



## TERMS AND CONDITIONS FOR SUMMIT BANK-GOLOOTLO PREPAID CARDS

This document constitutes an agreement between the Bank and the Prepaid Cardholder. The Cardholder shall be bound by these Terms by accepting the Card for use. Usage of the Card is subject to these Terms and the policies and procedures that the Bank may establish, as modified and supplemented from time to time, which however, shall be notified to the Cardholder in accordance with the Terms. These Terms are in addition to and not in substitution for any other agreements, mandates, terms and conditions relating to the Cardholder's account(s), where applicable, with the Bank including the general terms and conditions. These Terms are to be read in conjunction with the account opening Terms and Conditions as shall be applicable to the Card account from time to time, for Cardholders which have current and/or savings and/or Islamic banking accounts with the Bank.

- 1 "ATMs" shall mean the Automated Teller Machines installed and operated by the Bank and/or participating bank(s) at various locations in Pakistan in the M Net/1 Link network and/or abroad through which the Cardholder may avail of the ATM service.
- 2 "Bank" shall mean all or any of the branches of Summit Bank Limited.
- 3 "Branch" shall mean the Summit Bank branch, maintaining Prepaid Card Account.
- 4 "Business Day" shall mean a day when the relevant branch of the Bank is open to conduct banking business.
- 5 "Card" shall mean a prepaid card issued by the Bank to eligible individuals pursuant to these Terms.
- 6 "Cardholder" shall refer to an individual to whom a Card has been issued and who is authorized to use the Card.
- 7 "Cardholder Information" means the information that the Bank collects from the Cardholder for the purpose of opening the Card account, Cardholder service (e.g., the cardholder's name, address and phone number etc.) and any information about transactions/purchases made by the Cardholder with the Card (e.g., the date of purchase, amount and the place of purchase etc.) and such other information as the Bank may acquire during the period the Cardholder holds a Card.
- 8 "Merchant" means a merchant or retailer authorized by the Bank to accept Card for purchase of goods or services by a Cardholder at the establishment of the merchant or retailer.
- 9 "Next of Kin" means the individual who has been authorized by the Cardholder in case of his/her death.
- 10 "PIN" and "Personal Identification Number" shall mean the congenital code issued by the Bank to the Cardholder, or chosen by the Cardholder from time to time for use with the Card which enables the Cardholder to perform Card Transactions, either through the ATMs as well as to make purchases without signing a sales receipt at Merchants that have POS Terminals equipped with PIN pads.
- 11 "PKR" means Pakistan Rupees.
- 12 "Statement" means a statement sent by the Bank to the Card Holder setting out the transactions that have been made, utilizing the Prepaid Card along with balance if any, in the Card account. The Cardholder will be issued e-statements.
- 13 "Terms" means the terms and conditions contained herein governing the issuance and usage of the Card by the Cardholder.
- 14 "Transaction" means a transaction carried out by a Cardholder using a Prepaid Card.

- 15 The Cardholder shall sign on the reverse of the Card immediately upon receipt of the same, and ensure that the signature on all Transaction slips signed by the Cardholder are similar to the signature provided by the Cardholder on the Prepaid Card and Prepaid Card application form submitted to Summit Bank. In case the Cardholder desires to alter his/her signature, the Cardholder shall intimate the Bank about the same and execute necessary documents as prescribed by the Bank and/or under law, in this regard.
- 16 The Bank may, subject to any applicable laws, regulations or circulars issued by the State Bank of Pakistan or any other regulatory authority, cancel, revoke, or repossess the Card, at any time, and shall notify it to the Cardholder in writing.
- 17 The Cardholder agrees that the Bank may, in its sole discretion, refuse to carry out any instructions given in relation to the Contact Centre if it has reason(s) to believe that the instructions are not genuine or otherwise improper or unclear or raise a doubt or in case any instructions appear to be illegal or suspicious in any respect. In this case, the decision of the Bank will be binding on the Cardholder
- 18 Prepaid card renewal or substitution for cards that have already been issued shall be handled by the Bank as per the Cardholder's request.
- 19 The Card whether new or replaced will be an inactive for ATM based transaction and the Cardholder will be required to contact the Contact Centre/branch to activate it. After activation, the Cardholder may access the card account.
- 20 All prepaid cards shall only be activated biometric authentication of customer's information from NADRA's system.
- 21 The Card should not be used for company and business funds transfer or settlement/reimbursement of any kind whatsoever, under any circumstances.
- 22 The Cardholder will not earn any profit or return on any funds loaded on the Card through the Card account.
- 23 The Card shall not be deemed to be a credit card and is not, in any way, connected to any bank account of the Cardholder, except the Card account.
- 24 The Card will be acceptable at POS machines & ATMs locally.
- 25 The Card is not transferable and is a pre-loaded card at the time of issue. Person to person transfers on the prepaid card shall not be allowed.
- 26 The Card issued is valid for use only in Pakistan and for making payments in PKR only. However, the Bank may cover international usage of the Card in the future, subject to regulatory approval and such further terms and conditions as the Bank may consider appropriate.
- 27 The Card is the property of the Bank. It shall be subject to the Terms and any additional conditions stipulated by the Bank, from time to time.
- 28 Current accounts will be opened for a reloadable Card, whereas for existing Cardholders it can be linked with their checking accounts, but no profit will be paid on Card account basis.

29 The Card can only be used if sufficient balance is available and the transaction is being made within the limits prescribed below:

Limits On	Reloadable Card Daily Limits (PKR) activated on Biometric Verification via branch
Maximum Balance Per Card	500.000
ATM Withdrawal Limit per day per card	20.000
POS usage per day	50.000
Utility Bill Payment/Mobile Recharge per month	50.000
Mobile Balance recharge service per month (Summit ATM)	5.000

I. Maximum aggregate loadable amount for all categories of cards distributed by Authorised Agent on behalf of Issuing Bank against a single CNIC is:

A) PKR 500,000 for cards issued/activated after biometric verification.

30 The Card will be valid for a period of 3 years, after which the Card will automatically expire. In case a Card expires with a credit balance remaining on it, the Cardholder may apply for a refund of the balance credit amount at any designated branch and, subject to satisfactory completion of all Bank formalities, the Card issuing branch shall issue a pay order to the Cardholder for the balance credit amount. If the Cardholder applies for a refund, they shall surrender the original Card to the Bank. If the Card has expired, the Cardholder shall cut the Card in several pieces and dispose of it responsibly so that it cannot be misused.

**31 Loading of Reloadable Prepaid Cards:**

Any sum to be deposited in the Card should be accompanied by the duly filled prescribed reload form. The Bank may accept for collection, cheques and other instruments payable to the Cardholder themselves at their sole risk. All cheques and other instruments should be crossed before they are deposited for credit in the Card account. The Bank shall endeavor to collect cheques and other instruments promptly but the Bank accepts no responsibility of any delay or loss. Post-dated, stale and defective cheques shall not be accepted for collection. In the event of any instrument deposited being returned for any reason whatsoever or being returned at any time, although previously advised as paid, the Cardholder will refund the proceeds of the said instrument and indemnify the Bank against all losses and costs arising therefrom, and authorize the Bank to recover such an amount from the Card balance or from any account which the Cardholder may have with the Bank, irrespective of whether the Cardholder has an existing relationship with the Bank or is new to the Bank.

**32 Usage of the Prepaid Card at the POS/Merchant Establishment:**

- i. The Cardholder must collect the copy of the Charge Slips/Transaction Slips at the time of payment using the Prepaid Card. The Bank shall not provide copies of the Charge Slips/Transaction slips to the Cardholder.
- 33 The Cardholder agrees that they will not use the Card as payment for any illegal purchase. The Prepaid Card cannot be used for making purchases on the internet, or otherwise, for the purchase of prohibited items like lottery tickets, banned or proscribed magazines, participation in sweepstakes,

payment for call-back services, etc. If in the future, the Bank permits payments on the internet through the use of the Card, it shall inform the Cardholders and also notify them of the additional Terms and Conditions applicable to such use.

34 Discounts will be applicable at partner merchants and outlets on board with this program and specifically named in the promotional material for the Summit Bank-Golootlo Prepaid Card, or at other merchants as may choose to offer discounts on the card of their own accord. The Bank will not be liable for merchants' refusal to provide discounts at any other merchants or outlets except the specified partners in the product information as may be updated from time to time.

### **35 Unclaimed Card Deposit**

In the event that a Card account remains dormant and unclaimed and/or any instrument remains unclaimed for ten (10) years or more the credit balance appearing in the Card account and/or the unclaimed amount shall be transferred to SBP in accordance with Section 31 of Banking Companies Ordinance, 1962.

### **36 Dormant Card Account:**

If the Card account remains inoperative for a period of last one (1) year, then it will be classified as dormant. Any change of address/signature can be requested during the period of dormancy of the Card account but will not result in the change in the status of the dormant Card account. For reactivation of any dormant Card account, the Cardholder must produce their original CNIC and request a change of status in person. Credit transactions will be allowed in reloadable dormant Card accounts. The Bank reserves the right to disallow debit transactions in the Card account while the account remains dormant/inactive. However, debits under the recovery of loans and markup etc., any permissible Bank charges, government duties or levies or instructions issued under any law or from the Court will not be subject to debit or withdrawal restriction.

In the event of death of the Cardholder, and after receipt of due notice of the same to the heirs from the Bank, the Bank shall not be obliged to process any Transaction(s) except on production of a succession certificate or other court orders, from a court of competent jurisdiction.

37 The Bank will facilitate the Cardholder with monthly e-statement of the Card account, provided the Cardholder has registered themselves for e-statement.

38 The Bank shall be liable to charge the Cardholder as per the Bank's Schedule of Charges (if applicable). The Cardholder shall be liable for the payment of all taxes, levies, duties or expenses that may be incurred in relation to the issuance and usage of the Card. The Bank shall charge the Cardholder all applicable service charges/fees, as specified in the Bank's SOC from time to time.

39 The Cardholder will inform the Bank's Contact Centre/branch regarding any change in the Cardholder's name, address, phone number or e-mail address. If the Bank needs to contact the Cardholder to notify about the cancellation of the Card, the Bank will use the Cardholder's last known address in accordance with the Bank's records. The Bank shall not be liable to the Cardholder if the Cardholder's contact details have changed and the Cardholder has not notified the Bank in this regard.

40 The Bank may use the Cardholder Information to provide Cardholder services, process claims for lost or stolen Cards, develop marketing programs, help protect against fraud and conduct research

and analysis. The Cardholder hereby expressly authorizes the Bank to disclose at any time and for any purpose the Cardholder Information to the head office or any other branches, subsidiaries or associated or affiliated entities of the Bank wherever located; any government or regulatory agencies or authorities in Pakistan or elsewhere; any agents or contractors which have entered into any agreement to perform any service(s) for the Bank's benefit; Credit Information Bureaus; any member of the International Payment Scheme; and any other person(s) whatsoever where the disclosures are required by law.

- 41 The Cardholder shall provide the Bank information required by law or regulation, or any other information the Bank may reasonably request from time to time. The Bank reserves the right to disclose the Cardholder Information to any court of competent jurisdiction, quasi-judicial authorities, law enforcement agencies and any other relevant authority, or any other person in the conduct of the Bank's business. If there is any claim or dispute arising from the use or the purported use, loss or misuse of the Card, the Bank may disclose to parties who are privy to the Card Transactions arising therefrom, and/or to any competent authorities, the Cardholder Information that the Bank deems necessary in its sole opinion for the purposes of investigating a claim or dispute or for the purpose(s) of recovering any amount outstanding through the services of debt collecting agencies.
- 42 The Bank shall not be responsible or liable for any loss suffered as a result of the Bank being prevented from or delayed in providing services in relation to the Card or any services. The Bank shall not be responsible or liable for any loss or damage arising directly from any malfunction of the Card or ATMs or POS terminal, or for any technical or non-technical defect or breakdown of any ATMs and/or any part thereof, or the temporary or prolonged non-availability of any services or in respect of the Card, ATMs or POS terminal for any reason whatsoever, including, without limitation, due to any dispute of whatsoever nature.
- 43 The Bank shall not be responsible or liable for any loss suffered as a result of the Bank being prevented from or delayed in providing any service pertaining to the Card or any other services inclusive, due to strike, acts of war, failure of power supplies or equipment or any other cause beyond the Bank's reasonable control. The Cardholder hereby agrees to indemnify and keep the Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, personal inquiry, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain or suffer as a consequence of providing the Cardholder the facility of the Card or by reason of the Bank's acting in good faith and taking or refusing to take any action on the Cardholder's instructions or otherwise by providing the services or if the PIN is lost, mislaid or stolen or in the event of a breach of these Terms by the Cardholder.

#### **44 Card Conditions:**

- 44.1 The Cardholder may use the Card, subject to the following:
- i. As an ATM card for use at the ATMs to avail the ATM Service as mentioned in the limit table above within Pakistan, or, if permitted by the Bank in the future, to use the Card globally on ATMs, affiliated with the relevant global network(s).
  - ii. As a debit card for the payment of goods and services within Pakistan at Merchants; and
  - iii. For additional services that the Bank may provide to Cardholders from time to time.
- 44.2 For the issuing of the Card and the authorization thereof, as well as the processing of Card Transactions conducted with it, the Bank can charge the Cardholder relevant fees, which are to be

made known to the Cardholder in an appropriate form. The Bank is authorized by the Cardholder and is entitled to debit the said fees from the relevant Card account or any other account of the Cardholder in case the relevant Account does not have sufficient balance.

- 44.3 The Cardholder shall not disclose in any circumstances the PIN to any person and shall take every precaution to prevent disclosure of the PIN to any person. The PIN is to be kept confidential and must not be provided by the Cardholder to any other person. In particular, the PIN must not be noted upon the Card or stored in any other manner, even in an altered form, together with the Card.
- 44.4 The Card shall only be used by the Cardholder. The Cardholder is not allowed to give his/her Card to third parties nor make it accessible to any such third parties.
- 44.5 The Card can only be used if sufficient balance or an approved limit exists in the Card account.
- 44.6 Without prejudice to the restriction on the use of the Card by the Cardholder only, the Bank shall be entitled to treat each Transaction carried out through the use of the Card at an ATM or POS Terminal, as having been made by the Cardholder. The risk arising from the use and the misuse of the Card is thus solely assumed by the Cardholder directly and Bank will not be liable in respect of the same.
- 44.7 The Bank is authorized to block Card Transactions or any services linked with the Card at any time, without prior notice to the Cardholder and without any reason.
- 44.8 The Card is the property of the Bank and should not be used by any person other than the Cardholder, subject however to the right of the Bank conferred by clause 43.6.
- 44.9 In the event that there are insufficient funds available in the Card account to pay for any Card Transaction, including any markup, fees, charges or other payments due to the Bank, the Bank may in its absolute discretion transfer sufficient funds from any other Account maintained by the Cardholder with the Bank to the relevant Account to recover markup, fees or other charges payments due to the Bank.
- 44.10 The Bank shall not be liable in any event for any loss or damage resulting from the refusal of any Merchant or other bank or the Bank or the ATMs or POS Terminals to accept use of the Card in connection with any Card Transaction or retention of the Card by any ATM.
- 44.11 A Card Transaction cannot be cancelled by the Cardholder after it has been completed.
- 44.12 The Bank will normally debit the amount of any Card Transaction to the Card account as soon as the Bank receives notification from the Merchant in connection therewith. The Bank will not be liable for any loss resulting from any delay therein. The Cardholder agrees to reimburse the Bank for any amounts that are due from the Cardholder for Card Transactions authorized by him/her even after closing of the Card account.
- 44.13 If a Merchant makes a refund for a Card Transaction, the Bank will credit the Card account when it receives the Merchant's proper instructions and the funds in respect of such refund. The Bank will not be responsible or liable in any manner for any delay in receiving such instructions and refunds.
- 44.14 The Cardholder will be liable for all losses or costs incurred by the Bank as a result of any breach by the Cardholder of the Terms and shall reimburse to the Bank all such costs on the Bank's first demand.

44.15 In the event of the death of the Cardholder, all Card Transactions already effected will be debited from the Card account.

44.16 The Cardholder will be solely responsible for any losses or expenses incurred as a result of the loss, theft, misuse or unauthorized use of the Card.

44.17 The Bank is not liable in any way for the quality, quantity, sufficiency, acceptability of the goods and/or services purchased by the use of the Card by the Cardholder or for any surcharge (additional amount) charged by a Merchant, or any other breach or non-performance of any Card Transaction by a Merchant or for any act of the Merchant. In the event of a dispute between the Cardholder and the relevant Merchant and/or the Bank or any other person, the Cardholder's liability to the Bank shall not, in any way, be affected or reduced or suspended by such dispute or any counter claim which the Cardholder may have against such Merchant or other person.

44.18 The Bank is not liable to the Cardholder for any loss or damage of whatsoever nature due to or arising from the disruption or failure or defect in any ATM and/or POS Terminal or other machine, or data communication or transmission link, or due to or from any dispute or any other thing or cause beyond the control of the Bank.

44.19 In case of the use of the Card for the purpose of availing additional services to be provided by the Bank from time to time subject to the Terms contained herein, the Bank shall notify the Cardholder of the additional terms and conditions applicable to such additional services at least 30 days prior to the implementation of such services and the additional terms and conditions coming into force and upon such implementation all such terms and conditions shall become applicable to the Card. All amendments to the Terms and all new terms and conditions applicable to new, enhanced or upgraded services shall be notified to Cardholders at least 30 days prior to the aforesaid terms and conditions coming into force by any means the Bank considers appropriate, including the Bank putting them up on notice boards at its Branches and/or on its website.

44.20 The Cardholder must notify the Bank immediately should the Card be lost or stolen or should the PIN be disclosed or if the Cardholder suspects that the Card has been used in a manner not authorized in the Terms. The Bank shall take reasonable steps to deactivate the Card upon it being reported stolen or lost. However, the Bank will not assume liability for any misuse of the Card until such time as it is deactivated.

44.21 The Cardholder shall at no time use or attempt to use the Card for withdrawal, transfer or debit unless there are sufficient funds in the Cardholder(s) account designated in the application of the issuance of the Card and to ensure that no withdrawal/ transfer/debit exceeds the per day/per Transaction balance available in the Card account of the Cardholder, as applicable withdrawal/transfer limits which may be prescribed by the Bank from time to time.

44.22 The Bank may suspend or withdraw the Card facilities offered to the Cardholder and cancel the Card without assigning any reason thereof and without affecting the Cardholder's liabilities and obligations to the Bank. The Cardholder further accepts that no prior notice will be required to be given by the Bank for such suspension/ withdrawal/cancellation and retention of the Card by the ATM and refusal by the ATM to honor instructions through the Card shall be construed as a withdrawal/cancellation of the Card, unless confirmed otherwise to the Cardholder from the Bank.

44.23 The Cardholder accepts that all Card Transactions are binding jointly and severally on joint Account holders who can operate such account individually.

44.24 Card services shall not be available in respect of Joint accounts that require two or more signatures to jointly give instructions relating to the account. The services will be available in respect of a Joint account which has two or more Individuals or authorized signatories and any one individual or authorized signatory thereof can give instructions relating to that account. In the latter situation, the Bank will issue the Card to each of the authorized signatories of the joint account. In case of any changes in the account operating instructions whereby operations of the account require more than one authorized signatory, the Bank shall cancel the Card(s) immediately and shall inform the Cardholders subsequently.

44.25 In case a Cardholder uses the Card at an ATM and the Cardholder's Account is debited and cash not distributed or disbursed short, the Cardholder will submit a claim for the amount of the respective Card Transaction with the Bank and the Bank will reverse the claimed amount only after verification of such amount for the subject Card Transaction from the ATM and the respective bank whose ATM was used.

#### **45 Contact Centre Services**

45.1 That the Bank is irrevocably and unconditionally authorized and instructed to accept all instructions received from the Cardholder via telephone and the Bank may rely conclusively on the authenticity of and due authorization for any such instructions and regard the same as emanating from the Cardholder where the issuer of such instructions correctly provides such information for identification purpose as may be specified by the Bank from time to time, including but not limited to:

- a. The Cardholder's Computerized National Identity Card number.
- b. The TPIN Issued by the Bank to the Cardholder to enable verification of the identity of the Cardholder and for the Cardholder to validly Issue Instructions for availing any of the services.

45.2 The Cardholder shall be responsible to keep confidential the TPIN generated by following the procedure outlined by the Bank and the same will not be disclosed to any other person and the Cardholder will safeguard it from being divulged and/or being used by any other person(s).

45.3 The Cardholder must notify the Bank immediately should the Cardholder suspect that the TPIN has been disclosed or if the Cardholder suspects that the TPIN and/or the Contact Centre Services are being used in a manner not authorized in the Terms.

45.4 Without prejudice to the restriction on the use of the Card by the Cardholder only, the Bank shall be entitled to treat the use of the correct TPIN and other information to access the Contact Center Services, as having been made by the Cardholder. The risk arising from the use and the misuse of the Card is thus solely assumed by the Cardholder directly and Bank will not be liable in respect of the same.

45.5 The Cardholder hereby permits and authorizes the Bank to use voice-recording and IVR key strokes recording procedures in connection with any communication with the Cardholder in order to record or verify the instructions. Any such voice and IVR recording made by the Bank constitute evidence of the Instructions so recorded.

45.6 The Bank shall not be responsible for any loss or damage if the Cardholder is unable to gain access and /or use the Contact Centre Services due to reasons beyond its control, including, but not limited to, any computer and telecommunication, electrical, technical or network failure or malfunction.



- 45.7 The Cardholder understands that the Bank shall endeavor on best efforts to make available Contact Centre Services for use; however routine maintenance requirements, excess demand on the system and other reasons beyond the control of the Bank may cause disruptions in availability of the Contact Centre Services.
- 45.8 The Cardholder understands that the Bank may, without prior notice;
- i. Change the mode of operation of the Contact Centre Services, add, remove or otherwise change the Contact Centre Services.
  - ii. Temporarily or permanently discontinue the Contact Centre Services.
  - iii. Take any other step that may be required by the Bank from time to time.
- 45.9 The Cardholder shall be responsible, at the Cardholder's own expense, to ensure that the telephone or any other device through which the Cardholder accesses the Bank's Contact Centre Services is compatible with the service system used by the Bank. The Bank will not be responsible for any loss, damage or harm arising due to non-compatibility between the Bank's systems and the telephone or other device from where the Contact Centre Services are accessed.
- 45.10 The Cardholder is aware that telephone connections are not always secure and may be subject to interference, tapping or duplication. The Cardholder agrees that the Bank will not be responsible for any unauthorized access and use by a third party and of information or instructions being sent through the Contact Centre Services.
- 45.11 It is the responsibility of the Cardholder to become acquainted with the process/method of using Contact Centre Services available on the specified number and the Bank shall not be responsible for any errors made by the Cardholder(s) in this regard.
- 45.12 Contact Centre Services are intended to be used by the Cardholder within the geographical limits of Pakistan and in case it is accessed from a foreign country or outside Pakistan, subject to the Bank making the Card available for use outside Pakistan in the future, the Cardholder shall be solely responsible to comply with laws and regulations of the relevant foreign country for the Bank's Contact Centre Services to that country.
- 45.13 The Cardholder shall be responsible for all claims, actions, damages or losses incurred by the telephone service provider or mobile service provider in relation to accessing and using the Contact Centre Services.
- 45.14 The Cardholder will be fully responsible for any Instruction(s) given to the Bank in relation to the Services available via the Contact Centre Services and the Bank will not be liable in any manner for any unauthorized fraudulent or erroneous instruction.
- 45.15 The Cardholder understands that no written advice or confirmation will be made and issued by the Bank for any Transactions conducted through the Contact Centre Services, although such transactions will be recorded in the statement of account as issued by the Bank periodically to the Cardholder.
- 45.16 The Cardholder agrees that the Bank will not be liable in any manner for, including but not limited, to the following:
- i. Any error, default, delay or inability to act on all or any of the instructions given through the Contact Centre Services.

- ii. Loss of any instructions given by the Cardholder to the Contact Centre Services.
  - iii. Unauthorized access by any other person to any instruction given by the Cardholder through the Contact Centre Services.
  - iv. For any loss or damage that may arise or be incurred, directly or indirectly, by reason of the Bank carrying out any instructions or failure of the Bank's Contact Centre Services.
  - v. For any change, alteration, additions or deletions to these Terms, the services the systems of operation of the Contact Centre Services or the daily cut-off times as notified by the Bank on to site.
  - vi. For any partial, incomplete, late or failed transfer or bill payment to any payee nominated under the Contact Centre Services due to reasons beyond the Bank's control.
  - vii. Any instructions submitted through the Bank will not be affected and remain valid if operations of Contact Centre Services are suspended or come to an end due to any reason.
- 45.17 On instructions received through Contact Centre Services, the Bank will be entitled to debit any amount along with the applicable charges and fees as applicable from time to time on the Transactions from the Card accounts. The instructions given on Internet Banking Services cannot be reversed. The Bank will not be responsible for, including but not limited to, the following:
- a. To reverse an instruction given through Contact Centre Services.
  - b. To accept any instructions which are conditional or which require to Bank to make payment to a third party earlier (or later) than the time the Bank requires according to normal banking practice.
- 45.18 The Bank will act on instructions in accordance with cut-off times as notified by the Bank from time to time or in absence of such notice as per the normal banking practice.
- 45.19 The Bank shall be entitled to charge fees for access and use of the Contact Centre Services. The Bank may also charge applicable fees and service charges for carrying out Transactions through the Bank's Contact Centre services, which charges shall be notified in the schedule of charges issued by the Bank from time to time.

## **46 Mobile Banking**

- 46.1 The device used for using the Mobile Banking Services may include a computer, mobile/cell phone, television or similar technologies (the device) and the medium through which the Cardholder accesses electronic banking may include the internet, wireless application protocol (WAP), wireless Internet gateway (WIG), short messaging system (SMS), or similar technologies (the medium). In connection with these Terms, the "device" and the "medium" shall collectively be referred to as "Mobile Banking Service". Where a particular communications system requires contractual provisions different from other communication systems, this will be clearly stated in these Terms.
- 46.2 Mobile Banking Services will only be available for mobile phones and data connections which meet the required specifications and configurations as may be specified by the Bank from time to time. The Cardholder must agree to procure and maintain a mobile phone and data connection with a mobile number which is duly registered with the Bank. These requirements must be met by the Cardholder at their own expense, if the Cardholder is desirous of using the Bank's Mobile Banking Services. The Mobile Banking Services are currently available only to resident Pakistani Cardholders with Card accounts maintained with the Bank.

- 46.3 The Bank will inform the Cardholder from time to time about any changes and/or modifications in respect of access and/or operation of the Mobile Banking Services. The Cardholder must adhere to all such changes while accessing or operating the Mobile Banking Services.
- 46.4 Mobile Banking Services are intended to be available 7 days a week, 24 hours a day but there is no warranty that the same will be available at all times. The Cardholder agrees that the Bank shall be entitled at any time, at the Bank's sole discretion and without prior notice, to temporarily suspend the operation of the Mobile Banking Service for updating, maintenance and upgrading purposes, or any other purpose whatsoever that the Bank deems fit, and in such event, the Bank shall not be liable for any loss, liability or damage which may be incurred as a result.
- 46.5 The scope, features and functionality of the Mobile Banking Services will differ from the other banking Services in relation to other electronic channels, and may be varied by the Bank from time to time. The Cardholder agrees and acknowledges that certain services are not available on the Bank's Mobile Banking Services and these may or may not become available in the future; additionally, the Cardholder also agrees and acknowledges that certain services which are currently available on the Mobile Banking Services may be discontinued by the Bank, without incurring any liability.
- 46.6 The Cardholder acknowledges and agrees that the Bank may, in its sole and absolute discretion, without notice and from time to time add to, vary, alter, suspend or remove any part of or all of the Mobile Banking Service, or any function or feature of the Mobile Banking Service, without giving any reason and without incurring any liability.
- 46.7 The Cardholder understands that any access to Mobile Banking Service will be effected through the relevant mobile phone service provider in the country from where such service is accessed, and to this extent such access will also be subject to and governed by the relevant laws and regulations of the country and any terms and conditions prescribed by the MSP in separate agreements with the Cardholder. The Cardholder shall be responsible for all fees, charges and expenses, including without limitation charges for overseas usage, which may be imposed by the Mobile Phone Service Provider in servicing the Cardholders telecommunications equipment in connection with the use of Mobile Banking Service.
- 46.8 The Cardholder represents to the best of his/her/their knowledge that the Cardholder's telecommunications equipment through which access may be effected by any use of the Card account number and the security code are free from any electronic or mechanical defect, data failure or corruption, viruses, bugs and other similar problems. The Cardholder agrees that neither the Bank, nor any of its officers and employees or any branch, affiliate or subsidiary of the Bank, are responsible for any electronic or mechanical defect, data failure or corruption, computer viruses and bugs or related problems that may be attributable to the Cardholder's telecommunications equipment and/or the services provided by any relevant MSP.
- 46.9 The Bank may wherever feasible extend the Mobile Banking Services to other MSPs from time to time. The Cardholder assumes full responsibility for the security and confidentiality of his/her mobile phone/mobile phone number and the Security Code to be used in initially gaining access to his/ her designated Card Account(s) through the use of his/her mobile phone.
- 46.10 The Cardholder assumes full responsibility to inform the MSP to block the SIM card or discontinue the mobile phone number in case of loss or theft of the mobile phone. The Cardholder undertakes to lock his/her mobile phone at all times. In case the Cardholder's phone is lying

unattended and the same not being locked, the Bank shall not be liable for any breach of confidentiality of any data/information sent to the Cardholder's mobile phone. The Cardholder acknowledges that he/she is solely responsible for protecting his/her mobile phone/device and the SIM card.

- 46.11 The Cardholder shall inform the Bank immediately on surrendering or discontinuing the use of the MSPs mobile connection or blocking of his or her mobile phone SIM card. The Cardholder alone is responsible for ensuring continuation of the Mobile Banking Services on his/her MSPs mobile connection.
- 46.12 The Bank shall not be concerned with and will not be held liable for any dispute that may arise between the Cardholder and the MSP and makes no representation or gives no warranty with respect to the quality of the service provided by the MSP or the guarantee for timely delivery/execution/contents of each alert and or Transactions.
- 46.13 The Cardholder is duly bound to acquaint himself/herself with the detailed process for using the Mobile Banking Services and the Bank is not responsible for any error and/or omissions of the Cardholder in connection with the same.
- 46.14 The Bank is not bound to acknowledge the receipt of any query and/or instructions, nor shall the Bank be held responsible to verify any instructions. The Bank shall endeavor to provide confirmation of instructions on a best effort basis and wherever operationally possible for the Bank.
- 46.15 The Cardholder is solely responsible for intimating the Bank in writing or by calling the Contact Centre Services helpline for any change in his/her mobile phone number and in the absence of the same the Bank will not be liable for sending alerts or other information over the Cardholder's mobile phone number in any way, whatsoever.
- 46.16 The Cardholder acknowledges that the Mobile Banking Services are available via a sensitive electronic system and is dependent on the telecommunications infrastructure, connectivity and services within Pakistan. The Cardholder accepts that timelines of alerts sent by the Bank will depend on factors affecting the telecommunications industry. Neither the Bank nor its Service Providers shall be liable for spoofing errors or delays in Transactions, non-delivery of alerts, error, loss, distortion in transmission of and wrongful transmission of Alerts to the Cardholder.
- 46.17 The Bank shall endeavor to provide the Mobile Banking Services on a best effort basis and the Cardholder shall not hold the Bank or its Service Providers responsible/liable for non-availability of the Mobile Banking Services or any loss or damage caused to the Cardholder as a result of use of the Mobile Banking Services (Including relying on the Mobile Banking Services for the Cardholder's personal, investment or business purposes). The Bank or Its Service Providers shall not be held liable in any manner to the Cardholder in connection with the use of the Mobile Banking Services.
- 46.18 The Cardholder accepts that each alert may contain certain financial and/or non-financial Card accounts information relating to the Cardholder. The Cardholder authorizes the Bank to send Card account(s) related information, though not specifically requested, if the Bank deems that the same is relevant. The Cardholder further authorizes the Bank to send alerts containing marketing and promotional information or any other information as the Bank may deem t from time to time.
- 46.19 By agreeing to the Terms of the Bank in relation to Mobile Banking Services, the Cardholder accepts the option to use enhanced options, as and when they are made available by the Bank,

which may include but not be limited to; information requests and purchase of investments and insurance products, other non-Banking products offered by Service Providers, additional bill payments, transferring from one currency to another, international and internal remittances. Upon the Bank offering the enhanced options, the Cardholder shall be advised the fees charged for the various enhanced options made available. Such options may or may not be charged on a per Transaction basis or otherwise, as determined by the Bank.

- 46.20 Notwithstanding anything contained herein to the contrary, the Bank may, at any time, in its absolute discretion temporarily withdraw or terminate the Mobile Banking Services, either wholly or in part. Further, the Bank may, without prior notice, temporarily suspend the Mobile Banking Services at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the temporary suspension of the Mobile Banking Services.
- 46.21 The Bank will automatically terminate the Cardholder's right of access to the Mobile Banking Services should the Cardholder cease to maintain the Card account with the Bank which can be accessed via the Mobile Banking Services or should the access to such account(s) be restricted by the Bank or any other party for any reason.
- 46.22 The Bank reserves the right to introduce additional services with or without giving any notice to the Cardholder. The Bank reserves the right to send messages to the registered Mobile phones regarding its products, services or any related matter, without the express consent of the Cardholder.
- 46.23 Security Codes may be issued by the Bank for access to certain Mobile Banking Services, as required by the bank from time to time and which may be different from those issued for the other Services. The Bank may also issue separate requirements, restrictions, Instructions, activation and access procedures, or any additional conditions pertaining to the access and use of the Mobile Banking Services, the Software, and the Security Codes the Mobile Banking Service, and the transmission of Instructions. All procedures may be varied by the Bank from time to time. The Cardholder agrees and undertakes to be bound by and to comply with all of the procedures as may be issued by the Bank from time to time in connection with the Mobile Banking Services.
- 46.24 The Cardholder must secure the software and the security codes installed in the mobile phone with a password. All such passwords and the security codes must be kept strictly confidential and must not be disclosed to anyone else. The Cardholder must not leave the mobile phone unattended or permit any person access to the mobile phone in such a manner that he may access to the Cardholder's software, security codes or the Mobile Banking Services, whether with or without the Cardholder's consent.
- 46.25 In the event that the Cardholder loses or replaces or parts with possession or control of the Mobile Phone in which the software and/or security codes are installed, or if the Cardholder has reason to believe that someone has accessed the Card account(s) using the software or security codes, the Cardholder must immediately notify and instruct the Bank to revoke the security codes immediately, and make a fresh registration for Mobile Banking Services.
- 46.26 The Bank shall be entitled to charge fees for access and use of the Mobile Banking Services. The Bank may also charge applicable fees and service charges for carrying out Transactions using Mobile Banking Services and such charges shall be as notified in the schedule of charges issued by the Bank from time to time.

- 46.27 The Cardholder accepts that all information and/or instructions will be transmitted to and/or stored at various locations and be accessed by personnel of the Bank (and Third Parties, as required). The Bank is authorized to provide any information or details relating to the Cardholder or the Card Account to the MSPs or any other service providers so far as is necessary to give effect to any instructions of the Cardholder.
- 46.28 If any instruction is submitted via Mobile Banking Services from a mobile number duly registered with the Bank, the Bank may act upon such authority and instructions and may presume that the same are genuine and accurately represent the wishes of the Cardholder, even if the instructions are actually compiled or sent in error or by fraud or negligence or altered or amended by someone other than the Cardholder, with or without the actual knowledge or instruction of the Cardholder. The input of a security code may also be an additional requirement for providing an instruction, if stipulated by the Bank in relation to any specific Mobile Banking Service. The Bank however has no duty to verify the facts and genuineness of the instructions. The Cardholder shall agree to hold harmless and indemnify the Bank against any loss, costs, claims, damages, expenses, liabilities or proceedings, which the Bank may incur or suffer as a result of acting upon or delaying to act upon or refraining from acting upon the aforesaid instructions.
- 46.29 The Cardholder permits the Bank to issue notices required under these Terms, or under relevant legislation or regulations, by making such notification available via the communication systems of the Bank or by sending such notification by email, SMS or similar technologies. Any notices so issued by the Bank, will as far as they contain contractual terms relating to mobile and online banking, also form part of these Terms.
- 46.30 Unless clearly stated, all material on the communication system of the Bank merely constitutes an invitation to do business with the Bank. It does not constitute an offer or solicitation to buy or sell, or dispose in any way, of any investment, or to enter into any Transaction.
- 46.31 The Bank may use the services of other organizations to provide information on its site and for the purposes of the Mobile Banking Services. The Bank shall have no control over this information and therefore cannot make any representations or warranties of any nature as to the accuracy, appropriateness or correctness of such information. The Cardholder agrees that such information is provided on an "as is" basis and that the Bank will not be directly or indirectly liable for any damages that may arise from the Cardholder relying on the same.
- 46.32 All quotes, news, market information such as share prices or data shown through Mobile Banking Services, by way of live information feeds are subject to delay by at least 30 minutes unless otherwise stated, The Cardholder should always select the "refresh" or similar page or screen update function on the Cardholder's internet browser or handset to ensure that the information the Cardholder is viewing is the most current.
- 46.33 The Bank shall retain all copyright and other intellectual property rights in all material. Including logos and other graphics and multimedia works published on or via the site or Mobile Banking Services. The Cardholder is authorized to view and download one copy to a local hard drive or disk, print and make copies of such printouts provided that:
- i. The material is used for considering or using Mobile Banking Services and for no other commercial purposes.
  - ii. Any reproduction of any portion of the proprietary material of the Bank includes the Bank's entire copyright notice.

- iii. The logos and trademarks used and shown in relation to Mobile Banking Services provided through the Bank are the registered and unregistered trademarks of the Bank or of third parties. Nothing contained in the provision of online Mobile Banking Services should be construed as granting any license or right to use any trade mark or other intellectual property without the prior written permission of the Bank or that of the relevant third parties, as applicable.
- 46.34 Irrespective of the existence of copyright, the Cardholder acknowledges that the Bank is the proprietor of all material on the communication system, whether it constitutes confidential information or not, and that the Cardholder shall have no right, title or Interest in any such material.
- 46.35 The Cardholder must only use and maintain hardware and software of sufficient quality and performance capability so as to enable use of the Mobile Banking Services. The Cardholder's failure to use such software or hardware may result in a higher security risk and cause the Mobile Banking Services not to operate properly or not at all. Software, if any, made available for download on or via the Mobile Banking Services is governed by license conditions that establish a legal relationship with the licensor. The Cardholder must indemnify the Bank against any breach of these license conditions. The Bank gives no warranty and makes no representation, whether expressly or implied, as to the quality or fitness for purpose or use of such software.
- 46.36 No warranty, whether express or implied is given that any les, downloads or applications available via Mobile Banking Services are free of viruses, Trojans, bombs, time-locks or any other data or code which has the ability to corrupt or affect the operation of the Cardholder's computer, database, network other information systems.
- 46.37 Information transmitted via an unsecured link over Mobile Banking Services is susceptible to potential unlawful access, distortion or monitoring. The Cardholder must comply with the security tips which are published on the Bank's site from time to time. As the Bank does not have the ability to prevent unlawful activities by unscrupulous persons, the Cardholder accepts that the Bank cannot be held liable for any loss, harm or damage suffered by the Cardholder as a result thereof. To limit these risks, the Bank may request independent verification of any information transmitted by the Cardholder via the Mobile Banking Services from time to time.
- 46.38 The Bank does not warrant that the communication system or Mobile Banking Services will be error-free or will meet any particular criteria of accuracy, completeness or reliability of information, performance or quality. The Bank expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
- 46.39 The Cardholder understands that no written advice or confirmation will be made and issued by the Bank for any Transactions conducted via the Mobile Banking Services, although such Transaction will be recorded in the statement of account as issued by the Bank periodically to the Cardholder.
- 46.40 The Cardholder agrees that the Bank will not be liable in any manner for, including but not limited to the following:
- i. Any error, default, delay or inability to act on all or any of the instruction given through the Mobile Banking Services.
  - ii. Loss of any instructions given by the Cardholder through Mobile Banking Services.
  - iii. Unauthorized access by any other person to any Instruction given by the Cardholder through the Mobile Banking Services.

- iv. For any loss or damage that may arise or be incurred directly or indirectly by reason of the Bank carrying out any Instructions or failure of the Bank's Mobile Banking Services.
  - v. For any change alteration, additions or deletions to these Terms, the Services the systems of operation of the Mobile Banking Services or the daily cut-o times as noticed by the Bank on its site.
  - vi. For any partial, incomplete, late or failed transfer or bill payment to any payee nominated under the Mobile Banking Services due to reasons beyond the Bank's control.
  - vii. Any Instructions submitted through the Bank will not be affected and remain valid if operations of Mobile Banking Services suspended or comes to an end due to any reason.
- VIII. The bank will indemnify the customer against the fraud or error made by the agent.

46.41 The Cardholder agrees that all instructions transmitted by the Cardholder's Mobile Phone or otherwise issued by the Cardholder, though in electronic form shall be treated as written documents. The Cardholder agrees not to dispute or challenge the validity or enforceability of any such instruction on the grounds that it is not a written document and the Cardholder hereby waive any such right in law. All such instructions are to be considered original documents and the Cardholder agrees not to challenge the admissibility of any instruction on the grounds that it is made in electronic form. The Cardholder acknowledges and agrees that the Banks' records and any records of the instructions made or performed, processed or effected through the Mobile Banking Services by the Cardholder or any person purporting to be the Cardholder, or any record of Transactions relating to the Mobile Banking Services and any record of any Transactions maintained or by any relevant person authorized by the Bank relating to or connected with the Mobile Banking Services, whether stored in electronic or printed form, shall be binding and conclusive on the Cardholder for all purposes and shall be conclusive evidence of the instruction and Transactions and the Cardholder's liability to the Bank. The Cardholder hereby agrees that all such records are admissible in evidence and that the Cardholder shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were incorporated and/or set out in electronic form or were produced by or are the output of a computer system, and the Cardholder waives all rights (if any) to object to the same.

<b>Service Charges</b>	
Issuance of Prepaid Card Fee	Rs. 999
Re-Issuance of Prepaid Card Fee	Free
Annual Fee	Free
Withdrawal (Summit Bank Customer on Summit Bank ATM)	Free
Withdrawal (Summit Bank Customer on 1Link Switch ATM)	Rs. 15/-
Withdrawal (Summit Bank Customer on Mnet Switch ATM)	Rs. 15/-
Balance Inquiry (Summit Bank Customer on Summit Bank ATM)	Free
Balance Inquiry (Summit Bank Customer on 1Link Switch ATM)	Free
Balance Inquiry (Summit Bank Customer on Mnet Switch ATM)	5/- or at
<i>*Subject to revision of Schedule of Charges time to time which is available on Summit</i>	