

Internet Banking and Alfa App
Terms and Conditions



Bank Alfalah
Islamic



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Internet Banking and Alfa App Terms and Conditions



These terms and conditions set out below govern use of the Internet Banking and Alfa App by the 'Customer' (In case of the Corporate Entity Customer same shall be applicable to the authorised person/user of the Corporate Entity), online access to our services and shall operate as legally binding agreement between you and us ('Bank Alfalah Limited') for governing our relationship.

Definitions:

In this document, the following words and phrases shall have the meanings as set below unless the context indicates otherwise:

'Account (s)' refers to the Customer's bank account i.e. Conventional, IBG, Savings, Corporate, FCY, Saving and/ or credit card, debit card and/ or home loan account and/ or auto loan account and/or Alfa Account (Digital Account) and/or personal loan account and/or Orbits account and/or any other type of account (each an 'Account' and collectively 'Accounts', so maintained with 'Bank' which are eligible Account(s) for operations through the use of Internet Banking and Alfa App.

'Account Information' means information pertaining to the Account(s) maintained by the Customer with the Bank.

'Affiliate' means the Bank Alfalah business partners and vendors.

'Alerts' means the Account Information provided by the Bank to the Customer through the Customer's email address or mobile phone (based on SMS) generated and sent to the Customer by the Bank at the specific request of the Customer which request shall be made by the Customer using the Internet Banking and Alfa App Services of the Bank.

'Bank' means the Bank Alfalah Limited.

'Customer' refers to the users including Bank Alfalah Account Holders and normal users who met the criteria set by Bank Alfalah to use Internet Banking and Alfa App. In case of the Customer being a minor, the guardian of such minor shall be permitted to use Internet Banking and Alfa App. In this document all references to the Customer being referred in masculine gender shall be deemed to include the feminine gender.

'Device' means computer, mobile telephone, digital tablets or such other devices linked to the system of the Bank to access the Services.

'Alfa App' refers to the Mobile Banking service offered by the Bank to the Customers. 'Internet Banking' refers to the Internet Banking service offered by the Bank to the Customers.

'Internet Banking Service' is one of the fastest and the most convenient way to access your Bank Alfalah Accounts on the Internet. Customers can view balances, transfer funds, pay your bills online and other services as the Bank may decide to provide from time to time. The availability/non-availability of a particular service shall be at the sole discretion of the Bank.

'Alfa App Service' is one of the fastest and the most convenient way to do daily banking and much more via a Mobile App. Customers can view balances, transfer funds, pay your bills online and other services as the Bank may decide to provide from time to time. The availability/non-availability of a particular service shall be at the sole discretion of the Bank.

'OTAC' (One Time Authentication Code) is used for security verification.

'Personal Information' refers to the information provided by the Customer to the Bank.

'Payment Instruction' shall mean an instruction given by a Customer to debit funds for any purpose via Bank Alfalah Internet Banking Website and Alfa App. These may include but are not limited to bill payments, purchasing vouchers or mobile top-up, transferring funds from the Account held by the Customer to accounts held by other approved Customers with Bank Alfalah Limited or other Banks. The Bank may on its sole and exclusive discretion confine this facility only to certain permitted Customers or may extend it from time to time to be generally available to all Customers.

'SMS' means short message service which includes the storage, routing and delivery of alphanumeric messages over GSM telecommunications system.

'Terms' refer to terms and conditions herein for use of the Internet Banking and Alfa App Services.

Interpretation

In these Terms and Conditions, unless the context shall otherwise require:

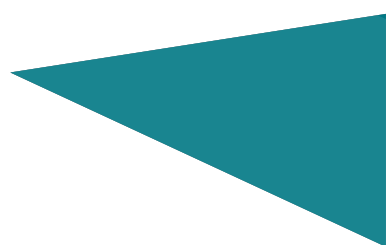
- References to 'we', 'us' or 'our' are references to Bank Alfalah Limited.
- References to 'you' or 'your' are references to the Customer in whose name(s) the Eligible Account is being maintained.
- The words 'include' and 'including' shall not be construed as having any limiting effect.
- The singular includes the plural and vice versa.

- The headings are used for convenience only and do not affect the interpretation of these Terms and Conditions.
 - The words 'in writing' include any communication sent by letter, facsimile transmission or email.
 - A reference to a document includes the document as modified from time to time and any document replacing it and
 - The word 'person' includes a natural person/individual business etc.
1. **Scope:** These terms and conditions govern the relationship regarding the Internet Banking and Alfa App of the Bank. The Bank reserves the right to change the terms and conditions at any time. Any such change may be notified to you, in writing or by being published on the website of the Bank. These terms and conditions shall be in addition to and not in derogation of the terms and conditions that are applicable to any Account, Credit/Debit Cards issued by the Bank, Product(s) and Services provided by/maintained at /with the Bank.
 2. **Account Relationship:** Customer hereby agrees that any or all Account(s) as defined in definition of Account(s) above maintained by Customer with the Bank shall be tagged/connected with Bank Alfalah Internet Banking and Alfa App respectively. In this respect, Customer will be able to avail the Service available via respective Account(s).
 3. **Security of Passwords:** You agree that you are entirely responsible for maintaining the confidentiality of your Password. You agree to immediately notify the Bank in writing, if your Password is lost, stolen, disclosed to an unauthorised third party or otherwise may have been compromised. You agree to immediately notify the Bank of any other breach of security in relation to the Internet Banking and Alfa App that comes to be known to you. You agree that you are entirely responsible for any and all activities that occur using your Password whether or not you are the individual who undertakes such activities. You should change your Password regularly and make sure that you do not choose a Password you have used before.
 4. **Checking your Statements:** If you become aware of any transaction on any of your Eligible Accounts that has not been validly authorised by you, you must notify us immediately by telephoning us on 111 225111 (or any other number we may advise you from time to time for this purpose). It is required of you for all your Eligible Accounts, to check all bank statements for any unauthorised transactions.
 5. **Other Security Safeguards:** You must not allow anyone else to operate the Bank Alfalah Internet Banking and Alfa App ('Service') on your behalf. In case of breach of this condition, the Bank shall not be liable for any loss and/or damage which may consequently occur to you.
 - You must not leave the Device unattended while you are using the Service. This applies whether the Device has been sourced independently of us or a Device provided by us to access the Service in one of our branches. However, the public nature of our branches makes it particularly important that if you access the Service from a Device in one of our branches you do not leave that Device unattended while on-line and you ensure that you have gone off-line before leaving the branch.
 - You must not access the Service from any Device connected to a local area network (or LAN), such as an office environment, without first making sure that no one else is able to observe or copy your access or obtain access to the Service pretending to be you.
 - You must comply with any other requirements designed to protect the security of your use of the Service, which are notified by us to you in any other way.
 6. **Contents and Services:** The Bank reserves the right to change or discontinue the contents and Services made available on the Internet Banking and Alfa App at any time.
 7. **Our Advertisement:**
 - Advertising through the Service i.e. Bank Alfalah Internet Banking and Alfa App
 - From time to time we may advertise our own products and services, through the Service.
 8. **Shared Facilities:** You are advised not to access the Services provided to you under these Terms and Conditions/Agreement by using any device available at a public place or any device which might be shared with others. Such use may expose you to risks or breach of the security, integrity and confidentiality of your use of the Internet Banking and Alfa App. You must not leave your System/Device unattended while you are logged online to the Internet Banking and Alfa App of the Bank. Make sure that you have logged off after each session.
 9. **System Integrity:** You may not use any device software or routine to interfere or attempt to interfere with the proper working of the Internet Banking and Alfa App or a transaction relating to it.
 10. **Virus Protection:** You must take all reasonably practicable measures to ensure that any computer or other device from which you access the Internet Banking and Alfa App is free of any computer virus or similar device or software including but not restricted to, devices commonly known as software bombs, Trojan horses and worms (together 'Viruses') and is adequately maintained in every way. The Internet Banking and Alfa App can be accessed through the internet on personal computers or via public internet cafes over which we have no control. You must therefore ensure that any computer or other device you use to access the Internet Banking and Alfa App is adequately protected against acquiring Viruses.
 11. **Security:**
 - a) You acknowledge that internet based communications might not be totally secure and despite best efforts there remains the risk of unauthorised access and hacking. The Bank, therefore, does not assume any liability for unauthorised invasion of the Internet Banking and Alfa App by third party or corruption of the data.

- b) If you become aware of any transaction on any of your accounts that has not been performed by you, you must notify the Bank immediately in writing or by calling our call center on 111 225 111 or your concerned Bank's branch within 30 days for such suspicious/disputed transaction, thereafter the Bank shall not be liable for any such suspicious/disputed transactions.
12. **Site Material:** Nothing on this Internet Banking and Alfa App should be interpreted to be any invitation or offer relating to an investment or to engage in any other transaction. The Bank assumes no risk or responsibility as regard use of the contents of the Internet Banking and Alfa App including the information or communication from any cyber linked sites.
 13. **Copyright and Trademark:** All contents of the Internet Banking and Alfa App including contents within the Internet Banking and Alfa App, such as text, graphics, icons, images and software ('Materials') is the exclusive property of the Bank and the Bank authorises to you to view and download the Materials of this Internet Banking and Alfa App only for your own use. The Materials may not be modified in any way or reproduced or displayed or used for any public or commercial purpose. The trademarks, site marks and logos used and displayed on the Internet Banking and Alfa App are the property of the Bank. Nothing on the Internet Banking and Alfa App should be construed as granting any license or right to use mark, site marks or logos without written permission of the Bank.
 14. **Third Party Cyber Links:** Any cyber links available on the Internet Banking and Alfa App do not constitute endorsement by the Bank and affiliates of the opinions or views of such third party. The Bank does not verify, endorse, or take responsibility for the accuracy, completeness or quality of the contents contained in such Sites. Furthermore, the Bank is not responsible for the quality or delivery of the products or services accessed, obtained by or advertised at such Sites. The Bank shall under no circumstances be liable for any direct, indirect, incidental or special loss or damage whether arising from negligence, breach of contract, any tort, infringement of copyright or other intellectual rights caused by the exhibition or distribution or exploitation of any information or contents contained in these third parties cyber link sites.
 15. **Privacy:** Bank Alfalah Limited shall be retaining and using information relating to you in its computers and on the Internet Banking and Alfa App in any manner it deems fit whether such information has been obtained directly from you or from any third sources. Bank Alfalah Limited shall endeavor to maintain confidentiality regarding the information at the Internet Banking and Alfa App. However, such information may be disclosed in the following circumstances:
 - a. If disclosure of information is required by Bank Alfalah Limited in any litigation or proceedings before a public authority relating to the Site.
 - b. To persons acting as agents or advisors of Bank Alfalah Limited.
 - c. To any person to whom Bank Alfalah Limited transfer its rights and duties.
 - d. If so required by law, by regulatory authorities, competent Court of Law, law enforcement. agencies or as may be in accordance with the governing Law and market practices.
 16. **No Warranties:** Although due care is taken but the Bank, it makes no representation or provides any warranty whether express or implied as regards the completeness of any information accessed from the Internet Banking and Alfa App.
 17. **Severability:** If any of these terms and conditions turns out to be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.
 18. **Entire Agreement:** This is the entire Terms and Conditions/Agreement between the parties relating to matters contained herein and shall not be modified except in writing.
 19. **Force Majeure and System Availability:**
 - a. Bank Alfalah Limited shall not be liable in any manner for failure to perform under these Terms and Conditions/Agreement for what so ever reasons including the reason that it is caused by power outages, internet outages, communication outages, fire, flood, earthquakes, hurricanes, war, civil commotion, acts of God, strikes, industrial disputes, or the occurrence of any other unforeseen contingencies beyond our control.
 - b. Bank Alfalah Limited shall take reasonably practicable steps to have the Bank Alfalah Limited Online View Service available for use. You accept that in case of routine maintenance or excess demand on the systems and circumstances beyond Bank Alfalah Limited control, it may not always be possible for the Bank Alfalah Limited Online View to be available during its normal operating hours.
 20. **Disclaimer:** The Internet Banking and Alfa App is being provided to you on an 'as is' basis. No representation or warranties of any kind express or implied, including warranty of fitness for particular purpose, as to the operation of the Internet Banking and Alfa App or the nature of accuracy of the information included in the Internet Banking and Alfa App is being furnished. The Bank and its affiliates will not be liable for any damages of any kind arising from the use of the Internet Banking and Alfa App or arising from any alleged negligence of the Bank including, but not limited to direct, indirect, incidental, punitive, and consequential damages.
 21. **Data Integrity:** You acknowledge that in case any dispute arose between you and the Bank as regards the correct version of any records to which you would be having online access, the records as reflected in the database of the Bank itself and certified by an officer of the Bank to be correct, shall prevail.

22. Release: You hereby release and forever discharge the Bank and its officers, directors, employees, agents and affiliates, and their respective successors and assigns from any or all liability claims, counterclaims, demands, set off, damages, or any other causes of action, which may accrue, whether known or unknown, arising out of or in any way relating to use of the Internet Banking and Alfa App by you or involving your password specifically including but not limited to any claims based in whole or in part upon alleged negligence, in operating the Internet Banking and Alfa App or otherwise relating to it.
23. Jurisdictional Issues: Access to and use of the Internet Banking and Alfa App is permissible under the laws of Pakistan. If you access this Internet Banking and Alfa App from any other location, you will do so at your own initiative and be responsible for compliance with the local laws, to the extent they are applicable.
24. The Bank shall not be required to independently verify any FT/IBFT/RAAST FT or any other fund transfer transaction ('transaction'), if you perform any transaction (of what so ever nature) which may be erroneous due to any incorrect parameter/ data entered by you, the Bank shall not be responsible in any case for refund/return of transfer and disclaims any/all liability in this regard.
25. Any transaction performed by you shall be effected only after Authentication being completed in accordance with the prescribed procedure for Internet Banking and Alfa App. The Bank shall have no obligation to verify the authenticity of any transaction done by you other than your Login and Password and neither the Bank nor its officers or Affiliates shall be liable for any unauthorised transactions occurring through Internet Banking and Alfa App. You hereby fully indemnify and hold the Bank and its officers and Affiliates harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof.
26. Internet Banking and Alfa App and its Services provided by the Bank shall vary as per Customer's Account, Product(s) and Services availed by the Customer.
27. The Customer hereby agrees that any or all investments in securities (like investment bond, treasury bills and other government securities, as well as mutual funds, investment funds), are subject to market risk. The unit prices may go up or down based on market conditions. Past performance is not necessarily indicative of the future results. The Customer is advised, in his/its own interest, to carefully read the offering document in particular the investment policies and risk disclosure and warning statements in the respective offering document. The Bank's role in such investments is limited to acting as facilitator for payment and purchase of the securities and the Bank shall not be responsible for the loss or profit. Furthermore, the Customer agrees and undertakes to be solely responsible for any/all liabilities, risks, responsibilities and the investment decision(s) taken by the Customer. The Customer also indemnifies the Bank against any loss sustained on account of providing this service contemplated herein to the Customer.
28. The Bank shall charge financial charges such as annual charges and any other charges as per schedule of charges on each and every transaction or as the Bank may determine from time to time, such charges shall be debited from the Account of the Customer and Customer hereby agrees/acknowledges the debit authority of the Bank for such charges.
29. The Bank reserves the right to change these terms and conditions with or without notice as applicable to the use of the Internet Banking and Alfa App and reserves the right to modify any features of any products or services offered under the Internet Banking and Alfa App. The Customers are exclusively responsible for regularly reviewing these terms and conditions as modified/changed from time to time and the continued use of the Internet Banking and Alfa App after any such changes shall constitute to be acceptance to such changes.
30. All products/items and services provided through Internet Banking and Alfa App are subject to availability of the products/items illustrated on the Bank's website. Some of the products/items/services are obtained/availed by the Bank from 3rd party vendors/service providers and the same may differ in size or color from those illustrated on the Bank's website and the Bank shall not be responsible and/or liable in this regard on any account whatsoever.
31. Evidence: Customer agrees that:
 - a. the Instructions, though in electronic form, are written documents. Customer shall not dispute or challenge the validity or enforce ability of any Instruction on the grounds that it is not a written document and Customer hereby waive any such right Customer may have at law;
 - b. the Instructions, though in electronic form, are original documents and that Customer shall not challenge the admissibility of any Instruction on the grounds that it is made in electronic form; and
 - c. any exchange of Instructions in electronic form which, if made in writing would constitute a binding contract, will similarly bind both the Bank and Customer as a binding contract and will satisfy any rule of law or evidence that such a contract has to be made in writing.
32. Limitation of Liability and Indemnify: Customer agrees and confirms that the Bank shall in no event be liable for any direct, indirect, incidental, punitive, special or consequential damages or economic loss whatsoever nature or howsoever caused arising directly or indirectly in connection with the Internet Banking and Alfa App Customer hereby agrees to indemnify the Bank and keep the Bank all times fully indemnified from and against all actions, proceedings, claims, liabilities (including statutory liability), penalties, demands and costs (including without limitation, legal costs of the Bank (on a full indemnity basis), awards, damages, losses and/or expenses to which the Bank may suffer, sustain and/or be subject to for whatever reason in relation to Customer's use or purported use of the Internet Banking and Alfa App.

33. When Customer use a Credit Card for transaction/payment under Internet Banking and Alfa App, the Bank shall treat that transaction/payment as a Credit Card purchase transaction.
34. Any cash transfers from a Credit Card to any other Account will be treated as a cash advance and will attract the standard cash advance fee and interest charges (refer to the relevant Credit Card Terms and Conditions of use for details).
35. Certain products and services that the Customer uses or accesses via Internet Banking and Alfa App such as the bank account or services the Customer accesses, the Customers Debit Card and Credit Card are subject to their own terms and conditions. This agreement (governing the use of Internet Banking and Alfa App) must be read together with, and forms part of each product agreement. In the event of conflict between this agreement and such other terms, the provisions of such other terms will prevail to the extent of the conflict.
36. If Customer unsubscribe his/her Internet Banking and Alfa App Services and then re-subscribe again, Customer shall be charged the subscription charges as per the schedule of the charges of the Bank.
37. All the applicable tax as per governing law shall debited by the Bank.
38. Governing Laws: This Agreement is governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction in the matter.
39. Termination: The Bank reserves the right to terminate your access to the Internet Banking and Alfa App at any time without citing any reasons.
40. Marketing Consent: Customer hereby agrees and accepts that the Bank may send emails or SMS messages at the Customer's email address and or mobile numbers for marketing of the Bank's products and services, which includes latest promotions, new products, and Bank's alliances with marketing partners and other third parties. In this regard and to enable such marketing/promotions, the Customer further hereby authorises the Bank, without any further notice, to share the personal data comprising the names and contact numbers/email addresses of the Customers (except all transactions and account details) with the Bank's marketing partners, agents and other third parties who are engaged by the Bank for the purposes of promoting the Bank's products and services from time to time. The Bank shall take all reasonable measures to ensure that the said data is not misused by any third parties by entering into appropriate confidentiality agreements with all such third parties.



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