

WhatsApp Banking Terms and Conditions

These terms and conditions ("**Terms and Conditions**") as amended from time to time, are applicable to all eligible users including Customers ("**Users**") that avail the Services provided by United Bank Limited ("**UBL**") over the WhatsApp platform, a third-party messaging platform ("**WhatsApp Banking Service**" or "**WhatsApp Self-Service Banking Channel**"). The Terms and Conditions are applicable in conjunction with all other UBL Terms and Conditions that may be stipulated by UBL from time to time, whether pertaining to the account or in relation to other products, services, facilities or offers offered by UBL.

By opting to use our WhatsApp Banking Service, the User hereby agrees to be bound by these Terms and Conditions and the User acknowledges that they have read, understood and accepted these Terms and Conditions and other specific terms and conditions of UBL.

1. Scope of Service

The WhatsApp Banking Services offered by UBL allow Users to:

- Generate responses and manage queries,
- Seek customer support,
- Perform any other action permitted by UBL through the WhatsApp platform.

2. Services and Functionality

- The User agrees and accepts that UBL reserves the right to provide only such services as UBL may at its discretion decides from time to time.
- UBL may inform/update the User of the availability/non-availability of any particular service, at its sole discretion.
- The User hereby agrees that UBL may at any time, without notice to the Users, modify, discontinue or make additions/deletions to the WhatsApp Banking Services offered to the Users.
- The User further agrees that the User shall be responsible for upgrading any software, hardware and the operating system at his/her own cost from time to time so as to be compatible to continue to avail the WhatsApp Banking Services.
- The User understands that some services may not work on certain Devices and UBL shall not be responsible or liable for unavailability of any service or functionality.
- UBL is aware that using mobile applications involves many uncertain factors and complex software, hardware, systems, etc. which are susceptible to interruptions and dislocations. UBL does not make any representation or warranty that the WhatsApp facility/service will be available at all times without any interruption and further that Bank shall not be responsible for any variation, reduction or imposition of the terms or the customers inability to use the mobile application.
- The User understands that it may not be possible for UBL to give detailed information over WhatsApp. In case the User requires further information, the User can reach out to UBL either in the nearest branch, on UBL's customer services number or through any other channels provided by UBL.

3. Warranties

- UBL makes the WhatsApp Banking Services on "as is" and "as available" basis without any warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement, and title.
- UBL does not warrant that:
 - The service will meet the User's requirements;
 - The service will be uninterrupted, timely, secure, or error-free;
 - The results obtained from the use of the service will be accurate or reliable;
 - Any errors in the software or service will be corrected.
- Through the use of the WhatsApp Banking Service, the User warrants that they will:
 - Comply with all applicable laws, regulations, and policies, including any terms and conditions of third-party services accessed through the platform.
 - Maintain the confidentiality of their Account information and for all activities that occur under their Account. The User agrees to notify UBL immediately of any unauthorized use of their account or any other security breach.
 - Assume the risks associated with using the WhatsApp Banking Service.

4. Disclaimers

- The User agrees and understands that UBL shall not be liable for not responding to the queries of/ information sought by the User or not providing a response to the satisfaction of the User or not processing any request of the User, in case such a message sent by the User in case UBL does not receive an instruction to this effect in its systems or the message sent by the User is not in the format as required by UBL or does not fall under the services being offered by UBL at the time or UBL does not receive such a message for technical reasons or otherwise or for any reason whatsoever.
- For third-party services accessed through UBL's platforms and channels (including WhatsApp), UBL makes no representations or warranties regarding the performance, availability, or functionality of such services. Users access third-party services at their own risk, and any issues or damages that arise from using these third-party services are not covered by UBL's warranty.
- UBL expressly disclaims any responsibility for any harm or damages caused by third-party services, and Users are encouraged to seek remedies directly from the respective third-party provider.
- UBL expressly disclaims any responsibility for any harm or damages caused by third parties accessing the information including Customer Information through unauthorized means.
- UBL shall not be held liable or responsible at any time due to any delay or failure in providing responses through the WhatsApp Self-Service Banking Channel.

- UBL does not endorse any third-party services. Any third-party websites or applications (including WhatsApp) accessed by Users through the use of WhatsApp Banking Service are accessed at the User's own risk. UBL assumes no liability for the actions, errors, or omissions of any third-party services. If these third-party websites or applications (including WhatsApp) cause any problems or harm, users should seek resolution directly from the respective third-party provider.
- Any third-party providers of websites or applications (including WhatsApp) accessed through any network or mobile phone number may have their own terms and conditions. It is the User's responsibility to read, understand, and adhere to such terms and conditions. UBL disclaims any responsibility in such matters and is unable to assist users with any issues arising from the use of third-party services.
- Under no circumstances shall UBL, or its officials, employees, be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use of, or inability to use the service or due to any action of the User that leads to a financial loss etc. The User agrees that the User shall not have any claim against UBL on account of any suspension, interruption, non-availability or malfunctioning of the WhatsApp service due to any link/mobile/system failure at UBL's end for any reason thereof including breach of system, data leak, unauthorized access etc.

5. Customer Information and Disclosure

- When the User uses the WhatsApp Banking Services, the User consents to UBL collecting and having access to Customer Information, using the information provided to retrieve Account data, to provide such Account data to such third parties as may be required for the provision of services, to improve the services being provided etc.
- User acknowledges and agrees that for the provision of WhatsApp Banking Services, UBL will process and share Customer Information for the purpose directly related to the provision of services requested by the User. The User therefore irrevocably and unconditionally authorizes UBL to access all his account/s for effecting banking or other transactions for the service requests received through the WhatsApp platform and to share the account information with any third parties for the purpose of accepting/ executing such Service requests of the User.
- The User hereby expressly authorize and give consent to UBL to share, exchange, disclose, transfer or part with any of account or Customer Information, contained provided to/ available with UBL, when UBL considers such disclosure as necessary or expedient, with:
 - WhatsApp, employees or agents of UBL, group entities, subsidiaries, branches in any jurisdiction;
 - Auditors, any agencies/credit bureaus, any court or tribunal or any statutory, regulatory, judicial, governmental or administrative authority Central KYC registry, any other agency having jurisdiction over UBL or its group entities/subsidiaries/branches;

- Service providers or any such person with whom UBL contracts or proposes to contract in relation to the provision of services in respect of the Account or UBL services etc. in general.

6. Privacy and Risk

- WhatsApp is owned by a third-party unaffiliated with UBL. The User shall independently be governed by the privacy policies of WhatsApp and the third parties or group companies of WhatsApp and UBL has no control over them. UBL is not responsible for the privacy or security policies at these sites or other third-party sites that may be linked to within UBL's social media channels. The User should always review the privacy and security practices and policies of each third-party site that they visit. UBL does not endorse and is not responsible for any ads, content, products, advice, opinions, recommendations or other material of third- party sites that may be promoted via advertising within any social media channels
- The User further understands and agrees that WhatsApp or any other service provider through which UBL is providing the WhatsApp functionality can review and monitor, store the contents shared/communicated through the WhatsApp or other service provider(s) and may share the same with third parties. Hence, it is recommended that the Customer refrains from sharing privacy-sensitive details via WhatsApp.
- The Customer understands that using WhatsApp may carry extra risks and may not be secured and any message or information exchanged is subject to the risk of being read, interrupted, intercepted, or defrauded by a third party or otherwise subject to manipulation by third party or may involve delay in transmission. UBL shall not be responsible or liable to the customer or any third party for the consequences arising out of or in connection with using this Service.
- The User also understands that Devices are vulnerable to the threats such as but not limited to access by intruders to the data /information, identity theft, privacy violations, planting of stealth software and viruses, disablement or distortion of operation, interception of the transmission of encrypted data/message etc. and UBL shall not be liable or responsible for any such vulnerabilities.
- If the User hands over a Device with the UBL WhatsApp Self-Service Banking Channel installed to another individual, the User shall ensure that the WhatsApp Banking Service is disabled, deactivated or made otherwise unavailable. UBL will not be responsible for any misfeasance, fraud, illegal or unauthorized activity, loss etc. incurred due to a breach of this Clause. If Services with UBL WhatsApp Self-Service Banking Channel installed are lost or stolen, the User shall inform the relevant authorities and take all steps required to disable the Services and access to the WhatsApp account.

7. Security:

- UBL maintains high standards of security. It is expected that the User will not share their phone connected via the network, allow anyone else to access their phone/devices, or engage in any actions that might jeopardize the security of their connection. The User is reminded to use mobile devices safely. UBL shall not be liable for any damages or losses suffered as a result of a breach of any of the aforementioned actions.
- The User shall maintain high standards of security for Device and WhatsApp. The Customer agrees and warrants that they shall use Device safely and shall not share Device, connected via UBL network, let anyone else access Devices, or do anything else that might jeopardize the security of Device or WhatsApp. UBL shall not be liable for any damages or losses suffered by the Customer as a result of breach of any of the responsibility stated in these Terms & Conditions. In case Customer finds anything suspicious.
- The User shall be solely responsible for ensuring that the Device used by the User for accessing the WhatsApp Banking Services is suitable for such use and functioning properly. UBL accepts no liability if the User suffers any loss or damage due to rooted or incompatible Device or incompatible version of WhatsApp.
- The User shall be responsible for safeguarding the WhatsApp account linked to the Registered Mobile Number and shall take all measures to ensure that no third party initiates any communication on the WhatsApp using their Registered Mobile Number. UBL shall be entitled to assume that, any communication initiated from User's Registered Mobile Number has been generated by the User and UBL accepts no liability whatsoever in case the User disputes having generated such communication.
- Communication on WhatsApp with the User shall be subject to the User's network connection and his/her Device compatibility for the WhatsApp Banking Services. Therefore, the User hereby agrees that he/she shall be solely responsible without any binding on UBL, for upgrading any software, hardware and the operating system at his/her own cost from time to time so as to be compatible to continue to avail the WhatsApp Banking Services offered by UBL.
- The Customer warrants that the Registered Mobile Number shall be used to communicate with UBL on the WhatsApp. Customer shall ensure that they have the necessary network connection in order to access the WhatsApp Banking Services. Receipt of messages from UBL, on the WhatsApp Platform, shall be subject to the network connection and UBL shall not be held responsible for any delay or non-receipt of the responses from UBL.

- The User acknowledges that they are fully aware of and understand the various risks associated with using UBL's WhatsApp Banking Channel. These risks include, but are not limited to, methodological issues, forgery, hacking, and cybercrimes, as well as the potential for fraudulent activities that may arise from transmissions or communications through this channel. By continuing to use this service, the User accepts and assumes these risks. UBL shall not be held liable for any losses or damages resulting from such risks, and the User fully, irrevocably, and unconditionally waives, releases, discharges, and relinquishes the Bank from any and all claims, obligations, and rights arising from or related to these risks.
- In order to enhance security, the Bank strongly recommends that the User regularly clears all conversations related to financial and non-financial services. This precautionary measure is intended to protect the User against potential fraud and unauthorized access to sensitive information.
- The User is solely responsible for maintaining the confidentiality of their login credentials and for all activities that occur under their account. The User agrees to immediately notify UBL of any unauthorized use of their account or any other breach of security. UBL shall not be liable for any loss or damage arising from the User's failure to comply with these requirements.

8. Registration & Verification:

- For availing the One Way Communication and Two Way Communication service, the Customer agrees and confirms to have accepted (a) the WhatsApp Terms and Conditions applicable to the Customer for availing the Services mentioned herein; (b) the Privacy Policy of the Bank applicable to the Customer for availing the Services mentioned herein; (c) any other Account/product/service/offer related specific terms and conditions as applicable and (d) all terms and conditions prescribed by WhatsApp for using its platform. Provided that, the Bank may modify the process for authentication, registration and/or verification of the Customer, for One Way Communication and/or Two-Way Communication, at any time, at its sole discretion.

9. Indemnity

- In consideration of UBL providing the WhatsApp Banking Services, the User, at his own expense, agrees to indemnify, defend and hold harmless, UBL, its directors and employees, representatives, agents, customers and/or the affiliates, as the case may be, against all losses, damages, expenses, actions, claims, demands and proceedings whatsoever, that UBL may incur, sustain, suffer or be put to at any time as a consequence of acting on or omitting or refusing to act on any instructions given by the User or otherwise for use of the WhatsApp Banking Services.
- The User further specifically agrees to indemnify, defend and hold harmless, UBL and/or its affiliates from any losses occurring as a result of the:

- the User permitting any third parties to use the WhatsApp Banking Services for or on behalf of the User.
- the User permitting any other person to have access to his mobile phone or as a consequence of leaving the mobile phone unattended or loss of mobile phone and UBL acting/not acting on any instructions received from the same.
- the User having breached the WhatsApp Terms and Conditions.

10. Governing Law

- WhatsApp Banking Services are subject to the rules & 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 Islamic Republic of Pakistan as well as the policies of UBL and WhatsApp. Any dispute arising out of or in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of Karachi, Pakistan.
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11. Language

- Any translations of these Terms and Conditions are made solely for the benefit and convenience of User. In the event of any discrepancies arising between different language variations of the WhatsApp Terms and Conditions, this English language variant shall prevail.

12. Severability

- If any of the provisions contained herein are held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

13. Termination

- UBL may, at its discretion, withdraw temporarily or terminate the WhatsApp facility, either wholly or in part, at any time without giving prior notice to the Customer. Furthermore, UBL may, without prior notice, suspend the WhatsApp facility at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the suspension of the WhatsApp facility.
- UBL's interpretation of these Terms & Conditions shall be binding upon the Users. The User hereby confirms that the above terms and conditions have been read, understood and agrees to abide by the terms contained herein.
- UBL shall not be liable for any failure or delay in the performance of its obligations under these Terms and Conditions due to causes beyond its reasonable control, including but not limited to acts of God, war, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, network failures, or shortages of transportation, facilities, fuel, energy, labor, or materials. In the event of such delay, UBL shall be excused from performance for as long as such events continue.

14. Amendments

- UBL may also update or otherwise amend the Terms and Conditions, for instance to reflect changes to the WhatsApp Banking Service or changes to the law and the User's continued use of UBL's service after publication or notification about change shall be considered to be an acceptance of the amended Terms and Conditions.

15. Eligibility for Using the Services:

- The Customer hereby agrees and undertakes that he/she shall use the Services only if he/she fulfills the eligibility as given below:
 - The Customer is an individual and is a major;
 - The Customer is of sound mind, solvent and competent to contract;
 - The Customer is Pakistani and using his/her own cell number and is present in the territory of Pakistan at the time of utilization of the Services;
 - The Customer is a non-resident Pakistani (NRP) or is residing outside Pakistan.

Glossary

"Account" refers to any account maintained by the User with UBL including but not limited to savings and/or current account and/or fixed deposit etc.

"Customer" shall include any person holding an Account

"Customer Information" refers to the Personal Information and such other data or information including any sensitive personal data in relation to the Customer such as information in relation to the account balance of the Customer, shared by the Customer or provided to the Customer by UBL or collected or obtained from the Customer or from WhatsApp or from any such source in the course of the Customer availing the Services hereunder.

"Device" means a computer, laptop, mobile phone, tablet or any other similar device that enables the Customer to access WhatsApp and use the Services.

"Personal Information" means any information that can be used to identify an individual, whether directly or indirectly, and may include, but is not limited to name, email address, postal address, mobile phone number, location information, login information, organization identification, server information, IP address, biometric, economic, cultural and social information.

"Privacy Policy" shall have the meaning as ascribed on the UBL website or application.