

FirstPay Branchless Banking Terms and Conditions

These Terms and Conditions apply to the registration of users as the FirstPay Branchless Banking Customers and subsequent use of the Firstpay Branchless Banking Services (the service) under the agreement digitally or physically signed/ agreed/ acknowledged by the Customer with HBL Microfinance Bank Ltd(herein HBL MfB);

1. In order to get registered for FirstPay Branchless Banking (BB)

1.1. Be a Pakistani national of 18+ years of age

1.2. Have a valid CNIC/NICOP or SNIC

1.3. Comply with the other criteria laid down by the State Bank of Pakistan including those set forth in the Branchless Banking regulation

1.4. Have to accept these Terms and conditions governing the use of the Service

1.5. The customer can call at the contact center for suspension of account, the blocking of funds or wallet management as per customer's requirement

1.6. Have an active and valid Mobile Number registered in the name of customer against a Biometric verified SIM issued by any Telecom Service which has to register with HBL MfB for availing services (hereinafter referred to as "Registered Mobile Number/SIM/ RMN", in order to use certain facilities which form part of the service and which involve the use of mobile phones by customers to undertake transactions

1.7. Customer confirms that mobile number provided for the opening of Mobile Wallet is his/her ownership and usage and he/she will keep it with his/her name until he/she is using FirstPay Services

1.8. The information provided by the customer is accurate for passwords/credentials when he calls

2. Have already accepted the Terms and Conditions regarding the usage of services of FirstPay offered to Branchless Banking customers of HBL MfB with only authorized transactions under a customer-service agreement confirming that;

2.1 The information provided by the customer is correct and accurate

2.2 The customer shall be liable for and accepts the responsibility of all the transactions done from his mobile account number

2.3 The customer undertakes to abide by the Anti-Money Laundering (AML), Combating terrorist Financing (CFT) and BB regulations

2.4 The customer agrees to update the KYC/CFT as per the SBP regulations

2.5 HBL MfB is authorized to block the account/suspend the service if the mobile account violates the SBP`s/ PTA`s rules & regulations

2.6 The customer authorizes HBL MfB to share his confidential data including his transaction record if required by any Court/Law Enforcing Agency/Authority

3. HBL MfB at its sole discretion may accept or reject request for registration. In case request of the customer is accepted for availing the Branchless Banking services, HBL MfB will open a branchless banking account in the name of the customer and may issue an account number.

4. The Branchless Banking account shall function as a Current Deposit Account.

5. HBL MfB - Branchless Banking Account shall possess a distinctive number, which shall be used in all correspondence relating to the services

6. Only one Branchless Banking Account will be opened per CNIC and registered mobile number.

7. If the customer notices an error in the information supplied to HBL MfB either in the registration form or any other communication, He/she shall immediately inform HBL MfB through contact 0800 - 42563 or by contacting HBL MfB so as to allow HBL MfB to correct the error wherever possible on a "reasonable efforts" basis.

8. In order to use the service(s), the customer must be registered for the FirstPay services.

9. The customer must keep his/her registered SIM active in his/her own name to avail branchless banking service which involve the use of a mobile phone by customer to undertake transactions.

10. All instructions for operating the account and availing the services shall be given by the customer ("Customer Instructions") in the manner prescribed by HBL MfB The customer shall be responsible for accuracy, completeness and authenticity of the funds received into the FirstPay Wallet & payment instructions provided to HBL MfB and/or its agents/service providers and the same shall be considered to be correct and sufficient to operate the accounts.

11. The customer accepts that the confidential information provided by the users can be stored for the audit purposes and could also be shared with its service providers. The customer also accepts that the device information for FirstPay i.e. IMEI etc. could also be stored by the HBL MfB for the purpose of log management.

12. Customer authorizes the FirstPay authorities to share the data with its service providers for log management and marketing campaigns.

13. For user registration, the customer accepts the registration and fills the required information fields. HBL MfB will send the 4 digit OTP once the pre-requisites are completed. The customer shall select a 6 digit Password (alphanumeric) at the time of registration of service in order to access his /her Branchless Banking Account.

14. The customer must have sufficient funds available in his/her account to complete requested transactions. In case of insufficient funds HBL MfB have the absolute right to decline any authorization relating to the transaction.
15. In case the request of customer for customer availing services exceeds/breaches the prescribed limit for branchless banking accounts (Transaction Limited), HBL MfB shall have the right to reject said transactions/ request.
16. The registered Branchless Banking account is an access mechanism, to customer account; therefore in case mobile phone or SIM of registered mobile number is lost/stolen/snatched the customer shall immediately inform HBL MfB to Block the FirstPay. Upon receipt of this information, HBL MfB will block the Branchless Banking account temporarily.
17. HBL MfB at its discretion may amend, add or remove any of the facilities offered under the BB services and the Terms & Conditions, without prior intimation to the customer.
18. The customer hereby undertakes and agrees not to use or permit to use the Services provided under these Terms & Conditions for any illegal or unauthorized purposes and shall comply with all applicable terms and conditions, laws and regulations governing the Branchless Banking accounts and electronic fund transfer.
19. The customer shall be solely responsible for any illegal funds transfer and money laundering activity carried out through his/her account.
20. The Customer shall at all times be liable to pay to HBL MfB for any amount transferred to his branchless banking account in excess of his rightful ownership be it due to system error or due to technical glitch and HBL MfB will also have the right to mark debit / recover the involved amount from the account of customer.
21. The Provision of Branchless Banking service is subject to all applicable charges & taxes.
22. The security of the PASSWORD must not be endangered or compromised by choosing a PASSWORD that can be easily guessed, such as the four(4) digits of the same numbers such as (1111) or numbers in sequence (such as 1234)
23. The customer must not under any circumstances store his/her PASSWORD (or pass code) on his/her handset (mobile) carrying Registered Mobile Number/SIM. If the customer's handset automatically stores his/her PASSWORD (or pass code), the ONUS shall be on customer to delete the same.
24. The customer irrevocably and unconditionally undertakes to ensure that the PASSWORD and other confidential information are kept confidential and not to let any other person have the access to the mobile phone and the login PASSWORD.
25. The Customer shall take all necessary precautions to prevent unauthorized and illegal use of

their accounts.

26. If the customer believes that his/her account has been accessed without his/her knowledge or consent, or that is that his/her PASSWORD has been fraudulently used, he (she) shall contact HBL MfB Contact Center 0800-42563 or immediately to block the account. The customer may also lodge a complaint at his/her nearest HBL MfB branch.

27. HBL MfB through its Branchless Banking platform "FirstPay" will inform the customer regarding the Branchless Banking transactions through his/her registered email or registered post at last known mailing address or through SMS at his/her registered mobile number. The customer shall ensure to keep his/her registered mobile number active and to keep the HBL MfB informed about any changes in his/her email, correspondence address or registered mobile number. However, HBL MfB cannot guarantee the delivery of an SMS at the customer handset and HBL MfB shall not be responsible for any loss, expense, and claim or damage whatsoever arising from any delay or failure of SMS to reach the customer due to any issue at the Telecom Operator's end.

28. HBL MfB shall not be liable if anyone gets access to the Customer's PASSWORD and SIM with HBL MfB's registered Branchless Banking account numbers and the customer fails to inform HBL MfB immediately. The transactions received at the HBL MfB with proper Password are deemed authorized & will be considered legitimate and acted upon by HBL MfB. HBL MfB will accept no liabilities and shall not be liable for the claim & compensation against customer's loss.

29. The customer registered phone/SIM shall only be used by the customer and he/she shall take all necessary precautions and care to ensure that the same are not misplaced, lost, stolen or theft. If customer's registered phone/SIM is lost or stolen the customer shall immediately notify his/her mobile operator to block and prevent misuse of the SIM. The customer shall also promptly notify HBL MfB Contact Center 0800-42563 to block the access to his/her account.

30. The customer shall be solely responsible and HBL MfB shall not be liable for any loss (direct, indirect and consequential) if access is gained to the customer's account through forgery, theft or divulgence of PASSWORD by the consumer.

31. The technology for enabling the transfer of funds and other services offered by HBL MfB could be affected by issues relating to telecommunication networks and accounts and services may be interrupted/ made unavailable by natural calamities, force majeure, legal and/or regulatory restraints, faults in the telecommunication networks, network failure, or any other reason beyond the control of HBL MfB . The account could also be affected by virus or other malicious, destructive or corrupting code, program or macro at the customer end.

32. The transaction for transfer of funds or payments to affiliates as per customer instruction may

not be completed as requested for various reasons, including, but not limited to those specified in the preceding paragraph. In all such cases the customer shall not hold HBL MfB responsible in any manner for the said transaction and contracts and the customer's sole recourse in this regard shall be with the beneficiary of the transaction.

33. HBL MfB shall not be liable for anything done in good faith for any damages whatsoever whether such damages are direct, incidental, consequential and irrespective of whether any claim is based on the loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by the customer, supplementary user or by any other person.

34. In order to keep the transactions secure, HBL MfB shall consider only those transaction requests which shall be made from FirstPay registered mobile number.

35. HBL MfB will never ask for the customer's login PASSWORDs; the customer shall not share his/her PASSWORD and/or pass code with anyone, including HBL MfB staff, other agents under any circumstances.

36. If the customer registers a mobile number with his/her account and provides access thereof to any other individual the bank is not liable for any misappropriation or fraudulent activities by other individuals.

37. By using the service, the customer authorizes to HBL MfB to debit his/her accounts with all applicable charges as per the Schedule of Bank Charges (SOBC) and government levy or tax that is in force and applicable at the time of transaction whether or not communicated to the customer in Schedule of Charges (SOC) of HBL MfB . The transfer fees will be applicable as mentioned in SOC which is available at HBL MfB its website www.hblmfb.com or in the branches of HBL MfB .

38. The customer will be liable for all transactions that have been conducted from to his/her account through registered FirstPay using the PASSWORD (and/or Pass Code)

39. In case HBL MfB could not debit the charges for the services, it reserves the right to recover such charges subsequently from Branchless Banking Account. If sufficient funds are not available in Branchless Banking account, then HBL MfB formerly may terminate the services until recovery of said charges/fees. If there are any transactions or fees still unpaid by the customer after the services is terminated, the customer shall be liable for the full outstanding amount owed to HBL MfB , and HBL MfB reserves the right to recover any unpaid fees/charges & FED & levies from any account of the customer maintained with the HBL MfB .

40. The customer agrees to use the service at his/her own risk and HBL MfB shall not be liable for any loss or damage whatsoever, unless such loss or damage arises from gross negligence or

fraud on part of HBL MfB or its staff.

41. The customer indemnifies HBL MfB against any claims by third parties or loss suffered by HBL MfB arising from the use of the service by the customer.

42. The customer shall be responsible for giving correct information and instructions when setting up beneficiaries and making payment to beneficiaries. HBL MfB shall not be responsible for any loss or damage caused due to customer's error, either in setting up the beneficiary or in making payments. HBL MfB shall also not be liable for payments made by the customer to unintended recipients/beneficiaries if the customer gives wrong information to HBL MfB . HBL MfB shall also not be responsible for verification of identity of the recipients/beneficiaries. If the funds are transferred to the account of unintended recipients due to incorrect instructions of the customer, HBL MfB will not be able to reverse the incorrect transaction/payment without specific consent of the beneficiary. In such scenario HBL MfB could only pass on customer's instruction to the beneficiary or his/her bank but HBL MfB shall not be responsible to get the transaction reversed nor will be liable for any loss, claim , damages or expenses suffered by the customer.

43. The customer shall be responsible for supplying correct contact details of the recipients, and the customer agrees to use the service at his/her own risk. Notice of confirmation of payment to the recipient does not warrant that the recipient has received the payment or has access to the funds. HBL MfB accepts no liability whatsoever, and customer indemnifies HBL MfB against any loss, expense, claim or damage that the customer or a third party may suffer, whether direct, indirect or consequential, arising from the use of this service, or arising from any delay or failure by HBL MfB to send an email, or SMS. HBL MfB makes no representation or warranty, whether express or implied, as to the operation and functionality of the service or the accuracy and integrity of the transmitted information. The service is subject to the applicable charges as per medium used to notify the recipients of payments made to them. The customer can find the details of these fees from SOC of HBL MfB calling the HBL MfB Contact Center on 0800-42563 or visiting the nearest HBL MfB branch.

44. HBL MfB may terminate, suspend or withdraw the services if;

44.1. The PASSWORD is compromised

44.2.If CNIC/NICOP or SNIC of the customer is not verified from NADRA

44.3.The customer does not adhere to these Terms and conditions

44.4.The customer uses the service for illegal purposes

44.5 HBL MfB received any intimation through Court Order, Law Enforcement Agencies or Regulator etc. to terminate/suspend/freeze the account.

45. HBL MfB reserves the right to terminate the services of the consumer immediately without any notice to the consumer in case of suspected fraud, if compelled by law or highlighted by any concerned authority. Upon termination of services, the customer shall be liable to pay/settle fee/charges etc. any pending charges with respect to all transactions carried out on his/her instructions. HBL MfB reserves the right to recover the charges/fees etc. from the customer.
46. The customer shall not disclose his/her account related or personal information with anyone in order to avoid any unauthorized access to his/her account.
47. All transactions, fees and charges recovered from the customer will be shown on customer wallet, statement or can be obtained from HBL MfB Back- end operation through Contact Centre 0800-42563.
48. HBL MfB may amend these Terms and Conditions from time to time or the services and are deemed accepted by the customers after revision while using the application. The revised Terms and Conditions will be available in FirstPay application, the branches of HBL MfB or can be seen through the application/ HBL MfB website www.hblmf.com.
49. HBL MfB may communicate any amendments, additions or removals to the service to the customer through various means, including SMS and in- app intimations.
50. Any failure by HBL MfB to enforce its rights will not constitute a waiver of such rights.
51. The customer shall not cede, assign or transfer in any way of the rights and obligations pertaining to the customer in terms of the service to any other person or entity without the express and prior written consent of HBL MfB.
52. These Terms and Conditions are to be read together with HBL MfB's general Terms and Conditions governing accounts. If there is a conflict between these Terms & conditions and the General Terms & Conditions governing the account, these Terms and Conditions will prevail. Notwithstanding anything to the contrary contained herein, in case of any conflict, all rights of HBL MfB relating to recovery of defaulted/outstanding amounts/charges etc. including but not limited to the right to set off etc. shall be inalienable and will take precedence.
53. If the customer wishes to lodge a complaint, (he / she) may contact the HBL MfB contact center on 0800-42563. HBL MfB will investigate the complaint and revert to the customer within a reasonable period of time.
54. HBL MfB, in compliance with laws and regulations may intercept and investigate any payment messages and other information or communications sent to or by the customer or on the customer behalf via other bank and this process may involve making further inquiries and stoppage of transaction and may disclose such information to any Law Enforcement Agency, Court of Law or any Regulatory Authority.

55. FirstPay by HBL MfB will not be held responsible for any service issue if the same occur to customers having mobile numbers with MNP (Mobile Network Portability).

56. FirstPay by HBL MfB reserves the right without any prior notice to the customer to debit the account for any expenses, fees, commissions, mark-up/interest, zakat, withholding tax, stamp duty, tax, duty or any other cost, charges or expenses arising out of any transactions or operation of the account with HBL MfB as may be payable to the provincial or federal government as may be levied, from time to time. All applicable taxes shall be recovered as per tax laws in force.

57. HBL MfB may correct erroneous and incorrect posting of entries and inform the customer subsequently.

58. The Terms and Conditions shall be governed by the substantive and procedural laws of the Islamic republic laws of Pakistan. The Parties hereby agree that any legal action or proceedings arising out of or in connection with this agreement shall be brought in the competent courts in Pakistan and irrevocably submit themselves to the jurisdiction of such competent courts.

59. The customer indemnifies HBL MfB and agrees;

59.1. To comply with all the applicable laws and regulations prevalent in Pakistan for the operation of the BB. Any penalties levied by any regulatory authority or court of law with regard to the customer's use of account shall be purely to the customer's sole account.

59.2. HBL MfB shall in no way be held responsible and/or be liable for any queries, errors, disputes or delays in messaging, money transmission , any loss suffered due to any fraud or other actions of you or any other party or any other query, claim or dispute.

59.3. To indemnify the FirstPay employees, management from and against any and all losses, damages, and liabilities, bought by the fraudulent activity taking place or violation of the Terms and conditions or incomplete KYC information given

59.4. To confirm that the instructions given by the customer could be used as evidence in the court of law in case of any dispute, fraud, loss, liabilities etc.

59.5. To be bound by the Terms contained herein above the while opting for all/ any branchless Banking services attached to account and agree to accept any changes, supplements or modifications thereto that may be made by HBL MfB or any regulatory authority from time to time.

60. HBL MfB will never send registered FirstPay users any messages via WhatsApp. Do not click on links in WhatsApp messages promising incentives and rewards, or asking to download documents to your mobile phone

61. FirstPay users should not share their personal information including but not limited to CNIC No., FirstPay passwords, bank account number(s), through any mode or channel with anyone.

HBL MfB will never ask for your personal identifiable information, specifically over SMS or WhatsApp.

62. At the slightest hint of suspicious or fraudulent activity, please call HBL MfB Contact Center on 0800-42563

63. In case of any dispute the decision of the HBL MfB will be final.