

AGREEMENT

Terms and Conditions for use of APNA MOBILE PHONE Banking Service

Please read these terms and conditions carefully.

Apna Mobile Phone Service -Terms" set out the rights and obligations between the Customer and the Bank in Terms with; to use Apna Mobile Phone Service through ufone USSD Channel. These Terms and Conditions are legally binding so please read them carefully before you accept and agree to the said terms and conditions.

By this agreement Customer acknowledges, confirms and Understand the use of Apna Mobile Services as per Terms listed as follows:-

1. ufone USSD Channel APNA MOBILE Services - TERMS

In addition to this agreement, the terms and conditions of your automated teller machine (ATM) card (bank card terms) and account or facility terms and conditions (other terms) shall apply to all transactions you carry out or instruct us to carry out through bank accounts linked to the card or account number you select when using APNA MOBILE Service. In the event of conflict between the provisions of this agreement and the bank card terms or any other term, the provisions of this agreement shall prevail. Where the bank card terms or other terms require amendments or additions thereto to be reduced to writing and/or signed, your acceptance of this agreement shall be deemed to satisfy such requirements.

2. Terms of Definition used in this agreement.

2.1 In these Mobile Banking-Terms and Conditions, the following words shall have the following meanings:

- a. "Us" or "we" means APNA Bank Limited, their successors and assigns. "Our" shall mean relating to or belonging to us.
- b. "You" means the person accepted by us as a BANK customer and in whose name an Account is opened.
- c. "Your" shall mean relating to or belonging to you.
- d. "Agreement" means the agreement formed between you and the Bank on acceptance of these Mobile Banking-Terms and conditions in any written or electronic format.
- e. "MSP" means Mobile Service provider, in this agreement the MSP referred to PTML (ufone) Service provider under an agreement for providing Mobile Phone Service using their USSD Channel.
- f. "SIM" Means Ufone SIM Registered and activated on USSD Channel for specific services of Mobile Phone Banking by Apna Bank.

- g. "Biometric" means the Biometric device for the purpose of on-line Biometric Verification of CNIC for the authentication of SIM on which the Apna Mobile Phone service will be processed by the bank.
- h. "Account" means one or more of the following accounts operated and maintained by the Bank Branches in your name:
 - o Savings Account, Current Account, DSP Account, Apna Micro Saving, Aasan Saving Account, or any other account on which the Apna Mobile Phone Services may be Linked for banking transactions.
- i. "ATM" means Automated Teller Machine
- j. "Bank" means APNA Microfinance Bank Limited
- k. "Customer" means the person who holds an Account with the Bank to whom any of the APNA MOBILE BANKING SERVICES are provided. Where the Service mandate is requested by more than one authorized individual to an Account, they shall be jointly and severally bound by the conditions.
- l. "ufone" means USSD ufone mobile service provider through whom the Customer of the Bank receives the mobile services on authenticated and Registered / Activated SIM as notified by the Bank
- m. "PIN" means the 4 digits PIN as provided by the Customer for authentication / verification by Bank of his / her identity. Customer will be able to obtain a range of financial information as determined by the Bank related to his / her relevant Account(s) through the use of PIN and such other means of identification assigned to the Customer in connection with the Account(s) and Facility.
- n. "Alerts" means the customized messages sent either by short messaging service / text ("SMS" over the Customer's mobile phone, or any other modes of communication.
- o. "SMS Channel" means Short Messaging Services offered by MSP's on mobile phones. These messages can be initiated by a customer or by the Bank.
- p. "USSD Channel" means Unstructured Supplementary Service Data offered by ufone on registered mobile phones to bank's Existing Account Holders only.
- q. "Traffic" means the network traffic on the telecommunications infrastructure in Pakistan which includes and is not limited to SMS TRAFFIC, Internet traffic but also at times includes the load on a communications device/mobile phone or system. Data transmitted over a network. Overall network usage at a given moment. However, at times it can refer to specific transactions, messages, records or users in any kind of data or telephone network.

- r. "Service/Facility" means the APNA MOBILE Service/ facility granted by the Bank to the APNA Bank Account Holders including ATM Card Holder(s) (ATM debit cards) of any account and / or joint account and / or any other accounts or services as determined by the Bank from time to time ("Account(s)") for access to information on Accounts as may be prescribed by the Bank from time to time and usage of products and / or services as may be made available and included on mobile phone(s) by the Bank from time to time.
- s. "APNA MOBILE service" means our mobile phone banking service which is a service of APNA Bank that enables the banks' customers to access their account details as well as make select transactions through ufone USSD Channels subject to expiry of transactions per session offered by the Bank from time to time using any model / make of mobile phone without having installed Software in it for the accessing of the Mobile Phone Services.
- t. "Services" means the services made available by us to you under these terms and conditions
- u. "Eligible Accounts" means individual accounts in your sole name and to joint accounts which you hold with another person but only if the mandate is "either one to sign".
- v. "Instructions" means instructions, communications, operations or transactions transmitted by your Mobile Phone under the APNA MOBILE Service.
- w. "Service Charge" means the fee that is deducted from the customer's account for use of the facility. This fee will be deducted and may change at any time at the sole discretion of the Bank.
- x. "Transactions" means any payment for goods or services or other items. You need not to have signed anything for a transaction to have taken place. It also includes financial transactions such as funds transfers to other APNA BANK customers, funds transfers to another bank's customer, bill payments, mobile top-ups, Loan Installments, bill payments etc and non-financial operations such as balance inquiry, mini statement and other information services available in this Facility.
- y. "1LINK" Switch controller for Member Banks inters Bank Fund Transfer Transactions (IBFT and Utility Bills Payment).
- z. "User Guidance" means the guidelines we provide from time to time in connection with your operation of the Service, which may include guidance: in hard copy form (for example, in a user manual or by letter); and spoken guidelines (e.g. by any technical helpdesks we may operate); and through any on-line help service available as part of the Service.

2.2 Whereas now In these Mobile Phone Service –Terms.

2.2.1 the words include and including shall not be construed as having any limiting effect;

2.2.2 the singular includes the plural and vice versa;

2.2.3 a gender includes the other genders;

2.2.4 the headings are used for convenience only and do not affect the interpretation of these Mobile Banking-Terms;

2.2.5 the words "in writing" include any communication sent by letter, SM transmission or email;

2.2.6 a reference to a document includes the document as modified from time to time and any document replacing it; and

2.2.7 the word " person" includes a natural person and anybody or entity whether incorporated or not.

2.3 Mode of Communications.

The device which you select to access APNA MOBILE Service may be any mobile phone, short messaging system (SMS), or similar technologies (the medium). We will refer to the device and the medium collectively as "APNA MOBILE service/communication system".

3. MOBILE BANKING-SERVICE SCOPE

3.1 The APNA MOBILE Service 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 and you agree to procure and maintain a mobile phone and data connection which meet these requirements at your own expense.

3.2 User Guidance on the operation of the Apna Mobile Service will be made available to you. You must follow all relevant User Guidance whenever you access or operate the APNA MOBILE Service. The Facility is currently available only to resident Pakistani Customers with Account(s) with the Bank

3.3 The Bank may inform you from time to time about changes to the way you should access or operate the APNA MOBILE Service. You must observe all such changes when accessing or operating the APNA MOBILE Service.

3.4 The APNA MOBILE 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. You further agree 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 Apna Mobile 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.

3.5 The scope features and functionality of the Apna Mobile Service will differ from the other Banking Services for other electronic channels, and may be varied by the Bank from time to time.

- 3.6 Certain services are not available on the Apna Mobile Service and these may or may not become Available in the future;
- 3.7 Certain services which are currently available on the Apna Mobile Service may be discontinued.
- 3.8 You acknowledge and agree 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 APNA MOBILE Service, or any function or feature of the APNA MOBILE Service, without giving any reason and without incurring any liability.
- 3.9 For the avoidance of doubt, where conflicting or inconsistent instructions are received from two or more joint account holders, the Bank shall be entitled to act on any one of these instructions without any liability for any failure to act on the other instructions.

4. Existing Valid Customer Accounts

- 4.1 By agreeing to be bound by the terms of this agreement, you agree that the Apna Mobile Service will be available on all Eligible Accounts with the Bank, whether open now or in future. The Apna Mobile Service cannot be used on some types of accounts and the Bank will advise you from time to time as to which accounts are eligible.
- 4.2 In order to use the APNA MOBILE Service, you must be registered by the Bank to use the APNA MOBILE-Service, and comply with the registration and activation procedures prescribed by the Bank.

5. PTML (ufone) Service Provider

- 5.1 You understand that any access to APNA MOBILE Service will be effected through the ufone 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 Mobile Phone Service Provider as may be applicable. You shall be responsible for all fees, charges and expenses, including IDD charges for overseas usage, which may be imposed by the Mobile Phone Service Provider in servicing your Mobile Service in connection with the use of APNA MOBILE Service.
- 5.2 You represent to the best of your knowledge that your Mobile Phone through which access may be effected by any use of the Account Number and PIN are free from any electronic or mechanical defect, viruses, bugs and other similar problems. You agree that neither we, nor any of our officers and employees or any branch, affiliate or subsidiary of APNA 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 your Mobile Phone and/or the services provided by any relevant mobile phone service provider.

- 5.3 The Bank may wherever feasible shall extend the Facility to other MSP's from time to time.
- 5.4 The Customer will immediately inform the Bank for de-activation of Mobile Phone Service in case of Damage / Loss / theft of Mobile Phone.
- 5.5 The customer assumes full responsibility to inform the mobile phone service provider to block the SIM card or terminate the Mobile Phone Number in case of loss or theft of the mobile phone or for any reason.
- 5.6 In case of customer's mobile phone lying unattended, the customer undertakes to lock it prior to leaving it unattended. In the event of not locking it, the Bank is not liable for any breach of confidentiality of any data/information sent to the customer's mobile phone. The Customer acknowledges that he/she is solely responsible for protecting his/her mobile phone and PIN Code.
- 5.7 The Bank shall not be concerned with and will not be held liable for any dispute that may arise between the Customer and the MSP and makes no representation or gives no warranty with respect to the quality of the service provided by the MSP or guarantee for timely delivery / execution / contents of each Alert and or transactions.

6. Apna Mobile Phone Service PROCESS

- 6.1 The Customer is duly bound to acquaint himself with the detailed process for using the Facility and the Bank is not responsible for any error / omissions by the Customer.
- 6.2 Apna Mobile Service will only be available on the ufone SIM which is Biometric Verified by the bank / MPs and Registered against Valid CNIC No and subject to meet the Terms and conditions for allowing Apna Mobile Phone Service to the Registered SIM.
- 6.3 The Bank is not bound to acknowledge the receipt of any query instructions, nor shall the Bank be held responsible to verify any Instructions. The Bank shall endeavor to provide Instructions on a best effort basis and wherever operationally possible for the Bank.
- 6.4 The Customer acknowledges that the Facility is available via a sensitive electronic system and is dependent on the telecommunications infrastructure, connectivity and services within Pakistan. The Customer accepts that timeliness, 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, delivery of Alerts, error, loss, distortion in transmission of and wrongful transmission of alerts to the Customer.
- 6.5 The Bank shall endeavor to provide the Facility on a best effort basis and the Customer shall not hold the Bank or its Partner(s) responsible / liable for non-availability of the Facility or any loss or damage caused to the Customer as a result of use of the Facility (including relying on the Facility for the Customer's personal, investment or business purposes). The Bank or its Service Providers shall not be held liable in any manner to the Customer in connection with the use of the Facility.

7. TERMINATION of Mobile Phone Services

- 7.1 Notwithstanding anything herein to the contrary, the Bank may at any time, in its absolute discretion withdraw temporarily or terminate the Facility, either wholly or in part, at any time. The Bank may, without prior notice, suspend temporarily the Facility 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 Facility:
- 7.2 The Bank will automatically terminate your right of access to the APNA MOBILE SERVICES should you cease to maintain any Account with the Bank which can be accessed via the APNA MOBILE BANKING SERVICES or should your access to such Account be restricted by the Bank or any other party for any reason;
- 7.3 You may terminate the APNA MOBILE SERVICE by giving prior written notice to the Bank. The APNA MOBILE SERVICES will be cancelled within seven (7) days from the date of the Bank's receipt of the notice of termination and you agree that the Bank shall not be obliged to effect any of your Instruction received on any day falling after the receipt of your notice of termination. Liabilities incurred by the Customer shall, however, survive the termination of this agreement.

8. Introduction of Additional Services by the Bank.

The Bank reserves the right to introduce additional services with or without giving any notice to the customer. 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 customer.

9. Security of PIN Code.

- 9.1 To access Apna Mobile SERVICE, Bank will issue PIN Code (PIN Mailer) in sealed Envelope which will be used by the customer for accessing the Apna Mobile Service. You must ensure the security of PIN Code.
- 9.2 To enhance further security, the customer should call the Help line for activation of PIN Code, unless the Activation process on Personal Identification is not done the PIN Code will not be useable.
- 9.3 You must not leave your Mobile Phone unattended or permit any person access to your Mobile Phone in such a manner that he may access your PIN Codes or the APNA MOBILE-Service, whether with or without your consent.
- 9.4 In the event that you lose or replace Mobile Number you must instruct the Bank to de-activate the APNA BANK Service on your registered SIM Number.

10. FEES, Charges

The Customer agrees to pay the Bank the annual service fee as defined in the APNA BANK's schedule of bank charges, unless otherwise waived by the bank. In this connection, the Bank is hereby authorized by the customer to debit any of the Customer's Account(s) with the Bank at the time of activation and on annual basis thereafter.

The Customer shall be liable for payment of airtime or other charges which may be levied by the MSP in connection with the use of this Facility, as per the terms and conditions of the MSP and the Bank is in no way concerned with the same.

11. DISCLOSURE

The Customer accepts that all information /Instructions will be transmitted to and /or stored at various locations and be accessed by personnel of the Bank (and its affiliates). The Bank is authorized to provide any information or details relating to the Customer or his Card Account to the MSPs or any other service providers so far as is necessary to give effect to any instructions.

12. Authority for Service Activation Instructions.

Use of a APNA MOBILE service means we do not interact face-to-face. Unless you notify us before we give effect to an instruction, you authorize us to rely on and perform all instructions that appear to originate from you (even if someone else is impersonating you). You permit us to regard all activities you conduct or instructions sent after you enter your access code as being authorized by you and intended to have legal force and effect. You acknowledge that the Bank may not be able to reverse or annul any transaction executed based on Instructions received prior to your notice to the Bank.

13. NOTICE

You permit us to issue notices required in terms of this agreement, legislation or regulation by making such notification available via our communication systems or sending such notification by email, SMS or similar future technologies. Any notices so issued by us, will as far as they contain contractual terms relating to mobile/online banking, also form part of this agreement. For the purpose of service of any legal process we choose the following registered address:

Manager,
Apna Microfinance Bank Limited,
Alternate Delivery Channel,
K – 3/4, & 4/4, Ch. Khaliq-uz-Zaman Road,
Gizri, Karachi, Pakistan.
Helpline: 021 35865335, 021 35865336, 0308 8886144, 021 111 771 772

14. SETTLEMENT

We shall not print or issue any advice or confirmation for any transaction conducted via APNA MOBILE although any such transaction will be recorded in the monthly statement issued by us. A transaction is completed instantaneously if done before the cut-off time reckoned at the location of our data and operation system. If it is done after the cut-off time at such location, it will be completed as a transaction at next business day value. The transaction details, account balances and other information as shown in your telecommunications equipment are for reference only. Those transaction details and account balances as recorded by us will be conclusive (for example, as to the balance, the type and amount of the transaction and the time and date it occurred).

15. DISCLAIMER AND LIMITATION OF LIABILITY

For purposes of this clause "we" or "us" or "our" includes the bank as well as its affiliates, shareholders, employees, consultants and agents. Although we have taken care to ensure that the content provided on the Facility is accurate and that you suffer no loss or damage as a result of you using it, the facility and APNA MOBILE service are provided "as is". We are not liable for any damages whatsoever relating to your use of the facility. This includes the information contained on the facility or your inability to use the facility, including, without limitation, any direct, indirect, special, incidental or consequential damages, whether arising out of contract, statute, or otherwise and regardless of whether we were expressly advised of the possibility of such loss or damage. Without derogating from the generality of the foregoing, we are not liable for:

- a) any damages which you suffer as a result of a compromise of your access codes;
- b) any interruption, malfunction, downtime or other failure of the APNA MOBILE Service/ communication system or electronic banking, our banking system, third party system, databases or any component part thereof for whatever reason;
- c) any loss or damage which arises from your orders, investment decisions, purchases or disposal of goods and services, including financial instruments or currencies, from third parties based upon the information provided on the facility;
- d) any loss or damage with regard to your or any other data directly or indirectly caused by malfunction of our bank system, third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive code on the bank system or third party systems; programming defects; negligence on our part.
- e) any interruption, malfunction, downtime or other failure of goods or services provided by third parties, including, without limitation, third party systems such as the public switched telecommunication
- f) service providers, internet service providers, electricity and water suppliers, local authorities and certification authorities;

- g) any event over which we have no direct control.
- h) In consideration of APNA Bank providing the Facility, you agree to indemnify and keep safe, harmless and indemnified APNA Bank from and against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses whatsoever the Bank may incur, sustain, suffer or be put to at any time as a consequence of acting on or omitting or refusing to act on any instructions given by use of the Facility.
- i) There is loss of any information during processing or transmission or any unauthorized access by any other person or breach of confidentiality.
- j) The bank shall not be held liable for any loss suffered by the user due to disclosure of the personal information to a third party by the Bank, for reasons inclusive but not limited to participation in any telecommunication or electronic clearing network, in compliance with a legal directive, for statistical analysis or for credit rating.
- k) The Bank shall not be responsible for any delay by the Bank due to reasons beyond its control in onward transmission of the funds to the utility company (ies) which may result in disruption of the utility service.

16. EVIDENCE

You acknowledge and agree that the Banks' records and any records of your Instructions made or performed, processed or effected through the Apna Mobile Service by you or any person purporting to be you, or any record of transactions relating to the Apna Mobile Service and any record of any transactions maintained or by any relevant person authorized by the Bank relating to or connected with the APNA MOBILE-Service, whether stored in electronic or printed form, shall be binding and conclusive on you for all purposes whatsoever and shall be conclusive evidence of the Instruction and transactions and your liability to the Bank. You hereby agree that all such records are admissible in evidence and that you 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 hereby waive any of your rights (if any) to so object.

17. FORCE MAJEURE

17.1 No party shall be liable for any failure to perform its obligations under this Agreement if the Failure results from a Force Majeure Event (defined below).

17.2 For purposes of this Agreement, a "Force Majeure Event" is an event which is beyond the Reasonable control of a party and shall include acts of God, government, civil or military authority, civil or labor disturbance, strikes, criminal or terrorist activity, wars, fires, explosions, earthquake, subsidence, storms, floods, disease, epidemic, or health quarantines.

18. ASSIGNMENT & SUB-CONTRACT

18.1 This Agreement is personal to you, and you shall not be entitled to assign, charge or otherwise deal with this Agreement in any way.

18.2 The Bank may at any time delegate or sub-contract any rights or obligations under this Agreement to any third party, and appoint third party agents or sub-contractors to provide the whole or part of the APNA MOBILE Service.

19. AMENDMENT

The Customer hereby, agrees to abide by, without need of notice and express consent, any and all future modifications, innovations, amendments or alterations to these terms and conditions.

20. SEVERABILITY

If any provision of this Agreement is agreed by the Bank and you to be illegal, void or unenforceable under any law that is applicable or if any court of competent jurisdiction in a final decision so determines, this Agreement shall continue in force save that such provision shall be deemed to be deleted with effect from the date of such agreement or decision or such earlier date as you and the Bank may agree.

21. JURISDICTION/LAW

This agreement will be governed and construed in accordance with the laws of the Islamic Republic of Pakistan without reference to any conflict of law provisions.

22. GENERAL PROVISIONS

The headings of the clauses in this agreement are provided for convenience and ease of reference only and will not be used to interpret, modify or amplify this agreement.

Where any dates or times need to be calculated in terms of this agreement, the international standard time (GMT) plus Five (5) hours will be used.

Whenever disputes result from the peculiarities of the APNA MOBILE service, we both authorize a court or arbitrator, as the case may be, to interpret this agreement in such a manner as to facilitate normal banking without placing undue emphasis on technical issues.

No failure or delay by us to exercise any of our rights is to be construed as a waiver of any such right, whether this is done expressly or is implied. It will also not affect the validity of any part of these conditions or prejudice our right to take subsequent action against you.

23. LEGAL CAPACITY

You warrant to us that you have the required legal capacity to enter into and be bound by this agreement. Anyone below the age of 18 must be assisted by their legal guardian when reading this agreement. If you are unsure whether you have the legal capacity to enter into agreements, you have to contact someone able to provide you with this information before you continue to use APNA MOBILE Service. Our Customer Care Centre will be able to help you in this matter.

24. ACCEPTANCE OF TERMS AND CONDITIONS

Once the customer logs in to APNA MOBILE Service, it is deemed that he/she has accepted these Terms and Conditions. The Bank may at any time vary the terms and conditions by posting revised terms and conditions on its website. The customer hereby waives any right of contestation in respect thereof and agrees to be bound by the same.

The customer confirms having read, understood and accepted the above terms and conditions in acknowledgement of which he/she has signed this agreement and application.

Customer (Relation ID _____)

Signature: _____

Signature Verified

NAME: _____

CNIC: _____

Ufone Mobile Number _____

Status of Biometric Verification: _____ We, Confirm that the Biometric verification Has been done at the Branch or by the Customer on his/her own.

Date: _____