schedule of Charges), which will be non-refundable.
- 89.23. Unless otherwise waived by the Bank after Customer(s) consent is taken, the Customer(s) shall pay to Bank, fees, charges and any applicable taxes like WHT, FED etc. as levied by the Government authorities, from time to time, for the use of this service. In this connection, the Bank is hereby authorized by the Customer(s) to debit any of the Customer(s)'s Account(s) with the Bank.
- 89.24. The Customer(s) shall be liable for payment of airtime or other charges which may be levied by the MSP in connection with the receiving of the Alerts, which may be levied by the MSP, as per the Terms and Conditions of the MSP and the Bank is no way concerned with the same.
- 89.25. The Bank shall not be concerned with and will not be held liable for any dispute that may arise between the Customer(s) and the MSP and makes no representation or gives no warranty with respect to the quality of the service, provided by the MSP or guarantee for timely delivery of the content of each Alert.
- 89.26. The Bank shall not be held liable for any disruption or failure of providing mobile telecommunication services by the MSP. The Customer(s) agrees that any complaint, in connection with the failure of mobile telecommunication services shall be referred to and addressed by the MSP.
- 89.27. All responsibility of use of Facility by joint Account Holders shall be binding on all joint Account Holders.
- 89.28. The Bank and its employee/contractual staff will not be liable for: (a) any unauthorised use of the Customer(s)'s mobile phone number/instrument or unauthorised access to E-mail received, at his notified e-mail address for any fraudulent, duplicate or erroneous instructions given by use of the same; (b) acting in good faith on any instructions received by the Bank; (c) error, default, delay or inability of the Bank to act on all or any of the instructions; (d) loss of any information/instructions/alerts in transmission; (e) unauthorised access by any other person to any information/instructions, given by the Customer(s) or breach of confidentiality.
- 89.29. The Customer(s) accepts that all information/instructions with regard to required tiers transactions will be transmitted to and/or stored, at various locations and be accessed by personnel of the Bank (and its affiliates). The Bank is authorized to provide any information or a detail, relating to the Customer(s) Account to the MSPs or any other service providers or Government agencies, as far as is necessary to give effect to any instructions.
- 89.30. The Customer(s) shall indemnify and keep the Bank and its Service Provider(s) free and harmless from and against all liabilities, losses, claims and damages, arising from negligence,

fraud, collusion or violation of the terms of this agreement on the part of the Customer(s) and/or a third party. In addition, the Bank shall not be liable for any expense, claim, loss or damage arising out or in connection with this agreement including but not limited to war, rebellion, typhoon, earthquake, electrical, computer or mechanical failures.

INTERNET BANKING SERVICE

90. All transactions effected by the Customer through the JS Bank Internet Banking Service, as defined below, will be governed by these Terms and Conditions ("Terms and Conditions").

90.1. All capitalized terms used herein, shall have the meaning ascribed thereto in the following definitions: ACCOUNT(S) refers to the Customer's bank account, card account, home finance account, auto finance account, consumer durable finance account and/or any other type of account (each an "Account" and collectively "Accounts", so maintained with the Bank which are Eligible Account(s) for operations through the use of Internet Banking Service.

ACCOUNT HOLDER means the Customer who has an Account. Affiliate includes the Bank's authorized business partners and vendors.

PASSWORD means the Electronic Banking Personal Identification Number or Secret Number, chosen by the Customer for confirming the Customer's identity, which enables the Customer to access the Internet Banking Service. Personal Information means the information provided by the Customer to the Bank.

BANK means JS Bank Limited; a banking company incorporated, under the laws of the Islamic Republic of Pakistan, having its registered office at Shaheen Commercial Complex, Dr. Ziauddin Ahmed Road, Karachi.

CUSTOMER means the Primary Account Holder, Joint Account Holder and the mandatees authorized to use Internet Banking Service via the registration form which the Customer shall access and fill-in online, or obtain from the Bank and submit the same to the Bank after filling. In case of the Customer being a minor, the guardian of such minor shall be permitted to use Internet Banking Service. In this document all references to the Customer, being referred in masculine gender shall be deemed to include the feminine gender. For the avoidance of doubt, it is pointed out that corporate Customers of the Bank are not covered under these Terms and Conditions. Eligible Accounts means the account(s) in the name of the Customer maintained with the Bank in respect of which Internet Banking Services are offered by the Bank.

JOINT ACCOUNT HOLDER means the Joint Account Holder with the 'Either or Survivor' operating instructions. Internet Banking Service includes access to Eligible Accounts by Account Holders on the Internet whereby Account Holders can view balances, transfer funds, pay bills online and other services, as Bank may decide to provide from time to time. The availability/non-availability of a particular service shall be at the sole discretion of the Bank. Notice means a written and/or electronic Notice given to the Customer by the Bank. PRIMARY ACCOUNT HOLDER means a single person who operates and maintains any given account with the Bank.

SECURITY CODES means collectively the Password and FPIN. SOC means Schedule of Charges.

STATEMENT means bank statement, contract or transaction note, confirmation Notice for, Internet Banking Service, or any of these or similar documentation, as applicable, depending on the Internet Banking Service.

FPIN means a four- digit number needed by the Customer to perform any financial transaction using the System SYSTEM means the equipment and software contained on such equipment used by the Customer to access the Internet Banking Service.

90.2. The Terms and Conditions will only be applicable to Customer, as defined above and will be available only in relation to Eligible Accounts. All other Terms and Conditions notified by the Bank to the Customer will continue to subsist, even in situations where such individual Accounts are being dealt with by the Customer through the Internet Banking Service. Without prejudice to the Terms and Conditions pertaining to individual Eligible Accounts, these Terms and Conditions shall prevail only in respect of matters specified herein.

90.3. The Bank will allow the Customer to use the Internet Banking Service to access and operate any joint accounts, held by the Customer. All Joint Account Holders shall be issued the Security Codes, provided the account is operated severally. However, the joint accounts, which require two or more signatories, shall not be provided the Internet Banking Service.

90.4. The Customer shall be solely responsible to purchase, install and update the relevant/required hardware, software and up-to-date anti-virus software to access the Internet Banking Service.

90.5. The Customer will only access the Internet Banking Service from a computer or other device of a third party with the said party's prior permission and any loss or damage, suffered by the third party, due to such access of the Internet Banking Service will not be the responsibility of the Bank and the Customer will compensate the Bank for all losses and damage that the Bank may incur due to unauthorised access.

90.6. All material and information supplied to the Customer by the Bank in relation to the Internet Banking Service shall not be used by the Customer, except for the sole purpose of accessing the Internet Banking Service.

Security Codes.

90.7. The Customer will ensure that the Security Codes are not disclosed to a third party. The Security Codes will identify the Customer in the operation and/or access to the Customer's Account, through the Internet Banking Service. The Security Codes allow access to the user of the Security Codes to the Account that the Security Code pertain to, whether or not the Account Holder is himself accessing the Account. The Bank is neither required to nor responsible for the verification and/or confirmation of the identity of the person using the Security Codes and shall not be held responsible in any way by the Customer for breach of the Security Codes.

90.8. The Customer shall have the option of blocking all access to the Internet Banking Service in respect of his Account.

90.9. The Customer shall verify the Statement with a view to detecting any unauthorised transactions in the Customer's

Account. The Customer shall, on a regular basis, change the Password, and shall take all such additional precautionary measures that may be necessary to ensure that the confidentiality of the Security Codes and the Password is maintained and they are not disclosed or released to any third party. The Customer shall be able to reset his/her Security Codes, in accordance with Paragraph 11 herein below.

- 90.10. The Customer shall immediately change the Password, through the Internet Banking Service or notify the Bank by calling on 0800 01122 or any other number that the Bank may provide from time to time to the Customer, in the event that the Customer becomes aware or suspects that the Security Codes are known to any third party and may be used or have been used by a third party to unauthorised access the Customer's Account or to carry out unauthorised transactions to and from the Customer's Account. Upon such notification the Bank will suspend use of the Internet Banking Service for the Customer until Security Codes are changed and duly notified to the Customer.
- 90.11. The Bank shall use the Security Codes and the Password to identify the Customer and the Customer approves and gives his/her consent that the Bank is entitled to act upon any instructions received by the Bank through the Internet Banking Service, without obtaining any further written or other confirmation from the Customer, if the Bank has not been informed of any breach of the Customer's Security Codes or the Bank has no reason to believe that the instructions are not actually given or authorized by the Customer.
- 90.12. In order to effect any financial transaction the Customer will also be required to provide the FPIN.
- 90.13. All instructions received by the Bank from the Customer, through the Internet Banking Service are irreversible and the Bank will charge the Customer for those transactions, which are conducted by him, through the Internet Banking Service.

Indemnity

- 90.14. Notwithstanding anything contained herein above, the Customer hereby indemnifies the Bank and agrees to hold the Bank harmless against any loss, damage, costs, charges and expenses that may be suffered by the Bank, as a direct or indirect consequence of the Customer's accessing the Internet Banking Service and infecting the Internet Banking Service/System with a virus. The Customer shall indemnify the Bank, Bank employees and Banks nominees or agents promptly and on a full indemnity basis from or against all actions, omissions, negligence, proceedings, claims, demands, damages, losses (including direct, indirect or consequential losses), costs and expenses including all duties, taxes, or other levies and legal costs as between lawyer and client (on a full indemnity basis) and other liabilities which the Bank may incur or suffer from or as a result of the Customer's use of the Internet Banking Service. The Customer shall compensate the Bank for any loss that the Bank may suffer, as a result of the Customer's non-compliance with any of these Terms and Conditions.
- 90.15. The Customer hereby indemnifies the Bank for any loss that the Bank may incur in relation to the usage/transfer/withdrawal of funds, in excess of the balance and/or credit limit available

to him/her. The Customer shall within seven (7) working days deposit the excess amount that has been utilized/withdrawn from the Account.

- 90.16. The Customer shall comply with all these Terms and Conditions of the Internet Banking Service and pay all the charges connected with it.

Internet Banking Service accessed outside Pakistan

- 90.17. If the Internet Banking Service is accessed outside Pakistan, the Customer is responsible for compliance with the local laws of that country, including (but not limited to) obtaining any license(s), that may be required.

Loss

- 90.18. The Bank will not be liable for any loss or damage to the Customer, as a result of providing the Internet Banking Service, including any direct, indirect, consequential or special loss, suffered by the Customer, howsoever caused in the use of the Internet Banking Service, whether directly or indirectly arising from the use or availability of the Internet Banking Service.

Termination of Internet Banking Service

- 90.19. The Customer may cancel his/her use of the Internet Banking Service, at any time by giving the Bank written notice or in such manner, as may be notified by the Bank to the Customer, from time to time, provided that the Customer agrees that such cancellation will terminate the use of the Internet Banking Service in respect of all Accounts held by the Customer. In the event that the Customer terminates the use of Internet Banking Service, any instructions that have been issued by the Customer via the Internet Banking Service shall stand valid and will not be nullified upon termination.
- 90.20. The Bank has the right to end or suspend the Customer's use of the Internet Banking Service at any time, without assigning any reason for such suspension. The Bank shall inform the Customer of such suspension by way of a Notice. The Notice of suspension of the Internet Banking Service may be in the form of a notification appearing on the Customer's screen at the time of accessing the Internet Banking Service and Customer, hereby, agrees that the Bank will not be required to issue any Notice in writing in addition to such a Notice. The Bank will however, comply with all instructions of the Customer received by the Bank prior to the suspension of the Internet Banking Service.

Payments

- 90.21. The Bank may charge a fee for the Internet Banking Service and the Bank may change the fees, from time to time, as per SOC. The fees in this Section shall be exclusively for providing the Internet Banking Service and shall not relate to any charges for other banking services the Bank might provide in response to the Customer's requests via the Service. The details of the Bank's charges for particular banking or other services will be provided to the Customer on a request made by the Customer.
- 90.22. Any change in the fees and charges and/or to these Terms and Conditions will be affected on such day as may be notified by the Bank by publishing the SOC updated time to time and readily available at the branches and the Bank's website. Noconfirmation and/or verification of such change will be required from the Customer.

Amendment

90.23. The Bank may modify and amend these Terms and Conditions, at any time, and, from time to time, and inform the Customer of such amendment, by giving the Customer Notice by placing the same, at the Bank's offices or branches or by sending the Customer a message via the Internet Banking Service/website. The Customer shall be deemed to have accepted the amended/modified Terms and Conditions each time he/she logs on to the System.

Severability

90.24. If anyone or part of the terms of these Terms and Conditions proves to be legally invalid or unenforceable in any way, this will not affect the validity of the remaining terms. In the event that any terms of these Terms and Conditions are proven not to be legally valid for any reason whatsoever, the Bank is entitled to change the said term, without having any effect on the enforceability of the remaining Terms and Conditions.

90.25. If one of the Terms of these Terms and Conditions is unenforceable against one of the Customers accepting these Terms and Conditions, this will not in any way affect the enforceability of that Term, against the other customers.

Notice

90.26. Except for situations where these Terms and Conditions refer to the Customer's giving the Bank a notice by telephone, the Customer should give the Bank a written notice, in connection with the Internet Banking Service, in writing in hard copy form to any of the Bank branches in Pakistan, where the Customer maintains an Account (or any other address the Bank may notify to the Customer, from time to time for this purpose).

Complaints

90.27. Any complaints in relation to the correctness and/or genuineness of transaction and/or continuity of Internet Banking Service may be made, either at the twenty four hours helpline 0800 01122, or directed in writing to any of the Bank branches in Pakistan, where the Customer maintains an account (or any other address the Bank may notify to the Customer, from time to time for this purpose) within seven (7) business days.

90.28. To protect the Bank's Customers, as well as the Bank's staff, and to help resolve any disputes between the Customer and the Bank, the Bank may record all telephone conversations, held between the Customer and the Bank, regarding the Internet Banking Service, keep a record of all instructions given by the Customer via the Internet Banking Service and furthermore, the Bank may listen to telephone calls made in respect of the Internet Banking Service

Advertising

90.29. From time to time the Bank may advertise its own products and services, and those of its subsidiary companies of the Bank, through the Internet Banking Service. The Bank may send the Customer advertising material in respect of the said products and services and other subsidiary companies of the Bank, from time to time.

Acknowledgment by the Customer

90.30. The Customer hereby acknowledges that he/she utilizes this facility, at his/her/its own risk. These risks may include the following:

90.31. The Customer acknowledges that in case any third person obtains access to the account access information, he/she would be able to instruct the Bank to transfer fund or make payment. The Customer undertakes to ensure that the Terms and Conditions applicable to the use of the Password are complied with at all times.

90.32. The Internet is susceptible to a number of frauds, misuse, Hacking and other actions that could affect payment instructions to the Bank. Whilst the Bank shall aim to provide security to prevent the same, there cannot be any guarantee from such Internet frauds, hacking and other actions that could affect payment instructions by the Customer to the Bank. The Customer separately indemnifies the Bank against all risks arising out of any such action affecting payment instructions to the Bank.

90.33. In case the transaction(s) for transfer of funds, as per the Customer's instruction is not completed for some reasons, the Customer shall not hold the Bank responsible in any manner in the said transaction(s) and contracts and the Customer's sole recourse in this regard shall be with the beneficiary of the transaction.

90.34. The transfer of funds to third party accounts would require proper, accurate and complete details. The Customer would be required to fill in the account number of the person to whom the funds are to be transferred. In the event of any inaccuracy in this regard, the funds may be transferred to incorrect accounts and the Bank will not be responsible and/or liable for reversal of such amounts and/or any refunds in this regard. The Customer also indemnifies the Bank on a full indemnity basis against any loss, suffered by the Bank, in case the transfer of funds by the Bank pursuant to the instructions of the Customer results in violation of any Anti Money Laundering Law(s), Rules or Regulations, being prevailed anywhere in the world.

90.35. The technology for enabling the transfer of funds and other Services, offered by the Bank could be affected by virus or other malicious, destructive or corrupting code, program or macro. It may also be possible that the website of the Bank may require maintenance and during such time it may not be able to process the request of the Customer. This could result in delays in processing of instructions or failure in processing of instructions and other such failures and inability on the part of the Bank.

90.36. The Customer understands that the Bank disclaims all and any liability, whether direct or indirect, whether arising out of any loss of profit to the Customer or otherwise arising out of any failure or inability by the Bank to honour any Customer's instructions for whatsoever reason. The Customer understands and accepts that the Bank shall not be responsible for any of the aforesaid risks and the Bank shall disclaim all liability in respect of the said risks.

90.37. The Customer undertakes, acknowledges and confirms that all his instructions shall be binding on himself, as well as, the Bank and he shall have no right to retract once the instructions have been passed on to the Bank, through the Internet Banking Service. However, if the Bank has not so far acted on any instructions by the Customer, through the Internet Banking

Service, the Bank may in its discretion allow the Customer to retract the same.

- 90.38. The decision as to when an instruction through the Internet Banking Service by the Customer is to be deemed effective shall vest in the Bank and it shall decide the same according to its own internal policy keeping in view its technological requirements and capabilities.
- 90.39. The Customer shall, at the time of signing these Terms and Conditions, identify the Account in respect of which he requires the Internet Banking Service and the Internet Banking Service shall be provided in respect of such Accounts only.
91. The Customer also agrees that the Bank may disclose, in strict confidence, to other institutions, such Personal Information as may be reasonably necessary for reason inclusive of but not limited to participation in any telecommunication or electronic clearing network, in compliance with a legal directive, for credit rating by recognized credit scoring agencies and for fraud prevention purpose.
92. The Customer agrees that the Bank and/or Affiliates or their contractors may hold and process his Personal Information and all other information concerning his Accounts(s) on computer or otherwise in connection with the Internet Banking Service for analysis, credit scoring and marketing.
93. The Customer acknowledge and confirms that the Bank may, in its absolute discretion, and without any notice or liability to the Customer or any other person, refuse to act on, or delay acting on the Customer's instructions or reverse any action taken for any reason, including without limitation.
- 93.1. The instruction is not in accordance with this Agreement or any other Agreement between the Bank and Customer;
- 93.2. The Bank is of the opinion that the instruction may not be authorized or involves funds subject to a hold, dispute, restriction, trust or third party obligation;
- 93.3. The instruction violates the Bank's policies, procedures or practices, any applicable law or regulation, rule, standard, guideline (including but not limited to any applicable Anti Money Laundering regulations and guidelines) or any government authority;
- 93.4. The effects of the transaction would exceed a limit imposed by the Bank on the Customer or the Services;
- 93.5. In the opinion of the Bank, there is a breach of security procedures in respect of or connection with the Services;
- 93.6. The Bank is unable to process the Instructions; and,
- 93.7. There is an operational failure or malfunction in connection with the transmission of the instruction.

Governing Laws and Enforceability

94. The Internet Service and above Terms and Conditions as well as related Templates. Including applications, agreements, documents, etc. shall be governed in accordance with the Banking Companies Ordinance, 1962, the Electronic Transaction Ordinance, 2002 and other prevailing laws of the Islamic Republic of Pakistan, including all rules and regulations for the time being in force.
95. If the Bank relaxes any of the terms of these Terms and Conditions, this may be on a temporary basis or as a special case only. Such relaxation will not affect the Bank's right to enforce that term strictly at any other time.

E-STATEMENT

96. JSBL will provide the Account statement(s) through e-mail ("Service") entirely at the risk and responsibility of the Customer, and in consideration of the Bank agreeing at its absolute discretion to accept the request. All e-mail communications will be addressed to the Customer and sent to the e-mail address provided to JS Bank for this purpose on the frequency selected. That the Bank is authorized and instructed to provide the Service, until written revocation instruction signed by the authorized signatories to the accounts aforementioned is received by the Bank. The Customer understands and agrees that the Service is provided "as is" and that the balance shown in the statement is always subject to change due to any value dated entry occurring in an account mentioned above on a subsequent date. The Customer understands that the Bank assumes no responsibility whatsoever for the timeliness, non-delivery, accuracy or general failure of the Service and confirm that should the Customer be dissatisfied with any portion of the Service, our sole and exclusive remedy is to discontinue using the Service.

The Customer understands and agrees that the Bank shall not be held responsible in case of and disclosure or hacking of the electronic statement to/by undesired recipients, who are not authorized to know such information. The Bank may at any time terminate the Service by notice in writing to the Customer, without assigning any reason thereof. The Customer may terminate the Service by written instructions in original only and such termination will only be effective on the day following the delivery of such original written instructions. The Customer agrees to pay any charges levied by the Bank for providing the Service as per the Bank's Schedule of charges as amended from time to time. In case of any required change in any of the addresses, unauthorised use of the Service, or any breach of security the Customer undertakes to inform the Bank of the same immediately. The Customer agrees to indemnify and hold the Bank and its officers harmless against any express or implied claim, demand, loss or damage, on account of this Service and understands that the Bank does not warrant, either expressly or impliedly, that the Service will meet the Customer's requirement as specified from time to time, or that Service will be uninterrupted, timely, secure, or error free in any manner or respect. The Customer may suffer. At the time of subscribing to the Service. If the Customer consents to receive the account statement through e-mail as an alternative to receiving the same in paper form, the Bank will discontinue sending paper statement to the Customer with immediate effect.

MOBILE BANKING

97. These Terms and Conditions ("Mobile Banking-Terms") set out the rights and obligations of you, the Customer, and us, the Bank, in connection with your use of the JS Bank Mobile Banking Service/Facility. All the Terms and Conditions of these Mobile Banking-Terms are legally binding, so please read them carefully before you accept and agree to these Terms and Conditions. This agreement becomes effective between you, the customer, and JS Bank ("the bank", "we" or "us") at the time

of registering for mobile/electronic banking or at the time you access JS Bank Mobile Banking Facility, whichever occurs first. For purposes of this agreement "electronic banking" includes online banking, JS Bank Mobile Banking, prepaid products through Internet or Mobile Phone, as well as, banking alerts via SMS or E-mail and SMS information services.

97.1. **Scope of Mobile Banking-Terms & Electronic Banking-Terms**

In addition to this agreement, the Terms and Conditions of your automated teller machine (ATM) card (bank card terms) and account or facility terms and conditions (other terms) shall apply to all transactions you carry out or instruct us to carry out through bank accounts linked to the card or account number you select when using JS Bank Mobile Banking. In the event of conflict between the provisions of this agreement and the bank card terms or any other term, the provisions of this agreement shall prevail. Where the bank card terms or other terms require amendments or additions thereto to be reduced to writing and/or signed, your acceptance of this agreement shall be deemed to satisfy such requirements.

Definitions

97.2. In these Mobile Banking-Terms and Conditions, the following words shall have the following meanings:

"Agreement" means the agreement formed between you and the Bank on acceptance of these Mobile Banking-Terms and Conditions in any written or electronic format.

"Account" means one or more of the following accounts operated and maintained by us in your name: Savings Account, Current Account, Fixed Deposit Account, Credit Card Account, Debit Card Account, Prepaid Card Account, Branchless Banking Account or any other account maintained by us in your name from time to time.

"ATM" means automated teller machine.

"Bank" means JS Bank Limited.

"Customer" means the person who holds an Account with the Bank to whom any of the Electronic Banking/Mobile Banking Services are provided. Where the Service mandate is requested by more than one authorized individual to an Account, they shall be jointly and severally bound by the conditions mentioned hereunder.

"MSP" means any mobile service provider through whom the Customer or the Bank receives the mobile phone services as notified by the Bank.

"Service Provider(s)" definition includes but is not limited to MSPs, organizations or individuals whose services the Bank uses in relation to JS Bank Mobile Banking Service in any capacity whatsoever.

"PIN" means the 4 digit PIN, TPIN, FPIN as provided by the Customer for authentication/verification of his/her identity by Bank. The PIN is generated by the customer himself/herself over the Interactive Voice Response (IVR) system by calling at JS Bank Call Center from his/her registered phone number or through ATM or through Internet Banking after sufficiently verifying his/her identity as a genuine Customer of the Bank. Customer will be able to obtain a range of financial information and carry out a range of financial transactions as determined by the Bank related to his / her relevant Account(s) through the use of TPIN and such other means of identification

assigned to the Customer in connection with the Account(s) and Facility.

"Registered Phone Number" means Customer's phone number as provided by the Customer through the Account Opening Form/Application form for e-banking services/Debit Card Application Form or through any other means. This number, or any other number as modified by the Customer upon instructing the Bank at any time, which is available in Bank's records as Customer's latest registered number, is used to verify the Customer among other verification tools available to Bank for carrying out Customer's financial and non-financial instructions.

"IVR" means Interactive Voice Response system which is an automated voice based service from the Bank's call center number that interacts with the Customer and takes instructions from Customers for various financial and non-financial services as provided by the Bank from time to time.

"Alerts" means the customized messages sent either by short messaging service (SMS)/text over the Customer's mobile phone, email, or fax or any other modes of communication.

"MSP Channels" are defined as any one or more of the data communication channels offered by a MSP that can be used to access the "JS Bank Mobile Banking Service".

"GPRS/WAP Channel" means the access to internet provided by MSP's on GPRS/2G/3G/LTE/WAP (Data) enabled mobile phones.

"SMS Channel" means Short Messaging Services offered by MSP's on mobile phones. These messages can be initiated by a customer or by the Bank.

"Traffic" means the network traffic on the telecommunications infrastructure in Pakistan which includes and is not limited to SMS TRAFFIC, GPRS/WAP traffic but also at times includes the load on a communications device/mobile phone or system. Data transmitted over a network. Overall network usage at a given moment. However, at times it can refer to specific transactions, messages, records or users in any kind of data or telephone network.

"Service/Facility" means the JS Bank Mobile Banking-Service/facility granted by the Bank to the holder(s) of JS Bank/MasterCard (debit, prepaid and credit cards) and of any account and/or joint account and/or any other accounts or services as determined by the Bank from time to time for access to information on Accounts as may be prescribed by the Bank from time to time and usage of products and/or services as may be made available and included on mobile phone(s) by the Bank from time to time.

"JS Bank Mobile Banking Service/Facility" means our mobile phone banking service which is a service of JS Bank that enables the bank's customers to access their account details as well as make select transactions through one or more MSP Channels or through WAP/Internet subject to expiry of transactions per session offered by the Bank from time to time using a mobile phone or any other device as specified in section 2.3 of these Terms and Conditions.

"Services" means the services made available by us to you under these Terms and Conditions.

"Eligible Accounts" means individual accounts in your sole name and to joint accounts which you hold with another person but only if the mandate is "either one to sign".

"Us" or "we" means JS Bank Limited, their successors and assigns. "Our" shall mean relating to or belonging to us.

"You" means the person accepted by us as a BANK customer and in whose name an Account is opened.

97.2.1. **DEFINING THE DEVICE AND MEDIUM**

The device which you select to access JS Bank Mobile Banking Service may include a computer, mobile/cell phone, television or similar technologies (the device) and the medium through which you access electronic banking may include the Internet, wireless application protocol (WAP), wireless Internet gateway (WIG), short messaging system (SMS), or similar technologies (the medium). We will refer to the device and the medium collectively as "JS Bank Mobile Banking service/communication system". Where a particular communication system requires contractual provisions different from other communication systems, this will be clearly stated in this agreement.

Mobile Banking-Service Scope

97.3. The JS Bank Mobile 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.

97.3.1. JS Bank Mobile Banking Facility is currently available only to resident Pakistani Customers with Account(s) with the Bank.

97.3.2. The Bank may inform you from time to time about changes to the way you should access or operate the JS Bank Mobile Banking Service. You must observe all such changes when accessing or operating the JS Bank Mobile Banking Service.

97.3.3. The JS Bank Mobile Banking Services are intended to be available 7 days a week but there is no warranty that the same will be available at all times. You further agree that the Bank shall be entitled at any time, at the Bank's sole discretion and without prior notice, to temporarily suspend the operation of the JS Bank Mobile Banking Service for updating, maintenance and upgrading purposes, or any other purpose whatsoever that the Bank deems fit, and in such event, the Bank shall not be liable for any loss, liability or damage which may be incurred as a result.

97.3.4. The scope features and functionality of the JS Bank Mobile 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:

97.3.4.1. Certain services are not available on the JS Bank Mobile Banking Service and these may or may not become available in the future; and

97.3.4.2. Certain services which are currently available on the JS Bank Mobile Banking Service may be discontinued.

97.3.5. You acknowledge and agree that the Bank may, in its sole and absolute discretion, without notice and from time to time add to, vary, alter, suspend or remove any part of or all of the JS Bank Mobile Banking Service, or any function or feature of it, without giving any reason and without incurring any liability.

97.3.6. For the avoidance of doubt, where conflicting or inconsistent

instructions are received from two (2) or more joint account holders, the Bank shall be entitled to act on any one of these instructions without any liability for any failure to act on the other instructions.

Eligible Accounts

97.4. By agreeing to be bound by the terms of this agreement, you agree that the JS Bank Mobile Banking Service will be available on all Eligible Accounts including, Singly Operated Individual Accounts, Singly Operated Sole Proprietor Accounts with the Bank, whether open now or in future. The JS Bank Mobile Banking Service cannot be used on some types of accounts and the Bank will advise you about such accounts upon your inquiry and you agree that Bank's decision will deem to be final and binding upon you in this respect.

97.4.1. In order to use the JS Bank Mobile Banking Service, you must be registered by the Bank to use the JS Bank Mobile Banking Service, and comply with the registration and activation procedures prescribed by the Bank.

Independent Mobile Phone Service Provider

97.5. You understand that any access to JS Bank Mobile Banking Service 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. You shall be responsible for all fees, charges and expenses, including IDD 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 JS Bank Mobile Banking Service.

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 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 JS Bank, 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.

97.5.1. The Customer assumes full responsibility for the security and confidentiality of his/her Mobile Phone (the physical possession of it), mobile phone number (Mobile SIM Card) and any PIN/Security Code to be used in relation to activation and usage of JS Bank Mobile Banking Service by him/her at all times.

97.5.2. The Customer assumes full responsibility to inform the mobile phone service provider to block the SIM card or terminate the Mobile Phone Number in case of loss or theft of the mobile phone to avoid any misuse of JS Bank Mobile Banking Service by non-authorized person.

97.5.3. In case of customer's mobile phone lying unattended, the Customer undertakes to lock it prior to leaving it unattended. In the event of not locking it, the Bank is not liable for any

breach of confidentiality of any data/information sent to the Customer's mobile phone. The Customer acknowledges that he/she is solely responsible for protecting his/her mobile phone/device.

- 97.5.4. The Customer shall inform the Bank immediately on surrendering/discontinuing use of the MSP's mobile connection or blocking his or her JS Bank Mobile Banking Service. The Customer alone is responsible for ensuring continuation of the Facility on his MSP's mobile connection if he/she fails to inform JS Bank on time by calling JS Bank Call Center.
- 97.5.5. The Bank shall not be concerned with and will not be held liable for any dispute that may arise between the Customer and the MSP and makes no representation or gives no warranty with respect to the quality of the service provided by the MSP or guarantee for timely delivery/execution/contents of each Alert and/or messages/transactions.

Process

- 97.6. The Customer is duly bound to acquaint himself/herself with the detailed process for using the Facility and the Bank is not responsible for any error/omissions by the Customer.
- 97.6.1. The processing of registration requests for the Facility via any registration form, ATMs, Call Center, website and/or JS Bank Internet Banking, or as prescribed from time to time, shall require a minimum of 1 day from the time of successful submission. Requests received on a non-working day shall be processed on the following working day.
- 97.6.2. The Bank is not bound to acknowledge the receipt of any query instructions, nor shall the Bank be held responsible to verify any Instructions. The Bank shall endeavour to provide Instructions on a best effort basis and wherever operationally possible for the Bank.
- 97.6.3. The Customer must keep the SIM card and his/her Mobile Phone in secure/safe custody at all times. The Customer shall be solely responsible for the consequences in case the Customer fails to adhere to the above and/or in case of any unauthorised use of his/her mobile phone or SIM card.
- 97.6.4. The Customer is solely responsible for intimating the Bank by calling the call center from his/her Registered phone number for any change in his mobile phone number subscribed for JS Bank Mobile Banking Facility and the Bank will not be liable for sending Alerts or other information over the Customer's mobile phone number in any way, whatsoever.
- 97.6.5. The Customer acknowledges that the Facility is available via a sensitive electronic system and is dependent on the telecommunications infrastructure, connectivity and services within Pakistan. The Customer accepts that timeliness, of Alerts sent by the Bank will depend on factors affecting the telecommunications industry. Neither the Bank nor its Service Providers shall be liable for spoofing, errors or delays in transactions, delivery of Alerts, error, loss, distortion in transmission of and wrongful transmission of alerts to the Customer.
- 97.6.6. The Bank shall endeavour to provide the Facility on a best effort basis and the Customer shall not hold the Bank or its Partner(s) responsible/liable for non-availability of the Facility or any loss or damage caused to the Customer as a result of

use of the Facility (including relying on the Facility for the Customer's personal, investment or business purposes). The Bank or its Service Providers shall not be held liable in any manner to the Customer in connection with the use of the Facility.

- 97.6.7. The Customer accepts that each Alert may contain certain financial and/or non-financial Account(s) information relating to the Customer. The Customer authorizes the Bank to send Account related information, though not specifically requested, if the Bank deems that the same is relevant.
- 97.6.8. By agreeing to the Terms and Conditions of JS Bank Mobile Banking Service, the Customer accepts the option to use enhanced options, as and when they are made available by the Bank, which may include but not be limited to; information requests and purchase of investment and insurance products, other non-Banking products offered by Partner(s) of the Bank, additional bill payments, transferring from one currency to another, international and internal remittances. Upon the Bank offering the enhanced options, the Customer shall be advised the fees charged if any for the various enhanced options made available. Such options may or may not be charged on a per transaction basis or otherwise as determined by the Bank.

Withdrawal and Termination

- 97.7. Notwithstanding anything herein to the contrary, the Bank may at any time, in its absolute discretion withdraw temporarily or terminate the Facility, either wholly or in part, at any time. The Bank may, without prior notice, suspend temporarily the Facility at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the temporary suspension of the Facility:
- 97.7.1. The Bank will automatically terminate your right of access to the JS Bank Mobile Banking Service should you cease to maintain any Account with the Bank which can be accessed via the JS Bank Mobile Banking Service or should your access to such Account be restricted by the Bank or any other party for any reason;
- 97.7.2. You may terminate the JS Bank Mobile Banking Service by giving prior written notice to the Bank or by calling at the Bank's Call Center from your registered phone number. The JS Bank Mobile Banking Service will be cancelled within 2 days 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. Liabilities incurred by the Customer shall, however, survive the termination of this agreement.

Addition

- 97.8. The Bank reserves the right to introduce additional services with or without giving any notice to the customer. The Bank reserves the right to send messages to the registered Mobile phones regarding its products, services or any related matter, without the express consent of the customer.

Security & Access Procedures

- 97.9. Security Codes/PIN will be issued by the Bank for access to the JS Bank Mobile Banking Services, 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 JS Bank Mobile Banking Services, the Software, and the Security Codes for the JS Bank Mobile 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.

- 97.9.1. You must secure the Software/Application and the Security Codes installed in your Mobile Phone with a password where applicable. All such passwords and the Security Codes must be kept strictly confidential and must not be disclosed to anyone else. For security reasons, it is the best practice to keep changing your password after some time.
- 97.9.2. You must not leave your Mobile Phone unattended or permit any person access to your Mobile Phone in such a manner that he may access your Software, Security Codes or the JS Bank Mobile Banking Service, whether with or without your consent.
- 97.9.3. In case you lose or replace or part with possession or control of your Mobile Phone in which the Software and/or Security Codes are installed, or if you have reason to believe that someone has accessed your bank account(s) using the Software or Security Codes, you must immediately notify and instruct the Bank to revoke the JS Bank Mobile Banking Service immediately. You indemnify us against any breach of these license conditions.

Fees

- 97.10. The Customer agrees to pay the Bank the annual service fee as defined in the JS Bank schedule of charges, unless otherwise waived by the bank. In this connection, the Bank is hereby authorized by the Customer to debit any of the Customer's Account(s) with the Bank at the time of activation and on annual basis thereafter.
- 97.10.1. The Customer shall be liable for payment of airtime or other charges which may be levied by the MSP in connection with the use of this Facility, as per the Terms and Conditions of the MSP and the Bank is in no way concerned with the same.

Disclosure

- 97.11. The Customer accepts that all information/Instructions will be transmitted to and/or stored at various locations and be accessed by personnel of the Bank (and its affiliates). The Bank is authorized to provide any information or details relating to the Customer or his Card Account to the MSPs or any other service providers so far as is necessary to give effect to any instructions.

Your Authority/Instructions

- 97.12. Use of JS Bank Mobile Banking Service means we do not interact face-to-face. Unless you notify us before we give effect to an instruction, you authorize us to rely on and perform all instructions that appear to originate from you (even if someone else is impersonating you). You permit us to regard all activities you conduct or instructions sent after you enter your access code as being authorized by you and intended to

have legal force and effect. You acknowledge that the Bank may not be able to reverse or annul any transaction executed based on Instructions received prior to your notice to the Bank.

Sufficient Notice

- 97.13. You permit us to issue notices required in terms of this agreement, legislation or regulation by making such notification available via our communication systems or sending such notification by email, SMS or similar future technologies. Any notices so issued by us, will as far as they contain contractual terms relating to mobile/online banking, also form part of this agreement. For the purpose of service of any legal process we choose the following registered address:
ADC Business
JS Bank Limited
1st Floor, Shaheen Complex
Dr Ziauddin Ahmed Road
Karachi, Pakistan

Information Feeds

- 97.14. We may use the services of other organizations to provide information on the website and for the purposes of the JS Bank Mobile Banking Service. We have no control over this information and make no representations or warranties of any nature as to its accuracy, appropriateness or correctness. You agree that such information is provided "as is" and we will not be directly or indirectly liable for any damages that may arise from you relying on it.
- All quotes, news, market information such as share prices or data shown on the JS Bank Mobile Banking Service by way of live information feeds are delayed by at least 30 minutes unless otherwise stated. You should always use "refresh" or screen "update" function on your Internet browser or handset to ensure that the information you are viewing is the most current available through such feeds.

No Offer, Recommendation or Solicitation

- 97.15. Unless clearly stated, all material on the communication system merely constitutes an invitation to do business with us. It does not constitute an offer or solicitation to buy or sell, or dispose in any way, of any investment, or to enter into any transaction.
- 97.16. Our Intellectual Property
- 97.16.1. We retain all copyright and other intellectual property rights in all material, including logos and other graphics and multimedia works published on or via the JS Bank website or JS Bank Mobile 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 used for considering or using JS Bank Mobile 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 on our JS Bank Mobile Banking Service are our registered and unregistered trademarks or those of third parties. Nothing contained on our online JS Bank Mobile Banking Service should be construed as granting any license or right to use any trade mark or other intellectual property without our prior

written permission or that of the relevant third parties. Irrespective of the existence of copyright, you acknowledge that we are the proprietor of all material on the communication system, whether it constitutes confidential information or not, and that you shall have no right, title or interest in any such material.

Warranties and Representations

97.17. We do not warrant that the communication system or JS Bank Mobile Banking Service will be error-free or will meet any particular criteria of accuracy, completeness or reliability of information, performance or quality. We expressly disclaim all implied warranties, including, without limitation, warranties of merchantability, title, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

Software

97.18. You must use and maintain only hardware and software of sufficient quality and performance capability. Your failure to use such software or hardware may result in a higher security risk and cause the Facility not to operate properly or not at all. Software, if any, made available for download on or via the facility is governed by license conditions that establish a legal relationship with the licensor.

We give no warranty and make no representation, whether expressly or implied, as to the quality or fitness for purpose or use of such software.

No warranty, whether express or implied is given that any files, downloads or applications available via this facility are free of viruses, trojans, bombs, time-locks or any other data or code which has the ability to corrupt or affect the operation of your computer, database, network or other information system.

Transmission of Information And Security Tips

97.19. Information transmitted via an unsecured link over an online or JS Bank Mobile Banking Service is susceptible to potential unlawful access, distortion or monitoring. You must comply with the security tips which are published on our website from time to time. As we do not have the ability to prevent unlawful activities by unscrupulous persons, you accept that we cannot be held liable for any loss, harm or damage suffered by you as a result thereof. To limit these risks, we may request independent verification of any information transmitted by you via our online system from time to time.

Settlement

97.20. We shall not print or issue any advice or confirmation for any transaction conducted via JS Bank Mobile Banking Service although any such transaction will be recorded in the monthly statement issued by us. A transaction is completed instantaneously if done before the cut-off time reckoned at the location of our data and operation system. If it is done after the cut-off 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).

Disclaimer and Limitation of Liability

97.21. For purposes of this clause "we" or "us" or "our" includes the

bank as well as its affiliates, shareholders, employees, consultants and agents. Although we have taken care to ensure that the content provided on the Facility is accurate and that you suffer no loss or damage as a result of you using it, the facility and JS Bank Mobile Banking Service are provided "as is". We are not liable for any damages whatsoever relating to your use of the facility. This includes the information contained on the facility or your inability to use the facility, including, without limitation, any direct, indirect, special, incidental or consequential damages, whether arising out of contract, statute, delist or otherwise and regardless of whether we were expressly advised of the possibility of such loss or damage. Without derogating from the generality of the foregoing, we are not liable for:

- a) any damages which you suffer as a result of a compromise of your access codes;
- b) any interruption, malfunction, downtime or other failure of the JS Bank Mobile Banking Service/communication system or electronic banking, our banking system, third party system, databases or any component part thereof for whatever reason;
- c) any loss or damage which arises from your orders, investment decisions, purchases or disposal of goods and services, including financial instruments or currencies, from third parties based upon the information provided on the facility;
- d) any loss or damage with regard to your or any other data directly or indirectly caused by malfunction of our bank system, third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive code on the bank system or third party systems; programming defects; negligence on our part.
- e) any interruption, malfunction, downtime or other failure of goods or services provided by third parties, including, without limitation, third party systems such as the public switched telecommunication service providers, internet service providers, electricity/utility suppliers /administrators, local authorities and certification authorities;
- f) any event over which we have no direct control.
- g) You agree to indemnify and compensate the Bank for any damages, loss, expense or liability incurred by the Bank as a result of any breach by you of this Agreement. In consideration of JS Bank providing the Facility, you agree to indemnify and keep safe, harmless and indemnified JS Bank from and against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses whatsoever the Bank may incur, sustain, suffer or be put to at any time as a consequence of acting on or omitting or refusing to act on any instructions given by use of the Facility.
- h) There is loss of any information during processing or transmission or any unauthorised access by any other person or breach of confidentiality.
- i) The bank shall not be held liable for any loss suffered by the user due to disclosure of the personal information to a third party by the Bank, for reasons inclusive but not limited to

participation in any telecommunication or electronic clearing network, in compliance with a legal directive, for statistical analysis or for credit rating.

- j) The Bank shall not be responsible for any delay by the Bank due to reasons beyond its control in onward transmission of the funds to the utility company(ies)/credit card company(ies) which may result in disruption of the utility service and credit card related transactions or any other registered beneficiary as set by the Customer.
- k) The Bank shall not be responsible for any erroneous payments to utility company(ies)/credit card institution(s) or any other 3rd party beneficiary as set by the Customer, arising out of wrong input of account/consumer/card number by the Customer. The Customer further confirms and agrees to waive any right which the Customer may otherwise have for holding the Bank responsible for any mistake or omission caused by the Service and any delay by the Bank due to reasons beyond its control in onward transmission of the funds to the utility company(ies)/credit card institution(s) which may result in disruption of the utility Service or Card related transactions or any other 3rd party beneficiary as set by the Customer.

Evidence

- 97.22. You agree that all Instructions transmitted by your Mobile Phone or otherwise issued by you, though in electronic form:
 - 97.22.1. are written documents, 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 at law;
 - 97.22.2. are original documents and you agree not to challenge the admissibility of any Instruction on the grounds that it is made in electronic form; and
 - 97.22.3. You acknowledge and agree that the Banks' records and any records of your Instructions made or performed, processed or effected through the JS Bank Mobile Banking Service by you or any person purporting to be you, or any record of transactions relating to the JS Bank Mobile Banking Service and any record of any transactions maintained or by any relevant person authorized by the Bank relating to or connected with the JS Bank Mobile Banking Service, whether stored in electronic or printed form, shall be binding and conclusive on you for all 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.

Assignment & Sub-Contract

- 97.23. This Agreement is personal to you, and you shall not be entitled to assign, charge or otherwise deal with this Agreement in any way.
The Bank may at any time delegate or sub-contract any rights or obligations under this Agreement to any third party, and appoint third party agents or sub-contractors to provide the whole or part of the JS Bank Mobile Banking Service.

Amendment

- 97.24. The Customer hereby, agrees to abide by, without need of notice and express consent, any and all future modifications, innovations, amendments or alterations to these Terms and Conditions.

Jurisdiction/Law

- 97.25. This agreement will be governed and construed in accordance with the laws of the Islamic Republic of Pakistan without reference to any conflict of law provisions.

Certificate

- 97.26. To prevent unnecessary disputes, you agree that unless you can prove otherwise, a certificate signed by a manager of the Bank whose appointment/capacity need not be proved or his representative is sufficient proof of the date of publication, withdrawal, transmission and content of:
 - a. the current version and all previous versions of this agreement;
 - b. notices and disclaimers posted on the service;
 - c. Notification sent under this agreement.

Severability

- 97.27. If any provision of this Agreement is agreed by the Bank and you to be illegal, void or unenforceable under any law that is applicable or if any court of competent jurisdiction in a final decision so determines, this Agreement shall continue in force save that such provision shall be deemed to be deleted with effect from the date of such agreement or decision or such earlier date as you and the Bank may agree.

General Provisions

- 97.28. The headings of the clauses in this agreement are provided for convenience and ease of reference only and will not be used to interpret, modify or amplify this agreement.
Where any dates or times need to be calculated in terms of this agreement, the international standard time (GMT) plus Five (5) hours will be used.
Whenever disputes result from the peculiarities of the JS Bank Mobile Banking Service, we both authorize a court or arbitrator, as the case may be, to interpret this agreement in such a manner as to facilitate normal banking without placing undue emphasis on technical issues.
No failure or delay by us to exercise any of our rights is to be construed as a waiver of any such right, whether this is done expressly or is implied. It will also not affect the validity of any part of these conditions or prejudice our right to take subsequent action against you.

Legal Capacity

- 97.29. You warrant to us that you have the required legal capacity to enter into and be bound by this agreement. Anyone below the age of 18 must be assisted by their legal guardian when reading this agreement. If you are unsure whether you have the legal capacity to enter into agreements, you have to contact someone able to provide you with this information before you continue to use JS Bank Mobile Banking Service. Our Call Centre will be able to help you in this matter.

Force Majeure

- 98. 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).

98.1. 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 labour disturbance, strikes, criminal or terrorist activity, wars, fires, explosions, earthquake, subsidence, storms, floods, and disease, epidemic, or health quarantines.

ACCEPTANCE OF TERMS AND CONDITIONS

I/We hereby provide my/our consent to the Bank or any of its affiliates including branches to disclose and furnish and share information pertaining to my / our account to domestic or overseas regulators or tax authorities where necessary to establish our tax liability in any jurisdiction.

I/We shall indemnify and hold the Bank harmless against any claim, damages, costs, expenses and other direct and/or indirect consequence of the Bank disclosing, furnishing and sharing any information pertaining to my/our bank account with any domestic or overseas regulators or tax authorities.

The Customer confirms having read, understood and accepted the above terms and conditions in acknowledgement of which he/she has accepted this agreement.

DECLARATION - TO BE SIGNED BY ALL

I/We apply to open an account with JS Bank Limited, as specified hereunder. I/We agree to provide any document requested by the Bank according to the type of account(s) requested and to abide by the terms of account of the Bank, as amended, from time to time for the conduct of such accounts. I/We have received a copy of terms of account, have read them; do agree with them and agree to be bound by them (as amended, from time to time). The account(s) to be opened pursuant to this application, all funds deposited there-in and all transactions in relation thereto shall also be governed by all laws, regulations, rules, decrees, by-laws and directives, applicable

I/We hereby undertake to comply with and act in accordance with all requirements the Bank makes from time to time and any directions given to us by the Bank in relation therewith. I/We undertake to provide the Bank with any undertakings and/or declarations including signing any and all forms, within the specified timeframe, which in the opinion of the Bank are necessary and appropriate. In case we cease or fail to comply with Bank's requirements or cease or fail for whatsoever reason to provide any necessary undertaking or declaration or fail to sign any required forms as set out above the Bank shall have the right at its own discretion to close and terminate the account.

Once the customer logs in to JS Bank Mobile Banking Service, it is deemed that he/she has accepted these Terms and Conditions. The Bank may at any time vary the Terms and Conditions by posting revised Terms and Conditions on its website. The Customer hereby waives any right of contestation in respect thereof and agrees to be bound by the same.

to the Bank including, regulations, directions, and circulars, issued by the State Bank of Pakistan and all amendments that may be made from time to time to all or any of the above. I/We hereby certify and confirm that all the information provided herein is true and correct. This application, once accepted by the Bank, will be deemed to be an agreement between the Bank and the applicant and the sections hereto once completed shall be treated, as an integral and indivisible part of the same.

I/We agree and undertake to notify the Bank immediately if there is a change in any information which we have provided to the Bank.

I/We have received the duplicate copy of account opening form duly signed by me/us.

I/We hereby understand and acknowledge that in case of any understanding issue between the English and Urdu T&Cs, the understanding as per the English T&Cs shall prevail.

Customer Signature / دستخط _____

Customer Signature / دستخط _____