

Retail Internet Banking Application Form

(Please complete in block letters and sign below)

Personal Information:

Title of Account: (Mr./Mrs./Ms.) _____

Account Number*:

CNIC Number*:

Email Address*: _____ Date of Birth*: DD MM YYYY

(for correspondence with the Bank)

Residence Phone: _____ Office Phone: _____

Mobile Number: _____ Fax Number: _____

User ID to be Used for Internet Log-in

Guide to User ID Creation

- a) Character Range - Minimum 6, Maximum 10
- b) Lowercase Alphabets - (a-z)
- c) No Special Character - (*,+,_-)

User ID (Select ID)-Option 1

User ID (Select ID)-Option 2

User ID (Select ID)-Option 3

++ The Bank reserves the right to allocate a different User ID if the above are in use.

Please Tick One:

- I want to apply for Internet Banking and link my account(s) to my User ID.
- I have an Internet Banking User ID, but can't remember it. Please resend it to me.
- I have an Internet Banking User ID, but have forgotten my password.
- Login Password Transaction Password
- Please reissue it to me.

Mailing Preference

- I will collect the password(s) from my parent branch. I would like the password(s) to be sent to my correspondence address.

Note:

- User ID and password(s) will be delivered to the address provided in the Account Opening Form.
- Fields marked with an asterisk (*) are mandatory.

I want to apply for Internet Banking and link my account(s) to my User ID.

I acknowledge receipt of the Customer Agreement and confirm that:

- a) I have read and fully understood the Terms and Conditions contained in the Customer Agreement;
- b) I agree to be bound by the said Terms and Conditions; and
- c) I acknowledge that the Terms and Conditions may be amended from time to time by the Bank as stated therein.

Account Holder's Name: Account Holder's Signature:

Date: DD MM YYYY

For Bank Use Only:

Branch Name: _____

Customer ID:

Customer Type: General Banking Premier

Signature Verified: _____ CSO Name: _____

Data Loader: _____ Data Approver: _____

Note: Please remember to forward signed Terms and Conditions available on Page 2 with this signed form.

Internet Banking - Terms and Conditions

1. Definitions

- "Bank" refers to Barclays Bank PLC, Pakistan, a company organised and existing under the laws of England and Wales with limited liability acting in Pakistan through its branch office at Dawood Centre, M.T. Khan Road, Karachi - 75530. The term includes the successors and assigns of the Barclays Bank Plc, Pakistan.
- "Customer" refers to the person who has Customer's account.
- "Customer's account" refers to the savings and/or current account and/or finance account and/or credit cards and/or fixed deposit account and/or any other type of account maintained by the Customer and so designated by the Bank to be eligible account(s) for operations through the use of Internet Banking. One of these accounts will be designated as primary account. All other accounts (if any) of the Customer will be called secondary account(s). The user should be either the account holder or sole signatory or authorized to act when there is more than one signatory. An account in the name of a minor or an account in which a minor is a joint account holder, is not eligible for Internet Banking.
- "Internet Banking" refers to the Bank's Internet Banking which allows Customers to access and transact on their various relationships with the Bank by using internet, including but not limited to Bank Accounts (Savings/Current), Finance Accounts, Credit Cards and such other Products as may be offered by the Bank from time to time.
- "User" for the purposes of these terms refers to a Customer of the Bank whether acting personally or through any persons authorized by the Customer to use Internet Banking for and on behalf of the Customer.
- Personal information refers to the information obtained by the Bank in connection with the Internet Banking or for any other purposes.
- "Terms" refer to Terms and Conditions, as amended from time to time, for use of Internet Banking including terms and conditions as specified in this document.
- In this document, all references to the User being referred in masculine gender will also include the feminine gender.

2. Applicability of Terms

- 2.1 These terms form the contract between the User using the Internet Banking and the Bank. By applying for Internet Banking and/or accessing/avaing facilities there under the User acknowledges, agrees and accepts these terms. Any conditions relating to the accounts of the Customer other than these terms (including as recorded under Customer Agreement) will continue to apply except that in the event of any conflict between these terms and the account conditions then to the extent same pertains to Internet Banking these terms will continue to prevail.

3. Application for Internet Banking

- 3.1 The Bank may offer Internet Banking to selected Customers at its discretion. If you are interested in use of Internet Banking, you can download the form from Bank website. The Bank may forward the Internet Banking application form, a copy of these terms and conditions and the brochure explaining the Internet Banking to the person who registers and his/her interest. The acceptance of the registration and the acknowledgment thereof does not automatically imply the acceptance of application for Internet Banking.

- 3.2 The Bank may advise from time to time the internet software such as browsers which are required for using Internet Banking. There will be no obligation on the Bank to support all the versions of these internet software.

4. Scope of Internet Banking

- 4.1 The Bank shall, on best effort basis, endeavour to provide to the User through Internet Banking, facilities such as enquiry about the balance in his Customer's account(s), details about transactions, statement of account, request for issue of cheque-books, request for transfer of funds between accounts of the same User, from User's account to another person's account, bill payment and such other facilities as the Bank may decide to provide from time to time. (These facilities may be offered by the Bank in a phased manner at its sole discretion which Bank may inform the Customers from time to time). The Bank may also make additions/deletions to the facilities offered through Internet Banking at its sole discretion. The availability/non-availability of a particular facility may be advised through email, web page of the Bank or written communication.

- 4.2 The Bank will take reasonable care to ensure the security of and prevent unauthorised access to the Internet Banking using technology reasonably available to the Bank.

- 4.3 The User shall not use or permit to use Internet Banking or any related facility for any illegal or improper purposes.

- 4.4 The User understands and acknowledges that transactions conducted on internet are risky and hoesover security standards be followed by Bank or the User the same can not be risk free. Bank does NOT WARRANT any particular level of security while offering the facilities under Internet Banking and User has at its own decision had applied for Internet Banking after having understood and accepted the above.

- 4.5 The User understands that instructions once given can not be stopped unless otherwise specifically permitted by the Bank, hence User will not request for stop the processing the instruction once he/she has given the same by using Internet Banking.

5. Internet Banking Access

- 5.1 The User would be allotted one or more Internet Banking User-id(s) and one or more secret password(s) by the bank in the first instance. The User will be required to change the password(s) assigned by the Bank on accessing Internet Banking for the first time. As a safety measure the User shall change the password as frequently thereafter as possible. As an additional safety measure User may be required to change password(s) whenever required by the Bank.
- 5.2 In addition to User-id and password the Bank may, at its discretion, advise the User to adopt such other means of authentication as the Bank may deem appropriate.
- 5.3 The User shall not attempt or permit others to attempt accessing the account information stored in the computers of the Bank through any means other than the Internet Banking.

6. Password

6.1 The User must:

- keep the User-id and password totally confidential and not reveal the password to any person (not even to any official of the Bank)
- choose a password which shall be at least 6 characters long or any number of characters as the Bank may stipulate from time to time and may consist of a mix of alphabets, numbers which must not relate to any readily accessible personal data such as the User's name, address, telephone number, driver license, etc. or easily guessable combination of letters and numbers
- commit the User-id and password to memory and not record them in a written or electronic form
- understand that above list of precautions which User is expected to take is inclusive and not exclusive
- not let any person have access to his computer or leave the computer unattended whilst accessing Internet Banking
- take all necessary precautions to prevent unauthorized and illegal use of Internet Banking and unauthorized access to the User accounts provided by Internet Banking
- log off from the Internet Banking once the User has finished using the Internet Banking and to make sure that the system is not left unattended until the User has safely logged off
- not to access the Internet Banking from any device connected to a local area network without making sure that no other party is able to access the passwords and the security codes
- comply with any other security requirements notified and provided to the User by the Bank from time to time

- 6.2 Understand that passwords will be mailed via courier to customer if so chosen by the Customer in the Application Form and Bank shall not be liable for any damages whatsoever.

- 6.3 If the User forgets the Internet Banking User-id or password, he can request for change of the password by sending a written request to the Bank. The selection of a new password and/or the replacement of Internet Banking User-id shall not be construed as the commencement of a new contract.

7. Joint Accounts

- 7.1 The Internet Banking will be available in case of joint accounts only if the mode of operation is indicated as either 'survivor' or 'anyone or survivor'. For these joint accounts one Internet Banking User-id will be issued to one, as selected by all the joint account holders, of the joint account holder. Bank has the option to issue additional User-id and password for any type of accounts including joint Accounts. The other joint account holder(s) shall expressly agree with this arrangement and give their consent on the application form for use of Internet Banking. In case any of the joint account holder(s) gives a request to discontinue Internet Banking in respect of operations through the use of Internet Banking (or in writing) or by some other mode of authorized communication, on any of the Customer's accounts held jointly by them, the Internet Banking will be discontinued for the all Users. In case of addition of new name in an existing Customer's account, this will automatically apply on him/her.

- 7.2 All transactions arising from the use of Internet Banking to operate a joint account, shall be binding on all the joint account holders, jointly and severally.

8. Funds Transfer

- 8.1 The User shall not use or attempt to use Internet Banking for funds transfer - as and when the facility is made available - without sufficient funds in the Customer's account or without a pre-existing arrangement with the Bank for the grant of an overdraft.

- 8.2 The Bank will endeavour to affect such funds transfer transactions received through Internet Banking provided there are sufficient funds available in the Customer's account. In any case, if based on the User instructions, funds are debited from his account by overdrawing the account without sufficient funds in the relative Customer's account or without a pre-existing arrangement with the Bank for the grant of an overdraft, the Customer shall repay such overdraft amount immediately upon demand by the Bank. The Bank shall not be liable for any omission to make all or any of the payments or for late payments due to circumstances beyond the reasonable control of the Bank.

- 8.3 In the event that an unauthorized overdraft is created by the User, the Bank may charge markup and charges to the said account. Notwithstanding the above any payment instructions given to the Bank through the Internet Banking may not be immediately reflected in the balance of the Customer's account with the Bank.

9. Authority to the Bank

- 9.1 Banking transactions in the Customer's account(s) are permitted through Internet Banking only after authentication of the User-id and password of the User. The User (along with the joint account holder, if any) grants express authority to the Bank for carrying out the banking transactions performed by him through Internet Banking. The Bank shall have no obligation to verify the authenticity of any transaction received from the User through Internet Banking or purporting to have been sent by the User via Internet Banking other than by means of verification of the User-id and the password.

- 9.2 The display or printed output that is produced by the User at the time of operation of Internet Banking is a record of the operation of the internet access and shall not be construed as the Bank's record of the relative transactions. The Bank's own records of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes.

- 9.3 Bank may levy service charges for use of Internet Banking at its discretion. The User authorizes the Bank to recover all charges related to Internet Banking as determined by the Bank from time to time by debiting one of Customer's accounts.

- 9.4 All instructions given by the User through the Internet Banking are irrevocable and the Bank will carry out the debit or other transactions specified by the User and charge to the Customer's account any Bank charges and other charges applicable on carrying out the said transaction. The Bank may at its discretion reverse an instruction, provided it is possible do the same under the rules and practices of the banking system and the User/Customer indemnifies the Bank for any costs and liabilities incurred in this process and any claims made against the Bank. The Bank will not be responsible to the User/Customer for any loss incurred by the Customer as a result of such reversal.

- 9.5 Internet Banking will be available for use by the User at all times however the Bank will from time to time, may carry out routine maintenance to the Internet Banking services and due to the said maintenance as well as extra demand of the Internet Banking from time to time, the Internet Banking may not be available for the use of the User. The Bank may at its discretion modify the Internet Banking being provided or discontinue the Internet Banking by giving the Customer notice of the said amendments or the termination of the Internet Banking. In this event the User will have to accept the said change or termination without any remedies available to the Customer/User against the Bank.

- 9.6 The Bank may withdraw all or any facility(ies) under Internet Banking without giving any reason or notice to the User and/or without incurring any liability or responsibility whatsoever by reason of such withdrawal.

10. Accuracy of Information

- 10.1 The User is responsible for the correctness of information supplied to the Bank through the use of Internet Banking or through any other means such as electronic mail or written communication. The Bank accepts no liability for the consequences arising out of erroneous information supplied by the User. If the User suspects that there is an error in the information supplied to the Bank by him, he shall advise the Bank as soon as possible. The Bank will endeavour to correct the error wherever possible.

- 10.2 If the User notices an error in the account information supplied to him through Internet Banking or by the use of any of the facilities under Internet Banking, he shall advise the Bank as soon as possible. The Bank will endeavour to correct the error promptly.

11. Liability of the User and the Bank

- 11.1 The User shall not be liable for unauthorized transactions occurring through the use of Internet Banking which can be directly and solely attributed to the fraudulent or negligent conduct of the employees or agents of the Bank.

- 11.2 The User shall be liable for any or all loss from authorized/unauthorized transactions in the Customer's accounts if he has breached the terms or contributed or caused the loss by negligent actions such as the following:

- Keeping a written or electronic record of Internet Banking password
- Disclosing or failing to take all reasonable steps to prevent disclosure of the Internet Banking User-id or password to anyone including Bank staff and/or failing to advise the Bank of such disclosure within reasonable time
- Not advising the Bank within a reasonable time about unauthorised access to or erroneous transactions in the Customer's accounts
- The Bank shall not be liable for any unauthorised transactions occurring through the use of Internet Banking including which can be attributed to the fraudulent or negligent use of the Internet Banking the User or any other person

- 11.3 The User will take all reasonably practicable measures to ensure that any computer or other device from which the User accesses the Internet Banking are free of any computer virus or similar device or software including, without limitation, devices commonly known as software bombs, Trojan horses and worms (together "Viruses") and is adequately maintained in every way satisfactory to the Bank. The User will ensure that any computer or other device the User uses to access the Internet Banking is adequately protected against acquiring Viruses. The Bank will decide whether all reasonable precautionary measures taken by the User to guard against Viruses have been taken. In the event of non-compliance by the User of this term of the Terms and Conditions the Bank may terminate the use of the Internet Banking services available to the User/Customer.

12. Conduct of the User

- 12.1 The Bank shall in no circumstances be held liable to the User if Internet Banking access is not available in the desired manner for reasons beyond its reasonable control including but not limited to natural calamity, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or internet or network failure, software or hardware error or any other reason beyond the control of the Bank. Under no circumstances shall the Bank be liable for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by the User or any other person.

13. Indemnity

- 13.1 The User undertakes to indemnify and hold the Bank harmless against any loss suffered by the Bank, its other customers or a third party or any claim or action brought by a third party which is in any way the result of the improper use of Internet Banking.

- 13.2 The User shall indemnify the Bank, Bank employees and Banks nominees or agents promptly and on a full indemnity basis from or against all actions, omissions, negligence, proceedings, claims, demands, damages, losses (including direct, indirect or consequential losses), costs and expenses including all duties, taxes, or other levies and legal costs as between lawyer and client (on a full indemnity basis) and other liabilities which the Bank may incur or suffer from or by reason of the User(s) use of the Internet Banking. The User must compensate the Bank for any loss the Bank suffers as a result of the User(s) breaking any of the terms and conditions stated in these Terms and Conditions.

14. Disclosure of Personal Information

- 14.1 The User agrees that the Bank or its contractors may hold and process his personal information on computer or otherwise in connection with Internet Banking as well as for statistical analysis and credit scoring. The User also agrees that the Bank may disclose, in strict confidence, to other institutions, such personal information as may be reasonably necessary for reasons inclusive of, but not limited to, the following:

- For participation in servicing or any telecommunication or electronic clearing network
- In compliance with a legal directive and policies of the bank.
- For credit rating by recognised credit scoring agencies
- For fraud prevention purposes

15. Banker's Lien

- 15.1 The Bank shall have the right of set-off and lien, irrespective of any other lien or charge present as well as future on the deposits held in the Customer's primary account and/or secondary account(s) or in any other account, whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the Internet Banking extended to and/or used by the User.

16. Proprietary Rights

- 16.1 The User acknowledges that the software underlying the Internet Banking as well as other internet related software which are required for accessing Internet Banking is the legal property of the respective vendors. The permission given by the Bank to access Internet Banking will not convey any proprietary or ownership rights to him in the above software.

- 16.2 The User shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying Internet Banking or create any derivative product based on the software.

17. Change of Terms and Conditions

- 17.1 The Bank has the absolute discretion to amend or supplement any of the terms at any time and the updated Terms and Conditions shall be made available at www.barclays.pk and User hereby undertakes to keep itself updated with the then applicable Terms and Conditions at the time of each transaction, the User wishes to enter into using Internet Banking. The Bank may introduce new facilities within Internet Banking from time to time. The existence and availability of the new functions will be notified to the User as and when they become available. Before using such new facility, the User is requested to read and understand applicable terms to them. Use of Internet Banking or an attempt thereto shall be deemed as acceptance of the applicable Terms and Conditions.

18. Termination of Internet Banking

- 18.1 The User may request for termination of the Internet Banking facility any time by giving a written notice of at least 15 days to the Bank. The User will remain responsible for any transactions made on his account(s) through usage of his User-id and password prior to the time of such cancellation of the Internet Banking.

- 18.2 The Bank may withdraw the Internet Banking facility anytime provided the User is given reasonable notice under the circumstances. If the Internet Banking is withdrawn by the Bank for a reason other than the breach of the terms and conditions by the User, the Bank's liability shall be restricted to the return of the annual charges, if any, recovered from the User for the period for which the Internet Banking Facility has been cancelled.

- 18.3 The closure of all accounts of the User will automatically terminate the Internet Banking.

- 18.4 The Bank may suspend or terminate Internet Banking facilities without prior notice if the User has breached these Terms and Conditions or the Bank learns of the death, bankruptcy or lack of legal capacity of the User.

19. Notices

- 19.1 Notices under these Terms and Conditions may be given by the Bank and the User:

- Electronically to the mail box of the User. Such notices will be regarded as being in writing
- In writing by delivering them by hand or by sending them by post to the last address given by the User and in the case of the Bank to the branch office address in Pakistan as mentioned in the heading above or any other address as informed by the Bank to the User for communication related to Internet Banking
- In addition, the Bank may also publish notices of general nature which are applicable to all Users of Internet Banking on its web site. Such notices will have the same effect as a notice served individually to each User

20. Governing Law

- 20.1 These Terms and Conditions and/or the operations in the accounts of the User maintained by the Bank and/or the use of the facilities provided through Internet Banking shall be governed by the laws of the Islamic Republic of Pakistan. The User agrees to submit to the exclusive jurisdiction of the banking courts located in Karachi, Pakistan as regards any claims or matters arising under these Terms and Conditions. This however shall not prejudice the right of the Bank to initiate legal proceedings in any other court of appropriate jurisdiction.

- 20.2 The Bank accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the Islamic Republic of Pakistan. The mere fact that the Internet Banking can be accessed through internet by a User in a country other than Pakistan shall not be interpreted to imply that the laws of the said country govern these Terms and Conditions and/or the operations in the Customer's accounts of the User and/or the use of Internet Banking.

21. General

- 21.1 The clause headings in these Terms and Conditions are only for convenience and do not affect the meaning of the relative clause.

- 21.2 The User shall not assign these Terms and Conditions to anybody else. The Bank may sub-contract and employ agents to carry out any of its obligations. The Bank may transfer or assign its rights and obligations to any party it may deem fit and proper.

- 21.3 If any one or part of the terms of these Terms and Conditions proves to be legally invalid unenforceable in any way, this will not affect the validity of the remaining terms. In the event that any terms of these Terms and Conditions are proven not to be legally valid for any reason whatsoever, the Bank is entitled to change the said term without having any effect on the enforceability of these Terms and Conditions.

Declaration

- I/We warrant that all information provided to Barclays Bank by me/us or at its request is true and accurate in all material respects.

I/We, through this application, request Barclays Bank to issue me/us an Internet Banking User ID and Password as per details provided above. I/We have read, understood and agree to abide by the Terms and Conditions of usage of the service mentioned on www.barclays.pk I understand/agree that the Internet Banking Password will only be valid for Barclays Bank website www.barclays.pk.

By signing this application below, I/We agree that information related to me/us will be used by Barclays Bank to market their own and third party goods and services. Marketing material may be communicated in a variety of ways (Including Post, Telephone, SMS and Email).

I/We agree that any information provided in this application may be used by Barclays Bank in order to update its record concerning me/us in relation to any other product or account of/with Barclays Bank which I/We may have utilized.

Account Holder's Name

Account Holder's Signature

Date: DD MM YYYY