

TERMS AND CONDITIONS

1. DEFINITIONS

In this Agreement, the following words shall have the respective meanings set out hereunder unless the context otherwise requires:

- a) **Bank** means Sonali Bank Limited, its successors and assigns.
- b) **Agreement** means the 'Terms and Conditions' along with Sonali Bank VISA Pre-paid Card Application Form.
- c) **ATM** means any Automated Teller Machine or Terminal belonging to the bank that accepts card along with PIN for cash withdrawal.
- d) **Card** means valid Sonali Bank VISA Pre-Paid Card bearing the name of Sonali Bank Limited issued to a customer to avail cash withdrawal services or POS transactions.
- e) **Sonali Bank Pre-paid Card** means valid VISA Pre-paid Cards issued by Sonali Bank Limited.
- f) **PIN** in relation to any Card means the Personal Identification Number assigned by Sonali Bank to that Card which will be used for accessing Cardholder's nominated bank Account(s) through an ATM.
- g) **Cardholder** means the applicant mentioned in this Application Form, to whom and for whose uses the Card has been issued at his/her request.
- h) **Customer** means the Card holders of Sonali Bank stated above.
- i) **Card Transaction** means any transaction or instruction effected or issued by the cardholder by the use of the card.
- j) **PIN** means Personal Identification Number used for accessing ATM for withdrawal of cash.

2. ABOUT THE CARD

- a) '**Sonali Bank Visa Pre-paid Card**' is the property of the Bank at all times. It is non-transferable and will be used exclusively by the Cardholders.
- b) The Bank reserves the right to seize/cancel the card so issued to any Cardholder if the information submitted by the Cardholder is false and/or the card is being misused, if found at a later date.
- c) The Bank reserves the right to limit the total cash withdrawal or goods and services purchased at Visa authorized merchants by the cardholder during a 24 hour period.
- d) Upon termination of relationship with Bank for any reason whatsoever, Card shall be returned to the respective branch or Sonali Bank Card Division within 7 (seven) days from the date of receipt of notice thereto.
- e) Use of the Card after notice of withdrawal of the privileges is fraudulent and may subject the Cardholder(s) to legal action by the Bank.

3. FACILITIES THAT CAN BE AVAILED WITH SONALI BANK DEBIT CARD

The Card can be used for: Availing Cash withdrawals from Sonali Bank Branch locations or the places where Sonali Bank ATMs are deployed. ATM Establishment displaying the Visa Logo and Q-Cash Member Banks ATM Locations or POS transactions for goods and services obtained from Visa authorized merchants in Bangladesh by the use of the Card.

4. LOSS OF CARD OR DISCLOSURE OF PIN

- a) The Cardholder shall not disclose the PIN to anyone. The Cardholder will be liable to the Bank for any and all transactions made by the use of the Card and hereby agrees to indemnify the Bank for any losses or damages howsoever caused by any unauthorized use of Card or PIN, unless the Bank has received notice in writing of any loss, damage or theft of the Card or disclosure of the PIN prior to any unauthorized use of the Card or PIN for this purpose, use of the Card by a person who obtained possession of the Card with the consent of the Cardholder constitutes authorized use to the Card.
- b) Notwithstanding the loss or theft of any Card or disclosure of the PIN in respect of any Card, the Bank may charge and debit the Account for the amount of each and every Card Transaction made or affected before written confirmation by the Cardholder of such loss, theft or disclosure is received by the Bank. Replacement of Card will be provided to the Cardholder and charges in this regard will be debited from the account.

5. FEES AND CHARGES:

Bank will charges and debit the Customer Account relating to any Card-

- a) An annual service fee and VAT for the issue or renewal of the Card at such rate as the Bank may prescribe from time to time without notice.
- b) In the event of replacement of the card due to whatever reasons as requested by the cardholder, a replacement fee will be charged to the account as prescribed by the Bank management.
- c) In the event of resetting the PIN, a fee will be charged to the account.

6. TERMINATION OF USE OF CARD ACCOUNT

The Card shall not be valid and Bank shall be entitled to the immediate return of the Card in the event of

- a) Closure of the Designated Account,
- b) Death of the Account/Card holder,
- c) The Cardholder's authority to operate the Designated Account is terminated,
- d) The Cardholder ceases to be a customer of the Bank,
- e) The Bank requests for its return.

7. EXCLUSIONS AND EXCEPTIONS

Sonali Bank shall not be responsible or liable to any and all Cardholder for any loss or damage incurred or suffered as a consequence of:

- a) Any malfunction, defect or error in any ATM, or other machines or system of authorization whether belonging to or operated by the Bank or otherwise.
- b) Any delay or inability of the Bank to perform any of its obligations pursuant to this Agreement because of any mechanical, data processing or telecommunication failure, Act of God, civil disturbance or any event outside of the Bank's control or as a consequence of any fraud or forgery.
- c) Any damage to or loss of or inability to retrieve any data or information that may be stored in any Card howsoever caused.
- d) Any undesired fraud and forgery be means of computer hacking or any means that causes for any burden to the Cardholder.

8. DISCLOSURE OF INFORMATION

Card Services of the Bank may disclose any information relating to any cardholder for any card account of card transaction to the Bank authority or any regulatory body or any other person if the Bank considers its interest to do so.

9. MISCELLANEOUS

- a) All rules and regulations governing the operations or current and savings accounts will be applicable of the Card transactions relating to such accounts.
- b) The Bank may at any time change terms and conditions without prior notice to the Cardholder.
- c) These Terms and Conditions will stand amended if such amendments are necessitated by law, government regulations or instructions issued by the Bangladesh Bank.
- d) All notifications and/or questions concerning the use of the Card should be directed to the Branch Manager of the Cardholder's branch or the Card Division.
- e) Cardholder will not use this card for any illegal transaction or anything unlawful, under the laws of Bangladesh.
- f) All disputes are subject to the jurisdiction of courts in Bangladesh only.
- g) In case of any disputes, notify designated Branch within **45 (Forty Five)** days.

10. DECLARATION

I do hereby acknowledge that I have read and understood the above terms and conditions and agree to comply with them.

Signature of Applicant
Date: ___/___/____