

## **TERMS AND CONDITIONS FOR INTERNET & MOBILE INTERNET BANKING SERVICE**

All transactions effected by the Customer through the Dubai Islamic Bank Pakistan Limited Internet Banking Service, as defined below, will be governed by these terms and conditions **(Terms and Conditions)**.

1. All capitalized terms used herein shall have the meaning ascribed thereto in the following definitions:-

**"Account(s)"** refers to the Customer's bank account, card account, home finance account, auto finance account and / or any other type of account (each an "Account" and collectively "Accounts", so maintained with the Bank which are Eligible Account(s) for operations through the use of Internet Banking Service.

**Account Holder** means the Customer who has an Account.

**Affiliate** includes the Bank's authorized business partners and vendors.

**Bank** means Dubai Islamic Bank Pakistan Limited, an Islamic banking company incorporated under the laws of the Islamic Republic of Pakistan, having its registered office at Hasan Chambers, DC-7, Block 7, Kehkashan, Clifton, Karachi.

**Customer** means the Primary Account Holder, Joint Account Holder and the Affiliates authorized to use Internet Banking Service via the registration form which the Customer shall access and fill-in online, or obtain from the Bank and submit the same to the Bank after filling. In case of the Customer being a minor,

the guardian of such minor shall be permitted to use Internet Banking Service. In this document all references to the Customer being referred in masculine gender shall be deemed to include the feminine gender. For the avoidance of doubt, it is pointed out that corporate customers of the Bank are not covered under these Terms and Conditions.

**Eligible Accounts** means the account(s) in the name of the Customer maintained with the Bank in respect of which Internet Banking Services are offered by the Bank.

**Joint Account Holder** means the Joint Account Holder with the “Either or Survivor” operating instructions

**Internet Banking Service includes** access to Eligible Accounts by Account Holders on the Internet, whether through a computer, mobile or any other device, whereby Account Holders can view balances, transfer funds, pay bills online and other services as Bank may decide to provide from time to time. The availability / non- availability of a particular service shall be at the sole discretion of the Bank.

**Notice** means a written and / or electronic Notice given to the Customer by the Bank.

**Password** means the electronic banking personal identification number or secret number chosen by the Customer for confirming the Customer’s identity which enables the Customer to access the Internet Banking Service.

**Personal Information** means the information provided by the Customer to the Bank.

**Primary Account Holder** means a single person who operates and maintains any given account with the Bank.

**Security Codes** means collectively the Password and TPIN.

**SoC** means Schedule of Charges

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

**System** means the equipment and software contained on such equipment used by the Customer to access the Internet Banking Service.

**TPIN** means a four digit number needed by the Customer to perform any financial transaction using the System.

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

3. The Internet Banking Service(s) that have been availed by the Customer on holiday(s) or after business hours shall be processed the next working day. The Customer making payments of utility bills, including but not limited to electricity, telephone, gas, cellular service and other bills as the Bank may allow through the Internet Banking Service, after the cut off time intimated to the Customer on the last due date may be levied with extra charges / penalties for such late payments as levied by the utility companies.

4. The Internet Banking Service will be available for use by the Customer at all times, provided however the Bank may at its sole discretion, from time to time conduct routine maintenance and repair services and as a consequence of such maintenance and repair, the Internet Banking Service may not be available during this time period. The Bank may at its discretion modify the Internet Banking Service being provided or discontinue the Internet Banking Service by giving the Customer Notice of the said modification or the disruption or termination of the Internet Banking Service. The Customer hereby agrees to accept all such changes, disruption or termination of the Internet Banking Service and waives all present and future rights that the Customer may have to challenge the Bank's right to amend or terminate the Internet Banking Service. Notwithstanding anything contained hereinabove, the Bank shall not be liable for any disruption and / or the non availability of the Internet Banking Service resulting from the occurrence of events beyond the control of the Bank.

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

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

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

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

### **Security Codes**

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

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

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

12. The Customer shall immediately change the Password through the Internet Banking Service or notify the Bank by calling on (021) 111 786 342 or any other number that the Bank may provide from time to time to the Customer, in the event that the Customer becomes aware or suspects that the Security Codes are known to any third party and may be used or have been used by a third party to unauthorizedly access the Customer's Account or to carry out unauthorized transactions to and from the Customer's Account. Upon such notification the Bank will suspend use of the Internet Banking Service for the Customer until Security Codes are changed and duly notified to the Customer.

13. The Bank shall use the Security Codes and the Password to identify the Customer and the Customer approves and gives his/her consent that the Bank is entitled to act upon any instructions received by the Bank through the Internet Banking Service without obtaining any further written or other confirmation from the Customer if the Bank has not been informed of any breach of the Customer's Security Codes or the Bank has no reason to believe that the instructions are not actually given or authorized by the Customer.

14. In order to effect any financial transaction the Customer will also be required to provide the TPIN.

15. All instructions received by the Bank from the Customer, through the Internet Banking Service are irreversible and the Bank will charge the Customer for those transactions which are

conducted by him through the Internet Banking Service.

## **Indemnity**

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

17. The Customer hereby indemnifies the Bank for any loss that the Bank may incur in relation to the usage / transfer / withdrawal of funds in excess of the balance available to him / her. The Customer shall within 7 (seven) working days deposit the excess amount that has been utilized / withdrawn from the Account.

18. The Customer shall comply with all these Terms and Conditions of the Internet Banking Service and pay all the charges as per the prevailing SOC rates connected with it.

## **Internet Banking Service accessed outside Pakistan**

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

## **Loss**

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

## **Termination of Internet Banking Service**

21. The Customer may cancel his/her use of the Internet Banking Service at any time by giving the Bank written notice or in such manner as may be notified by the Bank to the Customer from time to time, provided that the Customer agrees that such cancellation will terminate the use of the Internet Banking Service in respect of all Accounts held by the Customer. In the event that the Customer terminates the use of Internet Banking Service, any instructions that have been issued by the Customer via the Internet Banking Service shall stand valid and will not be nullified upon termination.



22. The Bank has the right to end or suspend the Customer's use of the Internet Banking Service at any time, without assigning any reason for such suspension. The Bank shall inform the Customer of such suspension by way of a Notice. The Notice of suspension of the Internet Banking Service may be in the form of a notification appearing on the Customer's screen at the time of accessing the Internet Banking Service and Customer hereby agrees that the Bank will not be required to issue any Notice in writing in addition to such a Notice. The Bank will however, comply with all instructions of the Customer received by the Bank prior to the suspension of the Internet Banking Service.

## **Payments**

23. The Bank will charge a fee for the Internet Banking Service and the Bank may change the fees from time to time, at its discretion. The fees in this Section shall be exclusively for providing the Internet Banking Service and shall not relate to any charges for other banking services the Bank might provide in response to the Customer's requests via the Service. The details of the Bank's charges for particular banking or other services will be provided to the Customer on a request made by the Customer.

24. Any change in the fees and charges referred to in Paragraph 21 above and / or to these Terms and Conditions referred to in Paragraph 25 below, will be effected on such day as may be notified by the Bank by publishing the notice on the Bank's SoC and / or the Bank's website. No confirmation and / or verification of such change will be required from the Customer.

## **Set off**

25. The Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future, on the deposits held in the Account(s) or in any other account, whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the Internet Banking Service extended to the Customer.

26. The Bank reserves the right to set off any Customer's liabilities and / or payment from one Account to another held with the Bank.

### **Amendment**

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

### **Severability**

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

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

### **Notice**

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

### **Complaints**

31. Any complaints in relation to the correctness and / or genuineness of transaction and / or continuity of Internet Banking Service may be made either at the twenty four hours helpline 111-786-342 or directed in writing to any of the Bank branches in Pakistan where the Customer maintains an account (or any other address the Bank may notify to the Customer from time to time for this purpose) within seven (7) business days.

32. To protect the Bank's Customers as well as the Bank's staff, and to help resolve any disputes between the Customer and the Bank the Bank may record all telephone conversations held

between the Customer and the Bank regarding the Internet Banking Service, keep a record of all instructions given by the Customer via the Internet Banking Service and the Bank may listen to telephone calls made in respect of the Internet Banking Service.

## **Advertising**

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

## **Acknowledgment by the Customer**

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

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

(ii) The internet is susceptible to a number of frauds, misuse, hacking and other actions that could affect payment instructions to the Bank. Whilst the Bank shall aim to provide security to prevent the same, there cannot be any guarantee from

such internet frauds, hacking and other actions that could affect payment instructions by the Customer to the Bank. The Customer separately indemnifies the Bank against all risks arising out of any such action affecting payment instructions to the Bank.

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

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

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

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

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

(viii) The decision as to when an instruction through the Internet Banking Service by the Customer is to be deemed effective shall vest in the Bank and it shall decide the same according to its own internal policy keeping in view its technological requirements and capabilities.

(ix) The Customer shall, at the time of signing these terms and conditions, identify the Accounts in respect of which he requires the Internet Banking Service and the Internet Banking Service shall be provided in respect of such Accounts only.

35. The Customer agrees that the Bank and/or Affiliates or their contractors may hold and process his Personal Information and all other information concerning his Account(s) on computer, mobile or otherwise in connection with the Internet Banking Service for analysis, credit scoring and marketing.

36. The Customer also agrees that the Bank may disclose, in strict confidence, to other institutions, such Personal Information as may be reasonably necessary for reasons inclusive of but not limited to participation in any telecommunication or electronic clearing network, in compliance with a legal directive, for credit rating by recognized credit scoring agencies and for fraud prevention purposes.

37. The Customer acknowledges and confirms that the Bank may, in its absolute discretion, and without any notice or liability to the Customer or any other person, refuse to act on, or delay acting on the Customer's instructions or reverse any action taken for any reason, including without limitation:

(i) The instruction is not in accordance with these Terms and Conditions or any other agreement between the Bank and the Customer;

(ii) The Bank is of the opinion that the instruction may not be authorized or involves funds subject to a hold, dispute, restriction, trust or third party obligation;

(iii) The instruction violates the Bank's policies, procedures or practices, any applicable law or regulation, rule, standard, guideline (including but not limited to any applicable Anti Money Laundering regulations and guidelines) or any governmental authority;

(iv) The effect of the transaction would exceed a limit imposed by the Bank on the Customer or the Services;

(v) In the opinion of the Bank, there is a breach of security procedures in respect of or in connection with the Services;

(vi) The Bank is unable to process the Instructions; and,

(vii) There is an operational failure or malfunction in connection with the

transmission of the instruction.

### **Governing Law and Enforceability**

38. These Terms and Conditions are governed by and shall be construed in accordance with the laws of Islamic Republic of Pakistan to the extent that these laws do not conflict with the principles of Sharia as set out in the Shari'a Standards published by the Accounting and Auditing Organization of Islamic Financial Institutions and as interpreted by the Sharia Board of the Bank. The courts of Pakistan shall have exclusive jurisdiction over all matters arising herefrom.

39. If the Bank relaxes any of the terms of these Terms and Conditions, this may be on a temporary basis or as a special case only. Such relaxation will not affect the Bank's right to enforce that term strictly at any other time.