

Q. TERMS AND CONDITIONS FOR SMS BANKING SERVICES

All transactions effected by the Account Holder through the Dubai Islamic Bank Pakistan Limited SMS Banking Service, as defined below, will be governed by these terms and conditions ("SMS Terms and Conditions"). In case of any conflict between the SMS Terms and Conditions and the Terms and Conditions of the Banking Service Agreement, the SMS Terms and Conditions shall prevail.

1. Definitions

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

- (a) **"Account"** means any account, single or joint, opened and maintained by the Account Holder for which the Account Holder requests the Bank for the Services and which account has been accepted by the Bank for availing of the Services;
- (b) **"Alerts"** means the customized messages sent by the Bank via SMS to the Account Holder's mobile phone;
- (c) **"Account Holder(s)"** means the person(s) who holds an Account with the Bank;
- (d) **"Services"** means the SMS banking services offered by the Bank to the Account Holder(s) for access to information of their respective Accounts as may be prescribed by the Bank from time to time and usage of products and/or services as may be made available by the Bank from time to time;
- (e) **"Mobile Phone Application"** means an application that may be provided to the Account Holder by the Bank for installation by the Account Holder on his mobile phone which shall enable the Account Holder to avail the Services in a unique format;
- (f) **"MSP"** means any mobile service provider through whom the Account Holder receives the mobile services as notified by the Bank from time to time;
- (g) **"PIN"** means the 4 digit number as provided by the Account Holder for authentication / verification by the Bank of his / her identity which the Account Holder shall be able to use to obtain a range of financial information as determined by the Bank related to his/her relevant Account(s) in connection with the Services;
- (h) **"SMS"** means short messaging service provided by MSP;

2. Availability of Services

- 2.1 The Account Holder acknowledges that the Services may be discontinued at any time by the Bank without any prior notice for any technical reason since the Bank is dependent on third party service provider and the MSPs for the provision of the Services to the Account Holder.
- 2.2 The Bank may wherever feasible utilize the service of any MSP for the Services from time to time.
- 2.3 The Account Holder assumes full responsibility for the security and confidentiality of his / her mobile phone, mobile phone number and PIN to be used for gaining access to his/her Account(s) through the use of his/her mobile phone.
- 2.4 The features of the Services 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.
- 2.5 The Bank also reserves the right to make any additions or deletions in the features offered under the Services at any time, however, Bank shall be obliged to notify the Account Holder, at least one week before the actual date of the addition or deletion of features in the Services, through SMS and notices posted on the Bank's website and displayed in the branches.

3. Account Holder Obligations

- 3.1 The Account Holder is duty bound to acquaint himself with the detailed process for using the Services and the Bank is not responsible for any errors / omissions by the Account Holder.
- 3.2 The Account Holder acknowledges that the Services will be implemented in a phased manner and the Bank may at a later stage, as and when feasible, add more features to the Services. The Bank may, at its discretion, from time to time change the features of any Alerts / Services. The Account Holder will be solely responsible for keeping himself updated of the available Services, which shall be notified by the Bank through its website or through any other legally recognized medium of communication.
- 3.3 The processing of registration and activation of Services shall require a minimum of 7 days from the date of submission of request for activation by the Account Holder and acknowledgement of acceptance of the SMS Terms and Conditions.

- 3.4 The Bank is not bound to acknowledge the receipt of any query, instructions nor shall it be held responsible to verify any instructions. The Bank shall endeavor to provide instructions on a best efforts basis wherever it is operationally possible for the Bank.
- 3.5 The Account Holder is solely responsible to inform, in writing, to the Bank of any change in his mobile phone number. In the event the Bank is not informed of the change in the mobile phone number of the Account Holder the Bank will not be liable to send any Alerts or other information over to the Account Holder's new mobile phone number in any way whatsoever. If the Bank keeps on sending Alerts or other information to the Account Holder's old mobile phone number on account of not having been informed by the Account Holder of his/her new phone number then the Account Holder shall be liable to pay the applicable fee for the Services made available by the Bank on the old mobile phone number and the Bank shall have no responsibility whatsoever if any details of the Account Holder's Account(s) are disclosed to any other person using the old mobile phone number.
- 3.6 The Account Holder acknowledges that the provisions of Services is dependent on the telecommunications infrastructure, connectivity and services within Pakistan. The Account Holder 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 non-delivery or delayed delivery of Alerts, error, loss, distortion in transmission of and wrongful transmission of Alerts to the Account Holder.
- 3.1 The Bank shall endeavor to provide the Services on a best efforts basis and the Account Holder shall not hold the Bank or its employee(s) responsible / liable for non-availability of the Services or any loss or damage caused to the Account Holder as a result of use or discontinuation of the Services (including relying on the Alerts for the Account Holder's investment for business purposes). The Bank or its Service Providers shall not be held liable in any manner to the Account Holder in connection with the use of the Services.
- 3.2 The Account Holder accepts that each Alert may contain certain Account information relating to the Account Holder. The Account Holder authorizes the Bank to send Account related information, though not specifically requested, if the Bank deems that the same is relevant.
- 3.3 The Account Holder must keep the SIM card and his/her mobile phone in secure / safe custody at all times. The Account Holder shall be solely responsible for any consequences in case the Account Holder fails to adhere to the above and / or in case of any unauthorized use of his/her mobile phone or SIM card.
- 3.4 By agreeing to the SMS Terms and Conditions, the Account Holder accepts the option to use any of the enhanced features to be added to the Services, as and when they are made available by the Bank, which may include but not be limited to; Cash Deposits & Withdrawal, transferring of funds, making bill payments etc. Upon the Bank offering such services, the Account Holder shall be advised of the fees chargeable for such services. Such enhanced features may be charged by the Bank separately on a per transaction basis or otherwise as determined by the Bank).
- 3.5 The Account Holder hereby authorizes the Bank to act on any instructions which is identified and deemed to have been originated by the Account Holder whether through use of the Account Holder's PIN and / or any other appropriate mode of identification that may be used for the Services at the Bank's discretion and this instruction shall be deemed to be correct, valid, irrevocable and binding on the Account Holder upon receipt by the Bank, and the Bank shall not be liable for acting on such instructions that are ultimately found out to have been passed on by someone else using the Account Holder's PIN and mobile number.
- 3.6 The Account Holder shall inform the Bank immediately in the event of his / her mobile phone being lost/stolen and/or surrendering/discontinuing use of the MSP's mobile connection.

4. Addition and Withdrawal or Termination of Services

- 4.1 The Bank reserves the right to introduce additional features to the Services. The Bank reserves the right to send messages to the registered mobile phone numbers regarding its products, services or any related matter.
- 4.2 The Bank may, in its discretion, withdraw temporarily or terminate the Services, either wholly or in part, at any time. The Bank may, without prior notice, suspend temporarily the Services 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 Services.
- 4.3 Notwithstanding the terms laid down in clause 4.2 above, either the Account Holder or the Bank may, for any reason whatsoever, terminate the Services at any time upon prior written notice. All obligations existing before termination shall, however, survive the termination of the Services.

5. Fees

- 5.1 The Bank shall, on a monthly basis, charge a fee for use of the Services, under a notice to the Account Holder through any medium available. In this connection, the Account Holder hereby specifically authorizes the Bank to debit any of the Account Holder's Account (s) with the Bank.
- 5.2 The Account Holder, shall be liable for payment of airtime or other charges that 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.

6. Disclaimer

- 6.1 The Bank or its employee/contractual staff will not be liable for:
- (a) any unauthorized use of
 - (i) the Account Holder's PIN; or
 - (ii) the Account Holder's mobile phone number / instrument or unauthorized access to e-mails received at his notified email address or 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) unauthorized access by any other person to any information / instructions given by the Account Holder or breach of confidentiality;
- 6.2 The Bank shall not be concerned with and will not be held liable for any dispute that may arise between the Account Holder and the MSP and the Bank 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 contents of each Alert.
- 6.3 The Bank shall not be held liable for any disruption or failure in provision of mobile telecommunication services by MSP. The Account Holder agrees that any complaint in connection with the failure of mobile telecommunication services shall be referred, for redress, to the MSP.
- 6.4 The Bank shall not be held liable for any loss of information or damage caused to the Account Holder's mobile phone as a consequence of installing Mobile Phone Application.
- 6.5 The Bank shall not be liable nor shall accept any liability in any manner whatsoever to the Account Holder or anyone else for any damage, loss or injury caused directly or indirectly through any information or data contained in any Alert or SMS from the Bank to the Account Holder. In particular the Bank expressly disclaims any and all warranties in respect of the technical soundness, fitness or suitability of the Services or its use or use of any software or application provided by the Bank, whether express or implied. In case of any damage to the mobile phone or any data, software or application of the Account Holder due to use of the Services on account of any virus, bug or defect of whatsoever nature or otherwise for any other cause, it shall be the sole responsibility of the Account Holder and DIBPL disclaims any and all liability or warranty in this respect.

7. Disclosure

The Account Holder accepts that all information /instructions that will be transmitted to and from the Account Holder may be stored at various locations by the Bank and accessed by personnel of the Bank (and its affiliates). The Bank is authorized to provide any information or details relating to the Account Holder or the Account to the MSPs or any other service provider insofar as it is necessary to give effect to any of the instructions or for provision of better services under the Services.

8. Liability and Indemnity

The Account Holder shall indemnify and keep the Bank and its officers, employees, staff, directors, affiliates and assigns free and harmless from and against all liabilities, losses, claims and damages arising from negligence, fraud, collusion or violation of the terms of this Services on the part of the Account Holder and/or any 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 electrical, computer or mechanical failures.

9. Amendment

The Account Holder hereby agrees that the Bank may amend these Terms and Conditions from time to time for which the Bank shall be bound to provide the Account Holder with thirty (30) days advance notice displayed at its branches or website with regard to the proposed amendments which shall be binding on both the Parties.