

TERMS AND CONDITIONS FOR Q-CASH CARD

These Terms and conditions relate to the operation by the Card Holder of his account with the Bank nominated for this (The Designated Account) and the use of the Designated Account and are in addition to the mandate of the Card Holder given to the Bank by him in relation there to:

1. (a) The Bank shall debit the Designated Account for the amount withdrawn from any of the Bank's Automated Teller Machine (ATM) in Bangladesh by the use of the Card. The Bank's records generated electronically or otherwise, shall be deemed to be conclusive proof of the correctness of the transactions notwithstanding the fact that there exists no debit voucher signed by the Card Holder to support transactions through the ATM.
 - (b) If the Designated Account becomes overdrawn by the use of the Card, the Card Holder will be charged interest at such rate and such other fees and expenses as the Bank shall determine. Any such overdrawn shall be repayable upon his/her own motion or upon demand.
 - (c) In consideration of the Bank issuing the Card, The Card Holder undertakes to indemnify the Bank and to keep the Bank indemnified against all losses, claims, actions, proceedings, demands, damages costs and expenses incurred or sustained by the Bank of whatever nature and whatsoever arising out of or in connection with the issuance or use of the Card, provided only that the Bank acts in good faith.
2. The Bank reserves the right to limit the total cash sum, which may be withdrawn by the Card Holder during 24 hours period.
 3. The Card shall at all times remain the property of the Bank and the Bank may in its unfettered discretion and without giving reason withdraw the Card or the services thereby offered or any part of such services at any time without any prior notice whereby the Card Holder will be responsible for returning the Card as per request from the Bank.
 4. The Card and PIN are issued to the Card Holder entirely at the Card Holder's risk and the Bank shall bear no liability whatsoever for any loss, financial or otherwise, or damage howsoever caused from this issue. The Bank shall not be responsible for any losses or damages or expenses whatsoever arising whether directly or indirectly as a result of any transaction made with the Card and shall be indemnified by the Card Holder against any such loss or damage.
 5. The Card Holder shall not disclose the PIN. The Card Holder will be liable to the Bank for any and all transactions made by the use of the Card and here by agrees to indemnify the Bank for any losses or damages whatsoever 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 in the Card or PIN. For this purpose, use of the Card by a person who obtained possession of the Card with consent of the Card Holder constitutes authorized use of the Card.
 6. The Bank shall debit the Designated Account for all related charges with respect to the Card and the use thereof and the Bank reserves the right to revise charges including addition of other charges/levies and also replacement charges for the card from time to time.
 7. The Bank reserves the right to refuse any application for issuance or withdrawal of a Card at any time. And the Bank has its sole discretion all rights and privileges pertaining to the Card. The Bank shall not be responsible for any losses or damages or expenses whatsoever and howsoever arising whether directly or indirectly as a result of any malfunction of the Card or any of the Bank's ATM. the insufficiency of funds in such a machine or otherwise.
 8. The Bank does not warrant and will not be responsible for the Card not being honored for any reason whatsoever.
 9. In the event the Card Holder loses the card and forgets the PIN, the Bank will levy a charge for the replacement of the Card but will not make any charge for the issuance of another PIN.
 10. If separate Cards are issued to more than one Card Holder of a joint account, then each Card Holder shall be jointly and severally responsible for all transactions on the account operated by the use of any Card jointly and severally bound by these terms and conditions. Each Card Holder of a joint account acknowledges that separate notice is not required in respect of each debit by the use of different Cards.
 11. The Card shall cease to be valid and the Bank shall be entitled to the immediate return of the Card in the event of:
 - (a) Closer of the Designated Account;
 - (b) Death of the Card Holder;
 - (c) The card Holder (s) authority to operate the Designated Account is terminated;
 - (d) The Card Holder (s) ceases to be a customer of the Bank &
 - (e) The Bank requests its return.
 12. All notification and/or question concerning the use of the Card should be directed to the Information Technology Division of the Bank or the Card Holder's Branch.
 13. The Bank may at any time vary Terms and Conditions without prior notice to the Card Holder.
 14. These Terms and conditions will stand amended if law, government regulations or instructions issued by the Bangladesh Bank, necessitates such amendments.
 15. Fees and Charges will be determined by the Bank from time to time.

Signature of the Applicant