

MCB Internet Banking

Terms & Conditions

Please read the following terms and conditions carefully, since these constitute an agreement between the Bank and you, setting out rights and obligations in context of your use of the MCB Internet Banking Services. A Customer who avails the said Services shall be deemed to have read and accepted these Terms and Conditions.

This Agreement:

- Replaces all earlier terms and conditions relating to MCB Internet Banking Service (if any) to the extent that the same are modified / revised hereunder;
- Is in addition to all other terms and conditions that apply to your Eligible Account(s), therefore, if there is a conflict between the said terms and conditions and those contained herein, then the terms and conditions of this Agreement will prevail to the extent of the Service only.

Definitions

Some words and expressions used in this agreement carry specific meanings which are as follows:

'We'/ 'us'/ 'our'/ 'Bank' refers to "MCB", MCB Bank Limited, a banking company incorporated under the laws of the Islamic Republic of Pakistan, having its registered office at MCB Bank Building, 15-Main Gulberg, Jail Road, Lahore, Pakistan.

'You'/ 'your' means you, the customer, who is registered with us to use the MCB Internet Banking Service.

Agreement or "Terms and Conditions" mean this Agreement and the terms and conditions contained herein.

Business Day means any day on which the Bank is open to its customers / the public for any services.

Eligible Account(s) mean any and all current or saving deposit account(s) held by you with the Bank in which credits and debits may be affected by virtue of the Service and Accounts that you register with us to use the Service for.

Joint Account means accounts with operating instructions of either or survivor, where only primary account holder shall be eligible to register for internet banking service and operate the same

MCB Internet Banking Service or "Service" means MCB Internet Banking Services provided by us which enable you, through the Internet whether used via computer, mobile phone browser or any other device whatsoever, to access your Eligible Account to the extent provided, to view and obtain information available with us, pay your credit card bills, make bill payments, add beneficiary(ies) and give standing instructions or

affect transactions through your Eligible Account, as allowed by us or available through the Service. The bank reserves the right to link any & all accounts reside with the customer at any point in time.

MCB Internet Banking Service Software means any software supplied to you to enable you to access the MCB Internet Banking Service from time to time.

Password or “Security Code” means the Electronic Banking Personal Identification Code (secret word or combination of words, numbers and special characters used for identification) or secret code chosen by you that is used to confirm your identity, whenever you use the MCB Internet Banking Service.

Statement means bank statement for MCB Internet Banking Services or any service obtained by you from the Bank with reference to your Eligible Account(s), or any other or similar documentation, as applicable, depending on the MCB Internet Banking Service or other services provided by the Bank.

Your System means the equipment and software contained on such equipment used by you to access the MCB Internet Banking Service, including, without limitation, handheld devices such as mobile phones, smart phones, computers or other hardware.

Viruses has the meaning ascribed to it in section 6.2 below.

1. The Accounts On Which You May Use The MCB Internet Banking Services

- 1.1. By availing this Service, you agree to be bound by the terms of this Agreement and you agree that the MCB Internet Banking Service shall be available on all Eligible Account(s) with us, whether open now or to be opened in the future.
- 1.2. The MCB Internet Banking Service cannot be used on some types of accounts and we will advise you from time to time as to which accounts are eligible.
- 1.3. In order to use the MCB Internet Banking Service, you must be registered with us to use the MCB Internet Banking Service for Eligible Account(s). The Service must be activated for your Eligible Account by applying to the Bank through the Bank Branches in the prescribed form. The Bank shall be entitled at its sole discretion to accept or reject such applications. Any person using the Service is deemed to have read, understood and accepted these Terms & Conditions, and the applicable schedule of Bank charges issued and amended from time to time by the Bank for the Services.

2. Your Responsibilities For Security

- 2.1. You are responsible for the correctness of information supplied to the Bank for use of the Service. The Bank accepts no liability for any consequences whether arising out of erroneous information supplied by you or otherwise. If the Bank subsequently discovers any information supplied by the Customer is false, incorrect or erroneous in any respect, including information supplied at the time

of account opening, the Bank shall be entitled, at its sole discretion, to immediately terminate, suspend, block, or close the Customer's access to any of the Services. The Customer shall indemnify the Bank against any loss, damages, liability of any kind whatsoever that the Bank incurs as a result of any such incorrect or erroneous information, including but not limited to penalties imposed or other actions taken against the Bank by the State Bank of Pakistan or other regulatory or governmental authority in Pakistan. If the Customer becomes aware of any error in the information supplied to the Bank either in the registration form or any other communication, he/she shall immediately advise the Bank in writing, and in any event no later than 5 days of becoming aware of the same.

- 2.2.** To enable you to use the MCB Internet Banking Service, you will be asked to choose your own User ID and Password for when you login as per the Banks' User ID and Password Policy. The user ID and Password will both be used to identify you whenever you access the MCB Internet Banking Service. To ensure that you personally and exclusively access, operate alone and give instructions on your Eligible Accounts using the MCB Internet Banking Service, you must at all times adopt, observe and maintain the security procedures contained herein. In case of joint accounts the primary user is not authorized to share his/her password at any time with the secondary user and should the information be compromised through no fault of the Bank the primary user shall be responsible for the same.

Safeguarding your Password

- 2.3.** In connection with your Password :

- 2.3.1.** You should change your Password regularly and shall do so whenever the MCB Internet Banking Service prompts you to do so. You should not choose a Password you have already used before;
- 2.3.2.** Whenever you choose a Password, you must take care not to choose a password that is likely to be guessed by anyone trying to access the MCB Internet Banking Service, pretending to be you. For example, you should avoid your own or a relative's birthday, or any part of your telephone number;
- 2.3.3.** You must take all reasonable steps to ensure that you safeguard your Password at all times, whenever possible. You must not disclose any details of your Password to anyone else, including any member of our staff, or someone giving assistance on a technical helpdesk in connection with the MCB Internet Banking Service;
- 2.3.4.** You must not record your Password in a way that could make it recognizable by someone else as a Security Code;

2.3.5. If you discover or suspect that your Password or any part of it is known to someone else, you must immediately change the Password yourself through the MCB Internet Banking Service. If this is not possible, you must notify us immediately by calling at (021/042) 111-000-622 (or any other number we may notify for this purpose from time to time), thereafter, we will suspend use of the MCB Internet Banking Service until a new Password is set up.

2.3.6. Your Password should be the combination of lower case, upper case, numeric and special characteristics as per the MCB Bank User ID and Password Policy.

If the Password and username is conveyed via postal letter by the Bank, then it is suggested that after receipt of letter and remembering the username and Password, the letter should be discarded in a proper manner, leaving no possibility of interception.

Other security safeguards

2.5. You must not allow anyone else to operate the MCB Internet Banking Service on your behalf.

2.6. You must not leave Your System unattended while you are accessing the MCB Internet Banking Service, whether Your System is a device you have sourced independently of us or a device provided by us to access the MCB Internet Banking Service in one of our branches. The public nature of our branches makes it particularly important that if you access the MCB Internet Banking Service from a device in one of our branches, you do not leave that device unattended while on-line and ensure that you have properly logged out the said device before leaving the branch.

2.7. You must not access the MCB Internet Banking Service from a cyber / internet café or from any device connected to a local area network (LAN), such as an office environment, without first ensuring that no one else is able to observe or copy your access or obtain access to the MCB Internet Banking Service pretending to be you.

2.8. You must comply with any other requirements designed to protect the security of your use of the MCB Internet Banking Service which are notified by us to you from time to time, either by updating these Terms and Conditions or in any other manner whatsoever.

2.9. In the event that your MCB Internet Banking account remains inoperative for one (1) year, or any other period so notified by the Bank, it shall be classified as inactive, and may be blocked or suspended by the Bank.

- 2.10.** You acknowledge that the provision of the Services are regulated by the State Bank of Pakistan and agree that you shall not take any steps or do any act which will cause or be likely to cause MCB Bank to violate any applicable laws of Pakistan or any applicable rules and regulations of any governmental or regulatory authority including without limitation, of the State Bank of Pakistan.

3. Your Authority To Us To Carry Out Instructions

- 3.1.** You agree that the provision of the Password is adequate identification of the authority and authentication to use the Service by the person using the same. We are entitled to act on instructions received from the user of the Security Codes via the MCB Internet Banking Service without obtaining any further written or other confirmation from you, even if those instructions are not actually given or authorized by you.

- 3.2.** The customer acknowledges that all Instructions (whether authorized by us or not) are and shall be deemed to be irrevocable and binding on us upon transmission through the Service and the Bank shall be entitled to effect, perform or process such Instructions without our further consent and without any further reference or notice to us.

You may be authorized to apply for other products and services of the Bank through this Service. The terms and conditions for the specific products and services will apply, as the case may be. In case there are any application charges, the same will be automatically charged to your account on your making the application and the Bank is hereby authorized to do the same.

The customer hereby acknowledges and agrees that the Bank shall have an irrevocable authority to debit our pertinent account(s) for all payments and transfers made from such account(s), including for any costs, charges and expenses relating thereto. In case there is insufficient balance in any account to meet any Instructions for payments or transfers, including through Automated Teller Machine (ATM) Cards, the Bank shall not be obliged to honour such Instructions. The Bank shall be entitled to charge fees for access and use of the Service, which shall be posted from time to time in the Bank's schedule of charges. The Customer further acknowledges that there may be additional charges applicable to the Customer by other service providers, which include mobile service providers.

Your liability for unauthorized instructions

- 3.3.** You will be liable for misuse of your Password by someone giving unauthorized instructions, purporting to come from you, unless you prove to our satisfaction that you have:
- 3.3.1.** Ensured that all the security procedures described in these Terms and Conditions have been fully observed; and

3.3.2. Notified us that your Password is or might be known to someone else in accordance with section 2.3.5; provided, however, that any transaction that may already have taken place prior to your notification to us will not be the Bank's responsibility.

3.3.3. You will be held liable for all losses and expenses due to unauthorized use of your Password, if you have acted fraudulently or, with gross negligence, with intentional misconduct or if you are in willful default of any of the security obligations described in sections 2.1 to 2.3.4 and 2.5 to 2.8 inclusive of the notification requirements of section 2.3.5.

3.4. You will not be responsible nor have any liability for any instruction that is not authorized by you but is given using your Password if:

3.4.1. Such instruction by unauthorized person is given after you have notified us that you have discovered or suspect that your Password is known to someone else in accordance with section 2.3.5; or

3.4.2. Your Password has become known to the person giving the unauthorized instruction as a result of our failure to comply with clause 7.1 or any gross negligence or willful default on our part.

Acting on your instructions

3.5. You must not use the MCB Internet Banking Service to create an unauthorized overdraft on any of your Eligible Accounts and we are entitled to refuse to accept any instruction that would do so. If an unauthorized overdraft is created, we may take any action we think fit and charge any mark-up and charges to the Eligible Account in question (in accordance with the terms and conditions of that account). You agree that:

3.5.1. It is your responsibility to make sure that no unauthorized overdrafts are created; and

3.5.2. You will not rely on the operation of the MCB Internet Banking Service to prevent an unauthorized overdraft being created. In particular, you must remember that your cheques and any payment instructions you have given via the MCB Internet Banking Service might take time to clear and might not always be immediately reflected in the balance on your account.

3.6. When we receive a transaction instruction from you through the MCB Internet Banking Service, we will be entitled to debit any payment plus any charges payable for the transaction from the Eligible Account you have specified. You understand and agree that once any transaction instruction is given by you through the MCB Internet Banking Service, we will be under no obligation:

3.6.1. To reverse an instruction you have given; or

3.6.2. To accept an instruction that is conditional or reversible or which requires us to pay a third party sooner than we would be able to pay them following our normal banking channels / practices. However, if you do request a reversal of an instruction you have given through the Service, we may, at our discretion, try to do so to the extent that this is possible under the rules and practices of the banking system and any other rules or regulations for the time being in place within our Bank. You agree that you will be responsible for any costs we incur as a result.

3.7. The Bank, at its sole right and discretion, may:

3.7.1. Refuse to carry out any instruction given via the MCB Internet Banking Service; or

3.7.2. Require written confirmation from you of a particular instruction.

3.8. If we believe that an instruction may not have properly been authorized by you, we will be entitled to take steps to reverse any action taken on the basis of that instruction, after making reasonable efforts to check whether it was properly authorized. The Bank shall bear no responsibility for any loss caused by such reversal.

3.9. At the time of making payments for any utility bills, you must ensure that you do so carefully by putting in the correct amount and correct consumer number mentioned on your bill. We shall not be responsible for any wrong information provided by you, and the Bank shall not be responsible to make any alterations or reversals of such transactions.

3.10. You must keep in mind the cut-off timings mentioned above; you will be charged late payment charges in case of late bill payment. In case your bill details are not available at the time of payment and your bill payment due date is close; kindly use other modes of bill payment to avoid any late payment charges.

3.11. You agree that the Bank and/or its Affiliates may hold and process your personal information and all other information for the purpose of continuously providing the Services to you and any improvements or upgrades to such Services including without limitation for analysis, problem-solving, troubleshooting and credit scoring. You agree that unless you specifically request to “opt-out” by telephoning (021/042) 111-000-622 (or any other number as publicized from time to time), you consents to the Bank and/or its Affiliates using your personal information / data and its operation, for marketing purposes and commits to receiving marketing materials and literature from the Bank or any Affiliate(s) relating to any services and products they may wish, in their absolute discretion, to offer to the Customer at any time and from time to time.

- 3.12.** You agree and authorize the Bank to disclose to other institutions, such personal information as may be reasonably necessary for reasons inclusive of but not limited to participation in any telecommunication or electronic clearing network, in compliance with a legal directive, for credit rating by recognized credit scoring agencies, for audit, provision of services by any third party service providers, for collection and fraud prevention purposes, and as may be required by any court order or competent authority or agency under the provisions or applicable laws and/or otherwise to safeguard the interests of the Bank.

4. If You Hold Any Joint Accounts

MCB Internet Banking service is available on joint accounts with operating instructions (either or survivor), where only primary account holder is eligible to register for this service.

5. Operating Times, Changes and Disruptions

- 5.1.** We shall take all reasonable steps to ensure that MCB Internet Banking Service is always accessible and available except for when it is undergoing routine maintenance. Further, we shall not be responsible for any loss or damage caused by the slow response time or unavailability of the Service due to excess demand on the systems or any circumstances beyond our control.

- 5.2.** In connection with the MCB Internet Banking Service, we are entitled at any time to:

5.2.1. Change the mode of operation; or

5.2.2. Add to, remove or otherwise change, end or suspend any of the facilities available through the Service or change the interface of the Services, including any layout and design options, without any prior intimation to you; or

5.2.3. End the MCB Internet Banking Service by giving any notice as required under law, these Terms and Conditions or any other Bank rules for the time being in place.

- 5.3.** You must ensure that MCB Internet Banking Service instructions are placed at least four days prior to your required payment date. If confirmation of the payment is not received via Email / SMS, kindly contact the call center at (021/042) 111-000-622 to log a complaint.

6. MCB Internet Banking Service Software And Hardware

Software compatibility:

6.1. Each time you access the MCB Internet Banking Service, it may automatically install Your System with the MCB Internet Banking Service Software necessary to enable you to access and operate the Service. Alternatively, the MCB Internet Banking Service Software may be supplied to you by us in another manner, if requested. It is your responsibility to ensure that the MCB Internet Banking Service Software provided is compatible with Your System and any existing software on Your System. In the event that the MCB Internet Banking Service Software is not compatible with Your System or its existing software, the Bank shall not be liable to you for any loss you suffer as a result of any incompatibility between the MCB Internet Banking Service Software and Your System.

Protecting against Viruses:

6.2. You must take all reasonably practicable steps to ensure that Your System is free of any computer virus or similar device or software including but not restricted to, devices commonly known as software bombs, Trojan horses and worms (together "Viruses") and is adequately maintained in every way.

Access through third party MCB Internet Banking Services:

6.3. The Bank shall not be responsible for any internet banking services through which you access the MCB Internet Banking Service that are not controlled by us, or for any loss you may suffer as a result of your using the MCB Internet Banking Service. You must comply with all the terms and conditions of such a MCB Internet Banking Service and pay all the charges connected with it.

Ownership rights in connection with the MCB Internet Banking Service Software and other information:

6.4. By supplying you with the MCB Internet Banking Service Software to access the MCB Internet Banking Service, we are granting you a non-exclusive, non-transferable, temporary license to use the MCB Internet Banking Service Software for you to personally access the MCB Internet Banking Service, and for no other purpose. The MCB Internet Banking Service Software and all other material and information supplied to you contain valuable information that belongs to us, either directly or has been granted to us. You must not:

6.4.1. Use them except in connection with accessing the MCB Internet Banking Service;

6.4.2. Make copies, sell, assign, commercially rent, sub-license, otherwise transfer them to any third party; or

6.4.3. Try to decompile, reverse, engineer, input or compile any of the MCB Internet Banking Service Software.

6.5. If you access the MCB Internet Banking Service from a country outside Pakistan, you are responsible for complying with the local laws of that country,

including (but not limited to) obtaining any license needed for the import / export of the MCB Internet Banking Service Software to that country.

7. The Extent of Our Liability for Your Loss or Damage

7.1. We will take all reasonable steps to ensure that our systems in connection with the MCB Internet Banking Service are installed with adequate security designs to control and manage the risks relating to operating the systems, taking into account any law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to us from time to time. The customer hereby acknowledges that the Service is provided on an "as is", "as available" basis only and that the time periods during which the Service may be available are subject to change. The customer further agrees that the Bank shall be entitled (but shall not be obliged) at any time, at the Bank's discretion and without prior notice, to temporarily suspend the operations of the Service for updating, maintenance and upgrading purposes, or any other purpose whatsoever that the Bank deems fit, and in such event, the Bank shall not be liable for any loss, liability or damage which may be incurred as a result.

7.2. We will not be liable under any circumstance whatsoever for any loss or damage caused to you as a result of the MCB Internet Banking Service or any breach of these Terms and Conditions, including any direct, indirect, consequential or special loss, even if we have been advised of the same.

7.3. Under no circumstances shall the Bank be liable for any loss or damages sustained by you whatsoever and howsoever caused whether such damages are direct, indirect, incidental consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by you, or by any other third party; provided however that to the extent it is not possible under applicable law to exclude any liability for loss or damages, incurred by you, such liability shall not exceed the amount of PKR 500,000/- in any case. The customer hereby agrees to fully indemnify and hold harmless the Bank in respect of any loss incurred by you and/or any third party by virtue of the Service. Events in which the customer shall hold the Bank indemnified and the Bank shall not be liable to you include, without limitation:

7.3.1. Acting on an instruction which has been validly authenticated as coming from you, but is subsequently revealed to be given by somebody else (kindly refer to sections 3.3 and 3.4 which explain the exceptions to this rule);

7.3.2. Any incompatibility between Your System and the MCB Internet Banking Service; and

7.3.3. Save as provided in clause 7.1, any machine, system or communication failure , industrial dispute or other circumstances beyond our control that

leads to the MCB Internet Banking Service being totally or partially unavailable or to instructions given via the MCB Internet Banking Service not being acted upon promptly or at all;

7.3.4. You relying on any financial information provided as part, or by means, of the MCB Internet Banking Service;

7.3.5. Any misuse of Your System by you or anyone else; Any claim by any third party with respect to any loss incurred by them by virtue of your usage of the Service.

7.3.6. Any access of information regarding your Eligible Account(s) being obtained by a third party, as a result of your using the MCB Internet Banking Service, save when such access is obtained as a result of our gross negligence or our willful default;

7.3.7. Your failure to ensure that the terms and conditions applicable to the use of the Password are complied with at all the times;

7.3.8. If access is gained to your MCB Internet Banking Service through hacking or theft or divulgence of the Password by you;

7.3.9. Any loss or damage sustained by you as a consequence of any interruption, suspension or termination of the Services caused by any reasons beyond its control, including but not limited to issues affecting telecommunications network, internal network, internet connectivity, hardware & software failure;

7.3.10. In cases where your instructions cannot be completed for any reason including those specified in the preceding paragraph, you shall not hold the Bank responsible in any manner in the said transaction and contracts and your sole recourse in this regard shall be with the beneficiary of the transaction;

7.3.11. Any delay in carrying out your instructions for any reason whatsoever, including failure of operational systems or interweb network;

7.3.12. Illegal or improper use of the Services shall render the Customer liable for payment of financial charges as determined by the Bank and/or result in partial or complete suspension of the Services. Any penalties levied by any regulatory authority with regard to the use of the Service shall be to your sole account; and for any delay in delivery of the electronic statements and/or alerts, nor the inaccuracy of the information contained in such electronic statements and alerts, nor shall the Bank be liable for its inability to deliver the alerts for any reason whatsoever.

- 7.4.** The Bank shall only be liable to any loss or damage to you resulting from use of the Service, provided, such loss / damage is caused due to our gross negligence and willful default
- 7.5.** You shall indemnify us, our employees and our nominees or agents, promptly and on a full indemnity basis, from and against all actions, omissions, negligence, proceedings, claims, demands, damages, losses (including direct, indirect or consequential losses), costs and expenses including all duties, taxes, or other levies and legal costs as between solicitor and client (on a full indemnity basis) and other liabilities which we may incur or suffer from or by reason of your use of the MCB Internet Banking Service.
- 7.6.** Please note that the MCB Internet Banking Service currently has no facility for you to inform us of a particular time you would like the transaction to be carried out by. Should you feel that such information is vital to any transaction, you must speak to our staff on (021/042) 111-000-622. However, we shall be under no obligation to ensure that a transaction is conducted within the timeframe provided by you, but shall try our best to accommodate the same.
- 7.7.** You agree that by agreeing to these Terms and Conditions, you give the Bank the authority to use data you provide for use of the Service, for its business purposes, including without limitation, to contact customers to promote new MCB products.

8. If You Breach A Term Of This Agreement

- 8.1.** Should you breach any term of this Agreement, you hereby undertake to compensate the Bank for any loss we suffer as a result of such breach.
- 8.2.** You acknowledge and agree that the Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future, on the deposits held in the Eligible Accounts, whether in single name or joint name, to the extent of all outstanding amounts due from you, including without limitation, fees, charges, costs or expenses, and indemnity payments payable by you to the Bank, pursuant to these Terms and Conditions (as may be amended from time to time) or otherwise arising as a result the Services extended to and/or used by you.

9. Ending Your Use Of The MCB Internet Banking Service

- 9.1.** You may cancel your use of the MCB Internet Banking Service at any time by giving us one week's prior written notice, or in any other manner as notified by us from time to time. The customer agrees that the Bank holds the right to cancel the said services at its own sole discretion after giving notice through its website www.mcb.com.pk

9.2. We have the right to end or suspend your use of the MCB Internet Banking Service at any time, and will usually give you at least 30 days notice. However, we may give you a shorter period of notice or no notice if we consider it necessary for any reason whatsoever, including, without limitation, for security reasons or in the event that we believe you have used or may use the MCB Internet Banking Service to create an unauthorized overdraft or otherwise to operate any of your accounts in breach of any of the Terms and Conditions.

9.3. If your use of the MCB Internet Banking Service comes to an end for any reason, all instructions previously given through the Service shall not be affected thereby.

10. About Our Charges

10.1. We are entitled:

10.1.1. To charge you fees and charges for the MCB Internet Banking Service; and

10.1.2. To change those fees and charges from time to time by giving you at least 30 days' notice. If we give you such a notice, you will not have to pay any proposed increase so long as you cancel your use of the MCB Internet Banking Service during the 30 day notice period. However, your continued use of the MCB Internet Banking Service after the 30 day notice period shall conclusively be deemed to be your acceptance of such changes in fee and charges.

10.2. For avoidance of doubt, it is stated that the references to fees and charges in section 10.1 only apply to our charges for providing the MCB Internet Banking Service and do not apply to other charges for carrying out instructions provided by you to us through the Service. A list of charges applicable to various transactions conducted via the Service may be provided to you upon your request. You are expected to be aware of all applicable charges and upon submitting a request for any such transaction, are implied to have accepted and agreed to pay any such applicable charge.

11. Our Right To Make Changes To This Agreement

11.1. The Bank may from time to time and at any time in its absolute discretion as and when feasible, unilaterally revise, amend, delete or supplement any of these Terms and Conditions, whether in whole or part.

Such change to the Terms and Conditions shall be communicated to you through either MCB's website, e-mail, IVR, voice mail and/or text message sent to your mobile phone. Such amendments/alterations may also be displayed at the Bank's premises from time to time and on the portal for the Service, and

shall be binding on you. By continuing to use any existing or new services as may be introduced by the Bank, you shall be deemed to have accepted the changed Terms and Conditions.

11.2. We will give you 30 days' notice of any change before it takes effect, except when notice is required to be shorter keeping in view the interests of the Bank or in order to protect the security of the MCB Internet Banking Service or in other circumstances beyond our control. Once you have received notice of any change in the terms of this agreement, we will treat your subsequent use of the MCB Internet Banking Service as your acceptance of the change.

11.3. The Bank will be at liberty to notify you from time to time of any additional security or fraud prevention measures which you should comply with as a condition of its continued use of the MCB Internet Banking Services. The Bank will update security tips and measures on its websites and communicate the same to you through alerts.

11.4. This Agreement shall be governed by the substantive and procedural laws of the Islamic Republic of Pakistan. You acknowledge and agree that the terms hereof shall be in addition to any and all applicable banking laws, circulars, instructions of the State Bank of Pakistan and any other such circulars, notifications and instructions currently in place or subsequently enacted; and all the above shall form a part of this Agreement.

12. The Validity Of The Terms Of This Agreement

12.1. If any term(s) of this Agreement and / or any part thereof proves to be legally unenforceable in any way, it shall not affect the validity of the remaining term(s) of this Agreement.

12.2. You agree that the terms of this Agreement are fair and in the event that any term or part thereof proves to be legally invalid for any reason whatsoever, we are entitled to change that term or part of the term in a way that makes it valid, as we deem fit.

12.3. If we relax any of the terms of this Agreement once, this may be on a temporary basis or as a special case only. Such relaxation will not affect our right to enforce that term, or any other term, strictly at any time.

12.4. This Agreement cannot partially be accepted or rejected. You hereby agree to have read and accepted all Terms and Conditions prescribed herein without any change and shall abide by the same, including any amendment, alteration, etc. made hereto at our sole discretion.

12.5. The Bank shall be entitled to sell, novate, assign or transfer (1) the Bank's rights and obligations under these Terms and Conditions; and (2) all assets,

liabilities, deposits held, and all services and facilities offered under the MCB Internet Banking Service; and (3) any security in favour of the Bank (including all guarantee/s) to any person of its choice, including an affiliate or subsidiary company of the Bank in whole or in part and in such manner and on such terms and conditions as the Bank may decide. Any such sale, assignment or transfer shall conclusively bind the Customer and all other third parties.

13. Communications Between Us

13.1. Save as provided otherwise herein, you shall give us any notice in connection with the MCB Internet Banking Service in writing (in hard copy form) to any of our branches in Pakistan where you maintain an Eligible Account (or any other address we may notify to you from time to time for this purpose).

13.2. Any complaints in connection with the MCB Internet Banking Service should be directed to any of our branches in Pakistan where you maintain an Eligible Account (or any other address we may notify to you from time to time for this purpose).

13.3. Electronic mail is not a completely reliable or secure method of communication and you must not use it for sending us:

13.3.1. Notices in connection with the terms of this Agreement; or

13.3.2. Sensitive communications, such as payment instructions (payment instructions should be sent through the MCB Internet Banking Service in accordance with the terms of the relevant Eligible Account which you hold with us).

13.3.3. If we need to send you a notice, we will use the address you have given us most recently in connection with your Eligible Account(s).

14. MCB Internet Banking Service Quality: Recording Your Calls And Instructions

To protect both our customers and our staff, to help resolve any disputes between you and us and to ensure the quality of our services provided, you acknowledge and agree that:

14.1. We will record all telephone conversations between us and the users of the MCB Internet Banking Service; and

14.2. We will keep a record of all instructions given by customers via the MCB Internet Banking Service and all other customer information, in accordance with the law for the time being in place and for a duration as mentioned in such law.

15. Our Advertising

15.1. From time to time we may advertise our own products and MCB Internet Banking Services, and those of other subsidiary companies in the MCB Bank, through the MCB Internet Banking Service. If, in connection with other agreements with us, you have asked us not to send you any marketing material (or if you do so in the future), you agree that this restriction will not apply to advertisements placed on the Service portal.

15.2. The Bank will update its website for promotions for their Customers from time to time. It is the Customer's responsibility to check the social media presence of MCB Internet Banking, to learn about the latest offerings and promotions of the Bank. The Bank shall not be responsible if the Customer loses out on a promotion opportunity for any reason, including by not checking the latest updates posted on the Bank's social media channels.

16. The Laws Governing This Agreement

This Agreement is governed by the laws of Pakistan. Both parties agree to submit to the jurisdiction of the Pakistani Courts in connection with any dispute. This does not affect our right to pursue our remedies in the courts of any other jurisdiction which is appropriate.

A large, light blue, stylized logo of the letters "MCB" in a serif font, positioned centrally on the page. Below the logo is a solid light green horizontal bar.