

Terms & Conditions for Individual Customers

Terms and Conditions for AMBL Internet Banking (Terms and Conditions)

These Terms and Conditions are applicable for the Services (defined below) and are applicable to all the Devices (defined below) through which the Services may be accessed.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

One time Password (OTP) means the 4 digit pin code used to authenticate the first time registration process, login on the Device to use the Services after registration and on all the financial transactions or after a password has been reset upon Customer request. This password is generated by the system of the Bank and shall receive on the registered mobile number of the customer.

Bank/AMBL means Apna Micro Finance Bank Limited.

Customer means the person who holds an Eligible Account with the Bank.

Device means computer, mobile telephone, digital tablet, personal digital assistant or any other devices linked to the system of the bank to access the services.

Eligible Account means an account in the sole name of an account holder or joint accounts with operating instructions of "Either or Survivor" accounts that are allowed access of the services on the request of the account holder or account holders, as the case may be, by the Bank.

Login means a unique secret series/sequence of characters that are used to confirm Customer's identity that is setup by the customer's own choice at the time of registration and use to access the services.

Passwords means a combination of alphanumeric keys along with special characters that authenticate the customer to use the services This password is setup by the customer and may have the right to change it time to time.

Service means the Bank's electronic banking services available and provided by the Bank which enables the Customer/you to obtain information from the Bank and give instructions to the Bank to carry out certain banking transactions/services (as may be allowed by the Bank from time to time) including but not limited to local fund transfer, inter- bank fund transfer,

utility bill payment, mobile top up pertaining to the Eligible Accounts through a Device.

Statement means bank statement, a summary of financial transactions which have occurred over a given period on a bank account held by a person or business with a financial institution or similar documentation, as applicable, depending on the service.

Service Software means any software supplied to Customer/you whenever Customer/you access the Service and any other software the Bank will supply to you for the purpose of accessing the Service from time to time.

1.2 Interpretation

1.2.1 In these Terms and Conditions, unless the context shall otherwise require:

1. References to "we", "us" or "our" are references to AMBL.
2. References to "you" or "your" are references to the Customer in whose name(s) the Eligible Account is being maintained.
3. The words "include" and "including" shall not be construed as having any limiting effect;
4. The singular includes the plural and vice versa;
5. A gender includes other genders;
6. The headings are used for convenience only and do not affect the interpretation of these Terms and Conditions;
7. The words "in writing" include any communication sent by letter, facsimile transmission or email;
8. A reference to a document includes the document as modified from time to time and any document replacing it; and
9. The word "person" includes a natural person/individual business etc.

2. AVAILABILITY OF THE SERVICES

2.1 The Service will only be available on Devices which meet the required specifications and configurations as specified by the Bank from time to time. Accordingly, you agree to procure and maintain a Device accessing internet and data connection which meet these requirements at your own expense. By requesting for the Services, you must be aware that the Bank at its sole discretion may discontinue the Services at any time without any prior notice.

2.2 You hereby agree that the Service will be available on all Eligible Accounts enrolled with us, whether open now or opened in the future. 2.3 In order to use the Service, you must be registered by us to use the Service.

2.4 You also agree that your telephonic conversation(s) with any authorized representative(s) may be recorded at the discretion of the Bank for any particular purpose including use incompetent courts of law for evidence purposes. There will be a process of call back confirmation in case the personal details provided by you do not match the personal details in our systems.

2.5 You irrevocably and unconditionally accept as binding any Service availed and/or transaction and/or instruction made or given through the Service by you at your own risk and responsibility.

2.6 The Bank's records of any transaction/service processed/availed through the Service shall constitute binding and conclusive evidence of such transaction/services.

3. RESPONSIBILITIES AND OBLIGATIONS OF THE CUSTOMER

3.1 To ensure that you are only able to access and give instructions on your Eligible Accounts using the Service, you must adopt and maintain the following security procedures and such other guidelines all the times as may be provided in this regard by the Bank from time to time through notification on its website and/or through email/SMS alerts and/or other forms feasible to the bank.

3.2 To enable you to use the Service, you have to create a user login and password initially that must be required for the use of Services. The Login and Password will be used to identify you whenever you access the Service. To carry out financial transactions through the Services you will be required an OTP which you will have to enter before executing any financial transaction.

4. SAFEGUARDING YOUR PASSWORDS

4.1 Securing the Passwords

4.1.1 In connection with your Passwords:

1. You should change your Password regularly and shall do so whenever the Service requires you to do so. You should not choose a Password you have used before;
2. (Whenever you choose Password, you must take care not to choose password that is likely to be guessed by anyone trying to access the Service pretending to be you. For example, you should avoid your own or a relative's birthday, or any part of your telephone number or your vehicle number;
3. You must take all reasonable steps to ensure that you safeguard your Login and Password at all times. You must not disclose any details of your Login and Password to anyone else, including a member of our staff, or to someone giving assistance on a technical helpdesk in connection with the Service;
4. You must not record your Login and Password in a way that could make them recognizable by someone else as a Login and Password or
5. If you discover or suspect that your Password is known to someone else, you must immediately change the Password yourself through the Service. If this is not possible, you must notify us immediately by calling us on 042-111-771-772 (or any other number we may advise you of from time to time for this purpose). We will suspend use of the Service until new password has been set up. Please note that the Bank will not under any circumstances be held responsible for any unauthorized use of the Services prior to notification made as provided above;
6. Never share your Password or any personal details/information with anyone. In case of breach of this condition, AMBL shall not be liable for any dispute, loss or damage which

may occur and/or be sustained by you.

4.2 Checking your statements

4.2.1 If you become aware of any transaction on any of your Eligible Accounts that has not been validly authorized by you, you must notify us immediately by calling us on 042-111-771-772 (or any other number we may advise you off from time to time for this purpose) or by visiting your relevant branch. It is required by you for all your Eligible Accounts, to check all bank statements regularly for any unauthorized transactions.

4.3 Other security safeguards

4.3.1 You must not allow anyone else to operate the Service on your behalf. In case of breach of this condition AMBL shall not be liable for any loss and/or damage which may consequently occur to you.

4.3.2 You must not leave the Device unattended while you are using the Service. This applies whether the Device has been sourced independently of us or a Device provided by us to access the Service in one of our branches. However, the public nature of our branches makes it particularly important that if you access the Service from a Device in one of our branches you do not leave that Device unattended while on-line and you ensure that you have gone off-line before leaving the branch. It also implies not to allow any of the bank's staff to use your account through your registered device or any other device for any transaction that shall be carried out by yourself in principle.

4.3.3 You must not access the Service from any Device connected to a local area network (or LAN), such as an office environment, without first making sure that no one else is able to observe or copy your access or obtain access to the Service pretending to be you.

4.3.4 You must comply with any other requirements designed to protect the security of your use of the Service which are notified by us to you in any other way.

5. YOUR AUTHORITY TO US TO CARRY OUT INSTRUCTIONS

5.1 Authority to AMBL

5.1.1 You hereby agree that the use of the Password agreed between us for the Service is an adequate identification of you. We are entitled to act on instructions without obtaining any further written or other confirmation from you, even if those instructions are not actually given or authorized by you.

5.2 Your liability for unauthorized instructions

5.2.1 We will not be liable for misuse of your Passwords by someone to give unauthorized instructions purporting to come from you provided that you prove to our satisfaction that you have:

1. Complied with all the security procedures described in section 4 above; and
2. Notified us that your Passwords (or any one of them) are or might be known to someone

else in accordance with section 4.1.1(v), prior to the unauthorized transactions.

5.2.2 You will be held liable for all losses and expenses due to unauthorized use if you have acted fraudulently or, with gross negligence, with intentional misconduct or if you are in default of any of the security obligations described in section 4 above.

5.2.3 You will not be responsible nor will have any liability for any instruction that is not authorized by you but is given using your password if:

1. Such instruction is given after you have notified us that you have discovered or suspect that your Passwords (or any one of them) are known to someone else in accordance with section 4.1.1(v); or
2. Your Passwords (or any one of them) have become known to the person giving the unauthorized instruction as a result of our failure to comply with clause 8.1 or any gross negligence or willful default on our part.

5.3 Acting on your instructions

5.3.1 You must not use the Service to create an unauthorized overdraft on any of your accounts maintained with the Bank and we are entitled to refuse to accept any instruction that would do so. If an unauthorized overdraft is created, we may take appropriate action we think fit and charge any mark- up, damages and charges to the account in question (in accordance with the terms and conditions of that account).

5.3.2 It is your responsibility to make sure that no unauthorized overdrafts are created.

5.3.3 You will not rely on the operation of the Service to prevent an unauthorized overdraft being created. In particular, you must remember that your cheques and any payment instructions you have given via the Service might take time to clear and might not always be immediately reflected in the balance on your account.

5.3.4 On the basis of instructions given through this Service, AMBL will be entitled to debit any amount along with the applicable charges/fees from time to time for the transaction from the Customer's Account as instructed by the Customer. The instructions given on this Service cannot be reversed.

5.4 Limitation of AMBL's Responsibility

5.4.1 AMBL will not be responsible for any of the following:

1. To reverse an instruction given through this Service.
2. To accept an instruction which is conditional or which requires us to make payment to a third party earlier (or later) than the time AMBL requires according to normal banking practice.
3. AMBL, in its sole discretion, will be entitled to refuse to carry out an instruction submitted through this service or may require the Customer to provide a written confirmation of such instructions.
4. Withdrawals and/or transfers of funds will not be permitted against un cleared funds.

5. If a transfer authority is submitted through this Service, AMBL may act upon such authority/instructions and may presume that the same are genuine and accurately represent the instructions of the Customer. AMBL has no duty to verify the facts and genuineness of the instructions.
6. The Customer agrees to hold harmless and indemnify AMBL against any loss, cost, damage, expense, liability or proceedings which the Bank may incur or suffer as a result of AMBL acting upon or delaying to act upon or refraining from acting upon the said instructions.
7. When you give an instruction via the Service, we will act on that instruction in accordance with the cut-off times notified to you through the Service. From time to time we may notify you of the changes made to these cut-off time(s). Instructions given at any other time may not be acted on until the next Business day.

5.5 Reversal of Instructions

5.5.1 In case we are instructed by you to reverse an instruction after you have given it, we may at our discretion try to do so to the extent that this is possible under the rules, policies and practices of the Bank / banking system / applicable laws.

5.5.2 We may, when we believe we are justified in doing so:

1. Refuse to carry out an instruction given via the Service; or
2. Require written confirmation from you of a particular instruction.

5.5.3 If we come to believe that an instruction may not have been properly authorized by you, we will be entitled, after making reasonable efforts to check whether it was properly authorized, to take steps to reverse any action taken on the basis of that instruction. We will not be responsible for any direct/indirect loss to you that results from such a reversal. You agree that you will be responsible for any costs we incur as a result.

6. OPERATING TIMES, CHANGES AND DISRUPTIONS

6.1 Operating Times, Changes and Disruptions

6.1.1 We shall take reasonably practicable steps to ensure that services are available for use. You accept, however, that routine maintenance requirements, excess demand on the systems of the Bank and circumstances beyond our control may mean it is not always possible for the Service to be available during its normal operating hours.

6.1.2 In connection with the Service, we are entitled at any time to:

1. Change the mode of operation; or
2. Add to, remove or otherwise change, end or suspend any of the facilities available; or
3. End the Service.

6.1.3 If we decide to change or end the Service, we will try to give you 30 days' notice or whatever shorter period of notice may be reasonable in the circumstances.

6.1.4 The Bank will not be responsible if you are unable to gain access and/or use Services

due to reasons beyond the Bank's control, including with limitation, any computer, telecommunication, electrical, technical or network failure or malfunction and routine maintenance/update requirements.

7. Statements

7.1 Periodic Statements

7.1.1 Unless otherwise required under any law/regulation, the Bank will not be required to send you periodic statements for transactions carried out through the Services, as you can view your last 10 days transactions executed on your account through the online statement option.

8. SERVICE SOFTWARE AND HARDWARE

8.1 Software compatibility

8.1.1 Each time you access the Service, it may automatically provide the Device with the Service Software necessary to enable you to access and operate the Service. Alternatively, the Service Software may be supplied to you in some other way. It is your responsibility to ensure that the Service Software supplied to you is compatible with any Device from which you access the Service. If it is not, you must compensate us for any loss we suffer as a result. We shall not be liable to you for any loss you suffer as a result of any incompatibility between the Service Software and any Device from which you access the Service.

8.2 Protecting against Viruses

8.2.1 You must take all reasonably practicable measures to ensure that any Device from which you access the Service is free of any computer virus or software including, without limitation, devices commonly known as software bombs, Trojan horses and worms (together "**Viruses**") and is adequately maintained in every way. The Service can be accessed through any Device connected to the internet or other communication channels as the case may be. You must therefore ensure that any Device you use to access the Service is adequately protected against acquiring Viruses.

8.3 Access through third party services

8.3.1 We cannot be responsible for any third party you may use to access the Service that are not controlled by us, or for any loss you or the service provider may suffer as a result of you using such a service. You must comply with all the terms and conditions of such a service and service provider and pay all the charges, damages etc. connected to it.

8.3.2 If you access the Service from a country outside Pakistan you are responsible for complying with the local laws of that country, including (but not limited to) obtaining any license needed for the import / export of the Service software to that country.

9. THE EXTENT OF OUR LIABILITY FOR YOUR LOSS OR DAMAGE

9.1 Bank's Liability

9.1.1 We will take reasonably practicable steps to ensure that our systems in connection with the Service are installed with adequate security designs and to control and manage the risks in operating the systems, taking into account any law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to us from time to time.

9.1.2 We will not be liable for any loss or damage to you as a result of making the Service available to you, including any direct, indirect, consequential or special loss, even if we have been advised of the same. Examples of circumstances in which we will NOT be liable to you for loss or damage resulting to you through the use of the Service include (but are not limited to):

1. Acting on an instruction which has been validly authenticated as coming from you but which in fact was given by somebody else (but please see sections 5.2 which explain the exceptions to this rule);
2. Any incompatibility between the Device and the Service;
3. Any machine, system or communications failure (except where such failure should have been prevented by the risks control and arrangement measures had we adopted such measures in accordance with clause 8.1), industrial dispute or other circumstances beyond our control that leads either to the Service being totally or partially unavailable or to instructions given via the Service not being acted upon promptly or at all; and
4. You relying on any information financial or otherwise provided as part, or by means, of the Service;
5. Any misuse of the Device by you or anyone else;
6. Any access to information about your Eligible Accounts which is obtained by a third party as a result of your using the Service (except where that access is obtained as a result of our negligence or our willful default); and
7. Execution of your instructions being delayed or not being acted upon by the Bank.

9.1.3 The Bank will in no event be liable for any damages, including without limitation direct or indirect loss, special, incidental, or consequential damages, losses or expenses arising in connection with these Services at our site or linked site or use thereof or inability to use, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if the Bank's representatives thereof are advised of the possibility of such damages, losses or expenses. However, in the event that we are held liable for any loss or damage to you as a result of your use of the Service, we shall only be liable for direct loss or damage which, in the ordinary course of events, might reasonably be expected to result from the circumstances in question and only if such loss or damage is caused by our gross negligence or willful default.

Please note that the Service has no facility for you to let us know that it is especially important for you that a transaction is carried out within a particular time frame. If you need to be completely certain that an instruction has reached us and that it will be carried out within a particular time, you must speak to our staff on 042-111-771-772.

9.1.4 The information and material provided by the Bank in relation to the Service, including text, graphics, links or other items are provided "as is", "as available". The Bank does not

warrant the accuracy, adequacy or completeness of this information and materials and expressly disclaims liability for errors or omissions in this information and material. No warranty of any kind, implied, expressed or statutory including but not limited to the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus, is given in conjunction with the said information and materials.

9.1.5 You shall indemnify us, our employees and our 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 (on a full indemnity basis) and other liabilities which we may incur or suffer from or by reason of your use of the Service.

10. IF YOU BREACH OF THE TERMS AND CONDITIONS

10.1 Compensation for Breach by the Customer

10.1.1 You must compensate us for any loss we suffer as a result of your breaching any term and conditions contained hereunder.

11. ENDING YOUR USE OF THE SERVICE

11.1 Cancelling the Services

11.1.1 You may cancel your use of the Service at any time by giving us written notice (or in any other way as provided herein or as we notify you about from time to time).

11.1.2 If you have multiple Eligible Accounts, you may at your discretion cancel the Service in respect of any Eligible Account, unless you are notified by us to the contrary in writing.

11.1.3 We reserve the absolute right at any time to cancel the Services with or without assigning any reason, with or without giving any prior notice to you at our discretion.

11.1.4 If your use of the Service comes to an end for any reason, this will not affect any instructions you have already given via the Service.

12. ABOUT OUR CHARGES

12.1 Charges

12.1.1 We are entitled:

1. To charge you fees and charges for the Service which shall be as per the Bank's schedule of charges available on the website; and
2. To change those fees and charges from time to time by giving you a 15 days' notice to that effect or by effecting such change through the Bank's schedule of charges. If we give you such a notice, you will not have to pay any proposed increase so long as you cancel your use of the Service during the 15 day notice period. However, your continued use of the Service after the 15 day notice period or after publication of the

change in fees and charges in the Bank's schedule of charges shall be conclusively deemed to be your acceptance of such changed fees and charges.

12.1.2 To avoid any doubt, please note that the references to fees and charges in section 12.1 only apply to our charges for providing the Service. They do not apply to any charges for particular banking or other services we might provide in response to your requests via the Service. We will be happy to provide you with details of our charges for particular banking or other services on request.

13. OUR RIGHT TO AMEND THE TERMS AND CONDITIONS

13.1 Amendments to the Terms and Conditions

13.1.1 We have the absolute right to change the terms and conditions contained hereunder at any time by giving you notice either in writing, by placing prominent notices at our offices or branches for a period of 15 days or by sending you a message via the Service.

13.1.2 We will give you 15 days' notice of any change before it takes effect, except when notice has to be shorter in order to protect the security of the Service or in other circumstances beyond our control. Once you have received notice of any change in the Terms and Conditions, we will treat your subsequent use of the Service as your acceptance of the change (but please remember, you have the right to end your use of the Service at any time).

14. THE VALIDITY OF THE TERMS AND CONDITIONS

14.1 The Validity of the Terms and Conditions

14.1.1 If any part of these Terms and Conditions prove to be legally unsound or unenforceable in any way, this will not affect the validity of the remaining terms. If any term or provision is void but would be valid if some part of the term/provision was deleted, the term/provision in question shall apply with such modification as maybe necessary to make it valid.

14.1.2 The Bank in its sole discretion may relax and/or waive one or more conditions contained herein on cases to cases basis however, such relaxation/waiver shall not apply as precedent for similar or other circumstances thereafter.

15. COMMUNICATIONS

15.1 Communication between us

15.1.1 Except for situations where these Terms and Conditions refer to you giving us notice by telephone, you should give us any other formal notice in connection with the Service in writing (in hard copy form) to any of our branches in Pakistan where you maintain an account (or any other address we may notify to you from time to time for this purpose).

15.1.2 You further authorize us to act on the verbal instructions communicated to a representative of the Bank over the telephone. We reserve the absolute right to verify your

identity over the telephone. You will be liable for any and all transactions made after the standard verification by the Bank's representative and will not hold the Bank responsible for acting upon such instructions.

15.1.3 Any complaints in connection with the Service should be directed to any of our branches in Pakistan where you maintain an account (or any other address we may notify to you from time to time for this purpose).

15.1.4 If we need to send you a notice, we will use the address you have given us most recently in connection with any of your Eligible Accounts.

16. SERVICE QUALITY

16.1 Recording Your Calls and Instructions

16.1.1 To protect both our customers and our staff, and to help resolve any disputes between you and us, you acknowledge that:

1. We will record all telephone conversations between us and customers of the Service;
2. We will keep a record of all instructions given by customers via the Service; and
3. We may listen to telephone calls made in respect of the Service in order to assess and improve the quality of the Service

17. OUR ADVERTISING

17.1 Advertising through the Service

17.1.1 From time to time we may advertise our own products and services, through the Service.

18. UNAUTHORIZED USE OF THE INFORMATION, MATERIALS AND TRADE MARKS

18.1 Unauthorized Use of the Information, Materials and Trade Marks

18.1.1 You fully understand and agree that the unauthorized use of the Services and/or Bank's web sites, trademarks and systems including but not limited to unauthorized entry into the Bank's systems, misuse of the Bank's trademarks or misuse of any information made available through the Services is strictly prohibited. Your eligibility for Services is subject to final determination by the Bank.

19. DISCLOSURE REQUIREMENTS

19.1 While the Bank maintains strict confidentiality in all matters relating to your account(s) and business, you hereby further consent to the Bank (and/or any of its officers/ employees) to disclose any information concerning you, your business, your accounts held with the Bank, and your relationship with the Bank to any of the following:

1. Any office or branch of the Bank;
2. Any agent, contractor or third party service provider, or any professional adviser to the

Bank;

3. Any regulatory, supervisory, governmental or quasi-governmental authority;
4. Any person to whom the Bank is required or authorized by law or court order to make such disclosure;
5. Any of the Bank's actual or assignee, novate or transferee of, the Bank's rights and/or obligations in relation to you;
6. Any other person under a duty of confidentiality to the Bank; and
7. The Bank will retain the information as long as there is a business need to hold the information and/or as required by legal, regulatory, or accounting requirements or to protect the Bank's interest.

19.2 Further, you agree that your information may be used to:

1. Provide and operate any service or product you require;
2. Facilitate the provision of any service or product to a third party for whom you act as guarantor or security provider;
3. Update and enhance your records with the Bank
4. Understand your financial needs, to advise you of other products and services which may be of interest to you.
5. For any purpose required by law or regulation including fraud prevention;
6. Monitor Bank's compliance with legal and regulatory requirements and with the Bank's internal policy requirements; and
7. Support the Bank's business, financial and risk monitoring, planning and decision making.

20. THE GOVERNING LAW

20.1 Governing Law

21.1.1 Any disputed transaction should be reported in writing with all the supporting documentation to the Bank within [30] days from the date of statement in which the transaction(s) appear. After the lapse of [30] days from the date of such statement, it will be considered and construed that all transactions posted in the statement are acceptable and are in order and the Customer irrevocably agrees and undertakes not to make any claim or raise any dispute with regard thereto after the expiry of aforesaid period.

22. ACCESSING THE SERVICES THROUGH MOBILE PHONE/SMART DEVICE

22.1 Accessing the Services through Mobile Phone/Smart Device

22.1.1 You assume 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/device and AMBL will not be liable in any way or form by any loss caused thereof.

22.1.2 You undertake to notify the Bank in writing or by calling our call center immediately in case of loss/theft of your phone/device in order to protect the interest of all parties.

22.1.3 The Customer is solely responsible for protecting the Device. In case a Customer

leaves the Device unattended, he/she should lock it prior to leaving it unattended. The Bank is not liable in any way or form whatsoever, for any breach of confidentiality of any form of data/information sent to the Customer's Device in the event of leaving the Device unlocked while unattended.

22.1.4 You must not leave your Device unattended or permit any person to access your Device in such a manner that they may get access to Login and Password whether with or without your consent and if that may happen and any person other than yourself is able to get access to your Device AMBL will not be liable in any way or form whatsoever.

22.1.5 You agree that only your mobile phone service provider is responsible for its products and services. Accordingly, you also agree to resolve any problems with your provider directly without our involvement. Neither we nor any of our service providers are to be held responsible or liable for the operation, security, functionality or availability of any Device or mobile network which you utilize to access the Service.

22.1.6 You agree to exercise caution when utilizing the Services on your Device and to use good judgment and discretion when obtaining or transmitting information and any breach that may occur as a result of any such utilization is your responsibility and AMBL will not be liable in any way or form whatsoever.