



SUMMIT BANK'S END TO END FX DIGITAL PORTAL TERMS AND CONDITIONS

I hereby understand and agree: The Bank reserves the right to decide the set of services to be offered to specific customer(s), by adding or deleting any set of services offered under the FX portal at its sole discretion. The ability to perform activities via FX portal as decided by the bank will be solely for the purpose of communication and digital transportation of foreign exchange cases including trade finance and general foreign remittances between Summit Bank and its customer(s). To acquaint myself with the process for using the facility and the Bank shall not be responsible for any error made by wrong usage of the FX Portal. That the Bank may, in its sole and absolute discretion, without notice and from time to time add to, vary, alter, suspend or remove any part of or all of any function(s) and/or feature(s) without giving any reason and without incurring any liability. The Instructions of the Customer shall be effected only after authentication of the Customer by verification of his / her / their USER ID and PASSWORD, Login PIN or through any other mode of verification as may be stipulated at the discretion of the Bank. It shall be the endeavor of the Bank to carry out the instructions received from the Customers promptly. However, The Bank shall not be responsible for delay / failure in carrying out the instruction(s) due to any reason(s) whatsoever including, failure of operational system or due to any requirement of law.

FX Portal's Customer Password responsibilities:

1. To undertake the entire responsibility for maintaining the confidentiality of your Password.
2. To immediately notify us if your Password is lost, stolen, disclosed to an unauthorized third party or otherwise may have been compromised.
3. To change your Password regularly and make sure that you do not choose a Password you have used before.

The electronic channel is susceptible to frauds, misuse, hacking and other actions that could affect FX Portal based communication between customer and the bank. Whilst the bank shall aim to provide security to prevent the same, there cannot be any guarantee against such frauds, hacking and other actions that could affect FX Portal. The Customer shall be solely responsible and the Bank shall not be liable for any loss (direct, indirect or consequential) if access is gained to the Customer's account through forgery, wiretapping, theft or divulgence of PIN by the Customer. It is further recommended that the customer installs an adequate anti-virus software to further mitigate possible threats.

AUTHORIZATION

The Customer expressly authorizes the Bank to access his / her / their Account Information required for offering the services provider / third party as may be required to provide the services under the facility. The Customer understands that the Bank may send rejection or cannot process the request messages for the FX service / transaction request(s) sent by the customer, which could not be executed for any reason. The Bank shall make all reasonable efforts to ensure that the Customer information is kept confidential. However, the Bank shall not be responsible for any inadvertent divulgence or leakage of confidential Customer information for reasons beyond the control of the bank. The Customer expressly authorizes the



Bank to carry out all FX related services / transactions purporting to have been received from his / her / their end of the FX Portal and authenticated with his / her / their Password, Login PIN etc. It is the responsibility of the Customer to advise / promptly inform to the Bank in case of any change(s) in his / her / their profile such as mobile number or loss / theft, misuse or unauthorized use of his / her mobile phone as well as registered E-mail ID(s) with the bank, by contacting the Bank immediately. The Customer accepts that each alert / communication mode in relation with FX portal may contain certain Account(s) information relating to the Customer. The Customer authorizes the Bank to send Account related information, though not specifically requested, if the bank deems that the same is relevant. When a Customer completes providing FX Portal based instructions and the same are received by Summit Bank, underlying request shall be deemed to be fixed and finalized and the Customer may not subsequently raise any objections with respect thereto. Once the customer instructions / requests are received, the transaction(s) may not subsequently be changed or reversed in any way. The Bank may seek clarification from customer at any stage, if & wherever deemed necessary.

SCOPE:

These terms and conditions govern our relationship regarding the FX Portal use, Bank reserves the right to change the terms and conditions at any time. Any such change may be notified to you, in writing or by being published on the Web site. These terms and conditions shall be in addition to and not in derogation of the terms and conditions that are applicable to any Account, Product(s) and Services provided by/ maintained at /with Bank. The services the Bank will be providing through the FX Portal include requests pertaining to the processing of trade finance and general foreign remittances to be catered by the bank whether or not those transactions require State Bank's prior approval.

RIGHTS AND RESPONSIBILITIES:

It is the responsibility of the Customer to ensure the correctness of the information supplied by him / her / them to the Bank through the use of the services / facility or any other method. In case of any discrepancy in the information provided to the Bank, the Customer understands that the Bank will not be in any way responsible for action taken based on the information. The customer may, in certain cases, request the Bank to stop the execution of FX transaction(s) submitted earlier to the Bank on FX Portal through their registered e-mail. The Bank shall comply with the request to execute or stop a transaction only where it is operationally possible to do so and this shall vary from case to case. The bank shall, at its sole discretion, decide whether it is possible to stop a transaction or execute. The Customer shall agree to hold harmless and indemnify the Bank against any loss, costs, claims, damages, expenses, liabilities or proceedings, which the bank may incur or suffer as a result of acting upon or delaying to act upon or refraining from acting upon the aforesaid instructions. If the Customer notices an incorrect, erroneous or unauthorized activity on FX Portal at any given point in time, the Customer must immediately inform the Bank via registered e-mail. The Customer Accepts that the Bank shall not be responsible for any errors which may occur in spite of the steps taken by the bank to ensure the accuracy of the information and the Customer shall not have any claim against the bank in any event of any loss / damage suffered by the customer as a consequence of an inaccurate information provided by the Bank. The Customer will be responsible for all activities made through the use at his / her / their end of FX Portal whether or not



such activities are in fact performed by him / her / them. The Customer shall take all steps possible to ensure that his / her / their FX Portal's Login ID, Password, One Time Password (OTP) is not shared with anyone and shall report to the bank regarding any misuse / loss of the aforesaid confidential information immediately. It will be the responsibility of the Customer to notify the Bank immediately if he / she suspects misuse of the Password. He / She / They will also immediately initiate the necessary steps to change his / her / their password. The Customer will be solely responsible for any kind of fraudulent or erroneous instruction(s) given from his / her / their end via FX Portal and any financial loss / charges thus incurred will be payable by the Customer. The Customer shall keep himself / herself / them self-updated with regards to any information / modification relating to the services offered under the facility, which would be publicized on the websites and at the branches from time to time and the Bank shall not be responsible if the Customer fails to do so. The Customer shall be liable for all loss if he / she / they has / have breached the Terms and Conditions contained herein or contributed or caused the loss by negligent actions or a failure on his / her / their part to advise the Bank on real time basis about any unauthorized access to the Account. The Customer can request for termination of the facility by contacting the Bank. Notwithstanding the termination of the said facility, the Customer shall remain accountable for all the transactions made prior to confirmation of any such cancellation request on the customer's Account. The Customer acknowledges that the Facility is dependent on the telecommunications infrastructure, connectivity and services within Pakistan or the country of usage of the Customer. The Customer accepts the timeliness of Alerts sent by the Bank will depend on factors affecting the telecommunications industry. Neither the Bank nor its Service Providers shall be liable for non-delivery of Alerts, error, loss, distortion in transmission of and wrongful transmission of alerts to the Customer. The Bank will record all FX portal based communication details which will be deemed as conclusive proof. The Customer would have to ensure that the Internet Service Provider and/or communication device he/she/they uses / use meets / meet the criteria required to access and communicate through FX Portal. .

WITHDRAWAL/SUSPENSION OF FX PORTAL'S ACCESS

The Bank may, at its discretion, withdraw temporarily or terminate the facility, either wholly or in part, at any time without giving prior notice to the Customer. The facility may be suspended for any maintenance or repair work or in case of any emergency or for security reasons. The Bank shall endeavor to give a reasonable notice for withdrawal or termination of the facility but shall not be responsible if such an action has to be taken for reasons of security or emergency. The Bank may also terminate or suspend the services under the facility without prior notice if the Customer has violated the terms and conditions laid down by the Bank or the death of the Customer or separation of customer's authorized user from the organization (in case of corporate accounts category) and exclusion as an account holder / authorized user (in case of individual accounts category) is brought to the notice of the Bank.