

## **FIRST Committee Services Terms and Conditions**

These Terms & Conditions comprise the Agreement between the Bank and the subscribers in connection with the FMFB FIRST Committee Services. These Terms and Conditions must be read in conjunction with the Terms and Conditions for bank accounts and Branchless Banking services as applicable from time to time. These Terms and Conditions shall be deemed as customer consent for performing allowed set of transactions through FIRST Committee Services on different Channels. The entire responsibility of participating in the committee by selecting/ clicking "I Agree" and any systematic transactions initiated related to the opted committee will be on the participant of the committee and Bank will not be liable for any losses or claims after accepting the request for participation in FIRST Committee. Therefore, the Customer is hereby advised and reminded to read and understand the terms and conditions of FIRST Committee and decline or accept at its own discretion. :

### **In these Terms and Conditions:**

- **"Account"** means the bank account or branchless banking wallet held or to be held with the Bank in the name of the subscriber;
- **"Bank"** means The First MicroFinanceBank Limited (FMFB);
- **"FIRST Pay"** means the branchless banking wallet services offered by the Bank under Branchless Banking Regulations;
- **"FIRST Committee Services"** means digital transactional services management platform provided by FMFB to its subscribers to manage their personal saving committee through banks provided system, however the Bank does not own any responsibility of financial transactions or any subsequent liability related to those financial transactions performed based on digital instructions of the customer. **"Subscriber"** means the person who subscribed or who accepted request for participation in FIRST Committee Services, having power alone to operate the Account in accordance with the Bank mandate in respect thereof.
- **"Transaction"** means any deposit or withdrawal in the account using the FIRST Committee Services, or any refund arising in connection with the use of the FIRST Committee Services in any authorized manner for debit or credit to the Account. It will include Electronic Funds transfers as well.
- **"Channel"** means the mode of usage of the FIRST Committee Services through which the Subscriber will be able to utilize committee services for execution of any relevant transactions transaction; channel shall be assumed as FIRST Pay;

### **FIRST Committee Facilities:**

FIRST Committee services may be used to initiate or join a traditional personal committee at your own risk by using a personal digital committee management system provided with your FIRST Pay Application. This service may allow you to manage your personal committee with your friends and family digitally by using online/ digital modes of transfer of currency without using any physical currency. However the entire risk of initiating, generating requests, participating and/ or joining will rest with the Subscribers as the product will only support digital management of funds among Subscribers and entire responsibility of transactions or liabilities of Subscribers towards each other will rest with the Subscribers themselves.

The Bank will not be responsible for any loss, dispute, conflict or claim incurred by the Subscriber due to use of digital services provided in the FIRST Pay application in lieu of FIRST Committee Services.

### **Subscription of Services:**

The Bank will allow subscription of FIRST Committee Services only if the relevant terms and conditions are agreed to by subscriber and the request has been accepted by the Bank. Opening and maintaining a FIRST Pay Wallet is mandatory for the subscription of FIRST Committee Services.

**Ownership of the FIRST Committee Services:**

The FIRST Committee Services belongs to the Bank, the Bank or any authorized officer, servant, employee, associate or agent of the Bank may suspend these services at any time in its absolute discretion and the Bank shall not be liable for any loss suffered by the Subscriber as a result thereof. The Subscriber shall make sure that the FIRST Committee Services should not be used by any person other than the Subscriber, in case of use by any person other than the Subscriber, the Bank shall not be held responsible for the loss.

**Validity and Activation:**

The FIRST Committee Services will not become valid or operational until the Subscriber request for the same and acknowledges relevant Terms & Conditions for usage. The FIRST Committee Services will then require to be activated by such mode as the Bank may specify. The Committee Service once subscribed is valid till final draw date or any subsequent grace period allowed as per bank's policy subject to payment of fee/charges as per Bank's prevailing Schedule of Charges.

**Dispute Management:**

Bank will not entertain with any disputes related to short payments, non payments, liabilities, disputes within the Subscribers, as Subscriber have clearly been informed that bank does not own any responsibility of financial transactions or any subsequent liability related to those financial transactions performed based on digital instructions of the Subscriber. The entire responsibility of participating in the committee and any systematic transactions initiated related to that committee will be on the participants of the committee and Bank will not be liable for any losses.

However the Bank will accept to provide details required by any Subscriber related to transaction executed in the respective Subscriber account. The Subscriber shall notify the Bank on its Contact Centre 0800-FIRST(34778) if he/she need details related to dispute found in any of the transaction performed through the FIRST Committee Services or while funds transfers electronically. The Bank will be liable to acknowledge the complaint and respond to the complaint within 7 working days to a maximum of 30 days if investigation is required for complaint resolution.

**Charges:**

The Subscriber agrees that charges, fees, duties, levies and other expenses (collectively the "charges") will be charged by the Bank for the allowing subscription, subsequent renewals and usage of the FIRST Committee Services. The usage shall include all features available in the FIRST Committee Menu updated from time to time, where Subscriber 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 Subscriber account as per Electronic Funds Transfer regulation of the SBP. The Subscriber 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 Subscriber's responsibility to obtain the prevailing Schedule of Charges from the Bank's branch nearest to him/her or download it from the Bank's website. All charges are non-refundable unless otherwise indicated by the Bank. All the charges of FIRST Committee subscription and its usage shall be charged as per Bank's Schedule of Charges (SOC) which can be visited on Bank's website i.e. [www.fmfib.pk](http://www.fmfib.pk)

**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 Subscriber by the

Bank from time to time with effect from the date of such notice. The FIRST Committee Services cannot be used to enter into a Transactions of 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 Subscriber may utilize the limit associated with the FIRST Committee Services subject to compliance with the limits applicable on the account (if any) user.

### **FIRST Committee Services**

Parameters		Details	
No of Members		Minimum 3 Maximum 30	
Instalment Amount*		Minimum PKR 100 Maximum PKR 10,000	
Payment Frequency		Daily, Weekly, Monthly	
FIRST Committee Pricing			
Sr.	Particular of Charges	Amount	FED/Tax Applicable
1	One Time Subscription/Renewal Fee (Applicable to Initiator only)	PKR. 250	Yes
2	FIRST Pay Committee Instalment collection management fee (applicable on each collection of committee instalment)	PKR.15	Inclusive of Tax

For this product the Subscriber who will initiate committee by inviting friends or family will be called "initiator" and will have powers to manage the committee, members and draws and Subscriber who will join committee will be called "member". The member will have no rights to manage committee except decision to accept join committee invite:

- Initiator will have rights to add/delete members from the committee
- Initiator will have rights to set/modify committee draw sequence against respective members
- Initiator will have rights to set/modify Committee details, e.g. amount, frequency, no of participants etc.
- Committee will not be started unless all the participants have successfully accepted the committee invite
- Committee instalments will be automatically deducted on due date and transferred to respective member's wallet as per sequence set by initiator
- In case of non-availability of funds or account limit breach system will execute 4 attempts for deduction/transfer of Committee instalment and if not recovered system will mark committee as manual and notification will be sent to initiator it will be responsibility of initiator and members to settle that instalment from members

*\*All transactions limits are subject to compliance with transaction limits applicable on account/wallet level limits and under no circumstances the transaction limits may violate the account/wallet limits defined.*

**Insufficient Funds:**

In the event that there are insufficient available funds in the Account to pay any Transaction or other amount payable from the Account, including any markup, fees, charges, currency conversion charges, service fee or any other payments due to the Bank, the Bank may in its own absolute discretion (and without any obligation to do so) transfer or arrange the transfer of sufficient funds from any other account held by the Subscriber with the Bank to the Account. In this regard, the Subscriber permits, authorizes and consents to the Bank consolidating, combining or setting off any such credit balances existing in such other accounts against the Transactions charged or to be charged by the Subscriber against the Account.

**Statement:**

The Subscriber must check the Transaction Records from the Account Statement provided in the FIRST Pay Wallet application and issued to the Subscriber through SMS on its registered phone number via text message on a monthly basis. The Subscriber will inform the Bank in writing within 7 days of Transaction or issuance of Statement, whichever is later, if any irregularities or discrepancies exist in the Transaction particulars of the Account on any Account Statement that the Bank sends to the Subscriber. If the Bank does not receive any information to the contrary within 7 days of Transaction or issuance of Statement, the Bank is entitled to assume that all Transactions are correct and can be treated as conclusive evidence for all purposes.

**Cancellation of Transactions:**

A Transaction cannot be cancelled by the Subscriber after it has been completed.

**Posting:**

Subject to these Terms and Conditions the Bank will normally debit the amount of any Transaction including applicable charges to the Account as soon as the Bank receives proper instructions in connection therewith, provided that the Bank will not be liable for any loss resulting from any delay in doing so.

**Promotions:**

Without prejudice to the foregoing, the Bank may, from time to time and at its sole discretion, promote the goods or services of certain specified companies ("affiliates") amongst all or any of its Subscribers. If such a promotion is made available to the Subscriber and the Subscriber avails the promotion, the Subscriber agrees that in addition to these Terms and Conditions, the Subscriber will abide by the Terms and Conditions of the promotion as stipulated by the affiliates in consultation with the Bank.

**Termination:**

The Bank may terminate the Agreement comprised in these Terms and Conditions by notifying the Subscriber in writing to the Subscriber's last notified address, registered email or cell number as per the Bank's records..

**Agreement to Remain in Full Force and Effect:**

The Agreement comprised in these Terms and Conditions shall be deemed to remain in full force and effect if and in so far as any Transaction is completed but not debited to the Account prior to termination thereof.

**Post Termination:**

Termination of the Agreement comprised in these Terms and Conditions shall not prejudice any liability of the Subscriber and/ or Initiator in respect of actions/ transactions performed or omitted to be performed prior to termination thereof.

**Limitation on Liability:**

The Bank shall not be liable to the Subscriber for any loss suffered as a result of the Bank being prevented from or delayed in providing any banking or other services to the Subscriber due to strikes, industrial action, failure of power supplies, systems or equipment or causes beyond the Bank's control. Bank Shall not be liable in any manner for short payments, non payments, liabilities and disputes within the Subscribers, as Subscriber have clearly been informed that the Bank shall not own any responsibility of financial transactions or any subsequent liability related to those financial transactions performed based on digital instructions of the Subscriber and/ or actions performed by the Bank pursuant to the Subscriber's acceptance of these terms and conditions.

The Bank shall not be liable in any manner due to any loss, accidental death, injury or property damage that may be sustained by the Subscriber in using the FIRST Committee service , it being agreed that the Subscriber shall use the FIRST Committee services entirely at his/her own risk, cost and consequences. The Bank shall not be responsible in any manner whatsoever, for the consequences borne by the Subscriber in case of non-compliance to the terms herein mentioned or any terms and conditions as notified by the Bank from time to time relating to FIRST Committee Services.

The Bank assumes that the Subscribers shall use the amount disbursed in the Subscribers accounts in the process of FIRST Committee and it has the relevant power to hold the Subscriber accountable for any use or misuse of the amounts contrary to the laws relating to Anti-Money Laundering, Financing of Terrorism and/ or any law time being in force.

**Change of Terms and Conditions:**

These Terms and Conditions and any charges relating thereto may be changed by the Bank at its own convenience at any time and from time to time by notice (whether general, specific or by publication in the Bank's Schedule of Charges) to the Subscriber(s). Any such changes will be effective from the date stated on the notice or Schedule of Charges or such later date as may be expressly specified therein by the Bank.

**Disclosure:**

The Subscriber authorizes the disclosure to any company within the Bank's group of companies, to any third party processors, service providers and/or firms utilized by the Bank from time to time. Such information shall include but not be limited to the Subscriber's details, 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 Subscriber, the Account or any Transaction as may be required by law, practice or usage.

**Indemnity:**

The Subscriber hereby indemnifies and holds the Bank harmless against any or all losses, damages, costs or expenses which the Bank suffers or sustains as a consequence of the Subscriber being in breach of these conditions or the Terms and Conditions governing the Account or the Subscriber using or permitting the use of the FIRST Committee Services for any Transaction, whether illegal, unauthorized or otherwise. In this regard, in the event of the Subscriber's death, the Bank shall be notified immediately by the Subscriber's next of kin or successors for blockage of the Account and the FIRST Committee Services. Pending provision of a succession certificate by the successors of the Subscriber or such other document as the

Bank may specify, the Subscriber's Account will remain frozen and any Transactions made on the FIRST Committee Services prior to the date of freezing of the Account will be to the Subscriber's sole Account until such notice of death is received in writing by the Bank.

**Governing Law:**

These Terms and Conditions are subject to the rules and regulations, circulars and directives of the State Bank of Pakistan (as may be applicable from time to time) and will be governed by the substantive and procedural laws of the Islamic Republic of Pakistan. The courts in Islamabad-Pakistan will have exclusive jurisdiction.

**Interpretation:**

These Terms and Conditions are also being issued in Urdu. In the event of any discrepancy or conflict between the interpretation of the provisions of such clauses against the Terms and Conditions stated above, the English version stated above shall prevail and be deemed to be authentic.

**Contact Details:**

On notification of the Subscriber either telephonically or in writing in any of the document about fresh/present contact details to any of the authorized office/representative of the Bank, the Bank is authorized to update the record by amending the previous particulars to the fresh/latest ones.