



## ATM Debit Card / Pre-Paid Card (the "card") Agreement

By applying for the Card from Modhumoti Bank Ltd. (MMBL) the accountholder (also referred to as the "User" or "Customer") here by acknowledges, accepts and confirms to abide by the following additional terms & conditions:

**The Card:** Subject to the terms and conditions of this Agreement:

01. The Card shall be issued in the name of the Accountholder for any Personal Account except for Minor accounts. Unless otherwise decided by the Bank, a maximum of two cards will be issued in case of joint accounts
02. The Card may be used at Point of Sale ("POS") terminal as designated by the Bank from time to time
03. The Card is, and shall at all times, be the property of the Bank and shall be returned to the Bank unconditionally and immediately upon the Bank's request. The Bank reserves the right to cancel, withdraw or renew the Card at any time at its sole discretion.

**Personal Identification Number (PIN):** The Cardholder shall be issued a Personal Identification Number ("PIN") to enable you to use the Card. The Cardholder shall keep the PIN confidential and never disclose it to any third party including the Bank's staff. The Card and PIN shall be collected in person by Cardholder against acknowledgement from the Bank.

**Use of the Card:** Card holder shall comply with the following terms:

01. Always keep the card secured
02. Shall not use the Card before or after the validity period and/or after its cancellation or withdraw
03. Memorize the PIN and immediately destroy the slip advising the PIN and always keep any record of the PIN separate from the Card
04. Shall not discard carelessly the used carbon copies containing the Card details
05. When making a purchase, ensure that the merchant destroys any spoiled vouchers or receipts in Card holder's presence
06. Upon expiry destroy the card by cutting it in two halves
07. The Card is not transferable and is valid for use only by the person whose name is printed on it
08. The card cannot under any circumstances be used for any unlawful purposes
09. The Cardholder's account must have sufficient balance to meet any transaction including any charges
10. Cash and/or Cheques deposited by the Card with any Automated Teller Machine ("ATM") will be governed by the terms & conditions of the deposit of such ATM
11. The Bank reserves the right to disclose, in strict confidence, to other institutions, such information concerning the transaction made by the Card as may be necessary or appropriate in connection with its participation in any Electronic Fund Transfer Network
12. The Bank's record of transaction processed by the use of the Card shall be conclusive and binding for all purpose
13. The Bank reserves the right not to honor any transaction due to insufficient funds and/or not maintain minimum balance in the Card account
14. The Bank reserves the right to introduce various resections and deemed appropriate by the Bank and/or as per market practice
15. The Bank does not warrant and will not be responsible for the Card not being honored for any reason whatsoever
16. In the event of replacement of the Card due to whatever reasons as requested by the account holder, the Cardholders account may be charged as per rate fixed by the Bank
17. In the event of resetting PIN, the Cardholders account may be charged as per rate fixed by the Bank
18. Cardholder will not use this Card for any illegal transaction or anything unlawful, under the laws of Bangladesh
19. The Card shall cease to be valid and the Bank shall be entitle to the immediate return of the Card in the event of:
  - (i) death of Cardholder
  - (ii) the Cardholder's request to close the account
  - (iii) the Cardholder ceases to be a customer of a Bank
  - (iv) the Bank requests for its return.
20. In case of act of God, war, riots, civil disturbances, change of law over which the Bank has no control and when any such cases result in impossibility for the Bank to perform this Agreement, the Bank may terminate this agreement before its expiry without assigning any reason whatsoever.

### Lost or Stolen Card:

01. If the card is lost or stolen or a card is for any reason liable to be misused or Cardholder have any reason to suspect that the PIN may have been discovered by an unauthorized person, cardholder shall immediately notify the MMBL Help Line number mentioned on the reverse of the card or at the nearest MMBL branch and confirm such in writing as soon as possible providing account number and any other relevant information as may be required
02. Until and unless such notice is received, the Bank is authorized and shall remain authorized to debit cardholder account for the transaction made using the card
03. Cardholder shall be liable to the Bank for all losses or claims to the Bank arising from any transaction affected before such notice is received
04. Cardholder shall give the Bank and any person acting on the Bank's behalf all necessary assistance in any investigations, avail all information as to circumstances of the loss, theft or possible misuse of the card and take all reasonable steps to assist the Bank to recover the card and money
05. Cardholder shall consent to the disclosure to third parties of such information as is relevant concerning account in connection with loss, theft or possible misuse of the card and money
06. If the card is lost and reported to the Bank and a new card is issued, the cardholder shall destroy the previous card if it is found subsequently and report the same to the bank
07. The Bank will as soon as practicable replace any lost or stolen card subject to payment of the applicable replacement charge

### Liabilities:

01. The Bank shall not be liable in any way if a third party does not honor the card
02. The Cardholder shall be liable for any loss or cost suffered by the Bank as a result of any breach of this Agreement
03. The Bank shall not be liable if it is unable to perform its obligation under this Agreement due to failure of any machine, data, process system, transmission link, industrial dispute, terrorist action or anything outside its direct control or that of its agents

### Cardholder's Claim:

01. Card account shall only be credited with a refund in respect of a card transaction if the Bank receives a refund voucher or other refund verification
02. No claim against a third party may be the subject of defense or counter claim against the Bank
03. The Cardholder shall not be entitled to any interest or any credit in the account
04. The Bank shall not make refund for any goods/service obtained with the use of the Card

### Termination of the Card:

01. In the event the Cardholder decides to terminate the use of the Card, the Cardholder shall give the Bank not less than Seven days prior notice in writing and forthwith return the Card to the Bank
02. The Bank shall be entitled to terminate the Card facility and request return of the Card with immediate effect upon the occurrence of any of the following events:
  - (i) Failure of the Cardholder to adhere to or comply with the terms and conditions herein set forth
  - (ii) An event of default under any agreement or commitment (contingent or otherwise) entered with the Bank
  - (iii) The Cardholder becoming the subject of any bankruptcy, insolvency proceedings or proceedings of a similar nature
  - (iv) Demise of the Cardholder
  - (v) The Cardholder closes his account with the Bank

**Miscellaneous:** The above Terms & conditions shall be regulated by and interpreted under the laws in force in Bangladesh and may be verified by the Bank from time to time at its sole discretion and shall constitute the agreement between the Customer and the Bank with respect to the issue and use of the Card, any changes made to these conditions will be notified by the Bank to the Customer, however failure to make such notification shall not invalidate the changes.

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Signature (First Applicant) & Date

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Signature (Joint Applicant) & Date