

## Terms and Conditions

The following terms and conditions govern the use of the Cash Track Portal offered or made available by the AlBaraka Bank Pakistan Limited (below referred to as 'we', 'our', 'us' or the 'Bank'). By signing the setup form or/and using the services or/and the underlying software, you agree that you have reviewed and accepted and provided consent to be legally bound by the Terms and Conditions mentioned herein.

These Terms and Conditions (the "Terms and Conditions") shall govern the relationship between the Bank and the Customer in relation to its use of the "CASH TRACK" Digital Business Platform, to be provided by the Bank to the Customer. These Terms and Conditions constitute an agreement (enforceable by law) for availing the Cash Track services by the Customer from the Bank. By using and availing Cash Track, the Customer shall be deemed to have accepted all the Terms and Conditions provided herein.

These Terms and Conditions are subject to the applicable rules and regulations of the State Bank of Pakistan (SBP), other applicable laws of Pakistan and directives given by the Sharia Board of the Bank (where applicable). If any provision of these Terms and Conditions is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in these Terms and Conditions are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party (Customer or Bank) of any default or breach of these Terms and Conditions must be in writing and shall not constitute a waiver of any other or subsequent default or breach. These Terms and Conditions are binding upon Customer's heirs, legal representatives, executors, administrators and assigns, in case Customer is an individual and on Customer's successors and permitted assigns, in case Customer is a company, corporation or any other entity and the successor, permitted assigns and partners in case Customer is a partnership. These Terms and Conditions are also applicable to Bank's successors and assigns. Upon termination or expiration of these Terms and Conditions for any reason, any obligations which by their terms or nature, must extend beyond the date of termination/expiration to be effective shall survive termination/expiration of the use of Services herein.

### 1. DEFINITIONS

These Terms and Conditions shall supplement the Terms and Conditions of the Account Opening Form (AOF) of the Bank. In case of any inconsistency between these Terms and Conditions and AOF, the former shall prevail.

"Account" means any bank account (including any sub-account) you hold with us.

"Addressee" of a Data Message or an Electronic Record means a person (shall also include a customer of the Bank who is to follow the registration process) who is intended by the originator to receive the Data Message or electronic record, electronic communication or electronic data but does not include an intermediary like bank who sends, receives, stores or provides other service with respect to the Data Message or electronic record on behalf of the originator or addressor;

"Affected Instruction" means an instruction we think is unclear, conflicting, incorrect, incomplete, unauthorized or would breach any applicable law, order or sanction of any Authority.

"Application Form" means a form in which you apply to us for any service.

"Authority" means any regulatory or supervisory body or authority, court etc. with jurisdiction over us.

"Authorization Password" means the Password, which is generated by an Authorizer for the approval of each transaction to be relayed to the Bank for processing. This shall be a combination of the USER ID/PASSWORD and a unique input code for each authorization generated from an application to be provided by the Bank on user's email address.

"OTP" Application refers to SOFT TOKEN (OTP) Two factor authentication token, for authorizing the login /transaction.

"Authorized Person" means any person given authority to act on your behalf in accordance to the rights / accesses given to him.

"Bank" means The AlBaraka Bank Pakistan Limited.

"Banking Day" means a day on which banks are open for general banking.

"Cash Track" means the Bank's proprietary Cash Management application providing various financial services.

"Channel" any system or medium including website, through which parties may communicate.

"Cheque Stationery" means pre-printed standard stationery provided by the Bank, used solely for printing cheque via Cash Track.

"Corporate Cheque Printing Services" means the generation and printing of Account Payee only cheques using pre-approved cheque stationery and digital signatures via Cash Track.

"Customer" means "You", "Your" and "Yours" and the party/company identified in the relevant application/set up form duly approved and accepted by the Bank as a client/customer on the CASH TRACK Portal receiving the relevant service/s in the relevant service location.

"Customer ID" means the User ID as mentioned in the Registration Setup Form that identifies the Customer using the CASH TRACK system.

"Customer Password" means the Password set by the Customer against their user for logging on to the Web Portal.

"Data Message" means information generated, sent, received or stored by electronic, optical or similar means, including but not limited to electronic data interchange, electronic mail, telegram, telex or telecopy;

"Digital Signature" means data in electronic form, affixed to or logically associated with a Data Message or an Electronic Record, which may be used to identify the signatory in relation to the Data Message or Electronic Record and indicate the signatory's approval of the information contained therein and a reference to "Digitally Sign" shall be construed accordingly. In other words, Digital signature is the authorization generated on CASH TRACK, when a user with rights as per the respective board resolution or signing authority, approves the transactions. The data flow to bank will contain information to identify the signatory, to recognize and process the transaction.

"Electronic Keys" any electronically generated key or One Time Password - OTP, authentication or verification of any form, generated by CASH TRACK.

"Electronic Record" means a record generated in digital form by an Information System, which can be:

- (a) Transmitted from an Information System or from one Information System to another; and
- (b) Stored in an Information System or other medium

"Force Majeure" means any of the following;

- (a) Changes in laws or interpretation of law, or change in laws application, etc.
- (b) Order by "Authority" or court, regulator, etc.
- (c) System failure or malfunction or third party intervention.

(d) Natural events such as earthquake, flood, etc.

(e) Unrest such as riot, disorder, hostilities, terrorism etc.

(f) Lockdown, strike etc.

(g) Delay or non-availability of any services to you or us by third party etc.

(l) circumstances beyond our reasonable control.

"Information System" means a system for generating, sending, receiving, storing or otherwise processing Data Messages or Electronic Records including CASH TRACK Portal.

"Instructions" are in relation to any account or services which:

(a) Contain information we require to carry out instructions.

(b) We receive by any channel as agreed

(c) Sent / transmitted with digital authorization from Authorized person.

"Intellectual Property rights" includes all proprietary rights including tradenames, copyrights, design, utility, logo, domain names, trademarks, services, database rights, etc.

"Losses" Damages, claims, liability, costs, expense (including direct, indirect, loss of profit or goodwill etc.) incurred by an individual or an entity as a result of an event or circumstance.

"Malware" destructive software which may be hostile or include viruses, worms, Trojans, spyware etc.

"Mandate" authorized person's authority.

"Maker, Verifier, and Authorized Signatory" mean individuals designated by the Client with roles to respectively upload payment files, verify entries, and authorize transactions.

"Notify" inform of something in an official/formal manner.

"Originator" of a Data Message or an Electronic Record means a person (shall also include a Customer) by whom or on whose behalf, the Data Message or Electronic Record signifies to have been sent or generated prior to storage receipt, if any, but does not include an intermediary like the Bank who sends, receives, stores or provides other services with respect to the Data Message or Electronic Record on behalf of the Originator or Addressee

"Parties" means the Bank and the Customer.

"Payment Instructions" means with in bank transfer, Interbank funds transfer, Real time gross settlement, RAAST, Pay-order, Cheque, or any other similar payment instrument.

"Report" means in relation to any account, transaction or services, any data / statement or information requested by the Customer.

"Security Procedures" any recommendations or procedures or authentication issued or made available to you.

"Services" means the CASH TRACK Portal Service provided by the Bank to the Customer in accordance with these Terms and Conditions via internet facility and through the use of CASH TRACK Portal; Means any banking facility including accounts, channels, product, we provide to you.

"Service Provider" a third party software, hardware or information/ data, being used by the Bank or the customer in/for Cash Track.

"Set-up Form" is the form setting out the set-up options you designate for a service.

"System Materials" all user guides, software, hardware, digital certificates, equipment, materials or documentations on any media available to you.

"Schedule of Charges (SOC)" the list of services and its charges defined by the bank and published time to time and valid in the relevant period

"Tax" includes levies, deductions and other financial charges imposed by the federal, local or provincial government on entities, individuals and businesses which inter alia includes sales tax, income tax and other such charges required under law.

"Transaction" refers to an exchange or interaction;

- (a) Made between parties
- (b) Effected by the Bank on the customer's Instructions
- (c) Made between the customer and any other party

"User" anyone appointed by an authorized person, in connection with service.

"User ID" unique identification assigned to or selected by a User.

"We", "Our", "Us" means The AlBaraka Bank Pakistan Limited

"Website" refers to the location of webpages of the Bank on the internet over which the Customer may assess for the purpose of using the Services and which are specifically described in the CASH TRACK Portal Forum and includes such other uniform resource locators as may be provided or substituted by the Bank from time to time.

## 2. LISTING / PROCESS FLOW

2.1 In order to be listed with the Bank for using the Services, the Customer is required to:

- (i) Tender the CASH TRACK Portal Form/ Registration Form with true, complete and accurate information, which may be collected from the Bank. Same must be submitted to either Relationship Manager or Cash Management Officer.
- (ii) Present the Bank with any additional information that the Bank may ask for, including but not limited to information on every end user being granted access to and use of the Services; and
- (iii) Pay all applicable charges or costs and applicable taxes as stipulated in Schedule of Charges (that is posted on the Bank's Website or as per agreed charges schedule signed between the Parties.
- (iv) Have an account with the Bank, access to internet service and an activated e-mail address (that is used and reviewed regularly by You).
- (v) With the Bank's approval, Customer ID(s) shall be created which shall be accessible only to the authorized person(s) as mentioned on CASH TRACK Portal Form or Registration / Set-up Form. Upon the authorization of the Customer IDs, 1st time log-in Customer Password will be sent to the Customers through notified e-mail; thereafter bank account of Customer shall be tagged by the Bank.
- (vi) Upon 1st time login - System will prompt the Customer to change the Password.
- (vii) In case the Customer performs three (3) incorrect password attempts, Customer ID will be locked.
- (viii) In case the Customer forgets the Customer Password of the Customer ID created by the Bank, the customer can send e-mail to designated staff from its registered email address, who unlock user ID.
- (ix) For the creation of additional Customer IDs and deactivation of Customer ID, the Customer will have to fill out the additional ID creation and deactivation form(s), signed by authorized signatory as per the Customer's Board Resolution, same must be submitted to the relationship manager of the Bank or to Cash Management official; thereafter the Bank's authorized officer will create or disable the Customer IDs with recorded assigned limit.
- (x) In case of any error or discrepancy or issue, all communication will be done in writing.

## 3. SCOPE OF SERVICES

3.1 Subject to Section 2, the Bank will provide following Services to the Customer.

### A. Account Services

- i. Account e-Statement
- ii. Enquiry
- iii. Certificates

## B. Payment Services

- i. IFT - Within Bank Funds Transfer
- ii. IBFT - InterBank funds transfer
- iii. RTGS - Real Time Gross Settlement
- iv. RAAST
- v. Utility Bills
- vi. Tax Payments

Note: The instructions to avail above noted Services are stipulated at <https://corporate.ABPL.com.pk>. The scope of Services may be amended by the Bank from time to time with or without prior written notice to the Customer.

3.2 Subject to the Bank's discretion to alter the Service hours, the Services will be made available during all hours. This is a 24/7 web based service.

3.2.1 The posting and processing of any transactions dropped for processing on back office, will be made by back office within banking hours as per cut-off communicated, e.g. RTGS and printing of Pay-order or Corporate cheque.

3.3 The Bank shall provide the Client access to corporate cheque printing services through Cash Track, enabling the Client to generate Account Payee-only cheques. The Bank shall provide standard cheque stationery to the Client for use exclusively with Cash Track. All cheques printed via Cash Track shall bear digital signatures of Client's authorized signatories as per the board resolution shared with the Bank.

3.4 Subject to payment of additional charges as determined by the Bank, the Customer may be provided such incidental services (collectively "Incidental Services") like view access, utility bills, Tax payments, IFT, IBFT, RAAST, RTGS, Branch services etc. as the Bank may decide from time to time. However, the Bank may change the extent or charges of Incidental Services at its sole discretion with reasonable notice to the Customer.

## 4. CUSTOMER RESPONSIBILITIES

4.1 The Customer is not authorized to reproduce, copy or market, in whole or part, any of the Services and or the information obtained through the use of Services, in any manner whatsoever, without the Bank's prior written consent.

4.2 It will be Customer's onus to procure and install equipment, software and devices necessary to use the Services, in the event the customer's existing equipment or software is not compatible to ensure smooth operation of CASH TRACK services then the same shall be replaced by the Customer. A Customer or its authorized person(s) notified to the Bank must be trained and conversant with aspects of computer technology, usage of web, internet facility and facets of the Services including CASH TRACK Portal.

4.3 The Customer hereby expressly warrants and represents that it is duly authorized to upload, transmit or otherwise deal with any or all contents, information, Data Message, Electronic Record and data provided by the Customer and further warrants or represents that the same is true, accurate, existing and complete.

4.4 The Customer agrees not to upload or transmit any unauthorized contents, information and data, including but not limited to files, codes, viruses, documents and information, that may affect the use of the Services.

4.5 Secrecy of the Customer Password(s) and Customer / User ID, Password, Key, PIN, OTP, HOTP provided by the Bank shall be the responsibility of the Customer which will be only used in relation to the Services.

- 4.6 In order to avail the Services, the Customer authorizes the Bank to deal with any data, information, Data Message and Electronic Record provided by or to the Customer.
- 4.7 The Customer undertakes not to use the Services for activities declared unlawful/ Restricted / Prohibited under the laws of Pakistan or under guidelines by regulator / authorities in particular and under the laws / Guidelines of any other country / regulator with jurisdiction, in general; including but not limited to Anti-Money Laundering regulations / laws and guidelines.
- 4.8 The Customer agrees to provide to the Bank with all its accurate particulars and contact details, including but not limited to, official and residential addresses, all telephone number(s), all fax number(s), email addresses, and undertakes to immediately update the Bank of any alteration in particulars and contact details. In the event, the Customer fails to update the Bank of any change in its particulars, the Bank shall be deemed to have discharged its duties having sent a notice to the Customer's last known address available with the Bank.
- 4.9 Accurate and up-to-date authorized signatory specimen signatures and board resolutions are submitted and maintained with the Bank.
- 4.10 Only designated Makers, Verifiers, and Authorized Signatories access Cash Track, and such designations are regularly reviewed and updated. Adequate internal controls and cybersecurity measures are in place to protect user credentials and secure the system.
- 4.11 The Client acknowledges that cheque issuance and authorization remain entirely the Client's responsibility and liability, even though the Bank provides the digital platform and stationery
- 4.12 The Customer must follow the user guides, security procedure and instructions relating to any Service.
- 4.13 The Customer must implement processes and controls for detection, prevention and remedy threats relating to Malware being introduced to its system.
- 4.14 Take the responsible measures to protect User ID and all information.

## 5. BANK'S RESPONSIBILITIES

- 5.1 The Bank shall:
- a. Provide access credentials and user setup for the Client on Cash Track.
  - b. Maintain the operational integrity of the Cash Track application.
  - c. Supply cheque stationery as per mutually agreed formats.
- 5.2 The Bank shall not be responsible for the content, authorization, or correctness of any cheque uploaded, verified, or authorized through Cash Track.

## 6. NO SIGNATURE REQUIREMENT

- 6.1 The Customer agrees that a Data Message or an Electronic Record, whether digitally signed or not, sent to or communicated with the Addressee through the Bank's Services will be treated and deemed to have been physically delivered and communicated with the Addressee and will be deemed a document in writing physically signed by the Parties. In other words, transactions have been digitally authorized by the Customer shall have the same legal effect, validity and enforceability as if signed in writing. The Bank will rely on such acceptance without enquiry as to the authority of the person acting on the Customer's behalf.

6.2 The Customer agrees and undertakes that in the event there arises any court or similar proceedings of any nature, it shall do such necessary acts, as reasonably requested by the Bank, to perfect the Data Messages or Electronic Records, including but not limited to reducing the contents thereof in writing and physically signing the written records so reduced, to verify that the original Data Message or Electronic Record was validly signed, however, the Customer's failure in doing so shall not affect the validity of the said record.

6.3 The Customer waives all rights to challenge the validity or enforceability of any Data Messages, Electronic Records, or agreements or transactions concluded completely or partially through it on the grounds that they were in electronic form, sent electronically and or the signature appended is only a Digital Signature. Moreover the Customer shall not deny or challenge the validity or legality of any transaction entered into or executed under these Terms and Conditions and through the use of the Services.

6.4 The Customer acknowledges and agrees that the Bank shall retain Customer's digital signature certificate, Data Message and Electronic Record, related with the use of Services for record purposes. Moreover, the Bank shall also be authorized by the Customer to Digitally Sign the Customer's Digital Signature on the Customer's behalf to such electronic documents as may be authorized by the Customer. The Customer hereby undertakes and agrees to indemnify the Bank and hold it harmless for all times to come against any action or liability, cost or expense or loss whether legal or otherwise that may arise from the Bank's retention of the Customer's Digital Signature certificate and the Bank's authorized use of the Customer's Digital Signature related with the use of Services.

6.5 For hyperlinks to Our other websites, the terms of the respective websites apply. If no terms and conditions exists , the relevant contract/agreement signed between the parties shall apply.

## 7. DATA MESSAGES AND ELECTRONIC RECORDS

7.1 The Customer agrees that all Data Messages and Electronic Records to be sent to avail the Services hereunder shall comply with all applicable legal requirements, narrated instructions of the Bank and such message requirements and instructions as the Bank may prescribe from time to time. The instructions to use the Services are stipulated at <https://cashmgmt.albaraka.com.pk>

7.2 Unless otherwise specified by the Bank, the dispatch of a Data Message and an Electronic Record is for all purposes deemed to have occurred or has been made when the Data Message and Electronic Record enters an Information System outside the control of the Originator or of any person who sent the Data Message on behalf of the Originator, Customer or Authorizer.

7.3 Unless otherwise specified by the Bank, the receipt of a Data Message and an Electronic Record duly authorized, where required are for all purposes deemed to have occurred when the Data Message and an Electronic Record duly authorized, where required enters an Information System or an electronic mailbox or similar system of the Addressee.

7.4 The Customer acknowledges that the period between "dispatch" and "receipt", as specified in section 6.2 and 6.3 above, is indispensable for the Bank for the conversion of format and transference of Data Message or Electronic Record etc. The Bank shall not be responsible for any damage or loss caused during the occurrence of the said period.

7.5 Unless otherwise specified by the Bank, a Data Message or an Electronic Record is deemed to be dispatched at the place where the Originator has his/her place of business and is deemed to be received at the place where the Addressee has his/her place of business. For the purpose of this paragraph:



(i) If the Originator or the Addressee has more than one place of business, the place of business is that which is situated under or near the jurisdiction or ambit or has the closest relationship to the underlying transaction or where there is no underlying transaction, the principal place of business; or

(ii) If the Originator or the Addressee does not have a place of business, reference is to be made to the habitual residence or last known or recorded address of the Originator or the Addressee.

7.6 If the Customer receives any Data Messages or Electronic Records addressed to any other party but wrongfully forwarded to it, then it shall:

(i) Notify and return the Data Messages or Electronic Records to the Originator through the Bank as soon as possible so that necessary and timely steps can be taken to stop the transaction;

(ii) Destroy all copies of the Data Messages or Electronic Records afterwards and keep the contents of the same confidential.

## 8. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights (including copyright and trademarks) contained in, relating to or in connection with the Website and Services, including but not limited to, text, graphic, logos, icons, sound recordings and software that are legally owned by the Bank or its licensors. No materials provided through the Website or Services, including text, graphics, compilations, computer programs, code and/or software may be reproduced, modified, adapted, distributed, published, displayed, uploaded, broadcast, posted, transmitted or hyperlinked in any manner and in any form without the Bank's express, prior written approval and the respective intellectual property owners or licensors. You must not change, decompile, reverse engineer or make copy of any software or interfere with any system material stored on or transferred, without the Bank's prior written consent.

The Bank grants the right to access the website(s) to the User and use the Internet Banking Services in accordance with the Terms and Conditions mentioned herein. The User acknowledges that the Services including, but not limited to, text, content, logos, trademarks, photographs, video, audio and/or graphics, are either the property of the Bank, or used with permission by Bank and/or by the content providers and may be protected by applicable copyrights, trademarks, service marks, international treaties and/or other proprietary rights and laws of Pakistan and other countries, and the applicable Terms and Conditions. Any breach of the restrictions on use provided in these Terms and Conditions is expressly prohibited by law, and may result in severe civil and criminal penalties. Bank shall be entitled to obtain equitable relief over and above all other remedies available to it under the law, to protect its interests therein.

## 9. PAYMENT TERMS

In consideration of the provision of the Services by the Bank, the Customer agrees as follows:

(i) The Customer shall make payment to the Bank of all applicable charges plus any applicable taxes and duties notified in the Schedule of Charges or as mutually agreed and signed between the Parties ("Charges") for the use of the Services, including but not limited to related technical support, in accordance with the Bank's rates and fees, as may be amended from time to time by the Bank. Notification of new rates or charges and fees will be either posted on the Website or sent to the Customer via electronic or written means. Payment of Charges shall be in accordance with such payment modes as the Bank may prescribe from time to time. Payments by the Customer to the Bank shall be the full amount billed and free of any deduction of any nature whatsoever, including without limitation,



deductions for Bank charges, official fees, and applicable taxes or any other expense or charge incurred by the Customer.

(ii) The Customer shall notify the Bank of any discrepancies in the amounts charged within Fifteen (15) days of notification of any payable Charges, failing which the amount charged shall be deemed correct and applicable and the Customer shall not be entitled to dispute the same or bring any action or proceedings against the Bank in respect thereof.

(iii) In the event that the Bank is compelled to commence any legal action to recover unpaid or outstanding Charges, the Customer agrees that the Bank shall be entitled to claim legal costs on a full indemnity basis from the Customer.

#### 10. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

10.1 The Services and all Incidental Services (including but not limited to training and technical support) are provided on an "as is" and "as available" basis. The Bank disclaims all warranties or conditions of any kind, to the extent permitted by law, whether express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

10.2 The Bank does not warrant that the Website and Services will be uninterrupted, timely, secure or error free. The Bank does not warrant the security of any information transmitted over the Internet as no data transmission over the Internet can be guaranteed as totally secure. Accordingly, any document or information which is transmitted by the Customer, whether to the Bank or to any other party, is transmitted at Customer's own risk.

10.3 The Bank is not responsible for the availability, content or security of external websites or websites belonging to service providers which may or may not be linked or integrated with the Website. The Bank undertakes no liability, whether in contract, tort or otherwise for the acts, neglects and omissions of the service providers or other third parties, including without limitation third party providers of telecommunication, computer or internet services or for faults in or failures of their apparatus, equipment or systems.

10.4 The Bank shall not be liable to the Customer or any other third party for any damages, loss, cost or expense suffered by the Customer or any other third party as a result of:

(i) An action brought by the Customer or a third party even if such loss caused was reasonably foreseeable or the Bank has been advised of the possibility of the Customer or any other party suffering or incurring the same;

(ii) The reliance on or use of any data, information, content or matter provided by the Service Provider via the Services or the accuracy, correctness or completeness thereof;

(iii) Any errors, interruptions or other occurrence whatsoever arising out of any form of communication or other facilities not provided by the Bank;

(iv) Any occurrence not due to the Bank's direct default.

10.5 In no event shall the Bank be liable for any loss of business, profit, goodwill or any type of special, indirect or consequential loss or damage emanating from the use of Services or application of these Terms and Conditions.

10.6 The Customer shall indemnify and keep the Bank harmless against any damage or claim by any party which may arise out of the usage of Services and agrees to notify such party in writing that the Bank shall have no liability to them. In the event any claim is made by such party against the Bank, then Customer shall take all necessary steps to enforce its rights including but not limited to the institution of legal proceedings, if necessary, against such party to restrain them from bringing such claims against the Bank.

10.7 The Bank shall not be responsible for any dealings:

- (i) Between the Customer and the Service Providers or
- (ii) Between the Customer and another Customer whether or not such dealings are facilitated through the use of the Services.

10.8 The Customer agrees that it shall not bring any claims, actions or proceedings whatsoever against the Bank in respect of any damages, loss, cost and expense arising from the use or reliance on the data, information, content or matter provided by the Service Providers via the Website or Services.

10.9 The Bank shall have no liability to the Customer for any loss, damage, cost or expense arising from or in connection with the use of Services / these Terms and Conditions unless the Customer shall have served notice to the Bank within fifteen (15) days from the date of such an event giving rise to the cause of action.

10.10 That neither party shall be responsible for failure to perform or fulfill its commitments under these Terms and Conditions if such failure is due to any other circumstances outside its/his /her control. Such circumstances comprise, but are not confined to, acts of God, war, riots and sabotage, Force Majeure etc.

10.11 The Bank shall not be held responsible for any failure to meet its obligations under these Terms and Conditions to the extent that such failure is attributable to the effects of any computer virus.

10.12 In any event, the liability of the Bank for loss, damage, cost or expense to the Customer, for any cause whatsoever and regardless of the form of action, whether in contract or in tort including negligence or otherwise, limited to Bank's systems or staff, shall be handled in accordance to Bank's internal policy and shall not exceed from the maximum of the actual transaction amount.

10.13 Any other limitation of liability contained in any service related terms is in addition to and does not limit this section.

10.14 The responsibility of documents, instruction or data provided by the Customer is limited to you, and the Bank shall not be responsible for and have no duty to review or verify such documents, instruction or data.

10.15 The site of the Bank may require maintenance and during such time it may not be possible to process the request of the Customers. This could result in delays and/or failure in the processing of instructions. The User understands that the Bank disclaims all and any liability, whether direct or indirect, whether arising out of loss or otherwise arising out of any failure or inability by the Bank to honor any Customer instruction for whatsoever reason.

10.15 The Client shall indemnify, defend, and hold harmless the Bank, its employees, and affiliates from any claims, losses, damages, or liabilities arising from:

- a. Unauthorized use or access to Cash Track due to Client's negligence or internal fraud;
- b. Any fraud, error, or omission by Client's employees, contractors, or representatives;
- c. Any failure to update user rights or authorization limits in a timely manner.

10.16 The Bank shall not be liable for:

- a. Any indirect or consequential loss;
- b. Loss due to printing errors, unless solely attributable to gross negligence of the Bank;
- c. Any claim arising after cheque issuance that was properly authorized through Cash Track.

## 11. GOVERNING LAW

11.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of Pakistan. The Parties agree to submit to the exclusive jurisdiction of the courts in Pakistan.

11.2 Recognizing the global nature of the Internet, the Customer agrees to comply with all local rules regarding online conduct, acceptable content and use of the Website and the Services. Details contained on the Website have been prepared in accordance with Pakistani law and may not satisfy the laws of any other country. The Bank does not warrant that the details on the Website will satisfy the laws of any country other than Pakistan.

## 12. TERMINATION OF ACCESS

12.1 These Terms and Conditions shall be effective from the date the CASH TRACK Portal form of the Customer is approved by the Bank and shall remain in force unless earlier terminated in accordance with the Terms and Conditions herein.

12.2 Either party may terminate the Services or any part of Service by thirty (30) days' prior written notice to the other party.

12.3 Upon termination, the Customer and its nominees shall immediately cease to use or access the Services.

12.4 Notwithstanding the foregoing, the Bank may immediately cease to provide the Services and to terminate these Terms and Conditions forthwith if

(i) The Customer goes into liquidation or bankruptcy; or

(ii) If the Customer breaches or fails to conform to any obligation in accordance with these Terms and Conditions; or

(iii) As provided under Section 8 above.

12.5 Upon termination of Services or closure of Services or account with the Bank, you must return any material relating to Services the Bank provides to the Customer.

## 13. AMENDMENTS

The Bank may from time to time and at any time revise and/or change any of these Terms and Conditions including without limitation, the charges levied in respect of the Services. Such changes will be placed on the Website for Customer's notification or will be shared via email / written letter. The Customer agrees to remain bound by these amended Terms and Conditions or any document submitted for availing Services.

## 14. GENERAL

14.1 The Customer shall not, in any litigation proceeding, challenge the admissibility as evidence or the accuracy of a data log or electronic record provided by the Bank in whatever form it may be presented.

14.2 Nothing in this Terms and Conditions shall constitute or be deemed to constitute a partnership between the Bank and any Customer or Service Provider, nor constitute the appointment of the Bank as agent of any Customer or Service Provider.

14.3 A waiver of breach or default under this Terms and Conditions by the Bank must be in writing and shall not be a waiver of any other or subsequent default. Failure or delay by the Bank to enforce compliance with any of these Terms and Conditions shall not constitute a waiver of such Term or Condition.

14.4 If any Terms and Conditions are held to be invalid, unenforceable or illegal for any reason, the remaining Terms and Conditions will continue in full force.

14.5 The Customer shall not assign the Services or any part thereof without the prior written consent of the Bank.

14.6 The Customer shall be deemed to have read these Terms and Conditions and agrees to be bound by the terms hereof. These Terms and Conditions contain the whole agreement between You and Us in relation to the subject matter and shall supersede all proposals, prior agreements, oral or written, and all other communications between the parties relating to the subject matter of the Services.

14.7 Subject to fulfillment of conditions stated in Section 2 and the Bank's sole discretion to reject any CASH TRACK Portal Form, the Customer may be issued a Customer Password and user Customer ID by the Bank to use the Services.

14.8 The Bank will assume no liability or responsibility should the Customer suffer any loss or setback as a result of miscommunication, delay or loss in transit of any instruction to the Bank issued through internet.

14.9 The Customer may terminate the use of Services by giving a notice of thirty (30) days to the Bank. However, the Customer shall remain bound for the liabilities accruing prior to the termination of the Services.

14.10 All charges in respect of the Services and in accordance with the prevailing Schedule of Charges or as agreed between the Parties, shall be payable by Customer and in the event of non-payment, the Bank shall reserve the right to terminate the Services with or without any prior notice to the Customer.

14.11 The Customer by virtue of having used the Services will not be absolved at any time to fulfill the responsibilities in respect of physical submission of documents and compliance with the regulatory framework.

14.12 Any actual damages, costs or losses suffered by Customer will be at the Customer's own risk and responsibility including risk of damage to security stationery, hardware, losses to Customer arising in respect of non-receipt and/or receipt of Data Message or Electronic Record.

14.13 The Bank shall assume no risk or responsibility in the event of the Services becoming affected or suspended due to technical breakdown etc.

14.14 The Customer will be bound by these Terms and Conditions in the event of usage through CASH TRACK Portal as well and the constraints and possible threats surrounding the usage of cyberspace.

14.15 The Customer represents that it and its authorized employees are actually authorized to conduct and enter into bank related transactions.

14.16 The Bank shall not be responsible should there be any disparity between the Customer's actual limit outstanding and portfolio as accessed through the CASH TRACK Portal and what actually exists at the Bank's own books and as such it is the Customer's critical responsibility to keep up to date with the limit, cushion, actual outstanding and all over dues, etc. before it considers itself eligible to apply for the Services.

14.17 It will be the responsibility of the Customer to ensure that at all times there is enough and adequate cover in its Designated Account(s) in respect of payment transaction and other "Schedule Of Charges" tariffs.

14.18 The Bank may cancel, reverse or debit a payment it made under its use of the Services herein or for the transaction (including any charges, late payment charges and commission paid) to correct a mistake; where the Bank has not received cleared and unconditional funds in full or promptly; where the Bank is required to return the funds to the relevant payer or drawer or where the Bank has reasonable grounds for doing so.

14.19 The Bank may debit amount due or payable for use of Services or for any transaction from any of the Customer's accounts with the Bank at any time.

14.20 The Bank may enter into information sharing agreements with financial institution. The Bank may disclose information relating to the Customer to such person or institution.

14.21 The Bank will only act on any instruction or perform any service on a Banking day in the relevant service location/s.

14.22 The grant of facility of Internet Banking Services to a User is non-transferable under any circumstances and shall be used by the User only.

14.23 LIMITS: The User is aware that the Bank may from time to time impose maximum and minimum limits including daily limits on transfer of funds that may be transferred or amount of the IBFT / IFT/ Utility Bills/ Tax Payments/ RAAST/ RTGS that can be issued by virtue of the payment instructions given hereunder. The User acknowledges that the same is to reduce the risks on him/her. For instance, the Bank may impose transaction restrictions within particular periods or amount restrictions within a particular period or even each transaction limits. The User shall be bound by such limits imposed and shall strictly comply with them. The Bank shall circulate an appropriate message on email to relevant users or upload on the Website.

14.24 No one other than a party to these Terms and Conditions, their successors and permitted assignees shall have any right to enforce any of the Terms and Conditions.

## 15. Protect your Identity

Like other financial crimes / frauds, identity theft carries serious and pervasive threat for the financial institute and its customers alike. By adopting following measures we can minimize the threat by a large extent.

### 15.1 PREVENT:

- Keep your personal and financial information safe and secure.
- Always shred papers with any personal information such as transaction receipts, when no longer required.
- Don't use generic PIN / Passwords that can be obviously associated with you such as date of birth, telephone number, popular number sequence like 1234,111 etc
- Never carry PIN or Passwords in your wallet or write any financial information on the outside of an envelope or anything you are going to discard.
- Don't provide personal or financial information to people over phone, through email or on internet, no matter how legitimate or enticing their offer may sound.
- Never disclose personal or financial information when using public internet facility or connection.
- Only shop at secure websites. Before entering any personal or financial information, always ensure that the security icon, the locked padlock or unbroken key symbol, is appearing in the bottom right of your web browser.
- Regularly reconcile your account statement and notify any discrepancy detected to the bank immediately.
- The security of password and other details shall be the exclusive responsibility of the User/Customer and Bank cannot be held responsible for any transaction conducted by anyone by using/misusing of Users password or other confidential information of the Customer.

### 15.2 IDENTIFY:

- Early detection is always a key in preventing identity theft. Be alert in detecting and reporting any suspicious activity in your accounts.

- Any unknown debit, alert, sms, collection call, charges, or statement showing unknown account number or other banking facility, or facility such as statement or email / sms alert stop without your knowledge are early signs to be alert.

#### 15.3 DEFEND:

- Unfortunately, if you become a victim, defend promptly. Your timely defense may prevent fraudsters from making further use of your information.
- Immediately report to Bank and request to block the access.
- Always document your actions while reporting any such issue.
- Regularly follow-up with your Bank.

#### 16. CYBER CRIME

The Internet per se is susceptible to various cybercrimes like phishing, vishing (Voice phishing), SMSing (phishing through SMS), compromise of User's system security etc., that could affect Payment Instructions / other instructions to the Bank. Whilst the Bank shall endeavor to protect the interest of the customers, there cannot be any guarantee from such cybercrimes and other actions that could affect Payment Instructions / other instructions to the Bank including but not limited to delay or failure in processing the instructions. The User shall separately evaluate all such risks and the Bank shall not be held responsible for the losses arising out of such cybercrimes. The User understand that doing a digital transaction at a Cyber cafe/shared computer terminal is risky and shall avoid using the services of a Cyber cafe/shared computer terminal to do any digital transactions.

#### 17. RIGHT TO SET OFF AND LIEN

Bank shall have the right of set off and lien, irrespective of any other lien or charge, present as well as future, on the account(s) held by User(s) or in any other account, whether in single name or joint names to the extent of all outstanding dues, whatsoever arising as a result of the Internet Banking Services extended to and/or used by the User under these Terms and Conditions.