

# TERMS AND CONDITIONS GOVERNING THE USE OF FINCA Mobile Wallet

#### SERVICE BY FINCA Microfinance Bank Limited

## Please read these terms and conditions carefully.

These terms and conditions are legally binding, so please read them through carefully before you accept and agree to the same. This Agreement becomes effective between the Customer and FINCA Microfinance Bank Limited ("the Bank"), and its successors and permitted assigns, at the time of Registration of the FINCA Mobile Wallet.

FINCA Mobile Wallet is a digital wallet account that enables you to access your funds and make payments through the Mobile Wallet via smartphone based app.

These terms and conditions and any amendments thereto notified in the manner specified herein (the "**Terms and Conditions**") set out the rights and obligations of the Customer, and the Bank, in connection with your use of the FINCA Mobile Wallet Service, and utilization of all the branchless banking services through the channels permitted under the Branchless Banking Regulations (including but not limited to the Bank's assigned Agents throughout the country, any branch of the Bank in the country, mobile, internet, phone banking and IVR (the "**Channels**") as may be provided by the Bank, from time to time (the "**Services**").

### **Opening of the "Mobile Wallet" (Account Opening)**

- 1. An FINCA Mobile Wallet may be opened by the Customer by applying to the Bank through the Bank designated Agent(s) or the Bank's Branches in the prescribed digital form on agent's app with biometric Verisys, or regular Verisys by the Bank. The Bank shall be entitled at its sole discretion to accept or reject such applications that do not fulfill the requirements of the Bank's policy.
- 2. Any person opening or operating a Mobile Wallet is deemed to have read, understood and accepted these Terms & Conditions, and the applicable schedule of Bank charges issued and amended from time to time by the Bank for the FINCA Mobile Wallet Services.
- 3. For the purpose of availing the Services, the Customer is required to be a mobile user of a Mobile Network Operator (MNO) in Pakistan.
- 4. The Customer acknowledges and agrees that only one FINCA Mobile Wallet will be opened per CNIC and given mobile number, and the FINCA Mobile Wallet limits shall be applicable as per Bank's policy, rules and regulations.
- 5. Each FINCA Mobile Wallet shall possess a distinctive number which will be the same as the mobile number provided by the Customer for the use of FINCA Mobile Wallet Services, and which shall be quoted in all correspondence with the Bank relating to the FINCA Mobile Wallet and for the purposes of availing the Services.
- 6. The Bank shall make endeavors to preserve the secrecy of the account of the Customer. Nevertheless, the Bank may disclose the information if such is required by any investigating agency or any Government agency in accordance with law.



### **Customer's Responsibilities and Representations**

- 7. The Customer irrevocably and unconditionally undertakes to ensure the following:
  - a) The SIM of the mobile number provided by the Customer for use of FINCA Mobile Wallet Services, shall be registered in the name of the Customer
  - b) The PIN and Security Codes are kept confidential
  - c) To not let any unauthorized person have access to the mobile phone, the PIN, and Security Codes.
  - d) To not leave his/her mobile phone unattended. Someone having access to the Customer's personal information, Security Codes and/or PIN, may use it wrongfully.
  - e) To not in any circumstances store the PIN or Security Codes on his or her mobile phone.
  - f) To regularly change his or her PIN and Security Codes and avoid using easy-to-guess passwords and easily available personal information like birthdays, nicknames, mother's maiden name or consecutive numbers.
  - g) To ensure that the mobile or other electronic device being used to access the Mobile Wallet does not contain any spyware, worms, key logger, Trojans etc. that could result in a security breach of the Customer's personal information or Security Codes.
  - h) To not to under any circumstances give PIN and Security Codes in response to a voice call on their mobile phone that claims to be from the Bank.
  - i) To not under any circumstances enter his or her PIN or Security Codes on any website, link received in an SMS or email, or on any other medium which asks for his or her personal credentials until or unless a request is initiated by the customer himself.
  - j) The Customer indemnifies the Bank from any loss or damage accrued due to any breach of terms and Conditions, negligence or inaction by the Customer, or due to any network disruption occurring at the cellular service provider end.

<u>Note:</u> In case the Bank gets any information regarding the breach of its Terms and Conditions by the Customer, the Bank shall have the right to close the FINCA Mobile Wallet account with or without any further notice as per its discretion.