

E STATEMENT TERMS AND CONDITIONS

I/we, (the “**Customer**”), understand that Bank Alfalah Limited (the “**Bank**”) will send my/our customized monthly Credit Card Account statement(s), relating to my/our Bank Alfalah Credit Card Account transactions, via email (the “**E Statement**”) under the Bank’s E Statement facility (the “**Service**”).

I/We, the Customer, understand that the Bank is enabling its Customers to receive monthly statements of their Credit Card Account(s) by way of post (physical bill) as well as by way of email in the form of a scanned image of the bill. Since I/ we have chosen to receive the monthly statement of my / our Credit Card Account(s) through the Service, the following terms and conditions will be binding on me/us. In the event that any of the terms mentioned herein below are not acceptable to me / us, I / we shall intimate the Bank of the same and request the Bank to send the monthly Credit Card Account statement of my / our Bank Alfalah Credit Card Account in physical form only (by way of post).

I agree to notify the Bank immediately in the event of any change in any of the personal information provided by me/us in the E Statement application form such as internet number, permanent and current address, address of principal place of business, fax number, email address and so forth. This change in information shall be provided in writing and under my/our signature. The Bank shall in no way be liable for my/our lack of receipt of E Statement due to the furnishing of an incorrect email address and/or any other technological reasons. I/we agree to provide accurate and up to date additional information as may be required by the Bank from time to time. I agree that I shall bear full responsibility to pay any amount due in respect of the E Statement. In the event that I/we fail to receive the E Statement within seven days of its issuance, I/we hereby undertake to pay any dues owed to the Bank before the due date as specified by the E Statement by immediately calling Bank Alfalah Phone Banking at 111 225 111 to get the details of the relevant EStatement.

I also agree that the Bank shall not be held liable, in any manner whatsoever, for any information pertaining to the E Statement coming to the knowledge of and/or within the possession of, any third party due to, without limitation, such third party having access to or such third party making use of my/our email address, whether such usage has taken place with or without my/our consent.

I/we agree to avail the Service on the terms and conditions stated herein and accept and agree to be legally bound by the said terms and conditions.

1. Disclaimer of Liability:

The Bank shall under no circumstances be held liable if the Service is not available for reasons including, but not limited to, natural calamities, legal restraints, faults in the telecommunication network or network failure(s), acts of God, war, riots, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, flood, earthquake, explosion, blockade, and or any other cause similar to the kind herein enumerated or of equivalent force beyond the control of the Bank. The Bank shall under no circumstances be liable for any damage caused to the Customer as a direct or indirect result of use of the Service (including relying on the Service for the Customer’s investment or business purposes) for causes which are not attributable to the Bank. The Bank shall not be liable in any manner to the Customer in connection with the use of the Service. Illegal or improper use of the Service shall render the Customer liable for payment of penalties as decided by the Bank and/or will result in suspension of the Service by the Bank to the Customer.

The Bank is in no way liable for any error or omission in the services relating to the Service provided by any internet or any third party service provider (whether appointed by the Bank on its

behalf or otherwise) to the Customer, which may affect the Service.

I/We understand that Internet transmission lines are not encrypted and that email is not a secure means of transmission. I/We understand, acknowledge and confirm that (i) Internet is per se susceptible to fraud, misuse, hacking and other actions to that effect; and (ii) The use of the internet generally involves technology risks (such as viruses or destructive codes) that may not be completely excluded and which could affect provision of services or a loss of data. Despite the Bank taking security steps which it is required to take under applicable laws, rules or regulations, I/We acknowledge and accept that such unsecure transmission methods involve the risk of possible unauthorized alteration of data and/or unauthorized usage thereof for whatever purposes.

I/We further acknowledge and accept that such unsecured transmission methods involve the risk of possible unauthorized alteration of data and/or unauthorized usage thereof for whatever purposes. I/We agree to exempt the Bank from, any and all responsibility/liability arising from such misuse and agree not to hold the Bank responsible for any such misuse and further agree to not hold the Bank responsible for all losses, costs, damages, expenses that may be suffered by me/us due to any errors, delays or problems in transmission or unauthorized/illegal interception, alteration, manipulation of electronic data or otherwise caused by using email as a means of transmission

I/We understand that sending the E Statement via e-mail is for my/our convenience. The Bank shall not be liable or responsible for any breach of secrecy or confidentiality in any manner whatsoever on account of the information/statement of accounts being sent by email provided that the same is sent at the e-mail address as provided by me / us in writing in the E Statement application form.

I/we am are aware of all security risks including the risk of the content of my/our E Statement becoming known to third parties. I/ we agree that I/ we shall not hold the Bank responsible in any way for the same and agree that the same shall not be considered as a breach by Bank, of banker-customer confidentiality.

I / we understand that I/ we remain fully liable for any of my/ our) contractual liabilities to the Bank irrespective of the receipt or non-receipt of my/our E Statement.

Neither the Bank, nor any other person involved in creating, producing, delivering or managing my /our Credit Card Account statement shall under any circumstances, including negligence, , be held liable for any direct, indirect, incidental, special or consequential damages that may result from the breach of any warranty or representation as made by the Bank or from the use or inability to use the Service by the Customer.

The use and storage of any information including without limitation, the password, account information, transaction activity, account balances and any other information available on my / our personal computer is at my / our own risk and my / our sole responsibility and liability

I/We shall verify the authenticity of the emails I/we receive. I/We shall not hold the Bank responsible for any EStatement received from any person/entity/organization attempting to pass /passing itself off as the Bank, being related to the Bank, or associated with the Bank's Service in any manner whatsoever. I/We shall not hold the Bank liable for any problem or technical issue which may arise with my/our computer network due to my/our receipt of me/us receiving any E Statement(s) from the Bank.

I/we understand that the Bank has the right to verify the Bank's digitally added signatures on the soft copy of any E Statement(s) sent to me / us, and that such verification can take place whensoever required by the Bank. I / we agree that we shall not hold the Bank liable for any breach of confidentiality of the E Statement once I/we are in receipt of the E Statement.

The Bank does not warrant the confidentiality or security of the messages transmitted through the Service. The Bank makes no warranty or representation of any kind in relation to the system and the network associated with the Service or their function or performance or for any loss or damage whenever and howsoever suffered or incurred by the Customer or by any person resulting from or directly or indirectly in connection with the Service.

Without limitation to the provisions of the terms and conditions herein, the Bank and/or its employees shall not be liable for any delay, interruption, suspension, restriction or error of the Bank in receiving and possession of the request and in formulating and returning responses or any failure, delay, interruption, suspension, restriction or error in transmission of any information or message to and from the telecommunication equipment of the Customer and the network of any internet service provider and the Bank's system or any breakdown, interruption, suspension or failure of telecommunication equipment of the Customer, the Bank's system or the network of any internet service provider and/or any third party who provides such services as is necessary to the Service.

Notwithstanding anything to the contrary provided in the terms and conditions herein, the Bank shall not be involved in or in any way liable to the Customer for any dispute between the Customer and an internet services provider or any third party service provider (whether appointed by the Bank in that behalf or otherwise). The Bank makes no representation or gives no guarantee for the timely delivery or accuracy of the contents of each E Statement sent in connection with the Service.

The Customer agrees that the Bank may hold and process his personal information concerning his/her accounts on computer or otherwise in connection with the Service as well as for analysis and marketing. The Customer accepts and acknowledges that each E Statement sent in connection with the Service may contain account information relating to the Customer. The Customer hereby authorizes the Bank to send account related information through the E Statement. The Customer acknowledges that the E Statements sent in connection with the Service contains confidential information and should such confidential information be received by any other person other than the Customer due to operational faults or technical defects, the Bank shall not be liable or responsible for the same.

The Customer is solely responsible for protecting his personal identification number/access password for the use of the Service.

The Bank will not be liable for:

- a) any unauthorized use of Customer's personal identification number/access password for internet or any fraudulent, duplicate or erroneous instructions given by the use of the Customer's personal identification number/access password and any other identification number/code;
- b) error, default, delay or inability of the Bank to act on all or any of the instructions;
- c) the Customer or any third party acting in good faith relying on any instructions received by the Bank;
- d) loss of any information/instructions in transmission;
- e) unauthorized access by any other person or party to any information/ instructions given by the Customer or breach of confidentiality.

2. Instructions:

The Customer hereby authorizes the Bank to act on any instruction which shall be identified by use of any of the Customer's personal identification number/access password and such instructions shall be deemed to be correct, valid, irrevocable and binding on the Customer upon receipt thereof by the Bank.

The Bank shall not be liable for any loss and damage which the Customer and/or any third party may sustain from the Bank acting in reliance on such instruction(s), whether given by the Customer or someone purporting to be the Customer, and whether authorized or unauthorized to act on the Customer's behalf.

The Bank shall have absolute discretion to act on or give effect to the instructions received by it, and may without notice and without giving any reason, cancel or refuse to execute any of the Customer's instructions at any time without incurring any liability.

The Customer further unconditionally and absolutely authorizes the Bank to record any incoming or outgoing phone calls between the Customer and the Bank in respect of the Service and the Customer confirms that the Bank shall not be liable for any direct or indirect loss that the Customer and/or any third party may sustain as a result of the Bank recording such incoming or outgoing phone calls between the Bank and Customer. The Customer shall not at any time hold the Bank liable for recording the incoming or outgoing phone calls between the Bank and Customer. The Bank shall be at liberty to use such recorded phone calls as the Bank may deem fit in its sole discretion and the Customer shall not hold the Bank liable in any manner for using the same.

3. Suspension or Termination of the Service:

The Bank, may in its discretion and without prior notice and without incurring any liability, temporarily suspend the Service or terminate it.

4. Charges:

As per SBP directives, this E-statement facility is **free of charges**. However, if SBP allows, this service may be subject to payment of charges.

The Customer is further liable for any charges levied by any internet services provider and/or any other third party as a result of the use by the Customer of the Service.

5. Monthly Payments:

The Customer shall have the option to pay the full balance or minimum amount of the outstanding balance as it appears on the front side of the E Statement. The Customer shall be required to pay the payable amount by the due date, otherwise late payment charges shall be payable by the Customer as communicated by the Bank. If the Customer does not receive the E Statement within seven (7) days of the regular E Statement date, the Customer shall be required to contact Bank Alfalah Customer Services to get the statement details and make the payment of the outstanding balance before the due date to avoid late payment charges. The Customer shall be required to deposit any cheques at least three (3) working days prior to the due date to allow sufficient time for clearing such payment, and for outstation charges the period may extend to twenty (21) days. The Customer shall not deposit excess cash in the relevant card exceeding the total dues of outstanding balance.

6. Account Settlement

The Customer may make payments by:

Depositing cash over the counter at any branch of the Bank in Pakistan. The Customer shall allow one working day to credit the relevant card account after the cash payment is deposited at the Bank's branch counter.

Sending cheque/pay order/draft to Bank Alfalah Card Cares by mail or through Drop Box facility at all FS branches countrywide.

Auto debit of account facility available for the Bank's customers (option of paying minimum amount due or full outstanding balance)

Telephonic Transfer made payable to Bank Alfalah Limited. I.I. Chundrigar Road, Karachi. The Customer shall advise of the card number and name when using the facility of a telegraphic transfer.

For all returned unpaid cheques, cheque return fee will be charged as per Schedule of charges. The Customer's payment will be credited to the relevant card account after funds are received by the Bank.

In cases where outstation cheque is received, only the realized amount therein will be taken into account.

7. Check List

In order to make timely and convenient payments to the Bank the Customer shall ensure that:

Cheques are made payable to Bank Alfalah Limited Credit Cards;

The Bank Alfalah VISA Card number, full name (as it appears on the card) and contact number has been written on the back of the cheque.

The Customer has returned the payment advice (upper portion of this E Statement) along with the cheque.

8. Indemnity:

The Customer shall fully indemnify and hold the Bank harmless for and against any loss suffered by the Bank, their customers or a third party or any claim or action brought by a third party arising out of or in connection with any services, including without limitation the Service, provided to the Customer pursuant hereto. In consideration of the Bank providing the Service, the Customer agrees to indemnify and hold the Bank harmless for and against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain or suffer as a consequence of or arising from the Customer acting, or omitting to act on any instructions given by the use of the Service.

The Customer hereby agrees to abide with all the rules and regulations applicable to this Service and any other services related to this Service that may be provided by the Bank in the future.

9. Amendment:

The Bank may amend/change the above terms and conditions, at any time by giving notice to the Customer and such amended terms and conditions shall thereupon apply to and be binding on the Customer in respect of the Service or any services in connection thereto.

10. Disputed Transactions

If the Customer notices any discrepancy in the monthly statement of account or E Statement, the Customer shall report the same in writing to the Bank's Customer Services within seven (7) days of the statement or E Statement billing date. In order to check and confirm statement entries the Customer shall maintain all the sale slips and printed receipts in order to maintain a record of all the card transactions undertaken by the Customer and/or any person authorized on his/her behalf.

11. Foreign Transaction

All transactions received through VISA International will be converted from the transaction currency of US Dollars based on the International exchange rate applied by VISA. To settle the foreign spending the Bank shall purchase the billed US Dollar amount from the open market

(using authorized money changers) by debiting the Customer's card account at the prevailing market rate. A handling fee as per Bank Alfalah's Schedule of Charges is also applicable. In the event payment for purchase of an airline ticket is made through the relevant card the amount billed by the airline is treated as a foreign currency transaction.

12. Lost/Stolen Card Reporting

If the Customer's relevant card is lost or stolen or the PIN is disclosed to any third party the Customer shall contact the Bank's Customer Service immediately. The Customer shall also send the Bank the written request within three (3) days of the incident along with particulars in order to minimize the Customer's liability and protect the Customer against any misuse of the lost card.

The Bank shall have the right to recover all authorized charges and/or cash advances from the Customer. The Customer is not liable for any authorized card transaction made subsequent to the reporting of such lost, theft or disclosure of PIN to the Bank by the Customer.

13. Financial Charges

Financial Charges will be accrued on the daily unpaid retail and cash balance of the relevant credit card account from the date the transactions are made. For the Customer's convenience the details of financial charges are available in the Bank Alfalah Visa Card holder terms and conditions of use. Payment to the Customer's card account will be applied/allocated to the various outstanding amount categories (including but not limited to financial charges, cash advances purchases, unbilled transaction) as per the discretion of the Bank. For current APR rates the Customer may refer to the Bank's latest schedule of charges available through the Bank's branches, Customer Service Centre and also on the Bank's website.

14. Late Payment

If the Customer is unable to make the late payment by the due date, a late payment fee as per the Bank's Schedule of Charges will be charged to the Customer's card account.

15. Cash Advance

The Customer may use the relevant card to obtain Cash Advances up to the maximum cash advance limit allowed by the Bank from time to time, at authorized sites as assigned by the Bank for every cash advance the Customer avails on the Bank Alfalah Visa, a fee as per the Bank's Schedule of Charges shall be levied from the transaction date till the time the payment is credited to the Customer's card account. In case of cash advance(s) availed from sources other than the Bank in Pakistan, any and all charges levied by the acquiring bank shall also be billed to the Customer's relevant card account for payment.

16. Reward Points Expiry

All accrued reward points of the Customer shall expire and shall no more be available for use if not utilized within two and a half (2.5) years of the transaction's statement date or E Statement date. For details the Customer may review the FAQ's and Terms and Conditions of use, communicated by the Bank to the Customer in the Welcome Guide, Fortunes Catalogue or Website.