



## Terms & Conditions for use of 'National Bank Visa/MasterCard Debit Card'

Any National Bank Visa/MasterCard Debit Card is issued subject to these terms and conditions of use. Any uses of the Card at Merchant establishment / Automated Teller Machine (ATM) constitute the acceptance to these terms and conditions:

- 1) In these terms & conditions:
  - i) 'The Bank' means 'National Bank Limited' who is duly licensed to issue Visa/MasterCard Debit Card and its successor.
  - ii) The 'Card' means valid National Bank Visa/MasterCard Debit Card.
  - iii) The 'Cardholder' means an individual having Bank Account with National Bank Limited, to whom and for whose exclusive use the Card has been issued.
  - iv) 'Account' means Savings Account/Current Account/Short Notice Deposit Account/other account maintained by the National Bank in the name of the Cardholder.
  - v) 'Merchant Establishment' means the establishment with which the authorized member of the Visa/MasterCard has entered into an agreement for honoring 'The Card' on proper presentation.
  - vi) 'Transaction' means the use of the Card to avail services and/or to purchase goods and/or to draw cash at any ATM or Merchant location with electronic data capture device (POS) who displays Visa/MasterCard acceptance Logo.
  - vii) 'Settlement of Transaction' means real time Debit of the designated account for the transaction amount originated at Merchant establishment or ATM and Debit of designated account for the service charges/fees including VAT.
  - viii) 'PIN' means the personal identification number generated with the Card, for use in ATM and/or PIN enabled POS terminals to identify the genuine Cardholder. The Cardholder fully responsible to keep the PIN unknown to others as the same can allow transactions at ATM and/or PIN enabled POS terminals. The PIN once generated cannot be known by others than the Cardholder himself/herself.
- 2)
  - i) The Card is the property of the Bank at all times.
  - ii) The Card is non-transferable.
  - iii) On receipt of the Card, the Cardholder shall sign with a ball pen on the reverse of the Card in the space provided, as his/her signature appearing in the Designated Account Opening Form. In case the Card is lost/stolen/misplaced, the Cardholder shall be liable for all charges incurred due to use of such lost/stolen/misplaced Card.
  - iv) The Bank reserves the right to seize/cancel the Card so issued to any Cardholder, if found at a later date, the information submitted by the Cardholder is false and/or he/she is misusing the Card.
  - v) The Bank reserves the right to withdraw any or all of the privileges attached to 'The Card' at any time and to call upon the Cardholder to surrender the Card without assigning any reason whatsoever.
  - vi) Upon termination of the membership of the Card for any reason whatsoever, it shall be returned to the Card Division or nearest branch of National Bank Limited within 2 days from the date of receipt of notice thereto. The Cardholder shall continue remain liable to pay all transaction charge/fees/VAT to the Bank arising out of and in connection with issue and utilization of the Card for the period from its/their issue/renewal till surrender.
  - vii) Use of the Card after notice of withdrawal of the privileges is fraudulent and the Cardholder may be subjected for legal action by the Bank in accordance with Banking Act.
- 3)
  - i) If the Card is lost/stolen, Card Division of the Bank shall be informed immediately through phone/email followed by written application duly signed by the Cardholder and any expenses incurred to that effect shall be borne by Cardholder.
  - ii) For issuance of a replacement Card, the fee fixed by the Bank from time to time shall be charged upon receiving lost/stolen Card report in the prescribed format from the Cardholder.
- 4)
  - i) Subject to proper presentation of the Card at the Merchant establishment, it will be honored. The Card can be used in an electronic environment only. The electronic environment means ATM and POS which reads the data in magnetic stripe of the Card and gets approval/rejection of the requested transaction from the Bank through online communication. Every transaction on the Card is authorized by the Bank.
  - ii) The Bank shall not be liable for any action in the event Merchant establishment is unable to honor the Card. Merchant establishment may not honor the Card when conducting a discount sale etc.
  - iii) The Bank shall not be responsible for any defective merchandise purchased or services availed by the Cardholder. The designated account of the Cardholder shall be debited on real time when the authorization for the transaction is given. Any claim or dispute should be channeled through the Bank as per prevailing rules and regulations of Visa/MasterCard/National Payment Switch Bangladesh etc.
  - iv) The Cardholder is not authorized to claim refund in cash with Merchant establishment directly. All claims pertaining to refund should be should be channeled through the Bank only.
  - v) Any charge-slip signed by the Cardholder shall be the conclusive proof of the charges recorded therein as incurred by the Cardholder himself/herself and will be charged by the Bank to the Cardholder.
  - vi) The transaction log of ATM transaction shall be the conclusive proof of the charges recorded therein as incurred by the Cardholder himself/herself. The verification PIN confirms the authenticity of the Cardholder and the transaction.
  - vii) The Cardholders is responsible for collecting the bills and the copies of the charge-slip signed by him/her from the Merchant establishment and transaction receipt from the ATM. The Bank will not provide any copy of the charge-slip and/or transaction receipt.
- 5)
  - i) The Bank shall levy fees/service charges to the Cardholder as decided from time to time. The charges/fees shall be debited from the designated account of the Card and the Cardholder agrees to pay all the charges/fees levied by the Bank for its various services i.e. SMS Banking, Internet Banking etc.
  - ii) Special service e.g. airlines refund, railway ticket, communication service, purchase of petrol availed by the Cardholder may attract service charge at the rate prescribed by the acquiring bank from time to time.
  - iii) It shall be the sole responsibility of the Cardholder to reconcile the transactions with the account statement every month. Any dispute in Card transaction should be lodged within 15 (fifteen) days of statement date to Card Division to avoid rejection due to delay in lodging the claim with Visa/MasterCard/National Payment Switch Bangladesh etc. The Bank may provide a copy of statement on payment of service charge fixed by the Bank from time to time.
  - iv) For security reason a limit for cash withdrawal and purchase is fixed for all the Cards on per day basis. Even if a Cardholder has a higher balance in the designated account, s/he shall not be entitled to draw cash and/or make purchase merchandise/services over and above the prescribed limit.
  - v) The various services offered by other banks ATM are completely dependent on the owner bank of the ATMs. The minimum and maximum cash withdrawal is defined by the owner bank of the ATM. There will be separate charge for all the services provided by other banks ATMs and such charges are levied to the Cardholder through Visa/MasterCard/National Payment Switch Bangladesh etc. Settlement System.
  - vi) The fees/service charges applied to the Card shall not be refunded under any circumstances.
  - vii) Unless renewed, the Card issued under this agreement will expire on the date printed in the Card. If the usage of the Card is found satisfactory, it will be automatically renewed prior to the expiry date. If the Cardholders feels that the Card should not be renewed, the Cardholder shall inform the Bank 60 (sixty) days prior to such renewal date.
- 6) The Bank reserves the right to add and/or amend these terms and conditions including fees and service charges without giving any prior notice, which shall be binding on the Cardholder and the Bank will intimate the same at its convenience.
- 7) All disputes are subject to the jurisdiction of the courts of Bangladesh.
- 8) The Cardholder must follow the prevailing local foreign currency rules and regulations and himself/herself is solely liable for any kind of violation of the foreign currency rules and regulations.
- 9) In case of any Act of God, war, riots, civil disturbances, changes of law, foreclosure of the business of the parties over which either of the party has no control and when any of such cases results in an impossibility to perform this agreement, either of the parties may terminate this agreement, before its expiry, by serving a notice of 7 days in advance to the other party in advance.

I do hereby request the Bank for issuing National Bank Limited Visa/MasterCard Debit Card against my following account being maintained with your Branch abiding by the terms & conditions mentioned hereinabove, which I have read, understood that governing the use of National Bank Limited Visa/MasterCard Debit Card and its consequences and agree to abide by them unconditionally.

Name of the Account : .....

(Signature of the Accountholder)

Name of Accountholder

(for Proprietary, Company, Partnership, etc. A/c) : .....

Date : .....

Account Number : .....

Mobile : .....

Branch Name : .....

E-mail : .....