

## **BARKAT ISLAMIC SOLITAIRE**

### **Faysal Barkat Debit Card**

#### **Terms & Conditions**

##### **Definitions and abbreviations:**

In these terms and conditions, following are the definitions of certain words and abbreviations used:

“1 Link”: 1Link (Guarantee) Limited, a consortium of major Banks that owns and operates the shared financial services network in Pakistan through which CARDHOLDER may use his / her CARD.

"M-Net": Another shared financial service network in Pakistan through which CARDHOLDER may use his/her CARD.

“ACCOUNT”: Means a Rupee (Current and/or Saving) Bank Account maintained by a Customer with the Bank through which CUSTOMER carried out CARD TRANSACTION and those who fulfill the prevailing Solitaire/priority customer eligibility criteria as defined in the prevailing Barkat Schedule of Charges (SOC). 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.

“ACCOUNT INFORMATION”: Means information pertaining to the Account(s) maintained by the Customer 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 etc. through which transactions/instructions/or requests can be performed or taken.

“ATM”: Means Automated Teller Machine installed and operated by the Bank in Pakistan and / or abroad and / or Automated Teller Machines of Banks participating in the Linked Network and / or the Automated Teller Machines of Banks or financial institutions in Pakistan and / or abroad where card is accepted.

“Bank”: refers to Faysal Bank Limited acting through its Barkat Islamic Banking Division.

“Branch”: An office of Bank authorized to conduct Customer banking transactions.

“Shariah”: Means Islamic jurisprudence and law

“BENEFICIARY”: Means the recipient of funds or other services as prescribed by the sender of funds, who may also be the ACCOUNT HOLDER.

“Business Day”: Means a day when the relevant branch of the Bank is open to conduct commercial Banking business.

“CARD”: All variants of Barkat Debit Cards issued by the Bank and may also include any other Islamic card issued by the Bank at any time. The term CARD includes a Supplementary Card issued by the Bank to a Supplementary CARD HOLDER in accordance with the terms hereof.

“CARD HOLDER”: Means an Account Holder maintaining an Account with the Bank and to whom a CARD is issued or the SUPPLEMENTARY CARD HOLDER. “CARD TRANSACTION”: Means any transaction made through the CARD and includes without limitation, fees debited by the Bank or other Banks to effect the said transaction.

“CDM”: Means a Cash Deposit Machine.

“CUSTOMER”: Means a person, firm, company or any other institution, who maintains one or more account(s) with the Bank. In this document all reference to the Customer being referred in masculine gender shall be deemed to include the feminine gender. All references that refer to singular shall be deemed to include plural.

“DESIGNATED UTILITY PROVIDER”: Means the utility provider which has given access to the Bank to its Customer database, thereby enabling the Bank to make direct payments to it on behalf of its Customers.

“Drop Box”: Means a designated deposit box of the Bank for Customers to deposit cheques for clearing / processing.

“e-Statements”: Electronic Statement of Account” means Customer's periodic statement of account sent by the Bank through Email.

“FUNDS TRANSFER”: Means transfer of funds from an Account maintained in the Bank to another Account maintained at the Bank or another Bank.

“INTERNET BANKING” or “INTERNET BANKING SERVICE”: refers to the banking service offered by Bank through the use of Internet.

“IVR”: Means Interactive Voice Response, a system that allows user keypad input for various transactions and instructions and responds accordingly.

“Linked Account(s)”: Means a specific Account or more than one Account, which is linked to the Card, Mobile Banking, Internet Banking or any other service provided through Alternate Channel at the request of the Customer by the Bank

“MERCHANT”: Means any person supplying goods and / or services and / or other benefits permitted under Shariah who accepts the CARD as means of payment.

“MOBILE BANKING”: Shall mean banking facility provided to the Customers through the use of mobile phone.

“MOBILE PHONE NUMBER”: Shall mean the mobile number that has been used by the Customer to register for any banking service. This number may keep on changing as advised by customer from time to time.

“PHONE BANKING”: Means banking services offered by the unit of the Bank that is accessible by way of phone, for various types of transactions and to take instructions from Account Holder. This also includes services offered through IVR.

“PAYMENTS”: shall mean any payment by a Customer via transfer of funds from the Account(s) held by the Customer to third party accounts or bill payments. The Bank may at its sole and exclusive discretion confine this facility only to certain permitted Customers or may extend it from time to time to be generally available to all Customers.

“PERSONAL INFORMATION”: Refers to the information provided by the Customer to Bank.

“PIN”: Means the confidential Personal Identification Number allocated to the CARD HOLDER by the Bank or chosen by the CARD HOLDER from time to time. The term PIN would also include T-PIN, M-PIN and SMS-PIN.

“T-PIN”: Telephone Personal Identification Number

“M-PIN”: Mobile Personal Identification Number

“SMS-PIN”: Short message service personal identification number

“POST”: Means any means of delivery of statements, advices or any other documents etc. to the Customer.

“SBP”: Means the State Bank of Pakistan.

“SMS”: Means short message service which includes the storage, routing and delivery of alphanumeric messages over GSM / TDMA telecommunications system.

“TERMS”: refers to terms and conditions mentioned herein.

“POS” or “POS TERMINALS”: Means point of sale electronic terminals at Merchant Service / Retail Outlet(s), enabling the CARD HOLDER to use the CARD to access funds in the Account or Linked Accounts held with the Bank to make a purchase.

“SUPPLEMENTARY CARD HOLDER”: Means a person to whom a Supplementary Card is issued by the Bank at the request of the ACCOUNT HOLDER.

“VISA”: Means global service provider network for ATMs and POS machines where CARD HOLDER may use ATM/POS Services.

In consideration of the Bank providing me / us such financial services as may be requested by me / us from time to time, I / we agree that the terms and conditions contained herein below shall be binding upon me / us with respect to the Account(s) specified in the Account Opening Form or any other Account that may be opened by me / us with the Bank hereafter (the "Account").

1. The following ACCOUNT HOLDERS shall be eligible for applying and using the CARD:

a. Individual Account Holder

b. Joint Account Holder (where the Account is operated on the signature of any one of the Account Holders).

c. For Joint Accounts which are operated on the signature of any one of the Account Holders, the Bank may at its discretion issue more than one CARD against the Joint Account for one or more of the Joint Account Holders on their written request (as applicable).

d. Basic CARD Holders can also request for issuance of Supplementary CARD(s) on their Account/s in favor of their immediate family members only who are Pakistani nationals having CNIC, who may or may not be Account Holder(s).

e. The Joint Account Holders will be jointly and severally liable for all transactions processed by the use of any CARD issued and each Joint Account Holder / SUPPLEMENTARY CARD HOLDER to whom a card is issued shall be deemed to be duly authorized by the other Joint Account Holder(s) to have such card issued in his / her favor. The terms and conditions herein shall be jointly and severally binding on all Joint ACCOUNT HOLDERS / SUPPLEMENTARY CARD HOLDERS and as the context requires, terms herein denoting the singular shall include the plural and vice-versa.

f. SUPPLEMENTARY CARD(s) may have separate limit options to be assigned by the Basic CARD HOLDER.

2. The CARD shall only be used by the CARD HOLDER and is not transferable. If the CARD HOLDER authorizes anybody else to use his / her Card, despite this prohibition, then he / she will be exclusively responsible for any and all risks and consequences.

3. The CARD shall be issued to the CARD HOLDER at his / her sole risk and responsibility. The PIN shall be a confidential number generated by the customer through IVR and should be changed by the CARD HOLDER regularly. The CARD HOLDER shall use the PIN for ATM transactions. The PIN could also be used for Debit CARD TRANSACTIONS at POS installed at MERCHANT locations wherever PIN based transactions are supported. The CARD HOLDER undertakes not to pass on the CARD or disclose the PIN to any other person and shall take every precaution to prevent disclosure of the PIN to any other person / third party.

4. In case of there being insufficient balance in the Linked Account(s) or if the Linked Account(s) is (are) marked on hold for carrying out any CARD TRANSACTIONS, the same shall be denied to the CARD

HOLDER. In the event that there are also insufficient funds for debit of outstanding charges owed to the Bank by the CARD HOLDER in respect of the CARD TRANSACTIONS, all services available on the CARD may remain suspended until such time that the CARD HOLDER clears all related charges and gives a request in writing for reactivation of the same.

5. The CARD HOLDER further undertakes to accept full responsibility for all transactions made by the use of the CARD either by him / her or any other person whether or not made with his / her knowledge or authority and the CARD HOLDER agrees to accept the Bank's record of transaction(s) as binding for all purposes.

6. The CARD HOLDER may also authorize the Bank to link his / her Account with a SUPPLEMENTARY CARD issued in another name as authorized by the CARD Holder. CARD HOLDER indemnifies the Bank and holds it harmless against any loss, damage, liability, cost and expenses incurred/suffered as a result of the loss, theft, misuse or unauthorized use of the SUPPLEMENTARY CARD and Bank shall have no responsibility or liability for any act or omission of the supplementary card holder.

7. The CARD HOLDER hereby irrevocably authorizes the Bank to debit (without any prior notice to the CARD HOLDER), the Account(s) of the CARD HOLDER with the Bank, for the amount of any withdrawal, transfer and / or CARD TRANSACTION, whether or not made by his / her knowledge or by his / her authority.

8. In the event of loss or theft of the CARD, the CARD HOLDER shall immediately notify such loss or theft to Customer Services of the Bank or Phone Banking. The Bank, without accepting any responsibility or liability for the transaction(s), if already made, will make all endeavors to stop the future transaction(s) on the lost or stolen CARD. It is, however, clear that the Bank shall, in no case, be liable for any transaction made before the loss, theft etc. is registered with the Bank and the Account(s) of the CARD HOLDER will be debited accordingly.

9. If the CARD HOLDER loses his/her CARD overseas, he / she may either follow the above procedure or report the loss through Visa Global Customer Assistance Service (VGCAS) help-lines in the relevant country. In case the CARD HOLDER uses the VGCAS helpline abroad then the charges for the same shall be borne by the CARD HOLDER.

10. The Bank shall not be responsible for any and all consequences, if the transactions involving the use of the CARD are not honored or operative for any reason, whatsoever, or if there is any malfunctioning and / or failure of the ATM.

11. The CARD issued to the CARD HOLDER shall remain, at all times, the property of the Bank and shall be surrendered to the Bank on demand. The Bank, at its sole discretion, reserves the right, at all times, to terminate the arrangement, cancel or withdraw the CARD or refuse to reissue, renew or replace the CARD without assigning any reason or giving prior notice to the CARD HOLDER.

12. The Bank shall, in no case, be liable to the CARD HOLDER, for non-availability of ATM services, for any reason, whatsoever, including but not limited to any mechanical fault, communication lines failure or power breakdown etc.
13. The Bank shall not be responsible for any act of theft, robbery, loss etc. of any sum whatsoever committed within or outside the Bank Premises after the sum is withdrawn from ATM by the CARD HOLDER or any person holding CARD with or without knowledge of the CARD HOLDER.
14. In case Bank suspects any non-Shariah compliant, illegal, fraudulent, suspicious activity, the Bank is authorized to block CARD TRANSACTIONS or any other service linked with it at any time, without prior Notice to the CARD HOLDER(s) and without providing reasons.
15. The CARD HOLDER(s) cannot cancel a transaction after it has been completed. The Bank will normally debit the amount of any CARD TRANSACTION to the Account as soon as the Bank receives notifications from the MERCHANT in connection therewith. The Bank will not be liable for any loss resulting from any delay therein. The CARD HOLDER agrees to reimburse the Bank for any amounts that are due from the CARD HOLDER for transactions authorized by him / her even after closing of linkage Account.
16. If a retailer or supplier makes a refund for a CARD TRANSACTION, the Bank will be refunding the Customer when it receives the retailer or supplier's proper instructions. The Bank will not be responsible for any delays in receiving such instructions and refunds.
17. The CARD HOLDER will be liable for all losses or cost incurred by the Bank as a result of any breach by the CARD HOLDER of the Terms and Conditions contained herein and shall reimburse to the Bank all such costs on the Bank's first demand.
18. The Bank is not liable in any way for the quality, quantity, sufficiency and acceptability of the goods and / or services purchased by the use of the CARD or for any surcharge charged by a MERCHANT or any other breach or non-performance of any CARD TRANSACTION by a MERCHANT.
19. While CARD HOLDER may be allowed to withdraw cash from ATMs in foreign countries and also utilize the CARD for payments to MERCHANTS, the Bank may at its discretion disallow this facility if circumstances arise which in its opinion prohibit it from doing so.
20. Nonresident account holders are not allowed to withdraw cash from ATMS in foreign countries.
21. In the event that the CARD HOLDER'S Account is debited and cash is not disbursed or disbursed short when the CARD is used at Bank or another Bank's ATMs, the CARD HOLDER will submit a claim for the respective transaction / amount with the Bank. The Bank will only reverse the entry for the claimed amount after verifying such claim with the respective Bank whose ATM was used. The CARD HOLDER can claim for transactions that are upto 2 months old.

22. The Bank may from time to time, at its discretion, tie-up with various agencies to offer features on the CARD. All these features would be on a best effort basis only, and the Bank does not guarantee or warrant the efficacy, efficiency, usefulness of any of the products or services offered by any service providers / merchants / outlets / agencies. Disputes (if any) would have to be taken up with the merchant/agency, etc. directly, without involving the Bank.

23. Faysal Bank Barkat Card is an Islamic product which represents an Islamic Banking institution. Thus, certain purchases of goods or services, such as alcohol, dealing in pork and pork related products, gambling, pornography or other illegal activities, which are prohibited under the principles of the Islamic Shariah as interpreted by the Shariah Board of Bank. Thus, the Customer acknowledges, agrees and is responsible to ensure that the Card is utilized for transactions which are not contrary, offensive or repugnant to the principles of the Islamic Shariah as interpreted by the Shariah Board of the Bank, by the Customer or his/her Supplementary Card Customer or any third party allowed by the Customer. Bank in its sole discretion may decline such transactions which shall without limitation include transactions carried out through the internet or in any other manner and in such event, the Bank shall be entitled to suspend or terminate the Card TRANSACTIONS or any other service linked with it at any time, without prior Notice to the CARD HOLDER(s) and without providing reasons.

24. Any dispute with or complaint against any Merchant Establishment must be directly resolved by the CARD HOLDER with the Merchant. The Bank is not in any manner responsible for any issues regarding goods and services received by the CARD HOLDER including the quality, value warranty, delay of delivery, non-delivery, non-receipt of any goods or services. It must be clearly understood that the CARD is only a facility given to the card holder, which is made available to purchase goods or avail of services and the Bank holds out no warranty or makes no representation about quality, quantity, value, delivery or otherwise, howsoever regarding goods or services, and any dispute should be resolved with the Merchant Establishment directly. However, the CARD HOLDER may report to the Bank with details of the name, location, date and time of the transaction and other details that will assist the Bank in its investigations and possible resolution of complaint.

25. All refunds and adjustments due to any Merchant/device error or communication link may be processed manually and the Account will be credited after due verification and in accordance with VISA and other networks rules and regulations as applicable. The CARD HOLDER agrees that any debits received during this time will be honored only based on the Available Balance in the Account(s) without considering this Refund. CARD HOLDER also indemnifies the Bank from acts of dishonoring the payment instructions.

26 The CARD is valid for use both in Pakistan as well as outside Pakistan and the CARD HOLDER shall ensure adherence to all requirements of the Exchange Control Regulations with regard to foreign exchange entitlements as stipulated by the State Bank of Pakistan from time to time.

27. Usage of the CARD outside Pakistan will be made strictly in accordance with the Pakistani foreign exchange laws. In the event of any failure to do so, the CARD HOLDER shall be solely and completely

liable and responsible for noncompliance with the law and the regulations and notifications issued there under from time to time.

28. The Bank shall be liable to collect/ deduct any advance tax from the Account/CARD of CARD HOLDER on all fund transfer/payment transactions of any sum remitted outside Pakistan, on behalf of any person who has completed a CARD TRANSACTION with a person outside Pakistan at the rate of 1% for Filer and 3% for Non-Filer per transaction, or any other applicable tax as defined & at the rate specified by Government from time to time. This particular Scenario will also be applicable on all payments remitted abroad such as foreign travel, lodging, shopping, online shopping from merchants outside Pakistan etc. Please note that in case of charge back/disputes/fraud, the Bank will not be liable to reverse the tax charged. CARD HOLDER will contact tax authorities for tax reversal. However, tax certificate shall be provided to CARD HOLDERS upon their request.

29. As per regulation & direction, Bank shall refrain from processing, promoting and facilitating its Customers/ Account holders/CARD HOLDER to transact in any type of virtual/crypto Currencies, Coins, or Tokens, and all such CARD TRANSACTION via any mode that come to Banks' notice shall be declined without prior notice to the Customer/ Account Holder/ CARD HOLDER. The Bank reserves the right to report such violations to the relevant bank and government authorities.

30. The CARD cannot be used for effecting remittances for the purposes for which the release of exchange is not permitted under our internal policies and any regulations. The Bank reserves the right to report such violations to the Regional office of the Exchange Control Department giving full details. The CARD HOLDER's right to use the CARD in such circumstances would cease forthwith.

31. The exchange rate for all foreign currency transactions on the CARD will be at market prevailing rate which will be binding on the CARD HOLDER.

32. The CARD is not to be used at Hotels during Check-in and also at other locations where paying arrangement is done before completion of the purchase transaction or service. For such transactions and any Mail Order/Phone Order/Online Order purchases and any such usage where purchased item or services are not delivered at the time of purchase, will be CARD HOLDER's liability

33. It would be mandatory for the CARD HOLDER to sign on the back of his / her card.

34. It would be mandatory for the CARD HOLDER to sign the Merchant receipt presented to him / her for the authorization of POS transaction. The signature should be the same signature as on the back of his / her card.

35. In addition to these Terms and Conditions, the CARD shall be governed by terms and conditions and operating regulations stipulated by Visa from time to time.

36. For the security of the Customer, the Bank may impose a daily/monthly limit on Debit Card transactions.



37. The services like; CASH DEPOSIT, FUNDS TRANSFER and Utility Bill Payment may only be available to the CARD HOLDER on the Bank's own ATMs until the Bank decides to provide these services on other Banks' ATMs.

38. The Bank reserves the right to vary any of these Terms and Conditions from time to time. The CARD HOLDER will be notified of the changes through mediums (including but not limited to) website, branch notices, letters, Bank statement, email or SMS communication. In case CARD HOLDER does not agree with the changes in Terms and Conditions, CARD HOLDER must inform the Faysal Bank within 30 days, otherwise Faysal Bank shall consider this as an implied consent from CARD HOLDER end. The CARD HOLDER shall review the most current version of the Terms and Conditions at Faysal Bank Barkat website.

39. If a CARD is issued to the SUPPLEMENTARY CARD HOLDER, the primary CARD HOLDER shall be exclusively liable to the Bank as the main responsible party for all charges and liabilities and other costs and expenses payable or incurred by the SUPPLEMENTARY CARD HOLDER on the CARD. Also, if the Supplementary Card is cancelled or stopped this cancellation may not come into effect unless the Supplementary Card is surrendered or returned to the Bank.

40. CARD HOLDER is responsible to be vigilant and follow the precautions listed below.

- a) CARD HOLDER should never click a hyperlink or pop-up message provided in an email that claims that it will allow CARD HOLDER access to his/her Account/CARD/ internet banking or mobile banking service. Instead CARD HOLDER should access Bank's official website by typing Faysal Bank's official URL [www.faysalbank.com/barkat](http://www.faysalbank.com/barkat) directly in the browser address bar himself/herself.
- b) CARD HOLDER should not search the web to find out the URL of Faysal Bank's website or its internet/mobile banking service. CARD HOLDER should always remember and access Bank's official website by typing Faysal Bank's official URL [www.faysalbank.com/barkat](http://www.faysalbank.com/barkat) directly in the browser address bar himself/herself.
- c) CARD HOLDER should not share his/her confidential Account/CARD/financial/personal information with anyone without verifying their identity from the Bank, or over any website without verifying authenticity of the website from the Bank. Bank will never solicit this information from CARD HOLDER via email.
- d) CARD HOLDER should always verify his/her transactions from Bank before handing over merchandize or cash to his/her customer based on an alert message (SMS or Email) that seemed to have been received from the Bank.

In case CARD HOLDER ends up disclosing their confidential and sensitive financial information with a third party intentionally or non-intentionally due to their carelessness or negligence, the Bank will not be liable for any financial loss arising from the same.

41. The CARD HOLDER agrees that the Bank has right to decline any transaction dispute investigation /fraudulent online transaction investigation being reported from CARD HOLDER after 45 days of the transaction settlement processing date. The entire dispute amount will be borne by the CARD HOLDER. Furthermore, in case the investigation carried out by the Bank in response of the disputed transaction request by the CARD HOLDER, turns out to be against the CARD HOLDER i.e. (fault at the CARD HOLDER's part), the Bank shall pass all the transaction retrieval charges as per prevailing SOC onto the CARD HOLDER.

42. The above Terms and Conditions are consistent with the business conduct guidelines as per issued vide CPD Circular No. 2 of 2015.