



## UPI Mobile Payment Services

### Terms & Condition

#### Important Information

Please carefully read through the following sections of the terms and conditions. These terms govern the use of Summit Mobile Application

#### Quick Response (QR) Code Payment Services

Summit Bank reserves the rights to amend these terms and conditions from time to time at its sole discretion. By continuing the use of Summit Mobile Application, you agree to have read and accepted these terms and conditions.

These Terms form a binding agreement between you and us and govern your access to and use of the Quick Response (QR) Service through Summit Bank Mobile Application available on Android play store and Apple App Store.

With the **QR Service**, you can perform payments from your eligible source account to a QR Payee by simply scanning the QR Payee's QR Code using the Summit mobile application installed on your mobile device. By making a **QR Transaction**, you agree to be bound by these Terms, as supplemented by and read together with the prevailing terms applicable to your source account with us, including the:

- a. Client Terms
- b. Current account and saving account
- c. Any other Terms applicable to your Banking relationship with us (collectively, the Relevant Terms).

In the event of any inconsistency in QR payment services, these Terms shall prevail over the Relevant Terms. By agreeing, accessing or utilizing the **QR Service** or part thereof, you agree to be bound by these Terms.

If you choose NOT to accept these Terms or any of its amendments, please do not proceed and immediately discontinue your access and/or use of the **QR Service**.

The meaning of key words printed in italicized fonts like this is explained in the Relevant Terms. Some additional key words that apply to the **QR Service** are printed in bold font like this and are defined below.



## 1. Definitions

- (a) **"QR Code"** means the unique two-dimensional barcode generated by us for the purpose of identifying a QR Payee. It could be STATIC (standalone picture) or DYNAMIC (Generated electronically at the time of transaction)
- (b) **"QR Transaction"** means a payment made to a **QR Payee** utilizing this **QR Service** and includes:
  - a. payments for goods, services and/or bills to a billing organization or merchant (**"Merchant QR Transaction"**); and
- (c) **"QR Payee"** means the billing organization or merchant (whether physical or online) that accepts payment for goods, services and/or bills via the **QR Service**; or
- (d) **"Terms"** refer to these terms and conditions for the use of the **QR Service**.
- (e) **"QR Service"** refers to the **QR code** service described in the preamble above.
- (f) **"One Time PIN (OTP)"** means, for the purpose of accessing the **QR Service**:
  - a. the One Time Personal identification number given to you via SMS or Email when you first register your account for the **QR Service**; or
  - b. the One Time Personal identification number given to you via SMS or Email when you perform any transaction using **QR Service**.
- (g) **"Source Account"** means the account designated by you pursuant to clause 3 below, from which funds are to be used for a Payment Transaction under this **QR Service**.

For the avoidance of doubt, the OTP shall be a security code as defined in the Relevant Terms.

Source Account means..

- (h) A reference to :
  - a. "we/us" means Summit Bank and its permitted successors and assigns.
  - b. "you" means the account holder of a source account.
  - c. the singular includes the plural and vice versa.

- 2. This **QR Service** shall be a Payment Transaction service as defined in the Relevant Terms.
- 3. You may only execute a **QR Transaction** from one of the following source accounts:
  - a. Current account and saving account held in your sole name with us.

Depending on the type of **QR Code** and/or **QR Payee**, the specific source account from which you may execute a **QR Transaction** may be restricted.

- 4. To utilize the **QR Service**, you shall:
  - a. Designate your preferred source account(s) for **QR Transactions**
  - b. Scan the **QR Payee's QR Code** using the mobile app;
  - c. Enter the **QR Transaction** amount if necessary; and
  - d. Authorize the **QR Transaction** with your **OTP**.



5. By making a **QR Transaction** in the manner stipulated in clause 4 above, you are authorizing payment to the QR Payee. You acknowledge that the **QR Transaction** will be processed and that your source account will be debited with the **QR Transaction** amount without requiring: (a) where the source account is a **Current or Saving** account, or (b) in all cases, your signature or other PIN/password (other than the OTP) to authorize the **QR Transaction**.
6. You will not use the **QR Service** unless there are sufficient funds in the source account. The account balance in the source account shall exclude un-cleared cheques or remittances not received.
7. You are responsible for keeping your security codes confidential and preventing fraudulent or unauthorized usage of your source account through the **QR Service**. You are also responsible for ensuring that the details of each **QR Transaction** made using the **QR Service** and authorized by your entry of the **ONE TIME PIN (OTP)** are accurate. You undertake to be liable for all **QR Transactions** that are debited from / posted to your source account via the **QR Service**, even if not authorized by you or if authorized by you in error.
8. You should get a receipt for each **QR Payment** transaction from merchants. You agree to retain, verify, and reconcile your **QR Payment** transactions and receipts.
9. You are prohibited from using the Service on any electronic equipment that you know or have reason to believe has had its security or integrity compromised (for example, where the device has been "jail broken" or "rooted"). You will be solely liable for any losses, damages and expenses incurred as a result of your use of the **QR Service** on compromised electronic equipment.
10. At any time, we reserve the right to:
  - a. impose or amend any maximum or minimum **QR Transaction** limits in connection with your use of the **QR Service**;
  - b. refuse to allow your source account to be debited for the **QR Transaction** amount if we reasonably consider such refusal to be in your best interest;
  - c. determine which source account will be eligible for use with the **QR Service**; or
  - d. modify or discontinue, temporarily or permanently, the **QR Service**,

You agree that we will not be liable to you or any third party for any block, restriction, suspension, disqualification or termination of your use of the source account or the **QR Service**.

11. The **QR Service** will be accessible at all times except (during regular maintenance, servicing including down time prior notification or any other reason), or that any particular merchant will accept payments utilising the **QR Service**. We shall not be liable for any liability, loss, damage, cost and/or expenses whatsoever due to the availability or non -availability of the **QR Service**, any delay or failure in the making of a **QR Transaction**, or any loss, injury or inconvenience which you may suffer as a result of using the **QR Service**.



12. It is your responsibility to report to us immediately when you suspect or come to realise that:

- a. Your electronic equipment with which you use to access the **QR Service** has been lost, stolen or tampered with;
- b. Someone else knows your security codes including the ONE TIME PIN (OTP)
- c. There has been unauthorized access to your source account, security codes, mobile app or electronic equipment with which you use to access the **QR Service**.

13. We are not liable for:

- a. The refusal by any QR Payee to accept a **QR Transaction**; and
- b. Any defect or deficiency in the goods or services supplied to you by a QR Payee, through your use of the **QR Service**.

You acknowledge that our ability to assist you with resolving any complaint or dispute that you may have with any QR Payee is limited and dependent on different factors including but not limited to the nature of the dispute or complaint and the payment network on which the **QR Transaction** was made. Accordingly, where we are unable to help, you agree to resolve any complaint or dispute against any QR Payee directly. For more information on the different payment methods for effecting a **QR Transaction**, please refer to

14. We may amend these terms at any time by posting the updated Terms on our website, or by notifying through any other means as we may determine. By continuing to use the Service after our posting and/or notifying you of the updated Terms, you shall be deemed to have accepted the updated Terms.
15. These Terms are governed by the laws of Pakistan and parties submit to the non-exclusive jurisdiction of the courts of Pakistan.