

MCB Live T&Cs

These Terms and Conditions shall apply to all customers using MCB Live Internet/Mobile Banking. The access to MCB Live is subject to approval by MCB Bank Ltd. The terms and conditions are binding on the Customer and govern the use of MCB Live. It is important for the Customer to read these Terms and Conditions carefully. By registering and/or using MCB Live, the Customer unconditionally accepts and agrees to act in accordance with these Terms and Conditions. MCB Bank Ltd may from time to time amend these Terms and Conditions. The Customer will be notified in advance of any changes in these terms and conditions within the time prescribed by SBP. The manner in which notifications herein will be given to Customer is the bank's sole discretion. The Customer will have the option to terminate MCB Live services if he does not agree with the amended terms and conditions. If the Customer continues to use MCB Live services after effective date of the amendment, the bank will have sufficient reason to believe that the Customer has read and agreed to the amended terms and conditions.

Definitions

In this document the following words and phrases shall have the meanings as set below unless the context indicates otherwise

- "MCB" refers to MCB Bank Ltd.
- "Customer" refers to the MCB Account holders authorized to use MCB Live Internet/Mobile Banking. In case of the Customer being a minor, the guardian of such minor shall be permitted to use MCB Live Internet/Mobile Banking.
- In this document all references to the Customer being referred in masculine gender shall be deemed to include the feminine/other genders as well.
- "MCB Live" refers to the Internet/Mobile Banking services offered by MCB to the Customers.
- "MCB Live" is one of the fastest and the most convenient way to access your MCB Account(s) over the internet. Customers can view balances, transfer funds, pay bills online and avail other financial services as MCB may provide from time to time. The availability/non-availability of a particular service shall be at the sole discretion of MCB.
- "Account(s)" refers to the Customer's bank account(s) and/ or credit card account and/ or home loan account and/ or Cash line account and/ or Wallet

Account and/or auto loan account and/ or consumer loan account and/or any other type of account (each an "Account" and collectively "Accounts", so maintained with MCB Bank Ltd ("MCB") which are eligible Account(s) for operations through the use of MCB Live.

- "Account Information" means information pertaining to the Account(s) maintained by the Bank for the customer including personal and financial information as regulated by SBP.
- "Alerts" means the necessary Account Information provided or shared by MCB to the Customer using the Customer's email address or registered phone number (SMS), based on the specific request of the Customer which customer has subscribed using MCB Live.
- "SMS" means short message service which includes the storage, routing and delivery of alphanumeric messages over GSM telecommunication system.
- "Terms" refer to terms and conditions herein for use of MCB Live. □
 "OTP" means a one-time password, used for security verification(s).
- "Personal Information" refers to the information provided by the Customer with consent to MCB.
- "Affiliate" means the MCB business partners and vendors.
- "Payment Instruction" shall mean any instruction given by a Customer to debit his account for any purpose via MCB Live Internet Banking Website or mobile banking applications. These instructions may include but are not limited to bill payments, purchasing vouchers or mobile top-ups, transferring funds from the Account held by the Customer to accounts held by other approved Customers with MCB or other Banks. The Bank may in its sole and exclusive discretion confine this facility only to certain services.

Applicability of Terms

These terms form the contract between the Customer and MCB for MCB Live Internet/Mobile Banking services. The Customer shall apply/subscribe to MCB in the prescribed form for use of MCB Live. MCB shall be entitled at its sole discretion to accept or reject such applications. By applying for MCB Live for the first time, the Customer acknowledges and accepts these Terms & Conditions.

These terms and conditions are in addition to those which are agreed by the customer along with the account opening form.

MCB Live Service

For the purpose of availing MCB Live Internet/Mobile Banking, the Customer is required to be an Internet user. MCB will advise from time to time the compatible

software such as Internet browsers or mobile OS versions; and it is advised to the Customer that the browsers/mobile OS versions should be updated with the recent security updates which are required for MCB Live. There is no obligation on MCB to support all the versions of available Internet browsers/Mobile OS platforms.

MCB Live Access

The customer would be assigned a login ID and secret password by MCB to access their account(s) via MCB Live internet/mobile banking. In case of Mobile Banking, customer would have the added option to login via fingerprint/facial ID recognition (where supported by the customer's mobile device) at his/her own risk since fingerprint/facial ID recognition are a weak form of authentication. There is no obligation on MCB to support fingerprint/facial ID recognition across all versions of available Mobile OS platforms on different mobile devices.

Furthermore, the Customer will be required to change the password on a frequent basis. To verify and confirm any financial transactions (bill payments, fund transfers etc.) the Customer shall also be provided with an OTP.

Instructions

All instructions for operating MCB Live Internet/Mobile Banking shall be given through the Internet to the Customer in the manner indicated by MCB.

The Customer is also responsible for the accuracy and authenticity of the Payment Instruction provided to MCB and/or Affiliates and the same shall be considered to be sufficient to operate MCB Live.

MCB shall not be required to independently verify the Payment Instruction; an instruction is effective unless countermanded by further instructions. MCB shall have no liability if it does not or is unable to stop or prevent the implementation of any instruction.

Where MCB considers the instructions to be inconsistent or contradictory it may seek clarification from the Customer before acting on them; or act upon any such instruction as it deems fit.

MCB states that it has no liability or obligation to keep a record of instructions to provide information to the Customer or for verification of Customer's instructions. MCB may refuse to comply with the instructions without assigning any reason and shall not be under any duty to assess the prudence, or otherwise, of any instruction and

have the right to suspend operations through MCB Live if it has reason to believe that the Customer's instructions will lead or expose to direct or indirect loss, or possibly require an indemnity from the Customer before continuing to operate MCB Live.

In pursuit of compliance with laws & regulations, MCB may intercept and investigate any payment messages along with other information or communications sent to, or by the account holder, or on the account holder's behalf through other bank. This process may involve making future inquiries. The Customer shall be free to give Payment Instruction for transfer of funds for such purpose as he/she shall deem fit. The Customer, however, agrees not to use or permit the Payment Instruction or any related services for any illegal or improper purposes.

For this, the Customer ensures that

- He/ She has full right and/or authority to access and avail the services obtained; the goods purchased and shall observe & comply with the applicable laws & regulations in each jurisdiction in applicable territories.
- He/ She shall provide MCB such information and/or assistance as is required by MCB for the performance of the Services and/or any other obligations of MCB under this Agreement.
- He/ She shall not; at any time; provide to any person, with details of the accounts held by him with MCB including, the user ID, account passwords, account number(s), card number(s), OTP and PIN which may be assigned to him by MCB from time to time.
- He/ She shall ensure the cyber hygiene of the device(s) in use is ensured, which is used to access MCB Live Internet/Mobile Banking.

Other security safeguards

- The customer must not allow anyone else to operate MCB Live Internet/Mobile Banking on their behalf.
- The customer must not leave their System unattended while accessing MCB Live, whether their System is a device sourced independently of us or a device provided by us to access MCB Live in one of our branches. The public nature of our branches makes it particularly important that if the customer accesses MCB Live from a device in one of our branches, they do not leave that device unattended while on-line and ensure that they have properly logged out the said device before leaving the branch.
- The customer must not access MCB Live from a cyber / internet cafe 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 their access or obtain access to MCB Live pretending to be them.

- The customer must comply with any other requirements designed to protect the security of their use of MCB Live which are notified by us from time to time, either by updating these Terms and Conditions or in any other manner whatsoever.
- In the event that the customer's MCB Live Internet/Mobile 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.
 - The customer acknowledges that the provision of Services is regulated by the State Bank of Pakistan and agrees that they 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.

Process

The customer is duly bound to acquaint himself with the detailed process for using the facility and MCB is not responsible for any error / omissions by the customer.

The processing of registration requests for the facility via any registration form, ATMs, Branches, Contact Center, website and/ or other shall require a minimum of 3 days from the time of successful submission. Requests received on a non-working day shall be processed on the following working day.

MCB is not bound to acknowledge the receipt of any query instructions, nor shall the Bank be held responsible to verify any Instructions. The Bank shall endeavor to provide Instructions on a best effort basis and wherever operationally possible for the Bank.

The customer is solely responsible for intimating in writing to MCB or by calling the call center/ helpline for any change in his/her mobile phone number and the Bank will not be liable for sending alerts or other information over the customer's mobile phone number in any way, whatsoever.

The customer acknowledges that the facility is available via a sensitive electronic system and is dependent on the telecommunications infrastructure, connectivity and services within Pakistan. The customer accepts that timeliness, of alerts sent by the

Bank will depend on factors affecting the telecommunications industry. Neither MCB nor its service providers shall be liable for spoofing, errors or delays in transactions, delivery of alerts, error, loss, distortion in transmission of and wrongful transmission of alerts to the customer.

MCB shall endeavor to provide the facility on a best effort basis and the customer shall not hold the Bank or its partner(s) responsible/ liable for non-availability of the facility or any loss or damage caused to the customer as a result of use of the facility (including relying on the facility for the customer's personal, investment or business purposes). The Bank or its service providers shall not be held liable in any manner to the customer in connection with the use of the facility.

The customer accepts that each alert may contain certain financial and / or nonfinancial account(s) information relating to the customer. The customer authorizes the Bank to send account related information, though not specifically requested, if the Bank deems that the same is relevant.

The customer must keep the SIM card and his/her mobile phone in secure / safe custody at all times. The customer shall be solely responsible for the consequences in case the customer fails to adhere to the above and / or in case of any unauthorized use of his/her mobile phone or SIM card.

By agreeing to the terms and conditions of MCB Live Internet/Mobile Banking, the customer accepts the option to use enhanced options, as and when they are made available by MCB, which may include but not be limited to; information requests and purchase of investment and insurance products, other non-Banking products offered by partner(s) of MCB, additional bill payments, transferring from one currency to another, international and internal remittances. Upon the Bank offering the enhanced options, the customer shall be advised the fees charged if any for the various enhanced options made available. Such options may or may not be charged on a per transaction basis or otherwise as determined by the Bank.

Customer Awareness on Frauds

MCB Bank believes in taking strong measures to ensure the security of your financial information. And while MCB Live Internet/Mobile Banking is a convenient tool to facilitate you, we urge you to take precautions to protect yourself from unnecessary risks. Please note that MCB Bank will never ask you for your personal information on phone or by email, and that you will be liable for any financial loss in the event you share your credentials with anyone claiming to be from MCB Bank, law enforcement

or regulatory agencies or representatives of social benefit programs of the Government of Pakistan.

Sign on at least once a week and review your account information. If you notice any change to your account that you didn't make, reach us through MCB Contact Center (021)111-000-622 immediately. It's important to let us know when your email addresses or phone number has changed. Conduct regular review of who has access to your account to ensure any authorized users are current.

Review your bank transactions regularly to make sure these only reflect transactions you have made. If you see any anomalies, reach us through MCB Contact Center (021)111-000-622 immediately.

SMS Alerts are a convenient tool to keep track of your transactions. This service also allows early detection of suspicious activities. Get yourself registered for SMS Alerts, and have instant notifications delivered to your mobile phone so you can stay updated on your account activity. Please refer to the Bank's Schedule of Charges for information on SMS Alerts subscription fee.

Identity theft occurs when an unauthorized person obtains essential information about you such as your CNIC, date of birth, and mother's maiden name and misuses this information.

To protect against this, make your User ID, PIN and Password as secure as possible. A good password is essential for the security of your banking credentials. Avoid using a password or a variation of a password that you have already used. Avoid using any variation of your name, or names of family members or pets, as these can sometimes be found on social media.

Try to complete your banking transactions in one go and end your sessions by always signing off.

Spoof emails (also known as phishing or hoax emails) appear to be from trusted sources. To bait you, a spoof email may say there's an urgent matter which requires your attention and then asks you to click a link back to a spoof website to provide personal information. Just by selecting the link fraudsters may be able to access your computer and capture your passwords. Please beware of spoof web forms that ask you to provide confidential information that a genuine organization would not ask the customer to enter for a particular transaction.

A spoof website is one that mimics the banks website, use a fake URL to lure you into disclosing confidential information. To make spoof sites seem legitimate, fraudsters use the names, logos, of the bank

The best way to get to any site is to type its address (URL) into your browser. Do not provide your User ID, PIN/ password or other personal identification information in an email. If you think you are a victim of identity theft or spoofing, please immediately reach us through MCB Contact Center (021)111-000-622 to report the matter.

MCB Live Password

MCB assumes that the customer irrevocably & unconditionally undertakes to ensure that the password to their MCB Live Internet/Mobile Banking Account is kept confidential; and to not let any other person have access to MCB Live.

If the Customer forgets their MCB Live password, he/she may request for the issuance of a new password through MCB Live's website/mobile app/ Contact Center.

MCB shall in no way be held responsible, or liable, if the Customer incurs any loss as a result of his account(s) information being disclosed to any party with customer consent; or if any customer information is required to be disclosed by law.

Pursuant to the access of MCB Live, Customer shall fully indemnify and hold MCB harmless in respect of the same.

The Customer shall maintain the secrecy of all information of confidential nature and shall ensure that the same is not disclosed to any person voluntarily, accidentally or by mistake. Customer shall not disclose details of his Password, Security PIN/Codes (OTP) or ATM PIN to anyone, not even to a member of bank staff or to someone giving assistance on a technical helpdesk in connection with MCB Live or any official from the government or any of its security agencies and other institutions.

Biometric Login

Biometric Login is a feature of MCB Live mobile apps for Android & iOS smartphones where the Customer can confirm their identity by using Fingerprint/Touch ID or Face ID (only supported on iPhone mobiles with Face ID feature) registered on his/her mobile device. In order to use Biometric Login, the Customer shall ensure the following:

1. The Customer must be a valid user of MCB Live Internet/Mobile Banking.
2. The Customer must install MCB Live app on Android Phone with Fingerprint Scanner or iPhone mobile with Touch ID/Face ID feature.
3. The Customer must activate the fingerprint scanner function on his supported mobile device and register at least one of his fingerprints to control access through Biometric Login. The Customer using iPhone with Face ID feature must activate Face ID on his mobile to use Biometric Login.
4. The Customer must undergo a Biometric Registration process using his MCB Live Internet/Mobile Banking Username and Password and choose to use the fingerprints/face recognition data stored on his mobile device to login MCB Live; upon successful Biometric Registration, fingerprints/face recognition data stored on the Customer mobile device will be a security code.
5. The Customer must ensure that only his fingerprints/face recognition data is stored on his mobile device to login to MCB Live and understands that upon the successful Biometric Registration, any fingerprint/face recognition data that is stored on his mobile device can be used to access MCB Live including access to his accounts.
6. The Customer acknowledges that the authentication is performed by MCB Live interfacing with the fingerprint/Face ID authentication module on his mobile device and he agrees to this authentication process.
7. The Customer understands that the fingerprint/Face ID authentication module of his mobile device is not provided by MCB Bank Ltd, and MCB Bank Ltd makes no representation or warranty as to the security of the fingerprint/face authentication function of any supported mobile device and whether it works in the way that the manufacturer of the device represents.
8. MCB Bank does not represent or warrant that MCB Live Biometric Login will be accessible at all times, or function with any electronic equipment, software, infrastructure or other electronic services that we may offer from time to time.
9. The Customer can deactivate MCB Live Biometric Login at any time from Settings of the app available in the left navigation menu on Home Screen after login.
10. If the Customer notices that the security of fingerprints/Face ID or other security code has been compromised, MCB Bank may require the Customer to change the security code, re-register his fingerprints/Face ID or cease use of the MCB Live Biometric Login feature.

Unauthorized Access

The Customer shall take all necessary precautions to prevent unauthorized and illegal access to his/her bank account(s) through MCB Live Internet/Mobile Banking. This includes precautions to safeguard the access to, and strictly avoid information sharing, passwords or computer/mobile device sharing; while the customer is using MCB Live. MCB shall provide periodic awareness to its customers regarding the secure usage of MCB Live services.

Independent Mobile Phone Service Provider

The Customer understands that any access to MCB Live Internet/Mobile Banking will be effected through the relevant mobile phone service provider in the country from where such service is accessed, and to this extent such access will also be subject to and governed by the relevant laws and regulations of that country and any terms and conditions prescribed by the mobile phone service provider in separate agreements with you. You shall be responsible for all fees, charges and expenses, including IDD charges for overseas usage, which may be imposed by the mobile phone service provider in servicing your telecommunications equipment in connection with the use of MCB Live.

You represent to the best of your knowledge that your telecommunications equipment through which access may be effected by any use of the account number and PIN are free from any electronic or mechanical defect, data failure or corruption, viruses, bugs and other similar problems. You agree that neither we, nor any of our officers and employees or any branch, affiliate or subsidiary of MCB, are responsible for any electronic or mechanical defect, data failure or corruption, computer viruses and bugs or related problems that may be attributable to your telecommunications equipment and/or the services provided by any relevant mobile phone service provider.

MCB may wherever feasible shall extend the facility to other MSP's from time to time.

The customer assumes full responsibility for the security and confidentiality of his/her mobile phone/ mobile phone number and PIN to be used in initially gaining access to his/ her enrolled account(s) through the use of his/ her mobile phone.

The customer assumes full responsibility to inform the mobile phone service provider to block the SIM card or terminate the mobile phone number in case of loss or theft of the mobile phone.

In case of customer's mobile phone lying unattended, the customer undertakes to lock it prior to leaving it unattended. In the event of not locking it, MCB is not liable for any breach of confidentiality of any data/information sent to the customer's mobile phone. The customer acknowledges that he/she is solely responsible for protecting his/her mobile phone/device.

The customer shall inform MCB immediately on surrendering/ discontinuing use of the MSP's mobile connection or blocking his or her mobile phone SIM card. The customer alone is responsible for ensuring continuation of the facility on his MSP's mobile connection.

MCB shall not be concerned with and will not be held liable for any dispute that may arise between the customer and the MSP and makes no representation or gives no warranty with respect to the quality of the service provided by the MSP or guarantee for timely delivery/ execution/ contents of each alert and or transactions.

MCB Live Software & Hardware

Each time you access MCB Live Internet/Mobile Banking, it may automatically install the latest MCB Live Software on your system/device, which is necessary to enable you to access and operate the Service. Alternatively, the MCB Live Software may be supplied to you by us in another manner, if requested. It is your responsibility to ensure that MCB Live Software provided is compatible with your System and any existing software on your System. In the event that the MCB Live 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 Live Software and Your System.

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.

The Bank shall not be responsible for any internet/mobile banking services through which you access MCB Live Service that are not controlled by us, or for any loss you may suffer as a result of using MCB Live through the aforementioned services.

If you access the MCB Live Services 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 Live Software to that country.

Information Feeds

We may use services of other organizations to provide information on the website and for purposes of providing MCB Live services. We have no control over this information and make no representations or warranties of any nature as to its accuracy, appropriateness or correctness. You agree that such information is provided "as is" and we will not be directly or indirectly liable for any damages that may arise from you relying on it. All rates and market information such as share prices or data shown on MCB Live by way of live information feeds are delayed by at least 30 minutes unless otherwise stated. You should always select the "refresh" or similar page or screen update function on your Internet browser or handset to ensure that the information you are viewing is the most current.

Maintenance of Sufficient Balance

The Customer shall ensure that there are sufficient funds (or prearranged credit facilities) at all material times in the Account for operations through MCB Live Internet/Mobile Banking, and MCB shall not be liable for any consequences arising out of the Customers failure to ensure inadequacy of funds and/or credit facilities.

Funds Transfer through MCB Live

The Customer shall not use or attempt to use the MCB Live Internet/Mobile Banking for funds transfer without the availability of sufficient funds in the relative Account.

MCB shall use its best efforts to effect funds transfer transaction(s) received through MCB Live subject to availability of sufficient funds in the source Account in compliance to and operative Circulars or directives of SBP from time to time.

MCB shall specify from time to time; the limits for carrying out various kinds of fund transfers or bill payments through MCB Live. The said facility will be provided in accordance with the arrangement between MCB and the Customers, and as per conditions specified by MCB from time to time. MCB shall not be liable for any omission to make all, or any of the payments, or for late payments for whatsoever cause howsoever arising.

Accuracy of Information

The Customer is responsible for the correctness of information provided to MCB for use of MCB Live Internet/Mobile Banking. MCB accepts no liability for any

consequences whether arising out of erroneous information or the accuracy, reliability, completeness of information supplied by the Customer or otherwise.

If the Customer notices any error in the information provided to MCB either in the registration form or any other communication, he shall immediately advise MCB in writing so as to allow MCB the ability to correct the error wherever possible on a "reasonable effort" basis.

Joint Accounts

In case of Joint Accounts, financial transactions through MCB Live Internet/Mobile Banking will be available if the mode of operation is indicated as 'either or survivor'. The Customer desirous of using MCB Live should either be the Account holder and sole signatory or authorized to act independently in case of a joint account.

In case of joint accounts operated by more than one Customer, MCB shall act on the instruction (for sign up of MCB Live) received first and any subsequent instruction shall be neglected. All correspondence will be addressed to the first named person only. All transactions arising from the use of MCB Live in the joint account shall be binding on all the joint account holders, jointly and severally.

Risks

The Customer hereby acknowledges that he utilizes this facility at his own risk.

- The Customer acknowledges that in case any third person obtains access to the account accessible information, he would be able to instruct fund transfers and provide Payment Instructions. The Customer ensures that the terms and conditions applicable to the use of the password are complied with at all times.
- The Internet is susceptible to a number of frauds, misuse, hacking and other actions that could affect Payment Instructions to the Bank. Whilst the Bank shall aim to provide/ implement security measures to prevent the same, there cannot be any guarantee from such Internet frauds, hacking and other actions that could affect Payment Instructions to the Bank. The Customer separately indemnifies the bank against all risks arising out of the same
- The transfer of funds to third party accounts would require proper, accurate and complete details. The Customer would be required to fill in the account number of the person to whom the funds are to be transferred. In the event of any inaccuracy in this regard, the funds may be transferred to incorrect accounts. In such an event the bank shall not be liable for any loss or damage caused.

- The transaction(s) for transfer of funds as per Customer's instruction may not be completed for some reasons. In such cases, the Customer shall not hold the Bank responsible in any manner for the said transaction(s) and contracts and the Customer's sole recourse in this regard shall be with the beneficiary of the transaction.
- The technology for enabling the transfer of funds and other services offered by MCB could be under conservation for safeguarding against viruses or other malicious, destructive or corrupting code, programs or macros. It may also be possible that MCB Live Internet/Mobile Banking may be going through maintenance and during such time it may not be able to process the request of the Customers. This could result in delays in the processing of instructions or failure in the processing of instructions and other such failures and inability.
- The Customer understands that the Bank disclaims any and all liability, whether direct or indirect, whether arising out of loss of profit, or otherwise, arising out of any failure or inability by the Bank to honor any Customer instruction for whatsoever reason. The Customer understands and accepts that

the Bank shall not be responsible for any of the aforesaid risks and the Bank shall disclaim all liability in respect of the said risks.

Authority to MCB for MCB Live

The Customer irrevocably and unconditionally authorizes MCB to access all his Account(s) for effecting banking or other transactions performed by the Customer through MCB Live Internet/Mobile Banking. The right to access shall also include the right at MCB's sole discretion to consolidate or merge any or all accounts of the Customer with MCB and the right to set off any amounts owing to MCB without prior notice.

The instructions of the Customer shall be effected only after authentication of the Customer in accordance with the prescribed procedure for MCB Live Internet/Mobile Banking. MCB shall have no obligation to verify the authenticity of any transaction received from the User other than by Login/Password, OTP and PIN code.

The email confirmation, if any, that is received by the Customer at the time of operation of MCB Live, shall be accepted as conclusive and binding for all purposes. All the records of MCB generated by the transactions arising out of the use of MCB Live, including the time the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transaction.

While MCB and the Affiliates shall endeavor to carry out the instructions promptly, they shall not be responsible for any delay in carrying on the instructions due to any reason whatsoever, including due to failure of operational systems or any requirement of law.

Liability of the Customer

Neither MCB nor the Affiliates shall be liable for any unauthorized transactions occurring through MCB Live and the Customer hereby fully indemnifies and holds MCB & the Affiliates harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof.

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:

- Ensured that all the security procedures described in these Terms and Conditions have been fully observed; and
- Notified us that your Password is or might be known to someone else; provided, however, that any transaction that may already have taken place prior to your notification to us will not be the Banks responsibility.
- 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 set forth by the bank.

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:

- 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; or
- Your Password has become known to the person giving the unauthorized instruction as a result of any gross negligence or willful default on our part.

MCB shall under no circumstance be held liable to the Customer if MCB Live is not available in the desired manner for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason beyond the control of MCB. Under no circumstances shall MCB be liable for any damages whatsoever 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 person.

Illegal or improper use of MCB Live shall render the Customer liable for payment of financial charges as decided by MCB or will result in suspension of the operations through MCB Live.

The Customer undertakes to comply with all applicable laws and regulations governing the account of the Customer. For the avoidance of doubt, the governing law is the substantive and procedural laws of the Islamic Republic of Pakistan.

The Customer may use MCB Live to direct MCB to provide him with Account Information through Email or SMS from time to time to be sent directly to his registered email address or mobile number (which will be identified to MCB by the Customer). The format and extent of information to be provided by way of Alerts to the Customer shall be determined by MCB. The frequency of the Alerts to be provided to the Customer will be determined by the Customer in accordance with the options provided by MCB. MCB shall under no circumstances whatsoever, be held responsible or liable by the Customer for any delay in delivery of the Alerts nor the inaccuracy of the information contained in such Alerts sent to the Customer by MCB. MCB shall not be liable for the incorrect delivery of, nor for its inability to deliver the Alerts altogether.

Acting on your instructions

You must not use MCB Live Internet/Mobile Banking 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:

- It is your responsibility to make sure that no unauthorized overdrafts are created; and
- You will not rely on the operation of the MCB Live 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 Live might take time to clear and might not always be immediately reflected in the balance on your account.

When we receive a transaction instruction from you through MCB Live, 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 MCB Live, we will be under no obligation:

- To reverse an instruction you have given; or
- 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.

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

- Refuse to carry out any instruction given via MCB Live; or
- Require written confirmation from you of a particular instruction.

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.

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.

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.

Applicability to Future Accounts

MCB and the Customer agree that if the Customer opens further Accounts with MCB and/or subscribes to any of the products/services of MCB or any of the Affiliates, and

MCB extends MCB Live Internet/Mobile Banking to such Accounts or products or services and the Customer opts for use thereof, then these Terms shall automatically apply to such further use of MCB Live by the Customer.

Indemnity

In consideration of MCB providing MCB Live Internet/Mobile Banking to the Customer, the Customer shall indemnify and hold MCB and/or the Affiliates, as the case may be, including both their officers, employees and agents, indemnified against all losses and expenses on full indemnity basis which MCB may incur, sustain, suffer or is likely to suffer in connection with MCB or Affiliates' execution of the Customer's instructions and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses as a consequence or by reason of providing a service through MCB Live for any action taken or omitted to be taken by MCB and /or the Affiliates, its officers, employees or agents, on the instructions of the Customer. The Customer will pay MCB and /or the Affiliates such amount as may be determined to be sufficient to indemnify it against any such, loss or expenses even though they may not have arisen or are contingent in nature.

The Customer shall take all necessary precautions to ensure that there are no mistakes & errors and that the information given or instructed to MCB is error-free, accurate, proper and complete at all points in time. On the other hand in the event of the Customer's Account receiving an incorrect credit by reason of a mistake committed by some other Person, MCB shall be entitled to reverse the incorrect credit at any time whatsoever without the consent of the Customer. The Customer shall be liable and responsible to Bank and accede to accept the Bank's instructions without questions for any unfair or unjust gain obtained by the Customer as a result of the same.

Settlement

MCB shall not print or issue any advice or confirmation for any transaction conducted via MCB Live Internet/Mobile Banking although any such transaction will be recorded in the statement issued by us. A transaction is completed instantaneously if done before the cut-off time reckoned at the location of our data and operation system. If it is done after the cut-off time at such location, it will be completed as a transaction at next business day value. The transaction details, account balances and other information as shown in your telecommunications equipment are for reference only. Those transaction details and account balances as recorded by us will be conclusive (for example, as to the balance, the type and amount of the transaction and the time and date it occurred).

Evidence

The customer agrees that all Instructions transmitted by your mobile phone or otherwise issued by you, though in electronic form:

- Are written documents, and he/she agrees not to dispute or challenge the validity or enforceability of any Instruction on the grounds that it is not a written document and he/she hereby waives any such right that he/she may have at law;
- Are original documents and he/she agrees not to challenge the admissibility of any Instruction on the grounds that it is made in electronic form

The customer acknowledges and agrees that the Banks' records and any records of the customer Instructions made or performed, processed or effected through MCB Live Internet/Mobile Banking by him/her or any person purporting to be him/her, or any record of transactions relating to MCB Live and any record of any transactions maintained or by any relevant person authorized by the Bank relating to or connected with MCB Live, whether stored in electronic or printed form, shall be binding and conclusive on him/her for all purposes whatsoever and shall be conclusive evidence of the Instruction and transactions and his/her liability to the Bank. The customer hereby agrees that all such records are admissible in evidence and that he/she shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were incorporated and/or set out in electronic form or were produced by or are the output of a computer system, and hereby waive any of your rights (if any) to so object.

Disclosure of Information

The Customer agrees that MCB and/or Affiliates or their contractors may hold and process his Personal Information and all other information concerning his Account(s) on computer or otherwise in connection with MCB Live Internet/Mobile Banking as well as for analysis, credit scoring and marketing pursuant to being instructed by the customer in writing and as provided under law. The Customer also agrees that MCB may disclose, in strict confidence, 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 fraud prevention purposes.

Change of Terms

MCB shall have absolute discretion to amend or supplement or delete any of the Terms at any time and will endeavor to give prior notice of thirty days for such changes. Such change to the Terms shall be communicated to the Customer through its website or through email sent to customers on registered email addresses. By continuing to use any existing or new services as may be introduced by MCB, the Customer shall be deemed to have accepted the changed Terms.

Non-Transferability

By supplying you with the MCB Live Internet/Mobile Banking Software to access the MCB Live Service, we are granting you a non-exclusive, non-transferable, temporary license to use the MCB Live Software for you to personally access MCB Live, and for no other purpose. The MCB Live 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:

- Use them except in connection with accessing MCB Live;
- Make copies, sell, assign, commercially rent, sub-license, otherwise transfer them to any third party; or
- Try to decompile, reverse, engineer, input or compile any of the MCB Live Software.

Termination of MCB Live Internet/Mobile Banking Services

The Customer may request for termination of MCB Live Internet/Mobile Banking services at any time by giving a written notice of at least 15 days to MCB, unsubscribing through the MCB Live Website or calling MCB Contact Center. In the case of a written notice the termination shall take effect on the completion of the fifteenth day. The Customer will remain responsible for any transactions made through MCB Live until the time of such termination. MCB may withdraw or terminate MCB Live services anytime either entirely or with reference to a specific service or Customer; or in case of breach of Terms by the Customer without any prior notices, or if it learns of the death, bankruptcy or lack of legal capacity of the Customer.

Notices

MCB may publish notices of general nature, which are applicable to all Customers, in newspapers or on its web site or through emails sent to customers' registered email

addresses. Such notices will have the same effect as a notice served individually to each Customer.

General

The clause headings herein are only for convenience and do not affect the meaning of the relative clause. MCB may sub-contract and employ agents to carry out any of its obligations under this contract. MCB Live Internet/Mobile banking services would be available to the customers in certain cities only and during timings specified by MCB from time to time. Moreover transactions would be carried out on the same day or on the next working day depending upon the time of logging of the transaction. All costs incurred by the customer including telecommunication costs to use MCB Live would be borne by the customer.

Assignment

MCB shall be entitled to sell, assign or transfer MCB's right and obligations under the Terms or any security in-favor of MCB (including all guarantee/s) to any person of MCB's choice in whole or in part and in such manner and on such terms and conditions as MCB may decide. Any such sale, assignment or transfer shall conclusively bind the Customer and all other persons.

The Customers, his heirs, legal representatives, executors, administrators and successors are bound by the Terms and the Customer shall not be entitled to transfer or assign any of his rights and obligations.

Right of set-off and Lien

MCB 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 Account(s) or in any other account, whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of MCB Live Internet/Mobile Banking being extended to and/ or used by the Customer.

Proprietary Rights

The Customer acknowledges that the software underlying MCB Live Internet/Mobile Banking, as well as other Internet related software which are required for accessing MCB Live, are legal property of the respective vendors. The permission given by MCB to access MCB Live will not convey any proprietary or ownership rights in such software. The Customer shall not attempt to modify, translate, disassemble, decompile

or reverse engineer the software underlying MCB Live or create any derivative product based on the software.

Jurisdiction

The Terms will be construed and enforced in accordance with, and the rights of the parties hereto will be governed by, the laws of Pakistan applicable therein. Any and all disputes arising under the Terms, whether as to interpretation, performance or otherwise, will be subject to the exclusive jurisdiction of the courts of Lahore Pakistan and each of the parties hereto hereby irrevocably attorn to the exclusive jurisdiction of such courts.

The Parties hereby agree that any legal action or proceedings arising out of the Terms for MCB Live Internet/Mobile Banking shall be brought in the courts, and to irrevocably submit themselves to the jurisdiction of such courts.

MCB may, however, in its absolute discretion, commence any legal action or proceedings arising out of the Terms for MCB Live in any other court, tribunal or other appropriate forum, and the Customer hereby consents to that jurisdiction.

Any provision of the Terms for MCB Live which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of the Terms or affect such provision in any other jurisdiction.

MCB Live 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:

- We will record all telephone conversations between us and the users of MCB Live Internet/Mobile Banking; and
- We will keep a record of all instructions given by customers via MCB Live and all other customer information, in accordance with the law for the time being in place and for a particular duration as mentioned in such law.

Customer Undertaking

Subject to the above terms and conditions, I being the Customer hereby undertake to be solely responsible for the registration to MCB Live Internet/Mobile Banking using my personal information including ATM Card Number, ATM PIN and OTP delivered

on my mobile number and all the transactions to be conducted via MCB Live using biometric login, my Username, Password and OTP. In this regard any failure, incapacity or inability on my part due to any reason whatsoever including but not limited to illness, disease, permanent disability, visual impairment, blindness and illiteracy will not relieve me from any liability and obligation towards MCB Bank Ltd.

Should I breach any term of this Agreement, I hereby undertake to compensate the Bank for any loss suffered as a result of this breach.

Legal Capacity

The Customer warrants to us that he/she has the required legal capacity to enter into and be bound by this agreement. Anyone below the age of 18 must be assisted by their legal guardian when reading this agreement. If you are unsure whether you have the legal capacity to enter into agreements, you have to contact someone able to provide you with this information before you continue to use MCB Live Internet/Mobile Banking.

Our customer care center will be able to help you in this matter.

The Extent of Our Liability for Your Loss or Damage

We will take all reasonable steps to ensure that our systems in connection with the MCB Live Internet/Mobile 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.

We will not be liable under any circumstance whatsoever for any loss or damage caused to you as a result of the MCB Live 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.

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:

- Acting on an instruction which has been validly authenticated as coming from you, but is subsequently revealed to be given by somebody else;
- Any incompatibility between your System and MCB Live;
- Any machine, system or communication failure, industrial dispute or other circumstances beyond our control that leads to MCB Live being totally or partially unavailable or to instructions given via MCB Live, not being acted upon promptly or at all;
- You relying on any financial information provided as part, or by means, of MCB Live;
- Any misuse of your System/Mobile device 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.
- Any access of information regarding your Eligible Account(s) being obtained by a third party, as a result of you using MCB Live Service, save when such access is obtained as a result of our gross negligence or our willful default;
- Your failure to ensure that the terms and conditions applicable to the use of the Password are complied with at all the times;
- If access is gained to your MCB Live Account through hacking or theft or divulgence of the Password by you;
- 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;
- In cases where your instructions cannot be completed for any reason including those specified in the pre-ceding paragraph, you shall not hold the Bank responsible in any manner in the said transaction and con-tracts and your sole recourse in this regard shall be with the beneficiary of the transaction;

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

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

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, in-direct 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 MCB Live.

Please note that MCB Live 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.

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.