

## Access Banking Terms and Conditions

These terms and conditions set out below govern, use of HBL Microfinance Bank Ltd (HBLMFB) formerly known as The First MicroFinanceBank Limited (FMFB) Mobile Application (Application) branded as Access Banking (AB), access by the “Customer” (In case of the Corporate Entity Customer same shall be applicable to the authorized person/user of the Corporate Entity), online access to our services and shall operate as legally binding agreement between customer (you, client) and HBL Microfinance Bank Ltd Formerly known as The First MicroFinanceBank Ltd (us, Bank) for governing our (Customer & Bank / parties) relationship. These Terms and Conditions shall be deemed as customer consent for performing allowed set of transactions through HBLMFB formerly known as FMFB Mobile Application

### In these Terms and Conditions:

- **“Account”** means the bank account held or to be held with the Bank in the name of the Application User
- **“Bank”** means that branch of HBL Microfinance Bank Ltd (HBLMFB) formerly known as The First MicroFinanceBank Limited (FMFB), which holds the Account.
- **“Application”** means HBLMFB (formerly known as FMFB) Mobile Application branded as Access Banking (AB).
- **“Application User”** means the person having power alone to operate the Account in accordance with the Bank mandate in respect thereof.”
- **“PIN”** means the Personal Identification Number or an encrypted number, which the Application User uses from time to time with the Application.
- **“Transaction”** means any Electronic Funds Transfer or Payment made using the Application, or any refund arising in connection with the use of the Mobile Transaction in any authorized manner for debit or credit to the Account.

### Scope:

These terms and conditions govern our relationship regarding the Application. HBLMFB (formerly known as FMFB) 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 Web site. These terms and conditions shall be in addition to and not in derogation of the terms and conditions that are applicable to any Account, Product(s) and Services provided by/ maintained at /with HBLMFB (formerly known as FMFB).

### Security of Passwords:

You agree that you are entirely responsible for maintaining the confidentiality of your password. You agree to immediately notify us if your password is lost, stolen, or otherwise may have been compromised. You agree to immediately notify us of any other breach of security in relation to the Application 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.

**Contents & Services:**

We reserve the right to change or discontinue the contents and services made available on the Application at any time.

**Shared Facilities:**

You will not access the services provided to you under these Terms & 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 Application. You will not leave your System unattended while you are logged online to the Application and make it sure that you have logged off after each session.

**Availability:**

All products/items and services provided at the Application are subject to availability. Products/items and services are illustrated, some of the products/items/services obtain/avail by HBLMFB (formerly known as FMFB) from the 3rd party vendors/ service providers so these may differ in size or colour and functions; HBLMFB (formerly known as FMFB) shall not be responsible in this regard.

**System Integrity:**

You will not use any device, software; or routine to interfere or attempt to interfere with the proper working of the Application or a transaction relating to it.

**Virus Protection:**

You must take all reasonably practicable measures to ensure that any Mobile or other device from which you access the Application is free of any 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 Application can be accessed through the internet while surfing which we have no control. You must therefore ensure that any device you use to access the Application is adequately protected against acquiring Viruses.

**Security:**

(a) You acknowledge that internet-based communications might not be totally secure and despite best efforts there remains the risk of unauthorized access and hacking. HBLMFB (formerly known as FMFB), therefore, does not assume any liability for unauthorized invasion of the Application by third party or corruption of the data.

(b) If you become aware of any transaction on any of your accounts that have not been performed by you, you must notify us immediately in writing by contacting your concerned HBLMFB (formerly known as FMFB) Branch handling your account or by calling our Contact

Center on 0800-FIRST (34778) immediately for such suspicious/disputed transaction(s), thereafter Bank shall not be liable for any such suspicious/disputed transaction(s).

#### **Charges:**

The Application User agrees that charges, fees, duties, levies and other expenses (collectively the charges) will be charged by the Bank for enabling and usage of the Application. The usage shall include electronic funds transfer(s) and payment also where customer shall be liable to pay all applicable fees, taxes, duties and/or notification/alert charges as and when any electronic funds transfer will be occurred in customer account as per Electronic Funds Transfer regulation of the SBP. The Application User agrees to pay and reimburse the Bank all or any of such charges immediately upon demand. Such charges will be changed from time to time at the discretion of the Bank and it is the Application User responsibility to obtain the prevailing rates of such charges from the Bank branch nearest to him/her. All charges are non-refundable unless otherwise indicated by the Bank. All the charges of Mobile Application usage shall be charged as per Bank Schedule of Charges (SOC) (if any) which can be visited on Bank website i.e. [www.hblmfb.com](http://www.hblmfb.com)

#### **Total Usage:**

The total amount of any Transactions carried out in any one day shall be limited to such amounts and by such other conditions as shall be notified in writing to the Application User by the Bank from time to time with effect from the date of such notice. The Application User is not authorized to enter into Transactions using the Application to a value in excess of the credit balance (if any) of the Account from time to time. If the Bank is asked to authorize a Transaction, the Bank may take into consideration any other transactions which have been authorized but which have not been debited to the Account (and any other transactional activities upon the Account) the limits and other conditions referred to in these Terms and Conditions and if the Bank determines that there are or will be insufficient available funds in the Account to pay the amount that would be due in respect of such a Transaction, the Bank may, in its own absolute discretion, refuse to authorize such Transaction, in which event such a Transaction will not be debited to the Account. The Bank shall not be liable for any loss resulting from any such refusal to authorize any Transaction. The Application User may utilize the limit associated with the Mobile Application (if any) (as given in below table) for the Electronic Funds transfer to any other Bank's account; however the associated govt. taxes, fees and notification/alert charges in lieu of Electronic Funds Transfers will be applicable as per Banks SOC (if any):

Transaction Type	Description	Max No. of Transactions Per Day	Max Per Transaction Limit
Local Funds Transfer	(Conventional	10	PKR. 500,000/-

Accounts)		
Local Funds Transfer (Mobile Wallets)		PKR. 10,000/-
Inter Bank Funds Transfer (Conventional Accounts)	10	PKR. 250,000/-
Inter Bank Funds Transfer (Mobile Wallets)		PKR. 10,000/-
Mobile Top Ups	5	PKR. 500/
Utility Bills Payment		Bill Amount

\*Only one local transfer will be allowed in a single account/ wallet in a day meaning that customers may be able to transfer funds in 10 different accounts/wallets within the prescribed transaction /per day limit defined above.

\*Only one inter-bank fund transfer will be allowed in a single account/ wallet in a day meaning that customers may be able to transfer funds in 10 different accounts/wallets within the prescribed transaction /per day limit defined above.

\* Only one mobile top-up will be allowed on a single mobile number in a single day.

#### **Application Material:**

Nothing on this Application should be interpreted to be an invitation or offer relating to an investment or to engage in any other transaction. HBLMFB (formerly known as FMFB) assumes no risk or responsibility as regards use of the contents of the Application including the information or communication from any cyber linked sites.

#### **Copyright and Trademark:**

All contents of the Application including contents within the Application, such as text, graphics, shortcuts, images and software ("Materials") is the exclusive property of HBLMFB (formerly known as FMFB). HBL Microfinance Bank Ltd Formerly known as The First MicroFinanceBank Limited authorizes you to view and use the Materials of this Application 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 Portal are the property of HBLMFB (formerly known as FMFB). Nothing on the Application should be construed as granting any license or right to use any mark or logos without written permission of HBLMFB (formerly known as FMFB).

#### **Privacy:**

These terms and conditions govern our relationship regarding the Application. HBLMFB (formerly known as FMFB) 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 Web site. These terms and conditions shall be in addition to and not in derogation of the terms and conditions that are

applicable to any Account, Product(s) and Services provided by/ maintained at /with HBLMFB (formerly known as FMFB).

- If disclosure of information is required by HBLMFB (formerly known as FMFB) in any litigation or proceedings before a public authority relating to the Application.
- To persons acting as agents or advisors of HBLMFB (formerly known as FMFB).
- To any person to whom HBLMFB (formerly known as FMFB) transfers its rights and duties.
- 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 & market practices.

**No Warranties:**

Although due care is taken but HBLMFB (formerly known as FMFB) makes no representation or provides any warranty whether express or implied as regards the completeness of any information accessed from the Application.

**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.

**Entire Agreement:**

This is the entire Terms & Conditions/Agreement between the parties relating to matters contained herein and shall not be modified except in writing.

**Force Majeure & System Availability:**

- HBLMFB (formerly known as FMFB) shall not be liable in any manner for failure to perform under these Terms & 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.
- HBLMFB (formerly known as FMFB) shall take reasonably practicable steps to have the HBLMFB (formerly known as FMFB) Online View Service available for use. You accept that in case of routine maintenance or excess demand on the systems and circumstances beyond HBLMFB (formerly known as FMFB) control, it may not always be possible for the HBLMFB formerly known as FMFB Online View to be available during its normal operating hours.

**Disclaimer:**

The Application 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 Application or the nature or accuracy of the information included in the Application is being furnished. HBLMFB (formerly known as FMFB) and its affiliates will not be liable for any damages of any kind arising from the use of the Application or arising from any alleged negligence of the HBLMFB (formerly known as FMFB) including, but not limited to direct, indirect, incidental, punitive, and consequential damages.

**Disclosure:**

The Application User authorizes the disclosure to any company within the Bank group of companies, to any third party processors, service providers and/or services provider firms utilized by the Bank from time to time. Such information shall include but not be limited to the Application User details, the Application, the Account and any Transaction as the Bank considers in its sole opinion to be necessary or desirable. The Bank may also disclose such information in relation to the Application User, the Application, the Account or any Transaction as may be required by law, practice or usage.

**Data Integrity:**

You acknowledge that in case any dispute arose between you and HBLMFB (formerly known as FMFB) as regards the correct version of any records to which you would be having online access, the records as reflected in the database of HBLMFB (formerly known as FMFB) itself and certified by an officer of HBLMFB (formerly known as FMFB) to be correct, shall prevail.

**Release:**

You hereby release and forever discharge HBLMFB (formerly known as FMFB) 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 Mobile Banking 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 Application or otherwise relating to it.

**Transaction:**

HBLMFB (formerly known as FMFB) shall not be required to independently verify any transaction performed at the Application ("transaction"), if you perform any transaction (of what so ever nature) which may be erroneous due to any incorrect parameter/data entered by you, HBLMFB (formerly known as FMFB) shall not be responsible in any case for refund/return of transfer and disclaims any/all liability in this regard..

**Authenticity:**

HBLMFB (formerly known as FMFB) shall have no obligation to verify the authenticity of any transaction done by you other than your Login and Password and neither HBLMFB (formerly known as FMFB) nor its officers or Affiliates shall be liable for any unauthorized transactions occurring through the Application. You hereby fully indemnify and hold HBLMFB (formerly known as FMFB) 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.

**Services:**

Application and its Services provided by HBLMFB (formerly known as FMFB) shall vary as per Customer's Account, Product(s) and Services availed by the Customer.

**Financial charges:**

HBLMFB (formerly known as FMFB) 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 HBLMFB (formerly known as FMFB) 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 HBLMFB (formerly known as FMFB) for such charges.

**Tax/Fee:**

All the applicable tax/fee/levies as per governing laws shall be debited by the HBLMFB (formerly known as FMFB).

**Fingerprint Access to Application:**

Fingerprint Access to Application: Using fingerprint you may quickly sign in to the HBLMFB (formerly known as FMFB) Mobile Application. Once fingerprints authentication is enabled you can access your device anytime through the functionality. Any fingerprints stored on this device can be used to access HBLMFB (formerly known as FMFB) Mobile Application. We do not recommend using fingerprint authentication if you share your device with any person or other persons have their fingerprints stored on this device. HBLMFB (formerly known as FMFB) doesn't store your fingerprints.

**Customer's Responsibilities and Representations:**

The Customer irrevocably and unconditionally undertakes to ensure the following:

- The SIM of the mobile number provided by the Customer for use of HBLMFB (formerly known as FMFB) Mobile Banking Services shall be registered in the name of the Customer.
- The PIN and Security Codes are kept confidential.
- To not let any unauthorized person have access to the mobile phone, the PIN, and Security Codes.
- To not leave his/her mobile phone unattended. Someone having access to the Customer's personal information, Security Codes and/or PIN, may use it wrongfully.
- In any circumstances not to store the PIN or Security Codes on his or her mobile phone.
- To regularly change his or her PIN and Security Codes and avoid using easy-to-guess passwords and easily available personal information like birthdays, nicknames, mother's maiden name or consecutive numbers.
- To ensure that the mobile or other electronic device being used to access the Account does not contain any spyware, worms, key logger, Trojans etc. that could result in a security breach of the Customer's personal information or Security Codes.
- Under any circumstances not to give PIN and Security Codes in response to a voice call on their mobile phone that claims to be from the Bank.
- Under any circumstances not to enter his or her PIN or Security Codes on any website, link received in an SMS or email, or on any other medium which asks for his or her personal credentials until or unless a request is initiated by the customer himself.
- The Customer indemnifies the Bank from any loss or damage accrued due to any breach of terms and Conditions, negligence or inaction by the Customer, or due to any network disruption occurring at the cellular service provider end.

**Termination:**

HBLMFB (formerly known as FMFB) reserves the right to terminate your access the Mobile Banking Application at any time without citing any reasons.