

## **UBL Ameen PayPak Debit Card**

UBL Ameen offers ATM withdrawal / POS transaction/ online transaction services etc. through Ameen PayPak Debit Card. The following terms and conditions will apply in respect of a Primary and Supplementary Card:

## 1) Definitions

The following words shall have the meaning stated hereunder, unless the context otherwise requires:

"Account" means Rupee current or savings account which a holder of the card opens and maintains with the Bank and through which the Card Transactions are carried out. "Accounts" shall mean more than one current or saving accounts.

"Account Holder" means a person(s) who maintain(s) one or more accounts with the Bank and to whom a Card is issued and shall include holder of the Supplementary Card.

"Application" means any request, instruction or application made by an Account Holder through an application form in respect of the card or supplementary card or such form or means as may be prescribed by the Bank from time to time.

"ATM" or "ATMs" mean Automated Teller Machines installed and operated by the Bank in Pakistan and/or Automated Teller Machines of Banks participating in the Linked network and/or the ATMs of Banks or financial institutions in Pakistan wherever the card may be accepted.

"Bank" means United Bank Ltd, UBL Ameen Islamic Banking, a banking company incorporated under the laws of Pakistan and having its registered office on I.I. Chundrigar Road, Karachi, Pakistan and includes the Bank's successors in interest and assigns.

"Card" means the UBL Ameen PayPak Debit Card issued by the Bank to the holder of the card and bearing the PayPak logo and the terms and conditions contained herein. The term Card shall also include a Supplementary Card issued by the Bank to a holder of the Supplementary card in accordance with the terms herein.

"Holder" means an Account Holder maintain an Account with the Bank and to whom a Card is issued and shall include Holder of the Supplementary Card.

"Card Transaction" means a cash withdrawal or payment made by the holder of the card using the Card and includes with limitation, payment made by a holder of the card via internet using the card and or Fees debited by the Bank to effect a Card Transaction or in connection with a transaction and the term "Card Transaction" shall be construed accordingly.

"Linkage Accounts" means Accounts which are linked by the Bank to the Card at the request of the Account holder for the purpose of the Card Transactions or other services.

"Linked Network" means the 1-Link network which honors the Card and/or any other networks which the Bank becomes a member of.

"Merchant Service / Retail Outlet(s)" means any service or retail outlets of merchants located in Pakistan which accept and honor the Card.



"PIN" means the confidential Personal Identification Number allocated to the holder of the card by the Bank or chosen by the holder of the card from time to time in relations to the Card and which enables the holder of the card to withdraw Cash from the ATM's, to carry out Banking transactions through the ATM's; make purchases without signing a sales receipt at Merchant Service / Retail Outlets having POS terminals that are equipped with PIN Pads and available such other services offered by the Bank through the ATM's or otherwise from time to time.

"POS Terminals" shall mean point off sale electronic terminals at Merchant Service / Retail Outlets, enabling the holder of the card to use the Card to access funds in the Account of Linkage Accounts held with the Bank to make purchases.

"Rupees" means the lawful currency of Pakistan.

"Statement of Account" means the periodic statement of account sent by the Bank to a holder of the card setting out, amongst other matters, transactions carried out and the balance in the Account for the related period.

"Services" means services availed by use of the Card as an ATM Card or as a paying Card; the Net Banking service and for any other services that the Bank in its sole discretion may provide from time to time.

"Supplementary Card" means the Supplementary Card and/or any other card issued by the Bank at the request of the holder of the card. Supplementary Card and all Cards transactions carried out by use of the Supplementary Card.

"Schedule of Charges" means the document which includes the prescribed fees, charges and levies for use of the Card and which shall form a part of the Terms and Conditions and which may be modified or amended by the Bank at its sole discretion. The Ameen Schedule of Charges, are available at all branches of the Bank and on the following website of the Bank: <a href="https://www.ubldirect.com">www.ubldirect.com</a>, <a href="https://www.ubldirect.com">www.ubldigital.com</a>.

"Terms and Conditions" means these terms and conditions governing the use of the Card and the services.

"Net Banking" means the internet banking facility provided by the Bank to the Account / holder of the card.

"CVV" means 3 digit code at the back of the card.

#### 2) Issue and Validity of the Card

- 2.1 A Card will only be issued where a new Account is opened or where there is an existing UBL Ameen Account of an Account Holder.
- 2.2 An Account Holder's Application for UBL Ameen PayPak Debit Card shall constitute an offer that the Bank may, in its sole discretion, accept subject to these Terms and Conditions.
- 2.3 The Card will be collected by the holder of the card from the Bank or at the request of the holder of the card couriered at the registered address by the Bank at the Bank's discretion and subject to terms and conditions as may be specified by the Bank.
- 2.4 The Card maybe collected by the Holder or sent to the Holder's registered address on record with the Bank. In the event of the Card being sent by courier, the same shall be at the sole risk of the Holder. All renewed and replacement Cards thereafter shall be sent by the courier to the Holder's registered address on Bank's record at the sole risk of the Holder.



- 2.5 The Card must be signed by the Holder immediately on receipt thereof; in the space provided for signature and retention or use of the Card shall be deemed as confirmation of the Holder's acceptance of the Card and acceptance of these Terms and Conditions.
- 2.6 In order to activate the Card, the Holder shall contact the Bank's contact and customer care center at 111-825-888 from his/her registered telephone/cell number. The Card will be activated after the contact center personnel verify the identity of the Holder on call.
- 2.7 The Card is only valid for the period shown on the face of the Card. Upon the expiry of the validity of the Card, the Holder must destroy the expired Card by cutting the same in half through the magnetic strip and chip. Upon expiry, the Bank may at its sole discretion issue a new Card unless instructed otherwise by the Holder. The holder of the card shall continue to remain bound by these Terms and Conditions and any amendment(s) thereto.
- 2.8 The Card shall at all times remain the property of the Bank and accordingly the Holder shall not use the Card if the Bank or an authorized officer, employee, associate or agent of the Bank has for any valid reason whatsoever advises the Holder to stop using the Card. The Bank temporarily or permanently blocks the Card. The Bank or any authorized officer, employee, associate or agent of the Bank may instruct the Holder to handover the Card(s) or otherwise require the Holder to return the Card(s) to the Bank. The Holder shall handover or return the Card(s) immediately upon being instructed by the Bank.
- 2.9 In the event of the Account or Linkage Account being closed by the Account Holder or its operation stopped or suspended for any reason whatsoever by the Bank, the Holder shall immediately return any Card(s) issued to the Bank with the validity of the Card(s) ceasing as of the date of closure, stoppage or suspension of the Account or Linkage Accounts.

# 3) Use of Card

- 3.1 The Bank may in its sole discretion may allow the Holder to use the Card for availing the following services:
  - i) as an ATM Card for use on ATMs within Pakistan.
  - ii) as a paying Card for the payment of goods and services permissible in Shariah at Merchant Service / Retail Outlet(s) within Pakistan wherever Card is accepted.
  - iii) for any additional services that the Bank provides the Holder.
- 3.2 On an application, the Bank may at its sole discretion issue a Supplementary Card to any person nominated by the Holder and approved by the Bank. All Supplementary Cards including renewal and replacement Cards will be sent in accordance with clause 2.4 to the Holder's registered address available on record with the Bank at the sole risk of the Holder. The holder of the Supplementary card should immediately sign on the signature space on the back side of the Supplementary Card and retention or use of the Card shall be deemed confirmation of the agreement of the Supplementary Holder to these Terms and Conditions and acceptance of the Card. If a Card is issued to a holder of the Supplementary card, the Holder who is the Account Holder shall be solely responsible for any and all Card Transactions, charges, liabilities, cost and expenses incurred or payable by the Holder and or holder of the Supplementary card.
- 3.3 The Card/ATM PIN/CVV shall only be used by the Holder. The Holder shall also not give the Card/ATM PIN/CVV to any third party and shall take all necessary precautions and proper care to ensure that the Card/ATM PIN/CVV is kept in a safe place and is not mislaid, lost or stolen. The Holder shall immediately notify the Bank to block and prevent usage of the Card in the event the Card is lost, misplaced or stolen or if it otherwise comes into the hands of any third party. The time at which the Bank receives any such instructions to block and prevent usage of the Card will be determined and certified by the Bank and such



determination will be binding and conclusive on the Holder. The Bank reserves the right at its sole discretion to act on oral and electronic instructions subject to the same being confirmed by written instructions as soon as reasonable so as to block and prevent any usage of the Card as the case maybe. Notwithstanding the above, the risk and liability of any acts or omissions of any Bank personnel in this regard remains solely with that of the Holder.

- 3.4 The Holder shall accept all Card Transactions including without limitation all debits made to the Account or Linkage Accounts except after the notice of loss, theft, pilferage, where instruction to block or prevent usage of the Cards has been advised by the Holder to the Bank through call on UBL helpline / in writing, such written notice has been duly acknowledged by the Bank. The time at which the Bank received such instructions shall be determined by the Bank and such determinations shall be binding and conclusive on the Holder. The Bank reserves the rights at its sole discretion to act on oral or electronic instructions subject to the same being confirmed by written instructions as soon as reasonably possible, so as to block or prevent any usage of the Cards. Notwithstanding the above the risk any liability of any acts or missions of any Bank personnel in this regard remains solely that of the Holder.
- 3.5 The Holder shall not use UBL Ameen PayPak Debit Card to pay for or any consideration to anything prohibited in Shariah, including but not limited to alcoholic beverages, pork, gambling, narcotics and similar products and services. The Bank may, at its sole discretion, block or prevent usage of the Card for purpose, which in the sole opinion of the Bank, may be contrary to or repulsive to or prohibited under Shariah.
- 3.6 UBL Ameen PayPak Debit Card Transactions cannot, except as provided in these Terms and Conditions, be cancelled by the Holder after it has been completed. The Holder shall retain charges slips / receipts of all Card Transactions which shall be submitted to the Bank, the Bank should require same for any purpose.
- 3.7 The Holder agrees to pay and authorize the Bank to debit any Account or Linkage Accounts of the Holder with all debits including charges, fees, rates, levies or losses as maybe due from the Holder to the Bank from time to time howsoever arising as a result of the use of the Card.
- 3.8 The Bank shall debit the amount of any Card Transaction from the Account or Linkage Accounts as soon as the Bank receives notification from the Merchant Service / Retail Outlet(s). The Bank shall not be liable for any loss resulting from any delay in debiting the amount of any Card Transaction. The Holder is obligating to reimburse to the Bank any amount due or becoming due from the Holder to all Card Transactions continues even after closing of the Account or Linkage Account.
- 3.9 If a Merchant Service / Retail Outlet(s) issues a refund or affects a reversal for a Card Transaction the Bank will credit the relevant Account after it receives the Merchants proper instructions and the funds in respect of such refund or reversal. The Bank will not be responsible for any delay in receiving such instructions and refund from any Merchant.
- 3.10 The Holder should ensure that sufficient credit balance is available in the Account or Linkage Accounts to which the Card relates, before using the Card.
- 3.11 The Bank shall not be liable for any loss or damage resulting from any misuse of the Card and / or from the refusal of any Merchant to or ATM to accept the Card.



- 3.12 Any amount stated on the screen of the ATM or on the printed transactions record / charge slip shall not for any purpose whatsoever be taken as conclusive as to the status of the Holder's account with the Bank. All transactions shall be deemed as conclusive by the Statement of Account issued by Bank from time to time and otherwise by the records of the Bank.
- 3.13 The Holder further undertakes to accept full responsibility for any and all Credit Transactions made by use of the Card whether made with or without the personal knowledge or authority or consent of the Holder. The Holder shall accept the Bank's record of Card Transactions generated electronically or otherwise as conclusive and binding for the purposes.
- 3.14 The Bank reserves the right without prior notice at any time or from time to time to reduce or increase total cash allowed to be withdrawn by any Holder from the ATM during any period. The Bank also reserves the right to limit or increase the Card Transaction limits carried out through POS terminals daily minimum/ maximum transactions limit also apply to the Card and may vary between different ATMs belonging to different Banks or a linked network. The Bank is not responsible for any loss or inconvenience that the Holder may suffer due to lack of uniformity in the limits for transactions through different ATMs or Linked networks.
- 3.15 If the Holder has any complaints regarding the dispute with the Merchant the matter should be resolved by the Holder with the Merchant and the Bank shall be under no obligation or bear any responsibility whatsoever in connection with such complaint and/or dispute.

## 4. UBL Net Banking

- 4.1 UBL Net Banking will be available to the Holder in respect of the Account and Linkage Accounts.
- 4.2 In order to use the UBL Net Banking, the Holder must be registered with the Bank to use the UBL Net Banking service.
- 4.3 The Bank will give the Holder an initial login password and a user identification code for accessing UBL Net Banking service.
- 4.4 The account holder must safeguard the password and user identification and change the same regularly and shall make changes to the login password and user identification codes whenever the UBL Net Banking service requires the Holder to do so.
- 4.5 The Holder agrees and undertakes to indemnify the Bank and hold the Bank harmless against all liabilities, losses, costs, claims, actions, proceedings, demands and expenses of whatsoever nature that may be suffered, incurred or sustained as a result of the UBL Net Banking service and utilized by the Holder.
- 4.6 The Bank doesn't take any responsibility and shall not be liable for carrying out any instructions issued through the UBL Net Banking service even where such instructions have been issued without the Holder's authority.

## 5. Statement of Account

In compliance with CPD Circular No. 2 of 2015, the Bank shall issue a Statement of Account to the Holder at such periods as the Bank in its discretion deems appropriate.

#### 6. Complaints

As per CPD Circular No. 2 of 2015, the Holder shall in writing advise the Bank within forty five (45) days of issuance of the Statement of Account of any irregularities or discrepancies in respect of the transaction particulars of the Account. If the Bank



does not receive any thing to the contrary within the said forty five (45) day period, the transaction summary set out in the Statement of Account shall be considered as correct and conclusive of all purposes.

The Holder will write to the Bank if he / she believes that the Statement of Account is incorrect in respect of any matter, or if he / she believes there has been an error involving the Card, if he / she needs more information about a transaction shown on a Statement of Account, The Bank will acknowledge within twenty eight (28) hours of receipt of complaint and shall endeavor to resolve all complaints within seven (7) working days of receipt of the same however in certain cases, where detailed scrutiny may be required, the Bank shall update the Holder within ten (10) working days that the matter has been marked for further scrutiny along with a timeline for resolution, if any. The Holder shall provide all details with the written notice to enable the Bank to investigate the matter. The notice shall include the following details:

- 6.1 The Holder's name, address and Card serial number.
- 6.2 A detailed description of the error involving the Card, or the incorrect matter shown in the Statement of Account.
- 6.3 The exact amount of the error or incorrect matter; and
- 6.4 A copy of the Card transaction receipt/record/charge slip.

The Holder shall provide any further information required by the Bank. The Bank will investigate the matter following receipt of all relevant information and the findings of the Bank shall be conclusive and binding for all purposes.

# 7. Fees, Charges and Taxes, Levies etc.

- 7.1 The Bank shall charge an annual fee to Holder in accordance with the Bank's Schedule of Charges.
- 7.2 Charges for using of the Bank's ATMs or Linked Network ATMs shall be levied according to the Bank's Schedule of Charges.
- 7.3 The Bank shall charge a fee to the Holder in respect of each cash withdrawal made using a Card for which a charge is levied in accordance with the Bank's Schedule of Charges.
- 7.4 For the issuance and/or re-issuance of the Card and the processing of each Card Transaction, the Bank shall charge a fee in accordance with the Schedule of Charges.
- 7.5 The Holder shall be liable for the payment of all taxes, levies, duties or expenses that maybe attracted in relation to the issuance and use of the Card.
- 7.6 For activating online session through Contact Center, the Bank shall charge a fee in accordance with the Schedule of Charges.
- 7.7 Annual charges will be applicable as per Schedule of Charges to all customers and any special benefit on the basis of non-remunerative account will not be allowed.

## 8. Liability and Indemnity

8.1 The Bank shall not be responsible or liable for any loss suffered as a result of the Bank deemed prevented from or delayed in providing services in relation to the Card or any Services.



- 8.2 The Bank shall not be responsible or liable for any loss or damage arising directly from the malfunction of the Card on ATMs or POS Terminal or for any technical or non-technical defect or breakdown of any ATMs and/or any part thereof or the temporary or prolonged non-availability of any Services or in respect of the Card, ATMs or POS Terminal for any reason whatsoever, including without limitation due to any dispute of whatsoever nature.
- 8.3 The Bank shall not be responsible or liable for any loss suffered as a result of the Bank being prevented from or delayed in providing any service pertaining to the Card or any other Services including due to strike, acts of war, failure of power supplies or equipment or any other cause beyond the Bank's reasonable control.
- 8.4 The Holder hereby agrees to indemnify and keep the Bank indemnified from and against all actions, claims demands, proceedings losses, damages, personal injuries, costs, charges and expenses whatsoever which the Bank may anytime incur, sustain, suffer as a consequence of providing the Holder the facility of the Card or by any reason of the Bank acting in good faith and taking or refusing to take any action on the Holder's instructions or otherwise by providing the Services of the PIN/Card is lost, misused/mislaid and stolen in the event of a breach of these Terms and Conditions by the Holder.
- 8.5 The Bank is not liable in any way to the quality, quantity, sufficiency or acceptability of any goods or services purchased by the use of the Card by the Holder or for any additional amount charged by a Merchant Service/Retail Outlet(s), or for any breach of Card Transaction by Merchant Service/Retail Outlet(s). In any such event or in the event of the dispute between the Holder and a Merchant Service/Retail Outlet(s), the Holder's liability to the Bank shall in on way be affected, reduced and suspended.

#### 9. Services

The Bank may, at its discretion, make available additional Services to the Holder on the card, ATM, POS Terminals, and/or the Linked Network for the Holders convenience and use. All fees and charges, related to same shall be as determined by the Bank from time to time and will be recovered by a debit to the Holder's Account or Linkage Accounts. The Bank may also, in its sole discretion, at any time, without notice to the Holder, be entitled to withdraw, discontinue, cancel, suspend or terminate the facility to use the Card and/or any Services within Pakistan and shall not be liable to the Holder for any loss or any damage suffered from such suspension or termination.

#### 10. Disclosures

- 10.1 The Holder hereby expressly authorizes the Bank to disclose at any time and for any purpose, any information whatsoever relating to the Holder's personal particulars, accounts, transactions or dealings within the Bank, to the head office of any other branches, subsidiaries or associated or affiliated entities of the Bank wherever located; any government or regulatory agencies or authorities in Pakistan or elsewhere; any agents or contractors which have entered into any agreement to perform any service (s) for the Bank's benefit; credit information bureaus; and any other person(s) whatsoever where the disclosures are required by law or otherwise to whom the Bank deems fit to make sure disclosure. The Holder shall provide the Bank information required by law or regulation, or any other information the Bank may reasonably request from time to time. The Bank reserves the right to disclose the Holder's information to court of competent jurisdiction, quasi-judicial authorities, law enforcement agencies and any other relevant authority, or any other person in the conduct of the Bank's business.
- 10.2 If there is any claim or dispute arising from the use or the purported use, loss or misuse of the Card, the Bank may disclose to parties who are privy to the Card Transactions arising there from to any competent authorities, any information regarding the Account and the Linked Accounts that the Bank deems necessary in its sole opinion for the purpose of investigating a claim or dispute or for the purpose of recovering any amount outstanding through the services of debt collecting agencies.



#### 11. Terms and Conditions

11.1 The Terms and Conditions for the use of the Card as specified therein shall be deemed to have unconditionally agreed to and accepted by the Holder by signing the Card application form, or by signing the reverse of the Card, or by performing any Card Transaction with the Card or by requesting the Bank for activation of the Card or after three (3) days from the date of dispatch of the Card to the last known address of the Holder on the record of the Bank. These terms and conditions will be in addition to and not in derogation of the terms and conditions relating to any Account of the Holder.

11.2 The Bank reserves the right to alter, amend or revise any feature offered by the Card and also to alter any of these Terms and Conditions and may notify the Holder about any changes in the Terms and Conditions for use of the Card in any manner the Bank considers appropriate. The Holder must notify to the Bank about any change of address. The Bank may also give the Holder notice of variation of these Terms & Conditions by displaying a notice on or within the vicinity of the Bank's branches, the site of an ATM or by a press advertisement or by a message to the Holder's Statement of Account or by any other means the Bank may deem fit.

#### 12. Death of Holder

In the event of Death of the Holder, all Card Transactions already affected will be debited to the Account. All Cards shall stand cancelled on receipt of notice of death of the Holder. The administrators, personal representatives and/or theirs of the deceased shall be personally liable for such accruing liabilities resulting from the use of the Card and Services.

# 13. Bank's right to consolidate

Notwithstanding any provision to the contrary contained in these Terms and Conditions, the Bank shall have the right at any time and at its sole discretion to consolidate, combine and/or merge all or any Accounts in the name of the Holder without prior notice to the Holder and such right to consolidate, combine and/or merge shall include the right to adjust or set-off any indebtedness that the Holder may incur in favor of the Bank. If subsequent to such consolidation, combination or merger, a shortfall or deficiency arises in the favor of the Bank, the Holder shall be bound to pay the same forthwith upon first demand by the Bank.

## 14. Notices

14.1 All correspondences, notices or demand by the Bank, shall without prejudice to any other mode of effecting service, be deemed to have been validity effected or sent if served to the Holder personally or delivered or send by email or registered mail/courier to the Holder's last known address in accordance with the Bank's record and shall be deemed to be duly delivered and received, on the actual date of delivery where personally sent or where sent by registered mail, within three days of dispatch and the next day after posting, if sent by courier. In the case of any communication send by email such communication shall be deemed to be effected on the date the email was actually sent. All notices under these Terms & Conditions shall be deemed to be communications sent also to the Supplementary Card member.

14.2 Any notice or instruction to be given by the Holder to the Bank under these Terms & Conditions shall be given in writing & delivered personally or sent by registered post or courier or communicated through the Contact Center and shall take effect after one business day or such longer period as the Bank may require after the Bank's actual receipt of such notice.

## 15. Termination

15.1 The Holder may discontinue the use of the Card and the Services at any time by giving a written notice to the Bank accompanied by the return of all Cards cut into two diagonally. The Holder shall be liable for all charges incurred up to the date of receipt by the Bank of the written notice along with the cut up Cards, and duly acknowledged by the Bank.



15.2 The Bank shall be entitled at any time to cancel the Cards without assigning any reason whatsoever and with or without giving any prior notice to the Holder. Upon cancellation of the Cards, the Holder shall return all the Cards to the Bank cut diagonally. The Holder shall be liable for all charges incurred up to the date of receipt of the cut up Cards and duly acknowledged by the Bank.

#### 16. Waiver

The Bank may at any time waive either unconditionally or otherwise any of these Terms & Conditions or any default or breach of the Holder, provided that such waiver is given in writing by the bank, save as aforesaid, no condoning or excusing of and no neglect or forbearance on the part of the Bank of the default or the breach of these Terms & Conditions shall operate as the waiver of the Bank's rights and powers and no waiver shall be inferred from or implied by anything done or not done by the Bank unless expressed in writing by the Bank. Any waiver if given in writing shall operate only as waiver of the particular matter to which it related and shall not operate as a waiver of any of these Terms & Conditions.

## 17. Governing Laws

- 17.1 These Terms & Conditions and use of the Card shall be governed by the substantive and procedural laws of Pakistan, including all notifications, directives, circulars and regulations of the State Bank of Pakistan.
- 17.2 The Holder / holder of the Supplementary card submits to the exclusive jurisdiction of the competent courts at Karachi, Pakistan in respect of any dispute arising out of these Terms & Conditions, though the Bank shall have the right to pursue legal recourse/remedies in Courts outside Pakistan if deemed appropriate by the Bank to recover any amount due from the Holder to the Bank.

The Card is governed by these Terms & Conditions and the retention or use of the Card by the Holder / holder of the Supplementary card shall amount to acknowledgement that the Holder / Supplementary Holder, as the case may be, shall be bound by these Terms & Conditions.

# **DECLARATION**

I hereby undertake that I will not use UBL Ameen PayPak Debit Card to pay for or any consideration to anything prohibited in Shariah, including but not limited to alcoholic beverages, pork, gambling, narcotics and similar products and services.

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Journa 140.
nch Name
nch Code
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