

JS Connect Terms & Conditions

DEFINITIONS AND ABBREVIATIONS:

"Internal-Funds Transfer (IFT)" means an intra-bank payment service which involves JSBL conducting the transfer of funds after debiting Customer's nominated account and crediting the designated account(s) maintained with JSBL.

"Inter-Bank Funds Transfer (IBFT)" means an interbank payment service which involves JSBL conducting the transfer of funds after debiting Customer's nominated account and crediting the designated beneficiary account(s) maintained with other banks.

"JSBL" means the JS Bank Limited.

"Pay Order (PO)" means a payment instrument which JSBL will issue on behalf of the Customer after debiting its respective accounts.

"Cheque (CQ)" means a payment instrument which JSBL's Customers or JSBL will issue on behalf of themselves/its Customer(s) to the beneficiaries against respective accounts which will be debited on the presentation of said instrument(s).

"Bulk RAAST" Raast is Pakistan's first instant JS Connect that will enable end-to-end digital payments among individuals, businesses, and government entities instantaneously. Cash Management will provide the services to business entities for transfer of funds through RAAST channel to individuals (IBAN & CNIC) and to other business entities (IBAN & NTN).

"Cash over the Counter (COC)" means a payment service which involves JSBL conducting the transfer of funds debiting a Customer's nominated account and disbursement of Cash to the designated beneficiary who does not maintain a bank account at JSBL or any other bank.

"Utility Bill Payment Services (UBPS)" means payment services which involves payment of Utility Bill Companies against customer unique Identification Number assigned by the Utility Bill Company. The payments will be made to those Utility Companies added as a biller over Quickpay.

"Real Time Gross Settlement Systems (RTGS)" is a payment service which enables Customer(s) to make large value payments to another bank between Customers' designated beneficiary account(s).

"Wallet Funds Transfer (WFT)" Wallet Funds Transfer (WFT) is a payment service in which funds are transferred after debiting a Customer's designated account and crediting their designated Zindigi beneficiary account(s).

"Customer Inputter" means the authorized / designated personnel of the Customer responsible for single / bulk Payment Request inputs, maintaining beneficiaries and printing cheques through JS Connect;

"Customer Verifier" means the authorized / designated personnel of the Customer responsible for single / bulk Payment Request verifications, maintaining beneficiaries and printing cheques through JS Connect.

"Customer Approver" of Customer's Authorized Signatories" means the authorized / designated personnel of the Customer responsible for reviewing the data, involving single / bulk Payment Request provided by the Customer Inputter, and approving the same for finalization, printing and use.

"JS Connect" A web-based, 24/7 online system of JSBL that enables Customer(s) to process routine disbursement transactions using various payment products, following a structured process flow to ensure efficiency and security.

"Administrator" means the authorized / designated personnel of JSBL, responsible for creating accounts of the Customer(s), attaching signatures from Customer's specimens and subsequently uploading / setting up the access of the Customer on JS Connect.

"Bank's Authorized Signatories" or "Bank Approver" means the authorized / designated personnel(s) of JSBL responsible for reviewing the data involving single / bulk Payment Request(s) furnished by the Customer(s) and approving the same.

"Identification Names and Passwords" means the security login names and their corresponding passwords given to the Authorized Signatories of the Customer, by the Administrator, for accessing their respective domains in JS Connect for performance of their respective functions.

"Customer" refers to an individual, business, or institution that utilizes JSBL's cash management services.

"Payment Request" means and includes request for Nine (9) modes of payment i.e. through Cheques, Pay Order, Cash over the Counter, Utility Bill Payments, Funds Transfer, RAAST Payments, Wallet Funds Transfer, RTGS and/or Inter Bank Funds Transfer requests.

"Business day" means a day on which JSBL is open for normal banking business, prescribed by the State Bank of Pakistan, from time to time.

"Personal System" means a computer system used by the Customer for the purposes of using and accessing JS Connect.

"Parties" – JSBL and the Customer collectively referred to as Parties.

"Party"- JSBL and the Customer are individually referred to as Party.

"User(s)" means any person accessing the JS Connect at either Customer's or JSBL's end, other than the Administrator.

THE PRODUCT

- JS Connect enables the Customer to issue cheques or Pay Order and initiate funds transfer, interbank funds transfer, utility bill payments, RAAST Payments, RTGS, Wallet Funds Transfer, or cash over the counter requests electronically at the request of the Customer's Authorized Signatories.
- Upon signing these Terms and Conditions and the specified JS Connect sign-up forms developed by JSBL, the Administrator shall create the Customers' Users, providing them with relevant roles/access rights, which shall be designated by the Customer for access to JS Connect.
- Once access is provided to the designated User of the Customer, it will allow the Customer Inputter, designated by the Customer through the authority letter, to input Payment Requests which would have to be subsequently verified by the Customer Verifier and lastly approved by the Customer Approvers.

REPRESENTATIONS AND WARRANTIES

1. In addition to the provisions of these Terms and Conditions, the Customer has all necessary and requisite powers, authorities and approvals to enter into and perform the obligations under these Terms and Conditions.
2. These Terms and Conditions have been duly authorized, executed and delivered by the Customer and constitute its legal, valid and binding obligations.
3. The execution and delivery of, and performance of the Customer's obligations under these Terms and Conditions do not and will not constitute a violation of any statute, judgment, order, decree or regulation or rule of any court, governmental authority or arbitrator of competent jurisdiction.

JS CONNECT: GENERAL TERMS AND CONDITIONS

1. In addition to the provisions of these Terms and Conditions, use of JS Connect shall also be governed by the operational terms and conditions developed by JSBL and any user manual and/ or related training manuals, as developed, updated and communicated to the Customer from time to time by JSBL.
2. JS Connect shall be accessible from the Customer premises with secure login IDs with limited access to staff of the Customer. The administrative rights of this will be held with JSBL in order to maintain dependency and control. Customer(s) would share the filled ID request form with the Administrator for the issuance of IDs to the Customer(s).
3. The Customer shall designate and authorize any person to act as inputter, verifier or the final authorizer of the transactions in case of Funds Transfer, Inter Bank Fund Transfer, Pay Order, Wallet fund Transfer and Cash over the Counter. It shall be ensured that the final authorizer in case of Cheques shall be the same as the Authorized Signatories of the Customer notified in the respective account in JSBL's core banking system. As a general rule, the inputter may be designated by the Authorized Signatories of the Customer but the Customer Approvers in all cases shall be the same person whose details have been provided by the Customer at the time of account opening in JSBL's core banking system.
4. The Customer agrees that after signing of these Terms and Conditions, the Customer shall acknowledge and confirm to JSBL that the details contained in "JS Connect sign-up forms" are duly correct.
5. The Customer shall be using its account(s) as stated in the sign-up forms for the purpose of performing payment transactions through JS Connect. These accounts shall be governed by the banking services agreement(s) of JSBL for opening and maintenance purposes in addition to any Customer relationship form, as developed and amended by JSBL from time to time.
6. The aforesaid information shall be incorporated by the Administrator and the Customer Inputter, Customer Verifier and the Customer Approver shall subsequently be provided separate and individual Identification Names and Passwords for accessing their respective accounts and carrying out their respective functions.
7. In case there is any change in Customer Inputter, Customer Verifier or the Customer Approver, Customer shall ensure that the same is communicated to JSBL in writing over company letterhead and signed by the authorized signatories via Email or Post. The change shall be considered effective by both parties only when a written confirmation of the same is provided by the Customer to JSBL.
8. It is understood and acknowledged by both the Parties that JSBL, in its sole discretion, reserves the right to reverse any transaction, if erroneously processed by JSBL in case of FT, PO or Cheque. However, reversals will only be possible for any transactions erroneously processed by Customer, specifically in case of FT, should there be funds available for reversal with beneficiary consent. Whereas, requests for reversal for remaining products will not be allowed.

USE OF THE JS CONNECT SERVICE

1. Customer agrees to ensure that any and all data and/or instructions given to JSBL are accurate and permitted under the applicable law(s).
2. JSBL may refuse to act upon an instruction / Payment Request if it has reasonable grounds to believe that:
 - a. It was not given by the authorizer of the account / Customer
 - b. It was not clear
 - c. It would prevent JSBL from materially complying with any applicable law or regulation, direction, or guideline of a regulatory authority
 - d. It might cause both Parties or JSBL to breach a contractual duty
 - e. JS Connect is being used for an unlawful purpose by the Customer; or

f. There has been, or there is about to be, an unauthorised disclosure of security details of Customer or other security breach or a breach of the JS Connect Services generally, which may, in the sole opinion of JSBL, cause harm to the Customer.

3. In order to improve the quality of services and to ensure that JSBL has a full record of all instructions/Payment Requests received from the Customer, JSBL may record Customer's instructions/Payment Requests for effective monitoring.
4. In case the Customer requests for cancellation of an instruction/Payment Request received by JSBL, JSBL will always use reasonable endeavours to do so only before the instruction / Payment Request has been carried out by JSBL.
5. The transfer of funds deposited with JSBL in Customer's account, as stated in the funds transfer instruction / Payment Request, shall be subject to all laws, regulation decrees, administrative rules, and orders of the Government of Pakistan or the State Bank of Pakistan now or hereafter affecting the same. The Customer shall indemnify and hold JSBL, its subsidiaries, affiliates, officers, directors, employees and representatives, harmless from any loss that JSBL may suffer or incur in respect of the transfers of funds hereunder, by reason of any such laws, decrees, administrative rules and orders or for losses resulting from fraudulent instructions.
6. In the event of any stop-payment instruction/cancellation request issued by Customer, JSBL reserves the right to ask for written instructions for further confirmation or verification. JSBL shall record such instructions/requests in order to ensure that JSBL has a full record of all instructions received from Customer for effective monitoring in order to improve the quality of Services. The time at which JSBL receives the aforementioned information or instructions will be determined and certified by JSBL on the basis of recorded data and such determination shall be binding and conclusive on Customer.
7. The Customer hereby holds JSBL including its affiliates, officers, directors, employees and representatives harmless and keeps it fully and effectively indemnified against any loss and/or damage to JSBL including but not limited to any injury to or death of any of employees of JSBL, occurring, directly or indirectly due to negligence and/or wilful misconduct of Customer in relation to the performance or omission to perform by the Customer of any of its obligations under these Terms and Conditions.

SECURITY & SERVICES

8. Both Parties agree to use their best efforts in taking all reasonable precautions so as to prevent fraudulent or unauthorised use of or access to Customer's security details and of the JS Connect service.
9. Customer agrees to comply with all procedures and requirements as set out in the user manual(s), to be provided by JSBL when using the JS Connect service/system. The Customer also agrees not to disclose the contents of the user manual(s) to any third party and to keep the confidentiality of any information so provided.
10. The Customer agrees to notify JSBL immediately by telephone, fax, email or letter in case Customer has grounds to suspect that any unauthorised disclosure of security details/data or any breach of security procedures has happened or occurred. JSBL shall not be responsible for any instruction that was not given by Customer upon which JSBL has acted in good faith and in circumstances where JSBL complied with security procedures.
11. The Customer agrees that all intellectual property rights in the electronic service are and shall remain with JSBL and it undertakes to do all such things and acts as JSBL may advise to assure its rights, title and interest in and to such intellectual property; and vice versa.
12. The Parties shall comply with all applicable laws, rules, regulations, notifications and standing instructions issued by the government, any semi-government authority or local bodies and shall take safety measures and make appropriate arrangements in carrying out their obligations under these Terms and Conditions.
13. For IBFT transactions, transaction processing will be dependent on 1-LINK. In case there are any issues in transaction processing, JSBL shall inform the Customer within a reasonable time and all those transactions will be processed through payment orders upon confirmation from the Customer or as per Customer's request. The Customer will ensure that limits for each IBFT business-to-business (B2B) corporate payments would not exceed PKR 1.5 million (Pak Rupees One Million Five-Hundred Thousand only) per transaction unless any other customized arrangements.
14. The Customer hereby acknowledges and agrees that the execution of all transactions initiated via the RAAST platform shall be subject to the operational functionality, availability, and performance of the RAAST Payment Services infrastructure. All such transactions shall be processed on the basis of the beneficiary's Computerized National Identity Card (CNIC) number or National Tax Number (NTN), as applicable, and must be incorporated in the file format prescribed by JSBL. The Customer further undertakes and affirms that each RAAST transaction—whether classified as business-to-business (B2B) or business-to-consumer (B2C)—shall not exceed the maximum per transaction threshold of PKR 1,000,000 (Pak Rupees One Million), unless otherwise expressly authorized by JSBL through written confirmation of a mutually agreed customized arrangement.
15. The Customer agrees that all Real-Time Gross Settlement System (RTGS) transactions initiated through JS Connect shall be subject to applicable laws, SBP regulations, and operational availability of the RTGS platform. Transactions must be submitted within prescribed cut-off times and in the required format, including all mandatory beneficiary details. JSBL shall not be held liable for any delays, rejections, or failures resulting from incorrect data, system downtime, or regulatory intervention. The Customer is solely

responsible for ensuring proper authorization, maintaining confidentiality of user credentials.

16. The Customer hereby undertakes and agrees that, for all Cash Over the Counter (COC) business-to-consumer (B2C) corporate payments, the transaction value shall not exceed the per-transaction limit as mutually agreed with JSBL. The Customer shall ensure that the specific purpose of each COC transaction is clearly stated in the upload file. The Customer further undertakes that all COC payments shall be made strictly in accordance with applicable directives of the Federal Board of Revenue (FBR), and in compliance with the regulations prescribed by the State Bank of Pakistan (SBP), including but not limited to Anti-Money Laundering (AML), Counter Financing of Terrorism (CFT), and Counter Proliferation Financing (CPF) requirements. Any COC payment(s) remaining unclaimed or unpaid beyond the agreed validity period shall be automatically credited back to the Customer's account, in accordance with the timeline mutually agreed between JSBL the Bank and the Customer.
17. The Customer agrees that under the Straight-to-Bank (S2B) arrangement, JSBL shall provide secure APIs enabling the Customer's internal system (CRM/ERP) to transmit transaction instructions directly to JS Connect for processing. All transactions shall be approved within the Customer's system, and JSBL shall act solely on the instructions received through the integrated API channel. JSBL shall not be responsible for any unauthorized, erroneous, or fraudulent transactions initiated from the Customer's system. The Customer shall ensure full compliance with applicable laws, SBP directives, and JSBL's technical and security standards, and shall indemnify JSBL against any loss, claim, or liability arising from misuse or failure of the Customer's system or API controls.

SCRUTINY, SAFE CUSTODY AND SURRENDER OF CHEQUE BOOKS

18. Cheque books shall, on receipt, be carefully examined by the Administrator who should count the number of forms contained in each and record a certificate of count.
19. Each cheque book must be kept under lock and key in the personal custody of the Customer and / or JSBL, as applicable.
20. If the Customer wants the cheques to be electronically generated and signed at his or JSBL premises, then he may be permitted to do so. However, if by such an act, the Customer faces any discrepancy arises, the loss shall have to be wholly borne by the Customer.
21. In cases where withdrawal of funds by cheques is no longer necessary, all the cheque forms of cheque books which remain partly or wholly unused shall be surrendered to JSBL, who will put them to proper use by destroying the partly used ones under personal supervision after keeping note of this fact in the relevant records under proper attestation.

MISCELLANEOUS TERMS

1. Artwork and Cheque Stationery: In case the Customer requires customized cheque books with its logo or any other changes are desired by the Customer, the Customer shall provide the required changes in writing to JSBL as per the mode requested by JSBL and JSBL may in its discretion acceded to the Customer's request and the Customer shall be liable for the intended cost.
2. Undertaking – JSBL: JSBL undertakes that the information it receives from the Customer comprising its name, account numbers, authorized signatory(ies) details, operating instructions and specimen signatures shall be confidential information and shall not be used for any purpose other than carrying out the functions of the Administrator for the purposes of setting up and operation of JS Connect for the Customer. JSBL shall disclose any or all the confidential information, if compelled by any competent authority.
3. Undertaking – Customer: The Customer undertakes to ensure that its authorized signatories and inputter(s)/ verifier(s) shall not allow any unauthorized persons to use the Identification Names and Passwords, which shall be solely for the use of the intended Users. In case any payments are processed as a result of misuse of the Identification Names and Passwords, JSBL shall not be responsible and in case JSBL incurs any loss as a result of acting on any unauthorized instructions / Payment Requests, the Customer hereby indemnifies JSBL to the full extent of the loss or damage caused to JSBL. Furthermore, the Customer also undertakes full responsibility for security of the Cheque Stationery in Customer's custody. JSBL shall not be liable in any manner whatsoever if the Customer or its Users utilize generic email addresses (e.g., info@, accounts@, admin@) or public domain email services (e.g., Gmail, Yahoo, Outlook, etc.) for initiating or processing financial transaction or related communication. JSBL shall also not be held liable for any instructions, transactions, or harm caused by any existing employee and/or former or ex-employee of the Customer, and the Customer accepts full responsibility and risk in such instances. The Customer acknowledges and undertakes that JSBL reserve the right to terminate the JS Connect Services between the Customer and JSBL at any time upon its discretion. Moreover, Customer further undertakes that if Customer desires to discontinue or terminate this arrangement JS Connect Service then Customer shall be liable to provide 30 days prior written notice to JSBL.
4. Operation & Maintenance: The Customer shall solely be responsible for the operation and maintenance of JS Connect, once access is provided to the Customer. However, on Customer's request, JSBL shall provide maintenance support and advice on JS Connect to ensure smooth functioning of JS Connect.
5. Force Majeure: Both Parties shall be released from their respective obligations in the event of national emergency, war, prohibitive governmental regulation or if any other cause beyond the reasonable control of the Parties or either of them renders the performance of these Terms and Conditions impossible whereupon all money/charges due under these Terms and Conditions by either Party shall be paid immediately. Further, JSBL shall not be

responsible for any loss or damage to the instrument deposited due to any government order, law, levy, tax, embargo, moratorium, exchange restriction, natural calamities or any other loss or damage due to any civil commotion, act of God or any other cause beyond JSBL's control.

6. **Indemnity:** The Customer irrevocably and unconditionally agrees and undertakes at all times to fully indemnify JSBL and keep its directors, employees, subsidiaries, affiliates, officers, and representative indemnified and harmless from and against all sorts of losses, damages, costs, charges, expenses of whatsoever nature if any suffered, sustained and incurred whether directly or indirectly by JSBL, its successors in interest, administrators and assigns and howsoever arising out of or in connection with suits, claims, actions, demands, liabilities, proceedings of whatsoever nature made or brought or filed against JSBL by whomsoever in connection with these Terms and Conditions or arising on account of JSBL providing JS Connect to the Customer, which the Customer agrees to be desirous of using and accepting the terms in these Terms and Conditions and the Customer further undertakes to pay JSBL unconditionally within 15 days of JSBL's first written demand of any or all the amount of such claims, costs, fees, expenses, losses and damages if any sustained, suffered and incurred by JSBL. JSBL will not be liable for any loss due to any of the following reasons which cannot be reasonably controlled, including:
- a. The non-availability of any communication network, or any other communication or support system or data becoming scrambled, lost in transmission or wrongly communicated due to reasons including defects in any communication network, or direct or indirect failure of power supplies, equipment, data processing and communication systems or transmission links;
 - b. Circumstances where JSBL is prevented from providing the JS Connect service because of a strike or any other industrial action which is not within the control of JSBL.
 - c. The Customer authorizes JSBL to comply with all payment instructions given through the JS Connect. JSBL may act upon such instructions in good faith immediately upon receipt without the need for further enquiry. The Customer hereby unconditionally agrees that any Payment Requests, made by Customer in compliance with the processes mentioned in these Terms and Conditions, processed by JSBL shall be accepted and upheld by Customer as valid and correct and Customer shall not at any time dispute, question or challenge the validity of any such instruction(s) on any ground whatsoever including forgery, fraud, etc.
 - d. The Customer further authorizes JSBL to debit its Account for entertaining payment requests via Cheque, Pay Order and/or Fund Transfer without having to contact the Customer for any further confirmation. The system generated email through the JS Connect shall suffice at all times.
 - e. The Customer hereby expressly waives its legal rights against the Bank on this/these Account(s) and fully accepts the risk and responsibility of the information transferred to the Bank via JS Connect.
 - f. **Governing law & Jurisdiction:** These Terms and Conditions shall be governed by and construed in accordance with the laws of Islamic Republic of Pakistan. The courts of competent jurisdiction in Pakistan shall have exclusive jurisdiction to settle any/all disputes arising out of or in connection with these Terms and Conditions.
 - g. **Captions:** The captions contained in these Terms and Conditions are inserted as a matter of convenience and for ease of reference only and shall not be deemed a part of and shall in no way affect the meaning or interpretation or scope of these Terms and Conditions or the intent of any provisions hereof.
7. **Charges and Recovery:** The Customer hereby acknowledges and agrees that all charges, fees, and any other amounts payable under these Terms and Conditions, shall be recoverable by the Bank, either via invoice or through automatic deduction from the Customer's designated account(s). The Customer further agrees that they shall always ensure the availability of sufficient funds in their account(s) to cover such deductions. In the event that the Customer's account(s) lacks sufficient funds for any deduction, JSBL reserves the right to initiate recovery by other means as deemed necessary, including but not limited to the application of penalties, interest, or legal action, as per the terms agreed herein.
8. **Partial Invalidity/Severability:** If any provision of these Terms and Conditions, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of these Terms and Conditions, or the application of such provision to persons or circumstances other than those to which or in which it is held invalid, shall not be affected thereby. The Terms & Conditions, rules & regulations, procedures and methods of JSBL governing account(s), and all other products, terms deposits, deposits schemes and services offered to the Customer from time to time.
9. **Assignment:** The Customer shall not assign any of its rights or obligations under these Terms & Conditions without prior written consent of JSBL. However, the Customer acknowledges that JSBL may be consolidated or amalgamated with, merged with or into, or acquired by other financial institutions. In the event of such consolidation, amalgamation, merger or acquisition, JSBL shall be entitled to assign, novate, delegate, sub-contract, outsource, transfer, charge or by any other means, in whole or in part, any of its rights or obligations to any third party, without obtaining the consent of the Customer.

10. **Communication:** All Communications between the Parties shall be in writing, whether entailing email, facsimile or by post. All notices required or desired to be given hereunder shall be in writing and shall be sent by personal delivery or authorized courier service. In case of instructions received over email, a written confirmation of the same in hard copy should be sent to JSBL at the following address "Cash Management Unit, Shaheen Complex, Dr. Ziauddin Ahmed Road, Karachi." not later than the next working day of the issuance of such instructions.

Changes to JS Connect Terms and Conditions:

JSBL can change and supplement the JS Connect terms and conditions and/or suspend or discontinue any aspect of JS Connect service at any time in order to take into consideration a material development in JSBL's business, the introduction of new products and services or reflect a change of law. If JSBL does so, it will provide the Customer with at least (30) days' prior written notice of any such change or addition to the terms and conditions. If accepted by the Customer, such changes and additions will be binding on the Customer. In such an event, option will always be available to the Customer to discontinue the services by giving prior written notice. Amendments to reflect a change of law may take effect immediately without the consent of the Customer. Other amendments will take effect on the date as per the notice time mentioned above.

Acceptance of Terms & Conditions and Declarations:

I/We declare that I/we have read and understood the JSBL's Terms & Conditions and have agreed to be bound by them by signing the acceptance thereof.

I/We further agree to abide by any amendment(s) to these Terms & Conditions applicable to any accounts made by JSBL from time to time and by any regulations, direction and circulars issued by the State Bank of Pakistan, provided it has been notified 30 days in advance. I/We agree to provide all such documents and information which JSBL may require for the subscription of additional facilities.