

APPLICANT'S CONSENT, DECLARATION AND LEGAL UNDERTAKING

1. Accuracy & Application Decision

- a. I declare that all information provided in this form and accompanying documents are true, complete, and correct to the best of my knowledge and belief. I understand that submission of this application does not guarantee approval and that the Bank reserves the absolute right to approve or reject my application for a Visa Debit Card at its sole discretion, without assigning any reason.
- b. I acknowledge that this declaration constitutes a legally binding statement under the relevant laws of the Kingdom of Bhutan.

2. Card Use & Account Debiting

- a. I irrevocably authorize the **Bank of Bhutan Limited (hereinafter referred to as "the Bank")** to debit my designated account for all transactions, charges, and fees arising from the use of my Visa Debit Card, including any replacement or reissued cards.
- b. I accept full liability for all such amounts under the applicable **Terms and Conditions**, and agree that the Bank shall not be held responsible for any unauthorized, erroneous, recurring transactions to genuine merchant or disputed transaction unless proven to have occurred due to the Bank's direct negligence.

I further consent to the Bank recovering any duplicate, double, or erroneous reversals credited by Visa or any payment network by debiting my account or through other permitted recovery methods under the applicable Terms and Conditions.

3. Terms and Conditions

- a. I confirm that I have read, understood, and agree to be bound by the **Bank's Visa Debit Card Terms and Conditions** and the **Schedule of Fees and Charges**, as may be amended from time to time.
- b. I acknowledge that these documents are published on the official website of the Bank (www.bob.bt) and that any amendments or updates duly published therein shall form part of this agreement.
- c. I expressly agree that such Terms and Conditions and any future revisions or modifications shall be legally binding upon me under the laws of the Kingdom of Bhutan.
- d. My acceptance of these Terms and Conditions constitutes a valid and enforceable contract between myself and the Bank and directives of the **Royal Monetary Authority of Bhutan (RMA)**.

4. Regulatory Compliance (Bhutan)

- a. I shall ensure that all domestic and international transactions made using my Visa Debit Card fully comply with the **Foreign Exchange Rules and Regulations**, the **Foreign Exchange Operational Guidelines**, and any other directives issued by the **RMA**.
- b. I acknowledge that these regulations and guidelines governing permissible international usage, transaction limits, and reporting requirements are published on the official website of the RMA (www.rma.org.bt).
- c. I further agree that any amendments or updates duly published by the RMA or communicated through the Bank shall form part of this agreement and be legally binding on me.
- d. I understand that any breach of the RMA's foreign exchange provisions, including unauthorized cross-border or non-compliant transactions, shall render me solely liable for any penalties, reversals, or sanctions as may be imposed under the laws of the Kingdom of Bhutan.

5. Information Sharing & Verification

- a. I consent to the Bank sharing my personal and account information with the **RMA** and other competent authorities as required by law.
- b. I authorize the Bank and its authorized agents to verify the information provided and obtain references from any relevant source.
- c. I undertake to promptly inform the Bank of any change in my personal, residential, or employment details.
- d. I hereby provide my pre-consent to the **Bank of Bhutan Limited** to use my personal information and data submitted herein and hereafter for official requirements within its jurisdiction. This consent constitutes a waiver of my right to object to the use of such information by the CIB/Bank until withdrawn by me in writing.

6. Declarations on Conduct and Compliance

- a. I hereby declare and confirm that:
- I have no criminal record with the **Royal Bhutan Police** or any other law enforcement agency;
 - I have never been convicted of, nor am I under investigation for, any offence involving dishonesty, breach of trust, fraud, corruption, money laundering, terrorist financing, or tax evasion; and
 - I am not blacklisted, suspended, or restricted by the **Bank of Bhutan** or any other licensed financial institution within the Kingdom of Bhutan.
- b. I undertake that I shall not use the Bank's Visa Debit Card for any purpose that contravenes the **Anti-Money Laundering and Combating Financing of Terrorism (AML/CFT)** laws, the **Foreign Exchange Rules and Regulations**, or any directives issued by the **RMA**.
- c. I agree to promptly notify the Bank should any of the above declarations cease to remain true at any time during the validity of my debit card.

7. Fees & Charges

- a. I agree to pay all applicable fees and charges, including issuance, renewal, replacement, and service fees, as per the Bank's published **Schedule of Fees and Charges**, which may be revised from time to time.
- b. I authorize the Bank to debit such fees directly from my designated account as and when due.

8. Lost, Stolen, or Compromised Card

- a. I acknowledge that I remain responsible for all transactions arising from the loss, theft, or misuse of the card, or compromise of card data at merchants, ATMs, or online platforms, until the Bank is formally notified and the card is blocked.
- b. The Bank shall not be held liable for any financial loss arising from delay in reporting, system compromise outside its control, or merchant-related fraud.

9. Disputes and Liability

- a. Any dispute regarding transactions shall be resolved in accordance with the **Bank's internal dispute resolution policy** and, where applicable, the **Visa International dispute framework**.
- b. The Bank's findings in such matters shall be final and binding unless superseded by a directive from the **RMA** or a competent court of law.
- c. The Bank shall not be responsible for:
- Merchant disputes relating to goods or services;
 - System failures or processing errors beyond the Bank's control;
 - Unauthorized use of the card prior to proper notification; or
 - Any consequential loss, damage, recurring transactions or expense arising out of such disputes.

10. Recovery on Default

- a. In the event of default, resignation, or other exigencies, I authorize the Bank to recover any outstanding dues, fees, or penalties from any amount payable to me, including **salary, provident fund, gratuity, fixed deposits, or other proceeds** held with the Bank.
- b. No property, deposit, or post-employment benefit shall be released until all dues under the debit card are fully settled.

11. Governing Law & Jurisdiction

- a. This declaration, together with the Terms and Conditions governing the Visa Debit Card, shall be governed by and construed in accordance with the **laws of the Kingdom of Bhutan**.
- b. Any dispute arising hereunder shall be subject to the **exclusive jurisdiction of the competent courts of Bhutan**.

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 & 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 have 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 have 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.

Affix
Legal
Stamp

(Signature)

Name of Card/Account Holder(s):
Account Number:
CID/Passport Number(s):

Witness:

Signature

Name:

A/C No:.....

CID No:.....

Contact No:.....