

Terms & Conditions for MCB Islamic Foreign Exchange Portal

1. Definitions and Scope

Following terms in these "Portal" Terms and Conditions shall have the meaning ascribed to them as set out in these Conditions:

- 1.1. The "Portal" refers to "MCB Islamic Foreign Exchange Portal".
- 1.2. The "User" refers to a "Customer and/or Authorized Representative/Nominated User".
- 1.3. The purpose of the "Portal" is to facilitate customers in submission of FX cases to Bank/SBP/SBP-BSC for approval.
- 1.4 "Acceptance" means your acceptance of the "Portal" Terms and Conditions.

2. Acceptance

By Accepting these Terms and Conditions you agree to be bound by them without limitation or qualification.

3. License Grant and Right of Access

- 3.1. Within the frame of its Services MCB ISLAMIC BANK grants to the "User" a non-exclusive, non-transferable right to use the "Portal" for as long as the "User", with regard to other provisions of this contract/terms & conditions, is granted a right to use the "Portal" service.
- 3.2. The "User" is entitled to use the "Portal" as it is provided through publication on the internet solely for the purposes as described under 1.3
- 3.3. The "User's right to use the "Portal" will automatically cease in the event of a material breach by the "User" of any of its obligations under these Terms and Conditions or of the contract; or termination of the contract
- 3.4. The "User" may not assign, sub-license or otherwise transfer any rights or obligations in these Terms and Conditions to any other person.

4. No warranty

- 4.1. MCB ISLAMIC BANK will endeavor to publish accurate information on the "Portal" and ensure that the services do not have errors or omissions. However the information published on the "Portal" is provided "as is" and without warranties of any kind, either expressed or implied.
- 4.2. All information is accurate, to our best knowledge and belief at time of transfer, but it does not aim to predict future developments. The information provided is for the agreed purposes only and is not intended as a (legal) recommendation or (legal) advice as to particular transactions, investments or strategies in any way. In no event will MCB ISLAMIC BANK be liable for any direct or indirect, special or consequential damages to the "User" or anyone else for any decision made or taken in reliance on the information provided by the "Portal".

5. Obligations of the "User"

- 5.1. The "User" shall be fully responsible for all activities that occur in the "Portal" under his/her password(s). The "User" shall ensure that such password(s) are kept confidential, treated in a secured manner and will immediately notify MCB ISLAMIC BANK of any breach of security with respect to such password(s) or to the use of the "Portal". The "User" is responsible for ensuring that all persons who access the "Portal" by internet

connection and/or using the password(s) are aware of these terms and conditions of use and that they comply with them.

5.2. The “User” agrees to use the “Portal” only in a lawful manner and further agrees not to cause, or knowingly allow others to cause, any nuisance, annoyance, or inconvenience whether to MCB ISLAMIC BANK or to any of its customers or “Users” of the “Web Portal” by any means, including without limitation by a denial of service attack, knowingly introducing viruses, or other malicious or harmful material.

5.3. The “User” agrees not to use the “Portal” to transmit or post any material unauthorized contents, information and data, including but not limited to files, codes, viruses, documents and information, which is fraudulent, untrue, illegal or which may affect the use of the Services or.

5.4. The “User” agrees to ensure the use of up-to-date virus checking software to prevent the introduction of viruses and other harmful code onto the “Web Portal”.

6. Obligations of MCB ISLAMIC BANK

6.1. MCB ISLAMIC BANK shall provide the “User” with a user identification number and a first-time password to use the “Portal” by emailing it to the registered email ID provided by the User to the Bank, subject to completion of respective formalities.

6.2. MCB ISLAMIC BANK takes all reasonable steps to safeguard the security of any information input by the “User” or information used by the “User” in connection with the “Portal”.

6.3. MCB ISLAMIC BANK shall use its reasonable endeavors to make the “Portal” available for the “User”. MCB ISLAMIC BANK gives however no guarantee of such availability. In the event that the “Portal” would be unavailable MCB ISLAMIC BANK will make all reasonable efforts to recover the Services on shortest notice possible.

6.4. Notwithstanding the provisions of 3.3 above MCB ISLAMIC BANK may suspend or terminate the “Portal” or the User’s right to access the portal at any time at MCB ISLAMIC BANK’s sole discretion without liability to the “User”. Suspensions will be justified by objective reasons including but not limited to maintenance, misuse of portal by the User, breach of any terms & conditions, obligation or any unlawful or unsatisfactory act by the User or for any other reason.

7. Intellectual Property Rights

The “User” acknowledges having no right whatsoever with respect to any and all intellectual property rights used or embodied in or in connection with the “Portal”. MCB ISLAMIC BANK reserves all rights related to the “Portal”. Nothing in these Terms and Conditions grants the “User” a right or license to use any trademark, design right or copyright owned or controlled by MCB ISLAMIC BANK or any other third party except as expressly provided in these terms.

8. Liability

8.1. MCB ISLAMIC BANK shall in no event be liable to the “User” for any direct or indirect, special or consequential damages, including but not limited to damages resulting from loss of profits or data arising out of the use or inability to use the “Portal”, the misuse of the password or of any other identification data.

8.2. The “User” acknowledges that the “Portal” is provided via the internet and that MCB ISLAMIC BANK has no control over and/or the security of the internet. MCB ISLAMIC BANK endeavors to ensure that the services are free from bugs and secure, but MCB ISLAMIC BANK does not assure or assume any liability for timely, trouble-free and uninterrupted access to the internet.

8.3. While MCB ISLAMIC BANK has used its discretion, best judgment and all reasonable efforts in maintaining a virus-free website, it declines any liability for persons, property damage or especially direct, indirect, immediate

or subsequent pecuniary loss which may result from transmission or downloading of computer viruses. MCB ISLAMIC BANK cannot be held liable for hardware damage, loss of data, alteration of data, or downtime.

8.4. The Internet per se is susceptible to various cyber-crimes like phishing, vishing (Voice phishing), SMSing (phishing through SMS), compromise of User's system security etc., Whilst the Bank shall endeavor to protect the interest of the customers/users, there cannot be any guarantee from such cyber-crimes and other actions that could affect any transaction including but not limited to delay or failure in processing the instructions. The User shall separately evaluate all such risks and the Bank shall not be held responsible for the losses arising out of such cyber-crimes.

9. Data Protection/Confidentiality

9.1. Both Parties shall use the "Portal" in Compliance with the applicable contract provisions related to confidentiality and data protection and the applicable data protection laws.

9.2. The "User" undertakes to treat as confidential all information on the "Portal", the processes used, and all related documentation, and to take all necessary actions to ensure that this confidentiality is ensured towards third parties. Moreover the "User" shall oblige his employees or third parties who are required to have access to such information to the same confidentiality obligation and to observance of applicable data protection obligations. The "User" shall moreover ensure that such obligations shall continue to apply after termination of their working relationship.

9.3. The "User" shall not sell, rent or alter any information/data retrieved from the "Portal", whereas transfer, distribution, disclosure and copying is solely admitted for internal use by the "User".

9.4. The "User" shall implement appropriate measures that information/data retrieved from the "Portal" is protected against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access in particular where the processing involves transmission of data over a network, and against all other unlawful forms of processing.

10. General

10.1. Severability Clause If any article, section or provision of these Conditions is found to be invalid, the remainder of them shall continue in full force and effect. Any Conditions which are null or void are in this case to be understood such that their intended purpose is still fulfilled as far as possible.
substantive laws of Pakistan.

10.2. Consent for Data Sharing The 'User' and/or the Customer or the Authorized Signatory of the account provides explicit consent to MCB ISLAMIC BANK for use of information/documents provided through the "Portal" to perform due diligence and supervisory functions.

10.3. Complaints The 'User' and/or the Customer or the Authorized Signatory of the account can lodge complaint through following mediums:

- Visiting at the concerned branch
- Calling at Call Center UAN: 042-111-222-642
- Emailing at service.quality@mcbislamicbank.com
- Writing to bank at Complaint Management Unit, Service Quality Department, Second Floor-Plot # LM-10, Block 10-A, Gulshan-e-Iqbal, Main Rashid Road, Karachi.

10.4. Governing Law This contract/terms & conditions shall be governed by and construed in accordance with the laws of Pakistan with the exclusive jurisdiction of the courts of Pakistan.

10.5. Amendments The Bank may from time to time and at any time revise and/or change any of these Terms and Conditions including without limitation, the charges levied in respect of the Services. Such changes will be placed on the Website for Customer's notification or will be shared via email / written letter. The Customer



MCB Islamic Bank Ltd.

agrees to remain bound by these amended Terms and Conditions or any document submitted for availing Services.

10.6. Force Majeure The Bank shall not be liable for delay in performing or failure to perform any of its obligations under these Terms of Service (Terms & Conditions) which is caused by circumstances beyond its reasonable control, including, but not limited to, the failure, malfunction or unavailability of telecommunications, data communications and computer systems and services, natural calamities, war, civil unrest, government action, strikes, lock-outs or other industrial action or trade disputes (whether involving the Bank's employees or those of a third party). Any delay or failure of this kind will not be deemed to be a breach of the Terms of Service (Terms & Conditions) and the time for performance of the affected obligation will be extended by a period which is reasonable in the circumstances.

In addition, the 'User' and/or the Customer or the Authorized Signatory of the account provides explicit consent to MCB ISLAMIC BANK for sharing the information/documents provided through the "Portal" with:

- a. State Bank of Pakistan for necessary processing of their case.
- b. Any 3rd party/regulatory body/concerned authorities/law enforcement agencies as and when obligated by the laws and regulations of the Government or any court of law.