

شرايط و ضوابط  
برائے میزان بینک ڈیبٹ کارڈ

**Terms and Conditions**  
for Meezan Bank Debit Card



**میزان بینک**  
پریمیر اسلامک بینک



**Meezan Bank**  
The Premier Islamic Bank

## Terms and Conditions for Meezan Bank Debit Card

Meezan Bank Debit Card and the LINKED ACCOUNT shall be governed by the Terms and Conditions for Accounts and Services. In addition, following specific Terms and Conditions outlined below are also applicable to Meezan Bank Debit Card:

**“ACCOUNT”**: Means all Current, Savings Account and/or Exporters’ Special Foreign Currency Account (ESFCA) which a CARDHOLDER opens and maintains with the BANK and through which CARD TRANSACTIONS are carried out.

**“ACCOUNTS”** shall mean more than one current, savings and/or ESFCA accounts.

**“ACCOUNT HOLDER”**: Means a person(s) who maintain(s) one or more ACCOUNTS with the BANK.

**“ATM”**: Means Automated Teller Machine installed and operated by the BANK in Pakistan and/or abroad and/or Automated Teller Machines of banks participating in the Linked Network and/or the Automated Teller Machines of banks or financial institutions in Pakistan and/or abroad where Mastercard or Visa or PayPak is accepted.

**“BANK”**: Means Meezan Bank Limited.

**“SHARIAH”**: Means Islamic jurisprudence and law.

**“HARAM”**: Means prohibited in Islamic principles and practices.

**“CARD”**: Means Meezan Bank Debit Card issued by the BANK to the CARDHOLDER and bearing the Mastercard or Visa or PayPak logo on the Terms and Conditions contained herein.

**“CARDHOLDER”**: Means an ACCOUNT HOLDER maintaining an ACCOUNT with the BANK and to whom a CARD is issued.

**“CARD TRANSACTION”**: Means a cash withdrawal or payment made by a CARDHOLDER using the CARD and includes without limitation, fees debited by the BANK or other banks to affect the said transaction.

**“LINKED ACCOUNT”**: Means an account that is being linked upon customer's request to act as an accompanying account for cash purposes only. In order to be linked, this account must be of a different nature than the principal account and should be maintained in the same Meezan Bank branch (Cards issued on Foreign Currency Account cannot be linked with any PKR based account).

**“FUNDS TRANSFER”**: Means electronic FUNDS TRANSFER from the account of the remitter to the account of the beneficiary mentioned by the BANK or any other link member banks. Funds Transfer facility is not available in ESFCA Accounts.

**“IVR”**: Means Interactive Voice Response, a system that allows user keypad input for various transactions and instructions and responds accordingly.

**“MERCHANT”**: Means any person supplying goods and/or services and/or other benefits who accepts the CARD as means of payment.

**“CALL CENTER”**: Means the unit of the BANK that is accessible by way of phone, for various types of transactions and information as extended by the BANK from time to time. This also includes services offered through IVR.

**“PIN”**: Means the confidential Personal Identification Number chosen by the CARDHOLDER from time to time.

**“POS TERMINALS”**: Means point of sale electronic terminals at MERCHANT Service/Retails Outlet(s), enabling the CARDHOLDER to use the CARD to access funds in the ACCOUNT held with the BANK to make a purchase.

**“3D SECURE”**: A service which provides the Meezan Bank Debit CARDHOLDER with additional security when shopping online using their Meezan Bank Debit Card on MERCHANT websites which have subscribed to the services of 3D SECURE. The Term (the “Terms”) regulates the usage of 3D SECURE services implemented for Meezan Bank Debit CARDHOLDERS using their Meezan Bank Debit Card for online transactions on MERCHANT websites.

**“DEVICE”**: Devices such as smartphones, tablets, or Android smart watches, which contain NFC feature, have not been rooted and which the BANK determines are eligible to register the CARDS for use in the Meezan Bank Android Pay Service.

**“DEFAULT CARD”**: The Card that will be used by default for purchases/payments. It is usually the first card registered in the Meezan Bank Android Pay Service, and it can be changed at any time.

**“Exporters’ Special Foreign Currency Account (ESFCA)”**: ESFCAs are retention accounts opened by Freelancers and IT Companies to retain certain threshold of their export proceeds.

**“PASSCODE”**: The passcode that is required to unlock the Device, including the password, passcode, pattern, or biometric identifiers (when required). The Passcode here also refers to the OTP sent to customer for authentication/validation purposes.

The Cardholders may use the Meezan Bank Debit Card on ATMs and POS TERMINALS (both locally and internationally) displaying Mastercard or Visa. However, PayPak cards can only use locally.

- 1) The following ACCOUNT HOLDERS shall be eligible for applying and using the CARD:
  - i) Individual Personal Current and/or Savings ACCOUNT HOLDERS.
  - ii) Joint (i.e. either or survivor only) Personal Current and/or Savings ACCOUNT HOLDERS.
  - iii) For Joint Accounts which are operated on the signature of any one of the ACCOUNT HOLDERS, the BANK may, at its discretion issue more than one CARD against the Joint Account for one or more of the Joint Account Holders on their written request (as applicable).
  - iv) The Joint Account Holders will jointly and severally be liable for all transactions processed by the use of any CARD issued and each Joint Account holder to whom a card is issued shall be deemed to be duly authorized by the other Joint Account Holder. The Terms and Conditions herein shall be jointly and severally be liable on all Joint Account Holders/CARDHOLDERS and as the context requires, terms herein denoting the

- v) singular shall include the plural and vice-versa. Exporters’ Special Foreign Currency Account (EFSCA) FCY (USD) Account Holders
- 2) The CARD represents a SHARIAH-compliant business entity and shall not be in any way used for purchases of HARAM Products or Services (both locally and internationally). The BANK reserves the right to discontinue the CARD Service or/and Business relationship with the customer if non-compliance is encountered.
- 3) The CARD shall only be used by the CARDHOLDER and is not transferable. If the CARDHOLDER authorizes anybody else to use his/her CARD, despite this prohibition, then he/she will be exclusively responsible for any and all risks and consequences occurring thereof and the CARDHOLDER shall indemnify the BANK against all such risks, losses and/or consequences arising out of the misuse of CARD at ATM, POS terminals, websites or any other manner whatsoever.
- 4) The CARD, along with Personal Identification Number (“PIN”) shall be issued/generated to/by the CARDHOLDER at his/her sole risk and responsibility. The PIN shall be a confidential number generated by the CARDHOLDER and may be changed by the CARDHOLDER subsequently at his/her own risk. The CARDHOLDER shall use the PIN for ATM transactions. The CARDHOLDER undertakes not to pass on the CARD or disclose the PIN to any other person and shall take every precaution to prevent disclosure of the PIN to any other person/third party.
- 5) In case of insufficient balance in the LINKED ACCOUNT(s) or the LINKED ACCOUNT(s) is(are) marked on hold for carrying out any Debit Card or CARD TRANSACTIONS, the same shall be denied to the ACCOUNTHOLDER/CARDHOLDER. In the event that there are also insufficient funds for debit of outstanding charges owed to the BANK by the ACCOUNTHOLDER/CARDHOLDER in respect of the CARD TRANSACTIONS, all services available on the CARD will remain

suspended until such a time that the CARDHOLDER clears all related charges and gives a request in writing for reactivation of the same.

- 6) The ACCOUNTHOLDER/CARDHOLDER further undertakes to accept full responsibility for all transactions made by the use of the CARD either by him/her or any other person whether or not made with his/her knowledge or authority and the CARDHOLDER agrees to accept the BANK's record of transaction(s) as binding for all purposes.
- 7) The Bank do not ask for or obtain ACCOUNTHOLDER/CARDHOLDER'S personal/financial information including but not limited to ATM Card IN, CVV/CVC code, passwords, passcodes, T-PIN, One-Time Passwords (OTPs) etc. over SMS, Email, Mail, Phone or any medium whatsoever. In case the ACCOUNTHOLDER/CARDHOLDER shares his/her confidential information with any person in slightly capacity, the Bank shall not be liable to compensate the ACCOUNTHOLDER/CARDHOLDER. The customer hereby exonerates the BANK from any liability arising from any loss or damage that the ACCOUNTHOLDER/CARDHOLDER may face or suffer as a result of the ACCOUNTHOLDER/CARDHOLDER'S failure to secure his/her confidential information.
- 8) The ACCOUNTHOLDER/CARDHOLDER acknowledges that all Mastercard & Visa powered Debit Cards can be used for ATM, POS and e-Commerce transactions nationwide and internationally with an annual limit of USD 30,000 per individual on card based cross-border transactions for personal use only which is starting from 1 November each year. In case the ACCOUNTHOLDER/CARDHOLDER wants to discontinue this facility available on the card, he/she may inform the BANK by calling our 24/7 Call Centre at (+9221) 111-331-331/111-331-332.
- 9) Foreign Currency (FCY) Cards issued against ESFCA Accounts shall only be in USD . The Debit Card may be utilized for POS and e-Commerce transactions locally and

internationally . Cash withdrawal through FCY Debit Card can only be performed internationally.

- 10) Meezan Bank PayPak Debit Card can only be used domestically across the ATMs & POS available in Pakistan. Meezan Bank PayPak Card facility is not available for Foreign Currency Accountholders.
- 11) The CARD(s) is linked with LINKED ACCOUNT so ACCOUNT HOLDERS are required to maintain an account with the BANK in order to use the CARD. On closure of the LINKED ACCOUNT, the ACCOUNT HOLDER shall forthwith return to BANK the CARD(s) after cutting the magnetic stripe & chip of the CARD(s) in half. The CARD shall stand cancelled and deactivated automatically on closure of LINKED ACCOUNT.
- 12) The BANK has the discretion to offer any kind of discounts upon the use of CARD and can also withdraw the discount offers and change the terms & conditions of the offered discounts at any time without any notice ad assigning any reason to the ACCOUNTHOLDER/CARDHOLDER. In case of change/discontinuation of discount by any restaurant and/or offering entity, the BANK shall not be liable for any kind of compensation to ACCOUNTHOLDER/CARDHOLDER and the ACCOUNTHOLDER/CARDHOLDER shall bear and/or pay all charges without any delay.
- 13) Unless cancelled/blocked (permanently deactivated) otherwise, the CARD is valid only up to the expiry date mentioned on the CARD. The ACCOUNTHOLDER/CARDHOLDER shall ensure that upon the expiry of the CARD, it is destroyed, by cutting the magnetic stripe and the CHIP of the CARD in half and returning it to the BANK for replacement of CARD. The fee will be charged for issuance of new/replacement CARD as per BANK's schedule of charges.
- 14) If the ACCOUNTHOLDER/CARDHOLDER uses the CARD for purchase of goods and/or services domestically/internationally through internet sites, mobile applications or portals, the

ACCOUNTHOLDER/CARDHOLDER shall be solely responsible for the security of such use at all times.

The ACCOUNTHOLDER/CARDHOLDER agrees that the entry of the CARD information in the websites or portals shall be sufficient proof of the authenticity of such instructions. Any use of the CARD information by the websites, mobile apps or portals shall be at the risk and cost of the ACCOUNTHOLDER/CARDHOLDER.

- 15) The ACCOUNTHOLDER/CARDHOLDER also undertakes to pay all taxes, ceases, levies and/or duties leviable on ATM transactions by any Government (Federal/Provincial/Local) from time to time.
- 16) The ACCOUNTHOLDER/CARDHOLDER further undertakes to pay all Bank charges in respect of annual subscription, renewal/replacement fee of the CARD and/or service charge etc. which may vary from time to time, in accordance with Bank's Schedule of Charges.
- 17) The ACCOUNTHOLDER/CARDHOLDER hereby irrevocably authorizes the BANK to debit (without any prior notice to the CARDHOLDER), the ACCOUNT(s) of the ACCOUNTHOLDER/CARDHOLDER with the BANK, for the amount of any withdrawal, transfer and/or transaction involving the use of the CARD at the ATM of the BANK or/and MNET/1-Link member ATMs or/and Mastercard/Visa ATMs or/and any POS TERMINAL or/any website and mobile app.
- 18) In the event of loss or theft of the CARD, the CARDHOLDER shall immediately notify such loss or theft to CALL CENTER of the BANK on such number as provided by the BANK for this purpose. The BANK, without accepting any responsibility or liability for the transaction(s), if already made, will make all endeavors to stop the future transaction(s) on the lost or stolen CARD. It is however, clear that the BANK shall, in no case, be liable for any transaction made before the loss, theft etc. is registered with the BANK and the ACCOUNT(s) of the CARDHOLDER will be debited accordingly.

- 19) The BANK shall also not stand responsible in case of any consequences arising from false use due to the loss/theft/disclosure of the account details and/or PIN to any third party including but not limited to internet card usage.
- 20) If the CARDHOLDER loses his/her CARD overseas, he/she may either follow the above procedure or report the loss through Mastercard or Visa Global Service help-lines in the relevant country. In case the CARDHOLDER uses the Mastercard or Visa Global Service abroad then the charges for the same shall be borne by the CARDHOLDER.
- 21) For Joint Account(s) which are operated on the signature(s) of any one or more of the ACCOUNT HOLDERS, all the Joint Account Holders will be, jointly and severally, liable for all transactions processed by the use of the CARD and the Terms and Conditions herein shall be jointly and severally binding on all the ACCOUNT HOLDERS and, as the context requires, termed herein, denoting the singular, shall include the plural and vice versa.
- 22) The BANK shall not be responsible for any and all consequences, if the transactions involving the use of the CARD are not honored or operative for any reason or for non-availability of ATM services, whatsoever, or if there is any malfunctioning and/or failure of the ATM including but not limited to any mechanical fault, communication lines failure or power breakdown etc.
- 23) The CARD issued to the CARDHOLDER shall remain, at all times, the property of the BANK and shall be surrendered to the BANK on demand. The BANK, at its sole discretion, reserves the right, at all times, to terminate the arrangement, cancel or withdraw the CARD or refuse to reissue, renew or replace the CARD without assigning any reason or giving prior notice to the CARDHOLDER.
- 24) The CARDHOLDER's use of the CARD shall, at all times, be subject to all the Terms and Conditions currently in force for the time being, irrespective of the CARDHOLDER's actual

receipt of the BANK's notices or knowledge thereof.

- 25) The BANK shall not be responsible for any act of theft, robbery, loss etc. of any sum whatsoever committed within or outside the BANK premises after the sum is withdrawn from ATM by the CARDHOLDER or any person holding CARD with or without knowledge of the CARDHOLDER.
- 26) The BANK is authorized to block CARD TRANSACTIONS or any other service linked with it at any time, without prior notice to the CARDHOLDER(s) and without providing reasons.
- 27) The CARDHOLDER(s) cannot cancel a transaction after it has been completed. The BANK will normally debit the amount of any CARD TRANSACTION to the account as soon as the BANK receives notifications from the MERCHANT in connection therewith. The BANK will not be liable for any loss resulting from any delay therein. The CARDHOLDER agrees to reimburse the BANK for any amounts that are due from the CARDHOLDER for transactions authorized by him/her even after closing of linkage account.
- 28) If a retailer or supplier makes a refund for a CARD TRANSACTION, the BANK will refund when it receives the retailer or supplier's proper instructions. The BANK will not be responsible for any delays in receiving such instructions and refunds.
- 29) The ACCOUNTHOLDER/CARDHOLDER will be liable for all losses or cost incurred by the BANK as a result of any breach by the CARDHOLDER of the Terms and Conditions contained herein and shall reimburse to the BANK all such costs on the BANK's first demand.
- 30) The BANK is not liable in any way for the quality, quantity, sufficiency and acceptability of the goods and/or services purchased by the use of the CARD or for any extra amount charged by a MERCHANT or any other breach or non-performance of any CARD

TRANSACTION by a MERCHANT.

- 31) While CARDHOLDER will be allowed to withdraw cash from ATMs in foreign countries displaying the Mastercard or Visa logo and also utilize the CARD for payments to MERCHANTS, the BANK may at its discretion disallow this facility if circumstances arise which in its opinion prohibit it from doing so.
- 32) In the event that the CARDHOLDER's account is debited and cash is not disbursed or disbursed short when the CARD is used at another bank's ATM, the CARDHOLDER will submit a claim for the respective transaction/amount with the BANK. The BANK will only reverse the entry for the claimed amount after verifying such claim with the respective bank whose ATM was used.
- 33) It would be mandatory for the CARDHOLDER to sign on the back of his/her CARD.
- 34) It would be mandatory for the CARDHOLDER to sign the MERCHANT receipt presented to him/her for the authorization of POS transaction if the transaction is not CHIP & PIN based. The signature should be the same signature as on the back of his/her CARD.
- 35) The CARDHOLDER'S ACCOUNT will be debited by the BANK on receipt of a FUNDS TRANSFER request made via the ATM.
- 36) The CARDHOLDER shall ensure that the particulars of the FUNDS TRANSFER request are complete and correct so as to enable a successful transfer of funds from his/her ACCOUNT in to the beneficiary's account.
- 37) Any FUNDS TRANSFER request submitted by the CARDHOLDER shall be irrevocable and deemed correct and binding on the CARDHOLDER and payment shall be made to the beneficiary's account based on the account number given by the CARDHOLDER.
- 38) While making FUNDS TRANSFER on ATM, if the funds were not transferred to the destined account as per the transfer request, then the

CARDHOLDER will submit a claim for the respective amount with the BANK. The BANK will only be reverse the entry for the claimed amount after verifying such claim with the BANK's respective records.

- 39) While making a FUNDS TRANSFER on ATM the responsibility for entering the correct account number will be of the customer. BANK shall not be responsible for the entering of incorrect account number on the part of the CARDHOLDER requesting a reversal and admitting to entering the incorrect account number the BANK may at its discretion and as per its policies and procedures, reverse the transfer. However, notwithstanding the above, it is clarified that the BANK shall only make the reversal if it is first able to recover the amount from the beneficiary and the receiving bank.
- 40) Receiving banks may credit received funds to the beneficiary's account at different times and the BANK shall not be responsible as to when the transferred funds will actually be credited to the beneficiary.
- 41) The BANK shall not be responsible in any circumstances if any receiving bank fails for any reason to pay the beneficiary.
- 42) The BANK including any of its branches shall not be responsible or liable for any of the BANK's liability or obligation hereunder of the BANK's failure to meet the CARDHOLDER's withdrawal/debit demands arising from any cause whatsoever whether or not beyond the control of the BANK.
- 43) The BANK reserves the right to vary any of these Terms and Conditions. The amendments in Terms & Conditions will be notified to the customer within 30 days advance notice. Use of the CARD after the date upon which any changes to these Terms and Conditions are to have effect (as specified in the BANK's notice) will constitute acceptance without reservation by the CARDHOLDER of such change provided that the CARDHOLDER shall have been notified thereof before such use. Notification of change by

such means as the BANK may consider appropriate (including but not limited to displaying the change in the branch offices, or publishing it on the BANK's website, displaying it on the ATM screen or enclosing it with the Bank statement(s) will constitute effective notice to the CARDHOLDER for the purposes of this clause.

- 44) Foreign Currency (FCY) Debit Card is powered by Mastercard and Mastercard often offers additional benefits & discounts over the period of time, which have no connection with the benefits offered by the BANK. The BANK bears no responsibility of any and all consequences that may arise from the use, refusal or any discrepancies of any services provided by Mastercard.
- 45) 3D SECURE service provided by the Bank and Acceptance of Terms the BANK provides 3D SECURE service to the CARDHOLDER. The BANK shall provide CARDHOLDERS with 3D SECURE services to enable CARDHOLDER to pay for goods and services over the Internet for all 3D SECURE Service Websites. Any applicable terms and conditions related to E-commerce shall be displayed on the 3D SECURE Services Website, which regulate the processing of virtual transactions and have to be read in conjunction with these Terms and Conditions. It contains important information about the CARDHOLDER's legal rights and obligations, as well as the BANK's legal rights and duties. It is the CARDHOLDER's duty to speak to the BANK if they do not understand any part of the Terms and Conditions and/or any product or service-specific terms and conditions, prior to entering into the 3D SECURE transaction. The CARDHOLDER hereby agrees that use of 3D SECURE service shall represent the CARDHOLDER's explicit acceptance of these Terms, and that any continued use of 3D SECURE service after the CARDHOLDER has been advised of revisions to these Terms shall constitute the CARDHOLDER's agreement and acceptance to such revised Terms, and any applicable posted guidelines or rules. Unless explicitly stated otherwise, any new features that augment enhance or otherwise change 3D

SECURE service shall be subject to these Terms. Upon the BANK's discretion and request, the CARDHOLDER agrees to sign a non-electronic version of these Terms.

#### 37.1 Internet Access

37.1.1 In order to use 3D SECURE service, the CARDHOLDER must have the ability to access the Internet and must pay any service fees associated with such access. In addition, the CARDHOLDER must have the equipment necessary to make such a connection to the Internet, including a computer and modem or other relevant device.

37.1.2 The CARDHOLDER must register a valid mobile phone number and/or e-mail address with the BANK to use 3D SECURE service. The CARDHOLDER shall ensure the latest mobile phone number and/or e-mail address that the BANK has in its files is the CARDHOLDER's most up-to-date number and/or email address before using 3D SECURE service. In case the CARDHOLDER's mobile phone number is not registered with the BANK, the BANK shall not be responsible for failure to provide the 3D SECURE service and/or any loss caused to the CARDHOLDER.

37.1.3 By selecting the channel of One Time Passcode ("OTP") communication, the CARDHOLDER authorizes the BANK to send the OTP at his/her mobile number and/or email address, registered with the BANK.

37.1.4 The CARDHOLDER hereby, acknowledges and agrees that SMS delivery and/or e-mail delivery is beyond the BANK's control. Besides, there may be delays/non-delivery of the SMS delivery and email delivery, for which the Bank shall by no means be liable/responsible in any manner whatsoever.

#### 37.2 Use of 3D SECURE service

37.2.1 To prevent unauthorized use of your Meezan Bank Debit Card online, a new security step will be added when the CARDHOLDER makes an online payment on any 3D SECURE Service Website. All 3D SECURE Service Websites shall have a "3D SECURE", "Verified by Visa" and/or "MasterCard Secure Code" logo appearing on that website.

37.2.2 Every time the CARDHOLDER uses 3D SECURE service on 3D SECURE Service Website, the CARDHOLDER shall be directed to a Meezan Bank 3D SECURE webpage. All CARDHOLDERS are automatically registered for this service.

37.2.3 Every time the CARDHOLDER tries to make an online payment with 3D SECURE service Website, the CARDHOLDER will be prompted to click on a button to request a unique, OTP code. An OTP code will then be sent by SMS and/or email as per the CARDHOLDER's preference. The OTP the BANK sends to the CARDHOLDER shall be unique for each transaction and shall be valid for 10 minutes only.

37.2.4 If the OTP is entered incorrectly by the CARDHOLDER, the MERCHANT may reject the corresponding transaction, for which the BANK shall not be liable in any manner whatsoever.

37.2.5 By using the 3D SECURE service, the CARDHOLDER assents to the use of 3D SECURE service to evidence the CARDHOLDER's identity, including purposes of authorization of transactions authorized in advance to recur at substantially regular intervals.

37.2.6 The CARDHOLDER hereby understands and unconditionally agrees to a lag between CARD activation/contact update



and being able to use 3D SECURE services is not in the control of the BANK, and further agrees to absolutely keep and hold the BANK harmless and indemnified in that regard.

- 37.2.7 To successfully use 3D SECURE services, the CARDHOLDER must provide accurate and up-to-date contact information to the BANK and have access to the CARDHOLDER's mobile phone and/or email account. Please note that any CARDHOLDER that does not provide the BANK with their updated contact details shall not be allowed to use the 3D SECURE service.
- 37.2.8 The contact information used by the BANK will be the contact information provided by the CARDHOLDER in their initial application, as may be updated by the CARDHOLDER from time to time.
- 37.2.9 If the CARDHOLDER provides any contact data that is untrue, inaccurate, not current or incomplete, or if the BANK has reasonable grounds to suspect that the CARDHOLDER's contact data is untrue, inaccurate, not current or incomplete, the BANK shall have the right to suspend, terminate, or refuse the CARDHOLDER's current or future use of the 3D SECURE service.
- 37.2.10 If the CARDHOLDER is unable to provide adequate information to validate their identity, the BANK may not be able to provide the 3D SECURE service to such CARDHOLDER, and therefore the BANK reserves the right to not allow the CARDHOLDER to use the 3D SECURE service. The CARDHOLDER hereby warrants that the information is correct and that the CARDHOLDER has the legal right to use the CARD they transact with using this 3D SECURE service.
- 37.2.11 If there is any inconsistency between BANK's internal records, and information relating to CARD and related account(s)

or the CARDHOLDER's use of the 3D SECURE service, the BANK's internal records shall prevail in the absence of evidence to the contrary.

- 37.2.12 In the event the CARDHOLDER has a question regarding the 3D SECURE transaction, or about using 3D SECURE service, they shall direct that question to Meezan Bank CALL CENTER at (+9221) 111-331-331 or 111-331-332.
- 37.3 Discontinuation/Suspension of 3D SECURE Service
- 37.3.1 The BANK reserves the right to discontinue or suspend 3D SECURE service any time and for any reason, subject to 30-day prior written notice. The BANK shall not be liable to the CARDHOLDER if a duly executed discontinuation causes the CARDHOLDER any loss.
- 37.3.2 The BANK shall discontinue or suspend the 3D SECURE service for the CARDHOLDER forthwith, if any of the data the CARDHOLDER has provided to the BANK is incorrect, not current or incomplete, or the BANK has reasonable ground to suspect it might be. In the event that the BANK is required to discontinue the 3D SECURE service in order to comply with a statutory requirement, or under a regulatory or Government order or directive, and such discontinuation must occur in less than 30 days, the BANK shall provide to the CARDHOLDER advance written notice of such discontinuation in accordance with the statute, order, or directive.
- 37.4 Authorizations for Data Sharing with Third Parties
- Registering for 3D SECURE service involves providing personal information and the BANK shall use this data in accordance with the data sharing

provisions in the Terms and conditions, which have already been provided to the CARDHOLDER accompanying the CARD for both corporate or personal banking customers. By using 3D SECURE service, the CARDHOLDER authorizes the BANK to retain certain information about the CARDHOLDER and corresponding CARD.

### 37.5 CARDHOLDER's Responsibilities

- 37.5.1 The CARDHOLDER undertakes to comply with all applicable laws, statutes, ordinances, and regulations in the CARDHOLDER's use of 3D SECURE service or 3D SECURE Websites. The CARDHOLDER also acknowledges and agrees to the following responsibilities:
- a) To verify that the information entered on all MERCHANT order forms is accurate
  - b) To verify that the information displayed in the 3D SECURE service transaction screen is correct for each purchase
  - c) To be fully responsible for all transactions or other activities that occur or are undertaken using the CARD, 3D SECURE service, and/or any OTP issued
  - d) To safeguard the confidentiality of any OTP for 3D SECURE service, and to not transfer or sell the use and/or access of such OTP to any third party
  - e) To immediately report to the BANK if any OTP or CARD issued to the CARDHOLDER for 3D SECURE service is stolen or compromised, or if any of the CARDHOLDER's verification information is compromised; and
  - f) To defend, indemnify, and hold harmless the BANK and its service providers from all third-party claims.
  - g) To be conversant with the statement of charges, which the 3D SECURE service is governed under along with any applicable charges, as may be amended from time to time.

### 37.6 Things Not to Do

The CARDHOLDER hereby agrees, acknowledges covenants, confirms, and undertakes not to do the following under any circumstances whatsoever:

- a) Upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment used by 3D SECURE service;
- b) Spam or flood any 3D SECURE Service Website;
- c) Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the 3D SECURE service, 3D SECURE Service Website, or the software used in connection with 3D SECURE service;
- d) Remove any copyright, trademark, or other proprietary rights notices contained in 3D SECURE service;
- e) "Frame" or "mirror" any part of the 3D SECURE Service Website whatsoever, or 3D SECURE service without the prior written authorization of the BANK;
- f) Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "Datamine", or in any way reproduce or circumvent the navigational structure or presentation of the 3D SECURE Service Website, or the 3D SECURE service or its contents;
- g) Otherwise interfere with, or disrupt, 3D SECURE service, any 3D SECURE Service Websites, or servers or networks connected to 3D SECURE service violate these Terms and Conditions or any requirements, procedures, policies or regulations of 3D SECURE service or of any networks connected to 3D SECURE service;
- h) Intentionally or unintentionally violate any applicable local, state, national or international statute, regulation, regulatory guideline or judicial or administrative

- interpretation, or any rule or requirement established by the BANK or its service providers in connection with the CARDHOLDER's use of 3D SECURE service;
- i) Resale 3D SECURE service, or any 3D SECURE Service Website or any part thereof; make a derivative of 3D SECURE service or this website or any part thereof; collect or use any information provided by other users without their express written consent, or engage in any form of data mining or data extraction with respect to any data accessible through 3D SECURE service or this website;
  - j) Use 3D SECURE service or 3D SECURE Service Website in a manner that would:
  - i) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy;
  - ii) be fraudulent or involved in the sale of counterfeit or stolen items;
  - iii) violate any law, statute, ordinance, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising);
  - iv) be false, misleading, or inaccurate;
  - v) create liability for the BANK or its service providers, or cause the BANK or its service providers to lose (in whole or in part) the services of its third-party providers;
  - vi) be defamatory, trade libelous, unlawfully threatening, or unlawfully harassing;
  - vii) be obscene, pornographic, or contain child pornography;
  - k) Gain access or attempt to gain access to any information, software or data on the BANK's or its service providers' servers or otherwise within their control which is encrypted, protected by security procedures or devices or (except for the CARDHOLDER's personal information) otherwise not generally made available to the public;
  - l) Use 3D SECURE service or 3D SECURE

Service Website in a manner which will or might interfere with the full use and enjoyment by other users of 3D SECURE service or 3D SECURE Service Website; or

- m) Impersonate any person or entity using 3D SECURE service. The CARDHOLDER acknowledges that various goods or services offered from retailers may be prohibited in the CARDHOLDER's geographic area.

### 37.7 The Bank's Liability

37.7.1 The BANK shall not be liable to the CARDHOLDER or any third party for any modification, suspension or discontinuance of 3D SECURE service.

37.7.2 Under no circumstances shall the BANK be liable for any consequential, incidental, special or indirect losses or other damages, such as any damage to the CARDHOLDER's computer or telephone service resulting from the CARDHOLDER's use of 3D SECURE service.

37.7.3 The BANK shall not accept any responsibility for, and will not be liable for, any damages to, or any viruses which may affect, the CARDHOLDER's computer equipment or other property on account of the CARDHOLDER's access to, use of, or downloading from 3D SECURE Service Website.

37.7.4 If the CARDHOLDER has acted negligently or fraudulently, or in contravention of the clauses of these Terms or the Terms and Conditions, the CARDHOLDER shall be liable for all claims, losses and consequences arising from or in connection with the CARDHOLDER's use of the 3D SECURE service.

### 37.8 CARDHOLDER Disputes with the Retailer

- 37.8.1 The CARDHOLDER's correspondence or business dealings with, or participation in promotions of, online retail or other MERCHANTS on or through 3D SECURE service including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between the CARDHOLDER and such MERCHANT and the BANK shall not be responsible or liable for any loss or damage of any sort incurred as a result of any such dealings in any manner whatsoever.
- 37.8.2 By making 3D SECURE service available to the CARDHOLDER, the BANK is not representing, giving any warranty, or indicating that the BANK recommends or endorses any MERCHANTS, nor does the Bank verify the MERCHANT's identity. The BANK hereby disowns any representation/ warranties in this connection.
- 37.8.3 The CARDHOLDER hereby expressly understands and agrees that any software obtained through the use of 3D SECURE service is downloaded and used at the CARDHOLDER's own discretion and risk and that except as otherwise provided in these Terms as may be revised/updated from time to time, the CARDHOLDER shall be solely responsible for any damage to the CARDHOLDER's computer system or loss of data that results from the download or use of any such software or other materials through 3D SECURE service.
- 37.8.4 Except as otherwise required by any applicable state law, the BANK makes no representations or warranties about 3D SECURE service of any kind, express or implied, including any warranties as to merchantability or fitness for a particular purpose. Applicable law may not allow the exclusion of implied warranties, so the

above exclusions may not apply to you.

46) Amendments in Terms and Conditions

- 38.1 The BANK reserves the right to amend these Terms, from time to time as the case may be. In the event of such amendment, the BANK shall upload the latest version on the BANK's website (i.e. [www.meezanbank.com](http://www.meezanbank.com)), and continued use of 3D SECURE service from there on by the CARDHOLDER shall be constituted as the CARDHOLDER's acceptance to the amended Terms and Conditions.
- 38.2 The BANK shall try to give CARDHOLDER notice of any changes the BANK makes to these Terms as soon as practicable. If the BANK makes a change which is (in the BANK's sole discretion) detrimental to the CARDHOLDER, the BANK shall give the CARDHOLDER at least 30 days' notice. Any notice the BANK provides the CARDHOLDER relating to these Terms may be through any number of channels, which could include uploading the new Terms on the BANK's website (i.e. [www.meezanbank.com](http://www.meezanbank.com)), sending the CARDHOLDER an SMS, or other electronic means of communication, as the BANK shall deem fit.

47) Intellectual Property Rights of 3D SECURE Service Website

- 39.1 3D SECURE service and 3D SECURE Service Website, and the proprietary rights and Intellectual Property rights are owned by the BANK and/or its service providers. Intellectual Property means inventions, know-how, patents, patent rights, and registrations and applications, renewals and extensions therefore, copyrights, copyrightable works/authorship (including, but not limited to, computer code, themes, objects, concepts, artwork, animation, sounds, audio-visual effects, methods of

operation and any related documentation), copyright registrations and applications, renewals and extensions therefore, trademarks, service marks, trade names, trademark registrations and applications, renewals and extensions therefore, rights-in-trade dress, rights of paternity, attribution, integrity and other similarly afforded "moral" rights, trade secrets and other intellectual property and proprietary rights recognized by Pakistan law and applicable foreign and international laws, treaties and conventions.

39.2 3D SECURE service, the BANK's website, and 3D SECURE Service Website are protected by copyright and other laws of the Pakistan and other countries. The BANK and/or its suppliers retain all rights, title, and interest in 3D SECURE service, the BANK's website, and 3D SECURE Service Website and all content, information, websites, software, and other materials related thereto, excluding certain content and technology which may have been created and/or is owned by retailers or third parties.

39.3 The CARDHOLDER agrees not to act in any way whatsoever, so as to infringe, or appear to infringe upon any of the Intellectual Property rights pertaining to 3D SECURE service, and its corresponding website, for any reason whatsoever, or for any purpose whatsoever, without expressing prior written consent of the owner of such specific Intellectual Property right in each instance.

48) Meezan Bank Android Pay Service

40.1 The ACCOUNT HOLDER/CARDHOLDER hereby exonerates the BANK from any liability arising from any malfunction or damage that the ACCOUNTHOLDER/CARDHOLDER may face or suffer as a result of the

CARDHOLDER failure to comply with these Terms and Conditions or as a result of their misuse of the Meezan Bank Android Pay Service, and without the need to give reasons.

40.2 The BANK reserves the right, without taking any liability whatsoever, to reject the CARDHOLDER application for subscription to the Meezan Bank Android Pay Service without any reason or giving any explanation.

40.3 If the BANK approves the CARDHOLDER'S application for the Meezan Bank Android Pay Service, the BANK may provide the ACCOUNT HOLDER/CARDHOLDER with a Passcode for self-subscription via an SMS/email message.

40.4 The BANK shall not bear any responsibility for the ACCOUNT HOLDER/CARDHOLDER failure to follow the instruction and procedures for subscription to the Meezan Bank Android Pay Service. As for confidentiality of the Passcode, it is the responsibility of the ACCOUNTHOLDER/CARDHOLDER alone.

40.4 To subscribe to the Meezan Bank Android Pay Service, the CARDHOLDER must download the official release of "Meezan Bank" official release Application developed for Meezan Bank Android Pay Service from the Play Store only. The Bank shall not be responsible for any loss sustained by the ACCOUNT HOLDER/CARDHOLDER for downloading application from any other mode/medium/source.

40.5 The ACCOUNT HOLDER/CARDHOLDER shall be solely responsible for maintaining the physical security of the Device as well as the confidentiality of the device's lock code, PIN, Passcode, the Bank's application credentials for mobile devices

and other means used to access the Bank's Card credentials, any personal information, and other payment information related to the Device. CARDHOLDER shall also bear full use the CARD and access personal information and payment information available through the Service. The CARDHOLDER must secure the Device and credentials in the same way that they maintain their ornaments, cash, debit cards, credit cards, PINs and other passwords. In addition, the CARDHOLDER must set up and enable the Device lock code feature which requires a fingerprint or PIN code, password or pattern to unlock the Device.

- 40.6 Multiple Cards can be registered for use via the Meezan Bank Android Pay Service, each of which will be linked separately.
- 40.7 The Service can only be used on NFC enabled Android Devices.
- 40.8 CARDHOLDER hereby gives consent for the payments nationwide and internationally at all channels including but not limited to POS (Point of Sale), internet purchase and recurring purchase payments.
- 40.9 In the event of a breach of the confidentiality of the Device or Passcode, the CARDHOLDER alone bears full responsibility for all fees, cost, loss and damage, whatever their type or cause, which may result from such breach. If the CARDHOLDER discloses the Passcode, whether intentionally or unintentionally, the ACCOUNTHOLDER/CARDHOLDER shall compensate the BANK for any unauthorized payments, fees, costs or losses, as well as any transaction made because of such breach. The CARDHOLDER exonerates the BANK from all losses sustained by the ACCOUNTHOLDER/CARDHOLDER

due to confidential breach on part of CARDHOLDER.

- 40.10 The CARDHOLDER acknowledges that they must notify the Bank immediately in the event that the Passcode is compromised or disclosed to another person or entity, or in the event of any fraud, loss or theft of the Device, by contacting the Bank's Contact Center, in addition to informing any other concerned parties, such as the communication service provider, etc. In such cases the CARDHOLDER must request the deactivation of the CARD from the BANK. Following this reporting, the BANK will make the necessary arrangements, without giving any commitment, to block all unauthorized transactions that are made using all the Meezan Bank's Cards on all Devices registered in the Meezan Bank Android Pay Service. It is acknowledged by the CARDHOLDER that they can continue to use the CARDS physically despite Card's linking with Meezan Bank Android Pay Service. Moreover, the CARDHOLDER shall be required to compensate the BANK for any loss, damage, fees or expenses incurred by the BANK as a result of such blocking.
- 40.11 When adding a CARD to the Meezan Bank Android Pay Service, the BANK will collect certain information from the ACCOUNT HOLDER/CARDHOLDER for the purpose of verifying their identity, in order to enable them to use the CARD and to make transactions through the Meezan Bank Android Pay Service.
- 40.12 The CARDHOLDER agrees that the BANK may periodically collect and use technical data and related information, including, but not limited to, technical information about the CARDHOLDER'S Device to facilitate the updates to the Bank's services. The CARDHOLDER also agrees that the BANK may use this

information to improve its products or to provide services or technologies to the CARDHOLDER as long as this is done in a manner that does not personally identify the Customer.

- 40.13 The ACCOUNT HOLDER/CARDHOLDER may receive push notifications from the Meezan Bank Android Pay application, reflecting the promotions and Card account activity. These notifications require the availability of an active wireless connection. The said notifications may be displayed on a locked or inactive device screen within the notification tray at the top of the home screen, and they can be displayed even when the device is locked. It should be noted that the Card account activity displayed through these notifications doesn't include the CARDHOLDER'S name or account information. If the CARDHOLDER does not wish to receive push notifications, they may disable them through the Device settings or application settings.
- 40.14 The CARDHOLDER acknowledges that if they add a CARD to a Device and they have other devices that share the same account number (referred to as "Other Devices"), the BANK may collect and use the information related to the CARD, allow the addition of this CARD to Other Devices, and display the last 4 numbers of the Card number and possibly other information on those Other Devices.
- 40.15 The CARD will not be added to any Other Devices unless the ACCOUNTHOLDER/CARDHOLDER confirms with the BANK addition of CARD on the Other Device.
- 40.16 In the event that the CARDHOLDER deletes one of the CARDS registered in the Meezan Bank Android Pay Service on any Device, the Bank will continue to allow the use of this CARD on the Other Devices on which the CARDHOLDER added the CARD, If the CARDHOLDER does not wish to use the CARD on Other Devices, they must delete the CARD manually from these Other Devices.
- 40.17 The Meezan Bank Android Pay Service is not available on rooted devices. The CARDHOLDER must use the original Android OS to be able to use the Service.
- 40.18 The CARDHOLDER declares that all the transactions carried out through the Meezan Bank Android Pay Service have been made/authorized by the CARDHOLDER, and they have the legal force of official documents, and can be used as conclusive evidence against the CARDHOLDER. The CARDHOLDER also declares that the BANK shall not bear any responsibility resulting from any of the transactions carried out through the Meezan Bank Android Pay Service, whatever their type or source, as long as they have been processed according to their own terms.
- 40.19 The BANK shall not be responsible for any damage that the CARDHOLDER may suffer as a result of communication networks or poor transmission and/or reception. In addition, the BANK shall not be responsible for any deliberate malfunction resulting from hacking the CARDHOLDER'S Device.
- 40.20 The BANK has the right to suspend this Meezan Bank Android Pay Service and/or temporarily block or cancel it if the CARDHOLDER breaches their contractual obligations with the BANK.
- 40.21 The BANK has the right, at any time and without prior notice, to amend, add, change and/or cancel any of the services provided within the Meezan Bank Android Pay Service, or to do the same in respect of the software used in the Meezan Bank Android Pay Service after informing the CARDHOLDER.

- 40.22 The CARDHOLDER shall not exceed the maximum limits specified for purchases/payments transactions, and within the actual balance available in the accounts in accordance with the Bank's instructions in this regard. Otherwise, the purchase/payment transactions shall be considered cancelled, and the Bank shall not bear any responsibility resulting from not executing the transaction.
- 40.23 The CARDHOLDER understands that the subscription to the Meezan Bank Android Pay Service automatically provides the Customer with all the services included in it. In the event that the Customer wishes not to use and/or cancel any service or cancel the Meezan Bank Android Pay Service itself, they are required to delete the Meezan Bank Android Pay Service application.
- 40.24 The CARDHOLDER acknowledges that receiving a text message (SMS) for the transactions made on their account, relieves the BANK from any obligation to send written notices. Moreover, sending a text message from the BANK is considered a final binding notification and the Customer thus waives any right to object to the non-delivery of the message because the mobile phone was switched off, disconnected and/or out of service and/or because the CARDHOLDER did not read it.
- 40.25 The BANK is not obliged to issue any notifications of the executed transactions, and the Customer cannot cancel an order executed through the Meezan Bank Android Pay Service. These transactions are considered to have been made with the consent of the CARDHOLDER.
- 40.26 If the CARDHOLDER receives a text message from the BANK in error, the CARDHOLDER acknowledges that the Bank shall not be liable for any damage or incur any liability as a result of that.
- 40.27 The BANK shall not bear any responsibility in the event of irregular or interrupted Meezan Bank Android Pay Service or inaccuracy in the information extracted through it.
- 40.28 The BANK has the authority to stop any service(s) provided to the CARDHOLDER in cases where the BANK suspects the authenticity of the orders or transactions that the CARDHOLDER carries out using the CARD, mobile phones, the Internet, or any other means of transacting, or where the BANK suspects any data breach, without any responsibility on it, provided that the CARDHOLDER is notified of this. Though the BANK uses all the possible security means to protect the CARDHOLDER from the risks of open communication networks, the BANK shall not be responsible for any damage that the CARDHOLDER may suffer as a result of the risks arising from the use of these networks and the CARDHOLDER alone shall bear all risks resulting from the use of the service they requested.
- 40.29 The CARDHOLDER acknowledges the accuracy of the Bank's records, agrees to consider them as conclusive and binding evidence in this respect, and finally and irrevocably waives their right to request taking an assertory oath by the Chairman of the Board, members of the Board of Directors, the Director General and/or any of the Bank's employees in any legal action, whether civil or criminal, to which the BANK is a party and for whatever reason.
- 40.30 The CARDHOLDER declares that all types of electronic transactions related to all banking transactions are correct and admissible as evidence against the Customer and that they may not be objected to in any way. The CARDHOLDER hereby irrevocably



waives their right to challenge these electronic transactions in the future or challenge their accuracy. The CARDHOLDER also understands that electronic transactions include but are not limited to data, texts, images, shapes, symbols, sounds, databases, computer software, electronic data exchange process, information messages, electronic records, electronic contracts, electronic signatures, information processing systems, faxes and e-mail. The CARDHOLDER agrees that the mere dispatch of an information message to the CARDHOLDER is considered decisive evidence of the CARDHOLDER'S receipt of the same and such message shall have full legal effect against the CARDHOLDER.

- 49) Should the CARDHOLDER choose to dispute a transaction indicated in his Statement, the same should be communicated so as to reach the BANK within 30 (thirty) days from the date of transaction by reporting to call center, failing which it would be construed that the transaction and the bank statement containing such a transaction are entirely in order and accepted by the CARDHOLDER. On receipt by the BANK of any such communication from a CARDHOLDER, the BANK may, at its sole discretion, reverse the transaction and/or charges on a temporary basis and also seek documents in order to proceed with the investigation. If on completion of subsequent investigation, the liability of such disputed transaction and applicable charges is to the ACCOUNT HOLDER'S account, the amount and charge will be reinstated and hence subsequently be deducted from customer's account. The CARDHOLDER shall indemnify Bank from and against any/or all losses, costs, damages and claims arising out of and in relation to Customer's use of Meezan Bank Android Pay Service, which may inter alia cause any offence/violation /breach of Electronic Funds Transfer Act, 2007, Anti-Money laundering and Combating against Financing of Terrorism (AML/CFT) Prevention of Electronic Crimes Act, 2010, Cyber Laws and all applicable laws, guidelines including SBP's

laws, rules and regulations.

- 50) If anyone or part of the terms of these Terms and Conditions proves to be legally invalid or unenforceable in any way, this will not affect the validity of the remaining terms and the BANK shall be entitled to change the said term.
- 51) If any of the term of these Terms and Conditions is unenforceable against one of the ACCOUNT HOLDER/CARDHOLDER accepting these Terms and Conditions, it will not in any way affect the enforceability of that term, against the other CARDHOLDERS.