

MEEZAN WHATSAPP BANKING TERMS AND CONDITIONS

Definitions

The capitalized terms used herein shall have following meaning unless the context requires otherwise:

“Account” means any account held by Meezan Bank in the name of the Customer.

“Controller” means a natural or legal person or the Government, who either alone or jointly has the authority on personal data of Customer to make a decision on the processing, collection, obtaining, usage or disclosure.

“Customer” means any person holding an Account with Meezan Bank and interacting with Meezan Bank on its WhatsApp Platform using the Registered Number of Meezan Bank.

“Device” means a mobile phone, tablet, laptop, computer or any other similar device that enables the Customer to access the Platform to avail the WhatsApp Banking Services.

“Meezan Bank” means Meezan Bank Limited and its successors and permitted assignees.

“Platform” means the Meezan Bank’s banking platform used to access or provide the WhatsApp Banking Services which could or couldn’t be WhatsApp.

“Privacy Policy” shall have the meaning as ascribed on Meezan Bank’s official website (www.meezanbank.com);

“Registered Mobile Number” is the mobile number which has been registered with Meezan Bank by the Customer.

“Registered Number of Meezan Bank” means 021-111-331-331 or any other official number registered with WhatsApp and displayed on Meezan Bank’s website (www.meezanbank.com) which is the authorized phone number of Meezan Bank for the purposes of accessing or providing WhatsApp Banking Services;

“Terms & Conditions” means these terms and conditions (as amended from time to time) governing the WhatsApp Banking Services.

“Third Party” in relation to personal data, means any person other than a Customer, a relevant person in relation to a Customer, a data controller, a data processor or a person authorized in writing by the data Controller/Customer to process the personal data under the direct control of the data Controller;

“WhatsApp” means the messaging services platform (mobile application and web application) officially provided by WhatsApp Inc.;

“WhatsApp Banking Service(s)” shall mean the communication of limited information relating to Account or Meezan Bank’s products and services with the Customer, through Platform by Meezan Bank itself or through any of its service providers.

1) Terms & Conditions

1.1 These Terms & Conditions are applicable to the Customers that avail the WhatsApp Banking Services provided by Meezan Bank Limited on the WhatsApp Platform and who are eligible for certain select banking services. These banking services shall be offered at discretion of the Meezan Bank and/or based on eligibility criteria of the customer. These Terms & Conditions shall be in addition to any other terms and conditions as stipulated by Meezan Bank from time to time on its website (www.meezanbank.com) whether pertaining to the account or in relation to other products, services, facilities or offers provided by Meezan Bank.

1.2 For availing WhatsApp Banking Service, the Customer agrees to be bound by these Terms & Conditions governing use of Meezan Bank’s WhatsApp Banking Services. This is necessary for the Customer to use the genuine WhatsApp messenger Platform to avoid any inconvenience in utilizing WhatsApp Banking Services.

1.3 Exchange of communication on WhatsApp Platform shall be subject to Customer's data network connection, updated WhatsApp messenger Platform and Device compatibility for the WhatsApp Banking Services. Therefore, the Customer hereby agrees that he/she shall be solely responsible, without any binding on Meezan Bank, for installing and upgrading any software including WhatsApp messenger Platform, hardware and the operating system at Customer's own cost, from time to time, so as to be compatible to avail the WhatsApp Banking Services offered by the Meezan Bank.

1.4 These Terms & Conditions comprise the agreement between the Meezan Bank and the Customer for availing WhatsApp Banking Services. These Terms & Conditions must be read in conjunction with the terms and conditions for Meezan Bank accounts as applicable from time to time and shall be construed in addition to but not in substitution of any other terms which the Customer has agreed with Meezan Bank for other products and services. The Customer agrees and accept that all WhatsApp Banking Services/communication to be taken place through WhatsApp messenger platform between Meezan Bank and the Customer shall be subject to these Terms & Conditions and Meezan Bank may discontinue providing WhatsApp Banking Service to Customer, or add limits to WhatsApp Banking Service, without notice.

1.5 Customer agrees that WhatsApp is owned by a third-party unaffiliated with Meezan Bank and Customer shall independently accept the privacy policy of WhatsApp or group companies of WhatsApp solely at his/her own risk.

1.6 In case of any inconsistency between these Terms & Conditions and any terms pertaining to a specific account, service/product/offer, these Terms & Conditions shall prevail to the extent of WhatsApp Banking Services.

2) Meezan Bank WhatsApp Banking Service

2.1 WhatsApp Banking Service consists of digital services distributed over the internet to individual Customers for private use. The WhatsApp Banking Service are accessible on Device(s) through WhatsApp after Customer has installed it. WhatsApp Banking Services shall be used for general query management and Customer support for Customers to approach Meezan Bank in the most convenient possible way.

2.2 The Customer agrees, accepts and acknowledges that Meezan Bank reserves the right to provide only such information and services covered under WhatsApp Banking Service as Meezan Bank may, at its discretion permit from time to time. The Customer further agrees, confirms and acknowledges that Meezan Bank may at any time, without notice to the Customer, modify, discontinue or make additions/deletions in the information and services offered to the Customer under WhatsApp Banking Service.

2.3 The Customer agrees that he/she shall not hold Meezan Bank responsible for not responding to the queries/ information or not providing a satisfactory response or not processing any request of the Customer. In case Meezan Bank does not receive an instruction to this effect in its Platform or the message sent by the Customer is not in the format as required by Meezan Bank or does not fall under the WhatsApp Banking Services being offered by Meezan Bank at the time or Meezan Bank does not receive such a message for technical reasons or otherwise or for any reason whatsoever.

3) Personal Information

3.1 The Customer hereby authorizes Meezan Bank to use any information shared by him/her for provision of WhatsApp Banking Services. Customer acknowledges and agrees that for the provision of WhatsApp Banking Services, Meezan Bank shall process and share Customer's information for the purpose directly related to WhatsApp Banking Services requested by the Customer.

3.2 When Customer uses WhatsApp Banking Services, provisions pertaining to use and sharing of Customer's information in the terms and conditions governing Meezan Bank accounts shall also be applicable to these Terms & Conditions.

3.3 The Customer is responsible for providing and maintaining accurate and updated personal information and for safeguarding Account information. The Customer authorizes Meezan Bank to verify and authenticate Customer's personal information, at any time.

3.4 Meezan Bank shall not be liable for any loss or damage arising from Customer's disclosure of personal or Account related information to anyone.

3.5 WhatsApp Banking Services may allow to communicate, submit, post or display content, such as information, data, text, sound, photographs, graphics, videos, advertisements, messages or other materials (“Content”) between Meezan Bank and the Customer. The Customer is solely responsible for the Content if submitted by the Customer. Meezan Bank may review and remove any Customer’s Content that, in its sole discretion, violates these Terms & Conditions, Shariah compliance, applicable laws, or generally accepted practices or guidelines in the Jurisdiction.

3.6 Customer’s Content prohibited under these Terms & Conditions includes, without limitation, Content which:

- a) is offensive, endorses or promotes racism, bigotry, discrimination, hatred, harassment or physical harm of any kind against any group or individual;
- b) involves the transmission of “junk mail”, “chain letters” or unsolicited mass mailing, “spamming” or “phishing”;
- c) promotes or endorses false or misleading information or illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- d) promotes or endorses an illegal or unauthorized copy of another person’s copyrighted work;
- e) contains restricted or password only access pages or hidden pages or images;
- f) displays or links to pornographic, sexually explicit or any other indecent material;
- g) solicits passwords or personal data from other users; or
- h) violates the rights of or harms or threatens the safety of other users or the WhatsApp Banking Service.

4) Security

4.1 The Customer shall maintain high standards of security for Device and WhatsApp. The Customer agrees and warrants that they shall use Device safely and shall not share Device, connected via Meezan Bank network, let anyone else access Devices, or do anything else that might jeopardize the security of Device or WhatsApp. Meezan Bank shall not be liable for any damages or losses suffered by the Customer as a result of breach of any of the responsibility stated in these Terms & Conditions. In case Customer finds anything suspicious, it should be immediately reported to Meezan Bank helpline (021-111-331-331 or 021-111-331-332).

4.2 Customer is solely responsible for ensuring that the Device used by the Customer for accessing the WhatsApp Banking Services is suitable for such use and functioning properly. Meezan Bank accepts no liability if Customer suffers any loss or damage due to rooted or incompatible Device or incompatible version of WhatsApp.

4.3 Customer is responsible for safeguarding the WhatsApp account linked to the Registered Mobile Number and shall take all measures to ensure that no third party initiates any communication on the WhatsApp using their Registered Mobile Number. Meezan Bank shall be entitled to assume that, any communication initiated from Customer’s Registered Mobile Number has been generated by the Customer and Meezan Bank accepts no liability whatsoever in case the Customer disputes having generated such communication.

4.4 Communication on WhatsApp with the Customer shall be subject to the Customer’s data network connection and his/her Device compatibility for the WhatsApp Banking Services. Therefore, Customer hereby agrees that he/she shall be solely responsible without any binding on Meezan Bank, for upgrading any software, hardware and the operating system at his/her own cost from time to time so as to be compatible to continue to avail the WhatsApp Banking Services offered by Meezan Bank.

4.5 The Customer warrants that the Registered Mobile Number shall be used to communicate with Meezan Bank on the WhatsApp. Customer shall ensure that they have the necessary network connection in order to access the WhatsApp Banking Services. Receipt of messages from Meezan Bank, on the WhatsApp Platform, shall be subject to the network connection and Meezan Bank shall not be held responsible for any delay or non-receipt of the responses from Meezan Bank.

4.6 If Customer hands over a Device, with the WhatsApp installed, to another individual, Customer should lock/deactivate the Device and/or WhatsApp before doing so. If Device with WhatsApp installed, is lost or stolen, Customer shall inform the relevant authority. In case of misuse of the WhatsApp Banking Service or loss of the Device, Meezan Bank shall not be held liable for any misuse of the WhatsApp Banking Service.

5) Third Party Services

5.1 Meezan Bank does not endorse any third-party services. Third party providers of websites and applications (including WhatsApp) accessed by Customer to use WhatsApp Banking Services are accessed at Customer's own risk, and Meezan Bank has no liability for third party services. If third party websites or applications (including WhatsApp) causes any problems or harm, Customer should seek redress directly from the third-party provider of those services. Meezan Bank has no responsibility in such matters and cannot assist Customer regarding the same.

5.2 Third party websites or applications (including WhatsApp) that Customer accesses through any network/mobile phone number or Device, are subject to and governed by their own terms and conditions. It is Customer's responsibility to read and adhere to such terms and conditions, accordingly.

5.3 Although the communication from Platform and WhatsApp is end-to-end encrypted, but the Customer understands and agrees that any message and information exchanged through WhatsApp platform is subject to the risk of being read, interrupted, defrauded or manipulated by third party and Meezan Bank shall not be responsible for consequences arising out for using WhatsApp.

6) Registration

6.1 Customer shall be required to register on the WhatsApp Platform to avail WhatsApp Banking Services with the same mobile number as updated in Meezan Bank records. As a safety measure the Customer must ensure not to let any unauthorized person have access to the WhatsApp.

6.2 For availing the service, the Customer agrees and confirms to have accepted (a) these Terms & Conditions applicable to the Customer for availing the WhatsApp Banking Services; (b) any other account/product/service/offer related specific terms and conditions as applicable and (c) all terms and conditions prescribed by WhatsApp Inc for using its WhatsApp platform.

6.3 For registration on WhatsApp Banking Services, Meezan Bank will only ask the last four digits of Customer's CNIC. No other information will be required for registration purpose; hence Customer should not disclose any sensitive or confidential information on WhatsApp for registration.

6.4 Provided that, Meezan Bank may modify the process for authentication, registration and/or verification of the Customer, for WhatsApp Banking Services, at any time, at its sole discretion.

7) Warranties and Disclaimers

7.1 Meezan Bank warrants that it will perform its obligations in a professional manner in accordance with prevailing industry standards and make reasonable efforts to keep the WhatsApp Banking Services operational.

7.2 Customer acknowledges that the Platform is provided 'as is' and is not error-free. Meezan Bank makes no warranties, expressed or implied, with respect to the availability, merchantability, fitness for a particular purpose, non-infringement, accuracy, completeness, performance and quality of service of WhatsApp Banking Service or otherwise.

8) Liability

8.1 Meezan Bank (including, but not limited to, its shareholders, executives, officers, affiliated companies, partners and their contractors, officers, directors and employees) shall not be liable for any damages, whether arising under law, contract, warranty, indemnification, tort or otherwise, including, without limitation, incidental and consequential damages, loss of profits or business opportunities, or damages resulting from loss of data or loss of access to the WhatsApp Banking Services or otherwise.

8.2 Meezan Bank shall not be liable for any delay or failure arising from any cause or causes beyond the control, including (without limitation) acts of God, acts of government or regulatory authority, war, fire, flood, explosion, terrorism, riot or civil commotion or non-availability, non-functioning or malfunctioning, computer viruses, interruption or disruption of utilities, internet service providers, or broadcast, telecommunications or other network systems

8.3 The Customer shall be liable if he/she has contributed to the loss arising from the unauthorized misuse of the Device or WhatsApp platform or transaction through their own fraud; or by breaching any security requirements of the WhatsApp Banking Services or by otherwise acting with extreme carelessness to protect the security of their credentials to use the WhatsApp Banking Service.

8.4 The Customer acknowledges that the WhatsApp Banking Services might not be error-free. Meezan Bank will strive to provide professional services to keep the WhatsApp Banking Services accessible and usable but provides no warranties, expressions or implied, for the performance, quality, availability or usability of this service.

9) Indemnity

9.1 The Customer agrees to indemnify, defend and hold harmless (including, but not limited to, its shareholders, executives, officers, affiliated companies, partners and their contractors, officers, directors and employees) from all claims, liabilities and expenses (including attorney's fees) that may arise from Customer's misuse of Device and/or WhatsApp Banking Services or otherwise breach of these Terms & Conditions or applicable laws.

9.2 Meezan Bank reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by the Customer. The Customer shall cooperate in good faith with Meezan Bank in asserting any available defenses.

10) Termination

10.1) WhatsApp Banking Services may be deactivated anytime through the Customer's personal account settings on WhatsApp.

10.2) Meezan Bank may discontinue providing WhatsApp Banking Services to the Customer, or add limits to the WhatsApp Banking Services, if the Customer acts in breach of these Terms & Conditions or applicable laws, the Customer's right to use WhatsApp Banking Services and access its content shall, in any event immediately, without prior notice, be terminated by Meezan Bank.

11) Amendments

11.1) Meezan Bank shall serve a general written intimation of amendments or change in the Terms & Conditions, to its customers at least seven (07) days before the change takes effect; in either one of the following ways:

- a) Direct Communication
- b) Display in the Branches
- c) Notice in the media (including public notices)
- d) Notice on Bank's website; or by any electronic banking channel

11.2) The Customer agrees to check Meezan Bank's website regularly. If the Customer does not agree to the amendments, the Customer may discontinue the use of the WhatsApp Banking Services before effective date of amendment. The Customer agrees that use of the WhatsApp Banking Services by Customer after effective date of change shall be deemed to be the customer's express consent to the amended Terms & Conditions.

12) Force Majeure

Force Majeure means any circumstances beyond the reasonable control of Meezan Bank, including, without limitation, fire, explosion, strikes or other labor disputes, riots or other civil disturbances, voluntary or involuntary compliance with any law, order regulation, recommendation or request of any governmental authority, and errors or downtime in networks, power supply, gateway or similar failures of communication. Meezan Bank will have no liability for their failure to perform any of information requested by the Customer or unavailability of the WhatsApp Banking Services during the period of force majeure.

13) Partial Invalidity

If any provision of these Terms & Conditions is declared invalid or unenforceable by a competent court or other binding authority, the remaining terms (or parts), conditions and provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

14) Language versions

Any translations of these Terms & Conditions from English into another language are made solely for Customer's convenience. In the event of discrepancies between different language versions, the English version shall prevail.

15) Governing Law and Dispute Resolution

The Terms & Conditions shall be governed by and interpreted in accordance with the laws of Islamic Republic of Pakistan and rules & regulations, circulars and directives of the State Bank of Pakistan (as amended from time to time). Any dispute, controversy or claim arising out of or in connection with the Terms & Conditions shall be subject to the jurisdiction of the courts at Karachi, Pakistan to adjudicate upon disputes between the Parties.

Meezan Bank's interpretation of these Terms & Conditions shall be binding on the customer. The Customer hereby undertakes, agrees and confirms that the above Terms & Conditions have been read, understood and agreed to, abiding by the Customer.

