

## TERMS AND CONDITIONS STATED HERE UNDER RELATE TO THE USAGE OF THE DEBIT CARD BY THE CARDHOLDER ON HIS/HER DESIGNATED ACCOUNT NUMBER

1. The abbreviations used in these terms and conditions shall be constructed as:
  - a. **"Bank"** means Everest Bank Limited.
  - b. **"Card"** means Everest Bank Limited Debit Card.
  - c. **"Cardholder"** means who is availing Debit Card facility.
  - d. **"Account Number"** means the account nominated by the Cardholder that is to be debited for use of Card.
  - e. **"ATM"** means Automated Teller Machine.
  - f. **"Merchant"** means shops/outlets that are authorized to accept Cards as a mode of payment.
  - g. **"POS"** means Point of Sale Terminals at Merchant outlets, where the Cardholder swipes the Cards, which are authorized to accept Cards as payment mode.
  - h. **"PIN"** means Personal Identification Number, specific to each Cardholder.
  - i. **"Transaction"** means the use of the card to avail services and/or to purchase goods and/or to draw cash at any Automated Teller Machine (ATM) or merchant location with Point of Sale (POS).
  - j. **"Supplementary Card"** means card issued to any other person nominated by main A/c holder and linked with his/her account.
2. The Card is a property of the Bank at all times.
3. The Card is non-transferable.
4. The Bank reserves the rights to seize/cancel the Card so issued to any Cardholder, if the information submitted by such Cardholder is found to be false and/or the Card has been misused.
5. The Card and 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 transactions made by the use of the Card whether or not made with his/her knowledge or authority.
6. The Cardholder agrees to inform the Bank in writing regarding lost/stolen, damage of Card and disclosure of PIN. The Cardholder will be held liable for all the transactions received prior to this notification.
7. The Bank reserves the right to terminate membership, withdraw the privileges attached to the Card or not renew the expired Card at any time and to call upon the Cardholder to surrender the Card without assigning any reason, whatsoever.
8. 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.
9. Upon termination of membership or withdrawal of privileges of the Card for any reason whatsoever, the Card shall be returned to the Bank within 7 days from the date of receipt of notice. The Cardholder shall be liable for payment of the bills arising out of use of the Card till Card is not surrendered to the Bank.
10. The Bank shall debit the Account designated by the Cardholder for all transactions initiated by the Card. For this purpose, the Cardholder irrevocably authorizes the Bank to debit his/her Account with the amount of transaction(s) effected through the use of the Card.
11. Any sales slip signed by the cardholder shall be the conclusive proof of the charges recorded therein as incurred by the cardholder himself and will be charged by the Bank to the cardholder.
12. The transaction log of ATM transactions shall be conclusive proof of the charges recorded therein as incurred by the Cardholder himself. The verification of PIN confirms the authenticity of the Cardholder and the transaction.
13. The Cardholder should be responsible to reconcile the transactions with the account statement. Any claim or dispute on the Card transaction should be channeled through the bank as per the prevailing rule & regulation of the bank and related regulating bodies.
14. In case of card transaction dispute, rules & regulations of Card Brand Network or related regulating bodies will be applicable, which may impose limitation to accept disputes, fix dispute resolution time frame and define settlement of disputes.
15. The bank shall levy fees/service charges to the card holders as decided from time to time. The charges/fees shall be debited from the account of the card and the cardholder agrees to pay all the fees/charges levied by the bank.
16. 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.
17. The Bank reserves the right to limit daily cash withdrawal or retail purchasing amount by the Cardholder.
18. The Bank shall not be responsible in anyway 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.
19. 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.
20. The Cardholder shall not use the Card towards expenses prohibited by Nepal Rastra Bank or any other applicable law. The Cardholder shall be bound by all the prevailing rules of Nepal Rastra Bank and Government of Nepal and in the event of failure to so abide, the Cardholder shall bear any resulting damage, penalties and/or action as a consequences thereof.
21. It will be responsibility of the cardholder to submit supporting documents pertaining to any purchase transactions done outside Nepal to the bank, as and when requested.
22. The Bank reserves the right to amend these terms and conditions at any time without prior notice to the Cardholder and such amended terms and conditions shall be binding on the Cardholder.