## TERMS AND CONDITIONS

## (SMS Alerts Facility)

1. In these Terms and Conditions, the following terms shall have following meanings:

"Bank" means any branch in Pakistan of "Bank Alfalah Limited", in which the Customer/entity's Account is maintained;

"Customer' means the person(s)/entity that holds an Account with the Bank;

"SMS Alerts Facility" means the customized messages (i.e. Short Messaging Service ("SMS")/text) sent by the Bank by over the Customer's mobile phone number/Cell phone number, which is registered with Bank by Customer for SMS Alert Facility, these SMS shall contains any Credit or Debit in the Account of the Customer

"MNP" means any Mobile Number Portability/ Cellular Services Providers through whom the Customer may receive SMS and or the Bank shall send the SMS.

"Telco" means the Mobile Service Provider i.e. Mobilink, Warid, Zong, Telenor, Ufone.

"Service Provider (s)" definition includes but is not limited to Telco or MNP, any organizations or individuals whose Services used/utilitised by the Bank in relation to provide the SMS Alert Facility in any capacity.

- 2. The Customer irrevocably authorizes the Bank to debit his / her Bank Accounts in relation to SMS Alert Facility related charges (as described in the Schedule of the Charges of the Bank from time to time) which have been prescribed by him / her at the time of registration for all transactions/services undertaken using SMS Alert Facility.
- 3. The Customer agrees that the SMS Alert Facility entitles and obliges him/her to use only a mobile phone SIM card registered in his/her name with the Service Provider and undertakes to use the SMS Alert Facility only through the registered mobile number which has been used to register for the SMS Alert Facility.
- 4. The Customer shall bear all responsibility for safety and security of the registered SIM Card and the mobile phone using the SIM Card, all messages from the Bank by using the SIM Card, in addition to all information as to SMS Alert Facility which may be stored in the mobile phone used by the Customer.
- 5. The Bank reserves the rights to offer the SMS Alert Facility to only those Customers who are availing service of a specific Service Provider. The Bank also has a right to decline the SMS Alert Facility to a customer, who does not wish to use the SIM Card of a Telco designated by the Bank.
- 6. The Customer shall be required to acquaint himself with the process for using the SMS Alert Facility and the Bank shall not be responsible for any error made by the Customer while using the facility.
- 7. The transactional details will be recorded by the Bank and these records will be regarded as conclusive proof of the authenticity and accuracy of transactions, in the event of any dispute arising out of or related to the SMS Alert Facility.
- 8. The Bank shall make all reasonable efforts to ensure that the Customer information is kept confidential. However, the Bank shall not be responsible for any inadvertent divulgence or leakage of confidential Customer information for reasons beyond the control of the Bank through the SMS Alert Facility. The Bank shall bear no responsibility of any kind for any unauthorized third party access to information by illegal means, such as, hacking at the end of the Customer etc.
- 11. The Bank may, at its discretion, withdraw temporarily or terminate the SMS Alert Facility, either wholly or in part,

at any time without giving prior notice to the Customer. The SMS Alert Facility may be suspended for any maintenance or repair work or in case of any emergency or for security reasons. The Bank shall endeavor to give a reasonable notice for withdrawal or termination of the SMS Alert Facility but shall not be responsible if such an action has to be taken for reasons of security or emergency.

- 12. The processing of registration of SMS Alert Facility shall require a minimum of 5 (five) working days from the date of submission of duly filled registration form meeting all requirements. The Bank reserves the right to seek additional documents/information from the customer, which the customer must provide, failing to which the SMS Alert Facility may not be registered or suspended or terminated by the Bank.
- 13. The Customer hereby, agrees to abide by, without need of notice and express consent, any and all future modifications, innovations, amendments or alterations to these terms and conditions made by the Bank from time to time.
- 14. In case of any change of registered mobile phone number of the Customer or if the registered mobile phone number is lost/stolen, the Customer shall inform the Bank immediately to stop the SMS Alert Facility until the new mobile phone number is registered with the Bank.
- 15. The Customer accepts that the Bank shall not be responsible for any errors which may occur in spite of the steps taken by the Bank to ensure the accuracy of the information through SMS Alert Facility and the Customer shall not have any claim against the Bank in an event of any loss / damage suffered by the Customer as a consequence of an inaccurate information provided by the Bank.
- 16. In case of any discrepancy in the Balance or credit/debit amount, Customer should contact their concerned branch of call contact center of the Bank.
- 17. The Customer shall take all steps possible to ensure that his / her mobile phone is not shared with anyone and shall report any misuse/loss of the mobile phone or SIM card immediately.
- 18. These terms and conditions are in addition to and from an integral part of the regular terms and conditions of account opening and its maintenance
- 19. These terms and conditions shall be governed and construed in accordance with the laws of Islamic Republic of Pakistan whose courts shall be courts of competent jurisdiction and all other rules and regulations as applicable on the Bank.

Accepted and Acknowledged.

(Sign)

Name:\_\_\_\_\_

A/c#:\_\_\_\_\_

Mobile Number:\_\_\_\_\_