

SAMBA BANK LIMITED

TERMS AND CONDITIONS FOR WHATSAPP COMPLAINT INITIATION CHANNEL

With reference to using of Samba Bank Limited WhatsApp Complaint Initiation Channel (“**Samba Channel**”), I agree with the Terms and Conditions (as amended from time to time) governing use of Samba Channel and related services. All the remaining terms and conditions of the agreements for different services will remain intact. Samba Channel’s use of a customer’s personal data is governed by its own privacy policy as may be amended from time to time. (<https://www.samba.com.pk/samba/customer-support/privacy-policy>)

Samba Bank WhatsApp Complaint Initiation (“Samba Channel”)

The Samba Channel can be used by Roshan Digital Account (RDA) customers for complaint initiation as a new channel to reach Samba Bank in their most favorite way of communication.

Services

Samba Channel includes complaint initiation for Roshan Digital Account (RDA) related banking products and services. The service will be accessible to customers on their own devices after installation of WhatsApp. However, some of the Services may display content that are not owned by Samba Bank (including User Content) therefore, such content is the sole responsibility of the person or entity that has made it available.

You agree and accept that Samba Bank reserves the right to provide only such Services as Samba Bank may at its discretion permit from time to time. Samba Bank may also inform/update the availability/non-availability of any particular Service, at its sole discretion. You hereby agree that Samba Bank may at any time, without notice to you, modify, discontinue or make additions/deletions to the Services offered. You agree that you shall not hold Samba Bank responsible for not responding to the queries of/information sought by you or not providing a response to the satisfaction of you or not processing any request, where a message sent by you does not have a specific instruction or the message sent by you is not in the format as required by Samba Bank or does not fall under the Services being offered by Samba Bank at the time or Samba Bank does not receive such a message for technical reasons or otherwise or for any reason whatsoever. In such aforesaid mentioned cases Samba Bank can ask you to provide the relevant information to process your query/complaint/request. Samba Bank will have no liability in case of any fraud or impersonation incidents through the WhatsApp platform.

Privacy and Personal Information

You agree for the services provision of Samba channels, Samba Bank may collect and process personal information about you and the services used by you.

Samba Channel for sharing of Information in the Terms and Conditions shall be in addition to any other terms and conditions as stipulated by the Bank from time to time on its website <https://bit.ly/3z8vpbW> whether pertaining to the account or in relation to other products, services, facilities or offers provided by the Bank.

You are responsible to provide accurate and updated personal Information at all times and You have authorized Samba Bank to verify and authenticate your personal information at any time. Samba Bank will not be liable for any loss or damage arising from your failure to comply with the requirements of Samba Bank.

Security

We, Samba Bank, hereby confirm that we shall maintain the highest quality and security standards. You agree and certifies that you shall use your mobile device safely and will not allow any other person / third party to share your device or do any activity that can breach the security of your connection. Samba Bank shall not be responsible and liable for any damages or losses suffered from any of the actions stated above (whatsoever in nature), until you have reported to Samba Bank any damage, theft or loss of your Device yourself.

Third Party Services

Samba Bank has no liability for third party services, including but not limited to WhatsApp. If third party websites or applications cause any harm or problems, you should directly contact the third party provider of those services as Samba Bank will not be able to assist you regarding these issues. Third party providers of websites or applications (including WhatsApp) are subject to and governed by their own terms and conditions. It is customer's responsibility to read and adhere to their terms and conditions.

Users Content and Information

Samba Channel may allow you to submit content, such as information, data, text, photographs, messages or other materials ("**User contents**"). Samba Bank will review and remove any User contents, which are in violation of the Terms, applicable laws, or generally accepted practices or guidelines in the Jurisdiction.

Prohibited Users Content

Prohibited User Content includes content which is offensive (racism, bigotry, discrimination, hatred, Pornographic, harassment, religious blasphemy or physical harm of any kind) against any group, individual; harms and threatens the safety of other users or the services.

Termination of Services

Samba Channel may be deactivated anytime through your personal account settings on WhatsApp.

General

You acknowledge that this Service is not error-free. Samba Bank does not guarantee warranties, expressed or implied.

Samba Bank and its Samba Channel including, but not limited to, its shareholders, executives, officers, affiliated companies, partners and their contractors, officers, directors and employees shall not be liable for any damages, whether arising under law, contract, warranty, indemnification, tort or otherwise, including, without limitation, incidental and consequential damages, loss of profits or business opportunities, or damages resulting from loss of data or loss of access to the services or otherwise

These Terms and Conditions shall be governed by the laws of Pakistan and The courts of competent jurisdiction in Pakistan where they have exclusive jurisdiction to settle any dispute in connection with these Terms and Condition.