

# Terms & Conditions

These Terms and Conditions comprise the Agreement between the Bank (Khushhali Microfinance Bank Ltd) and the Cardholder in connection with the Cardholder's KMBL ATM/Debit Card. These Terms and Conditions must be read in conjunction with the Terms and Conditions for bank accounts as applicable from time to time.

In these terms and conditions

- a Account means the bank account held or to be held with the Bank in the name of the Cardholder (whether solely or jointly with another person).
  - b Bank means that branch of Khushhali Microfinance Bank Ltd, which holds the Account.
  - c Card means the Khushhali Silver/Gold ATM Debit Card.
  - d Cardholder means the person to whom the Card has been issued having authority alone to operate the Card in accordance with the Account's mandate in respect thereof.
  - e PIN means the Personal Identification Number which the Cardholder uses from time to time with the Card.
  - f Transaction means any cash withdrawal or payment made using the Card, or any refund arising in connection with the use of the Card in any authorized manner for debit or credit to the Account.
1. The Card may be used to withdraw money at any Automated Teller Machine ("ATM") or to access any additional banking services offered through the ATMs (e.g. transfer of funds locally from one account to another within the Bank or any other bank in Pakistan, as well as payment of utility or other bills).
  2. Usage of the Card is subject to the terms, policies and procedures that the Bank may adopt or modify from time to time with prior notice to the Cardholder (whether general, specific or by publication in the Banks Schedule of Charges).
  3. The Bank will issue a Card only if the Cardholder has duly completed an application form, agreed to these Terms and Conditions and the Terms and Conditions for bank accounts and it has been accepted by the Bank.
  4. The card is property of KMBL. It is not transfereable and it may be revoked at any time by the bank without any notice and the Bank shall not be liable for any loss suffered by the Cardholder as a result thereof.
  5. The Card should not be used by any person other than the Cardholder.
  6. The Card shall be issued to individuals who maintain Current/Savings/Basic Banking Account in Pak Rupees on Individual/Sole proprietorship/Joint- Either or Survivor Basis with the Bank, with a minimum balance amount maintained at all times as per bank policy. In the event of the account being closed for any reason, the Cards usage validity shall cease.
  7. An amount of at least equal to the Card issuance charges as per SOC /minimum balance as per bank policy (whichever is higher) is to be maintained by the Account Holder in his Account at the time of Khushhali ATM Debit Card (PAYPAK).
  8. The Card will not become valid or operational until the Cardholder acknowledges receipt of the Card and accepts the Terms and Conditions for Card usage. The Card will then require to be activated by such mode as the Bank may specify. The Card is only valid for the period shown on it and must not be used outside that period or if the Bank has required by notice in writing to the Cardholder that it be returned to the Bank. When the period of validity expires, the card must be destroyed by cutting the Magnetic Strip.
  9. The Cardholder must take all precautions to prevent unauthorized use of the Card or its PIN. If the Card is lost or stolen the Cardholder shall immediately notify the Bank by telephone on the contact number(s) from time to time notified to the Cardholder and the Cardholder must, in addition, immediately notify the Bank in writing of such loss or theft. The Cardholder will be liable for all Transactions until the Bank is duly notified in the foregoing manner. The Cardholder must co-operate with any officers, employees, representatives or agents of the Bank and/or law enforcement agencies in any efforts to recover the Card if it is lost or stolen.
  10. The Bank may disclose information about the Cardholder and the Account if the Bank thinks it will help avoid or recover any loss to the Cardholder or the Bank resulting from the loss, theft, misuse or unauthorized use of the Card. If the Card is found after the Bank has been given notice of its loss or theft the Cardholder must not use it again. The Card must be cut in half through the magnetic strip and returned to the Bank immediately.
  11. At the request of the Cardholder, the Bank will issue a PIN to the Cardholder. If the Bank issues a PIN, the Cardholder must take all reasonable precautions to avoid unauthorized use, e.g., never disclosing the PIN to someone else, never writing the PIN on the Card or any other item normally kept with the Card, never writing the PIN in a way that can be understood by someone else and notifying the Bank as soon as possible if someone else knows or is suspected of knowing the PIN. If the PIN is held with the Card and subsequently lost or stolen, the Cardholder will be liable for all PIN related Transactions. If the Cardholder discloses the PIN then the Cardholder will be liable for all subsequent PIN related Transactions.
  12. The Cardholder undertakes not to divulge his/her PIN accidentally or otherwise, to any other person. The Cardholder shall indemnify and keep the Bank indemnified and harmless from / and against all losses, damages and costs that may occur as result of the PIN divulgence. The Card holder shall not pass the card to any other person and undertakes that he/she shall take every possible care to prevent the Card from being lost, mislaid or stolen and shall be liable for all losses and consequences resulting therefrom. The Cardholder shall notify the Bank immediately if the Card is lost, mislaid or stolen and if the PIN is unwillingly divulged to a third party.
  13. The Card shall not be used to overdraw the account or to obtain credit of any description or nature and shall not under any circumstances be alienate, transferred, pledged against encumbrance of any nature. The Bank shall not be responsible for any loss or damage arising directly or indirectly from / due to the insufficiency of funds in the Cardholder's Account.
  14. The Cardholder shall at all times remain liable for all the transactions made by the use of the Card i.e. Cash Withdrawals, Electronic Fund Transfers, Payment of Utility bills etc. The Bank's record of transaction processed by the Card shall be conclusive and binding evidence for all purposes. However, in case of any disputed transaction (s), Cardholder must report the matter in writing within 45 days of the relative Statement of Account(s) date to its relevant Branch or customer Services / Call Center. In case the claim proves to be fake after investigation, Cardholder will be charged a fee decided by the bank.
  15. The Cardholder agrees that charges, fees, duties, levies, arbitration charges and other expenses (collectively the "charges") will be charged by the Bank for the issuance and usage of the Card. The Cardholder agrees to pay and reimburse the Bank all or any of such charges immediately upon demand. Such charges will change from time to time at the discretion of the Bank and will be communicated to the Cardholder. All charges are non-refundable unless otherwise indicated by the Bank.
  16. The total amount of any Transaction carried out in any one day shall be limited to such amounts and by such other conditions as shall be notified in writing to the Cardholder by the Bank from time to time with effect from the date of such notice or as displayed in Bank Schedule of Charges. This limit shall apply to both domestic and international transactions. The Cardholder is not authorized to enter into Transactions using the Card to a value in excess of the credit balance (if any) of the Account from time to time. Transactions carried out using the Card will

normally be applied to the Cardholder's account on the day the transaction was carried out or on the next business day.

17. The bank reserves the right to refuse handover of the card to customer if not collected within time limit stipulated by bank from time to time.
18. The Bank reserves the right to limit cash withdrawals, Fund Transfer and total purchases amount from an ATM or POS terminal during 24hrs period and to advise the Cardholder of such limits.
19. The bank is authorized to block the card transaction or any other services linked with the card, at any time without prior notice to the cardholder and without providing reason.
20. If the Bank is asked to authorize a Transaction, the Bank may take into consideration any other Transactions which have been authorized but which have not been debited to the Account (and any other transactional activities upon the Account) the limits and other conditions referred to in these Terms and Conditions and if the Bank determines that there are or will be insufficient available funds in the Account to pay the amount that would be due in respect of such Transaction, the Bank may in its own absolute discretion refuse to authorize such Transaction, in which event such Transaction will not be debited to the Account. The Bank shall not be liable for any loss resulting from any such refusal to authorize any Transaction.
21. The Bank shall debit the Cardholder's account with any withdrawals/transfer payments and all such payments as affected by the use of the Card along with related Bank charges including taxes levied by the Federal or Provincial Government and all such entries in the account shall be conclusive and binding upon the Cardholder.
22. In the event that there are insufficient available funds in the Account to pay any Transaction or other amount payable from the Account, including any mark-up, fees, charges, currency conversion charges, service fee or any other payments due to the Bank, the Bank may in its own absolute discretion (and without any obligation to do so) transfer or arrange the transfer of sufficient funds from any other account held by the Cardholder with the Bank to the Account. In this regard, the Cardholder permits, authorizes and consents to the Bank consolidating, combining or setting off any such credit balances existing in such other accounts against the Transactions charged or to be charged by the Cardholder against the Account.
23. The Bank shall not be liable for any loss resulting from the refusal of any retailer, supplier, other bank or card operated machine to accept use of the Card in connection with any Transaction. No claims of the Cardholder against any retailer or supplier may be the subject of set-off, claim or counterclaim against the Bank. The Bank shall not be liable in any way for the quality, quantity, sufficiency, acceptability, merchantability of goods and/or services booked, used or purchased by the Cardholder through the use of the Card or for any breach or non-performance of any Card Transactions by a retailer or supplier. The retailer or supplier shall under no circumstances be regarded as an agent or representative of the Bank and neither the Bank shall be responsible nor liable in any manner for any acts or omissions or breach of representations on part of the Merchant.
24. In case a Merchant makes a refund for a Debit Card transaction, the Bank will Credit the Cardholder's Account upon receipt of cleared refund amount from the Merchant or Settlement/Acquiring Bank. The Bank will not be responsible for any delay in receiving such refunds.
25. The Bank shall have the right to rectify any error in the entries and reverse any erroneous entries in the account due to any bona-fide mistake or malfunction of the ATM/POS. The Bank's record of any transaction generated electronically or otherwise shall be conclusive evidence of such transaction.
26. The Cardholder must check the Transaction Records from the Account Statement sent by the Bank as per the set frequency or the service can be availed through respective branch of the bank and through mini statement from an ATM. The Cardholder will inform the Bank in writing within 7 days of Transaction or issuance of Statement, whichever is later, if any irregularities or discrepancies exist in the Transaction particulars of the Account on any Account Statement that the Bank sends to the Cardholder. If the Bank does not receive any information to the contrary within 7 days, the Bank is entitled to assume that all Transactions are correct and can be treated as conclusive evidence for all purposes.
27. A Transaction cannot be cancelled by the Cardholder after it has been completed.
28. Subject to these Terms and Conditions the Bank will normally debit the amount of any Transaction to the Account as soon as the Bank receives proper instructions in connection therewith, provided that the Bank will not be liable for any loss resulting from any delay in doing so.
29. The Bank shall be entitled to alter, amend, delete or add to these terms & conditions and services provided through the Card from time to time at its discretion.
30. The Bank shall not be liable to the Cardholder for any loss suffered as a result of Bank being prevented from or delayed in providing any banking or other services to the Cardholder due to strikes, industrial actions, failure of power supplies, systems or equipment or causes beyond the Bank's control. The Bank shall not be liable in any manner due to any accidental death, injury or property damage that may be sustained by the Cardholder in using the Card at ATM rooms or locations, it being agreed that the Cardholder shall use the Card entirely at his/her own risk, cost and consequences. Furthermore, whenever the Card is used by the Cardholder for payment of any utility or other bills, the Cardholder shall remain solely liable for any penalty, cost or surcharge which may be levied by the utility or service provider for late payment, irrespective of whether the Cardholder provided adequate notice and proper details to the Bank.
31. The Bank may terminate the Agreement comprised in these Terms and Conditions by notifying the Cardholder in writing to the Cardholder's last notified address as per the Bank's records. The Cardholder may terminate the Agreement comprised in these Terms and Conditions by notifying the Bank in writing, cutting the Card in half through the magnetic strip and returning the Card to the Bank. Such termination shall be effective, subject to the provisions of the following paragraphs of this clause, upon receipt by the Bank of such notice of termination by the Cardholder.
32. The Cardholder authorizes the disclosure to any company within the Bank's group of companies, to any third party processors, service providers and/or card personalization firms utilized by the Bank from time to time. Such information shall include but not be limited to the Cardholder's details, the Card, the Account and any Transaction as the Bank considers in its sole opinion to be necessary or desirable. The Bank may also disclose such information in relation to the Cardholder, the Card, the Account or any Transaction as may be required by law, practice or usage.
33. The Cardholder hereby indemnifies and holds the Bank harmless against any or all losses, damages, costs or expenses which the Bank suffers or sustains as a consequence of the Cardholder being in breach of these conditions or the Terms and Conditions governing the Account or the Cardholder using or permitting the use of the Card for any Transaction, whether illegal, unauthorized or otherwise.
34. These terms and conditions are subject to rules and regulations, circulars and directives, of the SBP (as may be applicable from time to time) and will be governed by the substantive and procedural laws of Islamic Republic of Pakistan. The courts in Pakistan will have exclusive jurisdiction.



