

**BARCLAYS BANK PLC, PAKISTAN  
DEBIT CARD TERMS AND CONDITIONS**

**General**

A Barclays ATM card and/or a VISA debit card may be issued to you at our sole discretion. The Card may, at your request, be issued to you for your current or saving account or for any of your other accounts or for any banking facilities from time to time opened and maintained with or made available by us at our discretion to enable you to have direct access to any of your accounts and to effect banking transactions by electronic means at an ATM or POS terminals located within or outside Pakistan. You can collect the Card from us or the Card can be sent to you at the address notified by you.

**Definitions:**

“Primary Account” means one of the accounts, as described above directly linked to the Card, which will be debited for transactions, performed using the Card and PIN.

“Secondary Account” means one of the accounts, not included as “Primary Account” but linked to your Card, which will be debited for transactions, performed using the Card and PIN

“Nominated Accounts” includes the Primary Account as described above, and it indicates your account(s) nominated in writing by you and approved by us to be accessed by your Card and PIN.

“ATM” means an automated teller machine or any card-operated machine or device whether belonging to the Bank or other participating banks or financial institutions or concerns or to the Visa Card or MasterCard global ATM Network, or the affiliated networks thereof, as the case may be, which accepts the Card.

“Card” means the Barclays Bank Plc, VISA ATM/DEBIT Card and may include a second card as may be issued by us, from time to time to you and shall include subsequently issued, renewal or replacement cards, if any, unless the context otherwise requires.

“PIN” means the Personal Identification Number (required for access to ATMs) allocated to you by us or, chosen by you / us from time to time to use the Card at an ATM for available services.

“International transactions” refers to the transactions entered into by you on your internationally valid Debit Card outside Pakistan at POS machines or ATM Network.

“Merchant” or “Merchant Establishment” means any establishment wherever located, which a Card Scheme Member bank has approved and made arrangements with, to accept and honour cards, for the sale of goods and services to cardholders.

“Depository” means any machine/device whether in Pakistan or overseas, whether ours, or of any other bank on a shared network, at which, amongst other things, you can use the Card to access your Nominated Account and deposit funds in your Nominated Account held with us in Pakistan.

“EDC” means any Electronic Data Capture terminals, printers, other peripherals and accessories including PIN pads and necessary software to run the devices, whether in Pakistan or overseas, belonging to us, or to any other bank on a shared network, at which, amongst other things, you can use your funds in your Nominated Account held with us in Pakistan to process the transaction at a Merchant Establishment.

“POS” means Point Of Sale terminals, whether in Pakistan or overseas, belonging to us or to any other bank on a shared network, at which, amongst other things, you can use your Card to access your funds in your Nominated Account held with us in Pakistan.

“MNET” means a shared network of ATMs which the Bank has an agreement for acceptance of Card.

“1Link” means a shared network of ATMs where Cardholder may use Card.

“VISA/MASTER CARD” means global service provider networks for ATMs and POS machines where cardholder may use ATM/ POS services

“CDM” Cash Deposit Machine at which amongst other things you can use the Card to Deposit funds in your Nominated Account held with us.

### **Use of Card**

Use or continued use by you of the Card shall constitute acceptance of the Customer Agreement and other specific terms and conditions that may be issued by us for this purpose.

### **General Use of Card**

On accepting your application for the same, we will issue to you, a Card with ATM and Debit Card functionality. You can access cash and carry out other transactions through the use of the Card in ATMs/ EDC/ Depository/ POS devices and/or any similar devices.

The Card issued will always be our property and shall be returned unconditionally and immediately to us, upon our request, without any reasons being required to be given by us.

The Card is non-transferable by you under any circumstances.

We reserve the right to cancel ATM withdrawal facilities on an account, at our discretion without assigning any reasons whatsoever.

You accept full responsibility for all transactions processed by the use of the Card, whether on ATM/EDC-POS/Depository/ or any other device available or otherwise. Any instruction given by means of the Card shall be irrevocable. You shall, in all circumstances, accept full responsibility for the use of the Card, whether or not processed with your knowledge or your authority, expressed or implied. You hereby authorise us to debit your account(s) with the amount(s) of any withdrawal or transfer or carry out any such instructions that may be received by the use of the Card in accordance with our record of transactions You shall not hold us liable on account of us acting, in the course of business, on your instructions.

In following your instructions, we will be doing so on a best efforts basis and shall in no way be liable and/or held responsible including on account of delay or inability to act immediately or at all on any of your instructions.

We may, at our sole discretion, change or withdraw or suspend the facility and/or the terms therefore and thereof wholly or in part, at any time, with or without prior notice.

We may, at our sole discretion, decide not to carry out any instructions including where we have a reason to believe that the instructions are not genuine or are unclear or are such as to raise a doubt or are otherwise improper and cannot be put into effect for whatsoever reasons.

We may, at our sole discretion, videotape or record on camera your access/presence/use of facilities at our premises/machines/equipment and we may rely on footage of such clippings as evidence in any proceedings, and you hereby give your consent thereto.

Transactions, which you initiate, will be completed only if the amount of funds available in your Nominated Account is sufficient to meet the transaction amount in full including any applicable charges, fees, etc. The amount of each completed transaction will be immediately debited from your relevant Nominated Account without notice.

Should any instruction given by you be capable of being executed by us in more ways than one, we may execute the said instruction in any one of the said ways, at its sole discretion.

We will not be liable for any failure to provide the facility or to comply with the terms and conditions for any cause that is beyond our control.

In consideration of our providing you with the facility of the Card, you agree to indemnify and keep us indemnified saved and harmless at all times from and against all actions, claims, demands, proceedings, losses, damages, injury, costs, charges and expenses whatsoever and by whomsoever brought which we may at any time incur, sustain, suffer or be put to as a consequence of and/or by reason of and/or arising on account of providing you with the said facility of the Card and/or by reason of our acting in good faith, taking or refusing to take or omitting to take action on your instructions and/or on account of use of the facility of the Card.

#### **Securing the PIN**

We will initially allocate a PIN to you. You may select your own PIN if you would like to change it, depending on the availability of the proposed number.

The security of the PIN is very important and you shall not disclose your PIN to anyone. If you fail to observe any of the security requirements, you may, at your sole risk as to the consequences, incur liability for unauthorised use.

If you choose your own PIN, you should not select a PIN that is easily identified or identifiable with you, e.g. your birth date, car registration number, or repeated numbers etc.

You should not write or indicate your PIN on your Debit Card or on any other item you carry or store including with your Debit Card, even if you have disguised it.

#### **Loss or theft of your Debit Card / PIN/and notification thereof:**

In the event of the Card being misplaced, lost or stolen, you must immediately inform us in writing of the same and **inform** / report to our Telephone Banking Services. Any transaction that may be incurred on the Card shall be your sole and absolute liability unless we have received written notice or (reported to phone banking) of the theft, loss or misplacement together with instructions to cancel the Card. Once the Card is reported misplaced, lost, stolen, the Card cannot be used, even if found subsequently. For the period commencing from the time the Card and/or PIN was misused, after misplacement, loss or theft until we have been notified by you in writing or (reported to phone banking), as described above, you will be liable for the actual amount lost on transactions carried out by the use of the Card. and / or PIN.

We may upon receipt of an application thereof, in our absolute discretion, issue a replacement Card with a new PIN for any lost, misplaced or stolen Card or a new PIN on the existing Card or

re- issue a fresh Card with a new or same PIN on these terms and conditions or such other terms and conditions as we may deem fit.

**Delayed notification of misplacement, loss or theft:**

In case the exposure has been contributed on account of you not immediately notifying us upon misplacement, loss or theft of the Card and/or PIN, then for the period commencing from the time the Card and/or PIN was misplaced, lost or stolen until we have been notified by you in writing or (reported to phone banking services) as described above, you will be liable for the actual amount lost on transactions carried out with the Card and /or PIN.

**Addition to and Withdrawal of facilities:**

We may, at its discretion, make available to you more ATMs, EDC-POS, and/or other devices through shared networks for your convenience and use. All fees, charges whether international or national related to transactions done by you at these devices, as determined by us from time to time will be recovered by a debit to your account. You understand and agree that such networks may provide different functionality, service offerings and different charges for different services and/or locations.

We, shall, at its sole discretion, at any time, without notice to you, be entitled to withdraw, discontinue, cancel, suspend or terminate the facility to use the Card and/or services related to it, at an ATM/other devices or otherwise within and/or outside Pakistan and shall not be liable to you for any loss or damage suffered by you resulting in any way from such suspension or termination, etc.

Maintenance: While advance notice of any substantial maintenance work likely to affect the availability of services, shall be given wherever and whenever possible, we reserve the right to suspend, without any notice, access to ATM/other similar devices or the provision of all or any of the services, at any time, if we deem it necessary to do so, whether for routine maintenance or for any other reason without any obligation or liability on its part.

**Termination of Card and/or Primary/ Nominated Accounts:**

In the event you decide to terminate the use of the Card., you shall give us not less than 7 days prior notice in writing and forthwith return the Card to us and obtain a valid receipt thereof. Such termination shall also be deemed a termination of all related facilities accorded by us to you.

We hereby have your express authority to debit the Nominated Accounts online or, in the event of an offline situation, within such time based on internal and/or scheme regulations that we may be, as a member of and/or bound by, for all withdrawals/transfers effected by the use of Card/PIN as per our records, which will be conclusive and binding on you.

**Verification of amounts:**

All transaction records for use of the Card/ PIN shall be conclusive unless verified otherwise by us. The verified amount shall always be binding you.

**Processing and Conversion Fee or Charges:**

Use of the Card at any ATM/ EDS/POS/ Depository/other devices may entail a service charge and/or transaction fee and/or processing and/or conversion fee being levied on the Nominated Account. These charges may be levied on both local and international transactions and may vary from network to network.

Your Nominated Account will be debited with such charges as we may from time to time consider appropriate in respect of the Card, whether or not prior notice of such charges is given to you.

You shall be solely liable for payment of all of the above.

#### **Charges and Fees:**

We reserve the right at any time to charge you for issue, re-issue of the Card and/or any fees/charges for the transactions carried out by you on the Card. Details of the fees and charges as applicable from time to time can be obtained from us and the same are subject to change in accordance with the Customer Agreement.

All fees and charges will be deducted automatically from your Nominated Account at the time the fee or charge is incurred. In addition, some other ATM owners or operators of shared networks or service providers may impose additional charges for each use of their ATM/other device, and any such charge along with other applicable fees/charges will be deducted from your Nominated Account.

#### **Limits of Use:**

We reserve the right to limit the minimum/maximum amount which may be transacted each day by the use of your Card and any such limits would also be subject to the availability of balance in your Nominated Account.

Similarly, daily minimum/maximum transaction limits apply to all ATMs and may vary between different ATMs belonging to different banks/networks/locations.

Transactions made by use of a Card may be limited to minimum and maximum amounts in any specified period and to multiples of any amount as may be prescribed. We will not be responsible for any loss or inconvenience that you may suffer due to the lack of uniformity in these limits, for transactions through different ATMs/networks/locations.

#### **Deposits and Withdrawals at ATMs/CDM**

Cash and cheques can be deposited at Barclays ATMs alone if and when the service is available on the ATM/CDM. Cheques deposited will be accepted for collection only. All deposits made through ATMs will be subject to verification for difference checks to be carried out in accordance with the laws and regulations and any of our internal policies before the credit for such deposits is made to the Nominated Account(s). To accept that any cash or cheque deposited through the ATM/CDM with the use of the Card is entirely at your risk and responsibility and is subject to verification and implementation by us. You accept the cheques deposited through the ATM/CDM may be sent for collection/clearance up to two clear working days after deposit and your Nominated Account will only be credited after realization. It shall be your responsibility to ascertain and verify that your instructions have been implemented accurately. Any discrepancy shall be notified within 72 hours of the effective time of the transaction, falling which the transaction shall be deemed to be accepted by you as correct.

Cash deposits at other bank ATMs and Cash Deposits at Merchant Establishments are not allowed and we would not be accountable for any such transactions.

#### **General Disclaimer:**

You will not hold us responsible for any inconvenience loss, damage or embarrassment suffered by you due to malfunctioning or non-operation of the Mnet/1-Link ATMs (shared ATMs through switch) or if the Card is not honoured / accepted or if the Nominated Account is debited and cash not disbursed or disbursed short for any reason whatsoever or if the Card retained by the Mnet/ 1-Link ATMs or any other ATM used outside Pakistan. In case the claim proves to be fake after investigation, you will be charged a fee decided by us.

You will not hold us liable in case if with the use of the Card at Mnet/1-Link ATMs or any other ATM used outside Pakistan, Your Account is debited and cash not disbursed or disbursed short, You will submit a claim for the respective transaction/ amount with us and we will reverse the claimed amount only after verification of such transaction / amount from the Mnet/ 1-Link or any other ATM used outside Pakistan and respective bank whose ATM was used.

You are liable to accept that in case if with the use of the Card at Mnet/1-Link ATMs or any other ATM used outside Pakistan, ATM dispensed cash but your Nominated Account is not debited, we are irrevocably authorised to debit the amount of withdrawal and all charges applicable to the use of Card to your Nominated Account with us, whether or not made with your knowledge or authority. It is your responsibility to check on the prevailing rates of respective charges levied by us. In case your Nominated Account does/do not have sufficient funds for any reason, we will have the right to setoff any of your accounts, credit balance/ proceeds of instruments or other items available with us.

You agree that a fee (as given in the Schedule of Charges or as notified by us) will be charged on all transactions performed on 1LINK/MNET ATMs that includes all ATMs of Mnet and 1-Link member banks.

#### **Printed Transaction Records, Balance information Statement;**

#### **Errors, Complaints:**

When you complete a transaction through an ATM, you can opt to receive a printed transaction record. You will ensure that you check your transaction records. You can also get information regarding your available funds, wherever the facility is offered, including written statement by calling us or through our Internet Banking services.

You will inform us in writing within 15 days from your receiving a statement, if any irregularities or discrepancies exist in the transactions/particulars of the account on any statement that we send to you. If we do not receive any information to the contrary within the 15 days, we shall assume that the statement and the transactions are correctly reflected.

To protect your interests, we may record on camera or on videotape, at its own discretion, the access to and the presence of any person while availing the use of the Card facilities.

All records maintained by us, in electronic or documentary form, of the instructions received from you and such other details (including, but not limited to payments made or received) pursuant to the Customer Agreement, and all camera/video recordings made as mentioned above, shall as against you, be deemed to be conclusive evidence of such instructions and such other details.

The ATM would capture the Card., if responses sought from you by ATM are not provided by you within a specific time and / or incorrect information/command(s) is/are given to the machine. The Card may be returned to you at our sole discretion.

We will not be responsible for any cash loss for any reasons whatsoever, after cash withdrawal transaction is completed by you at an ATM machine. A cash withdrawal will be treated as completed if the Bank's records indicate that the machine has dispensed the money.

The use of Card by you is your risk and responsibility, we will not be held responsible for any loss due to theft, burglary etc. in the vicinity of an ATM.

We reserves the right to participate at any time in any network sharing arrangement which will enable the cards issued by us to be accepted on the electronic devices of other institutions participating in such shared networks. We will however, not be responsible for any transaction conducted at an ATM machine of another bank.

**Disclosure of information:**

The use of the Card at an ATM/ EDC- POS/other devices shall constitute your express consent:

- a. To the collection, storage, communication and processing of personally identifying and account balance information by any means necessary for us to maintain appropriate transaction and account records.
- b. To the release and transmission to participants and processors in our ATM network/other networks of details of your account and transaction information and other data necessary to enable your Card to be used at an ATM/other device.
- c. To the retention of such information and data by the said participants and processors in the our/other networks.
- d. To the compliance by the said participants and processors in our ATM network/other networks with laws and regulations governing disclosure of information to which such participants and processors are subject

**Exclusion from Liability:**

Without prejudice to the foregoing, we shall be under no liability whatsoever to you in respect of any loss or damage arising directly or indirectly including out of:

any defect in goods or services availed of by you under a Card transaction.

The refusal of any person to honour or accept the Card.

The malfunction of any electronic terminal or other device.

The effecting of a transaction instruction other than that made by you.

Handing over of the Card. by you to anybody other than our authorised employees .

The exercise by us of our right to terminate any Card.

Any injury to your credit character and reputation alleged to have been caused by the re-possession of the Card and/or, any request for its return or the refusal of any Merchant Establishment to honour or accept the Card

Any misstatement, misrepresentation, error or omission in any details disclosed by us to anyone or in the statement of accounts.

Decline of a charge including because of exceeded guidelines issued from time to time, or we becoming aware of you exceeding your entitlement.

**Features on a Card:**

We may from time to time, at its discretion, tie-up with various agencies to offer features on your Card. All these features would be on a best efforts basis only, and we do not guarantee or warrant the efficacy, efficiency, usefulness of any of the products or services offered by any service providers/ merchants/outlets/agencies. Disputes (if any) would have to be taken up with the merchant/agency, etc. directly, without involving us.

**Indemnity and Liability:**

We shall use our best endeavours to provide error free operation of the account and the services to you. Notwithstanding the same, you hereby confirm that we shall not be liable for and indemnifies and agree to hold us and our respective officers, directors, employees and representatives, agents and contractors from and against any and all loss, damage, liability, payment and obligation and all expenses (including without limitation reasonable legal costs) incurred, suffered, sustained or required to be paid, directly by, or sought to be imposed upon us, arising out of, inter alia:

- (i) we acting upon your written or verbal instructions to stop payment, and or to act on any other instructions including standing instructions issued by you to us from time to time.
- (ii) any claim by you or any other third party concerning the amount, transfer, delivery or non delivery of any product requested through the services or any other matter relating to the services.
- (iii) any action taken by us in reliance upon:
  - (a) Instructions which are revealed to be duplicate or erroneous;
  - (b) Instructions purported to have been given by you, which are discovered to be fraudulent;
- (iv) any taxes due to be paid by us on payments made through or pursuant to the services.
- (v) any errors, neglects or defaults, acts or omissions whether of itself or of its employees or of any correspondents, sub-agents or of their employees.
- (vi) subject to these terms and conditions, any amendment or variation to/of the Instructions.
- (vii) for any Instructions not complied with, due to reasons beyond our control.
- (viii) any indirect, incidental or consequential loss or loss of profit that you may suffer by reason of disruption or failure in any communication or electronic transmission facility or the services.
- (ix) any loss arising out of unauthorized or fraudulent access of the account or the services or otherwise in connection with any agreement or our failure to provide the services.

- (x) loss, theft, disclosure of the PINs, Card or the cheque book.
- (xi) diminution due to taxes or imposts or depreciation in the value of funds credited to an account, whether due to devaluation or fluctuation in the exchange rate or otherwise,
- (xii) due to unavailability of funds because of restrictions imposed by the State Bank of Pakistan, including refusal or inability to sell foreign exchange necessary to meet request(s) for withdrawal, restrictions on withdrawal or on convertibility, or on transferability, or the requisition, compulsory, transfer of any character. In which circumstances, the our Head Office, other branches, subsidiaries or affiliates will be under no obligation to pay the amount standing to the credit of such account of the Cardholder with any of our Pakistan branches.

You hereby agree to indemnify us for all liabilities, losses, damages and expenses which we may sustain or incur either directly or indirectly as a result of your negligence/mistake or misconduct.

Breach or non-compliance of the rules/terms and conditions relating to the Card and account.

Fraud or dishonesty relating to any transaction by you or your employees/agents.

ATMs/EDC and similar electronic terminals are machines and errors could occur while in operation. You agree to indemnify us for any such machine/mechanical errors/failures.

You shall indemnify and hold us harmless from any and all consequences arising from you not complying with the foreign exchange laws of Pakistan, the Exchange Control Regulations of the State Bank of Pakistan.

#### **Card Usage and Multiple Account Linkage:**

You agree that in case you have multiple accounts with us, we will decide the number of accounts, which will have the Card facility on them.

#### **In case of Cards linked to multiple accounts:**

The account selection facility in respect of Nominated Account may not be available at all ATMs; hence all transactions at these ATMs will affect on the Primary Account linked to the Card.

In case the Nominated Account selection facility is available at ATMs then you will have the option to choose the account from the Nominated Account to conduct the transaction.

The account select facility may not be available for all transactions that may be performed at an ATM but may be limited to certain transaction only depending on the functionality of that ATM. In such cases transactions will be affected on the Primary Account linked to the transactions.

At Merchant Establishments, transactions will be affected on the Primary Account linked to the card in case the option of Nominated Account is not available.

Where the account selection facility is not available, transactions will be affected on the Primary Account linked to the Card. In case there are no funds in this Primary Account, we will not honour the transactions even if there are funds available in the other Nominated Accounts linked to the same Card.

You will not attempt to withdraw funds/purchase goods or services using the Card unless sufficient funds are available in either your Nominated Account or Primary Account as the case may be. The onus of ensuring adequate account balances is entirely on you. Accounts that violate this condition will be classified as overdrawn accounts and you will have to rectify the account balance position immediately. In every such situation where the account gets overdrawn, a flat charge would be levied in addition to the interest to be charged on the debit balance in the account. We will determine this charge from time to time.

**Right of Set off:**

In the event of any Nominated Account being overdrawn, we reserve the right to set off overdrawn amounts against any credit lying in any of your other account held jointly or singly, without giving any notice. Nothing in these terms and conditions shall affect our right to set-off, transfer and apply monies at law or pursuant to any other agreement from time to time subsisting between you and us.

**Merchant location Usage:**

The Card would ordinarily be honoured by Merchant Establishments in Pakistan and Debit Cards in other countries which display the Visa logo. We are not responsible or liable for refusal by any Merchant to accept the Card for any reason whatsoever. However, you may report to us any Merchant/bank refusal, detailing the name, location, date and time of the transaction and other details that will assist us in its investigations.

Card promotional material or Visa symbol displayed on any premises is not a warranty that all goods and services available at those premises can be purchased with your Card.

The Card is for Electronic use only and will be acceptable only at Merchant Establishments, which have an EDC, or similar terminal that accepts the Cards. Any usage of the Card other than electronic use will be considered as unauthorised.

The Card will be honoured only when it carries your signature. The Card is operable with the help of your signature at Merchant locations

Each Transaction is deemed authorised and completed once the terminal generates a Sales Slip. The amount of the transaction is debited immediately from the primary account linked to the Card. You should ensure that the Card is used only once at the Merchant location for every transaction. The Sales Slip will be printed each time the Card is used and you should ensure that there is no multiple usage of the Card at the Merchant location at the time of the purchase.

We accept no responsibility for any surcharge levied by any Merchant Establishment and debited to the Nominated Account or any other account as provided herein with the transaction amount.

You must sign and retain the Sales Slip whenever the Card is used at a Merchant Establishment. We, at an additional charge may furnish copies of the Sales Slip. Any Sales Slip not personally signed by you, but which can be proved, as being authorised by you, will also be your liability.

Any charge or other payment requisition received from a Merchant Establishment by us for payment shall be conclusive proof that the charge recorded on such requisition was properly incurred at the Merchant Establishment in the amount and by you (Cardholder) referred to in that charge or other requisition, as the case may be, by the use of the Card except where the Card has been lost, stolen or fraudulently misused, the onus of proof for which shall be on you.

All Refunds and Adjustments due to any Merchant/device error or communication link may be processed manually and the account will be credited after due verification and in accordance with VISA rules and regulations as applicable. You agree that any debits received during this time will be honoured only based on the Available Balance in the account(s) without considering this Refund. You also indemnify us from acts of dishonouring the payment instructions.

The Card is not to be used at Hotels during Check-in and also at other locations where paying arrangement is done before completion of the purchase transaction or service.

The ATM / Debit Card should not be used for any Mail Order/Phone Order purchases and any such usage will be considered as Unauthorised.

The ATM / Debit Card should not be used for the payment of subscription to foreign magazines/periodicals and any such usage will be considered as Unauthorised.

You would be solely liable for all unauthorised acts and transactions.

You must not at any point, hand over your ATM / Debit Card to any other person including for usage on your behalf. You must ensure that you are physically present at an ATM/ Merchant Establishment at the time of any transaction undertaken by you.

#### **Cardholder disputes with Merchants:**

Any dispute with or complaint against any Merchant Establishment must be directly resolved by you with the Merchant. We are not in any manner responsible for any issues regarding goods and services received by you including the quality, value warranty, delay of delivery, non delivery, non receipt of any goods or services. It must be clearly understood that the Card is only a facility to given to you, which is made available to purchase goods or avail of services and we hold out no warranty or make no representation about quality, quantity, value, delivery or otherwise, howsoever regarding goods or services, and any dispute should be resolved with the Merchant Establishment directly. However, you may report the to us with details of the name, location, date and time of the transaction and other details that will assist us in our investigations and possible resolution of complaint which we are not obliged to ensure.

#### **International Usage:**

The Card is valid for use both in Pakistan as well as outside Pakistan within the foreign exchange entitlements as stipulated by the State Bank of Pakistan from time to time.

You shall ensure adherence to all requirements of the Exchange Control Regulations with regard to foreign exchange entitlements as stipulated by the State Bank of Pakistan from time to time.

If you are emigrating and/or proceeding abroad on permanent employment or intending to become a Non Resident Pakistani must surrender the Card at a prior time and clear the entire card out standings.

Usage of the Debit Card outside Pakistan will be made strictly in accordance with the Pakistani foreign exchange laws. In the event of any failure to do so, you shall be solely and completely liable and responsible for non-compliance with the law and the regulations and notifications issued there under from time to time.

You may, if you so desire, draw foreign exchange against the Card in the form of foreign currency notes/travellers cheques to the extent of the entitlement from an authorised dealer/full fledged money changer. Sale of such foreign currency notes/travellers cheques from entitlement would be governed by the extant regulations and would be subject to the applicable ceilings.

The Card cannot be used for effecting remittances for the purposes for which the release of exchange is not permitted under our internal policies and any regulations e.g. for subscription to (a) magazines which are on the proscribed/banned list (b) Pools, sweepstakes, lotteries etc. (c) internet sites selling products/services for which release of foreign exchange is not permitted. We reserve the right to report such violations to the Regional office of the Exchange Control Department etc giving full details. Your right to use the Card in such circumstances would cease forthwith.

Under no circumstances should the payment of Card dues be delayed or refused on the grounds of your having exceeded the entitlement. There will be no obligation on us to make a claim or demand for payment on you and non-payment shall render you liable to risk of withdrawal of your Card membership with us also having the right to take such other appropriate action.

The exchange rate for all foreign currency transactions on the Card will be decided by us and will be binding on you.

You accept full responsibility for wrongful use and use in contravention of the Customer Agreement and undertake to indemnify us to make good any loss, damage, interest, conversion, any other financial charges that we may incur and/or suffer on account thereof.

**Failure beyond the Control of the Bank:**

We shall not be responsible for any loss or damage caused to you by reason of any failure to comply with your instructions, when such failure is caused due to reasons beyond our control, our opinion being final in this regard.

**Ability to refuse payment:**

Except as otherwise required by law, if we receive any process, summons, order, injunction, execution, levy, lien, information or notice which we in good faith believes calls into question your ability to transact on your Card, we may, at our option and without liability to us decline to allow you to obtain any portion of your funds, or may pay such funds over to an appropriate authority and take any other steps required including by applicable law.