Roshan Digital Account (RDA) Terms and Conditions

In addition to the existing terms and conditions of the Bank, the following terms and conditions will also apply to RDA variants namely, Foreign Currency Value Account (FCVA) and NRP Rupee Value Account (NRVA);

1. The RDA may be opened in PKR currency for NRVA or USD, EURO, GBP, SAR & AED for FCVA. Additional Currencies other than USD available for FCVA are subject to change from time to time at the Bank's discretion.

2. **For the smooth and uninterrupted operation of FCVA, NRVA Account will be automatically opened at the time of acceptance of FCVA Account Opening Request. NRVA, in this case will be governed by the applicable terms and conditions as may be communicated by the Bank and to be agreed by the Account Holder. By accepting the Terms & Conditions of this Account Opening Form, the Account Holder agrees and allows the Bank to open an NRVA account along with FCVA account at the time of FCVA account opening request.**

3. Funds deposited in the account are repatriable in accordance with laws of Pakistan and SBP regulations/directions as may be communicated and/or amended from time to time.

4. Only Non - Resident Pakistanis, Foreign Individual and those Resident Pakistanis who have declared their assets abroad are eligible to open and operate RDA.

5. Only transactions including investments permitted as per governing regulations/directions of State Bank of Pakistan (SBP) are permitted for operation of NRVA and FCVA. Accordingly, no local credit shall be allowed in RDA except proceed/returns received against permissible investments defined by the State Bank of Pakistan.

6. In case the Account Holder successfully fills out the account opening form along with his / her signature, bank will open provisional account and provide customer account number, however, such an account will only be activated after the customer has provided all of his / her documents successfully and fulfills account opening requirements of the bank and as per regulations set by SBP.

7. The Account Holder will have a variety of Alternate Delivery Channel (ADC) services to choose from which include but are not limited to Visa Debit / ATM Card and E-Banking services along with transactional capabilities permitted as per the governing laws of State Bank of Pakistan. The daily POS/Cash Withdrawal limit assigned to the customer may be revised at the discretion of the Bank following enhanced due diligence and any additional information the Bank may require to satisfy all applicable AML/CFT regulations.

8. The data/information provided/submitted by the Account Holder for the purposes of the opening account; FCVA and/or NRVA shall be subject to the Privacy Policy of the Bank.

9. The Account Holder acknowledges that the SMS facility is dependent on the telecommunications infrastructure, connectivity and services within Pakistan. The Account Holder accepts that timelines of alerts sent by the Bank will depend on the 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 Customer.

The Bank may from time to time and at any time revise and/or change any of these Terms & Conditions and/or the features or service pertaining to the RDA including without limitation, the charges leviable in respect of the Services in accordance with the Schedule of Charges. Such revisions and/or changes shall be effective from the date specified by the Bank and will either be notified to the Account Holder through mail/email or through www.habibmetro.com

By accepting the Terms & Conditions of this Account Opening Form, the Account Holder agrees and hereby undertakes/declares as follows:

I/We hereby provide my consent for the online account opening and use of information/documents provided in the account opening process for all due diligence and supervisory functions.

I/We hereby solemnly declare my status as NRP (Non-Resident Pakistani) and confirm that the funds being invested /used through the account are my own funds only.

10. In addition and reference to the Bank's existing indemnity clause, I hereby agree and undertake to indemnify the Bank and keep it at all times fully indemnified and harmless from and against all actions, proceedings, claims, liabilities (including statutory liability), penalties, demands and costs (including without limitation, legal costs of the Bank (on a full indemnity basis), awards, damages, losses and/or expenses which the Bank may suffer, sustain and/or be subjected to for whatever reason in relation to use or purported use of the Service for inward remittances received via the RDA and the veracity of the source of funds coming from these remittances lies solely upon the customer. The bank shall not undertake any responsibility to conduct AML/CFT checks of remittances received from customers into RDA accounts.

11. I hereby further agree to keep the Bank indemnified against the instruction given to the Bank and any such liabilities, claims / cases or damages arising out of your complying through 'FAX' / 'Scanned instructions via E-mail'. I agree to pay on your first written demand all such amount or claim. If sustained by the Bank, the Bank will be authorized to debit my account for adjustment of the Bank's liabilities / claims.

12. I hereby agree that service charges are applicable where mentioned as per the prevailing schedule of charges of the bank.

13. Courier charges for Cheque Book and ATM / Debit Card or any other services are to be borne by the Account Holder.

Roshan Digital Account (RDA) Terms and Conditions

14. For Debit card activation and pin generation, customer can contact call center at 021 111 142 242.

15. For international usage (ATM& POS) or for shopping on internet, customer can activate his/her card through the following channels:

    (a) HABIBMETRO Mobile App
    (b) HABIBMETRO Web Banking
    (c) HABIBMETRO Call Center

16. For Cheque Book activation, customer can contact call center at 021 111 142 242.

Acknowledgement of receipt of documents does not confirm the correctness/authenticity of the information received. It is the responsibility of the user to provide correct information or promptly bring to the knowledge in case of any change bearing implications. Any attempt by unauthorized user to alter, modify, delete,, remove, generate, transmit information received or attempt to impair the operations of the information systems shall be liable in accordance with Electronic Transaction Ordinance 2002

General Terms Governing the Opening, Operation of Account(s) & Related Services

For the purpose of these Terms & condition, the word "Bank" shall mean Habib Metropolitan Bank Ltd., its successors-in-interest and assigns:

1. General

1.1 All accounts are opened & maintained by the Bank under these Terms & Conditions and all account holders hereby agree to be governed by them.

1.2 The Bank will only pay a cheque if it is otherwise in order, and the credit balance available in the account is sufficient to meet it, or the customer has entered into a prior finance arrangement with the Bank. However, if a cheque issued by the customer is in excess of available balance in the account, or the agreed arrangement, and is paid by the bank inadvertently or otherwise whereby a debit or excess debit is created in the account, we authorize the Bank to charge mark-up at a fixed or floating rate as the Bank may determine from time to time or as may have been agreed upon between the Bank and the Customer at the rate charged by the Bank for the finance allowed to the Customer in the Account

1.3 Cheques may only be drawn on printed cheques supplied by the Bank for the particular account on which it is drawn. The Bank shall, at all times, have the right to refuse payment of cheques drawn otherwise. The Bank also reserves the right to refuse to honour any payment instructions from the Customer not accompanied by a cheque from him.

1.4 Cheques should be signed by the account holder or his authorized signatory, as per specimen signature supplied to the Bank and any alternations in the cheque must also be authenticated by the signatory by his full signature. In case of joint accounts, partnership accounts or corporate accounts, cheques must be signed in accordance with the mandate provided to the Bank.

1.5 While drawing cheques, the amount both in words and figures should be written distinctly and, to prevent fraudulent alterations, cheques should be drawn in such a way as to prevent insertion of any other words or figures.

1.6 The Bank reserves the right not to honour any cheque if it is presented before the date of the cheque or six months after the date of the cheque or if the cheque is otherwise defective in any way whatsoever.

1.7 In these rules singular shall whenever the context so permits or requires include the plural and use of any gender shall also wherever the context so permits or requires include the other gender or corporate entity.

1.8 The Bank may, at any time, change the location of any of its branches by sending an individual intimation to every Account Holder. However such change will not be adversely affected if for any reason such intimation does not reach any account holder for any reason whatsoever.

1.9 I/we understand and agree, and I/we also hereby authorize the Bank to exchange information about me with any bank or any other person or organization.

2. Opening of Account

2.1 Not more than one account of each category, i.e., Foreign Currency, Current and PLS Savings may be opened in any one name, in one and the same branch except joint account with any other individual(s) and account in the name of a minor with any of the existing account holder as the Guardian.

2.2 All accounts are opened by the bank at the sole, absolute and unfettered discretion of the Bank. Proper identification of the persons in whose name the account is to be opened, in the form of Computerized National Identity Card, Passport or any other document required by the Bank, must be produced before the account is opened. No account will be opened by the Bank unless it is either properly introduced, or a satisfactory bank reference is provided, and is acceptable to the Bank.

2.3 On receipt of a request from any person / entity desiring to open an account with the Bank, the Branch will accept the AOF, the supporting papers, conduct Biometric Verification and forward them to the appropriate department of the Bank for scrutiny of documents and Verification of CNIC through NADRA (where applicable). The account will be opened once the documents are found correct. The Bank will be liberty, at its absolute and unfettered discretion, to accept or refuse the account opening request without assigning any reason whatsoever.

2.4 Foreign Currency, Current, Savings or Time Deposits can be opened in US Dollars, Pound Sterling, Euro and such other currency, as the Bank shall determine subject to Foreign Exchange Regulations and directives of the Government of Pakistan, State Bank of Pakistan or any other authority empowered to issue any directive in this regard.

2.5 I/We hereby authorize you to verify from NADRA the CNIC provided by me/us to you in connection with our dealings with you on any account whatsoever.

General Terms Governing the Opening, Operation of Account(s) & Related Services

3. Term Deposit

3.1 Term deposits are non-negotiable and cannot be transferred by endorsement or otherwise.

3.2 The Bank reserves the right of refusing to accept a deposit from any person in PLS term deposit account or any type of deposit without assigning any reason.

3.3 In case premature encashment of fixed deposit, the profit will only be paid for the period the money was kept with the bank at the rate applicable for such period, on the date of acceptance of deposit or on the date of encashment, whichever is lower.

3.4 In case a deposit mature on a bank holiday, the Bank shall pay the deposit on the next working day when the Bank is open for ordinary banking business.

3.5 Term deposits not encashed at the time of maturity will be considered renewed for the same period at rate of return prevailing on the date of maturity. Customers wishing to encash them at any time thereafter will be subject to Bank's existing rules with regards to premature encashment of Term Deposits.

4. FC Deposits

4.1 The account holder should immediately advise the Bank whenever he leaves Pakistan with the intention of permanently residing abroad. On receipt of such information, the account will be redesignated as a non-resident account, and all deposits therein and withdrawals there from will be subjected to the rules prescribed by the State Bank of Pakistan for such non-resident account.

4.2 As instructed by State Bank of Pakistan or otherwise, I/we unconditionally authorize and instruct your bank to employ all my / our Foreign Currency funds deposited in my/ our above new, account as follows: To place the Foreign Currency funds with Banks in Pakistan /Abroad OR To place and invest the funds with the State Bank of Pakistan. The Foreign Currency funds deposited with your Bank and placed / invested by your Bank as per my / our above instructions shall be on my / our sole risk and account. I / We also agree and accept that the State Bank of Pakistan may effect further changes from time to time in future with regards to new Foreign Currency Accounts under FE 25 of 1998 and hereby authorize and instruct your Bank to abide by the same and relieve your Bank from any financial liability, risk or loss arising as a result of such changes prescribed by the State Bank of Pakistan or any other governing body.

5. Deposits

5.1 Any sum tendered for deposit in the account should be accompanied by a deposit slip showing the title of account, account number and IBAN to be credited. Such deposits must be tendered at the Bank counter only. Authorized officials of the Bank will verify the entry of the transaction, and affix stamp on the duplicate of the deposit slip. The account holder/ depositor should satisfy himself that he/she has received proper receipt for the deposit duly signed with Bank's stamp affixed on it.

5.2 The Bank shall endeavour to collect cheques and other instruments as promptly and as carefully as possible. However, in case of delay in collection or loss of the instrument for collection, beyond Bank's control, the Bank will follow up with the concerned payee for swift resolution but will not be liable for any such delay or loss.

5.3 Uncleared instruments, though credited in the account, shall not be drawn against. Even if such instruments are credited and / or allowed to be drawn against, the Bank shall have at all times the right to debit the account, without prior notice to the account holder, if any such instrument is not realized or returned unpaid at a later date.

6. Data Confidentiality

While Habib Metropolitan Bank Ltd. (the "Bank") maintains strict confidentiality in all matters relating to my/our account(s) and business. I/we hereby further consent to the Bank (and/or any of its officers/employees) to disclose any information concerning me/us, my/our business, my/our accounts held with the Bank or another Group Member, or my/our relationship with the Bank or another Group Member to any of the following:

6.1 Any office or branch of the Bank, or any Group Member;

6.2 Any agent, contractor or third party service provider, or any professional advisor to the Bank or any Group Member;

6.3 Any of my/our guarantor or third party security provider;

6.4 Any regulatory supervisory, governmental or quasi-governmental authority with jurisdiction over the Bank or any Group member;

6.5 Any person to whom the Bank or any Group Member is required or authorized by law or court order to make such disclosure;

6.6 Any of the Bank's actual or potential participant or sub-participant in, assignee, novatee or transferee of, the Bank's rights and/or obligation in relation to you;

6.7 Any other person under a duty of confidentiality to the Bank or Group Member;

General Terms Governing the Opening, Operation of Account(s) & Related Services

6.8 Any bank or financial institution with which I/we have or propose to have dealings.

Regardless of whether such recipient in each case is located in Pakistan or in another country that does not offer the same level of data protection as Pakistan, and regardless of whether such information will, following disclosure, be held, processed used or disclosed by such recipient in Pakistan or another country, the Bank will ensure that parties to whom client details are transferred treat my/our information securely and confidentially. The Bank and the Habib Bank AG Zurich Group will retain my/our information as long as there is a business need to hold the information or as required by legal, regulatory, or accounting requirements or to protect the Bank and the Habib Bank AG Zurich Group's interests.

Further, my/our information may be used to;

6.9 provide and operate any service or product I/we require;

6.10 facilitate the provision of any service or product to a third party for whom I/we act as guarantor or security provider;

6.11 update and enhance my/our records with the Bank or any Group Member;

6.12 understand my/our financial needs, to advise me/us of other products and services which may be of interest to me/us, for any purpose required by law or regulation including fraud prevention;

6.13 monitor Bank's compliance with legal and regulatory requirements and with the Bank and the Habib Metropolitan Bank Group's internal policy requirements; and

6.14 Support the Bank's and the Habib Bank AG Zurich Group's business, financial and risk monitoring, planning and decision making.

6.15 For the purpose of this clause, "Group Member" means any company, including Habib Bank AG Zurich and the Bank, which is part of the Habib Bank AG Zurich Group, being the group of companies whose ultimate parent company is Habib Bank AG Zurich.

7. Return on Accounts

7.1 The Bank shall determine from time to time the rate of interest / return / profit payable on the accounts / deposits in accordance with the prevailing rules and regulations of the State Bank of Pakistan and the policy of the Bank which are subject to change from time to time and the account holder/ depositor agrees to accept such rate of interest/ return / profit without any question or dispute.

7.2 Profit on PLS Saving accounts and interest on FC saving accounts will be credited to accounts on six monthly basis.

7.3 The method of calculating return / profit under the profit/ loss scheme is governed by the prevailing regulations/directives of the State Bank of Pakistan issued from time to time and the practice of the Bank. The Account Holder hereby agrees to accept without question the rate of return on profit and loss sharing accounts as determined and declared by the Bank at its sole and absolute discretion from time to time.

8. Investments

The Bank shall have the right to make investment of credit balances in PLS accounts in any manner at its sole and unfettered discretion and to make use of funds to the best of its judgement under the PLS-system.

9. Zakat

Zakat, wherever applicable, shall be deducted on valuation date from qualifying accounts having balance in excess or equal of NISAB amount as declared for that particular. Zakat year. Declaration on prescribed form for exemption from deduction of Zakat should be registered with the Bank at least one month prior to the valuation date or as per Zakat rules applicable from time to time.

10. Charges

10.1 The PLS account holders / depositors undertake to reimburse to the Bank any claim in respect of losses / charges on the basis of half yearly / yearly closings of the Bank's books of account, and authorize the Bank to debit at any time their accounts for the amount(s) of such claims / charges.

10.2 Withholding Tax, or any other tax, shall be recovered on the profit amount as per laws in force from time to time.

10.3 The Bank reserves the right, without prior notice to the account holder / depositor, to debit the account for any expenses, fees, commission, markup / interest, Zakat, withholding or any other tax, stamp duty or any other cost, charges or expenses on any account whatsoever arising out of any transactions or operation of the account or term deposit with the Bank.

10.4 No profit or interest is paid on current accounts whether in local or foreign currency.

General Terms Governing the Opening, Operation of Account(s) & Related Services

10.5 Interest on foreign currency time deposits is paid at periodic intervals as determined by the Bank and / or upon respective maturity dates of such deposits at such rates as may be determined by the Bank from time to time at its sole and unfettered discretion.

10.6 Account maintained by Student, Mustahig(een) of Zakat (Supported by affidavit), Employee(s) of Govt. /Semi Govt. Institution for salary and pension purpose including widow(s) / children of deceased employees eligible for family pension / benevolent fund etc, Collection of fees of educational Institution(s) from students, will be exempted from service charges.

11. Cheque Books

11.1 Cheque Books must always be kept in a secure place, under proper lock and key. The Bank will observe due diligence in good faith in the event a customer reports loss of any cheque or his cheque book, but the Bank will not be responsible for any loss to the customer if the customer has failed to take proper care of his cheque book.

11.2 The Bank will not be liable for loss or damage whatsoever caused to the Customer on account of misuse of any cheque book issued to the Customer and the Customer hereby irrevocably and unconditionally agrees to indemnify the Bank and keep it always indemnified for any loss or damage suffered, incurred or be threatened with on account of misuse of any such cheque book or leaves there from.

11.3 The customer understands that the cheque book, if not collected personally or through authorized representative within 40 days from the date of issuance, may be destroyed and charges will be collected / debited as per Bank policy/schedule of charges.

12. Statement of Account

12.1 The Bank will issue periodic statement of account to the account holders. Any discrepancy in the statement of account should be brought to the notice of the Bank in writing promptly and in any case within fifteen days from receipt of the statement of account, by the account holder or forty-five days from the date of its dispatch by the Bank, whichever be earlier. The Bank will take due care to ensure that the credit and debit entries are correctly recorded. However, in case of any error being discovered by the Bank later, the Bank reserves its right, at all times to correct erroneous and incorrect posting of such entries with reversal of any amount wrongly paid or credited to the account together with any accrued interest / profit thereon. Information of all such corrections will be conveyed to the Customer in subsequent statement of account. The Bank will not be liable for any loss or damage or any consequential loss arising there from to any party arising out of any such error or making of such correcting entries.

12.2 No account holder may annotate or delete any of the entries in the statement of the account. Any discrepancy found should at once be brought to the notice of the Bank.

12.3 If a statement of account is lost or spoiled, a duplicate statement of account may be provided by the Bank, subject to such charge as is applicable under its Schedule of Charges.

13. Freeze Operations

In case of death or bankruptcy of a single account holder, the Bank will stop the operation of the account immediately on receiving information about his death or bankruptcy. In case of Joint or Partnership account, on death of any of the Joint account holders or any partner, the Bank will stop operation of the account unless it holds "either or survivor" mandate as per the bank's policy or, in case of partnership accounts, the partnership deed furnished to the Bank provides for the partnership to continue in the event of death of any partner. In case of bankruptcy of any of the joint account holders, or any of the partners in a partnership account, the Bank will stop operation in the account unless it receives contrary instructions from the Receiver of the bankrupt's estate.

In the event of not providing renewed identity documents in case of expiry or unable to satisfactory comply with customer due diligence measures as prescribed by the bank, the bank at its own discretion may block / freeze the operations in the account under intimation to the customer through any means until the said regulatory requirement is fulfilled.

14. Indemnity & liability

14.1 Any change to the information provided in the account application must be notified to the Bank, at the Client's initiative, within 30 days. The post office / courier and other agents for delivery shall be considered agents of the account holder/depositor for delivery of letters, remittances, etc., and the Bank will not be responsible for any delay, non-delivery, wrong delivery etc.

14.2 The Account Holder / Depositor shall not have any recourse against the Head Office or any other branch of the Bank in respect of any dealings between him and the branch where his account is maintained. Any such right of recourse is expressly waived. The account holder / depositor hereby expressly waives his right, if any, of action against the Bank, for damages or otherwise, in respect of his dealings with the Bank on any account whatsoever.

14.3 The Account Holder agrees and confirms that the Bank will not in any way be liable to account holder on account of failure /dislocation of any service or the same not being available to the Account Holder at any time for any reason whatsoever. The Account Holder agrees to indemnify the Bank and keep it always indemnified and harmless against any loss or damage incurred by the Bank on account of failure / dislocation of any service as aforesaid.

General Terms Governing the Opening, Operation of Account(s) & Related Services

14.4 Bank's interpretation of terms and condition mentioned in account opening form will be considered final and binding. However, in case of any dispute, matter should be referred to SBP and the decision of SBP will be final and binding in that case on both the parties.

14.5 The Bank reserves the right to amend, delete or supplement or make changes in these Terms and Conditions or withdraw or change any particular category of its accounts or service, either wholly or partially, including without limitation, the charges leviable in respect of any of them, at any time and from time to time at its sole and unfettered discretion. Such changes shall be effective from such date as may be specified by the Bank. The Account Holder hereby agrees to accept all of them and undertakes to abide by them.

15. Declarations and Undertakings

15.1 I understand and acknowledge that the Bank may provide, directly or indirectly, to any relevant tax authorities or any party authorised to audit or conduct a similar control of the Bank for tax purposes, a copy of this form and may disclose to such tax authorities or such party any additional information that the Bank may have in its possession. I further acknowledge that information contained in this form and information regarding income paid or credited to or for the benefit of the account(s) set out above may be reported to the tax authorities of the country in which such income arises and that those tax authorities may provide the information to the country or countries in which I am a resident for tax purposes pursuant to and in accordance with the relevant tax regulations.

15.2 I understand and acknowledge that the Bank may provide, directly or indirectly, a copy of this form and information regarding income paid or credited to or for the benefit of the account(s) set out above to: (i) any person that has control, receipt, or custody of income to which this form relates; (ii) any person that can disburse or make payments of income to which this form relates; or (iii) any party authorised to audit or conduct a similar control of aforementioned persons for tax purposes.

15.3 I certify that I am the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income to which this form relates or am using this form to document myself as an individual that is an owner of an account held at the Bank.

15.4 I confirm that all the assets deposited with the Bank under the above indicated banking relationship are fully declared and subject to regular income / wealth taxation in accordance with the relevant tax regulations and that any and all transactions, in which the Bank is to provide banking services, are effected for legitimate reasons and do not form or intend to form part of a scheme or an arrangement for which the main purpose, or one of the purposes, is the illegal avoidance of tax liability in the relevant tax jurisdiction(s).

15.5 I declare that all statements made in this Declaration are, to the best of my knowledge and belief, correct and complete and undertake to submit a new form within 30 days if any certification on this form becomes incorrect. Further, I acknowledge that reporting and/or disclosure consequences may occur, if I fail to comply with my obligations to submit the necessary forms and/or documentation following a change in circumstances.

16. Regulations

The Bank is subject to all applicable laws, rules and regulations, circulars, orders, directives, decrees and restrictions issued from time to time by the concerned Government or Regulatory Authorities in Pakistan with regard to payment of deposits, account balances, profit/interest thereon , and all payments will always be made by the Bank subject to the same and the Customer hereby agrees and undertakes not to raise any objection in that respect.

17. Undertakings for Schedule of Charges

I / We hereby undertake to pay you, and irrevocably authorize you to debit my / our account for your charges as may be determined by you from time to time and legal expenses incurred by the Bank in connection with any matter connected by my / our account and any tax imposed by the Government at any time. I / We accept that these charges may be changed / altered / revised at any time and from time to time at your absolute discretion.

For Schedule of Charges Customer can visit bank's website www.habibmetro.com

18. Free Life Insurance (where applicable)

I / We accept that Life Insurance Cover benefit is being granted to me / us free of charge and I / We will not have a right or claim against the Bank under the scheme. I /We also accept that the Bank may, at any time, discontinue this scheme, alter its terms and conditions or change the quantum of benefits payable to account holder under this scheme. The amount of benefit under this scheme, if and when received from the Insurance Company, be credited to the above account and paid out as per Bank's existing rules for disposal of funds in the account on death of Sole Account Holder or one of the Joint Account Holders. I / We further authorize the Bank to disclose to the Insurance Company any information pertaining to my/ our account required in connection with the proposed insurance cover.

General Terms Governing the Opening, Operation of Account(s) & Related Services

19. Dormant Accounts

19.1 In case a Current / Saving account is not operated for a period of 12 months, or any other period decided by the Bank from time to time, under intimation to Account Holder, the account will be classified as "dormant" and, thereafter, the account holder will have to personally meet the branch manager and submit his identification documents to reactivate the account.

19.2 A deposit / account / instrument which remains inoperative for a period of ten years, shall become unclaimed and will be surrendered to State Bank of Pakistan as per the provisions of Banking Companies Ordinance and as per SBP instruction received from time to time.

20. Disclosure

The Bank is authorized to make such disclosures in respect of any account as may be required by law, court order or competent authority or agency under the provisions of applicable laws, usage and customs and / or otherwise to safeguard the interests of the Bank.

21. Closing of Account

21.1 The Bank will always have the right, at its absolute and unfettered discretion, to close any account and terminate any type of relationship with the Account Holder / Depositor at any time without assigning any reason. On the closure of any account, the Account Holder will return all unused cheques/ Debit Card and other items if any, to the Bank.

21.2 Any Account Holder wishing to close the account must request the Bank in writing signed by all the Account Holders and surrender unused cheques, Debit Cards and other items (if any) to the bank.

22. E-BANKING SERVICES

These Terms and Conditions apply to the Service being provided by the Bank to Customers availing Visa Debit / PayPak Debit Card, SMS Alert Services, Web Banking services, SMS Banking, Mobile Banking, all here-in-after collectively referred to as "SERVICE". These terms are in addition to the Terms and Conditions governing the accounts maintained by the Bank for its Customers, which are also available on the Bank's web site and a copy can also be obtained from any branch of the Bank.

22.1 INTERPRETATION

22.1.1 In these Terms and Conditions the following terms shall, wherever the context so permits or requires, mean as follows:-

22.1.2 "ACCOUNT" means the Bank account specified by the Customer for debit of all payments due to the Bank for transactions effected under the Service provided by the Bank hereunder.

22.1.3 "ACCOUNT CURRENCY" means the currency in which the Account is denominated

22.1.4 "ACCOUNT HOLDER" means the person maintaining the Account and in case of Accounts held in more than one name, the term shall include each of the joint account holders.

22.1.5 "ADDITIONAL CARD" means a second card issued by the Bank in the name of a person who is the joint account holder ADDITIONAL with the Card Holder with an either or survivor mandate for operating the Account.

22.1.6 "AGREEMENT" means the Agreement contained in the application made by the Card holder on the basis of which any of the Services is provided by the Bank to the Customer as provided in these Terms and Conditions.

22.1.7 "ATM" means the Automated Teller Machine installed by the Bank, and includes any other Automated Teller Machine in Pakistan with whose operator the Bank has entered into an arrangement for honouring each other's the Cards and also includes ATMs abroad which honour Visa Debit Cards.

22.1.8 "BANK" means Habib Metropolitan Bank Ltd.

22.1.9 "BRANCH" means the branch where the Card Holder maintains the Account.

22.1.10 "CALL CENTRE" means a centralized facilitation centre where from the card holder can approach through telephone and get certain facilities from Phone Banking Officer and obtain any other service offered by the Bank through the call centre.

22.1.11 "CARD" means a HABIBMETRO Visa Debit/ PayPak Debit Card including an Additional card and any renewal or replacement there of.

22.1.12 "CARD HOLDER" means the person in whose name the Card has been issued.

General Terms Governing the Opening, Operation of Account(s) & Related Services

22.1.13 "CHARGE SLIP" means the Bank's prescribed form, to be signed by the Card Holder each time he makes a purchase or acquires service from a Designated Outlet authorizing the Bank to debit the Account and make payment to the Designated Outlet of the amount specified in the form.

22.1.14 "CONTENT" means any material, including software or computer code of any kind and user manuals, and/or information provided by the Bank for use with the Service.

22.1.15 "CUSTOMER" means any person maintaining an Account with the Bank and to whom the Bank has also agreed to provide the Services and shall include the Card Holder.

22.1.16 "DESIGNATED OUTLETS" means the Merchants, Shops, Petrol Pumps and other establishments in Pakistan which have entered into an Agreement with the Bank to accept the Cards in payment for goods and services provided by them and include such establishments abroad who accept Visa Debit Cards for goods and services provided by them.

22.1.17 "INSTRUCTION" means any instruction or request, howsoever given, by the Customer to the Bank using the Service following the Bank's prescribed procedure and requirements and shall include the information and particulars which may have been communicated by the Customer to the Bank via the Service.

22.1.18 "INTERNET" shall mean the global network of interconnected computer networks, each using the Transmission Control Protocol/Internet Protocol and/or such other standard network interconnection protocols as may be adopted from time to time, which are used to transmit data, software, applications, contents or any other material that is directly or indirectly delivered to a computer or other digital electronic device for display to an end-user, whether such data, software, applications, contents or other material is delivered through on-line browsers, off-line browsers, or through "push" technology, electronic mail, broadband distribution, satellite, wireless or otherwise.

22.1.19 "MOBILE PHONE" means the mobile phone, including its SIM, registered by the Customer with the Bank for use when seeking Random Password from the Bank.

22.1.20 "PASSWORD" means the Password issued by the Bank to the Customer on acceptance of his application for acquiring the Service which Password the Customer will be required to change to his own secret Password to access the Service.

22.1.21 "PAYPAK" is a domestically used HABIBMETRO Debit Card that can be accessed to ATMs and Point-of sale (POS) machines across Pakistan.

22.1.22 "PIN" means the Personal Identification Number issued to the Card holder from time to time for use with the Card.

22.1.23 "POS" means Point Of Sale machine installed at the Designated Outlets.

22.1.24 "RANDOM PASSWORD" means a special password issued by the Bank to the Customer over the Customer's specified Mobile Phone or the Customer's specified email address, each time the Customer conveys to the Bank his desire to avail the Service. Each Random Password will expire ten minutes after its issue by the Bank after which the Customer will have to apply for a fresh Random Password.

22.1.25 "SECURITY MEASURES" means the Mobile Phone, email address specified by the Customer, User ID, Password, Web Personal Identification Number, Random Password, and any other access procedures prescribed by the Bank, from time to time, to enable a Customer to access and use the Service.

22.1.26 "SERVICE" means the services made available by the Bank to a Customer for use of Web Banking, PayPak Debit Card and Visa Debit Card.

22.1.27 "TRANSACTION" means any Cash withdrawal against a Card or transaction made at any Designated Outlet against the Card or any refund of charge made.

22.1.28 "VISA" means Visa International Service Association.

22.1.29 In these Terms and Conditions, except where the context otherwise requires, words denoting the singular include the plural and vice versa and any gender includes the other gender.

22.1.30 Headings used herein for clauses are for ease of reference only and do not affect the meaning of the clause.

General Terms Governing the Opening, Operation of Account(s) & Related Services

22.2 PAYPAK DEBIT CARD/VISA DEBIT CARD

22.2.1 The Bank may in its absolute and unfettered discretion issue a Card to any Customer who has applied for the same by filling in the Application Form and fulfilling such other requirements as the Bank may With the guidelines as prescribe by State Bank of Pakistan from time to time.

22.2.2 The Bank may also in its absolute discretion issue an Additional Card to anyone who is the joint account holder in the Account with an either or survivor mandate for operating the Account.

22.2.3 The Card Holder may use the Card in conjunction with the PIN to withdraw money from ATM. The amount of money so withdrawn will be debited to the Account plus the charges, if any, where such withdrawals are from any ATM other than an ATM of the Bank.

22.2.4 The Card Holder may also use the PAYPAK Debit Card to pay for goods or services purchased from Designated Outlets within Pakistan. The Designated Outlet will, before effecting the sale, seek approval from the Bank and conclude the sale if the Transaction is approved by the Bank. The Bank will debit to the Account the amount of every such Transaction approved by the Bank. Where the Card issued is a Visa Debit Card, the Card Holder will be able to use it anywhere in the world as provided in these Terms and Conditions.

22.2.5 The Card Holder may also use the Card at any HABIBMETRO branch to withdraw money at cash counter.

22.2.6 In addition to the amount of all Transactions appropriate charges as provided in the Bank's Schedule of Charges, from time to time, will also be debited to the Account.

22.2.7 It is a condition for issue of a Card that it will only be used by the person in whose name it is issued and the Card Holder will not hand over the Card to anyone else for its use. The Bank shall have the right to treat all Transactions against the Card as the Transaction effected by the Card Holder and debit the amount thereof to the Account and the Customer undertakes not to challenge such debit on any ground whatsoever.

22.3 THE CARD

22.3.1 The Card will always remain the property of the Bank and the Bank or any of its authorized officer, employee, associate or agent, may retain the Card, require the Card Holder to return the Card or suspend the use of the Card at any time in its absolute discretion. The Bank shall also have the absolute and unfettered right to cease the Card at the ATM or any Designated Outlet where the Card is presented by the Card Holder for any Transaction. For the purpose of such seizure the Designated Outlet shall be the agent of the Bank. The Card Holder hereby unconditionally and unequivocally agrees and accepts this right of the Bank and further agrees to surrender the Card to the Designated Outlet concerned and hereby agrees, admits and confirms that the Bank will not be liable to the Card Holder on any ground whatsoever for such seizure.

22.3.2 The Card will not become valid or operational until the Card Holder acknowledges receipt of the Card and has had it activated. For activation of the Card the Customer should contact the Bank's Branch where the Account is maintained. The delivery of Card should be taken from the Bank within 40 days from the date of its issue failing which the Card will not be activated. In such a case, the Customer will have to request the Bank for issue of a fresh Card for which appropriate charge as per Bank's Schedule of Charges will be debited to the Account.

22.3.3 Soon after the Card is activated, the Card Holder must replace the PIN provided by the Bank by his/her own secret PIN. It will be the responsibility of the Card Holder to take all reasonable precautions to prevent the PIN from becoming known to anyone to prevent unauthorized use of the Card by anyone other than himself. It would be ideal if the Card Holder memorizes the PIN and does not keep any written record of the same. However in particular, no written record of the PIN should be kept by the Card Holder along with the Card or at the same place where he/she normally keeps the Card. The Card holder should not disclose his PIN to any one and will be solely responsible for any misuse of his PIN by anyone having access to or knowledge of the same. The Card Holder unconditionally and irrevocably agrees to indemnify the Bank and keep it always indemnified and harmless against any loss caused to the Bank by anyone having access to the PIN and/or misusing the Card.

22.3.4 The Card may be used to withdraw money at any ATM or to access any additional banking services offered through the ATMs (including, but not limited to transfer of funds locally from one account to another within the Bank or any other bank in Pakistan and payment of utility bills). Cards may also be used for payment for goods and/or services at Designated Outlets in Pakistan.

22.3.5 Visa Debit Cards can be used at ATMs and Designated Outlets in the country or countries as allowed by account holder that display the Visa Plus sign at their premises. If the card holder uses the Visa Debit Card for transactions outside Pakistan (including ATMs/POS), the card holder will be liable for currency conversion and service fee which is charged up front at the time of the transaction. However, the Bank gives no warranty and assumes no liability or responsibility for any limitation or conversion or availability of foreign exchange whether due to any restrictions placed by the State Bank of Pakistan or for any other reason.

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22.3.6 Visa Debit Card Holder can also call the Bank's call centre and request that his card be made available for use on the internet. The Bank may on such request make the Visa Debit Card available for use on the internet but in that case the Visa Debit Card Holder will use the Visa Debit Card at his sole risk and the Bank will not be responsible in any way whatsoever for any loss howsoever caused to the Visa Debit Card Holder. The Visa Debit Card Holder will request the Bank to re-close his Visa Debit Card for internet use, after he has completed the intended transaction on the internet.

22.3.7 PAYPAK Debit Card is a domestically used payment card in Pakistan, that can be accessed to ATMs and point-of-sale (POS) machines across the country. However, the Bank gives no warranty and assumes no liability or responsibility on any transaction executed by card holder or any limitation or restriction placed by the State Bank of Pakistan or for any other reason.

22.3.8 The Bank also does not warrant that the Card will be available for use at any place within Pakistan or abroad and will in no way be responsible, on any ground whatsoever, if a card is not accepted at any ATM or a Designated Outlet.

22.3.9 If the Card is lost or stolen the Card holder shall immediately notify inform the Bank by calling the number(s) notified from time to time and the Card Holder must, in addition, immediately notify relevant law enforcement agencies. The Card holder must confirm the loss of the Card by notice in writing to the Bank within seven days of having notified the Bank by telephone.

22.3.10 The Cardholder must co-operate with officers, employees, associates or agents of the Bank and/or law enforcement agencies in efforts to recover the Card if it is lost or stolen. The Card holder hereby irrevocably authorizes the Bank to disclose information about the Card holder and the Account if the Bank thinks it will help avoid or recover any loss to the Card Holder or the Bank resulting from the loss, theft, misuse or unauthorized use of the Card.

22.3.11 If the Card is found after the Bank has been given notice of its loss or theft the Card Holder must not use it again. The Card must be cut in half through the magnetic strip and returned to the Bank immediately.

22.3.12 In case an Individual other than the Card holder takes the delivery of the Card and the PIN, the Bank will hand them over to the individual at the entire risk of the Card Holder and only upon receipt of a written authorization from the Card Holder duly authorizing the individual to take delivery of the same. The Bank shall not be liable to the Card Holder for any loss suffered by him by such delivery to a third person.

22.3.13 For Visa Debit Card, all countries are blocked by default for withdrawal and transactions on international ATMs/ POS machine, except Pakistan. To unblock specific country or countries, account holder is requested to contact HABIBMETRO Call Centre or by any other alternative means.

22.3.14 Account holder, after providing consent to unblock any country/countries, agrees and understands that he/she will be solely responsible for any fraudulent or illegal transaction on international ATMs/POS machines and also indemnifies and hold the bank harmless against any loss which may be caused to the Bank by any fraudulent or illegal transaction in the account holder's account or otherwise, whatsoever.

22.3.15 Charges or fees due to VISA in respect of the use of the card or any variations thereto made by VISA shall be to the Card Holder's account only, in accordance with the time period specified by VISA and the Bank shall not be liable for the same.

22.3.16 The Card Holder will not be entitled to set off or counter claim against the Bank any claim which the Card Holder may have against any Designated Outlet on any account whatsoever.

22.4 REFUND

22.4.1 Once the Card Holder has presented his card to the Designated Outlet and the Bank has, at the request of that Designated Outlet, authorized the transaction, the Bank will debit the value thereof to the Account. Such debit will only be reversed at the request of the Designated Outlet together with return of the amount, if already paid or credited by the Bank to that Designated Outlet. The Bank may also reverse the debit on a written application of the Card Holder if, after making such inquiry as the Bank in its sole discretion, considers appropriate, the Bank is satisfied about the justification of the Card Holder's claim. For the avoidance of doubt, it is hereby specifically agreed that if the Designated Outlet holds the Charge Slip signed by the Card Holder, the Card Holder's claim will not be considered as valid and justified.

22.5 LIABILITY FOR UNAUTHORISED TRANSACTIONS

22.5.1 The Card shall only be used by the Card Holder personally and he shall not lend or authorize any other person to use the card on his behalf. The Card Holder unconditionally and irrevocably agrees to be responsible for all Transactions made by use of the Card irrespective of who may have made such Transaction.

22.5.2 The Card Holder will be responsible for any loss without limit, incurred by the Bank, the Card Holder or any other person and including, without prejudice to the generality of the foregoing, any losses incurred as a result of the loss or theft of the Card or the use of the Card in a fraudulent or negligent manner or otherwise contrary to the provisions of these terms and conditions.

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22.6 CHARGES

22.6.1 The Card Holder hereby agrees to pay to the Bank a joining fee and annual renewal fee for the Card in such amount as the Bank may, from time to time prescribe under its Schedule of Charges, and hereby authorizes the Bank to debit the same to the Account.

22.6.2 The Card Holder hereby further agrees and undertakes to reimburse to the Bank the value of every Transaction made through the use of the Card and hereby irrevocably authorizes the Bank to debit the amount thereof to the Account.

22.6.3 In case the Card Holder loses the Card/PIN or compromises the security of the same, the Bank reserves the right to charge a replacement fee as provided from time to time in its schedule of charges. The Card Holder hereby authorizes the bank to debit the same to the Account.

22.6.4 Where a card is issued against an account held in the name of more than one person, each of the Joint Account Holders shall be liable to the Bank for all the obligations of the Card Holder under these Terms and Conditions including any Additional Card, if issued.

22.6.5 If a Card Holder effects a Transaction through the Visa Debit Card in a foreign country, the Bank will debit the Account with the Pak Rupee equivalent of the value of the Transaction and other charges converted at such prevailing Kerb Market Rate of Exchange as the Bank may, in its absolute and unfettered discretion determine together with Bank's charges for such Transaction as may, from time to time be fixed by the Bank in its Schedule of Charges. The Card Holder hereby irrevocably authorizes the Bank to make such debit and agrees to accept such debit without question.

22.6.6 If the Designated Outlet agrees to make the refund, he/she may send the request for reversal to the Bank following the prescribed procedure, and upon receipt of such a request, along with the funds for the same, the Bank will reverse the debit of the value of the Transaction in the Account.

22.7 REWARDS AND PROMOTIONS

22.7.1 The Bank may, at any time and from time to time without being obliged to do so, introduce any programme for grant to the Card Holders Reward Points and other incentives to use the Card. Such programmes shall be subject to separate terms and conditions attached to each of them.

22.7.2 The Designated Outlets may also, at any time, and from time to time, without being obliged to do so, introduce discounts and other incentives to be offered to customers making purchases or acquiring service from them through the Card. Such promotions shall be deals directly between the Designated Outlet and the Card Holder and the Bank will in no way be responsible for the same, even if the Bank, under any arrangement with the Designated Outlet, promotes or advertises such offer. It will be the responsibility of the Card Holder to abide by the terms and conditions of all such offers.

22.8 GENERAL TERMS APPLICABLE TO CARDS

22.8.1 The total amount of any transactions carried out in any one day shall be limited to such amounts and by such other conditions as shall be notified to the Card Holder by the Bank from time to time. Such limit shall be effective from the date of such notice.

22.8.2 The Card Holder is not authorized to enter into transactions using the Card to a value in excess of the credit balance (if any) in the Account at that time unless an overdraft has been previously agreed with the Bank in which case the sanctioned limit of the overdraft will apply. The Account will be charged with mark-up by the Bank at the relevant rate of the Bank in respect of authorized overdrafts on the Account and the Bank's usual fees for unauthorized overdrafts may also be charged to the Account.

22.8.3 If the Bank is asked to authorize a transaction, the Bank may take into consideration any other transactions which may have been authorized but not debited to the Account (and any other transactional activities upon the Account) the limits and other conditions referred to in clause 21.8.1 and if the Bank determines that there are or will be insufficient available funds in the Account to pay the amount that would be due in respect of such authorization, the Bank may in its absolute discretion refuse to authorize such transaction. The Bank shall not be liable for any loss to the Card Holder resulting from any such refusal to authorize any transaction.

22.8.4 The Bank may at any time block any Card against any further use by the Card Holder if in its absolute and unfettered discretion it is satisfied that the Card Holder is not using the Card in accordance with these Terms and Conditions or, for any other reason. The Bank need not give any reason to the Card Holder for such blockage. The Card Holder hereby agrees and accepts that the Bank will not be responsible in any way whatsoever for such blockage.

22.8.5 The Bank shall also have the right but not an obligation, and the Card Holder hereby irrevocably authorizes the Bank, to transfer to the Account funds, if available, in any other account maintained by the Card Holder in that branch or any other branch of the Bank, if the funds available in the Account are insufficient to make any Transaction for which the authorization of the Bank is sought.

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22.8.6 The Card Holder may use the card to obtain the services described in these Terms and Conditions and such other services as the Bank may provide from time to time. All such services will be subject to these Terms and Conditions.

22.8.7 Visa Debit Cards issued by the Bank are also subject to Rules, Regulations and Terms prescribed by Visa from time to time. The Terms and Conditions prescribed by Visa are available on its website.

22.8.8 The Bank shall not be liable for any loss resulting from the refusal of any Designated Outlet, other bank or card operated machine to accept use of the Card in connection with any Transaction.

22.8.9 The Cardholder shall notify the Bank if

(a) An incorrect entry appears on the statement of the Account as soon as possible but in any event within twenty-five days of the date of such statement, and

(b) as soon as possible in case the Card Holder's address is changed.

22.8.10 The Bank will normally debit the Account on the Bank authorizing the same at the request of the Designated Outlet, provided that the Bank will not be liable for any loss resulting from any delay in making such debit.

22.8.11 All purchases made by the Card Holder from any Designated Outlets, including from any Designated Outlet abroad by Visa Card Holders, shall be direct contracts between the Card Holder and the respective Designated Outlets or Retailers abroad and the Bank will in no way be responsible for the same except for payment against the Charge Slip signed by the Card Holder. All involvement of the Bank in the transaction will end once the Bank has debited the value thereof to the Account. The Card Holder will also not be entitled to claim refund of payment made through the Card and a claim for refund, if any, shall be made directly by the Card Holder against the Designated Outlet or the Retailer or Supplier abroad as the case may be

22.8.12 The Bank's right to debit the Account for the value of the Transaction shall not be adversely affected by any dispute that may have arisen between the Designated Outlet and the Card Holder in respect of the Transaction and the Bank will always be entitled to debit the Account for the same against the charge slip signed by the Card Holder notwithstanding any such dispute, the Bank will always be entitled to debit the Account for the same as provided in 21.2.4 here in above or against the charge slip signed by the Card Holder.

22.8.13 Once the Card Holder has signed the charge slip in favour of the Designated Outlet, the Bank will not reverse the debit of the value of the Transaction to the Account unless the Card Holder's claim for reversal of the debit is supported by the original charge slip signed by the Card Holder Outlet cancelled by the Designated Outlet and the Designated Outlet has conveyed appropriate information about cancellation of the Transaction to the Bank.

22.9 CANCELLATION OF OR CORRECTING ERROR IN TRANSACTION

22.9.1 Once the Designated Outlet has sought authorization from the Bank for a Transaction, the Card Holder cannot cancel the Transaction. A Transaction will be cancelled only on the Designated Outlet sending an appropriate request to the Bank for its cancellation. Reversal of debit in the Account will be subject to the provision contained in Clause 21.6.1 above.

22.9.2 In the event of an error in the transmission or a request for charge by the Designated Outlet on the POS, the Designated Outlet will cancel the request and send a fresh request on the POS.

22.9.3 If a CardHolder makes a mistake in the Charge Slip, he will correct the mistake and authenticate the correction by his full signature as per his specimen signature provided to the bank or cancel the slip and make afresh one.

22.9.4 In case a Card Holder uses the Card at an ATM and the Card Holder's Account is debited but cash not disbursed or short disbursed, the Card Holder will submit a claim for the amount not delivered or short delivered. The Bank will reverse the claimed amount in the Account after satisfying itself about the validity of the claim on verification of the record from the ATM used for that Transaction. Bank's decision in this respect shall be final and binding on the Card Holder.

22.9.5 In the event of any disputed Transaction, the Card holder must send a written intimation, with details of the dispute, to the Bank within 15 days from the date of the disputed Transaction or within seven days of receipt of the Statement of Account from the Bank showing debit of the Transaction whichever be earlier. If such a written intimation is not received by the Bank, the said Transaction will be deemed to be authentic and the Customer shall be liable for that Transaction.

23.1 WEB BANKING SERVICES

23.1.1 In this Clause 22.1 the term "Service" shall have the meaning as provided in Clause 21.1.26 but excluding the PAYPAK Debit Card and Visa Debit Card.

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23.1.2 At the request of any Customer, the Bank may, in its absolute and unfettered discretion, provide the Service to him/her.

23.1.3 Upon accepting the Customer's request to provide the Service, the Bank will issue to the Customer a temporary User ID and PIN. The Customer will, as soon as possible on receipt of the temporary User ID and PIN, access the Service through the internet and change the said temporary User ID and PIN for his own secret User ID and PIN. The Customer will not be able to use the Service until he has changed the said temporary User ID and PIN.

23.1.4 This service will be provided by the Bank only to Customers maintaining individual accounts. It will also be provided to Customers maintaining an account jointly in the name of more than one person provided the operating mandate for such account permits it to be operated upon singly by any of the joint account holders or the survivor of them. Corporate Customers, and account holders whose accounts are operated upon jointly by more than one person will be able to use this service to the extent of viewing the state of their account but they will not be able to effect fund transfers.

23.1.5 The Customer agrees and undertakes to install at his own cost and expense, the software, hardware and/or equipment, as may be advised and requested by the Bank, to access and/or use the Service. If the software, hardware and/or the equipment installed by him do not meet the Bank's required standard and requirements, the Customer shall have it replaced or rectify the same failing which the Bank shall have the right to withdraw the Service

23.1.6 The Bank's agreement to provide the Service and its use by the Customer shall at all times be subject to the Customer complying with these Terms and Conditions and all the procedural requirements and abiding by the security requirements prescribed by the Bank from time to time and subject to any restrictions, instructions and additional Terms and Conditions which the Bank may impose from time to time by notice to the Customer.

23.1.7 The Customer will also be able to use the Service for transfer of funds from his account with the Bank to any other account maintained in any 1-LINK member bank. All charges for the same including, but not limited to, payment to 1-LINK, transferee bank, or the Bank as per Bank's Schedule of Charges, shall be payable by the Customer and the Customer authorizes the Bank to debit the same to the Account.

23.1.8 The Bank reserves its right, at its absolute and unfettered discretion and without giving any reason, to add to, withdraw, suspend, alter, restrict or make changes in the Service, with regard to monetary or numerical conditions or restrictions or in any other respect whatsoever, at any time and from time to time either generally or in respect of any particular Customer and the Customer agrees to accept all such decisions without question. All such decisions will be notified to the Customer by the Bank by notice to the Customer, on line or otherwise. The Bank will in no case be liable to the Customer for any loss caused to the Customer by such withdrawal, suspension, restriction or alteration in the Service.

23.1.9 The Customer understands and agrees that the Service is provided on the basis of "as is and when available" basis and the availability of Service may not be possible at all times due to circumstances beyond the control of the Bank including equipment/power/internet failures. The Customer agrees that the Bank will in no case be liable for any loss caused to the Customer on account of the Service not being available at any time for any reason whatsoever.

23.1.10 The Bank reserves the right, at its sole and unfettered discretion, to impose a maximum limit per each account per day for use of the Service, which limit may also be varied from time to time. This limit will be notified by the Bank to the Customer.

23.1.11 The Bank may, at any time and from time to time, introduce any new or additional features in the Service and use of the same by the Customer shall be subject to these Terms and Conditions and such other Terms and Conditions which the Bank may at anytime and from time to time impose.

23.2 VALIDITY OF INSTRUCTIONS

23.2.1 The Bank is irrevocably authorized to act on any telephone instructions that the Bank believes have been given by the Customer without any further inquiry to check its veracity, if the caller correctly gives the PIN. All instructions so received by the Bank from the Customer via the Service will be binding on the Customer, whether actually authorized by him or not, and shall be irrevocable and the Bank will be entitled to accept, carry out, effect, perform or process the same without seeking any further confirmation, or authorization from the Customer.

23.2.2 The Customer agrees and undertakes to unconditionally accept all debits made to the Account arising from use of the Service.

23.2.3 The Customer shall at all times remain liable for all the transactions made by the use of the Service and shall indemnify the bank against all losses, damages, costs etc. caused by any unauthorized use of the Customers User ID and the PIN. The Bank's record processed by the system shall be conclusive and binding evidence for all purposes.

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23.2.4 The Bank shall have the right to rectify any error in the entries and reverse any erroneous entries in the Account due to any bonafide mistake or malfunction of the POS/Telebanking service. The Customer agrees and undertakes to accept as conclusive evidence of the transaction, the Bank's record of any transaction generated electronically or otherwise.

23.2.5 The Bank may (but shall not be obligated to) record the telephone instructions in writing and/or by tape recording and/or other methods and the Customer agrees and undertakes to accept such record of any instructions as conclusive and binding on the Customer. The Bank may, at anytime, also require that, the Customer, and the Customer agrees and undertakes to, execute such other documents as the Bank may require to relate the instructions given by the Customer to any transaction through the service.

23.2.6 It will be the responsibility of the Customer to ensure that all instructions given to the Bank via the Service are complete, accurate, true and correct and the Bank will in no case be obliged to check or investigate their correctness, authenticator accuracy. The Customer agrees to remain fully responsible and liable for all such instructions and shall indemnify the Bank, and keep it always indemnified and harmless against any loss which the Bank may suffer, incur or be threatened with on account of having implemented any instructions received by the Bank purported to be coming from the Customer via the Service.

23.3 AUTHORITY TO DEBIT

23.3.1 By availing the Service, the Customer irrevocably authorizes the Bank to debit the Account or any other account of the Customer maintained at any branch of the Bank, for all transfers made by the Customer from his Account via the Service. The Customer agrees and undertakes to unconditionally accept all debits made to the Account or any account of the Customer arising from use of the Service. If there is insufficient available balance in the account from which the transfer is sought to be made, the Bank will be entitled to ignore/reject the instructions, without notice to the Customer, and will not in any way be responsible for such ignoring/rejection.

23.3.2 The Bank shall debit the Account with the amount of any payment through the Service and the Customer agrees and under- takes to pay all such amounts along with the related markups and other applicable bank charges, including taxes/duties levied by the Federal or Provincial Government and the Customer irrevocably agrees and undertakes to accept all such entries in the Account as valid and conclusive evidence of the Customer's liability for the same.

23.3.3 The Customer shall ensure that sufficient funds are always available in the Account to permit execution of all transactions undertaken by the Customer through the Service before making any request for provision of Service. If, for any reason, there are insufficient funds in the Account, the Bank will always have the authority, but not an obligation, to transfer to the Account any funds available in any other account of the Customer maintained either with the branch where the Account is maintained or with any other branch of the Bank or available with the Bank on any account or for any reason whatsoever. The Bank may, without any obligation to do so, create a temporary overdraft in the Account to execute any transaction if the funds in the Account are insufficient for that purpose and the Customer agrees and undertakes to pay on demand the overdrawn amount together with mark-up at such rate as the Bank may determine. If the Customer agrees and undertakes that if he/she fails to make payment on demand as aforesaid, he will pay additionally a sum equal to 20% p.a. of the amount thereof to be calculated from the debit of that amount in the concerned account till its payment.

23.4 **JOINT ACCOUNTS** Where the Bank has agreed to provide the Service in respect of an account maintained jointly in the names of more than one person, every one of the joint account holders will be jointly and severally liable to the Bank for all instructions given to the Bank by any of the joint account holders, irrespective of which of them had given the instructions to the Bank. Each of the joint account holders will also be jointly and severally responsible for all transactions effected via the Service by any of them. However this service will be available for joint accounts only where it is operated upon singly by any of the account holders.

23.5 SECURITY

23.5.1 The Customer undertakes to ensure that

(a) His own secret password for access to the Service under Clause

22.1.25 herein above and

(b) The Random Password provided to him by the Bank are kept completely secure and there is no unauthorized use or abuse of either of them by any person.

23.5.2 The Customer will be fully responsible in the event of either the Password or the Random Password becoming known to an other person, howsoever and whosoever, and will keep the Bank always indemnified and harmless in the event of either of the Passwords being misused by anyone.

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23.5.3 The Customer undertakes to notify the Bank immediately (hereinafter referred to as the "Security Notification") if he has reason to believe or suspects, or has knowledge, that:

(a) a the security of either the Password or the Random Password may have been compromised or have become known or have been revealed to any other person;

(b) there has been any unauthorized use of the either the password or the Random Password; and/or

(c) Mobile Phone is lost, mutilated or stolen, or his email address has been hacked by any one, (hereinafter referred to as the "Compromised Password") the Customer shall immediately stop using such Password, Mobile Phone or email address until further notice from the Bank. Any such Security Notification given verbally or electron-ically to the Bank shall be confirmed to the Bank in writing by the Customer and ensure that such written confirmation is actually received by the Bank within 24 hours of the verbal or electronic notification, failing which the Bank shall not be obliged to act upon the Security Notification. Provided however, regardless of the Security Notification to the Bank, the Customer unconditionally agrees and acknowledges that the Bank shall not be liable for any loss or damage that may have been caused to the Customer due to unauthorized use or misuse of either Password or the Random Password until the Security Notification is actually received and acknowledged in writing by the Bank and the Bank has effected cancellation of the both the Password.

23.5.4 The Customer will immediately change his own Secret Password adopted under Clause 22.1.3 herein above.

23.5.5 The Customer acknowledges and confirms that he will always be bound by all Instructions and transactions resulting from any instructions given which are referable to any Compromised Random Password until such time as the Bank has received the Security Notification and has effected cancellation of the Compromised Random Password, and accordingly the Customer agrees that he will be liable for all such transactions which were processed by the Bank prior to such cancellation, or which the Bank, notwithstanding its reasonable endeavours, was unable to stop the processing thereof.

23.5.6 For the purposes of this Clause an Instruction shall have been "processed" where the Bank had commenced carrying out the Instruction and it is no longer reasonably able to cancel or revoke the transaction without causing prejudice to the Bank, as determined by the Bank in its absolute & unfettered discretion, and an instruction is “outstanding” where it is at any stage prior to being

23.6 NO WARRANTY

23.6.1 The Bank does not warrant any results that may be obtained from the use of Service or the accuracy, adequacy or reliability of any Content obtained through the Service, whether or not the Content is from the Bank or any other third party, and the Bank expressly disowns and excludes its liability for errors, defects or omissions in the Content. As part of the provision of the Service, the Bank may insert hyperlinks to other internet resources (hereinafter referred to as the "Other Sites"). Such other sites are inserted for the convenience of the Customer only and are used at the Customer's own risk. The Bank does not investigate, monitor or endorse such "Other Sites" or the contents thereof and does not warrant the accuracy or reliability of the contents of such Other Sites. Notwithstanding any other provisions of these Terms and Conditions, no warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, satisfactory quality, merchantability, fitness for a particular purpose and freedom from computer virus or other invasive or damaging code, is given in conjunction with the Service, the Content and/or the Security Measures; it being specifically agreed and understood that the Customer shall be availing the Service at his sole risk and cost, without any liability whatsoever on the part of the Bank.

23.6.2 The Customer acknowledges and agrees that the Bank does not warrant the security of any information transmitted by using the Service and hereby accepts the risk that any information transmitted or received using the Service may be accessed by unauthorized third parties and/or disclosed by the Bank, its officers, employees or agents, to third parties purporting to be the Customer or purporting to act under his authority. The Customer will not hold the Bank or any of its officers, employees or agents responsible or liable, in contract, tort (including negligence or breach of statutory duty), equity or otherwise, for any such access or disclosure or for any damages, losses, expenses or costs (whether direct or indirect, or whether foreseeable or not) suffered or incurred by the Custom- er as a result of any such access or disclosure.

23.6.3 The Bank shall not be liable for insufficiency or inaccuracy of the information given/received through the Internet and Bank reserves its right to update and vary such information from time to time and at anytime.

23.6.4 The Customer agrees and undertakes to unconditionally accept all debits made to the Account arising from use of the Service without limitation.

General Terms Governing the Opening, Operation of Account(s) & Related Services

23.7 CONFIRMATION FROM THE BANK

The Customer agrees and understands that the transmission of Instructions to the Bank through the Service may not be received by the Bank for reasons beyond the Bank's reasonable control, including but not limited to mechanical, software, computer, telecommunications or electronic failure. The Customer further acknowledges that unless he receives confirmation of receipt or SMS from the Bank confirming its receipt, Instructions may not have been received and accordingly, may not be processed or accepted by the Bank. The Customer acknowledges and agrees that the Bank shall not be liable to him in any way for any loss or damage whatsoever or howsoever caused arising, directly or indirectly, in connection with the transmission, or failure of transmission, of Instructions to the Bank through the Service or any lack of confirmation of receipt of any Instructions by the Bank for whatever reason.

24. SMS ALERT SERVICE

24.1 If the Customer has agreed to opt for HABIBMETRO SMS Alert Service and will receive account information promotional and other message on customer's cellular phone number that has been provided by the Customer to the Bank.

24.2 Customer agrees and undertakes to indemnify and keep it always indemnified and harmless against any loss, cost or damage cause to or suffered by the Bank or with which the Bank may be threatened on account of any information transmitted over the cellular network including, but not limited to customer's account details, becoming known to any one due to the Customer due to such Customer having access to the specified mobile phone or the Customer having provided an incorrect number of his mobile phone or for any other reason whatsoever.

24.3 Customer agrees, confirms and undertakes that the bank will not be responsible for any network failure / error by cellular service provider and agrees to indemnify the Bank and keep it always indemnified and harmless in respect thereof.

24.4 Customer agrees and understands that the Bank will in no way be liable / responsible to the Customer for any loss or damage to the Customer arising directly or indirectly from any malfunction of failure of the service and for failure to provide any or all services either fully or partly due to any reason whatsoever, how so ever caused. unless such failure is caused by any gross negligence on the part of the Bank.

24.5 Customer further agrees that message will not be delivered if mobile phone is switched off for an extended period and the Bank will in no way be liable in such an event.

24.6 Customer agrees and undertakes to pay the bank all the charges (as mentioned in bank's Schedule of Charges) relative to above services and hereby irrevocably authorizes the Bank to debit the same to the Account or, if the Account does not have sufficient credit balance to permit such debit, the Bank may debit the same to any account maintained by the Customer at any branch of the Bank.

24.7 In case the customer does not subscribe to SMS Alert Service, he/she will receive essential SMS as per Bank policy.

25. MISCELLANEOUS

25.1 The Bank shall not be liable to the Customer for any loss whatsoever or howsoever suffered as a result of the Bank being prevented from or delayed in providing any Services due to strikes, industrial action, terrorist action, failure of power supplies or any other cause beyond the Bank's control.

25.2 These Terms and Conditions and the Bank's practices and charges relating thereto may be changed by the Bank at anytime, and from time to time, by notice to the Customer. Any such changes will be effective from the date of the notice or such later date as may be specified therein.

25.3 DISCLOSURE OF INFORMATION

The Customer hereby irrevocably authorizes the bank to disclose any information, including but not limited to information in relation to the Customer, to any of the companies within the Bank's group of companies, its professional advisers, third party processors, third party service providers and/or card personalization firm utilized by the Bank from time to time or any authority which may seek such information under any law for the time being in force. Such information shall include, but not be limited to, the Customer, the Card, the Account, any transaction made by the Customer using the Service, or any other information the Bank considers in its sole opinion to be necessary or desirable.

25.4 TERMS AND CONDITIONS TO REMAIN IN FULL FORCE AND EFFECT These Terms and Conditions shall remain in full force and effect, even after termination, in so far as any Transaction completed but not debited to the Account prior to termination and all the obligations of the Card Holder in respect of such Transactions, including any Transaction effect by the Card Holder through the Card after termination but before surrendering the Card to the Bank as provided in Clause 2.2 herein above.

General Terms Governing the Opening, Operation of Account(s) & Related Services

25.5 **CHANGES IN TERMS AND CONDITIONS** The Bank may from time to time at its absolute and unfettered discretion make any changes in these Terms and Conditions as it may deem appropriate and all such changes may be advised to the Card Holders through email, on line or in such other means as the Bank may deem appropriate. Any such changes will be effected from the date stated on the notice.

25.6 **OTHER TERMS AND CONDITIONS OF THE BANK TO APPLY** These Terms and Conditions are to be read in conjunction with any other Terms and Conditions of the Bank applicable to the Account and generally to all dealings between the Bank and its Customers. In the event of any conflict, these Terms and Conditions will prevail to the extent of dealings between the Bank and the Card Holder in respect of the Card.

25.7 **GOVERNING LAW** AND JURISDICTION These Terms and Conditions and all Transactions through the Card shall be governed by the laws of the Islamic Republic of Pakistan and all directives issued by State Bank of Pakistan and any other Regulator from time to time. The courts in Karachi shall have the non-exclusive jurisdiction to try all suits arising hereunder.

25.8 **CONTACT DETAILS** The Customer shall notify the Bank in the event of any change occurring in his cellular phone number and other details provided to the Bank, particularly his address, telephone number and other means of contact. Such information may be conveyed in writing and delivered to the Bank at the Branch.

25.9 **LINK ACCOUNT(S)** The Bank may in its absolute and unfettered discretion permit a Customer to link his any other account maintained with the Bank to the Account and if such request is accepted it will be at the sole risk of the Account Holder. The Customer accepts and acknowledges that linking more than one account to a Card exposes all of the linked accounts to the risk of loss, theft or misuse of a Card and/or Account and hereby accepts all such risk and confirms that the Bank will in no case be responsible for the same.

25.10 **LIMITATION OF LIABILITY** The Customer agrees and confirms that the Bank shall in no event be liable for any direct, indirect, incidental, punitive, special or consequential damages or economic loss, whatsoever or howsoever caused, arising directly or indirect- ly in connection with the Service, its use, or any Instruction given in connection with the use of Service by the Customer, and/or including but not limited to loss, da mages or costs suffered or incurred by the Customer:

(a) arising from or referable to the Instructions given by the Customer being incorrect or inaccurate in transmission or otherwise in any manner whatsoever;

(b) as a result of use of the Compromised Password or the Service in any manner by the Customer or any third party;

(c) as a result of any prohibition, restriction, delay in use or access to the Service caused by any laws and/or regulations of Pakistan or any other country;

(d) as a result of any service agreements prescribed by telecommunications, carriers and/or Internet service providers or governmental agencies or authorities or as a result of any act or omission of telecommunications, carriers and/or Internet service providers and/or governmental agencies or authorities;

(e) any error(s) or interruption in transmission of the Instructions that might have been transmitted through the Service or transmission by the Bank of any other data or information through the Service; and/or

(f) for loss of profit, goodwill, use, data or other intangible losses (even if the Bank had been advised of the possibility of such damages) arising from or in connection with:

(i) any use, inability to use or interruption in the use of the Service for any reason whatsoever; or

(ii) any system, hardware, software, telecommunications, server or connection failure, error, omission, interruption, delay in transmission, or computer virus

25.11 **INDEMNITY**

25.11.1 The Customer agrees and undertakes to indemnify the Bank and keep it at all times fully indemnified and harmless from and against all actions, proceedings, claims, liabilities (including statutory liability), penalties, demands and costs (including without limitation, legal costs of the Bank (on a full indemnity basis), awards, damages, losses and/or expenses which the Bank may suffer, sustain and/or be subjected to for whatever reason in relation to use or purported use of the Service, including but not limited to:

(a) any use by the Customer of the security measures;

(b) any breach by the Customer of the terms and conditions of this Agreement;

(c) by any:

(i) failure or malfunction in the Bank's or the Customer's hardware and/or software used in connection with the Service; even if such Customer's hardware or software were installed by the Customer on Bank's recommendation or request; or

(ii) viruses and other malicious, destructive or corrupting code, program or macros, Trojan Horses, worms, logic bombs or other software routine or hardware components designed to permit unauthorized access which affects or causes the Service and/or the Bank's hardware, software and/or other automated systems to fail or malfunction; and

(d) any claim by any other party against the Bank arising from sub-clauses (a), (b) or (c) above or otherwise.

25.11.2 The customer hereby understand, agrees and authorize HABIBMETRO Bank to enable Online Internet Limit status on the understanding that the customer has no claim or defense against the bank for any loss, consequential or otherwise, if the Online Internet Limit marked is incorrect. The customer further affirms that he shall set Online Banking Limit through Web Banking Portal to a new limit which is not higher than the limit by default. It is to the customer's understanding that after the expiry of defined time, the Online Internet Limit status will be disabled automatically.

25.12 INTELLECTUAL PROPERTY RIGHTS

25.12.1 The Customer acknowledges that the Content, including but not limited to text, software (including any html, Java script, Java, CGI script or any other computer code), music, sound, photographs, video, graphics, graphical user interface, forms, diagrams or other material, used in connection with, incorporated or contained in or any material (including any software or computer code of any kind or user manuals) and/or information presented by the Bank for use with the Service (all the aforementioned content and/or materials herein collectively referred to as "Content") presented by the Bank through the Service, are the exclusive property of the Bank and/or its third party licensors.

25.12.2 The Customer acknowledges, understands, and agrees that he is only permitted to use the Content as expressly authorized by the Bank. This Agreement does not transfer any right, title or interest in the Service or the Content, or any Intellectual Property Right in it, to the Customer and he may not copy, emulate, pirate, transfer reproduce, distribute, publish or commercially exploit the Content or create derivative works from the Content without expressly being authorized to do so in writing by the Bank under the manually signed authorization from two of its authorized officers

25.13 **SOFTWARE, HARDWARE & SECURITY DEVICES** The Customer acknowledges and agrees that the Bank reserves a right to change the type or versions or specifications of any hardware or equipment that the Customer may be required to use for the Service, and, in the event such requirements are not met by the Customer, the Bank may reject any Instructions sent by him and terminate this Agreement forthwith by intimation on-line.

25.14 LIABILITY OF PARTIES AND FORCE MAJEURE

25.14.1 The Bank will not be liable to the Customer for any loss whatsoever and howsoever suffered on account of any refusal, inability, or delay on the part of the Bank in putting through a Transaction made through the Service, either on account of any event of force majeure including but not limited to strikes, industrial action, terrorist action failure of power supplier, system or equipment, start of day or end of day activity, war, civil commotion, terrorist activity or any other reason beyond the control of the Bank. The Bank shall not be liable in any manner for any accidental death, injury, property damage or any other loss or damage that may be sustained by the Card Holder when using the Card at any ATM room or location and it is specifically agreed that the Card Holder shall always use the Card entirely at his own risk.

25.14.2 The Customer will not have any claim against the Bank for any compensation if use of the Service is not possible due to technical malfunction or operation failure or for any other reason whatsoever and the Bank's liability for any loss or damage suffered by the Card Holder for not being able to use the Card at anytime is specifically excluded.

25.14.3 If the Card Holder uses the Card at any time to make payment of utility or other bills, the Card Holder shall remain solely liable for any penalty, cost or any surcharge which may be levied by the utility or service provider for late payment or any other reason, even if the Card Holder had made payment through the Card in time and there was any delay in communicating such payment to the concerned utility or service provider.

25.14.4 The Customer undertakes to indemnify the Bank and keep it always indemnified and harmless against any loss suffered by the Bank, for any reason whatsoever, on account of any breach by the Customer of these Terms and Conditions or any other conditions on which the Bank has provided the Service and any failure on the part of the Customer to properly keep and secure the Card, the User ID or the Password.

25.14.5 The Bank shall not be responsible or liable to the Customer for:

(a) delays or failure in performance, whether foreseeable or not; and/or

(b) any loss, costs, expenses or damages, including business loss or setbacks, howsoever arising, whether foreseeable or not, resulting from or due to any circumstances or causes whatsoever which are not within the reasonable control of the Bank.

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25.14.6 Without prejudice to the generality of Clause 24.14.5 above, the following shall be regarded as circumstances and/or causes beyond the Bank's reasonable control:-

(i) flood, lightning, acts of God, fire, earthquakes and other natural disasters;

(ii) strikes, labor disturbances, lockouts, material shortages, riots, civil unrest acts of war;

(iii) acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental (federal, provincial and/or local) parliamentary or local authority or any laws, rules and regulations or orders of regulatory authorities;

(iv) importer export regulations or embargoes;

(v) power failure;

(vi) acts or defaults of any telecommunications, network operator, or utility provider;

(vii) circumstances where communication lines for the Bank's computer systems (whether in Pakistan or elsewhere) cannot be used for reasons not attributable to the Bank but to any third party including but not limited to telecommunications carriers, utility providers, or any other third party;

(viii) any act of terrorism, sabotage, or any other malicious act;

(ix) war, hostilities, or army action; or
(x) disruption of communications by the governmental or offshore agencies.

25.14.7 Obligations of the Bank, so far as affected by circumstance(s) or cause(s) beyond the Bank's reasonable control, shall be suspended during the continuance of any such delay or failure in performance so caused and such delay or failure shall not be a breach of this Agreement.

25.15 RECORDS OF THE BANK

The Customer acknowledges and agrees that Bank's records and any records of instructions, communications, operations or transactions made or performed, processed or effected through the Service by the Customer or any person purporting to be the Customer or his authorized person, acting on the Customer's behalf, with or without the Customer's consent, or any record of transactions relating to the operation of the Service and any record of any transactions maintained by the Bank, or any relevant person authorized by the Bank, relating to or connected with the Service shall be binding on the Customer for all purposes whatsoever and shall be accepted by the Customer as conclusive evidence of the transaction and the Customer's liability to the Bank for the same. The Customer further agrees that all such records, including computer generated and recorded messages are and will always be admissible in evidence and the Customer hereby agrees and undertakes not to challenge, and waives his rights, if any, to do so, on any ground whatsoever including, but not limited to, the ground of their unreliability, inaccuracy or non-authenticity merely for the reason that such records were incorporated and/or set out in form or were produced by or are the output of the computer system.

25.16 NOTICES

25.16.1 Any notices, demands or other communications may be sent by:

(a) the Bank to the Customer by telex, facsimile, post, web, SMS, on-line, or otherwise in writing to his address (residential, office or email), or telex or facsimile number last known to the Bank or at his registered office or any of his places of business. Any notice or other communication made or given to the Bank in accordance with this sub-clause shall be effective (notwithstanding that it is returned undelivered) and shall be deemed to have been received by the Customer, if sent by telex, email, SMS, web, facsimile, on the same day or, if sent by courier service to an address in Pakistan, on the business day next following the date of handing over to the courier or in the case of an address outside Pakistan, on the fourth business day next following and exclusive of the date of it was handed over to the courier;

(b) the Customer to the Bank by tele-fax or telex and shall be effective, for tele -fax, upon receipt by the Customer of the Bank's written confirmation of receipt, and for telex, on the day of transmission, provided that appropriate answer back is received by the Customer confirming its successful transmission;

(c) the Customer to the Bank by hand delivery which shall be effective at the time of delivery, or registered mail which shall be effective upon receipt by the Bank;

d) the Bank to the Customer to his email address notified to the Bank and shall be effective on the date and time of transmission by the mail server operated by the Bank and/or its service provider unless the Bank receives a non- delivery or "returned mail" reply message or any error in the message indicating that the email was not successfully sent to the Customer's mailbox or the mail server operated by the Customer or the Customer's service provider within one day from the date of transmission of the email from the mail server operated by the Bank or its service provider, and

(e) the Bank to the Customer using such other method as provided for in this Agreement.

25.16.2 Without prejudice to the provisions of Clause 24.16.1 above, any notice required to be given by the Bank to the Customer under these Terms and Conditions or otherwise may be given by the Bank either by

(i) personal delivery to the Customer (ii) by post or courier service, (iii) by placing the same on the Bank's website or (iv) by publication in a newspaper. Such notice shall be deemed to have been delivered to the Customer respectively on (i) its receipt by the Customer, (ii) the day after the Bank has posted it or delivered it to the courier (iii) the day it is placed on Bank's website or (iv) the day of publication.

25.17 AMENDMENTS

The Customer acknowledges and agrees that the Bank may, from time to time, in its absolute and unfettered discretion, impose such further terms and conditions and also make such changes to these Terms and Conditions as well as to any of the Bank's other terms and conditions applicable to each of the Services or Applications available under the Service, as the Bank may in its absolute and unfettered discretion deem fit. Prior to any change in the terms and conditions hereof, the Bank will notify the Customer by such method of notification as specified herein above If the Customer does not agree to be bound by such changes, he shall cease all access and/or use of the Service thereafter and shall terminate this Agreement immediately by giving written notice to the Bank. The Customer further agrees that if he continues to use and/or access the Service after being notified of such changes, such use and/or access shall constitute acceptance by him of such changes and his agreement to abide and be bound by all such changes.

25.18 **NO ASSIGNMENT BY CUSTOMER** The Customer agrees and undertakes not to assign, licenses otherwise deal with this Agreement in any way. The Bank may, without notice or consent of the Customer, delegate or sub-contract any rights or obligations under this Agreement to any third party.

25.19 CONFIDENTIALITY

The Customer undertakes to maintain strict confidentiality as to the terms and conditions hereof and the Applications referred to herein, as well as all information, data and material pertaining to the Bank, to which the Customer may have access or to which he may become privy in the course of availing the Service, as well as after termination of this Agreement. The Customer agrees and acknowledges that any unauthorized disclosure by him or by his agents, employees, representatives, or service providers, of any information or data can cause colossal damage to the Bank for which the Customer will be liable.

25.20 PRIVACY POLICY

The Bank reserves the right to store information on a user's computer in the form of "cookie" or similar file for purposes of modifying the Site to reflect users' preferences. The Bank's Privacy Policy Statement provides additional information regarding Banks use of cookies as well as procedures for disabling cookies, which shall be considered as an integral part of these Terms and Conditions.

25.21 TERMS OF BANKING SERVICES

The Customer agrees that in addition to these Terms and Conditions, all other terms and conditions applicable to provision of any banking service by the Bank to its customers, opening and maintaining an account by the Customer with the Bank, and/or the Applications or other arrangements between the Bank and the Customer ("Terms of Banking Services") will continue to apply in full force and effect. In the event of any inconsistency between these Terms and the Terms of Banking Services, the Terms of Banking Services shall prevail in so far as the inconsistency relates to the particular Banking Service in question, and these Terms will prevail as far as the Service hereunder is concerned.

25.22 WAIVER

No forbearance, delay or indulgence by the Bank in enforcing any of the provisions of this Agreement shall prejudice or restrict the rights of the Bank in any way whatsoever nor any waiver of the Bank's rights at any time shall operate as a waiver of Bank's right to enforce that right at any later time or of any subsequent breach of that right and no right, power or remedy herein conferred upon or reserved for the Bank excludes any other right, power or remedy otherwise available to the Bank and each such right, power or remedy shall be independent of each other, unless where otherwise expressly stipulated in this Agreement.

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25.23 GOVERNING LAW

25.23.1 The Internet Banking Service and the above Terms and Conditions as well as related applications, agreements, documents, shall be governed in accordance with the laws of the Islamic Republic of Pakistan, in force from time to time, including all rules and regulations for the time being framed by the State Bank of Pakistan and other regulatory authorities in Pakistan.

25.23.2 The courts of the place within Pakistan at which the Branch of the Bank providing Internet Banking Service, or where the Account is maintained, is located, and Karachi shall have the non- exclusive jurisdiction to try all suits and other legal proceedings.

26. TERMINATION

26.1 The Customer may terminate the Service by written notice to the Bank, and where the Service relates to Card, along with the Card and all the Additional Cards, if any, issued by the Bank against the Account, all cut through the magnetic strip. Such notice will be given at least seven days prior to such termination. Notwithstanding such termination the Customer will be responsible for all his obligations to the Bank in respect of Transactions already concluded through the Service including transactions under process which the Bank in its absolute discretion considers not to be reversible.

26.2 The Bank may also terminate the Service and suspend or block the use of the Card at any time for any reason whatsoever, or without giving any reason. The Bank need not give any prior notice to the Customer of such suspension or blockage and non-availability of the Service at any time for any Transaction by the Customer will be deemed sufficient notice to the Customer for this purpose. The Customer confirms and agrees that he has acquired the Service strictly on this right of the Bank and undertakes not to raise any claim against the Bank for any loss or embarrassment which he may suffer or incur on account of such suspension or blockage.

26.3 Upon termination by the Bank, as provided in this Clause, the Customer shall forthwith stop using the Service and return the Cards, if any, issued by the Bank against the Account together with the Additional Cards, if any issued against the same Account, to the Bank cut through the magnetic strip.

26.4 The Agreement shall be deemed to remain in full force and effect and in so far as any Transaction is completed but not debited to the Account prior to termination thereof and transactions under process which the Bank in its Absolute discretion considers not to be reversible.

26.5 Termination of the Agreement shall not prejudice any liability of the Customer in respect of things done or omitted to be done prior to termination thereof.

26.6 Termination of this Agreement shall not affect the validity operation or effectiveness of any indemnity given by the Customer in respect of this Agreement for the Service, or affect any right or liability which may have accrued prior to termination; such indemnity shall survive the termination of this Agreement.

26.7 Termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly, or by implication, intended to come into or continue in force on or after such termination.

27. E-STATEMENT

27.1 In addition to the above conditions, the following conditions will apply for supply of e-statement if so requested by the Account Holder.

27.2 The Bank will send Statement of Account to the Customer in the form of e-statement at such intervals as may be directed by the regulators or as the Bank may in its discretion deem appropriate.

27.3 The Account holder hereby unconditionally agrees to accept and receive the e-Statement via email instead of physical statement and verifies and confirm that the designated email address is correct.

27.4 Any error or exception noted in the e-Statement should be reported to the Bank within 15 days on receipt of e-Statement otherwise the same shall be deemed as correct and acceptable by the Account holder.

27.5 The Account holder shall advice the Bank in writing, in case of change of in the email address or if he does not want the statement of account to be sent through email.

27.6 The Account holder agrees and accepts that transmission lines are not encrypted and that the email is not a secure means of transmission and is susceptible to viruses, errors, fraud, misuse, hacking, unauthorized / illegal interception, alteration, manipulation or access by any third party, or unauthorized usage thereof, and the Bank shall not be responsible or liable for the same.

General Terms Governing the Opening, Operation of Account(s) & Related Services

27.7 The Bank shall not be responsible for any delay, incomplete, improper or non-delivery of e-Statement for any reason whatsoever, including but not limited to telecommunication network failure or any other reason beyond the control of the Bank.

27.8 The Account holder shall not disclose the password to any third party and the use and storage of the account information, transaction details and any other information contained in the e-Statement shall be the sole responsibility of the Account holder.

27.9 The Account holder shall use the e-Statement for his personal information and record and shall not use or print and submit it for any legal requirement or to visa granting authorities or educational institutions within or outside the country. If needed, the Account holder may request the Bank to provide him computer generated hard copy of the Statement of Account.

27.10 In case of Corporate Account holder, it shall be the responsibility of the Account holder to ensure that the e-Statement shall be under the custody of authorized / designated employee(s) / director / partners of the company / firm.

27.11 The Account Holder shall indemnify the Bank for any claim, loss, damage or legal action arising as a result of transmission of the e-Statement, or for any access, misuse or fraudulent use thereof by any third party.

27.12 The Bank shall not be responsible or liable for any unauthorized or misuse of the e-Statement or any alteration / manipulation therein.

27.13 The above terms and conditions are subject to change from time to time at Bank's sole discretion without any prior notice to the customers. I / We hereby agrees with the terms and condition, which I / We have read, understand and confirm that the information supplied above is correct to the best of my / our knowledge.

I / We confirm that I / We have / have read, and understood the same and undertake and agree to observe and be bound by these rules, terms and conditions and any changes, supplements or modifications thereto that may be made by the Bank from time to time.

For Joint Account Holder :

I / We confirm that I / We have read and understood all terms and conditions of the account opening form (also digitally accessible in full version) and undertake and agree to observe and be bound by these rules, terms and conditions and any changes, supplements or modifications thereto that may be made by the Bank from time to time. Below appended signature on the last page is testament to the afore-said declaration.

Key Fact Statement for Deposit Accounts
ڈپازٹ اکاؤنٹس کیلئے کی فیکٹ اسٹیٹمنٹ

Habib Metropolitan Bank Ltd. حبیب میٹروپولیٹن بینک لمیٹڈ، Branch _____ برانچ City _____ شہر	Date تاریخ	(to be filled by branch) (برانچ کی جانب سے پُر کیا جائے گا)
	IMPORTANT: Read this document carefully if you are considering opening a new account. It is available in English and Urdu. You may also use this document to compare different accounts offered by other banks. You have the right to receive KFS from other banks for comparison. اہم ترین: اگر آپ نیا اکاؤنٹ کھولنے پر غور کر رہے ہیں تو اس دستاویز کو غور سے پڑھیں۔ یہ انگریزی اور اُردو دونوں زبانوں میں دستیاب ہے۔ آپ اس دستاویز کو دوسرے بینکس کی طرف سے پیش کردہ مختلف اکاؤنٹس کا موازنہ کرنے کیلئے بھی استعمال کر سکتے ہیں۔ آپ موازنے کیلئے دوسرے بینکس سے بھی بنیادی حقائق کا اسٹیٹمنٹ (کے ایف ایس) حاصل کرنے کا حق رکھتے ہیں۔	

Account Types & Salient Features:
This information is accurate as of the date above. Services, fees and mark up rates may change on half-yearly basis. For updated Fees / charges, you may visit our website or visit our branches.

اکاؤنٹ کی اقسام اور نمایاں خصوصیات:
یہ معلومات اوپر درج تاریخ کے مطابق درست ہیں۔ خدمات، فیس اور مارک اپ کی شرح ششماہی بنیادوں پر تبدیل ہو سکتی ہے۔ اپ ڈیٹڈ فیس/ چارجز کیلئے، آپ ہماری ویب سائٹ وزٹ کر سکتے ہیں یا ہماری برانچز پر تشریف لا سکتے ہیں۔

Particulars تفصیلات		NRVA Current Account (Subhead Non-Resident 20372) NRVA کرنٹ اکاؤنٹ (سب ہیڈ غیر رہائشی 20372)	NRVA Saving Account (Subhead Non-Resident 20633) NRVA سیونگ اکاؤنٹ (سب ہیڈ غیر رہائشی 20633)	FCVA Current Account (Subhead Resident 20374 Non-Resident 20373) FCVA کرنٹ اکاؤنٹ (سب ہیڈ رہائشی-20374 غیر رہائشی-20373)	FCVA Saving Account (Subhead Resident 20635 Non-Resident 20634) FCVA سیونگ اکاؤنٹ (سب ہیڈ رہائشی-20635 غیر رہائشی-20634)
Conventional کنونشنل					
Roshan Digital Account روشن ڈیجیٹل اکاؤنٹ					
Currency کرنسی		PKR روپے	PKR روپے	USD, GBP, EURO, SAR & AED امریکی ڈالر، پاؤنڈ، یورو، درہم اور سعودی ریال	USD, GBP, EURO, SAR & AED امریکی ڈالر، پاؤنڈ، یورو، درہم اور سعودی ریال
Minimum Balance for Account اکاؤنٹ کیلئے کم سے کم بیلنس	To open کھولنے کیلئے	None کوئی نہیں	None کوئی نہیں	None کوئی نہیں	None کوئی نہیں
	To keep برقرار رکھنے کیلئے	None کوئی نہیں	None کوئی نہیں	None کوئی نہیں	None کوئی نہیں
Account Maintenance Fee اکاؤنٹ برقرار رکھنے کی فیس		None کوئی نہیں	None کوئی نہیں	None کوئی نہیں	None کوئی نہیں
Is Profit Paid on account Subject to the applicable tax rate کیا اکاؤنٹ پر ادا کیا جانے والا منافع قابلِ اطلاق شرح ٹیکس سے مشروط ہوتا ہے		No نہیں	Yes ہاں	No نہیں	Yes ہاں
Indicative Profit Rate. (%) انڈیکیٹیو شرحِ منافع (%)		N/A دستیاب نہیں	A) Natural Persons (Individual) maintaining a monthly average deposit balance up to PKR 10 Million: 10.50% B) Natural Persons (Individual) maintaining a monthly average deposit balance exceeding PKR 10 Million: 9.50% الف) انفرادی صارفین جن کے ماہانہ اوسط ڈپازٹ بیلنس کی رقم 1 کروڑ پاکستانی روپے تک ہو: 10.50% ب) انفرادی صارفین جن کے ماہانہ اوسط ڈپازٹ بیلنس کی رقم 1 کروڑ پاکستانی روپے سے زائد ہو: 9.50%	N/A دستیاب نہیں	$ 0.25% p.a £ 0.25% p.a € 0.10% p.a $0.25% سالانہ £0.25% سالانہ €0.10% سالانہ ششماہی
Profit Payment Frequency منافع کی ادائیگی کی فریکوینسی		N/A دستیاب نہیں	Half Yearly ششماہی	N/A دستیاب نہیں	Half Yearly

Example of Rate: **شرح کی مثال**	N/A دستیاب نہیں	On Each Rs. 100,000 you can earn A) Rs. 5,250/- B) Rs. 4,750/- excluding WHT on half yearly basis. ہر-/100,000 روپے پر آپ الف) -/5,250 روپے ب) -/4,750 روپے (علاوہ WHT) ششماہی بنیاد پر کما سکتے ہیں	N/A دستیاب نہیں	On each $ 100,000 you can earn $ 125 (excl. WHT) on half yearly basis On each £ 100,000 you can earn £ 125 (excl. WHT) on half yearly basis On each € 100,000 you can earn € 50 (excl. WHT) on half yearly basis آپ ششماہی بنیاد پر ہر $100,000 پر $125 (علاوہ WHT) کما سکتے ہیں آپ ششماہی بنیاد پر ہر £100,000 پر £125 (علاوہ WHT) کما سکتے ہیں آپ ششماہی بنیاد پر ہر €100,000 پر €50 (علاوہ WHT) کما سکتے ہیں
Premature/Early Encashment/Withdrawal Fee قبل از وقت/جلدی انکیشمنٹ/ وِدڈرال فیس	N/A دستیاب نہیں	N/A دستیاب نہیں	N/A دستیاب نہیں	N/A دستیاب نہیں

Service Charges
IMPORTANT:This is a list of the main service charges for this account. It does not include all charges. You can find a full list at our branches, or on our website at https://www.habibmetro.com/schedule-of-charges/#. Please note that all bank charges are exclusive of applicable taxes.

سروس چارجز:

اہم ترین: یہ اس اکاؤنٹ کیلئے بنیادی سروس چارجز کی فہرست ہے۔ اس میں تمام چارجز شامل نہیں ہیں۔ آپ مکمل فہرست ہماری برانچز، یا ہماری ویب سائٹ https://www.habibmetro.com/schedule-of-charges/# سے حاصل کر سکتے ہیں۔
ازراہِ کرم نوٹ کر لیں کہ تمام بینک چارجز قابلِ اطلاق ٹیکسز کے علاوہ ہیں۔

Conventional کنونشنل

Roshan Digital Account روشن ڈیجیٹل اکاؤنٹ

Services سروسز/خدمات	**Modes** نوعیت	**NRVA Current Account (Subhead Non-Resident 20372)** NRVA کرنٹ اکاؤنٹ (سب ہیڈ غیر رہائشی 20372)	**NRVA Saving Account (Subhead Non-Resident 20633)** NRVA سیونگ اکاؤنٹ (سب ہیڈ غیر رہائشی 20633)	**FCVA Current Account (Subhead Resident 20374 Non-Resident 20373)** FCVA کرنٹ اکاؤنٹ (سب ہیڈ رہائشی-20374 غیر رہائشی-20373)	**FCVA Saving Account (Subhead Resident 20635 Non-Resident 20634)** FCVA سیونگ اکاؤنٹ (سب ہیڈ رہائشی-20635 غیر رہائشی-20634)
Cash Transaction نقد لین دین (کیش ٹرانزیکشن)	Intercity انٹر سٹی	0	Rs. 375/- (flat) per trans. 375 روپے (فلیٹ) فی ٹرانزیکشن	0	0
	Intra-city انٹرا-سٹی	0	0	0	0
	Own ATM withdrawal اپنی ATM سے رقم نکلوانے پر	0	0	N/A دستیاب نہیں	N/A دستیاب نہیں
	Other Bank ATM دوسرے بینک کی ATM سے	Rs. 35 per transaction -/35 روپے فی ٹرانزیکشن	Rs. 35 per transaction -/35 روپے فی ٹرانزیکشن	N/A دستیاب نہیں	N/A دستیاب نہیں
SMS Alerts ایس ایم ایس الرٹس	ADC / Digital ڈیجیٹل/ADC	0 (Customer to opt for ADC/digital transaction SMS alert facility only) (ADC/ڈیجیٹل ٹرانزیکشن منتخب کرنے والے صارف کیلئے صرف SMS الرٹ کی سہولت)		N/A دستیاب نہیں	N/A دستیاب نہیں
	Clearing کلیئرنگ	(No separate charges, already included in all transaction SMS Alert service) (کوئی الگ چارجز نہیں، پہلے سے ہی تمام ٹرانزیکشنز کی ایس ایم ایس الرٹ سروس میں شامل ہے)		N/A دستیاب نہیں	N/A دستیاب نہیں
	For other transactions /All transactions دیگر ٹرانزیکشنز/ تمام ٹرانزیکشنز کیلئے	Local Number Rs. 300 per month International Number Rs. 500 per month لوکل نمبر 300 روپے فی ماہ انٹرنیشنل نمبر 500 روپے فی ماہ		N/A دستیاب نہیں	N/A دستیاب نہیں

Debit Cards ڈیبٹ کارڈز	Premium پریمیم	Rs. 3,300/- 3,300/- روپے	Rs. 3,300/- 3,300/- روپے	N/A دستیاب نہیں	N/A دستیاب نہیں
	Gold گولڈ	Rs. 4,400/- 4,400/- روپے	Rs. 4,400/- 4,400/- روپے	N/A دستیاب نہیں	N/A دستیاب نہیں
	Platinum پلاٹینم	Rs. 7,500/- 7,500/- روپے	Rs. 7,500/- 7,500/- روپے	N/A دستیاب نہیں	N/A دستیاب نہیں
	PayPak پے پاک	N/A دستیاب نہیں	N/A دستیاب نہیں	N/A دستیاب نہیں	N/A دستیاب نہیں
Conventional کنونشنل					
Roshan Digital Account روشن ڈیجیٹل اکاؤنٹ					
Services سروسز/خدمات	**Modes** نوعیت	**NRVA Current Account (Subhead Non-Resident 20372)** NRVA کرنٹ اکاؤنٹ (سب ہیڈ غیر رہائشی 20372)	**NRVA Saving Account (Subhead Non-Resident 20633)** NRVA سیونگ اکاؤنٹ (سب ہیڈ غیر رہائشی 20633)	**FCVA Current Account (Subhead Resident 20374 Non-Resident 20373)** FCVA کرنٹ اکاؤنٹ (سب ہیڈ رہائشی-20374 غیر رہائشی-20373)	**FCVA Saving Account (Subhead Resident 20635 Non-Resident 20634)** FCVA سیونگ اکاؤنٹ (سب ہیڈ رہائشی-20635 غیر رہائشی-20634)
Cheque Book چیک بک	Issuance اجرا	First Rs. 0, Subsequent Rs. 29/- Per Leaf Or Equivalent In Other Currencies Or Charges Waived, If Avg Monthly Balance Maintained During Last Month => 3 Million Or Equivalent In Other Currencies پہلے چیک بک کا اجرا: مفت -/29 روپے فی ورق یا دیگر کرنسیز کے مساوی قابل واپسی اگر پچھلے مہینے کیلئے برقرار رکھا گیا اوسط ماہانہ بیلنس 3 ملین سے زیادہ ہو یا دیگر کرنسیز کے مساوی	Rs. 29 per leaf -/29 روپے فی صفحہ	First Rs. 0, Subsequent Rs. 29/- Per Leaf Or Equivalent In Other Currencies Or Charges Waived, If Avg Monthly Balance Maintained During Last Month => 3 Million Or Equivalent In Other Currencies پہلے چیک بک کا اجرا: مفت -/29 روپے فی ورق یا دیگر کرنسیز کے مساوی قابل واپسی اگر پچھلے مہینے کیلئے برقرار رکھا گیا اوسط ماہانہ بیلنس 3 ملین سے زیادہ ہو یا دیگر کرنسیز کے مساوی	Rs. 29 per leaf (eqv. in other currencies) -/29 روپے فی ورق (دیگر کرنسیز کے مساوی)
	Stop payment پیمنٹ رکوانا	Rs. 625 per instruction -/625 روپے فی انسٹرکشن	Rs. 625 per instruction -/625 روپے فی انسٹرکشن	Rs. 625 per instruction (eqv. in other currencies) -/625 روپے فی انسٹرکشن (دیگر کرنسیز کے مساوی)	
	Loose cheque لوز چیک	N/A دستیاب نہیں	N/A دستیاب نہیں	N/A دستیاب نہیں	N/A دستیاب نہیں
Remittance (Local) ترسیلات زر/ریمیٹنس (مقامی)	Banker Cheque / Pay Order بینکر چیک/پے آرڈر	Pay Order: Rs. 0 **Demand Draft:** Upto Rs. 10,000: Rs. 100/- (flat) Rs.10,001 to Rs. 100k: 0.20% min. Rs. 100 Over Rs. 100k: 0.075% min. Rs. 200 پے آرڈر: -/0 روپے **ڈیمانڈ ڈرافٹ:** -/10,000 روپے تک: -/100 روپے (فلیٹ) 10,001 روپے سے 100,000 روپے تک: 0.20% کم از کم 100 روپے 100,000 روپے سے زیادہ: 0.075% کم از کم 200 روپے		0 (PO will be issued in PKR) (PO روپے میں جاری کیا جائے گا)	
Remittance Foreign غیر ملکی ترسیلات زر/ریمیٹنس	Foreign Demand Draft غیر ملکی ترسیلات زر/ریمیٹنس	$20 or equivalent in other currencies $20 اور اس کے مساوی دیگر کرنسیز میں		$20 or equivalent in other currencies $20 اور اس کے مساوی دیگر کرنسیز میں	
	Wire Transfer وائر ٹرانسفر	0		0	
Statement of Account اکاؤنٹ کا اسٹیٹمنٹ	Annual سالانہ	0	0	0	0
	Half Yearly ششماہی	0	0	0	0
	Duplicate ڈپلیکیٹ	Rs. 28 per statement 28 روپے فی اسٹیٹمنٹ		Rs. 28/- per statement or eqv in other currencies 28 روپے فی اسٹیٹمنٹ یا دیگر کرنسی کے مساوی	

Fund Transfer فنڈ ٹرانسفر	ADC / Digital Channels ڈیجیٹل چینلز / ADC	Fund Transfer (HABIBMETRO to HABIBMETRO): Free Inter Bank Fund Transfer (IBFT): Up To Rs. 25,000/- per month: Free Above Rs. 25,000/- per month: 0.1% of the transaction amount Or Rs. 200/- whichever is lower فنڈ ٹرانسفر (حبیب میٹرو سے حبیب میٹرو): مفت انٹر بینک فنڈ ٹرانسفر (IBFT): -/25,000 روپے تک ماہانہ: مفت -/25,000 روپے سے زیادہ ماہانہ: ٹرانزیکشن کی رقم کا 0.1% یا -/200 روپے جو بھی کم ہو	0 (to own NRVA account only) صرف NRVA اکاؤنٹ کے مالک کیلئے	0 (to own NRVA account only) صرف NRVA اکاؤنٹ کے مالک کیلئے
	Others	^	^	^	^
Digital Banking ڈیجیٹل بینکنگ	Internet Banking subscription (one- time & annual) انٹرنیٹ بینکنگ سبکرپشن (ایک بار اور سالانہ)	0	0	0	0
	Mobile Banking subscription (one- time & annual) موبائل بینکنگ سبکرپشن (ایک بار اور سالانہ)	0	0	0	0
Clearing کلیئرنگ	Normal عمومی (نارمل)	N/A دستیاب نہیں	N/A دستیاب نہیں	N/A دستیاب نہیں	N/A دستیاب نہیں
	Intercity انٹرسٹی	N/A دستیاب نہیں	N/A دستیاب نہیں	N/A دستیاب نہیں	N/A دستیاب نہیں
	Same Day اُسی دن	N/A دستیاب نہیں	N/A دستیاب نہیں	N/A دستیاب نہیں	N/A دستیاب نہیں
Closure of Account اکاؤنٹ کی بندش	Customer request کسٹمر کی درخواست	0	0	0	0

You Must Know
یہ سب کچھ آپ کو لازماً معلوم ہونا چاہیے:

Requirements to open an account: To open the account you will need to satisfy some identification requirements as per regulatory instructions and banks' internal policies. These may include providing documents and information to verify your identity. Such information may be required on a periodic basis. Please ask us for more details.

اکاؤنٹ کھولنے کی شرائط: اکاؤنٹ کھولنے کیلئے آپ کو ریگولیٹری ہدایات اور بینکس کی داخلی پالیسیز کے مطابق کچھ شناختی شرائط/تقاضے پورے کرنے ہوں گے۔ ان میں آپ کی شناخت کی تصدیق کیلئے دستاویزات اور معلومات فراہم کرنا شامل ہوسکتا ہے۔ اس طرح کی معلومات وقتاً فوقتاً درکار ہوسکتی ہیں۔ ازراہِ کرم مزید تفصیلات کیلئے ہم سے پوچھیں۔

Cheque Bounce: Dishonoring of cheques is subject to a criminal trial in Pakistan. Accordingly, you should be writing cheques with utmost prudence.

چیک باؤنس: پاکستان میں چیک کے باؤنس ہوجانے پر مجرمانہ مقدمے کا اطلاق ہوتا ہے۔ لہٰذا آپ کو انتہائی احتیاط کے ساتھ چیک لکھنا چاہیے۔

Section 489(F) of Pakistan Penal Code states that, "Whoever dishonestly issues a cheque towards re-payment of a loan or fulfillment of an obligation which is dishonored on presentation, shall be punishable with imprisonment which may extend to three years, or with fine, or with both, unless can establish, for which burden of proof shall rest on him, that he had made arrangements with his bank to ensure that the cheque would be honored and that the bank was at fault in not honoring the cheque."

پاکستان پینل کوڈ کی دفعہ 489(F) میں کہا گیا ہے کہ، ''جو شخص بے ایمانی سے قرض کی ادائیگی یا کسی ذمّے داری کی تکمیل کیلئے ایسا چیک جاری کرتا ہے، جس کو پیش کرنے پر وہ باؤنس ہوگیا ہو، تو اسے قید کی سزا دی جائے گی جو تین سال تک قید یا جرمانہ، یا دونوں کے ایک ساتھ ہوسکتی ہے، جب تک کہ یہ ثابت نہ کرسکے کہ اس پر ثبوت کی کون سی ذمّے داری عائد ہوگی، کہ اس نے اپنے بینک کے ساتھ اس بات کو یقینی بنانے کیلئے انتظامات کیے تھے کہ چیک کا احترام کیا جائے گا اور یہ کہ بینک چیک کا احترام نہ کرنے میں غلطی پر تھا۔''

Safe Custody: Safe custody of access tools to your account like ATM cards, PINs, Cheques, e-banking usernames, passwords; other personal information, etc. is your responsibility. Bank cannot be held responsible in case of a security lapse at the customer's end.

محفوظ تحویل: آپ کے اکاؤنٹ تک رسائی کے آلات کی محفوظ تحویل جیسے اے ٹی ایم کارڈز، پن، چیک، ای بینکنگ صارف نام، پاس ورڈ؛ دیگر ذاتی معلومات وغیرہ آپ کی ذمّے داری ہے اور کسٹمر کی حد تک اس کی سیکیورٹی کی خرابی یا نقص کی صورت میں بینک کو ذمّے دار نہیں ٹھہرایا جاسکتا۔

Moreover, HABIBMETRO will never ask your personal information like user ID, password, PIN, CVV etc. via phone, SMS or email. Please do not share these details with anyone.

مزید برآں، حبیب میٹرو کبھی بھی فون، ایس ایم ایس یا ای میل کے ذریعے آپ کی ذاتی معلومات جیسے صارف کی شناخت، پاس ورڈ، پن، سی وی وی وغیرہ نہیں پوچھے گا۔ ازراہِ کرم ان تفصیلات کو کسی کے ساتھ شیئر نہ کریں۔

Record updation: Always keep profiles/records updated with the bank to avoid missing any significant communication. You can contact your Account Maintaining Branch to update your information.

ریکارڈ اپڈیشن: ہمیشہ پروفائلز/ریکارڈز کو بینک کے ساتھ اپ ڈیٹ کرتے رہیں تاکہ کسی بھی اہم پیغام سے محروم نہ رہیں۔ آپ اپنی معلومات کو اپ ڈیٹ کرنے کیلئے اپنے اکاؤنٹ مینٹیننگ برانچ سے رابطہ کرسکتے ہیں۔

What happens if you do not use this account for a long period? If your account remains inoperative for 12 months, it will be treated as dormant. If your account becomes dormant, only credit transactions are allowed and debit transactions / withdrawals shall not be allowed.

اگر آپ اس اکاؤنٹ کو طویل عرصے تک استعمال نہیں کرتے ہیں تو کیا ہوگا؟ اگر آپ کا اکاؤنٹ 12 ماہ تک غیر فعال رہتا ہے، تو اُسے غیر فعال سمجھا جائے گا۔ اگر آپ کا اکاؤنٹ غیر فعال ہوجاتا ہے، تو صرف کریڈٹ ٹرانزیکشنز کی اجازت ہے اور ڈیبٹ ٹرانزیکشنز/نکلوانے کی اجازت نہیں ہوگی۔

To reactivate your account, you must visit your Account Maintaining Branch for completing necessary formalities such as original & copy of identity document, request, perform biometric verification etc. for re-activation of your dormant account.

اپنے اکاؤنٹ کو دوبارہ فعال کرنے کیلئے، آپ کو اپنے غیر فعال اکاؤنٹ کو دوبارہ ایکٹیویٹ کرنے کیلئے ضروری فارمیلٹیز جیسے کہ شناختی دستاویز کی اصل اور کاپی، درخواست، بائیومیٹرک تصدیق وغیرہ مکمل کرنے کیلئے اپنے اکاؤنٹ مینٹیننگ برانچ پر تشریف لانا ہوگا۔

In case of non-resident account holders who cannot visit the branch in-person for re-activation of his / her dormant account, shall submit the written request along with copy of identification documents duly attested by the Pakistan Embassy / consulate located at the country of your resident.

غیر مقیم کھاتہ داروں کی صورت میں جو اپنے غیر فعال اکاؤنٹ کو دوبارہ فعال کرنے کیلئے ذاتی طور پر برانچ کا دورہ نہیں کرسکتے، تحریری درخواست کے ساتھ شناختی دستاویزات کی کاپی جمع کرائیں جن کی تصدیق آپ کے قیام کے ملک میں واقع پاکستانی سفارت خانے/قونصل خانے سے کی گئی ہو۔

Unclaimed Deposits: In terms of Section 31 of Banking Companies Ordinance, 1962 all deposits which have not been operated during the period of last ten years, except deposits in the name of a minor or a Government or a court of law, are surrendered to State Bank of Pakistan (SBP) by the relevant banks, after meeting the conditions as per provisions of law. The surrendered deposits can be claimed through the respective banks. For further information, please contact your Account Maintaining Branch.

غیر دعویدار ڈپازٹس: بینکنگ کمپنیز آرڈیننس 1962ء کے سیکشن 31 کے تحت تمام ڈپازٹس جو پچھلے دس سالوں کے دوران آپریٹ نہیں کیے گئے، علاوہ ان ڈپازٹس کے جو کسی نابالغ صارف یا حکومت یا عدالت کے نام سے ہوں، اسٹیٹ بینک آف پاکستان کی تحویل میں دے دیئے جائیں گے۔ ان اکاؤنٹس کیلئے دعوی دار ہونے کا کلیم متعلقہ بینکس کے ذریعے کیا جاسکتا ہے۔ مزید معلومات کیلئے، ازراہِ کرم اپنے اکاؤنٹ مینٹینگ برانچ سے رابطہ کریں۔

Closing this account: In order to close your account, please visit your Account Maintaining Branch along with original identity document, submit account closing request, surrender items (if any) such as Debit card(s), unutilized cheque book(s), locker(s) etc. and provide reason for closing the account.

اس اکاؤنٹ کو بند کرنا: اپنا اکاؤنٹ بند کرنے کیلئے، ازراہِ کرم اصل شناختی دستاویز کے ساتھ اپنی اکاؤنٹ مینٹینگ برانچ پر جائیں، اکاؤنٹ بند کرنے کی وجہ فراہم کریں اور اکاؤنٹ بند کرنے کی درخواست اور آئٹمز (اگر کوئی ہیں) جیسے ڈیبٹ کارڈ، غیر استعمال شدہ چیک بک، لاکر(ز) وغیرہ جمع کروائیں۔

How can you get assistance or make a complaint?
Complaint Resolution Unit,
Habib Metropolitan Bank Limited, Al-Manzoor Building 1st Floor,
Dr. Ziauddin Ahmed Road, Karachi. T
021-3264-4704
Helpline: 111-1-(HABIB) 42242
Email: complaints@habibmetro.com
Website: https://www.habibmetro.com/

آپ کس طرح مدد حاصل کر سکتے ہیں یا شکایت درج کروا سکتے ہیں؟
کمپلین ریزولوشن یونٹ،
حبیب میٹروپولیٹن بینک لمیٹڈ، المنظور بلڈنگ پہلی منزل، ڈاکٹر ضیاءالدین احمد روڈ، کراچی۔
ٹیلی فون: 021-3264-8418,021-3264-4704
ہیلپ لائن: 111-1-(HABIB) 42242
ای میل: complaints@habibmetro.com
ویب سائٹ: https://www.habibmetro.com/

If you are not satisfied with our response, you may contact:
Banking Mohtasib Pakistan,
5th Floor, Shaheen Complex, M. R. Kayani Road, Karachi. Email: info@bankingmohtasib.gov.pk
Phone number: 021-99217334-8

اگر آپ ہمارے جواب سے مطمئن نہیں ہیں، تو آپ رابطہ کر سکتے ہیں:
بینکنگ محتسب پاکستان،
پانچویں منزل، شاہین کمپلیکس، ایم آر کیانی روڈ، کراچی۔
ای میل info@bankingmohtasib.gov.pk
فون نمبر 021-99217334-8

I ACKNOWLEDGE RECEIVING AND UNDERSTAND THIS KEY FACT STATEMENT
میں نے بنیادی حقائق کا اسٹیٹمنٹ حاصل کر لیا اور سمجھ لیا ہے

Customer Name: صارف نام			Date: تاریخ
Product Chosen: پروڈکٹ منتخب کردہ:			
Mandate of account: مینڈیٹ اکاؤنٹ کا	Single/Joint/Either or Survivor سنگل/ جوائنٹ/ کوئی بھی یا جو حیات ہو		
Address پتہ			
Contact No.: رابطہ نمبر		Mobile No. موبائل نمبر	Email Address ای میل ایڈریس
Customer Signature کسٹمر کے دستخط		Signature Verified دستخط کی تصدیق	