

# The following terms and conditions will apply in respect of a Primary and Supplementary Card:

- Definitions**

The following words shall have the meaning stated hereunder, unless the context otherwise requires:  
"Account" means Rupee current or savings account which a Cardholder opens and maintains with the Bank and through which the Card Transactions are carried out. "Accounts" shall mean more than one current and/or savings account.  
"Account Holder" means a person(s) who maintain(s) one or more accounts with the Bank.  
"Application" means any request, instruction or application made by an Account Holder through an application form in respect of the Card or for extension of such term or such form 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 or wherever the card may be accepted.  
"Bank" means United Bank Ltd or UBL, 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.  
"Bank of Pakistan" means the Bank of Pakistan established under the laws of Pakistan and includes the Bank of Pakistan and bearing the Visa/MasterCard/Pay/Pak/UnionPay International logo and the terms and conditions contained herein. The term Card shall also include a Supplementary Card issued by the Bank to a Supplementary Cardholder in accordance with the terms herein.  
"Cardholder" means an Account Holder maintain an Account with the Bank and to whom a Card is issued and shall include every Supplementary Cardholder.  
"Card Transaction" means a cash withdrawal or payment made by the Cardholder using the Card and includes without limitation, payment made by a Cardholder 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 or otherwise which are linked to the Card and/or the Cardholder.  
"PIN" means the confidential Personal Identification Number allocated to the Cardholder by the Bank or chosen by the Cardholder from time to time in relations to the Card and which enables the Cardholder to withdraw Cash from the ATMs, to carry out Banking transactions through the ATMs; 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 ATMs or otherwise from time to time.  
"POS Terminal" shall mean point of sale electronic terminals at Merchant Service / Retail Outlets, enabling the Cardholder 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 Cardholder 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 may offer from time to time.  
"Supplementary Card" means the Supplementary Card and/or any other card issued by the Bank at the request of the Cardholder. 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 Schedule of Charges is available at all branches of the Bank and on the following website of the Bank: [www.ubidigital.com](http://www.ubidigital.com)  
"Terms and Conditions" means these terms and conditions and any other terms and conditions of the Bank's services.  
"Net Banking" means the internet banking facility provided by the Bank to the Account / Cardholder.  
"CVV" means 3 digit code at the back of the card.
- Issue and Validity of the Card**
  - A Card will only be issued where a new Account is opened or where there is an existing Account of an Account Holder.
  - An Account Holder shall not offer that the Bank may, in its sole discretion accept the offer and acceptance shall be subject to the Terms and Conditions.
  - The Card will be collected by the Cardholder from the Bank or at the request of the Cardholder 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.
  - The Card may be collected by the Cardholder or sent to the Cardholders address on the record of the Bank. In the event of the Card being sent by Courier, the same shall be at the sole risk of the Cardholder. All renewed and replaced Cards thereafter will be sent by Courier to the Cardholder at the registered address on record at the sole risk of the Cardholder.
  - The Card must be signed by the Cardholders immediately on receipt thereof; in the space provided for signature and retention or use of the Card shall be deemed as confirmation of the Cardholders acceptance of the Card and these Terms and Conditions.
  - In order to activate the card the Cardholder shall contact the Bank's Contact Center. The Card will be activated after the Contact Center verifies the necessary particulars of the Cardholder.
  - 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 Cardholder must destroy the Card by cutting the same in half through the magnetic strip. Upon expiry the Cardholder may request the Bank to issue a new Card unless instructed otherwise by the Cardholder. The Cardholder shall continue to remain bound by these Terms and Conditions and any amendment(s) thereto.
  - The Card belongs to the Bank and accordingly the Cardholder shall not use the Card if the Bank or an authorized officer, employee, associate or agent of the Bank has for any reason whatsoever advises the Cardholder to stop using the Card. The Bank or any authorized officer, employee, associate, or agent of the Bank may instruct the Cardholder to handover the Card(s) or otherwise require the Cardholder to return the Card(s) to the Bank. The Cardholder shall handover or return the Card(s) immediately upon being instructed.
  - In the event of the Account of Linkage Account being closed or its / their operations having been stopped or suspended for any reason whatsoever by the Bank. The Card(s) shall immediately be returned to the Bank by the Cardholder and the validity of the Card(s) would cease as of the date of closure stoppage or suspension of the Account or Linkage Accounts.
- Use of Card**
  - The Bank may in its sole discretion allow the Cardholder to use the Card for availing the following services:
    - As an ATM Card for use on ATMs in Pakistan or abroad.
    - As a paying Card for the payment of goods and services at Merchant Service / Retail Outlet(s) in Pakistan & abroad wherever Visa/MasterCard/Pay/Pak/UnionPay International is accepted.
  - For any additional services that the Bank provides its Cardholders from time to time.
    - On an application, the Bank may at its sole discretion issue a Supplementary Card to any person nominated by the Cardholder and approved by the Bank. All Supplementary Cards including renewal and replacement Cards will be sent in accordance with clause 2.4 to the Cardholder's registered address available on record with the Bank at the sole risk of the Cardholder. The Supplementary Cardholder should immediately sign on the signature space on the Supplementary Card and retention or use of the Card shall be deemed confirmation of the agreement of the Supplementary Cardholder to these Terms and Conditions and acceptance of the Card. If a Card is issued to a Supplementary Cardholder, the Cardholder who is the Account holder shall be solely responsible for any Card Transactions, charges, liabilities, cost and expenses incurred or payable by the Cardholder and/or Supplementary Cardholder.
    - The Card/ATM Pin/CVV shall only be used by the Cardholder. The Cardholder 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 Cardholder shall immediately notify the Bank with written instructions to block and prevent usage of the Card if 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 Cardholder. 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 reasonably so to block and prevent any usage of the Card as the case may be. 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 Cardholder.
    - The Cardholder shall accept all Card Transactions including without limitation all debits made to the Account or Linkage Accounts except after the notice of such transaction, where transaction is blocked or prevented by the Cardholder or by the Bank and may be determined by the Cardholder to the Bank in writing and 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 Cardholder. 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 omissions of any Bank personnel in this regard remains solely that of the Cardholder.
    - A Card Transaction cannot, except as provided in these Terms and Conditions be cancelled by the Cardholder after it has been completed. The Cardholder shall retain charges slips / receipts of all Card Transactions which shall be submitted to the Bank should the Bank require same for any purpose.
    - The Cardholder agrees to pay and authorize the Bank to Debit any Account or Linkage Accounts of the Cardholder with all debits including charges fees rates levies or losses as may be due from the Cardholder to the Bank from time to time howsoever arising as a result of the use of the Card.
    - 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 Cardholder's obligation to reimburse to the Bank any amount due or becoming due from the Cardholder to all Card Transactions continues even after closing of the Account or Linkage Account.
    - If a Merchant Service / Retail Outlet(s) make a refund or 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.
    - The Cardholder should ensure that sufficient credit balance is available in the Account or Linkage Accounts to which the Card relates, before using the Card. If for any reason the Account or Linkage Accounts are over drawn by the Cardholder or Supplementary Cardholder by use of the Card, the Cardholder authorizes the Bank to charge mark-up and/or service charges at the prevailing rates from time to time on the overdrawn amount. The Cardholder shall immediately repay any overdrawn amount. The Bank at all times is authorized to debit the Card without prior notice and demand the payment of the overdrawn balance together with the mark-up and liquidated charges, without prejudice to any rights that the Bank may have hereunder or any law.
    - 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.
    - Any amount stated on the screen of the ATMs or on the printed transactions record / charge slip shall not for any purpose whatsoever be taken as conclusive as to the status of the Cardholder's account with the Bank. All transactions shall be deemed as conclusive by the State Bank of Pakistan from time to time and otherwise by the records of the Bank.
    - The Cardholder 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 Cardholder. The Cardholder shall accept the Banks record of Card Transactions generated electronically or otherwise as conclusive and binding for the purposes.
    - 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 Cardholder from the ATMs during any period. The Bank also reserves the right to limit or increase the Card Transaction limits carried 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 Cardholder may suffer due to lack of uniformity in the limits for transactions through different ATMs or Linked networks.
    - Should the Cardholder have any complaints regarding the dispute with the Merchant the matter should be resolved by the Cardholder with the Merchant and the Bank be under no obligation or bear any responsibility whatsoever in connection with such complaint or dispute.
  - You First Net Banking**
    - You First Net Banking will be available to the Cardholder in respect of the Account and Linkage Accounts.
    - In order to use the You First Net Banking, the Cardholder must be registered with the bank to use the You First Net Banking service.
    - The Bank will give the Cardholder an initial login password and a user identification code for accessing You First Net Banking service.
    - The candidate must safeguard the Card and login password and shall change the same regularly and shall make changes to the login password and user identification codes whenever the You First Net Banking service requires the Cardholder to do so.
    - The Cardholder 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 You First Net Banking service and utilized by the Cardholder.
    - The Bank doesn't take any responsibility and shall not be liable for carrying out any instructions issued through the You First Net

Banking service even where such instructions have been issued without the Cardholder's authority.

- Statement of Account**

The Bank shall issue a Statement of Account to the Cardholder at such periods as the Bank in its discretion deems appropriate. The Cardholder shall in writing advise the Bank within forty five (45) days of receipt 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 anything to the contrary within the above stated period, the transaction summary set out in the Statement of Account shall be considered as correct and conclusive of all purposes.
- Complaints**

The Cardholder will write to the Bank if the Cardholder believes that the Statement of Account is incorrect in respect of any matter, or if the Cardholder believes there has been an error involving the Card, if the Cardholder needs more information about a transaction shown on a Statement of Account, within seven (7) days of the Card transaction or receipt of the Statement of Account. The Cardholder will provide all details with the written notice to enable the Bank to investigate the matter. The notice shall include the following details:
  - The Cardholder's name, address and Card serial number.
  - A detailed description of the error involving the Card, or the incorrect matter shown in the Statement of Account.
  - The exact amount of the error or incorrect matter; and
  - A copy of the Card transaction receipt/record/charge slip.

The Cardholder 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.
- Fees, Charges and Taxes, Levies etc**
  - The Bank shall charge an annual fee to all Cardholders in respect of the Card in accordance with the Bank's Schedule of Charges.
  - Charges for using of the Bank's ATMs or Linked Network ATMs or ATMs abroad shall be levied according to the Bank's Schedule of Charges.
  - The Bank shall charge a fee to the Cardholder 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.
  - The Cardholder will be charged for every Card Transaction made in a currency other than the currency of the Account or Linkage Accounts in accordance with the schedule of the amount of the Card Transaction into the Currency of the Account, in accordance with the Bank's Schedule of Charges. All non Pak Rupee transactions will be converted from the transaction currency to US Dollars based on the International exchange rate applied by Visa/MasterCard/Pay/Pak/UnionPay International. To settle the foreign spend, the US Dollar amount will be purchased from the open market (authorized money changers) by debiting your Card Account at the prevailing market rate.
  - For the issue and /or re-issue of the Card and the processing of each Card Transaction, the Bank shall charge a fee in accordance with the Schedule of Charges.
  - The Cardholder shall be liable for the payment of all taxes, levies, duties or expenses that may be attracted in relation to the issuance and use of the Card.
  - For activating session online through Contact Center, the Bank shall charge a fee in accordance with the Schedule of Charges.
- Liability and Indemnity**
  - 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.
  - 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.
  - 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.
  - The Cardholder 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 Cardholder the facility of the Card or by any reason of the Bank acting in good faith or in reliance on or refusing to take any action on the Cardholder'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 Cardholder.
  - 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 Cardholder 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 Cardholder and a Merchant Service/Retail Outlet(s), the Cardholder's liability to the Bank shall in no way be affected, reduced and suspended.
- Services**

The bank may, at its discretion, make available to the Cardholder more Services on the card, ATM, POS Terminals, and/or the Linked Network for the Cardholders 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 Cardholder's Account or Linkage Accounts. The Bank may also, in its sole discretion, at any time, without notice to the Cardholder, be entitled to withdraw, discontinue, cancel, suspend or terminate the facility to use the Card at any time within Pakistan and shall not be liable to the Cardholder for any loss or any damage suffered from such suspension or termination.
- Disclosures**
  - The Cardholder hereby expressly authorizes the Bank to disclose at any time and for any purpose, any information whatsoever relating to the Cardholder'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 (if 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 Cardholder 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 Cardholder'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.
  - If there is any claim or dispute arising from the use of or the purported use, loss or misuse of the Card, the Bank may disclose to parties who are privy to the Card Transactions arising therefrom 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.
- Terms & Conditions**
  - The Terms & Conditions for the use of the Card as specified therein shall be deemed to have unconditionally agreed to and accepted by the Cardholder 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 Cardholder 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 Cardholder.
  - The Bank reserves the right to alter, amend or revise any feature offered by the Card and also to alter any of these Terms & Conditions and may notify the Cardholder of any changes to the Terms & Conditions for use of the Card in any manner the bank considers appropriate. The Cardholder must notify to the Bank of any change of address. The Bank may also give the Cardholder 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 in the Cardholder's Statement of Account or by any other means the Bank may deem fit.
- Death of Cardholder**

In the event of Death of the Cardholder, all Card Transactions already affected will be debited to the Account. All Cards shall stand cancelled on receipt of notice of death of the Cardholder. 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.
- Bank's Right to Consolidate**

Notwithstanding any provision to the contrary contained in these Terms & 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 Cardholder without prior notice to the Cardholder and such right to consolidate, combine and/or merge shall include the right to adjust or set-off any indebtedness that the Cardholder 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 Cardholder shall be bound to pay the same forthwith upon first demand by the Bank.
- Notices**
  - All correspondences, notices or demand by the Bank, shall without prejudice to any other mode of effecting service, be deemed to have been validly effected or sent if served to the Cardholder personally or delivered or sent by email or fax or registered mail/courier to the Cardholder'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 sent by email or facsimile transmission such communication shall be deemed to be effected on the date the telex or facsimile transmission was actually sent. All notices under these Terms & Conditions shall be deemed to be communications sent also to the Supplementary Card member.
  - Any notice or instruction to be given by the Cardholder to the Bank under these Terms & Conditions shall be given in writing & shall be given 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.
- Termination**
  - The Cardholder 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 Cardholder 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.
  - The Cardholder may at any time cancel the Card without assigning any reason whatsoever and with or without giving any prior notice to the Cardholder. Upon cancellation of the Cards, the Cardholder shall return all the Cards to the Bank cut diagonally. The Cardholder shall be liable for all charges incurred up to the date of receipt of the cut up Cards and duly acknowledged by the Bank.
- Waiver**

The Bank may at any time waive either unconditionally or otherwise any of these Terms & Conditions or any default or breach of the Cardholder, 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.
- Governing Laws**
  - 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
  - The Cardholder / Supplementary Cardholder 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 Cardholder to the Bank.

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