

MCB LITE TERMS & CONDITIONS

TERMS AND CONDITIONS GOVERNING THE USE OF MCB LITE SERVICE BY MCB BANK LIMITED

Please read these terms and conditions carefully.

These terms and conditions are legally binding, so please read them through carefully before you accept and agree to the same. This Agreement becomes effective between you the customer and MCB Bank Limited, and its successors and assigns ("**the Bank**", "**MCB**", "**we**" or "**us**" or "**our**") at the time of Registration of the MCB Lite Mobile Wallet.

MCB Lite is a socially connected payments solution that saves everyone time and money.

This innovation enables you to control your finances and make payments through the use of a Visa Card and a Mobile Wallet.

These terms and conditions and any amendments thereto notified in the manner specified herein (the "**Terms and Conditions**") set out the rights and obligations of you, the Customer, and us, the Bank, in connection with your use of the MCB Lite Service, and utilization of all the branchless banking services through the channels permitted under the Branchless Banking Regulations (including but not limited to MCB assigned Agents throughout the country, any MCB Branch in the country, mobile, internet, automated teller machines, cash deposit machines, KISOK, POS, phone banking and IVR (the "**Channels**") as may be provided by the Bank, from time to time (the "**Services**"). These terms are at all times subject to the Branchless Banking Regulations and any relevant provision thereof will be deemed to be an integral part of these Terms and Conditions.

pass it on!

DEFINITIONS:

In these Terms and Conditions, the following words shall have the meanings defined as under:

"Activation" means granting of access by MCB to all the Services of MCB Lite Mobile Wallet and issuance of a PIN for the authentication of all transactions or payments through these Channels.

"Additional Cash Reward" has the meaning given to it in Condition 14 of these Terms and Conditions.

"Agent(s)" means agent(s) appointed by the Bank pursuant to the Branchless Banking Regulations for provision of relevant Services to the Bank's customers.

"Agreement" means the agreement formed between you and the Bank at the time of Registration of MCB Lite Mobile Wallet.

"Alerts" means the customized messages sent either by SMS on the Customer's mobile phone, email, or fax or any other modes of communication.

"ATM" means automated teller machine whether in Pakistan or overseas, whether of MCB Bank, or of any other Bank or third party owned or operated on a shared network, at which, amongst

other things, you can use the Debit Card to access your funds in your Branchless Banking Mobile Wallet, held with the MCB Bank in Pakistan.

"Branchless Banking Regulations" means the branchless banking regulations issued by the State Bank of Pakistan vide BPRD Circular No. 02 of 2008 dated 31st March 2008 as revised vide BPRD Circular No. 09 of 2011 dated 20th June 2011, and as may be further amended by SBP from time to time.

"Cash Reward" has the meaning given to it in Condition 13 of these Terms and Conditions.

"Channel(s)" has the meaning set out in the opening paragraph hereof.

"Complaint" has the meaning given to it in Condition 81 below.

"Complaints Redressal Procedure" means the procedure for redressal of complaints received from Customers in relation to the Services, as publicized from time to time on the Bank's website and available in hard copy form at designated branches and/or Agent(s) locations.

"Customer" , "You" or "Your" means any person Registered for an MCB Lite Account/Mobile Wallet or who has applied for an MCB Lite Account/ Mobile Wallet either through a MCB Branch, designated Agent or online on the prescribed form, or by entering his personal details/ KYC in a SMS Link sent by another Customer in accordance with Condition 11 below.

"Customer Instructions" has the meaning set out in Condition 29 below.

"GPRS/WAP Channel" means the access to internet provided by a MNO on GPRS/WAP enabled mobile phones.

"IVR" means interactive voice response.

"MCB Lite Mobile Wallet" or "Mobile Wallet" or "MCB Lite Account" or "Account" means the MCB Lite Mobile Wallet Account opened by the Customer in order to avail the MCB Lite Service offered by MCB under the Branchless Banking Regulations, and which will allow the Customer access to The Grid in the manner and to the extent determined by the Bank.

"MCB Lite Visa Card" means the ATM or debit card or any other card issued to the Customer to access funds in his or her MCB Lite Mobile Wallet.

"MCB Lite Service" means the Services offered on MCB Lite including the MCB Lite Mobile Wallet and use of the funds in the Mobile Wallet through mobile phone.

"MNO" means any mobile network operator through whom the Customer or the Bank receives the mobile services as notified by the Bank.

"The Mobile Payments Grid" or "The Grid" is a virtual space that digitally connects all the users of the Mobile Wallet in order to let them shop, pay bills, transfer funds, purchase airtime and manage transactions subject to any applicable terms, conditions, restrictions, and limitations from the convenience of their mobile phone and MCB Lite Mobile Wallet.

"Minimum Deposit" has the meaning given to it in Condition 10 of these Terms and Conditions.

"Referee" has the meaning given to it in Condition 11 of these Terms and Conditions.

"Referrer" has the meaning given to it in Condition 11 of these Terms and Conditions.

"Register", "Registered", "Registration" means registration of the Customer for the MCB Lite Mobile Wallet by the Bank after due verification of information provided by the Customer and satisfaction of all necessary 'know your customer' (KYC) and due diligence requirements as per Bank's internal policies and all applicable laws, rules and regulations (including the Branchless Banking Regulations and Prudential Regulations of the State Bank of Pakistan).

"Security Codes" or "PINs" means all user passwords, activation keys, digital keys, and/or digital signatures, as may be prescribed by the Bank from time to time for use with the MCB Lite Service for authentication / verification by the Bank of his / her identity.

"Service Provider (s)" includes but is not limited to any MNOs hardware and software providers, and any other organizations or individuals whose services the Bank uses for the purposes of providing any of the Services.

"Services" has the meaning given to it in the introductory paragraphs hereof.

"SMS" means Short Messaging Services offered by MNO's on mobile phones. These messages can be initiated by a customer or by the Bank.

"Standard Operating Procedures" means any applicable standard operating procedures issued by a MNO in Pakistan pursuant to the Pakistan Telecommunication (Re-Organization) Act, 1996 and regulations framed there under.

"Successful Customer Initiated Digital Referrals" has the meaning given to it in Condition 13 of these Terms and Conditions.

"Third Party Payees" includes but is not limited to utility providers, credit card companies, merchants and any other person or organizations who are counter-parties to any transactions or payments made using the MCB Lite Service.

"Transactions" means any payment for goods or services or other items or other financial transactions of any kind, including funds transfers, bill payments, mobile top-ups, purchase of prepaid cards, credit card bill payments etc and non-financial operations such as balance inquiry, mini statement and other information services available in the MCB Lite Service , and any other service which the Bank may at any time and from time to time be authorized to provide under the Branchless Banking Regulations.

"Customer Initiated Digital Referrals " has the meaning given to it in Condition 11 of these Terms and Conditions.

"Digital Wallet" means an instant wallet given to a customer upon successful NADRA verification for customer initiated digital referrals only. The customer will not be allowed any financial transactions through the digital wallet.

Opening of the "Mobile Wallet" (Account Opening)

1. An MCB Lite Mobile Wallet may be opened by the Customer by applying to the Bank through the Bank designated Agent(s) or MCB Branches in the prescribed form, or entering his personal details/ KYC on the online application form on the MCB Lite website. The Bank shall be entitled at its sole discretion to accept or reject such applications.
2. Any person opening or operating a Mobile Wallet 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 MCB Lite Services on The Mobile Payments Grid.

3. For the purpose of availing the Services, the Customer is required to be a mobile user of an MNO in Pakistan. The Bank may, in its sole discretion, advise the Customer from time to time of the compatible devices, mobile operator(s) and software(s) required for availing of the Services.
4. The Customer would have to ensure that the mobile phone and mobile operator he/she uses meets the criteria required to open and operate the MCB Lite Mobile Wallet and Services.
5. The Customer acknowledges and agrees that only one MCB Lite Mobile Wallet will be opened per CNIC and mobile number, and the MCB Lite Mobile Wallet limits shall be operated on CNIC basis.
6. Proper identification procedures including 'know your customer' (KYC) and customer due diligence requirements prescribed in the Branchless Banking Regulations and any other applicable rules or regulations of the State Bank of Pakistan to verify the identity of the Customer will be required at the time of opening the Mobile Wallet.
7. Each MCB Lite Mobile Wallet shall possess a distinctive number which will be the mobile number of the Customer provided for the use of MCB Lite Services, and which shall be quoted in all correspondence with the Bank relating to the MCB Lite Mobile Wallet and for the purposes of availing the Services.
8. In case the Customer changes his/her mobile number, the Customer shall immediately inform the MCB Bank by calling the MCB Call Center on the number 111-000-622 or any other number publicized by the Bank from time to time to update his new mobile number for his Mobile Wallet. It is the Customers' responsibility to ensure that the mobile number specified is registered in his/her name and the information is up to date as per PTA (Pakistan Telecommunication Authority) rules & regulations.
9. The Terms and Conditions applicable to MCB Visa Debit Card as publicized by the Bank on its website (<http://www.mcbvisadebit.com/download/terms-and-conditions-en.pdf>) as may be amended from time to time, shall apply to and form an integral part of these Terms and Conditions to the extent these relate to the use of MCB Lite Visa Card for accessing the MCB Lite Services. Except as above, if there is a conflict or inconsistency between these Terms and Conditions and the MCB VISA Debit Terms and Conditions, the Terms and Conditions of this Agreement shall prevail.
10. The Customer shall deposit cash of the prescribed minimum amount at the time of first cash in after Activation of the Mobile Wallet at any MCB Branch no later than thirty (30) days from Registration. In the event the Customer fails to do so, his/her Mobile Wallet shall be automatically closed and he/she shall neither be entitled to apply for its Activation at a later date nor refund any amounts that he/she may have paid. However, he/she may apply to open a new MCB Lite Mobile Wallet as per the prescribed Mobile Wallet opening procedure and upon paying the relevant amounts.

Customer Initiated Digital Referrals

11. Any time after applying for a MCB Lite Account/ Mobile Wallet, a Customer (the "Referrer") may initiate a digital referral of MCB Lite to any other mobile user(s) in Pakistan (the "Referee") by entering the Referee's mobile number in Mobile Wallet's (www.mcblite.com) "Pass it on" option ("Customer Initiated Digital Referral"). Provided there is no existing Mobile Wallet or Digital Wallet registered against the Referee's mobile number, a Digital

Wallet shall be registered against the Referee's mobile number, and a SMS simultaneously transmitted to his mobile number inviting him/ her to apply for a MCB Lite Mobile Wallet by entering his personal details in a secure web link contained in this SMS.

12. If the Referee does not apply for a MCB Lite Mobile Wallet by entering the required details within five (5) days of receipt of the Referral, the Digital Wallet created in his/ her favor will be automatically deleted. He/she will, however, be entitled to apply for a MCB Lite Mobile Wallet at a later date if he/she receives any other Referral(s) from other MCB Lite Customers or by applying on the prescribed form through an MCB Branch, MCB Lite Website, MCB Call Center, designated MCB Lite Agent or any other customer acquisition channel that MCB may inform the customer about from time to time.
13. If a Mobile Wallet is Registered in favor of the Referee by the Bank, and the Referee subsequently makes the Minimum Deposit no later than thirty (30) days of such Registration ("Successful Customer Initiated Digital Referral"), the Referrer will receive a cash reward of a prescribed amount from the Bank by way of credit in his/ her MCB Lite Mobile Wallet ("Cash Reward"); subject to the Referee having deposited the Minimum Deposit in his/her Mobile Wallet within 30 days of Registration. In the event the Referee fails to do so, his/her digital wallet will be closed and any Cash Reward as a result of any Successful Customer Initiated Digital Referral will also be cancelled.
14. Without prejudice to any other provision of this Agreement, the Customer agrees, acknowledges and understands that the scheme relating to the Customer Initiated Digital Referrals and any connected benefits in the form of cash rewards or otherwise is neither intended to be nor may be construed as being for an unlimited or indefinite period and the Bank may, at any time and from time to time, unilaterally vary, modify, supplement, amend, revise, terminate, withdraw, discontinue or suspend the operation of any of these Terms and Conditions relating to Customer Initiated Digital Referrals in whole or in part, and for any reason whatsoever, including, without limitation, if there is a change in any applicable Standard Operating Procedures or rules and regulations of any relevant governmental or regulatory authority, including the Pakistan Telecommunication Authority or the State Bank of Pakistan. The Customer agrees that it shall not hold the Bank liable in respect of any loss, damages, costs, expenses, claims, demands, proceedings and charges the Customer may incur or become subject to as a consequence of such cancellation or modification to these Terms and Conditions by the Bank. Further, the Customer agrees and acknowledges that it shall not have any right (vested or otherwise), entitlement or fair expectation that the Bank continues the scheme relating to the Customer Initiated Digital Referrals for an unlimited or indefinite period or to receive any Cash Reward, Additional Cash Reward or any other benefit in case the Bank at any time opts to vary, modify, amend, revise, suspend, terminate or discontinue the Customer Initiated Digital Referral scheme. For the avoidance of doubt, the Bank shall not be required to credit the Referrer's Mobile Wallet with a Cash Reward in respect of any Customer Initiated Digital Referral if the applicable Referee has not made the Minimum Deposit before the date of the amendment, variation, suspension or termination of any of these Terms and Conditions which affects the payment by the Bank of such Cash Reward in the Referrer's Mobile Wallet.

Mobile Wallet Features and Operation

15. The Mobile Wallet shall function as a current account with the exception that this Mobile Wallet can be accessed through any of the Channels.

16. The Terms and Conditions applicable to MCB's Mobile Banking Service as publicized by the Bank on its website (<http://home.mcbmobile.com/term-and-conditions/>) as may be amended from time to time shall apply to and form an integral part of these Terms and Conditions to the extent these relate to the use of mobile phone services for accessing the MCB Lite Services. If there is a conflict or inconsistency between these Terms and Conditions and the Mobile Banking Terms and Conditions, the Terms and Conditions of this Agreement shall prevail.
17. The Bank in its sole discretion shall be entitled to close those Mobile Wallets where the Bank is unable to collect the bank charges/fees and the associated government taxes for continuation of MCB Lite Service.
18. The Customer acknowledges and agrees to comply with any maximum deposit, withdrawal, balance, bill payment and transaction limits imposed by the Bank from time to time in order to comply with State Bank of Pakistan rules and regulations notified by the Bank to Customers from time to time.
19. If any transaction requested by the Customer may breach such limits the Bank shall be entitled at its discretion to refuse to comply with the same and/or be entitled to send Alerts to the Customer if the MCB Lite Mobile Wallet is close to such limit.
20. MCB Lite Mobile Wallet that remains inoperative for one (01) year will be classified as inactive, and may be blocked or suspended by the Bank.
21. The MCB Lite Mobile Wallet status will change to inactive after three wrong PIN tries.
22. Customer may request re-Activation of an inactive MCB Lite Mobile Wallet in the manner to be prescribed by the Bank from time to time.
23. If a deposit/instrument remains inoperative for a period of ten years, it will become unclaimed deposit and will be surrendered to the State Bank of Pakistan as per the provisions of Banking Companies Ordinance 1962 and rules and regulations of the State Bank of Pakistan at that time.
24. No profit or markup will be paid on funds held in the MCB Lite Mobile Wallet, and the MCB Lite Mobile Wallet shall not be allowed to be overdrawn.
25. The Bank may discontinue any or all of the Services at any time and for any reason whatsoever, in which case the Bank shall not be liable to compensate the Customer for any loss or damage which the Customer may incur as a result.
26. The Customer is responsible for the correctness of information supplied to the Bank for use of Mobile Wallet. The Bank accepts no liability for any consequences whether arising out of erroneous information supplied by the Customer 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 MCB Lite Mobile Wallet or access to any of the Services. The Customer shall indemnify the Bank against any loss, damages, liability of any kind 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.

27. 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.
28. All instructions, communications, operations or payments from the Customer under the MCB Lite Service shall be given by the Customer in the manner prescribed by the Bank ("Customer Instructions"). The Customer is responsible for the accuracy completeness and authenticity of the payment instructions provided to the Bank, its Agents, and Third Party Payees and the same shall be considered to be sufficient to operate the Mobile Wallet.
29. The Customer agrees that Customer Instructions shall be affected only after authentication of the Customer in accordance with the Bank's prescribed procedure. The Bank shall have no obligation to verify the authenticity of any transaction received from the Customer other than by PIN.
30. All records of the Bank generated by the Customer instructions shall be conclusive proof of the genuineness and accuracy of the Transaction and accompanying Customer Instructions. Except as otherwise provided in these Terms and Conditions, the Customer shall under no circumstances be entitled to dispute or repudiate any Transaction effected on its behalf by the Bank pursuant to Customer Instructions duly recorded by the Bank in terms hereof.
31. The Bank shall give the Customer an opportunity to view at least the last five (5) Transactions using the Channels free of cost, and upon payment by the Customer of a fee prescribed by the Bank, provide a written statement of Mobile Wallet for a period of not more than the past twelve (12) months.
32. The Bank may refuse to comply with the Customer Instructions without assigning any reason and shall not be under any duty to assess the prudence or otherwise of any Customer Instruction. Furthermore, the Bank may at any time suspend implementation of any Customer Instructions if they believe this may lead or expose the Bank to any direct or indirect loss, and/or require an indemnity or other security from the Customer before continuing to operate MCB Lite Mobile Wallet.
33. The Customer may, no later than 45 (forty-five) days from the date of any Transaction, notify the Bank in writing through the Complaints Redressal Mechanism that it disputes such Transaction ("dispute notice") along with his/her reasons for disputing the same. The Bank may, in its absolute discretion, review the Transaction and determine as it sees fit any requests made by the Customer for reversal of the Transaction. The Customer acknowledges and accepts that the Bank shall incur no liability to the Customer or any third party as a consequence of making any determination of any kind. The Customer further agrees that if the Bank receives the dispute notice more than 45 (forty-five) days after the disputed Transaction, the Bank is under no obligation to accept the dispute notice for further investigation.

The Bank will issue a complaint number for the disputed Transaction which must be used for all communications. The Customer shall bear all responsibility for obtaining a complaint number from the Bank and acknowledges that no dispute notice will be reviewed or accepted by the Bank unless the Customer has received a complaint number from the Bank.

34. The Bank shall only act as a payment facilitator and shall in no way be held responsible for the provision of any goods or services from a Third Party Payee against which payment is made through the MCB Lite Mobile Wallet or by using the Services. The Bank shall in no

circumstances be liable to the Customer or any third party for disruption or non-availability of the payment facilities offered by a Third Party Payee due to its non-performance or otherwise. The Customer authorizes the Bank to debit any fee charged by the Bank from his MCB Lite Mobile Wallet along with the purchase amount.

35. The Bank is entitled to invest the credit balance deposits in any manner in its sole discretion it thinks fit and make use of funds to the best of its judgment in the banking business.
36. The Customer hereby authorizes the Bank to recover any charges/fee as may be stipulated by the Bank for availing the MCB Lite Mobile Wallet and Services, by debiting the MCB Lite Mobile Wallet or by sending a bill to the Customer, as the Bank may see fit. If the Customer fails to make such payment within the time prescribed by the Bank, the Bank shall be entitled to recover such charges in any manner as the Bank may deem fit including by automatic debit of from the Mobile Wallet along with such markup/interest, if any, and/or withdrawal of funds from the MCB Lite Mobile Wallet without any liability to the Bank.
37. The Bank shall publish its schedule of charges for the Services on a quarterly basis as per the requirements of the Branchless Banking Regulations and make them available at all its branches, on its website, and at Agent locations. Any increases in charges or charges for additional services shall become applicable from the start of the relevant quarter.
38. The Bank reserves the right without prior notice to the Customer to debit from the MCB Lite Mobile Wallet or charge the Customer as the Bank in its sole discretion may think fit, in respect of any expenses, fees, commission, markup/interest, Zakat, withholding tax, stamp duty, and all other taxes of any nature, duty, or any other cost, charges or expenses as may be levied by the Federal or Provincial Government or any other governmental, regulatory or public sector authority from time to time including but not limited to any such tax or other payment chargeable on the balance or any deposits or withdrawals by the Customer from his MCB Lite Mobile Wallet All applicable taxes shall be recovered as per tax laws in force.
39. The Customer may request termination of the MCB Lite Mobile Wallet and Services by giving notice in writing in the manner prescribed by the Bank from time to time. The termination shall not take effect until the payment by the Customer of all sum, fees, charges and other amounts which have become due and payable to the Bank for use of the MCB Lite Mobile Wallet and Services. The Customer will remain responsible for any Transactions made up to the effective date of termination.
40. The Customer shall immediately instruct the Bank to block his MCB Lite Visa Card for security reasons in the event it is lost or stolen at any time by calling the MCB Call Center on the number 111-000-622 or any other number/means as publicized by the Bank from time to time.
41. The Bank may at any time and for any reason with or without notice, at its discretion withdraw, block, suspend or terminate the MCB Lite Mobile Wallet and Services either entirely or with reference to a specific Service including if there is a breach of any of these Terms and Conditions by the Customer or if the Bank learns of the death, bankruptcy or lack of legal capacity of the Customer. In all cases the Bank shall not incur any liability to the Customer or any third party upon such termination.

42. The Bank reserves the right to close without prior notice, any MCB Lite Mobile Wallet which in its opinion is not satisfactorily operated upon, or for any other reason whatsoever in the sole discretion of the Bank, and without disclosing its reasons for doing so to the Customer.
43. In the event the Customer's MCB Lite Visa Card is captured at the ATM, it will be delivered to the Customer on his/her mailing address registered with the Bank. Once the card is delivered, the Customer will have to call the MCB Call Center for activation of the card. In case the card is undelivered after attempts have been made to post to this mailing address, the card will be cancelled, and a new MCB Lite Visa Card will only be issued upon receipt by the Bank of the Customer's request.

Customer's Responsibilities and Representations

44. The Customer irrevocably and unconditionally undertakes to ensure the following:-

- a) The PIN and Security Codes are kept confidential
- b) To not let any unauthorized person have access to the mobile phone, the PIN, and Security Codes.
- c) To not leave his/her mobile phone unattended. It may be used wrongfully by someone having access to the Customer's personal information, Security Codes and/or PIN.
- d) To not in any circumstances store the PIN or Security Codes on his or her mobile phone as well as never write them on the MCB Lite Visa Card.
- e) To regularly change his or her PIN and Security Codes and avoid using easy-to-guess passwords and easily available personal information like birthdays, nicknames, mother's maiden name or consecutive numbers.
- f) To not disclose any personal information, including without limitation his or her address, mother's maiden name, telephone number, MCB Mobile Wallet number or e-mail address to any person or organization.
- g) To ensure that Bluetooth is switched off/ deactivated on his or her mobile phone when not in use.
- h) To ensure that the mobile or other electronic device being used to access the Mobile Wallet does not contain any spyware, worms, key logger, Trojans etc. that could result in a security breach of the Customer's personal information or Security Codes.
- i) To not to under any circumstances give any personal information in response to a voice call on their mobile phone that claims to be from the Bank.
- j) To not under any circumstances enter his or her PIN on any website, link received in an SMS or email, or on any other medium which asks for his or her personal credentials until or unless a request is initiated by the customer himself.

It is the Customer's responsibility to ensure that the PIN being entered is on a secure MCB webpage or SMS link and to beware of bogus or "look alike" SMS messages which are designed to deceive customers.

45. If the Customer discovers or suspects that his/her PIN or Security Codes or any part of them, or any personal information referred to herein are known to someone else, s/he shall immediately change the PIN or Security Code as applicable by notifying the Bank on 111-000-622 (or any other number we may advise from time to time). The Bank shall then

suspend use of the MCB Lite Mobile Wallet and/or MCB Lite Services by the Customer until the new PIN and/ or Security Code as applicable have been set up.

46. The Customer shall take all necessary precautions to prevent unauthorized and illegal use of their MCB Lite Mobile Wallet, including without limitation, the following:

- a) To keep records of wireless transactions by regularly checking alerts, and other statements, emails, SMS's and communications received from the Bank for any errors or unauthorized transactions promptly and thoroughly, and immediately notify the Bank of the same.
- b) To ensure, before doing any transaction or sending personal information, that the correct banking number and message format is being used.
- c) The Customer's registered phone/SIM shall only be used by the Customer and s/he shall take all necessary precautions and care to ensure that the same are not mislaid, lost or stolen.
- d) The Customer will receive SMS alerts in respect of any Transactions done by his MCB Lite Mobile Wallet. It is the Customer's responsibility to ensure that these SMS alerts accurately record the Transactions effected by the Customer in his or her MCB Lite Account. The Customer is required to keep his or her mobile number details updated at all times to ensure he/ she receives all such SMS updates.

47. The Customer must ensure he or she takes the following necessary precautions at the time of using the MCB Lite Visa Card on ATMs:

- a) Use an ATM that is familiar or in a well-lit locations where he or she **feels** comfortable. If the ATM is in a poorly lit or hidden area, use another ATM.
- b) To have his or her MCB Lite Visa Card ready before approaching the ATM, so as to avoid having to go through his or her wallet or purse to locate their MCB Lite Visa Card.
- c) Not to use an ATM that appears to have been tampered with or otherwise altered, and report such condition to the Bank.
- d) To be mindful of "shoulder surfers" when using ATM's. Stand close to the ATM and shield the keypad with hand when keying in the PIN and transaction amount.
- e) If the ATM is not working correctly, to cancel the transaction and use a different ATM. If possible, report the problem to the Bank.
- f) To carefully secure MCB Lite Visa Card and cash in the wallet, handbag or pocket before leaving the ATM.
- g) Not to leave the receipt behind, and compare ATM receipts to statements received from the Bank. It is the best way to guard against fraud and it makes record-keeping easier.
- h) Notify the Bank in advance of a change in address.
- i) Not to let other people use your Lite Card. If your Lite Card is lost or stolen, report the incident immediately to the Bank by calling the MCB Call Centre on the

number 111-000-622 or any other number publicized by the Bank from time to time.

48. The Customer must ensure he or she takes the following necessary precautions at the time of using the MCB Lite Visa Card for online/internet transactions/purchases:
- a) Use familiar websites; Shop at a trusted site rather than shopping with a search engine.
 - b) Never buy anything online using your debit card from a site that doesn't have SSL (secure sockets layer) encryption installed—at the very least.
 - c) Update your critical security patches and anti-virus and only shop from a secured internet connection.
 - d) Keep your computer's security software including anti-virus, anti-spyware, anti-spam and firewall products up to date.
49. Do not disclose personal or financial information to little-known or suspect websites. It is the responsibility of the Customer to safeguard his/her card number, expiry date and CVV as well as to ensure the websites used for online purchases are trusted and secure. The Bank will not be held liable if his/her card information is used in a fraudulent manner or if transactions are carried out on suspicious websites. The Customer agrees to keep a copy of the transaction reference number provided by the Bank whenever he or she performs a Mobile Wallet transaction as evidence that the specific transaction was actually executed.
50. If the Customer becomes aware of any transaction on his/her Mobile Wallet which has not been validly authorized by him/ her, or his or her registered phone/SIM is lost or stolen, Customer believes that his/her MCB Lite Mobile Wallet has been accessed without his/ her knowledge or consent, or that his/her PIN has been fraudulently used, the Customer shall immediately notify MCB by telephoning 111-000-622 (or any other number we may advise from time to time), if the customer fails to do so, the Bank shall not be held liable for any loss or damage caused to the Customer. The Bank has the right at its discretion to suspend, cancel or otherwise refuse to carry out the Transaction where it has not been completed, or block, access to or suspend the operation of his or her Mobile Wallet for such period as it may, in its absolute discretion consider necessary. The time at which the Bank receives instructions to block access to the MCB Lite Mobile Wallet will be determined and certified by the Bank and such determination shall be binding and conclusive on the Customer.
51. In addition, if Customer's registered phone/SIM is lost or stolen, Customer shall immediately notify his/her MNO with written instructions to block and prevent misuse of the phone/SIM.
52. The Customer agrees that MCB shall under no circumstances be liable in the event any unauthorized person gains access to the Customer's MCB Lite Mobile Wallet or Debit card by utilizing information stored in the Customer's mobile phone including the Customer's PIN or Security Codes, or by using information relating to the Customer's Mobile Wallet transmitted from his mobile phone by a Bluetooth device, wifi or other means including but not limited to spyware, key loggers, Trojans, worms, viruses, and phishing or for any unauthorized withdrawals from the Customer's MCB Lite Mobile Wallet or transactions carried online, or any other loss or damage that he or she incurs as a result of the Customer's failure to adhere to the protective measures set out in these Terms and

Conditions, and shall indemnify MCB in respect of any loss, expenses, damages or any other liability of any kind MCB may incur as a result.

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

54. The Customer undertakes and agrees not to use or permit the use of the MCB Lite Mobile Wallet and Services for any illegal or improper purposes and shall comply with all applicable laws and regulations governing the MCB Lite Mobile Wallet. In this regard, the Customer undertakes and represents that:

- a) He/she has full right and/or authority to access and avail the MCB Lite Mobile Wallet and Services obtained and the goods purchased through it.
- b) He/she shall provide MCB such information and/or assistance as is required by the Bank for the operation of the MCB Lite Mobile Wallet and performance of Services and/or any other obligations of the Bank under this Agreement.
- c) He/she shall be held liable for any illegal funds transfer and money laundering done through his/her MCB Lite Mobile Wallet.

55. The Customer agrees that he/she shall be liable to the Bank and absolve the Bank from any liability for the following to the fullest extent permitted by law :

- a) The Customer shall ensure that the terms and conditions applicable to the use of PIN are complied with at all the times.
- b) The Customer shall be solely responsible and the Bank shall not be liable if access is gained to Customer's MCB Lite Mobile Wallet through forgery, wiretapping, theft or divulgence of PIN by the Customer.
- c) The Bank shall under no circumstances be liable for any loss or damage sustained by the Customer 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.
- d) In cases where the Customer's instructions cannot be completed for any reason including those specified in the preceding paragraph, the Customer shall not hold the Bank responsible in any manner in the said transaction and contracts and the Customer's sole recourse in this regard shall be with the beneficiary of the transaction.
- e) The Bank shall not be responsible for any delay in carrying out the Customers' instructions for any reason whatsoever, including failure of operational systems or telecommunications network.
- f) Illegal or improper use of the MCB Lite Mobile Wallet 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 MCB Lite Mobile Wallet. Any penalties levied by any regulatory authority with regard to the use of the Customer's MCB Lite Mobile Wallet shall be to the Customer's sole account.

- g) The Bank shall under no circumstances whatsoever is held responsible or liable by the Customer 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.
56. Under no circumstances shall the Bank be liable for any loss or damages sustained by the Customer 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 the Customer, 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 the Customer, such liability shall not exceed the amount of Rs. [1M] in any case.
57. Without prejudice to the generality of the foregoing, the Customer agrees that it shall not in any circumstances hold the Bank liable for the acts or omissions of any other third party service providers in the provision of the Services, including mobile phone service providers and internet operators including for non-delivery, delay, errors, loss, distortion in transmission of and wrongful transmission of Alerts to the Customer, and for non-availability of the services or non-performance by any MNOs or other service providers or any loss or damage caused to the Customer as a result of the use of the Services.
58. The Customer agrees to fully indemnify and hold harmless the Bank including its officers, employees and agents, (1) against all losses and expenses which the Bank may incur, sustain, suffer or is likely to suffer in connection with the Bank's, or Third Party Payees' execution of the Customer Instructions; (2) against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses incurred by the Bank as a consequence or by reason of providing the MCB Lite Mobile Wallet and Service to Customers; and (3) for any action taken or omitted to be taken by the Bank its officers, employees or agents, on the instructions of the Customer.
59. The Customer will pay the Bank such amount as may be determined to be sufficient to indemnify it against any loss or expense mentioned hereinabove, even though such loss or expense may not have arisen or are contingent in nature.
60. The Customer agrees and acknowledges 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 MCB Lite Mobile Wallet or in any other Mobile Wallet, whether in single name or joint name, to the extent of all outstanding amounts due from the Customer, including without limitation, fees, charges, costs or expenses, and indemnity payments payable by the Customer to the Bank, pursuant to these Terms and Conditions (as may be amended from time to time) or otherwise arising as a result the MCB Lite Mobile Wallet and Services extended to and/or used by the Customer. MCB 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 Lite, including but not limited to the Bank's Facebook page, website, Twitter page, to learn about the latest offerings & 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.

Dealings with Agent(s)

61. The Customer acknowledges and understands that various services will be provided through Agent(s) including those relating to the opening and operations of the MCB Lite Mobile Wallet. The Customer agrees not to disclose or share any PIN, Security Code and personal information of the Customer with the Agent(s), their employees or representatives.
62. The Customer agrees to familiarize itself with the fees, charges and/or penalties to be paid for or in respect of the Services from time to time, which will be available at the Bank's website, its branches or Agent(s) locations and agrees not to pay any fees, charges and/or penalties for the Services through the Agent(s) which exceed the schedule of charges notified by the Bank.
63. The Customer agrees and undertakes to immediately report any complaints about the conduct of the Agent(s), in particular any suspected instances of fraud or dishonesty by the Agent(s)/its employees or representations via the Complaints Redressal Procedure.
64. Whilst the Bank does not purport to limit or restrict in any way the responsibilities imposed on it for the acts and commissions of the Agent under the Branchless Banking Regulations, the Customer agrees and understands that he/she shall be responsible for exercising due care and caution in dealings through the Agent(s) generally and in the manner provided above and any losses incurred on account of the Customer's failure to do so shall be the responsibility of the Customer.

Confidentiality and Data Disclosure

65. The Customer agrees that the Bank, its Affiliates, and/or Service Providers may hold and process his/her personal information and all other information concerning his/her MCB Lite Mobile Wallet and its operation on computer or otherwise for the purpose of continuously providing the services to the Customer and any improvements or upgrades to such services including without limitation for analysis, **problem-solving, troubleshooting** and credit scoring. The Customer agrees that unless he/she has specifically requested to "opt-out" by telephoning 111-000-622 (or any other number as publicized from time to time), he/she consents to the Bank and/or its Affiliates using his/her personal information/data relating to the MCB Lite Mobile Wallet 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.
66. The Customer agrees and authorizes 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.
67. The Bank, in compliance with applicable laws and regulations may intercept & investigate any payment messages and other information or communications sent to or by the Customer or on the Customer's behalf via another bank and this process may involve making further enquiries.

68. The Customer irrevocably and unconditionally authorizes the Bank to access his/her MCB Lite Mobile Wallet for effecting banking or other transactions performed by the Customer through the MCB Lite Mobile Wallet and Services, and obtain from the Customer's telecommunication services provider, any messages log details if so required by the Bank. In this regard the Customer agrees that it shall provide all required authorizations, consents, approvals or other written instructions, which may be required by any third party who has custody of such information.
69. The Customer acknowledges that the software underlying Services, any software provided by the Bank to be downloaded to Customer's mobile as well as other related electronic services software which are required for accessing the MCB Lite Mobile Wallet are the legal property of the Bank and relevant vendors and does not convey any proprietary or ownership rights in such software to the Customer. The Customer shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying the MCB Lite Mobile Wallet and Services or create any derivative product based on the software.

General

70. 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.
71. Such change to the Terms and Conditions shall be communicated to the Customer in through either MCB's website, e-mail, IVR, voice mail and/or text message sent to Customer's mobile phone. Such amendments/alterations may also be displayed at the Bank's premises from time to time, and at Agent locations, and shall be binding on the Customer. By continuing to use any existing or new services as may be introduced by the Bank, the Customer shall be deemed to have accepted the changed Terms and Conditions.
72. The grant to, and use of, the MCB Lite Mobile Wallet and Services by a Customer is purely personal in nature and is neither assignable nor transferable under any circumstances.
73. Any change in the address of the Customer should be immediately communicated in writing to the Bank. The post office and other agents for delivery shall be considered agents of the Customers for delivery of letters; remittances etc. and no responsibility shall be accepted by the Bank for delay, non-delivery of communications sent by the Bank.
74. In case of the Bank receiving notice of the demise of an individual Customer, the Bank will not be obliged to allow any operation or withdrawal except on production of a succession certificate/letter of administration or other court order, from a court of competent jurisdiction and any other legal formalities as may deemed appropriate by the Bank.
75. The Bank may publish notices of a general nature, which are applicable to all Customers in newspapers or on its website. Such notices will have the same effect as a notice served individually to each Customer. Moreover, the Bank can send notifications regarding services and general instructions to Customers through any Channel.
76. The Bank shall be entitled to sell, novate, assign or transfer (1) the Bank's rights and obligations under this Agreement; and (2) all assets, liabilities, deposits held, and all services and facilities offered under the MCB Lite Mobile Wallet and Services; and (3) any security in favor 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.

77. The Customer agrees to be bound by the terms and conditions that may be agreed between the Bank and purchaser/acquirer on which a sale/transfer of the MCB Lite Mobile Wallet and/or Services may be affected by the Bank.
78. The Customer's heirs, legal representatives, executors, administrators and successors are bound by the Terms and Conditions.
79. The Bank may sub-contract and employ agents to carry out any of its obligations under this Agreement.
80. This Agreement shall be governed by the substantive and procedural laws of the Islamic Republic of Pakistan.
81. The Customer hereby agrees that any complaint, claim or grievance ("Complaint") of any kind arising out of his/ her use of or access to the MCB Lite Service shall initially be notified to the Bank for its determination via the Complaints Redressal Procedure. In the event of any conflict or inconsistency between any provision governing such Complaint set out in these Terms and Conditions and the Complaints Redressal Procedure, the provisions herein shall be followed by the Parties.
82. In the event the Customer reasonably believes that any determination by the Bank pursuant to the Complaints Redressal Procedure does not provide an effective remedy or redress any infringement of his/ her legal rights, he or she agrees to bring any legal action or proceedings arising out of or in connection with such Complaint in the competent courts at Karachi or Lahore in Pakistan and irrevocably submits himself or herself to the jurisdiction of such competent courts. The Bank may, however, in its absolute discretion, commence any legal action or proceedings arising out of or in connection with this Agreement in any other court, tribunal or other appropriate forum, and the Customer hereby consents to that jurisdiction.
83. The Customer acknowledges that the provision of the Services and his/her MCB Lite Mobile Wallet are regulated by the State Bank of Pakistan and, in addition thereto, the procedure relating to Customer Initiated Digital Sales is regulated by the Pakistan Telecommunication Authority, and agrees that he/ she shall not take any steps or do any act which will cause or be likely to cause MCB 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 and the Pakistan Telecommunication Authority.