

TERMS AND CONDITIONS

The terms and conditions stated in this Agreement relate to the availing of cash withdrawal and other electronic payment services by using State Bank of India VISAATM/Debit Card on the Cardholder's account Linked for the purpose.

1. In this Agreement, unless otherwise specified;

(a) "this Agreement" means these terms and conditions as amended or supplemented;

(b) "VISA" means provider of Electro ways network of shared ATM Brand, P S and other electronic payment services in Bangladesh;

(c) "Linked Account" means the account(s) approved by the Bank in their core Banking solution to be accessed through the Card;

(d) "Card" means State Bank of India VISA ATM/Debit card issued by the Bank and VISA to the Cardholder;

(e) "Cardholder" means the person to whom Card has been issued by the Bank and VISA;

(f) "PIN" means Personal Identification Number and/or Password and for any other form of electronic identification/signature issued by the Bank and VISA to the Cardholder at the Cardholder's request;

(g) "Transaction" means any transaction or instruction effected or issued, or purported to be effected or issued, by the Cardholder through the Card;

(h) "Information" means information regarding the money or other relevant particulars relating to the Cardholder, or the Account or any Transaction;

(i) "VAT" means any value added tax, including any tax of a similar nature that may replace it or be levied in addition to it, by whatever name called;

(j) "ATM" means Automated Teller Machine;

(k) "POS" means Point of Sales terminals.

2. At the Cardholders request, the Bank may issue the Cardholder a Card and PIN if the Cardholder is a depositor of the Bank and maintains an account at any of its branches in Bangladesh. The Bank reserves the right to refuse an application for the issuance and/or renewal of a Card and/or PIN. If separate Cards are issued to holders of a joint account, then each Cardholder shall be jointly and individually liable to the Bank under this Agreement.

3. The Card is the property of the Bank and must be returned to the Bank on request or on cancellation or termination of the Card and/or this Agreement. The Card is to be used solely by the Cardholder, and must not be transferred or pledged as security under any circumstances.

4. The Cardholder shall collect and safeguard the PIN and/or Card issued to him, and observe every procedural, security and other requirement and notice of the Bank and/or VISA regarding their use. The Cardholder undertakes to notify the Bank immediately if (a) the PIN is lost or disclosed to any person or (b) the Card is lost or damaged or used by any other person or (c) if any other event occurs which would, under the terms of this Agreement, allow the Bank to suspend or cancel the use of the Card. After receipt of any such notice purporting to come from the Cardholder, the Bank may suspend or cancel the Cardholders use of the Card at any time. The Bank shall not be responsible for any unauthorised transaction through the Card and the Cardholder agrees to indemnify the Bank and hold the Bank harmless if any other person obtains possession of the Card and/or PIN. Following the occurrence of any such event, the Bank may at its discretion issue a replacement Card and PIN on the prevailing terms and conditions and charge a replacement fee.

5. The Cardholder will be responsible for all Transactions made by the use of the Card by any person purporting to be the Cardholder, with or without the Cardholders authority, knowledge or consent, and may not claim against the Bank in respect of any such use or purported use. Any claims against or disputes with the Bank are to be settled between the Cardholder and the Bank. The Cardholder will not claim against VISA in this respect.

6. The Bank may at any time, without notice to the Cardholder and without assigning any reason thereof, and without liability for any inconvenience, loss, damage or injury suffered by the Cardholder or any third party (a) limit, suspend or terminate any or all use of the Card; or (b) disallow any Transaction or allow a Transaction subject to such conditions as the Bank sees fit; or (c) revoke or suspend the Cardholders right and authority to use the Card; or (d) retain or reject any Card and/or PIN.

7. The Cardholder will pay such charges and fees (as set forth in Clause 19 below) for the provision of Card and/or PIN as the Bank may prescribe from time to time, whether or not the Cardholder in fact makes use of the Card and/or PIN. If VAT is payable, the Cardholder will pay such VAT in addition to all sums payable and indemnify the Bank against any payment the Bank is required by law to collect and make in respect of such VAT. The Bank is authorised to debit the Cardholders Linked Account(s) for all charges, fees, withdrawals and payments for the provision and/or use of the Card and/or PIN and any other liabilities to, and loss suffered by, the Bank as a result of the provision and/or use of the Card and/or PIN, even if such debiting results in the Linked Account(s) becoming overdrawn.

8. If any payment has been made by the Bank as a result of the Cardholders use or purported use of the Card and/or PIN and the Linked Account was consequently debited, but the debit was reversed in error or the Linked Account was not debited at all then the Bank shall be entitled to correct the Linked Account by (i) debiting the Linked Account with the amount paid by the Bank; or (ii) by dishonouring or returning cheques or other instruments and reversing the payment instruction, if there are insufficient funds available in the Linked Account, as the case may be.

9. All Transactions initiated by the use or purported use of the Card and/or PIN, whether electronically or otherwise, shall be debited from the Cardholders Linked Account(s). The records of Transactions of the Bank and/or VISA, generated electronically or otherwise, shall be conclusive against and binding on the Cardholder except in the case of computation and/or manifest error. The amount displayed on the ATM and/or printed on ATM transaction receipt shall not be taken as conclusive of the state of the cardholder's linked account with the bank.

10. The bank shall determine the minimum balance the Cardholder is required to maintain in Linked Account(s) for the use of ATM, POS and other electronic payment services offered through the Card and/or PIN. The Bank may at any time with notice to the Cardholder (as set forth in Clause 15 below) determine and vary the frequency and Inner of use of Card, transaction limits, operating hours, types of facilities and services available through the Card. The Bank and/or VISA reserves the right to set limitations on individual transactions, including daily limits on cash withdrawals and to decide on the denomination(s) that would be dispensed from the ATM.

11. If a deposit service is offered to the Cardholder through the use of Card and PIN at an ATM, the Cardholder undertakes that any cash cheque deposited through ATM is solely at the Cardholder's risk and responsibility. The Bank assumes no responsibility for the realisation of such items and the Cardholder accepts full responsibility for the genuineness, validity, signature and endorsements appearing thereon. Cash and cheques (including house cheques) deposited through the ATM cannot be withdrawn until collected and verified by the Bank and the Cardholder's Linked Account(s) will only be credited after realisation. The Bank's determination of the amount deposited shall be conclusive against and binding to the Cardholder.

12. Bank and/or VISA shall not be responsible in any way for non-availability of ATM/pos services for any reason whatsoever and howsoever arising as a result of the provision of the Card or ATM, insufficiency of funds in such machines, mechanical or power supply failure or otherwise.

13. Cardholder will indemnify the Bank against any liability, loss, damage, including solicitor and client costs and expenses (legal or otherwise) which the Bank may sustain cur, directly or indirectly, by reason of our having made available the Card and/or PIN or having entered into this Agreement with the Cardholder or enforcement of the 's right under this Agreement or in acting upon any instructions which the Cardholder may give in relation to the Card and/or PIN or any negligence, fraud and/or misconduct on the Cardholder's part or on the part of any agent or representative of the Cardholder or the Cardholder's breach of this Agreement.

14. The cardholder will provide the Bank with any information and documentation that the Bank may reasonably request relating to the Cardholder's use of the Card and/or pin and shall cooperate with the Bank in any related investigation or litigation. The Cardholder consents to the Bank disclosing any formation, whether in Bangladesh or otherwise (a) to VISA who has a legitimate business purpose for obtaining such information, including offering the Cardholder products or services in connection with or to facilitate the use of the Card and/or PIN, (b) to any person using the Card and/or PIN purporting to be the Cardholder, or (c) where such disclosure is necessary to complete a Transaction.

15. All communications and/or questions regarding the use of the Card and/or PIN should be directed to the Bank's Card Centre. All notices or other communications given by bank to the Cardholder if (a) sent by post or left at the Cardholder's last known address will be deemed to be received by the Cardholder on the day following such l or on the day when it so left; or (b) communicated through any print or electronic media as the Bank may select will be deemed to be notified to the Cardholder on e of publication or broadcast. Each Cardholder of a joint account acknowledges that separate notice is not required.

16. This agreement shall cease to be valid and the Card and/or PIN issued to the Cardholder must be returned to the Bank in the event of (a) expiration of the Card/or PIN; or the Bank requests the cardholder to return the Card; or (c) closure of the Linked Account(s); or (d) the Cardholder's authority to operate the Linked Account is ted; or (e) death of the Cardholder. The Cardholder may terminate this Agreement by giving the Bank written notice and surrendering any Card and PIN issued to cardholder by the Bank. The Bank may without giving any reason terminate this Agreement at any time with or without notice to the Cardholder. Upon termination the lder will not use or attempt to use the card and l or PIN. Any such use shall be fraudulent.

17. In addition to this Agreement, usage of the card is also subject to the Bank's prevailing Terms and Conditions Governing Accounts. If there is any conflict or inconsistency this Agreement and the Terms and Conditions Governing Accounts, this Agreement will prevail. The laws of the People's Republic of Bangladesh govern this Agreement. The Cardholder and the Bank irrevocably submits to the exclusive jurisdiction of the courts of the People's Republic of Bangladesh.

18. If any term of this Agreement is unlawful or unenforceable under any applicable law and/or instruction issued by the Bangladesh Bank, it will, to the extent permitted by such 'or instructions, be severed from this Agreement and rendered ineffective where possible without modifying the other terms of this Agreement. The Bank may by ry this Agreement, such variation to taken effect on the date specified by the Bank. If the Cardholder uses the Card and/or PIN after such date, the Cardholder will d to have accepted such variation without reservation. If the Cardholder does not accept the variation, the Cardholder must stop using the Card and/or PIN and this Agreement.

19. The cardholder undertakes to pay the following charges and fees for the provision of the Card and PIN;

(a) Taka 500 (Taka Five hundred only) annual fees for each card with VAT.

(b) Annual fee Tk.500 (Taka Five hundred only) with VAT.