

# Alfalah Transact - General Terms and Conditions

By accessing the pages of this website other than the Alfalah Transact Internet Banking Services (the '*Site*'), you agree to be bound by the Terms and Conditions. If you register to access the Alfalah Transact Internet Banking Services, your use of the Alfalah Transact Internet Banking Services shall be governed by the Alfalah Transact Internet Banking Services Terms and Conditions. Before using this Site, you should read carefully the Terms and Conditions.

This Site is operated by Bank Alfalah Limited having registered office Bank Alfalah Head Office, B.A. Building, I.I. Chundrigar Road.

In this document:

- References to '*you*', '*your*' and '*yours*' are references to you, the person(s) accessing this Site.
- References to '*we*', '*us*' and '*our*' are references to Bank Alfalah.
- References to '*Alfalah Transact Internet Banking Services*' are references to the secure pages of this website which require a username and password in order to access them.
- References to '*Alfalah Transact Internet Banking Services Terms and Conditions*' are references to the terms and conditions which govern the use of the Alfalah Transact Internet Banking Service.
- References to '*Terms and Conditions*' shall mean the General Terms and Conditions and the Specific Terms and Conditions (each as defined below).

## Order of precedence

The terms and conditions in this document shall be referred to as the '*General Terms and Conditions*'. From this Site we may provide information or hyperlinks to other websites or pages which may be subject to their own specific terms and conditions including disclaimers ('*Specific Terms and Conditions*').

To the extent that there is any conflict between any of the Terms and Conditions, the following shall be the order of precedence in relation to such conflict:

1. Specific Terms and Conditions; and
2. General Terms and Conditions.

We may change the Terms and Conditions at any time by updating these pages. You agree to review any applicable terms and conditions regularly and that your use of any part of this Site will be subject to any such changes once they are made.

## **Availability of the site, products and services**

The content, including layout, of this Site or products or services available via this Site may be wholly or partially suspended, withdrawn or changed at any time. We reserve the right at any time to immediately suspend the provision of all or any part of this Site to you and/or block your access to this Site.

## **No warranties**

Other than the warranties and representations contained in the Terms and Condition, all other warranties and representations, whether express, implied or statutory are, to the fullest extent permitted by the law, excluded. The use of the Site is at your sole risk.

While we have taken reasonable steps to ensure the accuracy, availability correctness and completeness of the information contained on the Site, information is provided on an "as is" and "as available" basis.

We do not represent or warrant that the Site will be available and meet your requirements, that access will be uninterrupted, that there will be no delays, failures, errors or omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system. You have sole responsibility for adequate protection and back up of data and/or equipment and for undertaking reasonable and appropriate precautions to scan for computer viruses or other destructive properties.

We make no representations or warranties regarding the accuracy, functionality or performance of any third party software that may be used in connection with the Site.

## **Passwords and security**

In order to use the Site or one or more parts of it, you may be required to become a registered user. In order to become a registered user you will need one or more of the following, namely, registered username, password, security device, other security identifier (*'Password'*) in accordance with our procedures in place from time to time.

You must tell us immediately of any unauthorised access to the Site using your Password or any unauthorised transaction or instruction which you know of, or if you suspect someone else knows your Password.

You are wholly responsible for use of the Site by any person using your Password. We reserve the right to suspend access to the Site in the event that we suspect that an unauthorised person is attempting to access the Site using your Password.

## **Third party sites and endorsements**

Where we provide hypertext links to other locations on the internet, we do so for information purposes only. We are not responsible for the content of any websites or pages of third parties linked to or from this Site. Following links to any websites or pages of third parties shall be at your own risk. We shall not be responsible or liable for any damages or in any other way in connection with such linking of those websites or pages.

Links to third party downloadable software sites are for convenience only and we are not responsible nor are we liable for any difficulties or consequences associated with downloading that software. You are responsible for obtaining all necessary authorisations to use such software and we give no implied licence or warranty in relation to the obtaining of or use of such software whatsoever.

No endorsement, approval or responsibility for appropriateness of any third parties or their advice, opinions, information, products or services is expressed or implied by any information on this Site or by any hyperlinks to or from any third party websites or pages.

## **Links to our site**

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## **Intellectual property rights**

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## **Internet and e-mail communications**

Messages sent over the internet (including e-mail) cannot be guaranteed to be completely secure as they are subject to possible interception, monitoring, delay, loss or alteration.

We are not responsible for any such messages nor liable to you or anyone else for any damages or otherwise in connection with any messages sent by you to us or any other party or any messages sent or appearing to be sent by us or any third party to you over the internet (including e-mail). You should not include any sensitive or confidential information in such messages.

## **Our monitoring of communications**

To help us improve our service and in the interest of security, we may monitor and/or record communications (whether over the Internet, telephone or otherwise) between you and us. All recordings are our sole property.

## **Miscellaneous**

Any notice to be given under these Terms and Conditions must be communicated by post, telex, email or facsimile to the address most recently notified by the receiving party. Receipt of notice shall be deemed to occur at the time when the notice would in the ordinary course be delivered or transmitted. If any part of these Terms and Conditions is found by any court or other competent authority to be invalid, unlawful or unenforceable then such part shall be severed from the rest of such terms which shall continue to be valid and enforceable to the fullest extent permitted by law.

## **Exclusion of our liability**

To the extent permitted by law, we shall not be liable for any damage, loss or liability (whether arising in contract, tort, including negligence, or otherwise) arising out of or in connection with (a) your use of this Site; (b) your reliance on or your inability to use the information, products or services on this Site; and/or (c) any failure in performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure to this Site or your use or attempted use of it.

The above exclusions apply to any damage which is direct, indirect, special, incidental or consequential or consists of loss of profits, business, opportunity or data. All of the above exclusions apply even if you have advised us of the possibility of the above types of damage, loss or liability.

## **Your queries**

If you wish to contact Bank Alfalah Limited, please refer to the [Contact Us](#) link which can be found on each page of the Site.