TERMS AND CONDITIONS FOR MOBILE & INTERNET BANKING SERVICE OF DUBAI ISLAMIC BANK PAKISTAN LIMITED

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

01. 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 using Mobile & 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 Mobile & 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 the case of the Customer being a minor, the guardian of such minor shall be permitted to use Mobile & 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.

Digital Channel means Internet Banking, Mobile Banking, WhatsApp Banking channels.

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

Joint Account Holder means the Joint Account Holder with the "Either or Survivor" operating instructions.

Mobile & 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.

Mobile Banking means access to all Mobile & Internet Banking services via mobile application designed for Mobile devices including tablets and Laptop / Desktop PC.

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 Mobile & Internet Banking Service.

Personal Information means the information details provided by the Customer to the Bank, during relationship with the bank. This may include, however may not be limited to, contact numbers, residence and office mailing addresses, email address etc.

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

Security Codes means collectively the Password, TPIN/FPIN and One Time Password (OTP).

SMS Alert means short message code commonly referred to as SMS generated by the bank to advise customer of a certain activity related to, but not limited to any banking transaction or activity performed by the customer and to intimate important notification by the bank from time to time.

SOC means Bank's Schedule of Charges

SMS Banking means, 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.

Statement of Account means bank statement: A list of all financial transactions occurred on a customer's account during any specified period with description of each debit and credit and with opening and closing balance of the specified time frame for which the statement has been generated.

e-Statement means, Statement of Account sent via electronic means to the customer's designated email ID as updated in bank's record.

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

Password means a secret word or phrase that must be used to gain admission to Mobile & Internet Banking services.

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

OTP means a five/Six-digit numeric code required by the customer at the time of login or during certain Financial or non-Financial Transactions, in addition to the password, which can be received at customers registered cell number or email address.

EFT means Electronic Fund Transfer.

- 02. The Terms and Conditions will only be applicable to the 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 Mobile & 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.
- 03. The Mobile & 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 Mobile & 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.
- 04. The Mobile & 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 Mobile & Internet Banking Service may not be available during this time period. The Bank may at its discretion modify the Mobile & Internet Banking Service being provided or discontinue the Mobile & Internet Banking Service by giving the Customer Notice of the said modification or the disruption or termination of the Mobile & Internet Banking Service. The Customer hereby agrees to accept all such changes, disruption or termination of the Mobile & 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 Mobile & Internet Banking Service. Notwithstanding anything contained hereinabove, the Bank shall not be liable for any disruption and / or the non-availability of the Mobile & Internet Banking Service resulting from the occurrence of events beyond the control of the Bank.
- 05. The Bank may allow the Customer to use the Mobile & Internet Banking Service to access and operate any joint accounts held by the Customer. Joint Account Holders may be issued Security Codes provided the account is operated severally. However, the joint accounts

which require two or more signatories shall not be provided the Mobile & Internet Banking Service.

- 06. The Customer will only access the Mobile & 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 Mobile & 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.
- 07. The Customer shall be solely responsible for purchasing, installing and updating the relevant / required hardware, software and an up-to-date antivirus software to access the Mobile & Internet Banking Service.
- 08. All material and information supplied to the Customer by the Bank in relation to the Mobile & Internet Banking Service shall not be used by the Customer except for the sole purpose of accessing the Mobile & Internet Banking Service.
- 09. DIBPL tries its utmost to keep the Digital Banking channels in up & running condition, however under no circumstances shall the Bank be held liable to the Customer if any Digital Banking channels are not available in the desired manner for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure, hardware failure, scheduled maintenance/upgrade or any other reason beyond the control of the Bank. Under no circumstances shall be Bank liable for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by the Customer or by any other person.
- 10. It may also be possible that DIB PL system/website may require maintenance and during such time services may not be available to the Customer or it may not be able to process the request of the Customer. This could result in delays in the processing of transactions or failure in the processing of transactions and other such failures and inability.
- 11. The Bank will inform the Customer in advance through SMS, email or newspaper advertisement etc., if the services related to the Digital Banking channels in particular EFT services are to be temporarily unavailable due to any scheduled maintenance or up-grade of systems etc.

ACTIVATION/DE-ACTIVATION OF DIGITAL BANKING SERVICES

12. Customer can initiate Digital Banking channel service activation/de-activation request through mode prescribed by the Bank. Such activation/deactivation requests may take a certain time period to be brought into effect and the Bank shall not be liable for availability of service/processing of data during that time period.

13. The Bank reserves the right to activate partial services or hold activation of any service without any prior notice to the Customer

SECURITY

- 14. To secure customer data and funds lying in any of the accounts linked with Mobile & Internet Banking from unlawful usage and from acts of fraud, the bank has enforced an additional layer of Security Code referred to as OTP. OTP is enabled on all user IDs of DIB Mobile & Internet Banking and cannot be disabled by the customer.
 - (i) The Customer will ensure that the Security Codes is not disclosed to any third party. The Security Codes will identify the Customer in the operation and / or access to the Customer's Account through the Mobile & Internet Banking Service.
 - (ii) Customer will have the option to receive OTP either via SMS alert on his/her cell phone or on his registered email address updated in bank records. Bank will not be held responsible if customer's cell number and email address is not updated with the bank and customer fails to receive the OTP successfully on either his/her cell number and email address or both.
 - (iii) DIB Pak never asks customer to share personal information (i.e. User ID, Password, PIN, OTP, Mother's Maiden Name, Debit Card Number, Debit Card Expiry and CVV) through phone calls, web links, SMS, emails social media or through any other communication channel and also the Bank never calls their customer from (021)-111-786-342. Customer acknowledges that he/she will not share any information to such callers claiming to be from DIB/Government/Security Agencies/SBP etc. otherwise Bank shall not be liable for any unauthorized transactions occurring through Debit Card and other Digital Channels and the Customer hereby affirms to fully indemnify and holds DIB harmless against any such action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof.
 - (iv) It is the responsibility of the Customer to protect the device, registered SIM used to generate/receive OTP/PIN/Password to originate different transactions/services requests through Digital Channels and indemnifies Bank against sharing this information with others and owns the risks associated with its use.
 - (v) If the PIN is held with the Card and subsequently lost or stolen, the Cardholder will be liable for all transactions. If the Customer himself/herself/themselves provides access to any of Digital Channels or discloses the PIN, even then the Customer will be liable for all subsequent Transactions.
 - (vi) If someone else knows or is suspected of knowing the PIN, it must be changed/regenerated immediately by the Customer through mode prescribed by the

Bank and notified to the Bank by calling the helpline number or through any other mode/procedure as specified by the Bank from time to time.

- 15. The Customer shall have the option of blocking all access to the Mobile & Internet Banking Service in respect of his Account.
- 16. 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 Paragraph 11.
- 17. The Customer shall immediately change the Password through the Mobile & 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 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 Mobile & Internet Banking Service for the Customer until the Security Codes are changed and duly notified to the Customer.
- 18. The Bank shall use the Security Codes 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 Mobile & 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.
- 19. All instructions received by the Bank from the Customer, through the Mobile & Internet Banking Service are irreversible and the Bank will charge the Customer for those transactions which are conducted by him through the Mobile & Internet Banking Service.
- 20. DIB Pakistan Mobile Application is available only on following stores to download and access securely. Bank does not own any other App version hosted on any other app store, website, or link.
 - a. Android Application is available on Google Play store.
 - b. iOS Application is available on Apple Appstore.
 - c. Huawei Application is available on Huawei App Gallery.
- 21. DIB Internet Banking is only available on the public URL

https://dibebank.dibpak.com/AmbitRetail/login

Bank does not own any other DIBPL Internet banking URL hosted on any other website or link.

- 22. In case a customer connected to unsecured Wi-Fi/Open Wi-Fi network connection that does not contain any security layer will be harmful due to data loss/leakage. DIB does not recommend and does not take any liability for loss or damage if a customer connects to any unsecured connection.
- 23. Your complaint will be acknowledged through an appropriate channel followed by an SMS with complaint number for your easy tracking and follow up.
- 24. In the case of a critical issue requiring more time by the concerned department, you will be informed accordingly. You may also get a complaint update at any time by calling our 24x7 Phone banking service @ 021-111786342.

INDEMNITY & LOSS

- 25. 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 Mobile & Internet Banking Service and infecting the Mobile & 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 Mobile & Internet Banking Service. The Customer shall compensate the Bank for any loss that the Bank may suffer because of the Customer's non-compliance with any of these Terms and Conditions.
- 26. 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.
- 27. The Customer shall comply with all these Terms and Conditions of the Mobile & Internet Banking Service and pay all the charges as per the prevailing SOC rates connected with it.
- 28. The Bank will not be liable for any loss or damage to the Customer as a result of providing the Mobile & Internet Banking Service, including any direct, indirect, consequential or special loss suffered by the Customer howsoever caused in the use of the Mobile & Internet Banking Service whether directly or indirectly arising from the use or availability of the Mobile & Internet Banking Service.

MOBILE & INTERNET BANKING SERVICE ACCESSED OUTSIDE PAKISTAN

29. If the Mobile & 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.

TERMINATION OF MOBILE & INTERNET BANKING SERVICE

- 30. The Customer may cancel his/her use of the Mobile & 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 Mobile & Internet Banking Service in respect of all Accounts held by the Customer. If the Customer terminates the use of Mobile & Internet Banking Service, any instructions that have been issued by the Customer via the Mobile & Internet Banking Service shall stand valid and will not be nullified upon termination.
- 31. The Bank has the right to end or suspend the Customer's use of the Mobile & 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 Mobile & Internet Banking Service may be in the form of a notification appearing on the Customer's screen at the time of accessing the Mobile & 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 Mobile & Internet Banking Service.
- 32. The Bank may decide to deactivate/temporary block any Digital Banking service at any time for security / any other reasons even without prior intimation to Customer and Bank would not be held liable for any inconvenience/loss/sub-sequential loss.
- 33. The Bank may terminate the Agreement comprised in these Terms and Conditions by notifying the Customer.
- 34. Termination of the Agreement comprised in these Terms and Conditions shall not prejudice any liability in respect of things done or omitted to be done prior to termination thereof.

LIMITATION ON LIABILITY

35 The Bank shall not be liable to the Customer for any loss/sequential loss suffered as a result of the Bank being prevented from or delayed in providing any banking or other services to the Customer due to strikes, industrial action, failure of power supplies, systems or equipment or causes beyond the Bank's control.

- 36. In case of use of Digital Banking channel services through Biometric verification functionality for cash withdrawal, funds transfer and other payments, it being agreed that Customer shall use this functionality entirely on his/her/its own risk, cost and consequences.
- 37. The Bank shall not be liable in any manner due to any accidental death, injury or property damage that may be sustained by the Customer in using the Debit Card or other Digital Banking channel services at the ATM/CDM vestibules or any other location, it being agreed that the Customer shall use the Debit Card or other Digital Banking channel services entirely at his/her/its own risk, cost and consequences.
- 38. Whenever the Digital Banking channel services is used by the Customer for payment of any utility or other bills, the Customer shall remain solely liable for any penalty, cost or surcharge which may be levied by the utility or service provider for late payment, irrespective of whether the Customer provided adequate notice and proper details to the Bank.
- 39. In case of any unauthorized/fraudulent transaction(s) during the activation period of any Digital Banking service, the Bank shall not be held responsible or liable to the Customer.
- 40. The Bank shall not be liable for an amount entered using the Customer's OTP/password and/or the amount displayed on merchant website/mobile app/portal or through any other platform as a result of purchase of item(s) or other online shopping as the amount in this regard is being calculated by third-party systems (either directly or through intermediaries/aggregators) and Bank is only authorizing the amount against the request received from third-party system that Customer accepts to make payment and perform financial transaction. This includes any charges/surcharges or fees that are applicable to that transaction as per the terms & conditions of such third party.
- 41. The Bank is providing the Digital Banking channel services as it is, and the Customer acknowledges that the services might not be error-free. The Bank will strive to provide professional services to keep the services (provided by bank/third-party) accessible and usable but provides no warranties, expressed or implied, for the performance, quality, availability or usability of this service.

PAYMENTS/CHARGES/FEES/PENALTY

42. The Bank may charge a fee for the Mobile & 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 Mobile & 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.

- 43. 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 affected 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 a change will be required from the Customer.
- 44. Such charges will change from time to time at the discretion of the Bank and it is the Customer's responsibility to obtain the prevailing rates of such charges from the nearest Bank's Branch or DIB website.
- 45. In case Customer continues to use the Debit Card and/or Digital Banking channel services after effective date of revised SOC, the Bank will have sufficient reason to believe that the Customer has accepted changes to the charges.
- 46. If the Customer uses the Debit Card/Digital Banking channels for transactions outside Pakistan (including ATMs/CCDMs, POS purchases and e-Commerce transactions), the Customer will also be liable for currency conversion and service fee which is charged upfront at the time of the Transaction. However, the Bank makes no warranty nor assumes any liability or responsibility for any limitation on conversion or availability of foreign exchange whether due to State Bank of Pakistan or otherwise.
- 47. Illegal or improper use of Digital Banking channel services shall render the Customer liable for payment of financial charges as decided by the Bank and/or result in suspension of the operations through Debit Card/Account/other Digital Banking channels. Any penalties levied by any regulatory authority regarding the Customer's use of Debit Card and other Digital Banking channel services shall be the liability of the Customer. The Customer undertakes to comply with all applicable laws and regulations governing the Account of the Customer. For the avoidance of doubt, the governing law is the substantive and procedural laws of the Islamic Republic of Pakistan.
- 48. Charges relating to different services may be changed by the Bank at any time and from time to time by notice (whether general, specific or by publication in the Bank's SOC) to the Customer. Any such changes will be effective from the date stated on the notice or SOC or such later date as may be expressly specified therein by the Bank. However, any charges or fees due to Digital Banking channel service provider in respect of the use of the Digital Banking channels and any variations thereto made by Digital Banking channel service provider shall be solely to the Customer only and the Bank shall not be liable for the same.
- 49. All charges are non-refundable unless otherwise indicated by the Bank. The Customer agrees that charges, fees, duties, levies and other expenses (collectively the "charges") will be charged by the Bank for the issuance and usage of the Debit Card or Digital channel services. The Customer agrees to pay and reimburse the Bank all or any of such charges immediately upon demand.

USAGE LIMITS

- 50. The total amount/count of transactions carried out in any one day shall be limited to certain amounts/ number of transactions/conditions as published on Bank's website (www.dibpak.com) from time to time. The Customer shall not initiate EFT/bill payment/e-commerce transaction(s) above intraday limits as prescribed by the Bank or set by the Customer themselves.
- 51. The Customer is not authorized to enter into transactions using the Debit Card and Digital Banking channel services to a value more than the credit balance (if any) of the Account from time to time.
- 52. If the Bank is asked to authorize a transaction, the Bank may take into consideration any other transactions which have been authorized but not debited from the Account or other activities which may result in unavailability of sufficient funds in the Account to pay the amount that would be due in respect of such transaction, the Bank may at its own absolute discretion refuse to authorize such transaction, in which event such transaction will not be debited to the Account. The Bank shall not be liable for any loss resulting from any such refusal to authorize any transaction.

SET OFF

- 53. 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 Mobile & Internet Banking Service extended to the Customer.
- 54. 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

- 55. 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 Mobile & 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.
- 56. The Agreement comprised in these Terms and Conditions shall be deemed to remain in full force and effect if and in so far as any Transaction is completed but not debited to the Account prior to termination thereof.

SEVERABILITY

- 57. If anyone or part of the terms of these Terms and Conditions proves to be legally invalid or unenforceable in any way, this will not affect the validity of the remaining terms. If 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.
- 58. 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

59. 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 Mobile & 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

- 60. Any complaints in relation to the correctness and / or genuineness of transaction and / or continuity of Mobile & 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.
- 61. 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 Mobile & Internet Banking Service, keep a record of all instructions given by the Customer via the Mobile & Internet Banking Service and the Bank may listen to telephone calls made in respect of the Mobile & Internet Banking service.

ADVERTISING

62. From time to time the Bank may advertise its own products and services, and those of its subsidiary companies of the Bank, through the Mobile & 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

63. 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 funds or make payment. The Customer undertakes to ensure that the terms and conditions applicable to the use of the Password are always complied with.
- (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 Internet is susceptible to a number of frauds, misuse, hacking and other actions that could affect the transaction. Whilst the Bank shall aim to provide security to prevent the same, there cannot be any guarantee from such Internet frauds, hacking, call spoofing and other actions that could affect the fund transfer or any other payments. The Customer hereby indemnifies the Bank against all risks and losses associated with the use of Digital Banking channels.
- (iv) 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.
- (v) 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.
- (vi) 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 the processing of instructions or failure in the processing of instructions and other such failures and inability on the part of the Bank.
- (vii) 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.

- (viii) 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 Mobile & Internet Banking Service. However, if the Bank has not so far acted on any instructions by the Customer through the Mobile & Internet Banking Service, the Bank may in its discretion allow the Customer to retract the same.
- (ix) The decision as to when an instruction through the Mobile & 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.
- (x) The Customer accepts and acknowledges that at the time of signing these terms and conditions, all his/her associated Accounts with the bank will be automatically linked to his/her Mobile & Internet Banking credentials and no separate request is required in this regard. Neither the customer has the option to de-enroll any such account associated with his/her CNIC from Mobile & Internet Banking Services, which he/she is availing.
- 64. 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 Mobile & Internet Banking Service for analysis, credit scoring and marketing.
- 65. 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.
- 66. 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 has been 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.
- 67. The Customer shall take all necessary precautions to prevent unauthorized and illegal use of Digital Channel services and unauthorized use or access to the Account(s).
- 68. The Customer should not leave the System unattended while accessing the Digital Banking channel, responsibility in this regard lies with the Customer to protect the mobile/device which is/are being used to receive OTP / message associated with the usage of Digital channels.
- 69. The customer/account holder hereby consent to bank to provide him/her electronically, through email available in bank's record, the Statement of Account, if any Electronic Fund Transfer transaction(s) shall be initiated by him/her through Digital Banking channel(s) at a frequency set by SBP EFT regulations or otherwise as shall be in force for the time being.

VERIFICATION OF CUSTOMER/CUSTOMER REQUEST

- 70. I/we hereby expressly agree and empower the Bank to use, resort to and apply any of the tools/modes from amongst the various tools, modes and mediums available with it for the time being in force and/or that may be available to the Bank in future, but not limited to: incoming call by Customer, Call Back Confirmation, One Time Password, Biometric Image Verification, Soft Token, Robo Call or any other alike tools/modes/mediums for verification of authenticity of the Customer myself and/or any request made during the course of the Customer's relationship with the Bank and in this respect I/we expressly agree and undertake with the Bank not to raise any objection, let or question in any manner whatsoever, absolutely.
- 71. I/we hereby expressly agree and empower that the Bank may obtain/demand from me/us my/our digital/organic signature electronically to open my/our Account and/or for allowing/subscription of any of its Services subsequently.

ACCESS TO INFORMATION AND SHARING WITH THIRD-PARTY

- 72. By accepting these terms, the Customer unconditionally authorizes the Bank to access all his/her/its Account(s) by default for effecting banking or other transactions through Digital Banking Channels.
- 73. By accepting these terms, the Customer agrees that the Bank can share the Customer's information included but not limited to Customer's personal identifiable, critical or sensitive data with service providers for provisioning of Digital Banking Channel services/communication. The service providers may view, store and process the information shared and can further share it with other service provider(s)/third parties for provisioning of requested services.
- 74 Bank shall ensure that all the communication with Third party and information stored at Third party end is encrypted and other appropriate/necessary security measures have been taken for security of data.
- 75. Customer fully acknowledges the fact that cloud-based service located outside the country may be involved/used for provisioning of Digital Banking Channel Services. However, in this case the Bank shall ensure the sharing of minimum information required for the availability of requested service with appropriate/necessary security measures.
- 76. The Customer shall also agree with the privacy policies and terms and condition of use of any independent communication services (e.g., WhatsApp, LinkedIn, live chat text & video services etc.) owned by third parties and shall understand that the Bank has no control over them. Moreover, the Bank shall ensure that personal data is processed lawfully with due care and all necessary security measures be taken to protect the sensitive data of the Customers.
- 77. The transaction(s) for payments or purchase of items/goods may not be completed for some reason. In such cases, the Customer shall not hold the Bank responsible in any manner in the said transaction(s) and contracts. The Bank is not a warrantor, insurer, or guarantor of the services to be provided by the Third-party. Items purchased by the Customer using Digital Banking services are sold without recourse against DIB for any breach of contract. Any disputes regarding the quality, cost, expiration, cancellation, refund or other terms of the items purchased (or paid for) must be handled directly between the Customer and the Third-party service provider and the Customer's sole recourse in this regard shall be with the third-party beneficiary of the proceeds of such payment transaction.

INDEMINITY FOR OWN DEVICE/NETWORK

78. The Customer hereby indemnifies and holds the Bank harmless against any or all losses, damages, costs or expenses which the Bank and the Customer suffers or sustains as a consequence of the Customer being in breach of these Terms and Conditions or the

Customer using or permitting the use of the Digital Banking channel for any transaction, whether illegal, unauthorized or otherwise.

- 79. In case of using the Digital Channels/services by Cardholder's own device it is the responsibility of the Customer to ensure that the device is protected against viruses, spyware and other destructive or disruptive components. It is also the responsibility of the Customer to ensure that all up to date security patches, anti-virus, anti-spyware, anti-malware and firewall software are installed on the device. In case subscriber's SIM is compromised by respective Telco due to any reason, Bank shall not be held liable for any loss suffered by the subscriber.
- 80. Digital channel services to the Customer shall be subject to the subscriber's data network connection and his/her/their device compatibility for the services where Customer's own device is used. Therefore, Customer hereby agrees that he/she/it shall be solely responsible without any binding on the Bank, for upgrading any software, hardware and the operating system at his/her/its own cost from time to time so as to be compatible to continue to avail the Digital channel services offered by the Bank.
- 81. In case of change of own device, it is the responsibility of Customer to uninstall Digital channel applications and remove all personal, financial and other related information stored on such device.

GOVERNING LAW AND ENFORCEABILITY

- 82. 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 here from.
- 83. 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.

ELECTRONIC FUNDS TRANSFER (EFT) DISCLOSURE

- 1. EFT transactions can be performed through DIB Pakistan Internet/Mobile Banking, DIB Paisa Mobile Wallet, DIB Digital Mobile Application and from all branch OTCs across the country.
- 2. In addition, DIB issued Debit Card can also be used as an instrument to initiate EFT from all DIB ATMs countrywide. Daily EFT Transaction limit on DIB issued Debit Cards is PKR 500,000 on all DIB ATMs. EFT limits Within the bank are PKR 1 million/day. EFT limits for IBFT and RAAST are PKR 500,000/per day/channel from DIB Internet & Mobile Banking and are maintained separately and can be adjusted from DIB Internet Banking. For Digital Mobile Wallet the maximum per day limit prescribed under branchless banking regulation for L0 and L1 Mobile Wallet accounts will be applicable.
- 3. EFT Charges from DIB ATMs, Internet / Mobile Banking, DIB Paisa Mobile Wallet and DIB Digital Mobile application is 0.2% of Transaction amount or PKR 200 whichever is lower after PKR 25,000 per month per account limit is exhausted. To know more about the prevailing EFT charges, please visit our website at www.dibpak.com or visit our nearest branch to obtain a copy of the bank's current schedule of charges.
- 4. To perform an electronic funds transfer from any of the DIB ATM or DIB Internet/Mobile Banking, DIB Paisa Mobile Wallet or DIB Digital Mobile Application, it strongly suggested to use/enter the receivers 24-digitIBAN for hassle free transfer of funds to your beneficiary account.
- 5. Once you have transferred the Funds from any DIB ATM or DIB Internet/ Mobile banking, DIB Paisa Mobile Wallet or DIB Digital Mobile Application to any Financial Institution, you will receive an SMS & E-Mail alert as an intimation of your performed transaction.
- 6. In case of any changes in charges or terms & conditions related to funds transfers, DIB will inform you 21Days prior to date of the change.
- 7. For every EFT outside DIB, your account information will be shared with the beneficiary's bank and 1Link as per applicable law.
- 8. In case of any Funds Transfer Dispute, you may contact the bank through any of the following channels: Your dispute will be resolved within 7 days from the date of dispute registered with the bank.
 - a. 24x7 Phone Banking Services @ 021-111786342
 - b. Email at problem.resolution@dibpak.com
 - c. Dispute Letter @ Problem Resolution Unit 3rd Floor Karim Chambers CL-5, 6/2 Civil Lines Karachi.
 - d. Lodge Dispute via DIB Internet / Mobile Banking Application
- 9. Your complaint will be acknowledged through an appropriate channel followed by an SMS with a complaint number for your easy tracking and follow up.
- 10. In the case of a critical issue requiring more time by the concerned department, you will be informed accordingly. You may also get complaint update at any time by calling our 24X7 Phone banking service @ 021-111786342