

### **Prime Bank Debit Card (the "Card") Agreement**

By applying for the Card from Prime Bank PLC. ("PRIME BANK" or The "BANK") the account holder (also referred to as the "User" or "Customer") here by acknowledges, accepts and confirms to abide by the following additional terms & conditions:

#### **The Card:**

The Card is subject to the terms and conditions of this Agreement: (1) All transactions made using the card, whether electronic or otherwise, will be deducted from the designated account; (2) The bank will deduct the withdrawn amount from the designated account for transactions made at any authorized Automated Teller Machine (ATM)/Cash Recycling Machine (CRM) or for purchases of goods and services from authorized merchants in Bangladesh using the card at POS/E-Commerce terminals; (3) The Bank shall debit the Designated Account for all related charges with respect to the Card and the use thereof and the charges may be announced from time to time by the Bank; (4) The Bank reserves the right to restrict daily, weekly, monthly, and yearly cash withdrawals or purchases made by the Cardholder at authorized merchants; (5) 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 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 will receive or generate a Personal Identification Number ("PIN") to access the Card. It is the Cardholder's responsibility to maintain confidentiality and refrain from sharing the PIN with anyone, including Bank personnel. The Card and PIN must be collected by the Cardholder in person, with acknowledgment from the Bank.

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

(1) Always keep the Card secured; (2) Shall not use the Card before or after the validity period and/or after its cancellation or withdraw; (3) Memorize the PIN and immediately destroy the slip advising the PIN and always keep any record of the PIN separate from the Card; (4) Shall not discard the used Carbon copies containing the Card details carelessly; (5) When making a purchase ensure that the merchant destroys any spoilt vouchers or receipts in Card holder's presence; (6) Upon expiry destroy the Card by cutting it in two halves; (7) The Card is not transferable and is valid for use only by the person whose name is printed on it; (8) The Card cannot under any circumstances be used for any unlawful purposes; (9) The Cardholder's account must have sufficient balance to meet any transaction including any charges; (10) Cash or Cheques deposited by the Card with any Automated Teller Machine ("ATM") or Cash Recycling Machine ("CRM") will be governed by the terms & conditions of the deposit of such ATM or CRM; (11) In the event that the Designated Account is overdrawn due to Card usage, the Cardholder will be subject to interest charges at rates determined by the Bank periodically, along with any other applicable fees and expenses at the Bank's absolute discretion. The overdraft amount is payable immediately upon demand; (12) In consideration of issuing the Card, the Cardholder undertakes to indemnify the Bank against all losses, claims, actions, proceedings demands, damages, costs and expenses incurred or sustained by the Bank of whatever nature and howsoever arising out of or in connection with the issuance or use of the Card, provided that the Bank acts in good faith; (13) 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; (14) The Bank's record of transaction processed by the use of the Card shall be conclusive and binding for all purpose.

#### **Lost or Stolen Card:**

(1) 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 PRIME BANK Help Line number mentioned on the reverse of the Card, or at the nearest PRIME BANK branch and confirm such in writing as soon as possible providing account number and any other relevant information as may be required; (2) 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; (3) 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; (4) 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; (5) 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. (6) 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; (7) The Bank will as soon as practicable replace any lost or stolen Card subject to payment of the applicable replacement charge.

**Liabilities:**

(1) The Bank shall not be liable in any way if a third party does not honor the Card; (2) The Cardholder shall be liable for any loss or cost suffered by the Bank as a result of any breach of this Agreement; (3) 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:**

(1) 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; (2) No claim against a third party may be the subject of defense or counter claim against the Bank; (3) The Cardholder shall not be entitled to any interest or any credit in the account (4) The Bank shall not make refund for any goods/service obtained with the use of the Card.

**Termination of the Card:**

(1) 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. (2) 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 into 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.

**International Regulations:**

The use of the Card is regulated by the terms of applicable payment schemes as well and Cardholder agrees to abide by those terms.

**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.

**Disclaimer**

The Terms & Conditions are subject to periodic reviews and changes at the bank's discretion. Any changes will equally apply to all customers.

**End of the Document**