

TERMS & CONDITIONS ON THE USAGE OF THE CARD BY THE CARDHOLDER

The Terms and Conditions under which the Card is issued are mentioned below for his/her guidance related to the usage of the Card by the Cardholder on his/her designated Account No.:

1. **The abbreviations used in these terms and conditions shall be construed as:**
 - a. "Card" means Bank Visa or Proprietary Debit Card issued to the customer.
 - b. "Bank" means Bank of Bhutan Limited.
 - c. "Cardholder" means customer of Bank who has been issued the Card.
 - d. "ATM" means Automated Teller Machine.
 - e. "Merchant" means shops/outlets that are authorized to accept cards as a mode of payment.
 - f. "POS" means Point of Sale Terminal at Merchant outlets, where the cardholder swipes the cards, which are authorized to accept the cards as payment mode.
 - g. "Supplementary Card" means card issued to your immediate family member(s).
 - h. "Account" means the account nominated by the cardholder that is to be debited for use of Card.
 - i. "PIN" means Personal Identification Number, specific to each Cardholder.
 - j. "Skimming" means illegal copying of information from the magnetic strip of a credit Card
2. **Card**
 - a. The Card is a property of the Bank at all times.
 - b. The Bank reserves the complete rights to seize/cancel the Card so issued to the Cardholder, if found at later date, the information submitted by the Cardholder is false and/or the Card has been misused.
 - c. The card is non-transferable and shall be used exclusively by the cardholder only.
 - d. The Bank reserves the right to terminate membership, withdraw the privileges attached to the Card or not to renew the expired Card at any time and to call upon the Cardholder to surrender the Card.
 - e. Upon termination of membership or withdrawal of privileges of the Card for any reason whatsoever, the Card shall be returned to the Card Division within 7 days, from the date of receipt of notice. The Cardholder shall be liable for payment of the bills or unsettled amount arising out of use of the Card till Card is not surrendered to the Bank.
 - f. Use of the Card after notice of withdrawal of the privileges or the termination of the membership is fraudulent and may be subject to legal action by the Bank in accordance with the prevailing law.
 - g. The Cardholder shall provide written instructions to the Bank for the cancellation or non-renewal of the Card one month prior to the expiry date specified in the Card.
3. **Validity of Card**
 - a. The Validity of the card remains by the end of the month mentioned in the card in MM/YY format
4. **PIN**
 - a. The Card and the PIN issued to the Cardholder are entirely at the Cardholder's risk and responsibility. The Cardholder shall not disclose the PIN or permit possession of the Card to any other person. The Cardholder undertakes full responsibility for any or all transactions made by the use of the Card with proper identification marked at the time of transaction.
 - b. The Cardholder is advised in his own interest to change his/her PIN choice. For this purpose, he/she may use the PIN change option available at BANK ATMs.
 - c. Usage of a wrong PIN three times would invalidate your Card till activated by Bank with proper verification.
 - d. The Card should remain in Cardholder's possession and shall not be handed over to anyone else.
 - e. The Card is issued on the condition that the Bank bears no liability for the unauthorized use of the Card. This responsibility is fully that of the Cardholder. The cardholder undertakes not to carry Card and PIN in his/her Wallet/Purse and leave card unattended in any places.
 - f. The Cardholder shall change the PIN immediately if it is accidentally divulged.
 - g. The Cardholder undertakes not to pass the card or disclose the PIN to any other persons or to a Third Party. Any such disclosure or inadequate protection of the confidentiality of the PIN is entirely at the Cardholder's risk.
 - h. The Cardholder agrees to inform the Bank in writing regarding lost/stolen, damage of card and disclosure of PIN. The Cardholder will be liable for all the transactions received prior to the receipt and record of such notification by the Bank.
5. **Loss of Card and PIN / Skimming of Card data**
 - a. Any financial loss arising out of unauthorized use of the lost /skipped card till such time the Bank records the notice of loss/skimming of the Card shall be to the Cardholder's account and the Cardholder shall be fully be responsible and liable.
 - b. The Cardholder undertakes to indemnify the Bank from and against all losses, damages, cost or expenses incurred /to be incurred by the Bank arising out of Cardholder's failure to observe any of the terms and conditions mentioned herein.
 - c. The Cardholder shall be fully liable for all Card Transactions affected via the corresponding PIN as such Card Transactions are deemed effected by or in behalf of the Cardholder.
 - d. The Cardholder shall use all reasonable precautions to prevent the loss or theft of the Card and shall not disclose any PIN to any person.

- e. In the event that the Card is lost or stolen or card data is compromised, the Cardholder shall immediately notify the Bank of the loss, theft or compromised data together with particulars thereof at card_team@bob.bt /+975-02-334333 or contact center at 1095 (toll free)/+975-02-349903. The Cardholder shall also notify the Police or equivalent authority of the country or jurisdiction where such loss or theft or disclosure occurred. Any transactions incurred prior to proper report of the loss, theft or disclosure shall be for the Cardholder's account.
 - f. The Cardholder shall remain fully liable to the Bank for any and all debits to the Card Account arising from any Card Transactions, Cash Advances or ATM transactions effected through the use of the Card by any person whether the same be with or without the knowledge of or authority from the Cardholder.
 - g. The Bank may in its absolute discretion issue a replacement for any lost or stolen Card, subject to an applicable card fee for each Card replaced, or a new PIN for the relevant Card, all on such terms and conditions as the Bank may deem fit.
 - h. In the event that the Cardholder recovers the lost or stolen Card, he shall immediately return it to the Bank without using it. The Cardholder shall not use the same PIN after the Cardholder has reported to the Bank such PIN's disclosure to another person.
6. **Debits to Cardholder's Account**
 - a. The Bank has the express authority to debit the designated account of the Cardholder for all transactions effected using the Card as evidenced by Bank's records which shall be conclusive and binding on the Cardholder. The Cardholder expressly authorizes the Bank to debit the designated account.
 - b. The Bank shall debit the account designated by the cardholder for all transactions initiated including cash withdrawals by using the card. For this purpose, the cardholder irrevocably authorizes the Bank to debit his/her nominated account(s) with the amount of transaction(s) plus charges if any by use of his/her card.
 - c. The Bank shall debit the Nominated Account for all fees and charges as determined by the Bank relating to the Card and service thereby provided.
 7. **Daily Limit**
 - a. The Bank reserves the complete right to limit daily cash withdrawal by the Cardholder and decide on denomination that would be dispensed.
 8. **Transactions**
 - a. The transaction record generated by the ATM/POS shall be conclusive and binding unless verified otherwise and corrected by the Bank. The verified and corrected amount will be binding on the Cardholder.
 - b. Any sales slip signed by the Cardholder shall be the conclusive proof of the charges recorded therein any incurred by the cardholder himself/herself and shall be charged by the Bank to the Cardholder.
 - c. The Transaction Log of ATM transactions shall be the conclusive proof of the charges recorded therein as incurred by the cardholder himself/herself. The verification of PIN confirms the authenticity of the cardholder and the transaction.
 9. **Dispute**
 - a. It shall be the sole responsibility of the Cardholder to reconcile the transactions with the account statement every month and be vigilant of any unauthorized transaction alert. Any dispute of the card transactions shall be lodged on the date of incidence or finding to Cards Division or Bank's Contact Center to avoid rejection due to delay in lodging the claim with Visa International Payment Scheme.
 - b. In case of any dispute arising out of these Terms and Conditions, the same shall be mutually resolved to the extent possible.
 - c. In the event that disputes cannot be resolved mutually between the Bank and Cardholder, the matter shall be referred to the Court for adjudication in accordance with the relevant laws of the Kingdom. The Cardholder shall return this form after being signed as a token of having read and understood the above Terms and Conditions.
 10. **Others**
 - a. The Bank shall not be responsible in any way for non-availability of ATM services or POS terminals at Merchant outlets for any reason whatsoever and howsoever arising as a result of malfunctioning of the Card or ATM or POS, insufficiency of funds in such machines, mechanical or power supply failure or otherwise.
 - b. When the ATM is not running online or some technical snags are there, the transactions in the ATM transactions shall be accounted for on the same/next working day or with some delay.
 - c. The Bank reserves the right to introduce new facilities/curtail facilities as and when warranted without assigning any reasons for the same. Delays in Card/PIN delivery may take place due to circumstances beyond our control.
 - d. The Cardholder undertakes to indemnify the Bank and to keep the Bank indemnified against all losses, damages, cost or expenses incurred and sustained by the Bank arising out of Cardholder's failure to observe any of the terms and conditions herein mentioned.
 11. **Amendments**
 - a. The Bank reserves the right to amend these Terms and Conditions at any time with prior notice to the Cardholder and such amended Terms and Conditions shall be binding on the Cardholder.

I, Mr./Mrs./Ms _____ have read, understood and agree to comply with the above Terms and Conditions and the rules of Bank in force from time to time governing the conduct of the Card/Account.

Signature: _____

Date: _____

LETTER OF UNDERTAKING FOR USE OF BOBL VISA DOMESTIC DEBIT/CREDIT CARDS IN INDIA AND NEPAL

In the event I avail the services of the Visa Domestic Debit/Credit Card from Bank of Bhutan Limited, I unconditionally and irrevocably hereby undertake and agree to the following terms and conditions stipulated hereunder:

1. That I fully understand that the use of card to withdraw Indian or Nepal currency shall be restricted for my general travel related and personal expenses during my travel to India or to Nepal.
2. That I shall not use the card for taking cash advances from POS at the Merchant establishment.
3. That I shall not allow any fund from other sources/persons to be credited into my account and use my debit card to withdraw cash for other people at ATMs in India or in Nepal.
4. That the card shall not be used for paying for importing goods and services for merchandise requiring import license and capital transactions.
5. If I intentionally or unintentionally breach any of the above terms and conditions, that Bank is given my consent to disclose all my card details to the RMA for taking an appropriate administrative action/s or any legal action/s against me. In such an eventuality, the Bank shall the right to de-activate my card with immediate effect without any prior information/notice to me.
6. I shall not hold the Bank liable for any of the omissions or commissions on my part or loss arisen due to the use of the said card.

LETTER OF UNDERTAKING ON THE USE OF BANK VISA INTERNATIONAL DEBIT CARD BY BHUTANESE IN THIRD COUNTRIES OTHER THAN BHUTAN, INDIA AND NEPAL

In the event I avail the services of the Visa International Debit Card from Bank of Bhutan Limited (Bank), I unconditionally and irrevocably hereby undertake and agree to the following terms and conditions stipulated hereunder:

1. That I fully understand that the use of the card shall be restricted for general travel related expenses or towards miscellaneous purchases during my travel to third country/countries, except for Bhutan, India and Nepal.
2. That I as the cardholder traveling to third country/countries can travel without producing necessary documents for release of the Annual Travel Scheme/Quota. The amount spent on the card during a calendar year shall be within the limit of USD 3000/- (US Dollars three thousand only) or equivalent limit for the said period as prescribed by the Royal Monetary Authority and the facility of Annual Travel Scheme/Quota shall not be entitled to the cardholder for the period of validity of the card.
3. That the ATM/Debit Card shall not be used for making import payments requiring import license, capital transaction or any other activities not specified to me in writing by Bank.
4. That if I intentionally or unintentionally breach any of the above terms and conditions, that Bank is given my consent to disclose all my card details to the RMA for taking an appropriate administrative action/s or any legal action/s against me. In such an eventuality, the Bank shall the right to de-activate my card with immediate effect without any prior information/notice to me. The Bank shall also have the right to take appropriate action against me in case of breach of any conditions agreed to in this undertaking.
5. That I shall not hold the Bank liable for commission of unpermitted acts or omission of any act from my side.



(Signature)

Name of Card/Account Holder(s):

Account Number:

CID/Passport Number(s):