



Terms and Conditions governing Bank Alfalah Transact

Bank Alfalah Limited ("BAFL" / "Bank Alfalah"), owns, operates and maintains a website, offering online banking and transaction services in the form of Business Internet Banking (hereinafter referred to as "Bank Alfalah Transact") comprising of operational online facilities and, online trade finance and such other similar services that may be offered in future.

These terms and conditions ("Terms and Conditions") govern the use of Bank Alfalah Transact (as hereon after defined). These are to be read together with the terms and conditions of the relevant Account(s) (as hereinafter defined) which may be accessed through the Bank Alfalah Transact. A Client who avails the Bank Alfalah Transact shall be deemed to have read and accepted these Terms and Conditions. The Client shall ensure that all Users (as hereinafter defined) read and agree to these Terms and Conditions prior to use of Bank Alfalah Transact and BAFL shall be entitled to deem such Users as having agreed to these Terms and Conditions.

The Company acknowledges and agrees to the terms and conditions of the Bank Alfalah Transact User form. The Company shall ensure that its designated/authorized employees/signatories, who shall have the right and access to perform financial/non-financial tasks on/through Bank Alfalah Transact, abide by these terms and conditions. The Company accepts full responsibility/liability for all actions performed by its designated/authorized employees/signatories on/through Bank Alfalah Transact and indemnifies the Bank against any losses/harm incurred as a result of breach of these terms and conditions by the Company or any if its designated/authorized employees/signatories.

DEFINITIONS

In these Terms and Conditions the following words and phrases have the meaning set opposite them, unless the context indicates otherwise:

- a. "Account" means any current or savings account(s) maintained by the Client with BAFL in the name of the Client and nominated on the User Registration Form for operation through the use of the Bank Alfalah Transact.
- b. "Authorizer" means a User allowed by Client to authorize/verify Instructions entered by Maker and to carry out Reconciliation.
- c. "BAFL" means Bank Alfalah Limited, a banking company incorporated under the laws of Pakistan (For the avoidance of doubt, where the context so requires, the term "BAFL" shall be deemed to mean an individual branch or branches of BAFL).
- d. "Bank Alfalah Transact" is the trade name of BAFL's Internet Banking Service.
- e. "Business Day" refers to a day (other than Sunday or a public holiday) on which BAFL's branches are generally open for business during normal banking hours, provided that in the case of trade finance transactions, the particular definition of "Business Day" set out in sub-clause 7.3.1 below shall apply.
- f. "Client ID" or "User ID" means the user identification provided to the client by BAFL to enable the client to access its Account(s) with BAFL through the Bank Alfalah Transact.
- g. "Client Information" refers to the information about the Client obtained by BAFL in connection with the Bank Alfalah Transact.
- h. "Client Password" means such passwords, digital signatures or other means of authentication as BAFL may specify from time to time to be used for the purposes of accessing and issuing Instructions in respect of the Accounts and the Bank Alfalah Transact and includes any and all electric keys, log on identifiers, passwords and others codes and access procedures issued by BAFL from time to time in order to enable the Client to access and/or use the Bank Alfalah Transact.
- i. "Client" means a corporate or business customer of BAFL that registers for use of the Bank Alfalah Transact, (Client term includes partnerships, societies, trusts, associations, single member companies, public and private companies and financial institutions as mentioned in the relevant User Registration Form submitted to BAFL).
- j. "Content" means all text, software (including any html, Java script, Java, CGI script or any other computer code), Music, Sound, Photographs, Video, graphics, graphical user interface, forms, diagrams or other material, used in connection with, incorporated or contained in or presented to the Client through the Bank Alfalah Transact.
- k. "Instruction(s)" means any instructions, orders, directions or requests transmitted through the Bank Alfalah Transact and digitally signed and/or authenticated, whether individually or collectively, with the Client Password(s) in accordance with BAFL's prescribed procedures and requirements and shall include all applications, requests and instructions which have been submitted in electronic form via the Bank Alfalah Transact whether of a financial or non-financial nature.
- l. "Instruments" means payment instruments, including, but not limited to, demand drafts, pay orders and cheques, the issuance of which BAFL may facilitate through the Bank Alfalah Transact from time to time.
- m. "Internet Banking Service(s)" refers to Bank Alfalah Transact which is a digital banking platform through which access is provided to account information, products and other services, including trade finance online services as advised by BAFL from time to time to customers via internet. Such services may be provided by BAFL directly or through its associates or contracted service providers.
- n. "Maker" means a User who is permitted by the Client to initiate transactions through Bank Alfalah Transact.
- o. "On-site Printing" means printing at the premises of BAFL.
- p. "Payment(s)" shall mean payment(s)/transaction(s) made by the Client from the Account(s) through use of the Bank Alfalah Transact and includes but is not limited to Instructions relating to fund transfers, bill payments, Instructions for issuance of instruments, including, but not limited to, demand drafts, pay order and/or cheques.
- q. "Reconciliation" means, in relation to any Payment, the confirmation given by an Authorizer, through the Bank Alfalah Transact after verification of the details, including the transaction amount, the details of the beneficiary(ies) and such details as may be displayed through the Bank Alfalah Transact prior to authorizing a Payment Instruction.
- r. "User Registration Form" shall mean, collectively, the application form for the Service submitted by the Client to BAFL along with application forms submitted to BAFL for the purposes of authorizing new and/or additional User(s) from time to time.
- s. "User" means a person mentioned in the User Registration Form who is authorized and empowered by the Client and accepted by BAFL for the purposes of utilizing the Bank Alfalah Transact on behalf of the Client and includes Maker(s), Checker(s), Authorizer(s) and Viewer(s).
- t. "Website" refers to www.bankalfalah.com which is owned, operated and maintained by BAFL for inter alia offering its Bank Alfalah Transact to its Clients.

A. PRINCIPAL TERMS AND CONDITIONS

1. INTERPRETATION

All references to the singular include the plural and vice versa and the word "includes" should be construed as "without limitation". All Transactions are entered into in reliance on the fact that the Bank Alfalah Transact Online Terms and Conditions and all other terms and conditions specified are to be read together. In this document, all references to the Client and/or User being referred in masculine gender will also include the feminine gender.

2. USE OF BANK ALFALAH TRANSACT

- 2.1. The Client, having provided the required particulars on the User Registration Form, hereby requests BAFL to accept, and irrevocably authorizes BAFL to act upon, all Instructions issued by it or a User that provides the correct Client Password(s), which includes, but is not limited to, Instructions issued during the registration and activation process, usage of features and verification of information and issuance of Client Password(s) for availing any or all of the Bank Alfalah Transact that BAFL may, at its discretion, offered from time to time.
- 2.2. In case the Client is a company, the authority of each Maker and Checker must be evidenced by a board resolution of the Client in form and substance acceptable to BAFL, a certified true copy of which must be deposited with BAFL. In case the Client is constituted otherwise than as a company, the authority of each Maker and Checker must be evidenced by a Power of Attorney or similar mandate acceptable to BAFL issued by the partners, proprietor(s) or other governing body of the Client having substantial power of management and control over the Client.
- 2.3. In the case of User(s) other than Maker and Checker, the Client must submit a Bank Alfalah Transact User Registration Form duly signed by a person empowered to authorize to grant Bank Alfalah Transact access to such User(s) including user with view only rights.
- 2.4. The Client agrees to procure and install, at its own cost and expense, the software, hardware and/or equipment necessary to access and/or use the Bank Alfalah Transact, as instructed or advised by BAFL. In case the software, hardware and/or equipment used by the Client do not meet BAFL's standards and requirements, the Client will be responsible for replacing or rectifying the same.
- 2.5. The Client hereby agrees to comply with all applicable laws when using the Bank Alfalah Transact.
- 2.6. By accepting these Terms and Conditions, the Client hereby represents and warrants that:
 - a. it has the necessary power to enter into these Terms and Conditions and has by all appropriate and required corporate action, if any, authorized entering into and performing its obligations under these Terms and Conditions; and
 - b. its Users are its duly authorized representatives and have been duly authorized by it to issue Instructions through the Bank Alfalah Transact.

The above representations will be deemed to be repeated each time the Client utilizes the Bank Alfalah Transact.

3. RELIANCE ON INSTRUCTIONS

- 3.1. The Client acknowledges that it is the Client's sole responsibility to ensure that, when a User provides Information or gives Instructions using the Bank Alfalah Transact, all information provided and all Instructions given are complete, accurate and correct.
- 3.2. The Client acknowledges that BAFL may accept and act upon any Instruction issued and/or transmitted through the Bank Alfalah Transact (whether actually authorized by it or not) as it is authentic and duly authorized Instructions and that BAFL shall be under no obligation to investigate the authenticity or authority of persons giving such Instruction or verify the accuracy and completeness of any Instruction and that BAFL may treat Instructions as valid and binding on the Client notwithstanding any error, fraud, forgery, lack of clarity, unauthorized use, loss or theft of the devices, instruments, Client Password(s) or other means of access or misunderstanding in the terms of such Instruction(s).
- 3.3. Without prejudice to anything contained in clause 3.2 above, BAFL shall have the right to refuse to process transactions and Instructions which, in its reasonable opinion, appear to be unauthorized or fraudulent. However, without prejudice to the foregoing, BAFL shall be under no duty to investigate the genuineness or authenticity of any Instruction or transaction transmitted through the Bank Alfalah Transact. The Client also understands and acknowledges that BAFL reserves the right to refuse to process any Instructions or transactions which, in its reasonable opinion, are deemed to contravene the terms and conditions governing the Account(s) or are deemed to be contrary to these Terms and Conditions.
- 3.4. If any Instruction is such that it cannot be given effect to unless it is accompanied by required documentation on the part of the Client, BAFL shall not be required to act on the request until it receives such documentation from the Client.
- 3.5. The Client understands and agrees that all Instructions transmitted through the Bank Alfalah Transact shall at all times be legally binding and enforceable against the Client. The Client waives all rights and remedies to challenge or dispute any Instructions executed by BAFL in compliance with these Terms and Conditions.

4. DEBIT AUTHORITY

The Client hereby irrevocably authorizes BAFL to debit its Account(s) for all Payments and Transfers made from such Account(s) via the Bank Alfalah Transact, including for any costs, charges and expenses relating thereto. In case there is insufficient balance in any Account to meet any Instructions for Payments or transfers, BAFL shall not be obliged to honor such Instructions. BAFL shall be entitled to charge fees for access and use of the Bank Alfalah Transact, which shall be posted from time to time in BAFL's schedule of charges and is hereby authorized to recover such charges by debiting the Client's Account(s) without any prior intimation to the Client.

5. SECURITY

- 5.1 5.1 The Client acknowledges that although every precaution has been taken to offer the Bank Alfalah Transact services using all reasonable security measures, there is a risk of unauthorized access to Client information if the Client and/or Users fail to exercise adequate controls over the Client Password(s) and login information. By using the Bank Alfalah Transact, the Client acknowledges that:
 - (i) this risk exists and that BAFL is not liable for any harm or damage that may occur; and
 - (ii) that the use of Bank Alfalah Transact in general entails inherent security risks and that the Client acknowledge and agrees to use the Bank Alfalah Transact subject to such risks.
- 5.2 The Client agrees to install and use any all smartcards, digital certificates and/or digital signatures, ("Security Devices") that may be issued or designated by BAFL from time to time and to comply with BAFL's instructions and procedures regarding the use of the Security Devices, and to ensure that all Instructions and requests to BAFL transmitted through the Bank Alfalah Transact are digitally signed and/or authenticated, whether individually or collectively, with the Security Devices in such manner as required or notified by BAFL. For the avoidance of doubt, the Client acknowledges that BAFL shall be entitled to alter, modify, amend or withdraw any existing Security Device(s) and/or introduce new Security Device(s) from time to time, as it deems fit.

5.3 In the event that the Client wishes to revoke the authorization of a particular User, it shall be the Client's responsibility to immediately disable such User's access by notifying BAFL and providing a written request in this regard. If the Client requires any assistance from BAFL in disabling access of a User, the Client shall give BAFL sufficient time to facilitate such a request, until such time as a User is deactivated, all instructions transmitted through the Bank Alfalah Transact by such User will be binding on the Client.

5.4 Security Precautions

The Client must ensure that:

- a. the Client and all User(s) always keep the Client Password(s) and Security Devices secure. The Client must ensure that Users do not record the Client Password or Security Devices in a way that could make them recognizable by other persons as a Client Password Security Device. In the event that a User writes them down, the Client shall ensure that the User takes sufficient measures to disguise, or secure and keep the confidential. As a precautionary measure, the access to the Bank Alfalah Transact will be blocked after five (05) wrong login attempts;
- b. the Client Password(s) and Security Devices are not disclosed, divulged or shared by the User with anyone;
- c. the Client Password(s) are changed regularly, including when required by BAFL and that the User does not choose a Client Password that has been used before; and
- d. there is no unauthorized use of the Client Password(s) or Security Devices.

5.5 Security Notifications

The Client undertakes to notify and/or contact Bank immediately if it has reason to believe, suspects that or has knowledge of:

- a. Security of Passwords: Client hereby agrees that Client are entirely responsible for maintaining the confidentiality of Client's or Client's user's Password. Client agree to immediately notify the Bank in writing, if your Password is lost, stolen, disclosed to an unauthorized third party or otherwise may have been compromised. Client agrees to immediately notify the Bank of any other breach of security in relation to the Bank Alfalah Transact that comes to be known to Client. Client agrees that Client is entirely responsible for any and all activities that occur using Client or its authorized user's Password whether or not Client or its authorized user undertakes such activities. Client or its authorized user should change their Password regularly;
 - b. Client's Password or Security Device has become known or been revealed to any unauthorized person either within or outside the setup of the Client;
 - c. There has been an unauthorized use of the Client's Password or Security Device; and/or
 - d. Client's Password or Security Device is lost, mutilated or stolen, (in each case, referred to as a "Compromised Security Procedure") and the Client shall immediately cease to use such Compromised Security Procedure until further notice from BAFL. Any such notice ("Security Notification") given verbally or electronically to BAFL must be confirmed in writing by the Client and actually received by BAFL within 24 hours of the verbal notification, failing which BAFL shall not be obliged to act upon the Security Notification. Provided however, regardless of the Security Notification to BAFL, the Client unconditionally agrees and acknowledges that BAFL shall not be liable for any losses or damages that have been caused to the Client due to unauthorized use or missed of the Client Password or Security Device, until the Security Notification is actually received and acknowledged in writing by BAFL and BAFL has effected cancellation of the Compromised Security Procedure. The Security Notification will be delivered to the BAFL Branch which account is maintained.
- 5.6 In the event a Security Notification has been given by the Client, it is the Client's responsibility to identify any valid instructions that have not been processed and to issue further Instructions to Bank, by notice in writing faxed or email or sent by post to Bank, to enable Bank to carry out such Instructions.
- 5.7 The Client acknowledges that Bank shall be entitled to deactivate or revoke the use of any one or more of the Client Password(s) or Security Devices at any time without assigning any reason thereof and without prior notice to the Client.
- 5.8 The Client acknowledges and confirms that it shall be bound by all the Instructions and transactions which are referable to the use of any Compromised Security Procedure until such time as BAFL has received a Security Notification from the Client and has effected cancellation of the Compromised Security Procedure, and accordingly, the Client agrees that it will be liable for all transactions which were processed by BAFL prior to or at the time of such cancellation, or which BAFL, notwithstanding its reasonable endeavors, was unable to stop the processing of.
- a. any transaction resulting from any Instruction made by the Client or purportedly made by the Client and referable to a Compromised Security Procedure and which was processed by Bank prior to or at the time of cancellation of such Compromised Security Procedure, or which Bank, was unable to stop the processing of; or
 - b. any failure by Bank to carry out any Instruction referable to a Compromised Security Procedure which was outstanding at the time Bank cancels such Compromised Security Procedure and which Bank had stopped the processing of.
- 5.9 The Client hereby agrees that BAFL shall not be liable for any damages, loses, expenses or costs whatsoever or howsoever (whether direct or indirect, or whether foreseeable or not) suffered or incurred by the Client as a result of:
- a. any transaction resulting from any Instruction made by the Client or purportedly made by the Client and referable to a Compromised Security Procedure and which was processed by BAFL prior to or at the time of cancellation of such Compromised Security Procedure, or which BAFL, was unable to stop the processing of; or
 - b. any failure by BAFL to carry out any Instruction referable to a Compromised Security Procedure which was outstanding at the time BAFL cancels such Compromised Security Procedure and which BAFL had stopped the processing of.
- 5.10 For the purposes of this Clause 5, an Instruction shall have been "processed" where BAFL had commenced carrying out the Instruction and it is no longer reasonably able to cancel or revoke the transaction without prejudicially affecting BAFL's interests as determined by BAFL in its sole discretion, and an Instruction is "outstanding" where it is at any stage prior to being processed.
- 5.11 Checking your statements: If Client become aware of any transaction on any of Client's Account that has not been validly authorized by Client or its authorized user, Client must notify BAFL immediately by contacting Bank Alfalah Transact support at atsupport@bankalfalah.com (or any other platform BAFL may advise Client from time to time for this purpose). It is responsibility of Client that Client checks all bank statements for any unauthorized transactions.
- 5.12 Other security safeguards: Client must not allow anyone else to operate the Bank Alfalah Transact to any third party or unauthorized user and do not share user-id and passwords. In case of breach of this condition, BAFL shall not be liable for any loss and/or damage which may consequently occur to Client.
- a. Client or its authorized user must not leave the Device unattended while using the Bank Alfalah Transact.
 - b. Client or its authorized user 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 Client or its authorized user's access or obtain access to the Service pretending to be Client or its authorized user.
 - c. Client or its authorized user must comply with any other requirements designed to protect the security of your use of the Bank Alfalah, which are notified by BAFL to Client from time to time.

- 5.13 Shared Facilities: Client is advised not to access the Bank Alfalah Transact provided under these Terms & Conditions by using any device available at a public place or any device which might be shared with others. Such use may expose Client to risks or breach of security, integrity and confidentiality.
- 5.14 System Integrity: Client shall not use any device software or routine to interfere or attempt to interfere with the proper working of the Bank Alfalah Transact or a transaction relating to it.
- 5.15 Virus Protection: Client must take all reasonably practicable measures to ensure that any computer or other device from which Client access the Bank Alfalah Transact 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 Bank Alfalah Transact can be accessed through the internet on personal computers or via public internet cafes over which BAFL have no control. Client must therefore ensure that any computer or other device Client use to access the Bank Alfalah Transact is adequately protected against acquiring Viruses.

5.16 Security:

- a. Client acknowledges that transaction(s) based communications might not be totally secure and despite best efforts there remains the risk of unauthorized access and hacking. Bank therefore, does not assume any liability for unauthorized invasion of the Bank Alfalah Transact by third party or corruption of the data.
 - b. If Client becomes aware of any transaction on any of Client's accounts that has not been performed by Client or its authorized user, Client must notify the Bank immediately by contacting Bank Alfalah Transact support at atsupport@bankalfalah.com or Client's concerned branch within 30 days for such suspicious/disputed transaction, thereafter the Bank shall not be liable for any such suspicious/disputed transactions.
- 5.17 Third Party Cyber Links: Any cyber links available on the Client or its authorized user do not constitute endorsement by the Bank and its affiliates of the opinions or views of such third party. Bank does not verify, endorse, or take responsibility for the accuracy, completeness or quality of the contents contained in such sites. Furthermore, Bank is not responsible for the quality or delivery of the products or services accessed, obtained by or advertised at such sites. 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.
- 5.18 Privacy: Bank Alfalah Limited shall be retaining and using information relating to Client in any manner it deems fit whether such information has been obtained directly from Client or from any third sources. Bank shall endeavor to maintain confidentiality regarding the information at the Bank Alfalah Transact in accordance with the applicable regulations of Central Bank of UAE and any applicable data protections laws. However, such information may be disclosed in the following circumstances:
- a. If disclosure of information is required by Bank as per governing laws and regulations of United Arab Emirates.
 - b. To persons acting as agents or advisors of Bank.
 - c. To any person to whom Bank transfer its rights and duties.
 - d. If so required by law, by regulatory authorities, competent Court of Law, law enforcement agencies or in case may be in accordance with the governing laws & market practices.
- 5.19 Site Material: Nothing on this Bank Alfalah Transact should be interpreted to be any invitation or offer relating to an investment, or to engage in any other transaction. Bank assumes no risk or responsibility as regard use of the contents of the Bank Alfalah Transact, including the information or communication from any cyber linked sites.

6. AVAILABILITY OF BANK ALFALAH TRANSACT

The Client acknowledges that the Bank Alfalah Transact are provided on an "as is" or "as available" basis only and that the time period during which the Bank Alfalah Transact may be available are subject to change. The Client further agrees that BAFL shall be entitled (but shall not be obliged) at any time, at BAFL's sole discretion and without prior notice, to temporarily suspend the operations of the Bank Alfalah Transact for the purposes of updating, maintaining and/or upgrading the Bank Alfalah Transact or any other purpose whatsoever that BAFL deems fit, and in such event, BAFL shall not be liable for any loss, liability or damage which may be incurred by the Client as a result thereof.

B. GENERAL BANKING TERMS AND CONDITIONS

7.1 Payments

- 7.1.1 It shall be the Client's sole responsibility to ensure that sufficient balance is available in the Account(s) prior to submitting any instruction relating to a Payment through the Bank Alfalah Transact and for ensuring the completeness and correctness of the details of the beneficiary. BAFL shall not be responsible for executing any Instructions relating to Payments due to unavailability of sufficient balance in the Account(s).
- 7.1.2 The Client understands and agrees that an Authorizer must perform Reconciliation before authorizing a Payment Instruction through the Bank Alfalah Transact. Once a Payment has been authorized by Client or its authorizer through Bank Alfalah Transact, BAFL shall not be obliged to verify the correctness or authenticity of any information entered by a Maker or Authorizer nor shall it be responsible for any discrepancy in the resultant transaction due to the failure of the Client to authenticate the Instruction through Reconciliation. For the avoidance of doubt, this clause 7.1.2 shall apply equally to any Instructions relating to Instruments.
- 7.1.3 Depending on the type of transaction and provided the Client has adequate available funds in the Account that is to be debited, transactions will normally be executed in the course of the Business Day on which the relevant Instruction is received (In case of Trade Finance Transactions & Real Time Gross Settlement-RTGS), Instruction is received before 3:00 PM) and at the latest by the end of the next Business Day after the correct receipt of the Instruction(s) via the Bank Alfalah Transact. Any Instruction sent during a weekend or on a public holiday will be deemed as having been received on the first following Business Day.
- 7.1.4 The Client acknowledges that Instructions sent to BAFL via the Bank Alfalah Transact will be executed immediately in normal condition, after having been received and can therefore normally neither be changed nor cancelled.
- 7.1.5 The Client shall be liable for any losses/delays due to errors or insufficient or inaccurate information in the Instructions.
- 7.1.6 The Client shall not use or attempt to use Bank Alfalah Transact for Payments without sufficient funds in the relative account or without a pre-existing arrangement with BAFL for the grant of an overdraft. In the event that a Payment is executed without sufficient balance in the Client's Account due to a system error or system glitch otherwise and such Payment results in the Client's Account being overdrawn, the Client agrees to immediately reimburse BAFL for such overdrawn amounts. BAFL reserves the right to set off such overdrawn amounts from other account(s) of the Client or amounts due to the Client in order to reimburse itself, along with any associated costs and expenses.

C. CASH MANAGEMENT TERMS AND CONDITIONS

7.2 Instruments

- 7.2.1 In case the Client chose the option for on-site Printing of Instruments, BAFL shall be duly discharged of its obligations upon posting, dispatching or handing over the relevant Instrument(s) to the representatives of the Client and shall not be liable for any loss or delay in receipt of the Instruments or delay in collection of the same by the representatives of the Client from BAFL's premises, as the case may be.
- 7.2.2 The Client acknowledges and agrees that the specific terms relating to Payments set out in clause 7.1 above apply equally to Instruments.
- 7.2.3 The Client hereby acknowledges and agrees that Instruments issued to its beneficiaries shall be honored only if the Client has carried out Reconciliation and sufficient balance is available in the Account(s) and in accordance with the normal course of banking.
- 7.2.4 Any stop payment and/or cancellation instructions relating to any cheque must be submitted to BAFL through the Bank Alfalah Transact. BAFL shall on receipt, if practically possible/feasible, give effect to such stop payment and/or cancellation instructions at the sole risk of the Client unless payment is already affected in lieu of the cheque required to be stopped/cancelled.
- 7.2.5 The Client agrees, acknowledges and confirms that BAFL shall be required to recognize such stop payment and/or cancellation instructions, only if, it is in a position to inform all its relevant branches in a timely manner and to the extent it is able to confirm that the Instruments in question have not already been presented for payment. The Client agrees that the details provided by it in such instructions shall be accurate, clear and unambiguous.

D. TRADE FINANCE TERMS AND CONDITIONS

7.3 Letter of Credit – Import

- 7.3.1 A request to issue a letter of credit for the acquisition of goods / assets by me / us ("Letter of Credit") or any request for amendment against Letter of Credit shall be made by the Client by submission of the detailed application through the Bank Alfalah Transact. Foregoing shall apply equally to requests for registration of contracts for the import of goods as well as amendments to against these Contracts. In case of Advance Payment and Open account/ consignment payment the Client shall submit documents at least 01 Business Day prior to initiating request through the Bank Alfalah Transact.
- 7.3.2 The Letter of Credit shall be issued with a condition that it must not violate the rules of Shari'ah, in form and substance and with such terms and conditions as BAFL may decide. The Letter of Credit will be expressly subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision, Publication No. 600 of the International Chamber of Commerce, Paris, France) as revised from time to time.
- 7.3.3 The Client shall pay upon demand any amount which BAFL pays under or in connection with a Letter of Credit (whether before or after the expiry date of the Import Credit) together with any outstanding amount, profit, rental, costs, charges and expenses which are incurred by BAFL or for which BAFL becomes liable in connection with the Letter of Credit.
- 7.3.4 The Client accepts and agrees that the Letter of Credit amount may immediately be transferred to the foreign negotiating bank, or to one of its correspondents provided the terms in the Letter of Credit have been complied with. The Client accepts its responsibility to check the documents as soon as they are received from BAFL. In the event that the documents contain any discrepancies and the Client finds these unacceptable, the Client must immediately return the documents in question to BAFL, point out the errors/omissions which are to be rectified. In the event that the Client receives documents containing unacceptable discrepancies but does not return the said documents to BAFL as set out above, the Client shall be precluded from claiming that the documents are not in compliance with the terms and conditions of the Letter of Credit.
- 7.3.5 The Client accepts and agrees that BAFL is not liable or responsible for the form, adequacy, accuracy, genuineness, falsification or legal effect of any document(s), or for the general and/or particular conditions stipulated in the document(s) or superimposed thereon; nor of any document(s), or for the general and/or particular conditions stipulated in the document(s) or superimposed thereon; nor will BAFL for the acquisition of Goods/ assets under the subject Letter of Credit, assume any liability or responsibility for the description, quantity, weight, quality, condition, packing, delivery, value or existence of the goods represented by any document(s) or for the good faith or acts and/or commission, solvency, performance or standing of the consignor, the carriers, the forwarders, the consignees or the issuers of the goods, or any other person whomsoever as stated in the documents presented to the Client in connection with the documentary credit transaction.
- 7.3.6 The Client agrees that the above conditions and provisions shall also govern any and all extensions, increase and/ or other amendments to the terms of the Letter of Credit it that BAFL may be prepared to make pursuant to an Instruction received through the Bank Alfalah Transact. By issuing an Instruction for amendment of an Import Credit, the Client shall be deemed to have agreed and confirmed that such amendment to the Import Credit has been agreed by all beneficiaries of the Import Credit. BAFL will be held responsible where any amendment does not become effective.
- 7.3.7 For the avoidance of doubt, these Terms and Conditions are in addition to, and not in substitution of, the terms agreed between the Client and BAFL in the separate agreement relating to the facility for Letter of Credit.

E. MISCELLANEOUS TERMS AND CONDITIONS

8. ELECTRONIC SIGNATURES

The Client understands that certain facilities available through the Bank Alfalah Transact provide the option to issue certain documents, including Instruments and applications for documentary credits, electronically with facsimile signatures. The Client agrees that such affixing of signature through a mechanical facsimile/lithography process is proper, legal and valid and that any document on which such signature is affixed shall be fully binding on the Client and that BAFL may treat such signatures as though they were written signatures.

9. FOREIGN CURRENCY

- 9.1 If BAFL receives any amount payable to it under these Terms and Conditions in a currency ("first currency") other than the currency ("second currency") in which it is payable (whether pursuant to any order or Judgement or otherwise), the first currency amount received shall only satisfy the Client's obligation to pay the second currency amount to the extent BAFL is able, in accordance with its usual practice, to purchase second currency with the amount of the first currency on the date of receipt (or if it is not practicable to make the purchase on that date, on the first date on which it is practicable to do so). The Client indemnifies BAFL against any loss sustained by BAFL as a result of the amount purchased by it in the second currency being less than the amount due all costs and expenses incurred by BAFL in purchasing the second currency.

9.2 In case of any request relating to any foreign currency transaction made by the Client, the exchange rates quoted by BAFL shall only be provisional and shall be subject to future variations in the exchange rate. The rate at which the transaction is given effect to shall be the effective rate for all intents and purposes.

10. ERROR RESOLUTION

10.1 If the Client notices an incorrect, erroneous or unauthorized transfer of funds using the Bank Alfalah Transact or any other omission, whether on receipt of a periodic statement or otherwise, the Client must immediately inform BAFL at the designated helpline and provide a written confirmation within 45 days of the oral notification through the designated helpline. BAFL may, if it deems fit, conduct an investigation and report its findings to the Client and correct any error, if so required. BAFL reserves the right to correct entries and to recover any amounts due from the Client that have been wrongly credit to the Account(s).

10.2 The Client understands and acknowledges that the Account information available through the Bank Alfalah Transact may not accurately reflect all transactions, as transactions that have not yet been processed may be displayed. Likewise, transactions that have been processed may not be displayed.

11. NO WARRANTY

BAFL does not warrant the results that may be obtained from the use of the Bank Alfalah Transact or the accuracy, adequacy or reliability of any Content obtained through the Bank Alfalah Transact, whether or not such Content is from BAFL or any third party, and BAFL expressly disclaims liability for errors, defects or omissions in the Content. As part of the provision of the Bank Alfalah Transact, BAFL may insert hyperlinks to other internet resources ("Other Sites"). Such hyperlinks are inserted for the convenience of the Client only and are used at the Client's own risk. BAFL does not investigate, monitor or endorse such Other Sites or the contents thereof and does not warrant the accuracy or reliability of the contents of such Other Sites. Notwithstanding any other provision of these Terms and Conditions, no warranty of any kind, implied, express or statutory, including but not limited to warranties of non-infringement of third party rights, title, satisfactory quality, merchantability, fitness for a particular purpose and freedom from computer virus or other invasive or damaging code, is given in conjunction with the Bank Alfalah Transact, the Content and/or the Client Password or Security Devices; it being agreed and understood that the Client shall avail the Bank Alfalah Transact at its sole risk and cost.

12. INTELLECTUAL PROPERTY

The Client acknowledges and agrees that:

- a. all Content is the exclusive property of BAFL and/or its third part licensors;
- b. it is only permitted to use the Content as expressly authorized by BAFL. These Terms and Conditions does not transfer any right, title or interest in the Bank Alfalah Transact or the Content to the Client and it may not copy, emulate, pirate, reproduce, distribute, publish or commercially exploit the Content or create derivative works from the Content without expressly being authorized to do so in writing by BAFL;
- c. the Client may not use or associate the name or marks of BAFL with its own name or refer to BAFL in any advertising or publicity releases or during any of its promotional or marketing activities without the prior written consent of BAFL.

13. LIABILITY

The Client hereby agrees and confirms that BAFL shall in no event be liable for any direct, indirect, incidental, special or consequential damages or economic loss whatsoever or howsoever caused arising directly or indirectly in connection with the Bank Alfalah Transact, any Instruction and/or these Terms and Conditions, including but not limited to:

- a. losses, damages or costs suffered or incurred by the Client arising from or referable to the Instructions given by the Client being incorrect or inaccurate in any manner whatsoever;
- b. losses, damages or costs suffered or incurred by the Client as a result of use of the Compromised Security Procedures by any party;
- c. losses, damages or costs incurred as a result of any prohibition, restriction, delay in use or access of the Bank Alfalah Transact caused by any laws and/or regulations of Pakistan or any other country;
- d. losses, damages or costs incurred as a result of any act or omission of telecommunications providers, carriers and/or internet service providers and/or governmental agencies or authorities;
- e. any error(s) in transmission of the Instructions that might have been transmitted through the Bank Alfalah Transact or transmission by BAFL of any other data or information through the Bank Alfalah Transact; and/or
- f. damages for loss of profits, goodwill, use, data, or other intangible losses (even if BAFL has been advised of the possibility of such damages) arising from or in connection with:
 - i. any use, inability to use or interruption in the use of the Bank Alfalah Transact for any reason whatsoever; or
 - ii. any system, hardware, software, telecommunications, server or connection failure, error, omission, interruption, delay in transmission, or computer virus.

14. INDEMNITY

The Client agrees to protect and fully compensate BAFL and its affiliates, subsidiaries, licensors, suppliers and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, legal fees) caused by or arising from its use of the Bank Alfalah Transact, the Client's violation of these Terms and Conditions or the Client's infringement, or infringement by any User, of any intellectual property or other right of anyone.

15. CHANGES TO THE SERVICE

15.1 BAFL shall have the unconditional and irrevocable right to change, modify, add to or exclude any of the features/modes/services offered by BAFL through the Bank Alfalah Transact. Upon the occurrence of such a change, BAFL shall intimate the same to the Client through its website and/or any other method/mode deemed suitable by BAFL.

15.2 The Client hereby unconditionally and irrevocably undertakes and agrees that BAFL shall have the absolute discretion/right to amend the funds transfer limits (per transaction and per day limits) upon intimation to the Client, which shall not be challenged by the Client on any ground whatsoever.

16. CONFIDENTIALITY

- 16.1 The Client hereby undertakes and agrees that in the unlikely event of the Client obtaining access to any program, data or other information not owned by the Client, the Client shall treat any such programs, data or other information as confidential and that the Client shall not disclose or make any other use of such information and shall immediately notify BAFL of the same. Failure on the part of the Client to comply with the terms of this clause shall constitute a breach by the Client of these Terms and Conditions and the Client shall be responsible for any loss, damage, claim sustained by BAFL in respect of such breach.
- 16.2 BAFL shall take reasonable care to ensure that the Client's information remains protected from unauthorized access and remains confidential. Any disclosure by BAFL of such information to a third party either if necessary for the proper operations of the Bank Alfalah Transact or if required in compliance with any law, orders of any court or other competent authority, shall not constitute a breach by BAFL of its obligations under this clause.

17. MINIMUM BALANCE AND CHARGES

The Client shall maintain at all times such minimum balance in Account(s), stipulated by BAFL from time to time. BAFL may, at its discretion, levy charges for non-maintenance of the minimum balance. In addition to the minimum balance stipulation BAFL may levy service charges for use of the Bank Alfalah Transact, which will be notified by BAFL to the Client from time to time. Any change in such service charges will also be notified to the Client. The Client authorizes BAFL to recover all charges related to the Bank Alfalah Transact as determined by BAFL from time to time by debiting one of the Client's Accounts. BAFL may withdraw the Bank Alfalah Transact, if at any time the amount of deposit falls short of the required minimum as aforesaid and/or if the service charges remain unpaid, without giving any further notice to the Client and/or without incurring any liability or responsibility whatsoever by reason of such withdrawal.

18. NOTICES

Bank and the Client may give notices under these terms:

1. Electronically to the mailbox of either Party.
- b. In writing by delivering them by hand or by sending them by post to the last address given by the Client and in the case of BAFL to the respective branch where account is maintained.

In addition, Bank may also publish notices of general nature on its Website, which are applicable to all Clients. Such notices shall have the same effect as a notice served individually to each Client.

19. TERMINATION

19.1 Termination by BAFL

The Client acknowledges that BAFL shall be entitled:

- 19.1.1 In its absolute discretion to forthwith terminate these Terms and Conditions or to forthwith deactivate or revoke the Bank Alfalah Transact upon 7 (seven) days-notice without any reasons at any time by giving notice in writing;
- 19.1.2 To forthwith terminate these Terms and Conditions without notice, if BAFL reasonably believes that the Client is in default of these Terms and Conditions or any other agreement with BAFL and to forthwith suspend the Client's use of the Bank Alfalah Transact without any notice while BAFL is investigating whether such default may have occurred; the term default shall include malfunctioning or infestation of the Client's computer system with a virus or other malfunctioning or due to its failure to use an appropriate system or software, which is likely to affect the integrity of the Bank Alfalah Transact;
- 19.1.3 To forthwith suspend the Bank Alfalah Transact without any notice due to reasons beyond its control, including due to malfunctioning or disruption of telecommunication systems; or
- 19.1.4 To terminate the Client's access to the Bank Alfalah Transact due to non-payment of any fees that may be prescribed by BAFL from time to time in accordance with Clause 17 of these Terms and Conditions.

19.2 Termination by the Client

- 19.2.1 The Client may terminate these Terms and Conditions and its use of the Bank Alfalah Transact by giving 7 (seven) days' prior written notice to BAFL.

19.3 Consequences of Termination

Any termination of these Terms and Conditions (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination. Without prejudice to the generality of the aforesaid, the obligations under Clauses 7, 9, 10, 11, 12, 13 and 16 shall survive the termination of these Terms and Conditions.

20. RECORD-KEEPING AND EVIDENCE

BAFL may keep records of transactions executed through the Bank Alfalah Transact in any form it wishes. In case of any dispute, BAFL's records shall be binding as the conclusive and best evidence of the transactions carried out through the Bank Alfalah Transact in the absence of clear proof that BAFL's records are erroneous or incomplete.

21. AMENDMENT

BAFL may at its absolute discretion amend or supplement these Terms and Conditions by conspicuously posting notice of such amendment on the Website or by providing written notice to the Client. Continued use of the Bank Alfalah Transact after such notice has been posted on the Website or provided to the Client will constitute acknowledgment and acceptance of such amendment.

22. GOVERNING LAW; DISPUTE RESOLUTION; COMPLIANCE WITH APPLICABLE LAWS

- 22.1 Any dispute, controversy or claim arising out of or in relation to the Bank Alfalah Transact or the breach, termination or invalidity of these Terms and Conditions, shall be settled by arbitration in accordance with the provisions of the Arbitration Act, 1940. The arbitrator shall be appointed by BAFL and the place of arbitration shall be in Pakistan and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Pakistan. The arbitral procedure shall be conducted in English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be the Arbitration Act, 1940. The award of the arbitrator shall be final and conclusive and binding upon the parties, and the parties shall be entitled (but not obliged) to enter judgement thereon in any one or more of the highest courts having jurisdiction. Neither party shall seek to resist the enforcement of any award in Pakistan on the basis that award is not subject to such provisions.

- 22.2 The Bank Alfalah Transact and these Terms and Conditions as well as related applications, agreements, documents, etc. shall be governed in accordance with the laws of the Islamic Republic of Pakistan and the competent courts in Pakistan shall have the jurisdiction to try all suits and other legal proceedings. Further, these terms and conditions are to be interpreted in accordance with Shari'ah principles and practice and they will not violate Shari'ah rules as defined by the Shari'ah Board of the Bank.
- 22.3 The Client hereby agrees that it shall comply with all applicable laws when using the Bank Alfalah Transact BAFL reserves the right to obtain such additional information as it may deem reasonably necessary to ensure that the Client is not using the Bank Alfalah Transact in violation of law, including, but not limited to, laws and regulations designed to prevent 'money laundering' or the transfer of funds to accounts that are blocked under any applicable law.
- 22.4 BAFL accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than that of Pakistan. The mere fact that the Website can be accessed by a person in a country other than Pakistan shall not render the Bank Alfalah Transact subject to the laws of said country or any matter related to hereunder. The Alfalah Transact shall not be available to residents in jurisdictions where the Bank Alfalah Transact cannot be offered without the permission of the State Bank of Pakistan. It shall be the sole responsibility of foreign residents to verify whether the Bank Alfalah Transact can be legally accessed and/or utilized in their respective jurisdiction. The availability of the Bank Alfalah Transact Services does not constitute an offer or a solicitation to use the Bank Alfalah Transact to any person in any jurisdiction where it is unlawful to make such an offer or solicitation.

