

MANDATE, AUTHORIZATION AND INDEMNITY FOR ACCEPTING VERBAL TELEPHONIC INSTRUCTIONS (hereinafter, "Mandate")

- The Bank is irrevocably authorized and instructed to accept all Instructions received by the Bank via telephone, and the Bank may rely conclusively on the authenticity of and due authorization for any such instructions and regard the same as emanating from the customer, where the issuer of such instructions correctly provides such information for identification purposes as is contained in the Relationship Form attached hereto as may be requested by the Bank, including but not limited to:
 - The Customer's National Identity Card Number;
 - The Personal Identification Number ("TPIN") issued by the Bank to the Customer for being able to verify the identity of the Customer and for the customer to validly issue instructions for availing any of the Services.
- The Bank shall, at its discretion, be at absolute liberty to refuse to accept or give effect to any Instructions given verbally if, in the sole opinion of the Bank, the authenticity of such instructions is doubtful or the Bank is otherwise unable to give effect to the instructions for any reason whatsoever.
- The Customer hereby takes full responsibility for ensuring that no other persons shall have access to the security information furnished in the Relationship Form.
- The Instructions given in terms of this Mandate shall at all times be legally binding and enforceable against the Customer. The Customer waives all rights and remedies to challenge or dispute any instructions executed by the Bank in compliance with the terms of this Mandate.
- The Customer hereby permits and authorizes the Bank to use voice-recording and IVR key-stroke recording procedures in connection with any communication with the Customer, in order to record or verify Instructions. Any such voice and IVR recording made by the Bank shall constitute evidence of the Instructions so recorded.
- The Customer acknowledges and accepts that he/she shall have no claim against the Bank on account of the Bank relying on this Mandate and any instructions given in terms hereof, and irrevocably agrees to indemnify and keep the Bank safe and secured against any and all direct or consequential losses, costs, damages, expenses, claims, litigation or objections of any nature whatsoever arising out of the Bank acting upon this Mandate.
- The Bank may at any time terminate this Mandate by notice in writing to the Customer, without assigning any reason. The Customer may terminate this Mandate by written instructions in original only and such termination will only become effective on the 7th calendar day following the receipt of such original written instructions. Any Instructions given by the customer and executed prior to receipt of such notice shall continue to be valid and irrevocable.
- For availing any Services that may from time to time be made capable by the Bank of being availed by the Customer through verbal telephonic Instructions in accordance with this Mandate, the Customer will comply with all requirements and guidelines issued by the Bank from time to time, either specifically or generally, which will be binding on the customer.
- For Instructions pertaining to a payment or transfer of funds out of any account of Customer, the Customer shall, in advance of such instructions, provide the Bank with the account number(s) of his/her source account(s) and a list of the utility company(s) or third parties account numbers to which a transfer of funds may be made by the Bank in reliance upon Instructions given in terms of this Mandate. The Bank shall not effect any Instructions requiring it to transfer funds to a third party account if such transaction is not prearranged by the provision of such third party account details in the appropriate form (Relationship Form or Third Party Transfer Authorization Form).
- The Customer acknowledges that the issuing of verbal instructions in accordance with this Mandate for utilizing any of the services through such verbal telephonic instructions involves inherent risks, including but not limited to risks associated with fraud and unintended/erroneous instructions, which the Bank can not eliminate. Customer's use of the Call Center implies that he/she fully understands the limitations and inherent risks of verbal instructions for carrying out financial transactions and agrees to the conditions of use in force at the time. The Customer hereby exempts the Bank of all responsibility and accepts any and all risks associated with the execution of instructions in accordance with this Mandate.
- In the event that the account of the Customer in respect of which the Services are sought to be availed through verbal telephonic instructions is a joint account or the Customer is a company, partnership firm, or other corporate entity, the instructions via telephone may be issued by any individual persons duly authorized in writing by all joint account holder(s) or by a resolution of the board of directors / governing board (as the case may be) and each such authorized person shall be deemed to be individually and singly authorized for such instructions, notwithstanding anything contra contained in the Account Opening Form.

TERMS AND CONDITIONS GOVERNING THE USE OF KASB BANK'S ATM / DEBIT CARD VALIDITY:

The card is valid for use at all KASB Bank ATMs, shared ATM Networks/Shared Networks that KASB Bank is a member of and ATMs locally and internationally that display Cirrus or Maestro logo. The card is also valid for use at Merchant locations in Pakistan which carry out transactions over Orix or MNET electronic terminals or over any other terminal that the Bank may choose in future by entering into an agreement with its provider. The card can also be used at Merchant Locations abroad over terminals with Maestro logo. However, this Card does not function on manual terminals and the Card is valid up to the last working day of the month indicated on the Card.

USE OF CARD:

The Bank may at its sole discretion allow the Cardholder to use the Card from time to time for availing the following Services/Facilities in terms hereof through the use of the Card at the ATM/Shared Network devices, Point-of-Sales electronic terminals and/or any other devices equipped for such purpose:

- For withdrawing cash from the Account
- As a paying Card for the payment of the goods and services at the Merchant Establishments
- To obtain balance information in respect of the Account(s)
- For such bill payment which may be allowed to be paid through ATMs or other devices
- For fund transfer to nominated account(s)
- Depositing funds in the account (will be available when notified by the Bank)
- For any additional services that the Bank may provide to its cardholders from time to time
- The Cardholder can also use his/her Card for cash withdrawals and POS purchase transactions outside Pakistan, subject to regulatory and legal restrictions and exchange control laws and limitations as may be applicable from time to time in both the countries, where the cash is withdrawn as also in Pakistan and if permissible under the law. All withdrawals, subject to regulatory restrictions, made with the Card within and outside Pakistan constitute a payment at the Bank in Pakistan and a remittance to the country where the withdrawal is affected, subject to the applicable rules, regulations and laws of Pakistan as well as the country where the withdrawals are requested. Cash withdrawn at an ATM/Shared Network outside Pakistan, with the Card, shall be in a currency permitted by the institution which owns the ATM/Shared Network at which the withdrawals are made. The equivalent in the currency in which his account is held, along with processing charges, conversion charges, fees, if any, for such transactions shall be debited to the Cardholder's account held at the Bank in Pakistan. Cash withdrawals at an ATM/Shared Network outside Pakistan shall also be subject to any exchange control regulations, or limitations in effect in the country in which the ATM is located. Such cash withdrawal facility will be available at the sole discretion of the Bank.
- Use of the Cardholder's Card at any location for any purpose other than as described above is not permitted and may result in cancellation of his Card.
- The Cardholder will not have any claim for any compensation from the Bank if use of the Card is not possible due to technical malfunctions and operations failures or any other reasons whatsoever and the Bank excludes all liabilities for all losses or damages suffered by him/her for not being able to use the Card.
- The Bank is not in any event responsible for any goods or service(s) purchased with the Card. Any complaints concerning goods and service(s) purchased with Card and any related claim for refund must be resolved with Merchant concerned and not with the Bank.
- All the transaction done before lost card reporting is the liability of customer, so the Customer must report the lost card immediately on our call center.

PERSONAL IDENTIFICATION NUMBER (PIN):

To enable the Cardholder to use the Card at an ATM, a Personal Identification Number (PIN) will be issued to him/her. The PIN is to be generated by calling KASB Bank Call Center. This PIN may subsequently, be changed by the Cardholder, at his own risk at an ATM, or by calling at KASB Bank Call Center. Any instruction given by means of the Card and the PIN, whether in conjunction or independently may be deemed to be instructions given by the Cardholder. The Cardholder should be aware of the confidential nature of the PIN and that the security of the PIN is very important and that all possible care is taken to prevent discovery of the PIN by any person. The Cardholder will ensure that he:

- Does not disclose PIN to anyone.
- Uses care to prevent anyone else seeing his PIN being entered in an ATM/POS/Shared Network or other devices.
- Memorizes his PIN and then destroy any record of it.

The Cardholder shall not:

- Write or indicate his PIN on his Card
- Keep a record of his PIN
- Carry his PIN with his Card or record it elsewhere even if he has disguised it
- Allow/share the Card
- Allow someone else to see his PIN

If the Cardholder fails to observe these security requirements, he may incur liability for unauthorized use. Further the Bank shall not be responsible for any such unauthorized use of the Card.

TERMINATION:

The Cardholder may discontinue this facility any time by a written notice to the Bank accompanied by the return of the Card cut into two diagonally. The Cardholder shall be liable for all charges incurred up to the receipt of the written notice, duly acknowledged. The Bank shall be entitled to discontinue the facility at any time by canceling the Card with or without assigning any reason whatsoever and with or without giving notice. The notice shall be deemed to have been received by the Cardholder on an address in Pakistan as notified in writing to the Bank.

USAGE GUIDELINES:

- The cardholder shall at all time ensure that the Card is kept at a safe place, and shall under no circumstances whatsoever allow the Card to be used by any other individual. The Cardholder will sign on the signature panel on the back of the Card immediately upon receipt.
- The Card is the property of the Bank and must be returned to an authorized person of the Bank on request after cutting it in two pieces diagonally. The Cardholder shall ensure that the identity of the authorized person to the Bank is established before handing over the Card.
- The Cardholder will be responsible for all facilities granted by the Bank in respect of the Card and for all related charges, and shall act in good faith in relation to all dealings with the Card and the Bank.
- The type of Transactions offered on Shared Network ATMs may differ from those offered on the Banks own network.
- The Bank currently supports balance enquiry, cash withdrawal and mini statement on the ATMs that belong to the Shared Networks. The Bank reserves the right to change the types of Transactions supported without any notice to the Cardholder.

ATM USAGE:

The Card is operable with the help of the confidential PIN at ATM locations. All Transactions conducted with the use of the PIN will be the Cardholders responsibility and he will abide by the record of the transactions as generated. When the Cardholder completes a Transaction through an ATM, he can opt to receive a printed transaction record. The Cardholder can get his information regarding his available funds, including written statements from ATM or by calling at KASB Bank, 24 hour call center. The Cardholder is advised to retain the record of transactions generated by the ATM with him. The Cardholder agrees that he will be allowed to withdraw/purchase only a certain amount of cash everyday irrespective of the credit balance in the account(s). This amount will be announced from time to time. Any attempt to violate this limit may lead to cancellation of his card facility. The Cardholder agrees not to attempt to withdraw/purchase using the Card unless sufficient funds are available in the Account. The onus of ensuring adequate Account balances is entirely on him. Similarly, daily minimum/maximum transaction limits apply to all ATMs and may vary between different ATMs belonging to different banks/Shared Networks. Transactions made by use of the Card may be limited to minimum and maximum amounts in any specified period and to multiples of any amount as may be prescribed. The Bank is not responsible for any loss or inconvenience that the Cardholder may suffer due to lack of uniformity in these limits, for transactions through different ATMs/Shared Networks.

The customer can withdraw up to the total withdrawal limit assigned to him by the Bank over Shared Network in either one or multiple transactions.

MERCHANT LOCATION USAGE:

The Card is acceptable at all Merchant Establishments in Pakistan and abroad which display the logo of Maestro and which have an electronic POS terminal. The Card is for electronic use only as in the case of the payment receipt printed electronically from the POS terminal. The Cardholder must sign customer copy of the payment receipt whenever the card is used at a Merchant Establishment and should retain his copy. The Bank at an additional charge may furnish the copies of the payment receipt. Any payment receipt not personally signed by the Cardholder, but which can be proved as being authorized by the Cardholder, will be his liability. The amount of the transaction is debited from the account linked to the Card immediately. The Card is not operable without the PIN issued to the customer.

The Bank will not accept responsibility for any dealings the Cardholder may have with the Merchant including but not limited to the supply of goods and services. Should the Cardholder have any complaints regarding the Merchant Establishment, the matter should be resolved by the Cardholder with the Merchant Establishment and failure to do so will relieve him from any obligations to the Bank. However the Cardholder should notify the Bank immediately.

The Bank accepts no responsibility for any surcharge levied by any Merchant Establishment and debited to the Cardholder Account with the Transaction amount. Any charge or other payment requisition received from a service provider or Merchant Establishment by the Bank for payment shall be conclusive proof that the charge recorded on such requisition was properly incurred at the Merchant Establishment for the amount and by the Cardholder using the Card referred to in that charge or other requisition, except where the Card has been lost, stolen or fraudulently misused, the burden of proof for which shall be on the Cardholder.

In case a Cardholder wishes to cancel a completed transaction due to an error or on account of merchandise return, the earlier sales receipt must be cancelled by the Merchant, and all 3 copies of the cancelled receipt must be retained in the Cardholder's possession, or the cardholder should obtain a credit voucher from the merchant as a proof of cancellation of transaction. Reversal/refund of debits due to such Transactions will be processed manually and the cancelled charge slip and/or credit voucher issued by the merchant needs to be produced by the Cardholder, if called for. The Card should not be used for any mail order/phone order/internet purchase and any such usage will be considered as unauthorized and the Cardholder will be solely responsible.

EXCLUSION FROM LIABILITY

In consideration of the Bank providing the Cardholder with the facility of the Card, the Cardholder hereby agrees to indemnify and keep the Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, personal inquiry, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or be out to as a consequence of or by reason of arising out of providing the Cardholder the said facility of the Card or by reason of the Banks acting in good faith and taking or refusing to take action on the Cardholders instructions, and in particular arising directly or indirectly out of the negligence, mistake or misconduct of the Cardholder; breach or non-compliance of the rules, terms and conditions relating to the Card and the Account and/or fraud or dishonesty relating to any transaction by the Cardholder or his employee or agents. The Cardholder agrees to indemnify the Bank for any machine/mechanical error/failure. The Cardholder shall also indemnify the Bank fully against any loss on account of misplacement by the courier or loss in-transit of the Card/PIN.

Without prejudice to the foregoing, the Bank shall be under no liability whatsoever to the Cardholder in respect of any loss or damage arising directly or indirectly out of:

- Any defect in quality of goods or services supplied.
 - The refusal of any person to honor or accept a Card.
 - The malfunction of any electronic terminal.
 - Effecting Transaction instructions other than by the Cardholders.
 - Handing over of the Card without cutting it into 2 pieces diagonally by the Cardholder to anybody other than the designated employees of the Bank at the Bank's premises.
 - The Bank acting in good faith on the instructions given by the Cardholder or any other person authorized by the Cardholder.
 - Delay or inability on the part of the Bank to act immediately or at all on any of the instructions, where the Bank will be doing so on a best effort basis.
 - The Bank at its discretion deciding not to carry out any instructions where the Bank has reason to believe (which decision of the Bank, the Cardholder shall not question or dispute) that the Instructions are not genuine or otherwise improper or unclear or raise a doubt. The Bank may at its discretion tape or record Instructions and may rely on transcripts of such telephonic Instructions in evidence in any proceedings.
 - At the Cardholders request the Bank may send to him by fax (a fax number given by me/us) financial information (sought for by the Cardholder) regarding his/her account(s) which may be of a private and confidential nature and he/she shall not hold the Bank liable in any manner should such information come to the knowledge of any third party.
 - The exercise by the Bank of its right to demand and procure the surrender of the Card prior to the expiry date exposed on its face, whether such demand and surrender is made and/or produced by the Bank or by any other person or computer terminal.
 - The Bank, in its sole discretion, at any time, without notice to the Cardholder, withdrawing, discontinuing, canceling, suspending or terminating the facility to use the Card and/or services related to it, at ATMs/POS Terminals Shared Networks within/outside Pakistan and shall not be liable to the Cardholder for any loss or any damage suffered by him/her resulting in any way from such suspension and termination.
 - Any injury to the credit, character and reputation of the Cardholder alleged to have been caused by the re-possession of the Card and/or any request for its return or the refusal of any Merchant Establishment to honor or accept the Card.
 - Any mis-statement, misrepresentation, error or omission in any details disclosed by the Bank.
- Except as otherwise required by law, if the Bank receives any process, summons, order injunction, execution distraint, levy lien, information or notice which the Bank in good faith believes calls into question the Cardholders ability, or the ability of someone purporting to be authorized by the Cardholders, to Transact the Card, the Bank may, at its option and without liability to the Cardholder or such other person, decline to allow the Cardholder to obtain any portion of his funds, or may pay such funds over to an appropriate authority and take any other steps required applicable by law. The Bank reserves the right to deduct from the Cardholder's Account a reasonable service charge and any expense it incurs, including without limitation reasonable legal fees, due to legal action involving the Cardholder's Card.

DISPUTES:

The Bank accepts no responsibility for refusal by any Merchant Establishment to accept and/or honor the Card. In case of dispute pertaining to a transaction with a Merchant location, a payment receipt together with the Card number noted thereon shall be conclusive evidence as between the Bank and Cardholder as to the extent of liability incurred by the Cardholder and the Bank shall not be required to ensure that the Cardholder has duly received the goods purchased, to be purchased or has duly received the service to the Cardholders satisfaction. The Cardholder will inform the Bank in case he has any dispute/complaint in respect of any charge indicated in the E-/Account Statement, or if there is an error involving his Card, or if the Cardholder needs more information about a Transaction or receipt of a statement, within 15 days of the Transaction date, failing which it will be construed that all charges are acceptable and in order. The Bank may at its sole discretion accept/decline any disputes on charges older than 15 days. The Bank shall make bona-fide and reasonable efforts to resolve an aggrieved Cardholders disagreement with the applicable charge indicated in the E-/Account Statement within two months of receipt of the notice of disagreement. If after such effort the Bank determines that the charge indicated is correct then it shall communicate the same to the Cardholder along with appropriate proof. The Bank does not accept responsibility for any dealings the Cardholder might have with Shared Networks. Should the Cardholder have any complaints concerning any Shared Network ATM, the matter should be resolved by the Cardholder with the Shared Network, and failure to do so will relieve him of any obligations to the Bank. However, the Cardholder should notify the Bank of the complaint immediately. The Bank shall not be liable in any event for any loss or damage resulting from the refusal of any Merchant's service/retail outlet, and/or the Shared Networks or ATMs or any other device for operating Card to accept use of the Card in connection with any Transaction or retention of the Card by the machine. The Bank shall not be liable for non-availability of the funds credited to the Bank Account due to restrictions on convertibility or transferability, requisitions, involuntary transfers, acts of war or civil strife or other similar causes beyond the Bank's control, in which circumstance no other branch, subsidiary or affiliate of the Bank shall be responsible therefor. The Bank will normally debit and is authorized to debit the amount of any Transaction (along with any fees/charges) to the Bank Account as soon as the Bank receives notification from the Merchant in connection therewith. The Bank will not be liable for any loss resulting from any delay therein. The Cardholder agrees to reimburse to the Bank for any amounts that are due from his transaction authorized by him even after closing of the Bank Account. In case of any error in the amount of the Transaction and service charges/fees debited from the Account, whether on account of the Merchant/Shared Networks or the devices used for availing the Card or the Instructions are not correctly received or for any reason whatsoever, the Bank is authorized to debit/credit the Bank Account for the purpose of rectifying the error and for debiting the correct amount. If a Merchant makes a refund for a Transaction, the Bank will credit the Account when it receives the Service Provider or Merchant's proper instructions and the funds in respect of such refund. The Bank will not be responsible for any delay in receiving such instructions and refunds. The Cardholder will be liable for all losses or costs incurred by the Bank as a result of any breach by the Cardholder of the Terms and Conditions contained herein and shall reimburse to the Bank all such costs on the Bank's first demand. In the event of the Cardholders death, the Transaction shall continue to be debited to the Account till the Bank is informed in writing about his death. The Card will be blocked for new Transactions upon receiving such notice, all the Transactions authorized before the notice of his death to the Bank, shall be debited to the Account accordingly.

UTILITY BILLS PAYMENTS

Having selected the utility bills payment facility and provided my particulars for utility bills payments on KASB Relationship Form, I authorize and instruct the Bank to remit the payment of my utility bills to the respective utility companies on receipt of my verbal (through KASB Bank Call Center) or electronic (through KASB Bank's internet banking facility) instructions. I understand that I am fully responsible for ensuring that all bill payment instructions are in accordance with the rules of the respective Utility company, that the full amount of the respective bill is paid sufficiently prior to the specified due date, and that I shall hold the Bank indemnified for any claims arising out of any delays or discrepancies in the onward transmission of such payment to the utility company(s).

I understand that the utility bill payment services requested by me forms part of the general terms and conditions of KASB Bank applicable to all accounts and I hereby agree to abide by KASB Bank's said general terms and conditions and any change in policies and procedures made from time to time by KASB Bank in its general terms and conditions and utility bill payment services terms and conditions.

INDEMNITY

I have read and understood the terms and conditions pertaining to call center subscription, ATM/Debit Card usage and Utility Bills Payment and agree to abide by the same.

Customer Name: _____

Signature: _____

Date: _____

For assistance, please call our 24-hour contact centre KASB Connect at 0800-KASB-1 (0800-5272-1)