

SBL Card/iConnect/Bank Smart Application Form

Terms & Conditions for the use of SBL Debit/Prepaid Card

1. Definitions and Interpretations:

- a. "SBL" refers to Siddhartha Bank Limited
- b. "ATM" refers to Automatic Teller Machine and "SBL ATM" means Automatic Teller Machines installed and operated by Siddhartha Bank Limited.
- c. "POS" refers to the Electronic Point of Sale Terminals used to process card transactions.
- d. "Card" refers to the Visa or SCT or any other cards issued by Siddhartha Bank Limited to the cardholder.
- e. "Cardholder" refers to the person to whom the Card is issued.
- f. "PIN" refers to the Personal Identification Number being used for doing card transaction.
- g. "Account & Accountholder" refers to the bank account and respective authorized operator of the account maintained with Siddhartha Bank Limited.
- h. "Visa" refers to the card brand issued and acquired by Siddhartha Bank pursuant to agreement with Visa Worldwide Pte Ltd., Singapore
- i. "MasterCard" refer to the card brand issued and acquired by Siddhartha Bank pursuant to agreement with MasterCard International New York, USA.
- j. "UPI" refer to Union Pay International card branch issue and acquired by Siddhartha Bank pursuant to agreement with Union Pay International Shanghai, China.
- k. "Merchant" refers to the outlets which accepts card as mode of payment for the sales of goods and services.

2. Facilities of Cash Withdrawal, Balance inquiry and Printing of Mini-Statement through ATM and purchase of goods/services through Point of Sales (hereinafter referred to as "POS") at the Merchant locations accepting the Bank's Debit/Prepaid Card

(hereinafter referred to as "Card.") are available through the use of the Card for the person(s) to whom the Bank has issued the Card (Hereinafter referred to as "Cardholder"). Bank may from time to time change/amend/ add facilities in the Card with or without giving prior notice to the cardholder.

3. The ATM or POS may be utilized by the Cardholder using the Card and the Personal Identification Number (Hereinafter referred to as "PIN") selected by the customer while applying the Card has to be changed at first attempt using SBL ATM or any NEPS Member Bank.

4. Cardholder declares that use of the PIN selected by him/her will be in a feasible degree of protection in light of their particular needs and circumstances. Bank assumes no duty and responsibility towards any breach of security by the Cardholder or the unauthorized disclosures or use of a PIN. Except as otherwise provided by the law, bank is not responsible in any way for the manner in which the Card is utilized.

5. For Joint Account/ Company Account that is operated on the signature(s) of either anyone or all of the joint account holders, one or more Cards can be issued against the joint account at the request of the authorized signatories at the time of application. The joint account/ Company account holders will be jointly and severally liable for all transactions processed by the use of the Card or Cards and the terms and conditions herein shall be jointly and severally binding on all account holders and as the context requires, terms and conditions herein will include the plural. Each Cardholder of a joint account/ Company Account or supplementary Cardholder understands that separate notice is not required in respect of transaction by the use of different Cards.

6. The Card must be signed immediately upon receipt by the Cardholder. The Card remains the property of the Bank all the time and the Bank may withdraw or ask to return the card without assigning any reasons, whatsoever, and the cardholder must return the card to the Bank upon demand.

7. Usage of the Card will be limited to debits only. Bank may from time to time change/amend/add facilities in the Card and usage of the Card may go beyond debits in such cases.

8. The Card is not transferable and shall be used exclusively by the Cardholder. Even if the Card is used by a person who obtained its possession with or without consent of the Cardholder also deems as authorized use of Card.

9. The Card shall be issued to the cardholder at his sole risk and responsibility. The Cardholder undertakes not to pass the Card or to disclose the PIN to any other person.

10. Cash withdrawal from SBL ATM will only be dispensed in Nepalese currency. The Bank also reserves the exclusive right to limit the total cash withdrawal by cardholder per transaction or total transactions during the 24 hours a day. The arrangement made by the Bank in terms of ATM cash withdrawal may be changed from time to time with or without prior notice.

11. INR transactions shall not be conducted for the payment of capital expenditure or for payment of any goods and services prohibited by the existing laws of the country.

12. The Bank may block the card any time, if any INR transaction conducted is deemed to violate the specified regulatory threshold limit or terms and conditions; and report details of such customers to NRB for further course of action.

13. The Cardholder must inform the Bank in writing in the event of loss or theft or damage of the Card immediately. The Cardholder himself/herself will be liable for any or all transactions made by use of the Card or PIN unless Bank has received notice in writing of any loss, damage or theft of the Card and disclosure of the PIN. The Bank shall block the card immediately and replace the card as per request of the cardholder.

14. The Cardholder undertakes to be unconditionally and without limitations, liable for all debits whether authorized or unauthorized where utilized by the Cardholder or some other person(s) and whether arising from Card lost or stolen. The Cardholder

irrevocably authorizes the Bank to debit his/her account(s) with the amount of withdrawal(s) through ATM or purchase through POS affected through the use of his/her Card.

15. In the event of the Cardholder at any time drawing amount in excess of the credit balance in his/her account, the Bank will be entitled to create an overdraft in his account and the Cardholder agrees to repay the same on demand along with interest at the rate fixed by the Bank.

16. Wrong input of PIN for three continuous attempts while making transactions at ATM or POS will block the PIN automatically. In such case customer cannot perform additional transaction where PIN is required and the Cardholder should contact the Bank to activate the card for further use by using PIN.

17. In the case of transaction from the ATM, the Cardholder should take in his/her possession all the money for which s/he has used the Card as soon as the money is dispensed by the ATM. If the money is not taken by the Cardholder within 30 seconds of the money dispensed, the cardholders account will be debited but the money will be retained by the ATM where the amount will only be refunded if there is extra cash found upon reconciliation.

18. Any error or discrepancies noticed in the transaction receipt or the mini statement has to be reported to the Bank by the Cardholder immediately. However, the Bank shall not be liable to pay the amount solely based on the receipt or statement.

19. Cardholder can check his/her Mini Statement of Account through ATM. All debits made by use of the Card and all disputes regarding Card debit(s) need to be communicated in writing to the Bank. Communications shall include the Cardholder's name, the amount of any dispute or suspected error, and description of the dispute in error. Any communication regarding a dispute or suspected error must be received by the Bank within Thirty (30) days of the date of transaction made or incorrect debit transaction. Else otherwise, the transactions will be presumed to be correct and accepted by accountholder.

20. The domestic card is not valid for use in other countries except Nepal and India and Bhutan. The prevailing foreign exchange regulation shall be applicable and cardholder should be fully aware of and comply with the regulation as set by Nepal Rastra Bank from time to time.

21. Use of the card after notice of withdrawal of the privileges is fraudulent and may subject the cardholder to legal action by Bank in accordance with Prevailing Bank & Financial Institution Act and local law.

22. Bank shall have the right at its sole discretion to terminate Cardholder's privileges at any time with or without prior notification.

23. The Card shall be deemed cancelled effective upon closure of the account by the Cardholder or the Bank or at the expiry period of the Card if not renewed for further period.

24. Bank is not responsible for the refusal to honor the Card by anyone including ATM or merchants.

25. The Bank at its sole discretion reserves the right to impose charge for services provided through the use of the Card. Such charges will be determined by the Bank from time to time and debited to the account of the cardholder with or without prior notification. The fees and charges imposed for SBL Debit/Prepaid card shall be as per the STC (Standard Tariff of Charges) published in the Bank's website from time to time.

26. The Bank shall not in any way be liable to the Cardholder for non-availing of ATM and POS services for any reason whatsoever including mechanical failure or failure of power supply. The Bank further reserves the right to withdraw ATM and POS services all together at anytime without notice to the Cardholder.

27. The Bank will not be responsible for any financial claim against misuse of the card by cardholder or card holder agent (agent can be an authorized or unauthorized person having access to the card & PIN issued to cardholder) for whatsoever reason.

28. The Bank will not be liable for any financial claims/ liability (Cardholder or Third Party) arising out of the reason attributable to the performance of the Bank's card & systems.

29. If any provision of these terms and conditions becomes unlawful or unenforceable for any reason, the remainder of it will remain enforceable.

30. Bank may from time to time add, amend, or change the above mentioned terms and conditions without prior notice to the Cardholder and the Cardholder will be unconditionally liable to accept and adhere to all such additions, amendments and changes.

31. The Card will be valid for use until its expiry period as mentioned in the Card and then after cardholder must contact to the Bank for renewal.

32. The cardholder has to request bank not to renew the card prior 3 months in writing, if no confirmation is received within the period the Bank shall automatically renew the card and the cardholder will be liable to pay any charges associated with it.

32. Terms and conditions contained herein shall stand amended if prevailing law, government regulations, directives of Nepal Rastra Bank and other regulatory authorities require such amendments.

33. The terms and conditions mentioned above shall become effective immediately after receipt of the Card by the Card applicant.