## **Terms & Conditions**

The terms and conditions shall be applicable to the use of the Bank Alfalah Tap & Pay service offered by Bank Alfalah.

## **DEFINITIONS:**

- Card(s) means debit card and/or credit card issued by Bank Alfalah to the Customer which
  is not expired, blocked, suspended or cancelled.
- **Customer** means a person whose debit or credit card has been issued under his/her name by Bank Alfalah and the person authorized to use the card by Bank Alfalah.
- **Default Card** means the card that will be used by default for purchases and/or payments. It is usually the first card registered in Bank Alfalah Tap & Pay and can be changed at any time by customer.
- **Device** means a NFC enabled Android smartphone tablet or Android based smart watches which the Bank, at its sole discretion, determines to be secure and eligible for use with the Bank Alfalah Tap & Pay service.
- **Passcode** means a string of characters or a pattern including biometric identifiers used as a password to access or unlock the Device.
- Bank Alfalah Tap & Pay means the card wallet in Alfa application where the digitized card will be stored and managed. The digitized card and the digital card number associated with the physical card of the customer will be used for Tap & Pay transactions via Alfa application. It allows Customers to make payments through devices using the cards registered on these devices.
- **Digital Card** means the card stored in Bank Alfalah Tap & Pay which is associated with the physical card in possession of the customers.

## Terms and Conditions Bank Alfalah Tap & Pay

- 1. The following Terms and Conditions shall govern the use of the Bank Alfalah Tap & Pay service offered by Bank Alfalah (hereinafter the "Bank"). Bank Alfalah Tap & Pay is a virtual card which enables the Customer and/or any other person authorized by the Customer to make payments at participating merchants who accept contactless payment or where the "Tap & Pay" logo or any other sign communicated by the Bank is displayed allowing real time transfer of peer-to-peer or merchant payments.
- 2. Prior to adding Cards to or use of the Bank Alfalah Tap & Pay service, the Customer must ensure that they have read and understood these Terms & Conditions. Adding or using the Bank Alfalah Tap & Pay service through the Bank's application shall constitute acceptance on the part of the Customer to these Terms and Conditions.
- These Terms and Conditions are in addition to and shall supplement the terms & conditions for use of cards agreed to by the Customer at the time of applying for or issuance of the Cards by Bank Alfalah.
- 4. The Bank shall not be liable for any loss and/or damages whether monetary or otherwise suffered by the Customer resulting from the misuse and/or unauthorized use of Bank Alfalah Tap & Pay due to the Customer's failure to comply with these Terms & Conditions.
- 5. The Bank may, at its sole discretion, accept or reject the Customer's application for subscription to Bank Alfalah Tap & Pay without any explanation.
- 6. The Customer hereby absolves the Bank of any liability, loss and/or damage suffered by the Customer resulting from the Customer's failure to follow the proscribed procedure.

- 7. To subscribe and avail Bank Alfalah Tap & Pay, the Customer must be an existing user of the Bank's mobile application 'Alfa' or download and install Alfa application developed for this Service from the Google Play Store. The Bank shall not be responsible for any loss and/or damage suffered by the Customer or malware due to use of a third party app store or unauthorized APK.
- 8. The Customer shall be solely responsible and liability to maintain the physical security of the device as well as the confidentiality of the device's lock code, personal identification number (PIN), passcode, the Bank application credentials for mobile devices and other means used to access the Bank's Card credentials, any personal information, and other payment information related to the device. The Customer shall also bear full responsibility when sharing the device or the means of accessing the device with any other person, thus enabling that person to use the Cards and access personal information and payment information available through Bank Alfalah Tap & Pay. The Customer must therefore secure the device and credentials in the same way that they maintain their cash, prepaid cards, direct debit cards, credit cards, PINs and other passwords. In addition, the Customer must set up and enable the device lock code feature which requires a fingerprint or PIN code, password or pattern to unlock the device.
- 9. Multiple Cards can be registered for use via the Bank Alfalah Tap & Pay, each of which will be linked separately within the Alfa app. Transactions will be processed based on the image of the card appearing on the device's screen at the time of using the Bank Alfalah Tap & Pay service.
- 10. Customer shall ensure that any device employed for use of Bank Alfalah Tap & Pay is NFC enabled with the latest Android operating system.
- 11. In the event of a breach of the confidentiality of the device or disclosure of the device Passcode (whether authorized or otherwise), the Customer shall be solely responsible for all losses and damages suffered including but not limited to any fees and/or costs attracted resulting from transactions carried out as a result of the breach. If the Customer discloses the Passcode, whether intentionally or unintentionally.
- 12. The Customer acknowledges that they must notify the Bank immediately, requesting the Bank block/deactivate the Cards registered by the Customer for Bank Alfalah Tap & Pay, in the event that the Passcode is compromised or disclosed to another person or entity or in the event of any fraud, loss or theft of the device, by contacting the Bank's Contact Center. The Customer shall be solely liable for any loss and/or damages, whether monetary or otherwise, suffered by the Customer due to delay in or failure on the part of the Customer to request the Bank for immediate deactivation and/or blocking the compromised Cards. It is clarified that deactivation/blockage of the Bank Alfalah Tap & Pay service shall not affect the Customer's use of the physical plastic card for all registered Cards.
- 13. When adding a Card to the Bank Alfalah Tap & Pay service, the Bank will collect certain information from the Customer for the purpose of verifying their identity, in order to enable them to use the Card and to make transactions through Bank Alfalah Tap & Pay.
- 14. The Customer agrees that the Bank may periodically collect and use technical data and related information, including, but not limited to, technical information about the Customer's Device to facilitate the updates to the Bank's services. The Customer also agrees that the Bank may use this information to improve its products or to provide services or technologies to the Customer as long as this is done in a manner that does not personally identify the Customer.
- 15. The Customer may receive push notifications from the Alfa application, reflecting the card account activity, these notifications require the availability of an active data and/or Wi-Fi connection. The said notifications may be displayed on a locked or inactive device screen within the notification tray at the top of the home screen, and they can be displayed even

- when the device is locked. It should be noted that the card account activity displayed through these notifications does not include the Customer's name or account information. If the Customer does not wish to receive push notifications, they may disable them through the device settings or application settings.
- 16. In the event that the Customer deletes one of the cards registered in Bank Alfalah Tap & Pay on any device, the Bank will continue to allow the use of this card on the other devices on which the Customer added the card, If the Customer does not wish to use the card on other devices, they must delete the card manually from the other devices.
- 17. The Bank Alfalah Tap & Pay service is not available on rooted Android Devices. The Customer must use the original Android OS to be able to use Bank Alfalah Tap & Pay.
- 18. The Customer acknowledges that all the transactions carried out through Bank Alfalah Tap & Pay have been made by the Customer and they have the legal force of official documents, and can be used as conclusive evidence against the Customer. The Customer also declares that the Bank shall not bear any responsibility resulting from any of the transactions carried out through Bank Alfalah Tap & Pay, whatever their type or source, as long as they have been processed according to these Terms & Conditions.
- 19. The Bank shall not be responsible for any damage that the Customer may suffer as a result of communication networks or poor transmission and/or reception. In addition, the Bank shall not be responsible for any deliberate malfunction resulting from hacking the Customer's device.
- 20. The Bank has the right to suspend and/or temporarily block or cancel Bank Alfalah Tap & Pay if the Customer breaches their contractual obligations with the Bank according to usage of their card.
- 21. The Bank has the right, at any time and without prior notice, to amend, add, change and/or cancel any digitized cards provided within Bank Alfalah Tap & Pay, or to do the same in respect of the software used in Bank Alfalah Tap & Pay after informing the Customer.
- 22. In the event that the Customer no longer desires to utilize or use Bank Alfalah Tap & Pay, the Customer shall delete the Card(s) created using Bank Alfalah Tap & Pay which shall signify discontinuation of Bank Alfalah Tap & Pay usage by the Customer against the respective card(s).
- 23. The Bank is not obliged to issue any notifications of the executed transactions, and the Customer cannot cancel an order executed through Bank Alfalah Tap & Pay. These transactions are considered to have been made with the consent of the Customer.
- 24. If the Customer receives a text message from the Bank in error, the Customer acknowledges that the Bank shall not be liable for any damage or incur any liability as a result of that.
- 25. The Bank shall not bear any responsibility in the event of irregular or interrupted service or inaccuracy in the information extracted through it.
- 26. The Bank has the authority to stop and/or block any service(s) provided to the Customer in cases where the Bank suspects the authenticity of the orders or transactions that the Customer carries out using the Cards, mobile phones, the Internet, or any other means of transacting, or where the Bank suspects any data breach, without any responsibility on it, provided that the Customer is notified of this. The Bank uses all the possible security means to protect the Customer from the risks of open communication networks, the Bank shall not be responsible for any damage that the Customer may suffer as a result of the risks arising from the use of these networks and the Customer alone shall bear all risks resulting from the use of Bank Alfalah Tap & Pay they requested.
- 27. The Customer acknowledges the accuracy of the Bank's records, agrees to consider them as conclusive and binding evidence in this respect, and final.
- 28. The Customer declares that all types of electronic transactions related to all banking transactions are correct and admissible as evidence against the Customer and that they

may not be objected to in any way. The Customer hereby irrevocably waives their right to challenge these electronic transactions in the future or challenge their accuracy. The Customer also understands that electronic transactions include but are not limited to data, texts, images, shapes, symbols, sounds, databases, computer software, electronic data exchange process, information messages, electronic records, electronic contracts, electronic signatures, information processing systems, faxes and e-mail. The Customer agrees that the mere dispatch of an information message to the Customer is considered decisive evidence of the Customer's receipt of the same and such message shall have full legal effect against the Customer.

- 29. In the event that Customer clears device's memory or Alfa application's cache memory or Alfa application gets re-installed by the Customer, then the Customer shall be required to re-enroll for the Bank Alfalah Tap & Pay service.
- 30. These Terms and Conditions shall govern by laws of Pakistan and subject to exclusive jurisdiction of Pakistani Court.