

Terms & Conditions for Faysal Digi Bank

These Terms and Conditions are applicable for the Services (defined below) and are applicable to all the Devices (defined below) through which the Services may be accessed.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

Account: Means a Rupee or a Foreign Currency Bank Account maintained by a Customer with the Bank. All references that refer to singular shall be deemed to include plural.

Account Holder: Means a person(s) who maintain(s) one or more Accounts with the Bank.

Alternate Channel: Means Customer touch point other than Branch, including but not limited to ATM, Mobile, Internet, POS, Call Center, Phone Banking through which transactions/instructions/or requests can be performed or taken.

Account Information: means information pertaining to the Account(s) maintained by the Customer with the Bank.

Bank: means the Faysal Bank.

Biller /Payee: Means the recipient of funds or other services as prescribed by the sender of funds, who may also be the account holder.

Customer means the person who holds an Eligible Account with the Bank.

Device: means computer, mobile telephone, digital tablets, personal digital assistant or such other devices linked to the system of the Bank to access the Services.

Digital Channel/ Banking: means our service covering overall Mobile banking ,internet Banking and online banking services like WhatsApp when accessed using the internet.

Login Password means a secret series/sequence of characters that is used to confirm Customer's identity at the time of transaction and which is generated by the system of the Bank for the first time and thereafter changed by the customer from time to time.

MPIN number is 4 digits password to login on Faysal Mobile App. This password is setup by the customer and may be changed from time to time.

OTP means One Time Password: it's a temporary, secure PIN-code sent to you via SMS or e-mail that is valid only for one session.

Biometric Login is a service where you may use your fingerprint or face id registered on a permitted mobile device in lieu of your FBL mobile banking username and password as a security code to confirm your identity to access the Bank's mobile banking services.

Device Binding – One time OTP verification to bind customer device. Once device is binded system will not ask for OTP on recurring Logins from that same device. This will be treated as customer consent to login from that same device without OTP verification.

Statement means bank statement, a summary of financial transactions which have occurred over a given period on a bank account held by a person or business with a financial institution or similar documentation, as applicable, depending on the service.

Service means the Bank's electronic banking/ digital banking services available and provided by the Bank which enables the Customer/you to obtain information from the Bank and give instructions to the Bank to carry out certain banking transactions/services (as may be allowed by the Bank from time to time) including but not limited to local fund transfer, inter- bank fund transfer, utility bill payment, mobile top ups and own card payment pertaining to the Eligible Accounts through a Device.

Security Details means the User Login ID, Login Password, Biometric Login, One-Time Password (OTP), MPIN, agreed between the User and us that are used in the security and authentication procedure(s).

Service Software means any software supplied to Customer/you whenever Customer/you access the Service and any other software the Bank will supply to you for the purpose of accessing the Service from time to time.

1.2 Interpretation

In these Terms and Conditions, unless the context shall otherwise require:

- (i) References to “we”, “us” or “our” are references to FBL & Faysal DigiBank.
- (ii) References to “you” or “your” are references to the Customer in whose name(s) the Eligible Account is being maintained.
- (iii) The words “include” and “including” shall not be construed as having any limiting effect;
- (iv) The singular includes the plural and vice versa;
- (v) A gender includes the other genders;
- (vi) The headings are used for convenience only and do not affect the interpretation of these Terms and Conditions;
- (vii) The words "in writing" include any communication sent by letter, facsimile transmission or email;
- (viii) A reference to a document includes the document as modified from time to time and any document replacing it; and
- (ix) The word "person" includes a natural person/individual business etc.

1.3 Scope

- 1.3.1 Customer hereby agrees that any or all Account(s) as defined in definition of Account(s) above maintained by Customer with Bank shall be tagged/connected with Digital Channel. In this respect, Customer will be able to avail the Service available via respective Account(s).

These terms and conditions govern the relationship regarding the Faysal bank digital channels. The Bank reserves the right to change the terms and conditions at any time. Any such change may be notified to you, in writing or by being published on the Website of the Bank. These terms and conditions shall be in addition to and not in derogation of the terms and conditions that are applicable to any Account, Noor/Debit Cards issued by the Bank, Product(s) and Services provided by/ maintained at /with Bank.

2. Availability of the Services

- 2.1 The Service will only be available on Devices which meet the required specifications and configurations as specified by the Bank from time to time. Accordingly, you agree to procure and maintain a Device accessing internet and data connection which meet these requirements at your own expense. By requesting for the Services, you must be aware that the Bank at its sole discretion may discontinue the Services at any time without any prior notice.

- 2.2 You hereby agree that the Service will be available on all Eligible Accounts enrolled with us, whether open now or opened in the future.
- 2.3 In order to use the Service, you must be registered by us to use the Service.
- 2.4 You also agree that your telephone conversation(s) with any authorized representative(s) may be recorded at the discretion of the Bank for any particular purpose including use incompetent courts of law for evidence purposes. There will be a process of call back confirmation in case the personal details provided by you do not match the personal details in our systems.
- 2.5 You irrevocably and unconditionally accept as binding any Service availed and/or transaction and/or instruction made or given through the Service by you at your own risk and responsibility.
- 2.6 The Bank's records of any transaction/service processed/availed through the Service shall constitute binding and conclusive evidence of such transaction/services

3. Responsibilities and Obligations of the Customer

- 3.1 To ensure that you alone are able to access and give instructions on your Eligible Accounts using the Service, you must adopt and at all times maintain the following security procedures and such other guidelines as may be provided in this regard by the Bank from time to time through notification on its website and/or through email/SMS alerts and/or other forms feasible to the bank.
- 3.2 To enable you to use the Service, The Login Password/ Biometric Login /MPIN & OTP will be used to identify you whenever you access the Service. To carry out financial transaction through the Services you will be required to enter OTP which you will have to enter before executing any financial transaction.
- 3.3 You can login to Faysal DigiBank by using the biometric(s) (Face ID or Touch ID) that are enabled on your Mobile Phone. In case multiple biometrics are enabled on your device, it will be your responsibility if login is authorized via any of them.

4. Safeguarding Your Passwords

4.1 Securing The Passwords

In connection with your Passwords:

- (i) You should change your Login Password and MPIN regularly and shall do so whenever the Service requires you to do so. You should not choose a Login Password and MPIN you have used before;
- (ii) Whenever you choose a Login Password, you must take care not to choose password that is likely to be guessed by anyone trying to access the Service pretending to be you. For example, you should avoid your own or a relative's birthday, or any part of your telephone number;
- (iii) You must take all reasonable steps to ensure that you safeguard your Login Password at

all times. You must not disclose any details of your Login Password to anyone else, including a member of our staff, or to someone giving assistance on a technical helpdesk in connection with the Service;

- (iv) You must not record your Login Password and MPIN in a way that could make them recognizable by someone else as Login Password;
- (v) If you discover or suspect that your Login Password or any part of them are known to someone else, you must immediately change the Login Password yourself through the Service. If this is not possible, you must notify us immediately by telephoning us on 111-06-06-06 (or any other number we may advise you of from time to time for this purpose). We will suspend use of the Service until new password has been set up. Please note that the Bank will not under any circumstances be held responsible for any unauthorized use of the Services prior to notification made.
- (vi) Never share your Login Password, OTP or any personal details/information with anyone. In case of breach of this condition, FBL shall not be liable for any dispute, loss, damage which may occur and/or be sustained by you.
- (vii) You acknowledge that after initial registration we will never contact you, or ask anyone to do so on our behalf, with a request to disclose your Security Details in full. If you receive any such request from anyone (even if they are using our name and logo and appear to be genuine) then it is likely to be fraudulent and you must not supply your Security Details to them in any circumstances. You should report any such requests to us immediately on FBL Helpline 021-111-06-06-06.
- (viii) Where any transaction on any of your account(s) is confirmed by use of the Security Details but you subsequently show that the transaction was not authorized by you, you will not be liable for that transaction provided that you can provide evidence that you have kept your Security Details confidential, you have acted with reasonable care and in accordance with these Terms, and there is no evidence that you have acted fraudulently.
- (ix) You will be responsible for all instructions given by you or anyone acting with your authority between the time you pass the security procedures and the time you exit from the Service. In your own interests, you should not leave the computer/device you are using to access the Service unattended while you are logged onto the Service and/or our website and further you should ensure that you log out from the Service at the end of each session.
- (x) Notwithstanding anything stated elsewhere in these Terms and despite the correct use of the security procedures and Security Details, we shall be entitled in our sole discretion (but shall not be obliged) to seek offline and/or additional written or other confirmation from you of any instruction, transaction or activity as we may deem fit.
- (xi) We may refuse access to the Service if we suspect that an unauthorized person is attempting to log into the Service/your account(s) or if incorrect security details are used in attempting to log in.
- (xii) You must give us all the information you have regarding unauthorized access to your account(s) to enable us to investigate the matter and you will cooperate with us and any

legal authority including without limitation the police in any investigation, giving us prompt access to any computer that you have access to and/or is under your control.

- (xiii) If you forget your Login Password we will, subject to verification allow you to setup new password. For security reasons you must change this new password as soon as it is received, and until then this new password shall be deemed to be your password and you will be responsible and liable for all transactions pursuant thereto. Upon generation of the new password, we shall discontinue the use of the old password. However, you shall be responsible and liable for all transactions that are carried out by the use of the old password, till the time of discontinuation of the old password
- (xiv) In case you fail to safeguard your login credentials/OTPs and request a compensation on a claim of fraudulent activity(s) through FBL's Mobile or Internet Banking Channel on the basis of social engineering etc. FBL's team may request legal documentations like First Investigation Report (FIR) from you for the investigation of the case.

- **Checking your statements**

If you become aware of any transaction on any of your Eligible Accounts that has not been validly authorized by you, you must notify us immediately by telephoning us on 111-06-06-06 (or any other number we may advise you off from time to time for this purpose). It is required of you for all your Eligible Accounts, to check all bank statements for any unauthorized transactions.

- **Other security safeguards**

- (i) You must not allow anyone else to operate the Service on your behalf. In case of breach of this condition FBL shall not be liable for any loss and/or damage which may consequently occur to you.
- (ii) You must not leave the Device unattended while you are using the Service. This applies whether the Device has been sourced independently of us or a Device provided by us to access the Service in one of our branches. However, the public nature of our branches makes it particularly important that if you access the Service from a Device in one of our branches you do not leave that Device unattended while on-line and you ensure that you have gone off-line before leaving the branch.
- (iii) You must not access the Service from any Device connected to a local area network (or LAN), such as an office environment, without first making sure that no one else is able to observe or copy your access or obtain access to the Service pretending to be you.
- (iv) You must comply with any other requirements designed to protect the security of your use of the Service which are notified by us to you in any other way.

(xv) Your Authority to Us to Carry Out Instructions

- **Authority to FBL**

You hereby agree that the use of the Login Password & Biometric Login agreed between us for the Service is adequate identification of you. We are entitled to act on instructions without obtaining any further written or other confirmation from you, even if those instructions are not actually given or authorized by you.

- **Your liability for unauthorized instructions**

- We will not be liable for misuse of your Passwords by someone to give unauthorized instructions purporting to come from you provided that you prove to our satisfaction that you have:
 - complied with all the security procedures described in section 4 above; and
 - notified us that your Passwords (or any one of them) are or might be known to someone else in accordance with section 4.1(v), prior to the unauthorized transactions.
- You will be held liable for all losses and expenses due to unauthorized use if you have acted fraudulently or, with gross negligence, with intentional misconduct or if you are in default of any of the security obligations described in section 4 above.
- You will not be responsible nor have any liability for any instruction that is not authorized by you but is given using your password if:
 - Such instruction is given after you have notified us that you have discovered or suspect that your Passwords (or any one of them) are known to someone else in accordance with section 4.1(v); or
 - Your Passwords (or any one of them) have become known to the person giving the unauthorized instruction as a result of our failure to comply with clause 8.1 or any gross negligence or willful default on our part.

- **Acting on your instructions**

- On instructions given through this Service, FBL will be entitled to debit any amount along with the applicable charges/fees from time to time for the transaction from the Customer's Account as instructed by the Customer. The instructions given on this Service cannot be reversed.

- **Investment**

The Customer hereby agrees that any or all investments in securities (like investment sukkuk, treasury bills and other government securities, as well as mutual funds, investment funds), are subject to market risk. The unit prices may go up or down based on market conditions. Past performance is not necessarily indicative of the future results. The Customer is advised, in his/its own interest, to carefully read the offering document in particular the investment policies and risk disclosure and warning statements in the respective offering document. The Bank's role in such investments is limited to acting as facilitator for payment and purchase of the securities and the Bank shall not be responsible for the loss or profit. Furthermore, the Customer agrees and undertakes to be solely responsible for any/all liabilities, risks, responsibilities and the investment decision(s) taken by the Customer. The Customer also indemnifies the Bank against any loss sustained on account of providing this service contemplated herein to the Customer.

- **Standing Instructions**

- (i) I /We hereby agree that I / we shall maintain sufficient balance in my/ our Account to enable the Bank to meet such Standing Orders as may be given to the Bank by me / us from time to time.
- (ii) And also agree that the Bank reserves the right on the date of effecting such Standing Orders as may be given to the Bank by me / us from time to time.
- (iii) I / We agree that if the Account has insufficient funds to meet such Standing Orders as may be given to the Bank by me / us from time to time, the Bank may in its absolute discretion, choose to inform me / us of the same, and to decide whether or not to execute such Standing Orders. Provided that if there are insufficient funds in the Account, the Bank may cancel such Standing Orders as may have been given to the Bank by me / us from time to time, without notice to me / us.
- (iv) The Standing Orders that may be given to the Bank from time to time shall remain in effect notwithstanding my / our death or Bankruptcy, until notice of such death or Bankruptcy is given to the Bank, in a manner acceptable to the Bank
- (v) Amendments to such Standing Orders as may be given to the Bank from time to time by me / us must reach the Bank at least one week before the next successive payment is due.
- (vi) The Bank shall levy a charge in its absolute discretion for effecting any amendments to the Standing Orders given by me / us to the Bank from time to time, as well as for each new Standing Order. The Bank may also in its absolute discretion levy a charge for each Standing Order not effected by the Bank due to insufficient funds.

(vii) The Bank shall levy charge for each periodic payment effected by the Bank. This charge shall be additional to any cost, incidental postage and / or stamp duty, which may be paid by the Bank with respect to each periodic payment effected by the Bank.

(viii) I / We agree to indemnify the Bank from any loss or claims made against the Bank, in relation to or as a consequence of effecting any Standing Orders as may be given to the Bank by me / us from time to time.

- **Limitation of FBL's Responsibility**

FBL will not be responsible for any of the following:

- (i) To reverse an instruction given through this Service.
- (ii) To accept an instruction which is conditional or which requires us to make payment to a third party earlier (or later) than the time FBL requires according to normal banking practice.
- (iii) FBL, in its sole discretion, will be entitled to refuse to carry out an instruction submitted through this service or may require the Customer to provide a written confirmation of such instructions.
- (iv) Withdrawals and/or transfers of funds will not be permitted against un cleared funds.
- (v) If a transfer authority is submitted through this Service, FBL may act upon such authority/instructions and may presume that the same are genuine and accurately represent the wishes of the Customer. FBL has no duty to verify the facts and genuineness of the instructions.
- (vi) The Customer agrees to hold harmless and indemnify FBL against any loss, cost, damage, expense, liability or proceedings which the Bank may incur or suffer as a result of FBL acting upon or delaying to act upon or refraining from acting upon the said instructions.

- **Reversal of Instructions**

- In case we are instructed by you to reverse an instruction after you have given it, we may at our discretion try to do so to the extent that this is possible under the rules, policies and practices of the Bank / banking system / applicable laws.
- We may, when we believe we are justified in doing so:
 - Refuse to carry out an instruction given via the Service; or
 - Require written confirmation from you of a particular instruction.

- If we come to believe that an instruction may not have been properly authorized by you, we will be entitled, after making reasonable efforts to check whether it was properly authorized, to take steps to reverse any action taken on the basis of that instruction. We will not be responsible for any direct/indirect loss to you that results from such a reversal. You agree that you will be responsible for any costs we incur as a result.

We may in our sole discretion reject any transaction or instruction or impose such conditions as we may deem necessary or appropriate. Without limiting the foregoing we may suspend, delay or reject any transaction or instruction if:

- (i) the value of one or more of your transaction(s) or instruction(s) exceeds any transfer limits established by us for you;
 - (ii) if in our sole opinion any transaction or instruction is incomplete or unclear;
 - (iii) if we suspect there is any fraudulent activity; or
 - (iv) for any other reason as we may in our sole discretion determine.
- (V) Cross-Border transaction limit would be applicable as stipulated by SBP.

- You understand and agree that if any transaction or instruction is rejected for any reason, you will be informed of the rejection by email to the email address provided by you, or by any other reasonable means of notice.

- **Operating Times, Changes and Disruptions**

- We shall take reasonably practicable steps to have the Service be usually available for use. You accept, however, that routine maintenance requirements, excess demand on the systems of the Bank and circumstances beyond our control may mean it is not always possible for the Service to be available during its normal operating hours.

- In connection with the Service, we are entitled at any time to:

- (i) Change the mode of operation; or
- (ii) Add to, remove or otherwise change, end or suspend any of the facilities available; or
- (iii) End the Service.

- If we decide to change or end the Service, we will try to give you 30 days' notice or whatever shorter period of notice may be reasonable in the circumstances.
- The Bank will not be responsible if you are unable to gain access and/or use Services due to reasons beyond the Bank's control, including with limitation, any computer, telecommunication, electrical, technical or network failure or malfunction and routine maintenance/update requirements.
- You must check your Statement for confirmation that a transaction has been conducted successfully or an instruction has been carried out as authorized by you before initiating any new or duplicate transaction or instruction with FBL. The Customer acknowledges and agrees that FBL shall not be liable in any manner whatsoever for the Customer's failure to check status of the transaction in their Statement as aforesaid before initiating any new or duplicate transaction or instruction with FBL, especially in the event of an error, a disruption in the Service or session time-out while the transaction is being conducted.

(xvi) Statements

Periodic

Statements

Unless otherwise required under any law/regulation, the Bank will not be required to send you periodic statements for transactions carried out through the Services, as you can view your last statement for required period transactions executed on your account through the online statement option.

(xvii) Service

As per guidelines of State Bank of Pakistan ("SBP"), biometric verification is mandatory for regularization of a bank account within the stipulated timeline.

(xviii) Software compatibility

Each time you access the Service, it may automatically provide the Device with the Service Software necessary to enable you to access and operate the Service. Alternatively, the Service Software may be supplied to you in some other way. It is your responsibility to ensure that the Service Software supplied to you is compatible with any Device from which you access the Service. If it is not, you must compensate us for any loss we suffer as a result. We shall not be liable to you for any loss you suffer as a result of any incompatibility between the Service Software and any Device from which you access the Service.

(xix) Protecting against Viruses

You must take all reasonably practicable measures to ensure that any Device from which you access the Service is free of any computer virus or software including, without limitation, devices commonly known as software bombs, Trojan horses and worms (together "Viruses") and is adequately maintained in every way. The Service can be accessed through any Device connected to the internet or other communication channels as the case may be. You must therefore ensure that any Device you use to access the Service is adequately protected against acquiring Viruses.

(xx) Access through third party services

- We cannot be responsible for any services through which you access the Service that are not controlled by us, or for any loss you or the service provider may suffer as a result of you using such a service. You must comply with all the terms and conditions of such a service and service provider and pay all the charges, damages etc. connected with it.
- If you access the Service from a country outside Pakistan you are responsible for complying with the local laws of that country, including (but not limited to) obtaining any license needed for the import / export of the Service software to that country.

(xxi) The Extent of Our Liability for Your Loss or Damage

- **Bank's Liability**

- We will take reasonably practicable steps to ensure that our systems in connection with the Service are installed with adequate security designs and to control and manage the risks in operating the systems, taking into account any law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to us from time to time.
- We will not be liable for any loss or damage to you as a result of making the Service available to you, including any direct, indirect, consequential or special loss, even if we have been advised of the same. Examples of circumstances in which we will NOT be liable to you for loss or damage resulting to you through the use of the Service include (but are not limited to):
 - Acting on an instruction which has been validly authenticated as coming from you but which in fact was given by somebody else (but please see sections 5.2 which explain the exceptions to this rule);
 - Any incompatibility between the Device and the Service;
 - Any machine, system or communications failure (except where such failure should have been prevented by the risks control and arrangement measures had we adopted such measures in accordance with clause 8), industrial dispute or other circumstances beyond our control that leads either to the Service being totally or partially unavailable or to instructions given via the Service not being acted upon promptly or at all; and
 - You relying on any information financial or otherwise provided

as part, or by means, of the Service;

- Any misuse of the Device by you or anyone else;

- Any access to information about your Eligible Accounts which is obtained by a third party as a result of your using the Service (except where that access is obtained as a result of our negligence or our willful default); and
 - Execution of your instructions being delayed or not being acted upon by the Bank.
- Accessing / using the Services on a Jailbroken and/or rooted Device
 - Failure of the Customer in checking status of the transaction in their Statement before initiation of any new or duplicate transaction or instruction with FBL.
- The Bank will in no event be liable for any damages, including without limitation direct or indirect loss, special, incidental, or consequential damages, losses or expenses arising in connection with these Services at our site or linked site or use thereof or inability to use, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if the Bank's representatives thereof are advised of the possibility of such damages, losses or expenses. However, in the event that we are held liable for any loss or damage to you as a result of your use of the Service, we shall only be liable for direct loss or damage which, in the ordinary course of events, might reasonably be expected to result from the circumstances in question and only if such loss or damage is caused by our gross negligence or willful default.
- Please note that the Service has no facility for you to let us know that it is especially important to you that a transaction is carried out by a particular time. If you need to be completely certain that an instruction has reached us and that it will be carried out by a particular time, you must speak to our staff on 111-06-06-06.
- The information and material provided by the Bank in relation to the Service, including text, graphics, links or other items are provided "as is", "as available". The Bank does not warrant the accuracy, adequacy or completeness of this information and materials and expressly disclaims liability for errors or omissions in this information and material. No warranty of any kind, implied, expressed or statutory including but not limited to the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus, is given in conjunction with the said information and materials.
- You shall indemnify us, our employees and our nominees or agents promptly and on a full indemnity basis from or against all actions, omissions, negligence, proceedings, claims, demands, damages, losses (including direct, indirect or consequential losses), costs and expenses including all duties, taxes, or other levies and legal costs (on a full indemnity basis) and other liabilities which we may incur or suffer from or by reason of your use of the Service.

- **If You Breach of the Terms and Conditions**

Compensation for Breach by the Customer

You must compensate us for any loss we suffer as a result of your breaching any term and conditions contained hereunder.

- **Ending Your Use of the Service**

Cancelling the Services

- (i) You may cancel your use of the Service at any time by giving us written notice (or in any other way as provided herein or as we notify you about from time to time).
- (ii) If you have multiple Eligible Accounts, you may at your discretion cancel the Service in respect of any Eligible Account, unless you are notified by us to the contrary in writing.
- (iii) We reserve the absolute right at any time to cancel the Services with or without assigning any reason, with or without giving any prior notice to you at our discretion.
- (iv) If your use of the Service comes to an end for any reason, this will not affect any instructions you have already given via the Service.

(xxii) About Our Charges

- **Charges**

- We are entitled:
 - To charge you fees and charges for the Service which shall be as per the Bank's schedule of charges available on the website; and
 - To change those fees and charges from time to time by giving you a 15 days' notice to that effect or by effecting such change through the Bank's schedule of charges. If we give you such a notice, you will not have to pay any proposed increase so long as you cancel your use of the Service during the 15-day notice period. However, your continued use of the Service after the 15-day notice period or after publication of the change in fees and charges in the Bank's schedule of charges shall be conclusively deemed to be your acceptance of such changed fees and charges.
- To avoid any doubt, please note that the references to fees and charges in section 12.1 only apply to our charges for providing the Service. They do not apply to any charges for particular banking or other services we might provide in response to your requests via the Service. We will be happy to provide you with details of our charges for particular banking or other services on request.

- **Our Right to Amend the Terms and Conditions**
- **Amendments to the Terms and Conditions**
 - The terms & condition are liable to changes subjective to changes in applicable laws, regulatory & internal policies & other statutory grounds subject to prior 15 days intimation to customers via message.
 - We will give you 15 days' notice of any change before it takes effect, except when notice has to be shorter in order to protect the security of the Service or in other circumstances beyond our control. Once you have received notice of any change in the Terms and Conditions, we will treat your subsequent use of the Service as your acceptance of the change (but please remember, you have the right to end your use of the Service at any time).
- **The Validity of the Terms and Conditions**
- If any part of these Terms and Conditions prove to be legally unsound or unenforceable in any way, this will not affect the validity of the remaining terms. If any term or provision is void but would be valid if some part of the term/provision was deleted, the term/provision in question shall apply with such modification as maybe necessary to make it valid.
- The Bank in its sole discretion may relax and/or waive one or more conditions contained herein on cases to cases basis however, such relaxation/waiver shall not apply as precedent for similar or other circumstances thereafter.

(xxiii) Communications

- **Communication Between Us**
 - Except for situations where these Terms and Conditions refer to your giving us notice by telephone, you should give us any other formal notice in connection with the Service in writing (in hard copy form) to any of our branches in Pakistan where you maintain an account (or any other address we may notify to you from time to time for this purpose).
 - You further authorize us to act on the verbal instructions communicated to a representative of the Bank over the telephone. We reserve the absolute right to verify your identity over the telephone. You will be liable for any and all transactions made after the standard verification by the Bank's representative and will not hold the Bank for acting upon such instructions.
 - Any complaints in connection with the Service should be directed to any of our branches in Pakistan where you maintain an account (or any other address we may notify to you from time to time for this purpose).

- If we need to send you a notice, we will use the address you have given us most recently in connection with any of your Eligible Accounts.

(xxiv) Product and Services:

- Bank reserves the right to change or discontinue the contents and Services made available on Digital Channel at any time.
 - Customers can activate, enable, disable their other ADC services like POS, Ecommerce etc. using Internet /Mobile Banking.
You should not share your One-time Password(OTP) to anyone.
- a) You should not share your User ID, Password, PIN, Card Number, CVV, Expiry Date to anyone.
- b) Faysal Bank will never call you and ask your Confidential details i.e. Account details, Card Number, PIN, OTP or any other information. If you receive any such call, kindly reach out to 021-111-06-06-06.
- Virtual Card is issued by the Bank. It is not a credit card, cannot be redeemed for cash, or resold. The Virtual Card remains the property of the Bank and is non-transferable. It may be canceled, or revoked at any time without prior notice subject to applicable law. The Virtual Card is not designed for business use, and we may close your Virtual Account if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this T&C and applicable law & regulations. The fees will be applicable as per Faysal Bank's prevailing Schedule of Charges.
 - When Customer use a Noor card for transaction/payment under Faysal digital Channel, Bank shall treat that transaction/payment as a Noor card purchase transaction.
 - Any cash transfers from a Noor card to any other Account will be treated as a cash refer to the (relevant Noor card Terms & Conditions of use for details).
 - Certain products and services that the Customer uses or accesses via Faysal digital channel such as the bank account or services the Customer accesses, the Customers Debit Card and Noor card are subject to their own terms and conditions. This agreement (governing the use of Faysal digital Channel) must be read together with, and forms part of each product agreement. In the event of conflict between this agreement and such other terms, the provisions of such other terms will prevail to the extent of the conflict.
 - For Roshan Digital Account only individuals Non-resident Pakistanis ("NRP") who have valid CNIC/SNIC/NICOP/Pakistan Origin Card holder are eligible for this Account. RDA can be opened through Faysal Bank Digital Channels. Both new and existing NRP customers of Bank are eligible to open RDA. It's is available in both Current and Savings Account variants and in Pakistani Rupees ("LCY") and US Dollar denomination ("FCY"). For further detail (view relevant Roshan Digital Account Terms & Conditions)
 - RAAST is instant payment system that enable end-to-end digital payments among individuals, businesses and government entities instantaneously.
 - All scheduled payments will be blocked & deleted in case customer's Faysal DigiBank ID or Bank Account gets blocked or inactive. In case of re-activation of either, Scheduled Payments will not resume, as they will be deleted permanently.

(xxv) Service Quality

Recording Your Calls and Instructions

To protect both our customers and our staff, and to help resolve any disputes between you and us, you acknowledge that:

- (i) We will record all telephone conversations between us and customers of the Service;
- (ii) We will keep a record of all instructions given by customers via the Service; and
- (iii) We may listen to telephone calls made in respect of the Service in order to assess and improve the quality of the Service.

(xxvi) Our Advertising

From time to time we may advertise our own products and services,

(xxvii) Unauthorized Use of the Information, Materials and Trade Marks

You fully understand and agree that the unauthorized use of the Services and/or Bank's web sites, trademarks and systems including but not limited to unauthorized entry into the Bank's systems, misuse of the Bank's trademarks or misuse of any information made available through the Services is strictly prohibited. Your eligibility for Services is subject to final determination by the Bank.

(xxviii) Disclosure Requirements

- While the Bank maintains strict confidentiality in all matters relating to your account(s) and business, you hereby further consent to the Bank (and/or any of its officers/ employees) to disclose any information concerning you, your business, your accounts held with the Bank, or your relationship with the Bank to any of the following:
 - (i) Any office or branch of the Bank;
 - (ii) Any agent, contractor or third party service provider, or any professional adviser to the Bank;
 - (iii) Any regulatory, supervisory, governmental or quasi-governmental authority;
 - (iv) Any person to whom the Bank is required or authorized by law or court order to make such disclosure;
 - (v) Any of the Bank's actual or assignee, novate or transferee of, the Bank's rights and/or obligations in relation to you;
 - (vi) Any other person under a duty of confidentiality to the Bank; and

- (vii) The Bank will retain the information as long as there is a business need to hold the information and/or as required by legal, regulatory, or accounting requirements or to protect the Bank interest.

- Further, you agree that your information may be used to:
 - (i) Provide and operate any service or product you require;
 - (ii) Facilitate the provision of any service or product to a third party for whom you act as guarantor or security provider;
 - (iii) Update and enhance your records with the Bank
 - (iv) Understand your financial needs, to advise you of other products and services which may be of interest to you.
 - (v) For any purpose required by law or regulation including fraud prevention;
 - (vi) Monitor Bank's compliance with legal and regulatory requirements and with the Bank's internal policy requirements; and
 - (vii) Support the Bank's business, financial and risk monitoring, planning and decision making.

(xxix) The Governing Law

These Terms and Conditions are governed by the laws of the Pakistan. Both parties agree to submit to the jurisdiction of the Courts in Pakistan in connection with any dispute.

(xxx) Disputed Transactions

Any disputed transaction should be reported in writing with all the supporting documentation to the Bank within [30] days from the date of statement in which the transaction(s) appear. After the lapse of [30] days from the date of such statement, it will be considered and construed that all transactions posted in the statement are acceptable and are in order and the Customer irrevocably agrees and undertakes not to make any claim or raise any dispute with regard thereto after the expiry of aforesaid period.

(xxxi) Accessing The Services Through Mobile Phone/Smart Device

- You assume full responsibility to inform the mobile phone service provider to block the SIM card or terminate the mobile phone number in case of loss or theft of the mobile phone/device and FBL will not be liable in any way or form by any loss caused thereof.
- You undertake to notify the Bank in writing or by calling our call center immediately in case of loss/theft of your phone/device in order to protect the interest of all parties.
- The Customer is solely responsible for protecting the Device and ensuring that the Service is not accessed / used on a Jailbroken and/or rooted Device
- You must not leave your Device unattended or permit any person to access your Device in such a manner that they may get access to Login Password or the Services, whether with or without your consent and if that may happen and any person other than yourself is able to get access to your Device FBL will not be liable in any way or form whatsoever.
- You agree that only your mobile phone service provider is responsible for its products and services. Accordingly, you also agree to resolve any problems with your provider directly without our involvement. Neither we nor any of our service providers are to be held responsible or liable for the operation, security, functionality or availability of any Device or mobile network which you utilize to access the Service.
- You agree to exercise caution when utilizing the Services on your Device and to use good judgment and discretion when obtaining or transmitting information and any breach that may occur as a result of any such utilization is your responsibility and FBL will not be liable in any way or form whatsoever.

(xxxii) Force Majeure & System Availability:

- (i) Faysal Bank Limited shall not be liable in any manner for failure to perform under these Terms & Conditions / Agreement for what so ever reasons including the reason that it is caused by power outages, internet outages, communication outages, fire, flood, earthquakes, hurricanes, war, civil commotion, acts of God, strikes, industrial disputes, or the occurrence of any other unforeseen contingencies beyond our control.
- (ii) Faysal Bank Limited shall take reasonably practicable steps to have the Faysal Bank Limited Online View Service available for use.

(xxxiii) Downtime and App Release:

You accept that in case of routine maintenance or excess demand on the systems and circumstances beyond Faysal Bank Limited control, it may not always be possible for the Faysal Bank Limited Online View to be available during its normal operating hours. Neither Party shall be responsible or liable for or deemed in breach hereof because of any delay or failure in the performance of its obligations

(xxxiv) Fair Treatment to Customers (FTC) Policy

Fair Treatment to Customers (FTC) is a policy mandated by the State Bank of Pakistan (SBP). This policy has been put into place to prevent practices harmful towards customers and ensures that all FBL customers enjoy fair access to the learning, earning, saving, investing and protection of one's assets and rights as a customer. FBL strives to create awareness about customer rights while using the Bank's products and services through FTC policy.

- (i) FTC policy enables customers to obtain clear and accurate information of all products and services, enabling them to make better informed financial decisions, ultimately leading to higher levels of customer satisfaction. Through the Faysal Bank FTC Policy, The Bank aims to ensure:
- (ii) All customers are treated fairly and in an unbiased manner
- (iii) Special assistance is provided to senior citizens, and persons with disabilities
- (iv) Products and services are designed keeping in view customer needs and their banking requirements
- (v) Products and services are fairly priced and competitive with the market
- (vi) Regular training is provided to FBL staff to deal with customers fairly
- (vii) Information to the customer is clear and simple
- (viii) Customer grievances are resolved in a timely manner through an accessible, transparent, and efficient complaint resolution mechanism
- (ix) Maintain customer confidentiality and secrecy of financial information

Faysal Bank Helpline

021-111-06-06-06

Faysal Priority Helpline

For Faysal Priority users they can call us at our dedicated Priority Contact Centre helpline on 021-111-11-71-71

Complaint Handling:

Tentative Turn Around Time (TAT) for handling complaints is within 7 working days and maximum 15 working days. However, in fraud related complaints, the Turn Around Time for final reply will be within 30 days

Note: For unsatisfactory resolution, you may write to Banking Mohtasib Pakistan in the following way:

Write your complaints at: Banking Mohtasib Pakistan, Shaheen Complex, M. R. Kiyani Road. Karachi.

Call: +9221-99217334-38

Visit: www.bankingmohtasib.gov.pk

Disclaimer: Above mentioned Terms and conditions are in correlation with the Terms & Conditions you have already accepted in the Account Opening Form

