

Terms and Conditions
(For usage of PayPak Debit Card)

These terms and conditions apply to all transactions involving use of your BankIslami PayPak Debit Card. By accepting and / or using the Debit Card, you unconditionally accept all the following terms and conditions and you accept the onus and liability for your ensuing compliance with the substantive and procedural laws of Pakistan, including all notifications, directives, circulars and regulations of the State Bank of Pakistan and / or any provincial government or the federal government or any other local authority or body.

Definitions:

"The Bank", "BankIslami Pakistan Limited", "our", or "we" means BankIslami Pakistan Limited, which is the issuer of BankIslami PayPak Debit Card, and includes BankIslami by whatever other name called, and the successors and assigns of BankIslami Pakistan Limited.

"**Cardholder**", "you", "your" means a person who has been issued the BankIslami PayPak Debit Card to operate on a nominated account(s).

"**Card**" or "Debit Card" refers to the BankIslami PayPak Debit Card issued by the Bank and may include any other card issued by the Bank from time to time.

"**Account**" refers to any of the Cardholder's Savings and / or Current Account and / or any other type of account with the Bank, as nominated by the Cardholder and approved by the Bank.

"**Primary Account**" means one of the Accounts, as described above directly linked to the Card, which will be debited for transactions performed using the Card and PIN.

"**Nominated Accounts**" includes the Primary Account as described above, and it indicates your Account(s) nominated in writing by you and approved by the Bank to be accessed by your Debit Card and PIN.

"**ATM**" means any Automated Teller Machine whether in Pakistan or overseas, whether of BankIslami Pakistan Limited, or of any other bank on a shared network, at which, amongst other things, you can use the Debit Card to access your funds in your Nominated Account(s) held with BankIslami Pakistan Limited in Pakistan.

"**PIN**" means the Personal Identification Number (required for access to ATMs) allocated to you by us or, chosen by you from time to time.

"**Shariah**" Refers to all Islamic teachings and guidelines.

"**Haram**" means the things prohibited by Shariah.

"**Merchant**" or "**Merchant Establishment**" means any establishment wherever located, which a card scheme member bank has approved and made arrangements with, to accept and honour cards, for the sale of goods and services to Cardholders.

"**Depository**" means any machine / device whether in Pakistan or overseas, whether of BankIslami Pakistan Limited, or of any other bank on a shared network, at which, amongst other things, you can use your Debit Card to access your Nominated Account and deposit funds in your Nominated Account held with the Bank in Pakistan.

"**EDC**" means any Electronic Data Capture terminals, printers, other peripherals and accessories including PIN pads and necessary software to run the devices, whether in Pakistan or overseas, whether of BankIslami Pakistan Limited, or of any other bank on a shared network, at which

amongst other things, you can use your funds in your Nominated Account held with BankIslami Pakistan Limited in Pakistan to process the, transaction at Merchant Establishment.

"CASST" means Customer Activated Sales and Service Terminals (also called

"**Touch Access Banking Terminals**") whether in Pakistan, whether of BankIslami Pakistan Limited, or of any other bank on a shared network, at which, amongst other things, you can use your Debit Card to access your Nominated Account and do transactions on your account held with BankIslami Pakistan Limited in Pakistan.

"POS" means Point of Sale terminals, whether in Pakistan, whether of BankIslami Pakistan Limited, or of any other bank on a shared network, at which amongst other things, you can use your Debit Card to access your funds in your Nominated Account held with BankIslami Pakistan Limited subject to limits prescribed under existing regulations.

"MNET" means a shared network of ATMs, which BankIslami Pakistan Limited has, an agreement for acceptance of Debit Card.

"1 LINK" means a shared network of ATMs where Cardholder may use the Card.

"CDM" Cash Deposit Machine at which amongst other things you can use the Debit Card to deposit funds in your Nominated Account held with BankIslami Pakistan Limited.

1.GENERAL USE OF DEBIT CARD

1.1 On accepting your application for the same, the Bank will issue to you a Debit Card. You can access cash and carry out other transactions through the use of the Card in ATMs / EDC / Depository / POS devices and / or any similar devices.

1.2 The Debit Card(s) issued will always be the property of the Bank and shall be returned unconditionally and immediately to the Bank upon request by the Bank, without any reasons being required to be given by the Bank.

1.3 The Debit Card is non-transferable by the Cardholder under any circumstances.

1.4 The Bank reserves the right to cancel ATM withdrawal facilities on an Account, at its discretion without assigning any reasons whatsoever.

1.5 You accept that if the Bank agrees to provide the Card at your request, it is entirely at your risk that the Bank has agreed to provide you the facility of carrying out transactions by using the Debit Card, apart from any written standing Instructions now given or that may hereafter be given to the Bank by you.

1.6 You accept full responsibility for all transactions processed by the use of the Debit Card whether on ATM / EDC – POS / Depository / Internet or any other device available or otherwise. Any instruction given by means of the Card shall be irrevocable. You shall, in all circumstances, accept full responsibility for the use of the Card, whether or not processed with your knowledge or your authority, express or implied. You hereby authorize the Bank to debit your account(s) with the amount(s) of any withdrawal or transfer or carry out any such instructions that may be received by the use of the Card in accordance with the Bank's record of transactions. You shall not hold the Bank liable on account of the Bank acting, in the course of business, on your instructions.

1.7 In following your instructions, the Bank will be doing so on a best efforts basis and shall in no way be liable and / or held responsible including on account of delay or inability to act immediately or at all on any of your instructions.

1.8 Any prospective claim to be processed must be submitted with a claim form which can be downloaded from our website or can be requested from our branch or through our Phone Banking department. The application must be lodged within six (6) months of the incident occurring, which has triggered the prospective claim.

1.9 The Bank may, at its sole discretion, withdraw or suspend the facility available for use in conjunction with the Card without any notice. However for changes made to these terms and conditions the Bank shall provide notice to the Cardholder.

1.10 The Bank may, at its sole discretion, decide not to carry out any instructions including where the Bank has reason to believe that the instructions are not genuine or are unclear or are such as to about potential for misuse or are otherwise improper and cannot be put into effect for whatsoever reasons.

1.11 The Bank may, at our sole discretion, videotape or record on camera your access / presence / use of facilities at our premises or obtain such footage in respect of your Debit Card being operated on other ATM machines / and we may rely on footage of such clippings as evidence in any proceedings against you, and you hereby give your consent thereto.

1.12 Transactions, which you initiate, will be completed only if the amount of funds available in your Nominated Account is sufficient to meet the transaction amount in full including any applicable charges, fees, etc. The amount of each completed transaction will be immediately debited from your relevant Nominated Account without notice.

1.13 Should any instruction given by you be capable of being executed by the Bank in more ways than one, the Bank may execute the said instruction in any one of the said ways, at its sole discretion.

1.14 We will not be liable for any failure to provide the facility of the Card or to

comply with these terms and conditions for any cause, circumstances or events that are beyond our control.

1.15 In consideration of the Bank providing you with the facility of the Card, you agree to indemnify and keep the Bank indemnified saved and harmless at all times from and against all actions, claims, demands, proceedings, losses, damages, injury, costs, charges and expenses whatsoever and by whomsoever brought which we may at any time incur, sustain, suffer or be put to as a consequence of and / or by reason of and / or arising on account of providing you with the said facility of the Card and / or by reason of our acting in good faith, taking or refusing to take or omitting to take action on your instructions and / or on account of use of the facility of the Card.

2. SECURING THE PIN

2.1 The Bank will initially allocate a Personal identification Number (PIN) to you. You may select your own PIN (any 4-digit number) if you would like to change it, depending on the availability of the proposed number.

2.2 The security of the PIN is very important and you shall not disclose your PIN to anyone. If you fail to observe any of the security requirements, you may, at your sole risk as to the consequences, incur liability for unauthorized use.

2.3 If you choose your own PIN, you should not select a PIN that is easily identified or identifiable with you, e.g. your birth date, car registration number, or repeated numbers etc.

2.4 You should not write or indicate your PIN on your Debit Card or on any other item you carry or store including with your Debit Card, even if you have disguised it.

3. LOSS OR THEFT OF YOUR DEBIT CARD / PIN / AND NOTIFICATION THEREOF

3.1 In the event of the Card being misplaced, lost or stolen, you must immediately inform the Bank in writing of the same, & report the same to the Bank's Phone Banking at 111 475 - 264. Any transaction that may be incurred on the Debit Card shall be the sole and absolute liability of the Cardholder unless the Bank has received written notice or a report through Phone Banking is made of the theft, loss or misplacement, together with instructions to cancel the Card. Once the Card is reported misplaced, lost or stolen, the Debit Card cannot be used, even if found subsequently. For the period commencing from the time the Card and / or PIN was misused, after misplacement, loss or theft until the Bank has been notified by the Cardholder in writing or a report is made through Phone Banking, as described above, the Cardholder will be liable for the actual amount lost on transactions carried out by the use of the Card and / or PIN during such period.

3.2 The Bank may upon receipt of an application thereof, in its absolute discretion, issue a replacement Card with a new PIN for any lost, misplaced or stolen Card or a new PIN on the existing Card or re-issue a fresh Card with a new or same PIN on these terms and conditions or such other terms and conditions as we may deem fit.

4. DELAYED NOTIFICATION OF MISPLACEMENT, LOSS OR THEFT

4.1 If the Cardholder has contributed to an exposure by not notifying the Bank promptly upon learning of misplacement, loss or theft of the Card and or PIN or if it is unclear to the Bank whether or not the Cardholder has contributed to an exposure, then for the period commencing from the time the Card and / or PIN was misplaced, lost or stolen until the Bank has been notified by the Cardholder in writing or a report is made through Phone Banking as described above, the Cardholder will be liable for the actual amount lost on transactions carried out with the Card and / or PIN.

5. ADDITION TO AND WITHDRAWAL OF FACILITIES

5.1 The Bank may, at its discretion, make available to you more ATMs, EDC – POS, and / or other devices through shared networks for your convenience and use. All fees and charges related to transactions carried out by you at these devices, as determined by us from time to time will be

recovered by a debit to your Nominated Account and notified by virtue of changes made in the Schedule of Charges. You understand and agree that such networks may provide different functionality, service offerings and different charges for different services and / or locations.

5.2 The Bank, shall, at its sole discretion, at any time, without notice to you, be entitled to withdraw, discontinue, cancel, suspend or terminate the facility to use the Card and / or services related to it, at an ATM / other devices or otherwise within and / or outside Pakistan and shall not be liable to you for any loss or damage suffered by you resulting in any way from such suspension or termination. While advance notice of any substantial maintenance work likely to effect the availability of services, shall be given wherever and whenever possible, the Bank reserves the right to suspend, without any notice, access to ATM / other similar devices or the provision of all or any of the services, at any time, if the Bank deems it necessary to do so, whether for routine maintenance or for any other reason without any obligation or liability on its part. In addition, the Bank shall have no responsibility for the unavailability of shared networks and/or third party devices as a result of maintenance work being carried out.

6. TERMINATION OF CARD AND I OR PRIMARY / NOMINATED ACCOUNTS

6.1 In the event the Cardholder decides to terminate the use of the Card, the Cardholder shall give the Bank not less than seven (7) days prior notice in writing and forthwith return the Debit Card to the Bank and obtain a valid receipt thereof. Such termination shall also be deemed a termination of all related facilities accorded by the Bank to a Cardholder.

6.2 The Bank hereby has the Cardholder's express authority to debit the Nominated Accounts online or, in the event of an off line situation, within such time period based on internal policies and / or schemes or regulations that the Bank is a member of and / or bound by, for all withdrawals / transfers effected by the use of the Debit Card / PIN as per the Bank's records, which will be conclusive and binding on the Cardholder.

6.2 The Bank hereby has the Cardholder's express authority to debit the Nominated Accounts online or, in the event of an off line situation, within such time period based on internal policies and / or schemes or regulations that the Bank is a member of and / or bound by, for all withdrawals / transfers effected by the use of the Debit Card / PIN as per the Bank's records, which will be conclusive and binding on the Cardholder.

7. VERIFICATION OF AMOUNTS

7.1 All transaction records for use of the Debit Card / PIN shall be conclusive unless verified otherwise by the Bank. The verified amount shall always be binding on the Cardholder.

8. PROCESSING AND CONVERSION FEE OR CHARGES

8.1 Use of the Debit Card at any ATM / EDC / POS / Depository / other devices may entail a service charge and / or transaction fee and/or processing fee being levied on the Nominated Account

8.2 The Bank can revise the charges, which will be incorporated in the Schedule of Charges.

8.3 The Cardholder's Nominated Account will be debited with such charges as the Bank may from time to time consider appropriate in respect of the Debit Card, which charges shall be as per the Bank's Schedule of Charges which shall be displayed on the Bank's notice board and website.

8.4 The Cardholder shall be solely liable for payment of all of the above.

9. CHARGES AND FEES

9.1 The Bank reserves the right at any time to charge the Cardholder for issue, re-issue of the Card and / or any fees / charges for the transactions carried out by the Cardholder on the Card. Details of the fees and charges as applicable from time to time can be obtained from the Bank and, appropriate notices will be displayed at the Bank's premises or otherwise, stated and updated in the Bank's Schedule of Charges.

9.2 All fees and charges will be deducted automatically from your Nominated Account at the time the fee or charge is incurred. In addition, some other ATM owners or operators of shared networks or service providers may impose additional charges for each use of their ATM / other device, and any such charges along with other applicable fees / charges will be deducted from your Nominated Account as notified in the Schedule of Charges. The Bank will charge an annual fee for the provision of the Debit Card facility to the Cardholder, which will be deducted in advance and shall be non-refundable.

10. LIMITS OF USE

10.1 The Bank reserves the right to limit the minimum / maximum amount which may be transacted each day by the use of your Debit Card and any such limits would also be subject to the availability of balance in your Nominated Account.

10.2 Similarly, daily minimum / maximum transaction limits apply to all ATMs and may vary between different ATMs belonging to different banks/ networks / locations.

10.3 Transactions made by use of a Card may be limited to minimum and maximum amounts in any specified period and to multiples of any amount as may be prescribed. The Bank will not be responsible for any loss or inconvenience that you may suffer due to the lack of uniformity in these limits, for transactions through different ATMs / networks / locations.

11. DEPOSITS AND WITHDRAWALS AT ATMS/CDM

11.1 Cash and cheques can be deposited at the ATMs of the Bank alone if and when the service is available on the ATM / CDM. Cheques deposited will be accepted for collection only. All deposits made through ATMs will be subject to verification before the credit for such deposits is made to the Nominated Account(s). The Cardholder accepts that any cash or cheque deposited through the ATM / CDM with the use of the Card is entirely at the risk and responsibility of the

Cardholder and is subject to verification and implementation by the Bank. The Cardholder accepts that cheques deposited through the ATM / CDM may be sent for collection / clearance upto two (2) clear working days after deposit and the Cardholder's Nominated Account will only be credited after realization. It shall be the responsibility of the Cardholder to ascertain and verify that the Cardholder's instructions have been implemented accurately. Any discrepancy shall be notified within 72 hours of the effective time of the transaction, failing which the transaction shall be deemed to be accepted by the Cardholders as correct. However, where the management of the Bank determines that there exists willful gross negligence on part of employees of the Bank, in such case the Bank will rectify such discrepancy.

11.2 Cash deposits at other bank ATM's and Cash Deposits at merchant establishments are not allowed and the Bank would not be accountable for any such transactions.

12. GENERAL DISCLAIMER

12.1 The Cardholder will not hold the Bank responsible for any inconvenience, loss, damage or embarrassment suffered by the Cardholder due to malfunctioning or non operation of the MNET / 1 LINK ATMs (shared ATMS, through switch) or if the Card is not honored / accepted or if the Cardholder Nominated Account is debited and cash not disbursed or disbursed short for any reason whatsoever or if the Card is retained by the MNET / 1 LINK ATMs. In case the claim proves to be fake after investigation, the Cardholder will be charged a fee as notified in the Schedule of Charges of the Bank.

12.2 The Cardholder is liable to accept that in case if with the use of the Card at MNET / 1LINK ATMs, an ATM dispenses cash but the Cardholder Nominated Account is not debited, the Bank is irrevocably authorized to debit the amount of the withdrawal and all Bank charges applicable to the use of Card to the Cardholder's Nominated Account with the Bank, whether or not made with the Cardholder's knowledge or authority. It is the duty of the Cardholder to check on the prevailing rates of respective charges levied by the Bank. In case the Cardholders Nominated Account does not have sufficient funds for any reason, the Bank will have the right to set off any Account, credit balance / proceeds of instruments or other items of the Cardholder available with the Bank.

12.3 The Cardholder is liable to accept that a fee (as given in the Schedule of Charges or as notified by the Bank) will be charged on all transactions performed on MNET ATMs that includes all ATMs of MNET and 1LINK member banks.

12.4 You must notify the Bank of any change to your address promptly. And shall be fully responsible for not notifying the Bank in this regard, the Bank shall not be liable in any manner or form for posting your statements, letters, notices, Cards or any other related documents to such addresses as maintained with the Bank.

12.5 Also, the Post office and other agents of delivery shall be considered to be the agents of the constituents for all delivery of letters, notices, statements, Cards and any other related documents etc. and you understand that the Bank will not assume any responsibility for any mishandling, incorrect-delivery, delayed delivery, non-delivery, impairment, deterioration, damage, reduction, misappropriation, embezzlement, loss and theft, any negligence and mistake whatsoever committed by the employee(s), authorized representatives / agents of Pakistan Post / Courier or any other agents of delivery in performing their service, duties, functions, responsibilities thereof including transmission of letters, documents, notices, Cards and any other related documents etc including any cheque leaves missing from any cheque books sent on your request.

13. PRINTED TRANSACTION RECORDS, BALANCE INFORMATION STATEMENT

13.1 Errors and Complaints

13.1.1 When you complete a transaction through an ATM, you can opt to receive a printed transaction record or an e-statement. You will ensure that you check your transaction records. You can also obtain information regarding your available funds, wherever the facility is offered, including a written statement by calling the Bank.

13.1.2 You will inform us in writing within thirty (30) days from your receiving a statement, if any irregularities or discrepancies exist in the transactions / particulars of the account on any

statement that we send to you. If we do not receive any information to the contrary within the thirty (30) days, we shall assume that the statement and the transactions are correctly reflected

13.1.3 To protect your interest, the Bank may record on camera or on videotape, at its own discretion, the access to and the presence of any person while availing the use of the Debit Card facilities.

13.1.4 All records maintained by the Bank, in electronic or documentary form, of the instructions of the Cardholder and such other details (including, but not limited to payments made or received) pursuant to these terms and conditions, and all camera / video, recordings made as mentioned above, shall as against the Cardholder, be deemed to be conclusive evidence of such instructions and such other details.

13.1.5 The ATM machine would capture the Debit Card, if responses sought from the Cardholder by the machine are not provided by the Cardholder within a specific time and / or incorrect information / command(s) is / are given to the machine. The Card may be returned to the Cardholder by the Bank only after establishing the identity of the Cardholder as being valid, as per its record.

13.1.6 The Bank will not be responsible for any cash loss for any reasons whatsoever, after any cash withdrawal transaction is completed by the Cardholder at an ATM machine. A cash withdrawal will be treated as completed if the Bank's records indicate that the machine has dispensed the money.

13.1.7 The use of the Card by the Cardholder is at the Cardholder's risk and responsibility and the Bank will not be held responsible for any loss due to theft, burglary or the occurrence of any other adverse event in the vicinity of an ATM.

13.1.8 The Bank reserves the right to participate at any time in any network sharing arrangement, which will enable the Cards, issued by the Bank to be accepted on the electronic devices of other institutions participating in such shared networks. The Bank, will however, not be responsible for any transaction conducted at an ATM machine of another bank.

14. DISCLOSURE OF INFORMATION

14.1 In addition to the disclosure requirements already accepted by the Cardholder pursuant to the Account opening terms and conditions accepted by the Cardholder, the Bank reserves the right, and you hereby agree to the Bank having the right, to disclose to and share with and receive from other institutions, agencies, statutory, executive, judicial and regulatory authorities, whether on request or under an order there from, and on such terms and conditions as may be deemed fit by the Bank or otherwise, such information concerning the Cardholder's Account(s) as may be necessary or appropriate including in connection with its participation in any electronic funds transfer network.

14.2 The use of the Debit Card at an ATM / EDC – POS / other devices shall constitute your express consent:

(a) To the collection, storage, communication and processing of personally identifying and account balance information by any means necessary for us to maintain appropriate transaction and account records.

(b) To the release and transmission to participants and processors in the BankIslami Pakistan Limited ATM network / other networks of details of your Account(s) and transaction information and other data necessary to enable your Card to be used at an ATM / other device.

(c) To the retention of such information and data by the said participants and processors in the BankIslami Pakistan Limited / other networks.

(d) To the disclosure of information to third parties about your BankIslami Pakistan Limited Account(s) or the transactions done through the use of your Card where it is so necessary for completing transactions and / or when necessary to comply with law or any

government agency or court orders or legal proceedings and / or when necessary to resolve errors or questions you may raise and / or in order to satisfy our internal data processing requirements.

(e) The Cardholder hereby expressly authorizes the Bank to disclose at any time and for any purpose any information whatsoever relating to your personal particulars, accounts, transactions, or dealings with the Bank, to the head office or any other branches, any government or regulatory agencies or authorities in Pakistan , and any other person(s) whatsoever where the disclosure is required by law or otherwise to whom the Bank deems fit to make such disclosure.

(f) The Cardholder agrees to provide the Bank information the Bank would require from the Cardholder under law or regulation, or any other appropriate information we reasonably request from time to time.

15. CHANGE OF TERMS AND CONDITIONS

15.1 The Bank at its absolute discretion may, upon provision of notice through email, short messaging service, newspaper advertisement or letter for a notice period of fifteen (15) days which shall be treated as sufficient provision of notice to the Cardholder, amend, alter and/ or change these terms and conditions from time to time. The Cardholder may raise any objection with the Bank in relation to such amendment; alteration or change to these terms and conditions within the notice period of fifteen (15) number of days and the Bank may withdraw/suspend the facility to the Cardholder if he/she refuses to accept the same. All amendments, alterations and/ or changes made to these terms and conditions shall be deemed to be accepted by all Cardholders who have not raised any objections to the same within the notice period. . The Bank may make changes in or make additions to these terms and conditions including but not limited to for the purposes / reasons listed below:

15.2 To impose or increase charges relating solely to the use of your Card and PIN or the use of any additional or replacement Card.

15.3 To increase your liability for losses relating to transactions with your Card.

15.4 To adjust the periodic transaction limits applying to the use of your Card.

15.5 To vary the frequency and manner of use of the services, the withdrawal limits, operating hours and transaction types, facilities and services available at any point in time through the use of the Card and to incorporate any changes required internally by the Bank or on account of any legal or regulatory requirement.

15.6 The Bank may from time to time and at any time revise and I or change any of these terms and conditions including without limitation, the charges livable in respect of the services. Such changes shall be effective from the date specified by the Bank for such modification. Such changes will either be notified to a Cardholder through the mail (including email) or by incorporation in the Schedule of Charges which is updated biannually.

16. EXCLUSION FROM LIABILITY

16.1 Without prejudice to the foregoing, the Bank shall be under no liability whatsoever to you in respect of any loss or damage arising directly or indirectly including out of any defect in goods or services availed of by you under a Debit Card transaction, including if in relation to any co-branded offers or discounts.

16.2 The refusal of any person to honour or accept the Card.

16.3 The malfunction of any electronic terminal or other device.

16.4 The effecting of a transaction instruction other than that of a Cardholder.

16.5 Handing over of the Card by the Cardholder to anybody other than the authorized employees of the Bank.

16.6 The exercise by the Bank of its right to terminate any Card.

16.7 Any injury to the credit character and reputation of the Cardholder alleged to have been caused by the re possession of the Card and I or, any request for its return or the refusal of any merchant establishment to honor or accept the Card.

16.8 Any misstatement, misrepresentation, error or omission in any details disclosed by the Bank to anyone or in the statement of account.

16.9 Decline of usage of the Card, including because of exceeded guidelines/limits issued from time to time, or the Bank becoming aware of the Cardholder exceeding his / her entitlement.

17. FEATURES ON A CARD

17.1 The Bank may from time to time, at its discretion, tie-up with various agencies to offer features on your Debit Cards. All these features would be on a best efforts 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 such merchant / agency/ service provider/ outlet directly, without involving the Bank.

18. INDEMNITY AND LIABILITY

18.1 The Bank shall use its best endeavours to provide error free operation of the Account and the services to the Cardholder. Notwithstanding the same, the Cardholder hereby confirms that

the Bank shall not be liable for and indemnifies and agrees to hold harmless the Bank and its respective officers, directors, employees and representatives, agents and contractors from and against any and all loss, damage, liability, payment and obligation and all expenses (including without limitation reasonable legal costs) incurred, suffered, sustained or required to be paid, directly by, or sought to be imposed upon the Bank, arising out of, inter alia:

(i) The Bank acting upon the Cardholder's written or verbal instructions to stop payment, hold mail, issue and mail cheque books and or to act on any other instructions including standing instructions issued by the Cardholder to the Bank from time to time.

(ii) Any claim by the Cardholder or any other third party concerning an amount transfer, delivery or non delivery of any product requested through the services or any other matter relating to the services.

(iii) Any action taken by the Bank in reliance upon:

(a) Instructions, which are revealed to be duplicate or erroneous;

(b) Instructions purported to have been given by the Cardholder, which are discovered to be fraudulent;

(iv) Any taxes due to be paid by the Bank on payments made through or pursuant to the services.

(v) Any errors, neglects or defaults, acts or omissions whether of itself or of its employees or of any correspondents, sub-agents or of their employee.

(vi) Subject to these terms and conditions, any amendment or variation to / of the Instructions.

(vii) For any instructions not complied with, due to reasons beyond the control of the Bank.

(viii) Any indirect, incidental or consequential loss or loss of profit that the Cardholder may suffer by reason of disruption or failure in any communication or electronic transmission facility or the services.

(ix) Any loss arising out of unauthorized or fraudulent access of the Account or the services or otherwise in connection with any agreement or the Bank's failure to provide the services.

(x) Loss, theft, disclosure of the PINs, Card or the cheque book.

(xi) Diminution due to taxes or imposts or depreciation in the value of funds credited to an Account, whether due to devaluation or fluctuation in the exchange rate or otherwise.

(xii) Due to unavailability of funds because of restrictions imposed by the State

Bank of Pakistan, including refusal or inability to sell foreign exchange necessary to meet request(s) for withdrawal, restrictions on withdrawal or on convertibility, or on transferability, or the requisition, compulsory, transfer of any character, in which circumstances, the Bank's Head Office, other branches, subsidiaries or affiliates will be under no obligation to pay the amount standing to the credit of such Account of the Cardholder with any of the Bank's Pakistan branches.

18.2 The Cardholder hereby agrees to indemnify the Bank for all liabilities, losses, damages and expenses which the Bank may sustain or incur either directly or indirectly as a result of negligence / mistake or misconduct of the Cardholder, breach or non-compliance of the rules / terms and

conditions relating to the Card and Account and/or fraud or dishonesty relating to any transaction by the Cardholder or his employees / agents.

machine I mechanical errors / failures.

18.4 The Cardholder shall indemnify and hold harmless the Bank from any and all consequences arising from the Cardholder not complying with the foreign exchange

laws of Pakistan, including the Exchange Control Regulations of the State Bank of Pakistan.

19. CARD USAGE AND MULTIPLE ACCOUNT LINKAGE

19.1 The Cardholder agrees that in case he has multiple Accounts with the Bank, the Bank will decide the number of Accounts, which will have the Card facility linked to them.

19.2 In case of Cards linked to Multiple Accounts

19.2.1 The account selection facility in respect of a Nominated Account may not be available at all ATMs; hence all transactions at these ATMs will be affected on the Primary Account linked to the Card.

19.2.2 In case the Nominated Account selection facility is available at ATMs then the Cardholder will have the option to choose the Account from the Nominated Accounts to conduct the transaction.

19.2.3 Where the account selection facility is not available, transactions will be affected on the Primary Account linked to the Card. In case there are no funds in the Primary Account, the Bank will not honour the transactions even if there are funds available in the other Nominated Accounts linked to the same Card.

19.2.4 You will not attempt to withdraw funds / purchase goods or services using the Card unless sufficient funds are available in either your Nominated Account or Primary Account, as the case may be. The onus of ensuring adequate account balances is entirely on you. Accounts that violate this condition will be classified as overdrawn accounts and you will have to rectify the account balance position immediately. In every such situation where the

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19.2.4 You will not attempt to withdraw funds / purchase goods or services using the Card unless sufficient funds are available in either your Nominated Account or Primary Account, as the case may be. The onus of ensuring adequate account balances is entirely on you. Accounts that violate this condition will be classified as overdrawn accounts and you will have to rectify the account balance position immediately. In every such situation where the Account becomes overdrawn, you will be required to contribute towards the charity fund of the Bank, the rate of which will be levied as per the Schedule of Charges on the debit balance in the Account. The Bank will determine and notify this rate from time to time.

20. RIGHT OF SET OFF

20.1 Notwithstanding any provision to the contrary contained herein, the Bank may at any time without notice to the Cardholder assert a lien/charge on the Accounts with regard to any indebtedness owed to the Bank whether matured or not and the Cardholder hereby authorizes the Bank at its discretion and without notice to the Cardholder to consolidate all Accounts in which the Cardholder is beneficially entitled, irrespective of the currency or currencies involved, and set-off the amounts available in any such Account against the liability of a corresponding

amount in any other Account. If a shortfall or deficiency arises in favor of the Bank, the Cardholder shall be bound to pay the same forthwith upon first demand by the Bank. Any statement of account rendered by the Bank showing such set off shall (except for any manifest errors) be conclusive evidence against the Cardholder.

21. MERCHANT LOCATION USAGE

21.1 The Card would ordinarily be honored by merchant establishments In Pakistan and in other countries, which display the PayPak logo. The Bank Is not responsible or liable for refusal by any merchant to accept the Card for any reason whatsoever, However, you may report to the Bank any merchant / Bank refusal, detailing the name, location, date and time of the transaction and other details that will assist the Bank in its investigations.

21.2 Card promotional material or the PayPak symbol displayed on any premises Is not a warranty that all goods and services available at those premises can be purchased with your Card.

21.3 The Card is for electronic use only and will be acceptable only at merchant establishments, which have an EDC, or similar terminal that accepts the Cards. Any usage of the Card other than electronic use will be considered as unauthorized.

21.4 The Card will be honored only when it carries the signature of the Cardholder. The Card is operable with the help of the Cardholder's signature at merchant locations.

21.5 Each Transaction is dee med authorized and completed once the POS terminal generates a sales slip. The amount of the transaction is debited immediately from the Primary Account linked to the Card, as the case may be. The Cardholder should ensure that the Card is used only once at the merchant location for any given transaction. The sales slip will be printed each time the Card Is used and the Cardholder should ensure that there is no multiple usage of the Card at the merchant location at the time of any given purchase.

21.6 The Bank accepts no responsibility for any surcharge levied by any merchant establishment and debited to the Cardholder's Nominated Account or any other Account as provided herein with the transaction amount.

21.7 You must sign and retain the sales slip whenever the Card Is used at a merchant establishment. The Bank at an additional charge may firmInli copies of the Sales as sufficient proof that the transaction has been authorized by the Cardholder, and he/she shall be liable for it.

21.8 Any charge or other payment requisition received from a merchant establishment by the Bank for payment shall be conclusive proof that the charge recorded on such requisition was properly incurred at the merchant establishment in the amount and by the Cardholder referred to in that charge or other requisition, as the cane may be, by the use of the Card except where the Card has been lost, stolen or fraudulently misused, the onus of proof for which shall be on the Cardholder.

21.9 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 PayPak rules and regulations as applicable. The Cardholder agrees that any debits received during this time will be honored only based on the available balance in the Account(s) without considering such refunds. The Cardholder also indemnifies the Bank from acts of dishonoring the payment instructions.

21.10 The Debit Card represents a Shariah compliant business entity and should not be in any way used for purchases of Haram products or services (both locally and internationally). The Bank reserves the right to discontinue the Debit Card service or/and business relationship with the Cardholder if non-compliance is reported.

The decision of Shariah board of BankIslami Pakistan will be considered as final regarding the Shariah compliance /non-compliance of any business activity or services

21.11 The Card should not be used for any mail order / phone order purchases and any such usage will be considered unauthorized.

21.12 The Cardholder would be solely liable for all unauthorized acts and transactions.

21.13 You must not at any point, hand over your Card to any other person including for usage on your behalf. You must ensure that you are physically present at an ATM / merchant establishment at the time of any transaction undertaken by you using the Card.

22. CARDHOLDER DISPUTES WITH MERCHANTS

22.1 Any dispute with or complaint against any merchant establishment must be directly resolved by the Cardholder with the Merchant. The Bank is not in any manner responsible for any issues regarding goods and services received by the Cardholder 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 facility is only a facility to the Cardholder available to purchase goods or avail of services and the Bank does not hold out any warranty and/or makes no representation about the quality, quantity, value, delivery or otherwise, howsoever regarding goods or services, and any dispute should be resolved with the merchant establishment directly. However, you may report to the Bank the 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 the complaint, which the Bank is not obliged to ensure.

23. INTERNATIONAL USAGE (May applicable in future)

23.1 You shall ensure adherence to all requirements of the Exchange Control Regulations with regards to foreign exchange entitlements as stipulated by the State Bank of Pakistan from time to time.

23.2 Cardholders emigrating and / or proceeding abroad on permanent employment or intending to become a Non- Resident Pakistani must surrender the Card before leaving and clear the entire outstandings on the Card.

23.3 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, you shall be solely and completely liable and responsible for non-compliance with the law and the regulations and notifications issued there under from time to time.

23.4 The Card cannot be used for effecting remittances for the purposes for which the release of exchange is not permitted under the existing regulations e.g. for subscription to (a) magazines which are on the prescribed / banned list (b) Pools, sweepstakes, lotteries etc. (c) Internet sites selling products / services for which release of foreign exchange is not permitted. The Bank reserves the right to report such violations to the regional office of the Exchange Control Department/ State Bank of Pakistan giving full details. The Cardholder's right to use the Card would cease forthwith.

23.5 Under no circumstances should the payment of Debit Card dues be delayed or refused on the grounds of your having exceeded the entitlement. There will be no obligation on the Bank to make a claim or demand payment from a Cardholder and non-payment shall render the Cardholder liable to risk of withdrawal of your Card membership, with the Bank also having the right to take such other appropriate action.

23.6 The exchange rate charged to the Cardholder for all foreign currency transactions will be the market rate or the rate borne by the Bank as a result of your transaction, and will be binding on the Cardholder.

23.7 You accept full responsibility for wrongful use and use in contravention of these terms and conditions and undertake to indemnify the Bank to make good any loss, damage, charges, late payment charges, and any other financial charges that the Bank may incur and / or suffer on account thereof.

24. FAILURE BEYOND THE CONTROL OF THE BANK

24.1 We shall not be responsible for any loss or damage caused to you by reason of any failure to comply with your instructions, when such failure is caused due to reasons beyond the control of the Bank including, without limitations, strikes, industrial action, equipment failure or interruption of power supplies

25. ABILITY TO REFUSE PAYMENT

25.1 Except as otherwise required by law, if the Bank receives any process, summons, order, injunction, execution, levy, lien, information or notice which the Bank in good faith believes calls into question your ability to transact on your Card, we may, at our option and without liability to you or to the Bank, decline to allow you to obtain any portion of your funds, or may pay such funds over to an appropriate authority and take any other steps required including by applicable law.

25.2 The Bank reserves the right to deduct from your Account service charges and any expenses the Bank incurs, including without limitation legal fees, due to legal action involving your Card.

25.3 All products / vouchers are subject to availability and will be allocated on a first come first served basis. Please contact your branch for further details.

26. GENERAL

26.1 In the event that any one or more of the provisions set out herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not be affected or impaired thereby.

26.2 These terms and conditions shall be governed by and construed in accordance with the laws of Pakistan for the time being in force. The Courts of Karachi shall have jurisdiction to determine

all disputes arising under, out of or connected with these terms and conditions to which the Cardholder hereby submits. However, BankIslami Pakistan Limited shall have the right to pursue contractual and legal remedies within and outside Pakistan.

27. DECLARATION BY THE CARDHOLDER

27.1 "I/we hereby declare and confirm that I/we have received, read and understood the terms and conditions for services pertaining to the BankIslami PayPak Debit Card and agree to observe and be bound by the said terms and conditions and any changes, supplements or modifications thereto that may be made by BankIslami Pakistan Limited from time to time and also understand that these terms and conditions are in addition to and not in derogation of the terms and conditions relating to any Account and are subject to change from time to time. "