

## **MMBL Terms and Conditions for Digital Merchant Accounts**

For the purpose of the terms and conditions ("Terms") the word "Bank" or "MMBL" shall refer to Mobilink Microfinance Bank Limited, its successors-in-interest and assigns:

Terms following hereunder form the contract between the Digital Merchant Account Holders (hereinafter referred to as "Customer") and MMBL for opening and operation of Digital Merchant Account ("Account") and utilization of all merchant & branchless banking services through the channels (including but not limited to MMBL assigned Agents throughout the country, any MMBL Branch in the country, Mobile, Internet, ATM,) as may be provided by the Bank, from time to time ("Services").

The Customer undertakes that he/she is an individual, a sole proprietor and/or self-employed and/or business incorporated. The Customer also undertakes that the Digital Merchant Account will only be used for payment acceptance (refer to the "Payment Acceptance" section and making business payments. The bank, at its own discretion, can offer other products and services for these account holders which can be used for making other transactions Customer is responsible for providing Bank with correct information and instructions when making payments to beneficiaries. Bank shall not be liable for any loss or damage occurring due to Customer's error, in making incorrect /unintended payments. The Account shall function as a current account with the exception that this Account can be accessed from any of the aforesaid channels.

MMBL reserves the right, at its own discretion and after proper analysis, to change the Account type of the Customer in case it is found that the Account is not being used for business payments. The Customer will be informed via the communication channels mentioned in these terms and conditions

No overdraft/credit facility is allowed unless the overdraft/credit limit is approved to Customer as per bank policy.

For the purpose of availing Accounts and Services, the Customer is required to be a GSM mobile user which must be registered in the name of the Customer as appearing on the CNIC. MMBL will in its sole discretion, advise from time to time the compatible devices, mobile operator and software.

The Customer would have to ensure that the telephone and mobile operator he/she uses meets the criteria required to open and operate the Account and Services.

MMBL may discontinue the Services at its sole discretion any time without assigning any reason. Proper identification/KYC of the Customer will be required, at the time of opening the Account subject to the verification as per bank policy / procedures and /or instruction of regulatory authority.

Each Account shall possess a distinctive Account number (Mobile number), which shall be quoted in all correspondence with the Bank relating to the Account and Services.

The Customer irrevocably and unconditionally undertakes to ensure that the MPIN and other confidential information is kept confidential and to not let any unauthorized person have access to the mobile phone and the MPIN. Bank is not liable, if anyone gets / has access to Customer's MPIN and SIM with Bank's registered account numbers and Customer fails to inform Bank. The transaction(s) done by impersonator will be considered legitimate and will be acted upon by the Bank. Bank accepts no liabilities and shall not be held liable for compensation against Customer's loss.

Mobile / Cell number provided by Customer must be registered in Customer's name appearing on the CNIC.

Bank may take action to penalize Customer including account blocking / closure in case of providing any incorrect information.

The Customer shall take all necessary precautions to prevent unauthorized and illegal use of their Accounts. The Customer's registered phone/SIM shall only be used by the Customer and he/she shall take all necessary precautions

and care to ensure that the same are not misplaced, lost or stolen. If Customer's registered phone/SIM is lost or stolen, Customer shall immediately notify his/her mobile operator to block and prevent misuse of the phone/SIM. The Customer shall also promptly notify MMBL Customer Service to block access to his/her Account, failing which, the Bank shall not be held liable for any cost, charges, expenses, losses (direct, indirect or consequential), claims (including third party claims) or damages suffered or incurred by the Customer. The time at which the Bank receives instructions to block access to the Account will be determined and certified by the Bank and such determination shall be binding and conclusive on the Customer.

The Customer expressly agrees that the Bank is not liable for sending semiannual statement of account to the accountholders. However, Customer has an option to view at least the last five (05) transactions using BB channels (e.g. mobile phone) free of cost.

If the Customer believes that his/her Account has been accessed without his knowledge or consent, or that his/her MPIN has been fraudulently used, he/she shall contact MMBL immediately to block account.

Accounts have special deposit, withdrawal, balance, bill payment and transaction limits which shall be notified by the Bank to Customers from time to time. Any transaction that could breach either the limits of crediting or debiting Account shall be rejected.

Only one Account will be opened per CNIC and mobile number. The Account limits shall be operated on CNIC basis and not on Account basis. Minimum deposit amount and continuing balance requirements will be notified by the Bank from time to time. Any failure or omission to maintain such deposit or balance criteria may result in the levy of penalty as deemed fit by the Bank.

The Customer is responsible for the correctness of information supplied to MMBL for operation of Account. MMBL accepts no liability whatsoever for any consequences whether arising out of erroneous information supplied by the Customer or otherwise. If the Customer notices an error in the information supplied to MMBL either in the registration form or any other communication, he/she shall immediately advise MMBL in writing so as to allow MMBL to correct the error wherever possible on a "reasonable efforts" basis.

All instructions for operating the Accounts and availing Services shall be given by the Customer ("Customer Instructions") in the manner prescribed by MMBL.

The Customer is also responsible for the accuracy completeness and authenticity of the payment instructions provided to MMBL and/or its agents/service providers (hereinafter referred to as "Affiliates") and the same shall be considered to be sufficient to operate the Accounts. MMBL shall not be required to independently verify the Customer Instructions and shall be effective unless countermanded by further instructions from the Customer within reasonable time frame. MMBL shall have no liability whatsoever if it does not or is unable to stop or prevent the implementation of any Customer Instruction which is beyond banking limitation. The Customer Instructions shall be affected only after authentication of the Customer in accordance with the prescribed procedure for Account.

All the records of MMBL generated by the Customer Instructions, including the time of the transaction and payments requested when availing Services and using the Account), recorded shall be conclusive proof of the genuineness and accuracy of the transaction and accompanying Customer Instructions. When a Customer completes providing payment instructions and the same are received by MMBL, transaction shall be deemed to be fixed and finalized and Customer may not subsequently raise any objections with respect thereto. Once the Customer Instructions are received the transaction may not subsequently be changed or reversed in any way. MMBL may seek clarification on Customer Instructions as and when it deems fit. MMBL may refuse to comply with the Customer Instructions without assigning any reason whatsoever and shall not be under any duty to assess the prudence or otherwise of any Customer Instruction and have the right to suspend the operations through standard process if it has reason to believe that the Customer Instructions will lead or expose to direct or indirect loss or may require indemnity from the Customer before continuing to operate Account.

**The Customer undertakes and** agrees not to use or permit the use of Account and Services for any illegal or improper purposes and shall comply with all applicable laws and regulations governing the Accounts. For this, the Customer undertakes and represents that: He/she has full right and/or authority to access and avail Account and Services obtained and the goods purchased through it. He/she shall provide MMBL such information and/or assistance as is required by MMBL for the operation of the Account and performance of Services and/or any other obligations of MMBL under this Agreement. He/she shall not at any time provide to any person, with any details of the Accounts held by him/her with MMBL including, the passwords, card numbers and MPIN which may be assigned to him/her by MMBL from time to time.

The Customer shall be held liable for any illegal funds transfer and money laundering done through his/her Account. The risks associated with Account and Services and the liabilities and responsibilities accepted by Customer with respect to the same (and disclaimed by MMBL) include the following: The Customer acknowledges that in case any third person obtains access to the Account or to account access information, he/she would be able to instruct fund transfers and provide Customer Instructions. In order to reduce such risk, the Customer shall ensure that the terms and conditions applicable to the use of MPIN are complied with at all times. The electronic channel is susceptible to frauds, misuse, hacking, social engineering and other actions that could affect payment instructions to the Bank. Whilst MMBL shall aim to provide security to prevent the same, there cannot be any guarantee from such frauds, hacking and other actions that could affect payment instructions to the Bank. Customer shall be solely responsible and MMBL shall not be liable for any loss (direct, indirect or consequential) if access is gained to Customer's Account through forgery, wiretap MPIN, theft or divulgence of MPIN by Customer.

The technology for enabling the transfer of funds and other services offered by MMBL could be affected by issues relating to telecommunication network of mobile operator and/or MMBL or its subsidiaries and Affiliates. Account and Services may be interrupted/made unavailable by natural calamities, force majeure, legal and/or regulatory restraints, faults in the telecommunication network, network failure, or any other reason beyond the control of MMBL. The Account could also be affected by virus or other malicious, destructive or corrupting code, program or macro. The transaction for transfer of funds or payments to Affiliates as per Customer Instruction may not be completed as requested for various reasons, including, but not limited to those specified in paragraph immediately above. In all such cases, the Customer shall not hold the Bank responsible in any manner in the said transaction and contracts and the Customer's sole recourse in this regard shall be with the beneficiary of the transaction. While MMBL and the Affiliates shall endeavor to carry out the Customer Instructions promptly, they shall not be responsible for any delay in carrying on the Customer Instructions for any reason whatsoever, including failure of operational systems. Bank shall not be liable if observe due diligence in good faith for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by the Customer, Supplementary User or by any other person. Illegal or improper use of the Account shall render the Customer liable for payment of financial charges as determined by MMBL and/or result in partial or complete suspension of the Account. Any penalties levied by any regulatory authority with regard to the Customer's use of Account shall be purely to the Customer's sole Account.

MMBL shall under no circumstances whatsoever be held responsible or liable by the Customer for any delay in delivery of the electronic statements and/or Alerts, nor the inaccuracy of the information contained in such electronic statements and Alerts. MMBL shall not be liable for its inability to deliver the Alerts altogether. Also, it is being clarified and understood that electronic statements will only be issued to the Customer upon his/her specific written request.

The Customer irrevocably and unconditionally authorizes MMBL to access all his/her Account for effecting banking or other transactions performed by the Customer through the Accounts and Services. The right to access shall also include the right at MMBL's sole discretion to consolidate or merge any or all accounts of the Customer with MMBL and the right to set off any amounts owed to MMBL without prior notice.

Any and all Branchless Banking products are offered or being offered by the Bank and transactions shall be effected by debiting the Account with the purchase amount plus fee charged, if any.

MMBL, in compliance with laws and regulations may intercept and investigate any payment messages and other information or communications sent to or by the Customer or on the Customer's behalf via other bank and this process may involve making further enquiries and stoppage of transaction. The Bank would be within its right to make investment of credit balance deposits in any manner in its sole discretion and to make use of funds to the best of its judgment in the banking business.

The Customer hereby agrees to bear the charges as may be stipulated by MMBL (and notified to the Customer) from time to time for availing Account and Services. Bank may amend charges from time to time in accordance with Schedule of Charges as per the Branchless Banking Guidelines and will be clearly identified and displayed for customers. Bank shall not be held responsible for any service issues if the same occur to Customer's having mobile numbers with MNP (Mobile Network Portability).

The Customer hereby authorizes MMBL to recover any service charges by debiting the Account of the Customer or by sending a bill to the Customer who will be liable to make the payment within the specified period. Failure to do so shall result in recovery of the service charge by MMBL in a manner as MMBL may deem fit along with such markup/interest, if any, and/or withdrawal of funds from Account without any liability to MMBL. The Bank reserves the right without prior notice to the Customer to debit the Account for any expenses, fees, commission, markup/interest, Zakat, withholding tax, stamp duty, tax, duty, or any other cost, charges or expenses arising out of any transactions or operation of the Account with the Bank as may be payable to the Provincial or Federal Government as may be levied, from time to time. All applicable taxes shall be recovered as per tax laws in force. MMBL and the Customer agree that if the Customer opens further accounts with MMBL and/or subscribes to any of the products/services of MMBL or any of the Affiliates, and MMBL extends the Services to such accounts, products or services and the Customer opts for use thereof, then these Terms shall automatically apply to such further use of Account and Services by the Customer.

The Customer agrees that MMBL and/or Affiliates or their contractors may hold and process his personal information and all other information concerning his Account on computer or otherwise in connection with Account and Services as well as for analysis, credit scoring and marketing. The Customer also agrees that MMBL may disclose, in strict confidence, to other institutions, such personal information as may be reasonably necessary for reasons inclusive of but not limited to participation in any telecommunication or electronic clearing network, for credit rating, for audit, provision of services by any third party collection and fraud prevention purposes. The Bank is authorized to make such disclosures in respect of the Account and Services as may be required by any court order or competent authority or agency under the provisions or applicable laws and/or otherwise to safeguard the interests of the Bank. Changes in Bank terms and conditions will have to be duly informed to Customers. Such change to the Terms shall be communicated to the Customer through either its website, email, or via, IVR, voice mail and/or text message sent to Customer's mobile phone. Such amendments/alterations may also be displayed at the Bank's premises from time to time and shall be binding on the Customer.

By continuing to use any existing or new services as may be introduced by MMBL, the Customer shall be deemed to have accepted the changed Terms. The grant to, and operation of, Account and Services by a Customer is purely personal in nature and not transferable under any circumstance. The Customer may request termination of Account and Services by giving instructions to MMBL any time in a manner prescribed by MMBL. The termination shall take effect on the completion of the Customer request. The Customer will remain responsible for any transactions made through Account and Services until time of such termination.

Under Zakat and Usher Ordinance, 1980, the banks are required to collect/deduct Zakat at source in respect of saving banks accounts, profit and loss sharing accounts & similar Bank Accounts having credit balance equal & more than the amount, notified by the Administrator General Zakat, at valuation date. Zakat deduction will be applicable @

2.5% of the credit balance maintained on the valuation date. Customer will also be liable for account closing charges applicable at the time of closing before he/she will be paid the last remaining credit balance, if any. MMBL may withdraw or terminate Account and Services anytime either entirely or with reference to a specific service or Customer, or in case of breach of Terms by the Customer without any prior notice, or if it learns of the death, bankruptcy or lack of legal capacity of the Customer. The contractual relationship between the Customer and the Bank will cease to exist on receipt of information regarding death of the customer either through a formal notice by his heirs or reliable resources.

The Bank reserves to itself the right to close without prior notice, any Account which in its opinion is not satisfactorily operated upon, or for any other reason whatsoever on the sole discretion of the Bank, and it shall not be incumbent on the Bank to disclose its reasons for doing so to the Customer. Bank may correct erroneous and incorrect posting of entries and inform the Customer subsequently. In case of delay in receiving transaction completion alerts at Customer's end on Customer's request, the Bank will follow-up with the concerned for swift resolution. The Bank shall have discharged its liability with respect to an Account which has been closed by sending an electronic notification to the Customer on his/her registered mobile phone or email. In case any funds were still available in the account at the time of closure, they be remitted to the customer in form of money transfer transaction by sending the transaction details on the registered mobile number which consists of a 12 digit transaction ID (TID) which upon the production at any MMBL assigned agent in the country or any MMBL Branch in the country, the Customer will be able to receive the remaining balance of his/her account after biometric verification and/or other appropriate verification. Any change in the address or constitution of the Customer should be immediately communicated in writing to the Bank. The post office and other agents for delivery shall be considered agents of the Customers for delivery of letters etc. and no responsibility shall be accepted by the Bank for delay, non-delivery of communications sent to the Bank.

Accounts that remain inoperative for twelve (12) months or where account holder's Computerized National Identity Card (CNIC) is not in branch/Bank's record as per SBP directive, will be classified as dormant/suspended. The Bank reserves the right to disallow transactions in the Customer account while the account remains dormant / suspended. However, Debits under the recovery of loans and markup etc. any permissible Bank charges, Government duties or levies and instruction issued under any Law or from the Court will not be subject to this transaction restriction. Any change of address can be requested during the period of dormancy of account but will not change the status of dormant/inactive account. For reactivation of Dormant/inactive account, the account holder must call contact center from their registered number. After necessary verifications account will be reactivated provisionally by the Contact Center for a period of 48 hours for conducting any financial transaction after which account will be activated permanently. In case of the Bank receiving official notice or as and when become aware of it from any other reliable source. regarding demise of, or bankruptcy of the account holder/depositor the Bank will stop operations immediately in the account and will not be obliged to allow any operation or withdrawal except on production of a Succession Certificate or other Court orders, from a Court of competent jurisdiction. If a deposit/instrument remains inoperative for a period of ten years, it will become unclaimed deposit and will be surrendered to SBP as per the provisions of Banking Companies Ordinance 1962 and SBP directives operative at that time.

MMBL may publish notices of general nature, which are applicable to all Customers in newspapers or on its web site. Such notices will have the same effect as a notice served individually to each Customer. Moreover, MMBL can send notifications regarding services and general instructions to Customers through different "Channels" MMBL shall be entitled to sell, novate, assign or transfer (1) MMBL's rights and obligations under this Agreement; (2) all assets, liabilities, deposits held, and all services and facilities offered under the Account and Services; and (3) any security in favor of MMBL (including all guarantee/s) to any person of its choice, including an affiliate or subsidiary company of the Bank in whole or in part and in such manner and on such terms and conditions as MMBL may decide. Any such sale, assignment or transfer shall conclusively bind the Customer and all other persons, including Supplementary Users.

Customers agree to be bound by the terms and conditions that may be agreed between the Bank and purchaser/acquirer on which a sale/transfer of Account and/or Services may be affected by the Bank. The Customers, his/her heirs, legal representatives, executors, administrators and successors are bound by the Terms and the Customer is not entitled to transfer or assign any of his rights and obligations under this Agreement. The Customer agrees and acknowledges that MMBL shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future, on the deposits held in the Account or in any other account, whether in single name or joint name, to the extent of all outstanding dues, whatsoever, arising as a result of Account and Services extended to and/or used by the Customer.

The Customer agrees to fully indemnify and hold harmless MMBL and/or the Affiliates, as the case may be, including both their officers / employees and agents, (1) against all losses and expenses which MMBL may incur, sustain, suffer or is likely to suffer in connection with MMBL or Affiliates' execution of the Customer Instructions; (2) against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses incurred by MMBL or Affiliates as a consequence or by reason of providing the Account and Service to Customers; and (3) for any action taken or omitted to be taken by MMBL and /or the Affiliates, its officers, employees or agents, on the instructions of the Customer. Neither MMBL nor the Affiliates shall be liable if observed due diligence in good faith for any unauthorized transactions occurring through his/her Account and the Customer hereby agrees to fully indemnify and hold MMBL and the Affiliates harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereto.

The Customer shall not be liable for the acts or omissions of the Agent provided however that the Customer follows the due process required by the Bank and subject to the Bank's investigation and dispute resolution procedures. MMBL, its employees, directors, representatives or affiliates shall not in any way be liable or responsible in any manner whatsoever if the due process is not followed by the Customer e.g. should the Customer's MPIN be compromised / forgotten by the Customer including, but not limited to, acts or omissions (including fraud) \_by the Agent and/or the Customer resulting in discrepant/incorrect /erroneous transactions. The Customer understands that MMBL disclaims all and any liability, whether direct or indirect, whether arising out of loss of profit or otherwise to honor any Customer Instruction for whatsoever reason.

The Customer undertakes to separately indemnify the Bank against any / all risks and losses arising out of unauthorized access gained into Customer's Account by any person, in any manner that does not directly arise due to any fault, negligence, act or omission, or mistake of the Bank. The Customer will pay MMBL and /or the Affiliates such amount as may be determined to be sufficient to indemnify it against any loss or expense mentioned hereinabove, even though they may not have arisen or are contingent in nature.

The Customer acknowledges that the software underlying Services, any software provided by MMBL to be downloaded to Customer's mobile as well as other related electronic services software which are required for accessing the Accounts are the legal property of MMBL and relevant vendors and does not. Convey any proprietary or ownership rights in such software. The Customer shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying Account and Services or create any derivative product based on the software.

#### **INDEMNITY AND UNDERTAKING**

In consideration of your acceptance of oral instructions from me over the telephone, fax or implementation of other instructions where transmitted by electronic means in connection with such facilities as may from time to time form part of the Account and Services offered by you in accordance with your policy, I irrevocably and unconditionally agree and undertake to accept the veracity of any such instructions and your implementation of the Account and Services for all purposes whatsoever. I further irrevocably and unconditionally ratify the same and hereby waive any claim against you as a consequence of or in respect of the provision by you of the Account and Services, and not to use, or allow any third party to use the Account and Services on my/our behalf and/or for any fraudulent or unlawful

purpose. I confirm that any instructions given by me/us to you using any means may be used as evidence in any court of law or other proceedings of whatsoever nature or in resolving any dispute between us. I further irrevocably and unconditionally agree to indemnify and hold you harmless from and against all liabilities, losses, actions, proceedings, claims, costs, damages and expenses which may be incurred or suffered by you, or made against you, as a consequence of, or in respect of, the provision by you of the Account and the Services. I further agree that you may debit any of my/our accounts with you for all costs, charges, expenses or other amounts which you may incur as a consequence of, or in respect of, the provision of the Account and Services.

I agree that you may ignore, or suspend action on, any instructions received from me/us if you, in your absolute discretion, deem it appropriate to do so. I further confirm my understanding that compliance with such instructions and provision of the Services shall be subject to the internal policies of the Bank, which may change from time to time, and the relevant circulars of State Bank of Pakistan. I also confirm that the provision of Account and Services shall also, where relevant and applicable, be governed by the terms and conditions governing my/our existing account with you. I confirm that my / our Mobile Personal Identification Number (MPIN) shall be kept confidential. I shall be liable for any misuse of the same, and agree to indemnify you against all consequences of such misuse. I confirm that all information and data contained in this form is accurate and true and there is no undisclosed material information which would affect MMBL's decision to extend any of the Account facilities and Services to me/us.

In consideration of your agreeing to send/provide me the electronic statements and Alerts via website, e-mail, text message, voice mail, IVR or other electronic means, I hereby waive any requirement to send any paper or electronic statements or notices by post or courier to my/our address. For the purpose of this Indemnity and Undertaking the word "Account" and "Services" shall be deemed to include banking services or products that MMBL may offer Customers from time to time via mobile phones. This Indemnity and Undertaking shall be deemed to be an integral part of this Agreement, executed by me/us as amended from time to time.

I understand that information supplied by me is covered by the full provisions of the terms and conditions governing the Account Holder's relationship with MMBL setting out how MMBL may use and share the information supplied by me. I acknowledge that information regarding account holder and any Reportable Account(s) may be provided to tax authorities of the country in which this account is being maintained and exchange with tax authorities of another country in which account holder is tax resident pursuant to intergovernmental agreements to exchange financial account information.

I declare that I have neither asked for, nor received, any advice from MMBL in determining my classification as a Reportable Person or otherwise.

#### **PAYMENT ACCEPTANCE SERVICES**

The Bank at its sole discretion enables Customers to obtain and utilize payment acceptance services including but not limited to money transfers (interbank and intrabank) credited into the Customer's Digital Merchant Account, payment acceptance via Quick Response Codes (QR Codes) and online payments. MMBL reserves the right to charge the Customer a fee for providing these services and deduct taxes where applicable.

Standard charges for payment acceptance services are available at [www.jazzcash.com.pk](http://www.jazzcash.com.pk) and the Customer undertakes that they have read and have agreed to all the terms and conditions in this document as well as the schedule of charges available on the website ([www.jazzcash.com.pk](http://www.jazzcash.com.pk))

By accepting these T&C the Customer undertakes that it has read and understood all of the terms and conditions (the, "Terms") available on [aforementioned](#) website for the purposes of acquiring the Services from Mobilink Microfinance Bank Limited ("MMBL") for Payment Acceptance Services (the, "Services" between Digital Merchant and Mobilink Microfinance Bank Limited..