

Email and Other Electronic Communication Terms & Conditions

Notwithstanding the terms of any existing or future mandate or other agreement or course of dealing between you and me/us, I/we, hereby request and authorise you (but you are not obliged) to act on any instructions or communication for any purpose (including but not limited to the opening of new accounts, operation of all my/our accounts and in respect of credit and/or other facilities or banking arrangements with the Bank) which may from time to time be or purport to be given by telephone, e-mail or any other form of electronic communication by me/us (including those empowered to operate my/our accounts) with you.

I/we understand and acknowledge that the risks involved in sending my/our instructions to you via the telephone, e-mail or any other form of electronic communication and hereby agree that all risks shall be fully borne by me/us and you will not be liable for any losses or damages arising provided you have acted in good faith. These risks include:

- the risk of any instruction or communication being intercepted or given by an unauthorised person;
- the risk that you may not actually receive the instructions or communications, or that they are delayed or incomplete when received;
- the risk that you may act on instructions more than once if I/we send the same instruction to you in different forms;
- the risk that any information sent by electronic means cannot be guaranteed to be secure or free from tampering, viruses or other forms of malware;
- the risk that any information sent by electronic means may be lost or corrupted during transmission or may be delayed or redirected to “junk” or “spam” categories or elsewhere;
- the risk that such information may be viewed, received, accessed or disclosed by or to third parties other than the intended recipient(s); and
- the risk that any information sent by electronic means may be inaccurate, incomplete, unintelligible and/or unintended.

To the extent permitted under applicable laws of Pakistan, I/we agree to compensate you for any loss incurred as a result of you acting on such instructions or communications. unless the loss is directly caused by your negligence, wilful default or fraud. I/we further agree and acknowledge that you shall not be liable for the security and confidentiality of information outside of your internal systems.

In consideration of your agreeing to act on the above instructions or communication, I/we agree and undertake:

- a) that you are authorised (but not obliged) to record the telephone conversations between me/us and you, in writing or by tape, electronic or other means as you may determine, and your records shall be conclusive and binding on me/us. You may dispose of such written records and erase such tapes after the expiration of such period as you deem fit;

b) that you may, under circumstances determined by you, require from me/us confirmation of any of the above instructions or communication in such form as you may specify before acting on the same;

c) that you may, at your absolute discretion and without notice to me/us, refuse to act or delay in acting on any of the above instructions or communication in any circumstances and/or for any reason as you may deem appropriate, including without limitation, in the absence or delay of any confirmation specified by you pursuant to paragraph (b) above (in which event you shall have the absolute discretion to determine the disposal of the relevant instruction or communication), without any responsibility or liability whatsoever on your part for any such refusal or delay in acting as a result;

d) that where any instruction or communication is given by email followed by delivery of the original instruction or other communication, the fact that the same has been given by email and the date of the email shall be unequivocally annotated on the original copy, which annotation shall be conclusive and binding on me/us. Notwithstanding the foregoing, you will not be liable for any consequences due to the absence of such annotation in any case including (without limitation), in the case of payment instructions, any losses arising from any payment or funds transfer effected in duplicate by you as a result. Similarly, where any instruction or communication is given by multiple emails, you will not be liable for any losses arising from any payment or funds transfer effected multiple times by you as a result;

e) that you will not be liable for any failure or delay in acting on any of the above instructions or communication by reason of any breakdown or failure of transmission or communication equipment or facilities for whatsoever reason, or breakdown of or delay or error in transmission or communication (including without limitation any misdirection of the above instructions or communication within the Bank) for any reason, or any cause beyond the control of the Bank;

f) that provided that the Bank officer concerned believed the instruction to be genuine at the time it was given, you may (but shall not be obliged to) act as aforesaid without inquiry as to the identify or authority of the person giving or purporting to give any instruction or the authenticity of any telephone or email message or any other form of electronic communication and may treat the same as fully authorised by and binding on me/us, regardless of the circumstances prevailing at the time of the instruction or amount of the transaction and notwithstanding any error, misunderstanding, lack of clarity, fraud, forgery or lack of authority in relation thereto, and without requiring further confirmation or authentication or separate independent verification in any form;

g) that these terms cover all existing accounts with the Bank in addition to covering any future accounts which may be opened by me/us with the Bank;

h) that I/we will use the e-mail address provided to the Bank when initiating communications and instructions via e-mail with the Bank. Moreover, I/we agree to receive all incoming correspondences from the Bank via such e-mail address. For the avoidance of doubt, I accept and acknowledge that the Bank will not act on any instructions sent by me/us via e-mail to the Bank, if such e-mail is not sent from the e-mail address provided to the Bank. Correspondingly, I accept and acknowledge that all incoming correspondence sent by the Bank to me/us at the e-mail address provided shall be deemed to have been received by me/us;

i) that I/we agree to consider all the Bank's electronic records as conclusive, final and binding on me/us;

j) that I/we may not assume receipt by the Bank of any notice, instruction or other communication notice sent by e-mail or any other existing or future electronic means;

k) (if there are two or more of us, jointly and severally) to fully and completely compensate you on demand against all claims, actions, proceedings, costs and expenses (including legal costs due to the same), damages, losses, and all other liabilities of whatsoever nature or description which may be brought against or made or taken or incurred or suffered by you in connection with (whether directly or indirectly) or from your acting on any of the above instructions or communication;

l) that these terms shall remain valid and shall continue in force unless it is specifically revoked in writing earlier by me/us; and

m) that these terms shall be governed by and construed in accordance with the laws of Pakistan and I/we hereby irrevocably submit to the non-exclusive jurisdiction of the Pakistani courts.

Any revocation of the above-mentioned terms shall take effect two business days after your receipt of written notice thereof. Such termination shall not release me/us from the above mentioned terms in respect of any action taken by the Bank in accordance with the directions contained in any instruction or the above mentioned terms prior to such termination.