**Terms & Conditions**

These Terms & Conditions **(“T&Cs”)** shall:

1. Govern the Customer's access and use of the digiBOP Mobile Banking Application/Internet Banking services, products, and facilities **(the “Services”)** which may be offered by the Bank through the Internet from time to time (but may be withdrawn, added to or modified by the Bank in its discretion), and shall not include any drawing or borrowing limits for availing financial facilities;
2. Outline the rights and responsibilities of the Customer and the Bank of Punjab **(“BOP/Bank”);**
3. Specify BOP’s obligations to provide Services and protect the Customer's Personal Information.

**Definitions**

BOP and the Customer shall hereinafter collectively be referred to as **“Parties”** and individually as **“Party”**.

1. **Mobile Banking Application**

Means digiBOP Mobile Banking Application(s) on form(s) prescribed by the Bank for any of the Services, as may be prescribed, modified or substituted by the Bank from time to time

1. **Internet Banking**

Means digiBOP Internet Banking Portal **(“Portal”)** accessible to Customer on world wide web and through which Customer can access their BOP account(s), on form(s) prescribed by the Bank for any of the Services, as may be prescribed, modified or substituted by the Bank from time to time.

1. **Account**

An **“Account”** is a financial arrangement between Customer and Bank whereby Customer deposits funds into the account and Bank provides the Services for managing those funds/Accounts.

1. **Customer**

A Customer is an individual that has established a financial relationship with the Bank by opening an account(s).

1. **Personal Information**

Personal information means any information that can be used to identify a customer, directly or indirectly. This includes but is not limited to:

* **Identifying Information:** The Customer’s name, address, date of birth, contact information (phone number, email address), national identification number, passport number, driver's license number etc.
* **Financial Information:** Bank account numbers, credit card details, debit card details, transaction history, income information, financial statements etc.
* **Biometric Data:** Fingerprints, facial recognition data etc.
* **Online Activity:** IP address, browsing history, login credentials, usage data etc.
1. **Device**

**Device** means any electronic equipment or hardware used to access the digiBOP Mobile Banking Application/Internet Banking, including but not limited to:

* **Mobile Phones:** Smartphones and feature phones etc.
* **Tablets:** iPad, Android tablets, and other similar devices etc.
* **Computers:** Desktop computers, laptops, and notebooks etc.
* **Other Electronic Devices:** Any other electronic equipment capable of accessing the digiBOP Mobile Banking Application/Internet Banking, such as smart TVs, gaming consoles, or wearable devices.

This definition is not exhaustive, and other devices may be included in the future.

1. **Biometric Verification**

Biometric verification refers to the process of authenticating a Customer's identity using unique physical characteristics, including but not limited to fingerprints.

1. **Applicability of Terms**

The T&C’s shall be binding on the Customer and the Bank with reference to Mobile Banking Application/Internet Banking. The Customer shall apply to the Bank in the prescribed form for use of Mobile Banking Application/Internet Banking. However, the Bank may at its sole discretion accept or reject such applications. When signing up for Mobile Banking Application/Internet Banking for the first time, the Customer acknowledges and accepts these Terms in perpetuity.

1. **Mobile Banking Application/Internet Banking Admission**

The Customer shall create their own password for Mobile Banking Application/Internet Banking and shall be primarily responsible for the protection of the same. However, the Customer will be advised by the Bank to change the password frequently.

1. **Password Security**
2. **The Customer** irrevocably unconditionally undertakes to ensure that the password is kept confidential; and to not let any unauthorized person have access to the Mobile Banking Application/Internet Banking.
3. **If the Customer** forgets the Mobile Banking Application/Internet Banking password, he/she may reset his/her password by following standard procedure on the Mobile Banking Application/Internet Banking after entering the Personal Information.
4. **The Customer** agrees and acknowledges that Bank of Punjab shall in no way be held responsible or liable if the Customer incurs any loss as a result of information being disclosed by Bank of Punjab regarding his Account(s) or in carrying out the transaction of the Customer pursuant to the access and usage of the Mobile Banking Application/Internet Banking and the Customer shall fully indemnify and hold Bank of Punjab harmless in respect of the same.
5. **Whereas, the Customer** shall maintain the secrecy of all its information of confidential nature and shall ensure that the same is not disclosed by him/her to any person voluntarily, accidentally or by mistake.
6. **Secure PIN creation and usage on digiBOP Internet Banking**

The Customer will create a secure Personal Identification Number (PIN) through the digiBOP Mobile Banking Application, which will serve as a key to access their account on the digiBOP Internet Banking platform. This secure PIN acts as a crucial security measure to safeguard the Customer's account and Personal Information. To ensure the highest level of protection, the Customer must keep their secure PIN confidential and refrain from sharing it with anyone, including friends, family, or Bank representatives. By maintaining the privacy of their secure PIN, the Customer can prevent unauthorized access to their account and protect themselves from potential fraud and financial loss.

Moreover, the Bank of Punjab holds no liability or responsibility in the event that the Customer shares their secure PIN with others, leading to any fraudulent activities or financial losses. By creating and maintaining a secure PIN, the Customer acknowledges their role in ensuring the safety of their account and Personal Information.

1. **Illegal Access**

The Customer shall take all necessary and reasonable precautions to prevent unauthorized and illegal use of Mobile Banking Application/Internet Banking and unauthorized access to their accounts on Mobile Banking Application/Internet Banking.

1. **Funds Transfer through Mobile Banking Application/Internet Banking**

**The Bank** may specify from time to time the limit for carrying out various kinds of funds transfer or bill payments through Mobile Banking Application/Internet Banking. The said facility will be provided in accordance with the arrangement between the Bank and the Customer and as per conditions specified by the Bank from time to time. The Bank shall not be bound to make all or any of the payments or be liable for late payments for whatsoever cause howsoever arising.

1. **Accuracy of Information**
2. **The Customer** shall be solely responsible for the correctness of information supplied to the Bank for use of the Mobile Banking Application/Internet Banking. The Bank shall not be liable for any consequences whether arising out of erroneous information supplied by the Customer or otherwise.
3. **If the Customer** notices an error in the information supplied to the Bank either in the registration form or in any other communication, he/she shall immediately notify the Bank in writing so as to allow the Bank to correct the error wherever possible on a "reasonable efforts" basis.
4. **Joint Accounts**
5. **In case of Joint Accounts**, transactions through Mobile Banking Application/Internet Banking, will be available if the mode of operation is indicated as 'either or survivor' in the Bank’s system. The Customer desirous of using Mobile Banking Application/Internet Banking should either be the Account holder and sole signatory or authorized to act independently in case of a joint account.
6. **For such joint accounts**, only the account holder (Customer) in whose name Bank’s Debit Card is issued, will be allowed to register on Mobile Banking Application/Internet Banking
7. **All transactions** arising from the use of Mobile Banking Application/Internet Banking in the joint account shall be binding on all the joint account holders, jointly and severally.
8. **Execution of Instructions/Transactions**
9. **All transactions**under Mobile Banking Application/Internet Banking shall be carried out through the Internet by the Customer in the manner indicated by the Bank.
10. **The Customer**is also responsible for the accuracy and authenticity of the Transactions carried out by him through the Mobile Banking Application/Internet Banking.
11. Without prejudice to the provision for SBP BPRD Circular No. 04 of 2023 pertaining to fraudulent transactions and lodgment of disputes, **the Bank** shall not be required to independently verify any transaction; as it is effective as soon as the transaction is carried out over the internet. The Bank shall have no liability if it does not or is unable to stop or prevent the implementation of any transaction.
12. **The Bank** states that they have no liability or obligation to keep a record of the transactions for the purpose of providing information to the Customer or for verifying Customer's transactions. The Bank may refuse to comply with the transaction/instructions without assigning any reason and shall not be under any duty to assess the prudence or otherwise of any transaction and have the right to suspend the operations through the Mobile Banking Application/Internet Banking if it has reason to believe that the Customer's transactions will lead or expose to direct or indirect loss or may require an indemnity from the Customer before continuing to operate the Mobile Banking Application/Internet Banking.
13. **The Customer**shall be free to transfer funds for such purpose as he shall deem fit. The Customer however agrees not to use or permit the transactions or any related services for any illegal or improper purposes. Violation or non-compliance of this clause shall be the sole liability of the Customer, and he/she shall be responsible for any legal implications incurred as a result thereof.
14. 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 the Mobile Banking Application/Internet Banking would be borne by the Customer.
15. **Risks**
16. **The Customer**acknowledges that in case any third person obtains access to their Account Access Information, he/she would be able to transfer fund and make all other transactions, and the same shall have been the responsibility and liability of the Customer. Therefore, the Customer shall ensure that the Terms and Conditions herein that are applicable to the use of the password are complied with at all times.
17. **The Internet**is susceptible to a number of frauds, misuse, hacking and other actions that could affect transaction. Whilst the Bank shall aim to provide security to prevent the same, there cannot be any guarantee from such Internet frauds, hacking and other actions that could affect the fund transfer or any other payments. The Customer agrees to indemnify the Bank against all risks, damages, and loss arising out of the same.
18. **The transfer**of funds to third party accounts requires proper, accurate and complete details. The Customer is required to fill in the account number of the person to whom the funds are to be transferred (Beneficiary/Payee). In the event of any inaccuracy in this regard, the funds may be transferred to incorrect accounts, for which the Customer shall be solely responsible.
19. **The transaction(s)**for transfer of funds may not be completed for reasons beyond the control of the Bank. In such cases, the Customer shall not hold the Bank responsible in any manner for the said transaction(s) and the Customer's sole recourse in this regard shall be with the Beneficiary of the transaction.
20. **The technology**for enabling the transfer of funds and other Services offered by the Bank could be affected by virus or other malicious, destructive or corrupting code, program or macro. It may also be possible that the website of the Bank may require maintenance and during such time it may not be able to process the requests of the Customers. This could result in delays in the processing of transactions or failure in the processing of transactions and other such failures and inability. The Customer acknowledges the contingency of such extenuating circumstances, and agrees to hold harmless and indemnify the Bank against all claims, losses, etc.
21. **The Customer**understands that the Bank disclaims all and any 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 transaction 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.
22. **The Customer** acknowledges that in case customer logins/uses digiBOP Mobile Application/ Internet Banking through an unsecured WIFI/LAN/any other network (Unsecured network can mean an Open network/ public network without password protection or any other network that is unsecured due to any reason) whether knowing or unknowing the fact of such network being unsecured, that this might lead to interception and exploitation of customer data, leading to potential financial loss of the customer. In all such cases the customer will not hold The Bank of Punjab liable. The signing of these terms and conditions indicates that the customer has fully read and understood this term in particular.
23. **Liability of the Customer**
24. **The Bank** shall not be liable for any unauthorized transactions occurring through the Mobile Banking Application/Internet Banking Services and the Customer hereby fully indemnifies and holds Bank of Punjab harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof.
25. **The Bank** shall under no circumstance be held liable to the Customer if the Mobile Banking Application/Internet Banking 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 the Bank. Under no circumstances shall the Bank 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 third-party claiming through the Customer.
26. **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.
27. **Charges**

**The Customer**hereby authorizes the Bank to recover the service charge (if any) by debiting one of the Accounts of the Customer. If funds are not available in the account Bank of Punjab shall recover the service charge in a manner as Bank of Punjab may deem fit along with such surcharge, if any, and/or withdrawal of the Mobile Banking Application/Internet Banking without any liability to Bank of Punjab.

1. **Applicability To Future Accounts**

The Parties agree that if the Customer opens additional Accounts with the Bank and/or subscribes to any of the products/services of the Bank and the Customer avails the Mobile Banking Application/Internet Banking for such Accounts or products or services, then these T&Cs shall automatically apply to such additional use of the Mobile Banking Application/Internet Banking by the Customer.

1. **Indemnity**
2. **In consideration of the Bank** providing Mobile Banking Application/Internet Banking to the Customer, the Customer shall indemnify on full indemnity basis and hold Bank of Punjab, including its officers, employees and agents, against all losses and expenses which the Bank may incur, sustain, suffer or is likely to suffer in connection with the Bank’s execution of the Customer's transactions and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses as a consequence or by reason of providing a Service through Mobile Banking Application/Internet Banking for any action taken or omitted to be taken by the Bank, its officers, employees or agents, on the transactions/instructions of the Customer.
3. **The Customer**shall take all necessary precautions to ensure that there are no mistakes and errors and that the information given to Bank of Punjab is error free, accurate, proper and complete at all points of 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, Bank of Punjab 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.
4. **Disclosure of Information**
5. **The Customer**agrees that the Bank or its contractors may hold and process his Personal Information and all other information concerning his Account(s) on its systems or otherwise in connection with the Mobile Banking Application/Internet Banking as well as for analysis, credit scoring and marketing in accordance with data privacy policy which can be accessed by clicking [here.](https://digibop.com.pk/privacypolicy.html)
6. The Customer also agrees that the Bank may disclose, as provided under current Pakistani Law, to other institutions 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 preventive purposes.
7. **Electronic Funds Transfer Limits**
8. In addition to the default limit, Customers have the flexibility to modify their transaction limits based on their specific needs and preferences. Through Mobile Banking Application/Internet Banking, Customers can easily increase or decrease their transaction limits after providing the necessary authentication.
9. Customers have the autonomy to make these adjustments at their discretion. However, it's crucial to note that any associated risk and liability resulting from modified limits falls solely on the Customer.
10. The Bank of Punjab shall not bear any responsibility or liability if a Customer alters their transaction limits and subsequently conducts transactions through Mobile Banking Application/Internet Banking. Customers are solely responsible for the consequences of modifying their limits and will be advised to exercise caution when making such changes.
11. Therefore, Customers are strongly advised to carefully consider their financial needs and security concerns before modifying their transaction limits. By maintaining appropriate limits, Customers can enhance the protection of their accounts and minimize the risk of unauthorized transactions.
12. **Device Binding**
13. The Customer may be required to bind their digiBOP Mobile Banking Application/Internet Banking to a specific Device for security purposes. Device binding may involve the use of unique identifiers associated with the device, such as its IMEI number or MAC address or telecommunications SIM. The Customer acknowledges that binding their Account to a device may limit their ability to access the digiBOP Mobile Banking Application/Internet Banking Service from other devices.
14. If the Customer wishes to unbind their account from a device, they may be required to follow specific procedures outlined by the Bank.
15. The Bank has placed a restriction on the number of devices a Customer can bind against digiBOP Mobile Banking Application/Internet Banking.
16. **Biometric Verification**
17. The Bank may require the Customer to provide biometric verification as part of the digiBOP Mobile Banking Application/Internet Banking registration process, device binding, forgot password, limit change, or any other functionality deemed necessary by the Bank. The biometric verification will be performed from the mobile device that is being used to access digiBOP Mobile Banking Application. The Customer gives the Bank the right to verify Customer biometric scan details from NADRA and use it to offer digiBOP Mobile Banking Application/Internet Banking Services as per its own discretion.
18. The Customer will not hold the Bank liable in case they are unable to perform biometric verification for any reason.
19. **Fall Back mechanism to Biometric Verification**
20. In case the biometric verification is unsuccessful, the Customer will share their live photo & CNIC front/back image with the Bank for verification from the digiBOP Mobile Banking Application/Internet Banking Service. This information will be reviewed and verified by the Bank’s team for authentication, which may take up to 24 to 48 hours, the bank will enable Customer to sign up, bind device or avail other services from digiBOP Mobile Banking Application/Internet Banking as applicable and that require biometric verification.
21. The Bank will not be responsible if due to some system or other issues the processing time is extended beyond the period of 48 hours. The Customer agrees not to hold The Bank liable in these cases.
22. **Cooling-Off Period**
23. The Bank of Punjab's shall implement a Cooling-Off Period of two hours which may be applied after specific actions such as signing up, binding a device, changing transaction limits, or other transactions from digiBOP Mobile Banking Application/Internet Banking. During this Cooling-Off period, Customer is restricted from performing any transactions or engaging in other activities through digiBOP Mobile Banking Application/Internet Banking. The Cooling-Off Period is implemented to protect Customer from fraudulent activities. By accepting these Terms and Conditions, the Customer agrees to abide by the Cooling-Off Period restrictions.
24. Customer acknowledges that the Bank shall not be liable for any transaction losses or delays resulting from the Cooling-Off Period. The Bank has established a Cooling-Off Period Policy to enhance the security of its Customers' financial transactions and protect them from potential fraudulent activities.
25. **Account Consent Requirement**
26. The Customer will have the authority to determine which Account they wish to use for digiBOP Mobile Banking Application/Internet Banking. This selection process will provide them with control over their financial activities. Additionally, the Customer will have the responsibility of choosing a default Account that will be automatically selected for future transactions. This decision is significant as it will streamline future banking tasks by eliminating the need for repeated account selection.
27. **Channel/Contact for reporting of loss/theft of Device**

The Customer may call the Contact Center at 042-111-267-200 for deactivation of Mobile Banking Application/Internet Banking Channels in case of loss/theft of Device

1. **Dispute Resolution Mechanism/Error correction mechanism**

The Bank maintains a functional and fully equipped Customer Service Support Centre that is able to handle Electronic Fund Transfer related queries, issues and disputes. For any query or complaint, the Customer can contact the helpline at 042-111-267-200.

1. **Applicable fee/charges/tax**

The applicable fee/charges/tax for digital channels will be as per the Bank’s Schedule of Charges (SOC) document published biannually and easily accessible to the Customers. <https://www.bop.com.pk/Resources>

1. **Change of Terms**

The Bank shall have absolute discretion to amend or supplement or delete any of the Terms & Conditions at any time and will endeavor to give prior notice of seven days for such changes wherever feasible. Such change to the Terms & Conditions shall be communicated to the Customer through the Bank’s website. By continuing to use any existing or new services as may be introduced by the Bank the Customer shall be deemed to have accepted the changed Terms & Conditions.

1. **Non-Transferability**

The Customer agrees that the grant of Mobile Banking Application/Internet Banking to a Customer is purely personal in nature and not transferable under any circumstance and shall be used only by the Customer.

1. **Termination of Mobile Banking Application/Internet Banking**

The Customer may request for termination of the Mobile Banking Application/Internet Banking any time by informing The Bank in writing. The Bank may withdraw or terminate the Mobile Banking Application/Internet Banking anytime either entirely or with reference to a specific service or Customer; or in case of breach of Terms & Conditions by the Customer without any prior notice; or if the Bank learns of the death, bankruptcy or lack of legal incapacity of the Customer.

1. **Notices**

The Bank may publish notices of general nature, which are applicable to all Customers in newspapers or on its website. Such notices will have the same effect as a notice served individually to each Customer.

1. **General**

The clause headings herein are only for convenience and do not affect the meaning of the relative clause. Bank may sub-contract and employ agents to carry out any of its obligations under these Terms & Conditions or otherwise.

1. **Proprietary Rights**

The Customer acknowledges that the software underlying the Mobile Banking Application/Internet Banking as well as other Internet related software which are required for accessing Mobile Banking Application/Internet Banking are the legal and intellectual property of the respective vendors. The permission given by Bank of Punjab to access Mobile Banking Application/Internet Banking 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 Mobile Banking Application/Internet Banking or create any derivative product based on the software.

1. **Governing Law**

These Terms and Conditions, access and use of Mobile Banking/Internet Banking shall be governed by applicable laws of Pakistan, and both parties to this Agreement agree to submit to the jurisdiction of courts in Pakistan.

The Bank may, at its discretion, initiate legal proceedings arising from these Terms in any court, tribunal, or other appropriate forum. The Customer consents to the jurisdiction of such courts.