

Terms and Conditions for Meezan Bank Infinite Debit Card.

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

“ACCOUNT”: Means all checking Current and/or Savings account which a CARDHOLDER opens and maintains with the BANK and through which CARD TRANSACTIONS are carried out. “ACCOUNTS” shall mean more than one current and/or savings accounts.

“Customer”: Means a person(s) who maintain(s) and/or operate one or more ACCOUNT(S) 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.

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

“CARDHOLDER”: Means Customer maintaining and/or operating an ACCOUNT with the BANK and to whom an INFINITE CARD is issued.

“CARD TRANSACTION”: Means a cash withdrawal or payment made by a CARDHOLDER using the CARD by any mode 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 specific request to act as an accompanying account for cash transactions 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 BANK's same branch.

“FUNDS TRANSFER”: Means electronic funds transfer from the account of the remitter to the account of the beneficiary. The remitter and/or beneficiary account may be maintained either with the BANK or any other link member banks.

“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 INFINITE CARD as means of payment.

“CALL CENTER”: Means the unit of the BANK that is accessible 24/7 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 numeric confidential Personal Identification Number chosen by the CARDHOLDER as per CARDHOLDER's choice from time to time.

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

“3D SECURE”: A service which provides the CARDHOLDER with additional security when shopping online using their INFINITE 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 CARDHOLDERs using their Meezan Bank Debit Card for online transactions on MERCHANT websites. All capitalized terms used herein but not defined shall have the same meaning as prescribed under the Meezan Bank Debit Card Terms and Conditions.

“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 upon CARDHOLDER’s specific request.

“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 Customer(s) may use the INFINITE CARD on ATMs and POS TERMINALS (both locally and internationally) displaying MasterCard or Visa or PayPak logo.

1. The following Customers shall be eligible for applying and using the INFINITE CARD:
 - a. Individuals having Personal Current and/or Savings ACCOUNT.
 - b. Joint (i.e. either/or survivor only) Personal Current and/or Savings ACCOUNT.
 - c. For Joint Accounts which are operated on the signature of any one of the Customers, the BANK may, at its discretion issue more than one INFINITE CARD against the Joint Account for one or more of the Joint Account Holders on their written request (as applicable).
 - d. The Joint Account Holders will jointly and severally be liable for all transactions processed by the use of any INFINITE CARD issued and each Joint Account holder to whom an INFINITE CARD is issued shall be deemed to be duly authorized by the other Joint Account Holder(s) to have such INFINITE CARD issued in his/her favour. 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 singular shall include the plural and vice-versa.

2. The INFINITE CARD represents a SHARIAH-compliant facility 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 INFINITE CARD Service or/and Business relationship with the Customer if non-compliance is encountered.

3. The INFINITE CARD is not transferable, however, if the INFINITE CARD is used by anybody else, despite the prohibition, then the Customer will be exclusively responsible for all risks and consequences occurring thereof and the Customer shall indemnify the Bank against all such risks, losses and/or consequences arising out of the misuse of INFINITE CARD at ATM, internet, POS terminals or any other manner whatsoever.
4. The PIN for INFINITE CARD 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 and/or payment transactions. The CARDHOLDER undertakes not to pass on the INFINITE CARD or disclose the PIN to any other person and shall take every precaution to protect and 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 transactions, the transaction shall be denied to the CARDHOLDER. In the event that there are insufficient funds for debit of outstanding charges owed to the BANK by the CARDHOLDER, all services available on the INFINITE 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 CARDHOLDER further undertakes to accept full responsibility for all transactions made by the use of the INFINITE 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. For security reasons, international/ overseas transactions may be disabled on INFINITE CARDS by default. The Customer may opt to enable such transactions through Bank's 24/7 Call Center at 0800-00625 or +92 (21) 111-331-331/2. It is the CARDHOLDER's responsibility to ensure that their INFINITE CARD is activated and travel plan is updated with the BANK for international/overseas use of INFINITE CARD. The BANK shall not be responsible for any inconvenience, loss or consequences that may arise due to non-activation of INFINITE CARD for such purpose.
8. Bank do not ask for or obtain Customer's personal/financial information including but not limited to ATM Card PIN, CVV/CVC code, passwords, passcodes, T-PIN, etc. over SMS, Email, Mail, Phone or any medium whatsoever. In case the Customer shares his/her confidential information with any person in any capacity and sustains any loss, the Bank shall not be liable to compensate the Customer. The Customer hereby exonerates the Bank from any liability arising from any loss or damage that the Customer may face or suffer as a result of the Customer's failure to secure his/her confidential information.
9. The Customer(s) acknowledge that all INFINITE CARDS can be used for ATM, POS and internet transactions nationwide and internationally (subject to activation for international transactions under clause 7 above). In case the Customer wants to discontinue this facility he/ she may inform the Bank by calling our 24/7 Call Centre at 0800-00625 or +92 (21) 111-331-331/2.

10. The INFINITE CARD(s) are linked with Customer's LINKED ACCOUNT so Customer(s) is/are required to maintain an ACCOUNT with the Bank in order to use the INFINITE CARD. On closure of the ACCOUNT, the Customer shall forthwith return to Bank the INFINITE CARD(s) after cutting the magnetic stripe & chip of the INFINITE CARD(s) in half. The INFINITE CARD shall stand cancelled and deactivated automatically on closure of ACCOUNT.
11. The Bank has the discretion to offer any kind of discounts upon the use of INFINITE CARD and can also withdraw the discounts and change the terms and conditions of discounts at any time without any notice and assigning any reason to the Customer. 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 Customer and the Customer shall bear and/or pay all charges without any delay at his/her/their end.
12. Unless cancelled otherwise, the INFINITE CARD is valid only up to the Expiry Date mentioned on the INFINITE CARD. The Customer shall ensure that upon the expiry of the INFINITE CARD, it is destroyed, by cutting the magnetic stripe and chip of the INFINITE CARD in half and returning it to the Bank for replacement of INFINITE CARD. The prevailing fee will be charged for issuance of new INFINITE CARD as per Bank's schedule of charges and/or policy.
13. If the Customer uses the INFINITE CARD for purchase of goods and/or services through internet sites, mobile applications or portals, the Customer shall be solely responsible for the security of such use at all times. The Customer agrees that the entry of the INFINITE CARD information in the internet sites or portals shall be sufficient proof of the authenticity of such instructions. Any use of INFINITE CARD information by the internet sites, mobile applications or portals shall be at the risk and cost of the Customer.
14. The CARDHOLDER also undertakes to pay all taxes, cesses, levies and/or duties levied by any Government (Federal/Provincial/Local) from time to time on transactions conducted through INFINITE CARD.
15. The CARDHOLDER further undertakes to pay all Bank charges in respect of annual subscription, renewal/replacement fee of the INFINITE CARD and/or service charge etc. which may vary from time to time, in accordance with Bank's Schedule of Charges and/or policy.
16. The CARDHOLDER hereby irrevocably authorizes the BANK to debit (without any prior notice to the CARDHOLDER), the ACCOUNT(s) of the CARDHOLDER with the BANK, for the amount of any withdrawal, transfer and/or transaction involving the use of the INFINITE CARD at the internet, mobile application, ATM of the BANK or/and MNET/1-Link member ATMs or/and MasterCard/Visa ATMs or/and any POS TERMINAL.

17. In the event of loss or theft of the INFINITE 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, clarified 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.
18. The BANK shall not stand responsible in case of any consequences arising from misuse 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.
19. If the CARDHOLDER loses his/her INFINITE CARD overseas, he/she may either follow the above procedure or report the loss through Visa Global Service help-lines in the relevant country. In case the CARDHOLDER uses the Visa Global Service abroad then the charges for the same shall be borne by the CARDHOLDER.
20. For Joint ACCOUNT(s) which are operated on the signature(s) of any one or more of the Customers, all the Joint Account Holders will be, jointly and severally, liable for all transactions processed by the use of the INFINITE CARD and the Terms and Conditions herein shall be jointly and severally binding on all the Customers and, as the context requires, termed herein, denoting the singular, shall include the plural and vice versa.
21. The BANK shall not be responsible for any and all consequences, if the transactions involving the use of the INFINITE CARD are not honoured 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.
22. The INFINITE 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 and/or withdraw the INFINITE CARD and/or refuse to reissue, renew or replace the INFINITE CARD without assigning any reason and/or giving prior notice to the CARDHOLDER.
23. The CARDHOLDER's use of the INFINITE 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.
24. 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 INFINITE CARD with or without knowledge of the CARDHOLDER.

25. 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.
26. 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.
27. 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.
28. The 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.
29. 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 INFINITE CARD or for any extra amount charged by a MERCHANT or any other breach or non-performance of any CARD TRANSACTION by a MERCHANT.
30. While CARDHOLDER will be allowed to withdraw cash from ATMs in foreign countries displaying the MasterCard or Visa logo and also utilize the INFINITE 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.
31. In the event that the CARDHOLDER's ACCOUNT is debited and cash is not disbursed or disbursed short when the INFINITE 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.
32. It is mandatory for the CARDHOLDER to sign on the back of his/her INFINITE CARD.
33. It would be mandatory for the CARDHOLDER to sign the MERCHANT receipt presented to him/her for the authorization of POS transaction. The signature should be the same signature as on the back of his/her INFINITE CARD.
34. The CARDHOLDER's ACCOUNT will be debited by the BANK on receipt of a FUNDS TRANSFER request made via the ATM.

35. 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 into the beneficiary's account.
36. 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.
37. While making a FUNDS TRANSFER on ATM, if the funds were not transferred to the beneficiary account as per the transfer request, then the CARDHOLDER will submit a claim for the respective amount with the BANK. The BANK will only reverse the entry for the claimed amount after verifying such claim with the BANK's respective records.
38. 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, but in the event 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.
39. 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.
40. The BANK shall not be responsible in any circumstances if any receiving Bank fails, for any reason, to pay the beneficiary.
41. 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.

42. The BANK reserves the right to vary any of these Terms and Conditions. The amendments in Terms & Conditions will be notified to the customer with 30 days advance notice. Use of the INFINITE 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.
43. The INFINITE CARD features additional benefits accorded by Visa, which have no affiliation with the Bank.
44. The Bank bears no responsibility of any services or offers offered through Visa. In case of refusal or any discrepancies, the Bank will not be liable.
45. All features, privileges, and benefits accorded by Visa are subject to change. The CARDHOLDER should ensure the validity of the offer before trying to avail the promotion. The Customer should refer to the "Visa Explore" app for up to date offers.
46. The Bank takes no responsibility of any and all consequences that may arise from the use of any services provided by Visa.

3D SECURE

47. The BANK provides 3D SECURE service to the CARDHOLDER, but the BANK may use third-party service providers to operate the service or part of it on its behalf. 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 Ecommerce 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.

48. 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.
49. 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 email 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.
50. By selecting the channel of One Time Passcode ("OTP") communication, the CARDHOLDER authorizes the BANK to send the six (06) digit OTP at his/her mobile number and/or email address, registered with the BANK.
51. 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 IVR delivery and email delivery, for which the Bank shall by no means be liable/responsible in any manner whatsoever.
52. To prevent unauthorized use of INFINITE CARD online, a new security step is 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" logo appearing on that website.
53. 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.
54. 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, six (06) digit 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.
55. 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.
56. 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.

57. The CARDHOLDER hereby understands and unconditionally agrees to a lag between INFINITE 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.
58. 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.
59. 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.
60. 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.
61. 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 INFINITE CARD they transact with using this 3D SECURE service.
62. If there is any inconsistency between BANK's internal records, and information relating to INFINITE 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.
63. 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 0800-00625 +92 (21) 111-331331/2.
64. 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.
65. 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.

66. 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 INFINITE 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 INFINITE CARD.

67. 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.

68. 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 INFINITE 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.

69. 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:
- (k) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy;
- (l) be fraudulent or involved in the sale of counterfeit or stolen items;
- (m) violate any law, statute, ordinance, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising);
- (n) be false, misleading, or inaccurate;
- (o) 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;
- (p) be defamatory, trade libellous, unlawfully threatening, or unlawfully harassing; or
- (q) be obscene, pornographic, or contain child pornography;
- (r) 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;
- (s) 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.
- (t) 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.

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

71. 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.
72. 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.
73. 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.
74. 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.
75. 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.
76. 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.
77. 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.
78. The Customer hereby indemnifies the Bank for any loss that the Bank may incur in relation to the usage/transfer/withdrawal of funds, in excess of the balance and/or credit limit available to him/her. The Customer shall within seven (7) working days deposit the excess amount that has been utilized/withdrawn from the Account.

79. The Customer 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 Mobile Banking Services, which may inter alia cause any offence/violation /breach of Electronic Funds Transfer Act, 2007, Anti-Money laundering and Combating the Financing of Terrorism (AML/CFT), 2010, Prevention of Electronic Crimes cat, 2010, Cyber Laws and all applicable laws, guidelines including SBP's laws, rules and regulations.
80. The Customer with his/her free will further authorizes the Bank to debit ACCOUNT of the Customer maintained with the Bank for international transactions in respect of conversion rates of foreign currency executed by Customer through any mode of payment including but not limited to ATM transaction and the Customer on immediate basis shall deposit the amount in his/her account as per Bank's demand.
81. The Customer agrees and undertakes that any transaction authorized by Customer shall not be from or for benefit of the entities, individuals or organization banned/ restricted by any national or international authorities/agency. The Customer and Bank both will ensure the strict compliance of SBP's rules, regulations and/or circulars for opening, operating and maintaining of Account including but not limited to Anti Money Laundering and FATF.
82. The Customer declares that all sums deposited, held and/or transferred in his/her Account along with all transactions in Bank account shall not be in contravention of applicable laws, including but not limited to Benami Transaction (Prohibition) Act, 2017.
83. The Customer shall abide by the terms and conditions of other products and Services subscribed by him/her in addition to these Terms and Conditions.
84. The Customer acknowledges that SMS facility along with internet banking is dependent on the telecommunications infrastructure, connectivity and services within Pakistan. The Customer accepts that timelines of Alerts sent by the Bank will depend on factors affecting the telecommunications industry. Neither the Bank nor its Service Providers shall be liable for non-delivery or late delivery of alerts, error, loss, distortion in transmission of and wrongful transmission of alerts to the Customer.
85. The Customer's requests, received through Interactive Voice Response (the "IVR") by manually entering Debit Card number and Telephone Personal Identification Number (the "T-PIN") or oral instruction received at Call Center, after providing positive verifications about Customer's account, shall be deemed to be proper. Accordingly, the Bank shall be entitled to rely on any such requests. The Customer shall not reveal Personal Identification Number (the "PIN") and T-PIN to any person including Call Center representative and/or Bank staff.
86. Bank have a right to offer any kind of discounts upon Card and also can change the terms and conditions of discounts at any time without assigning any reason to Customer, in case of change

in discount by any restaurant and/or offering entity, Bank shall not be liable for any kind of compensation to Customer and Customer shall bear and/or pay all charges without any delay.

87. All transactions by use of INFINITE CARD will be governed by the T&Cs for Accounts and Services, Policies of Bank and all prevailing laws, SBP's regulations, rules, directions, circulars decrees, by-laws applicable to Bank. and all amendments that may be made from time to time, provided that such laws do not contradict the Islamic Shariah. In case of any contradiction, the rules of Islamic Shariah as per the directives of the Shariah Advisor/Shariah Supervisory Board of the Bank will prevail.
88. 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), 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.
89. 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), sending the CARDHOLDER an SMS, or other electronic means of communication, as the BANK shall deem fit.
90. 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.
91. 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.

92. The CARDHOLDER agrees not to act in anyway 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.
93. **Meezan Bank Android Pay Service.**
94. The Customer hereby exonerates the Bank from any liability arising from any malfunction or damage that the Customer may face or suffer as a result of the Customer's 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.
95. The Bank reserves the right, without taking any liability whatsoever, to reject the Customer's application for subscription to the Meezan Bank Android Pay Service without any reason or giving any explanation.
96. If the Bank approves the Customer's application for the Meezan Bank Android Pay Service, the Bank may provide the Customer with a Passcode for self-subscription via an SMS/email message.
97. The Bank shall not bear any responsibility for the Customer's 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 Customer alone.
98. To subscribe to the Meezan Bank Android Pay Service, the Customer must download the official release of "Meezan Bank" 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 Customer for downloading application for any other mode/medium.
99. The Customer 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. Customer shall also bear full use the Cards and access personal information and payment information available through the Service. The Customer 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 Customer must set up and enable the Device lock code feature which requires a fingerprint or PIN code, password or pattern to unlock the Device.
100. Multiple Cards can be registered for use via the Meezan Bank Android Pay Service, each of which will be linked separately.
101. The Service can only be used on NFC enabled Android Devices.

102. Customer 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.
103. In the event of a breach of the confidentiality of the Device or Passcode, the Customer alone bears full responsibility for all fees, cost, loss and damage, whatever their type or cause, which may result from such breach. If the Customer discloses the Passcode, whether intentionally or unintentionally, the Customer shall compensate the Bank for any unauthorized payments, fees, costs or losses, as well as any transaction made because of such breach. The Customer exonerates the Bank from all losses sustained by the Customer due to confidential breach on part of Customer.
104. The Customer 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 Customer 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 Customer that they can continue to use the Cards physically despite Card's linking with Meezan Bank Android Pay Service. Moreover, the Customer shall be required to compensate the Bank for any loss, damage, fees or expenses incurred by the Bank as a result of such blocking.
105. When adding a Card to the Meezan Bank Android Pay Service, the Bank will collect certain information from the Customer 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.
106. The Customer agrees that the Bank may periodically collect and use technical data and related information, including, but not limited to, technical information about the Customer's Device to facilitate the updates to the Bank's services. The Customer also agrees that the Bank may use this information to improve its products or to provide services or technologies to the Customer as long as this is done in a manner that does not personally identify the Customer.
107. The Customer 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 does not include the Customer's name or account information. If the Customer does not wish to receive push notifications, they may disable them through the Device settings or application settings.

108. The Customer 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.
109. The Card will not be added to any Other Devices unless the Customer confirms with the Bank addition of Card on the Other Device.
110. In the event that the Customer 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 Customer added the Card, If the Customer does not wish to use the Card on Other Devices, they must delete the Card manually from these Other Devices.
111. The Meezan Bank Android Pay Service is not available on rooted devices. The Customer must use the original Android OS to be able to use the Service.
112. The Customer declares that all the transactions carried out through the Meezan Bank Android Pay Service have been made/authorized by the Customer, and they have the legal force of official documents, and can be used as conclusive evidence against the Customer. The Customer 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.
113. The Bank shall not be responsible for any damage that the Customer 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 Customer's Device.
114. The Bank has the right to suspend this Meezan Bank Android Pay Service and/or temporarily block or cancel it if the Customer breaches their contractual obligations with the Bank.
115. 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 Customer.
116. The Customer 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.
117. The Customer 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.

118. The Customer 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 Customer did not read it.
119. 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 Customer.
120. If the Customer receives a text message from the Bank in error, the Customer acknowledges that the Bank shall not be liable for any damage or incur any liability as a result of that.
121. 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.
122. The Bank has the authority to stop any service(s) provided to the Customer in cases where the Bank suspects the authenticity of the orders or transactions that the Customer carries out using the Cards, 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 Customer is notified of this. Though the Bank uses all the possible security means to protect the Customer from the risks of open communication networks, the Bank shall not be responsible for any damage that the Customer may suffer as a result of the risks arising from the use of these networks and the Customer alone shall bear all risks resulting from the use of the service they requested.
123. The Customer 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.
124. The Customer 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 Customer hereby irrevocably waives their right to challenge these electronic transactions in the future or challenge their accuracy. The Customer 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 Customer agrees that the mere dispatch of an information message to the Customer is considered decisive evidence of the Customer's receipt of the same and such message shall have full legal effect against the Customer.

125. Should the Customer 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 centre, 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 Customer. On receipt by the Bank of any such communication from a Customer, 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 Customer's account, the amount and charge will be reinstated and hence subsequently be deducted from customer's account. The Customer 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.
126. 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.
127. If any of the term of these Terms and Conditions is unenforceable against one of the Customers accepting these Terms and Conditions, it will not in any way affect the enforceability of that term, against the other customers.