

[illegible]

ATM CARD – TERMS & CONDITIONS

The applicant (hereinafter called THE CARDHOLDER) along with the joint a/c holder, if any, of the Savings / Current account unconditionally accept the following terms & conditions for using the ATM Card (hereinafter called THE CARD) issued by **Haveli Sahakari Bank Maryadit, Moshi** (hereinafter called THE BANK).

1) MINIMUM BALANCE For Saving Bank Account minimum clear credit balance should be Rs. 2,000/- and for Current Account minimum clear credit balance should be Rs. 3,000/- . In any case credit balance shall not be allowed to go below minimum level set for the respective types of account. At no time shall be cardholder use or attempt to use the card for withdrawal unless there are sufficient funds in his / her/ their account.

2) FEES All Fees / Charges prescribed by the Bank, related to the card as determined by the Bank from time to time, shall recovered by debiting cardholders Savings / Current Account.

3) DELIVERY OF CARD Upon receiving information from the Bank that the card is ready the cardholder shall go to the designated officer / branch manager of the bank and take delivery of the card after sufficiently establishing his / her identity.

4) NON-TRANSFERABILITY The card is not transferable and shall be used only by the cardholder. The ATM Card is and shall be meant for individual and not joint operations by any number person/s more than one.

5) PERSONAL IDENTIFICATION NUMBER (PIN) At no time and in no circumstances shall be cardholder inform any person the personal identification number (PIN) not even to the joint holder The cardholder shall personally come and visit and attend and call on ATM Centre and shall not depute any other person whomsoever to use ATM Card.

6) DELAY IN TRANSACTIONS The Bank is and shall not be held responsible for any loss or damage or incontinence caused to the cardholder if the cardholder is not honoured in the desired manner for whatsoever reasons disrupted due to failure of software / hardware or exhaustion of cash in ATM Centre. However Bank will take reasonable care in servicing the cardholder.

7) CARD OWNERSHIP The card is and shall remain the property of the Bank and will be surrendered to the Bank upon request or in the event of cardholder no longer requiring the service.

8) SAFETY OF THE CARD The Cardholder shall take all reasonable and necessary care and precaution and ensure that the Card should not lost, misplaced, stolen or misused. Further the cardholder hereby agree to indemnify and keep indemnified at all times, for Bank against any loss, cost, expenses, damages, payment or liability of whatsoever nature and extent, arising out of his or any other person/s negligence, mistake, fraud, or any fault to the Bank, in relation to the ATM facility.

9) LOSS OR THEFT OF THE CARD The cardholder shall advice the branch as prompt as possible in writing of the loss of the card howsoever off coming. The cardholder shall however be responsible for all transactions effected by use of the card until it is on confiscated / cancelled it is mandatory on the part of the cardholder to lodge police complaint at the nearest police station where the incidence of theft occurs at the earliest possible and in any event prior to application for fresh card the fresh card will be issued to the cardholder after recovering the minimum Charges after executing indemnity bond in favor of the Bank.

10) MUTILATED / DAMAGED CARD In case of mutilated / damaged ATM Card duplicate shall be issued to the cardholder after recovering the Minimum Charges and after executing indemnity bond prescribed by the Bank in such event an original card shall be surrendered to the Bank.

11) CHANGE IN STATUS OF SAVING / CURRENT ACCOUNT Any change in mode of operation of Savings / Current account of the cardholder by way of closure, transfer or any other such way will not be allowed, unless the card is surrendered and dude if any against it are paid.

12) DELISTING OF CARD A card can be de-listed for ♦ loss of card ♦ misuse of card ♦ expiry of validity period of card ♦ damage of card ♦ on specific request form the cardholder ♦ option of customer withdrawing from the scheme ♦ demise/Lunacy/insolvency of the cardholder ♦ any other eventuality such as police case, judicial order, operation of law etc., which may demand delisting.

13) TRANSACTIONS RECORD A cardholder shall accept the Bank's record of transactions as final conclusive and binding for all purposes.

14) VALIDITY PERIOD The Validity period of the card shall be 5 years from the date of issuance.

15) NOTICE TO WITHDRAW DEPOSIT / CLOSING THE ACCOUNT If the cardholder desires to close his / her Savings / Current account or even otherwise decides to terminate the use of ATM Card facility he / she shall forthwith surrender the card at the branch and obtain a valid receipt thereof.

16) DRAWING LIMIT FIXATION Cash limit for saving bank account and current account should not be more than Rs. 20,000/- per day.

17) CHANGE IN PIN Change in pin and / or issuance of replacement card shall not amount to or interpreted a fresh contract.

18) CHANGE OF TERMS & CONDITIONS The Bank reserves the right to act or to delete any / or to vary any one of these terms & conditions of any time without any notice.

19) IRREVOCABILITY OF POWERS All authorization and powers conferred herein on the bank are irrevocable.

20) ATM CENTRES AND USAGE OF THE ATM CARD The card holder shall use the card to operate only the designated accounts. This facility is available to all the ATM centers of **Haveli Sahakari Bank Maryadit, Moshi**

Signature of Card Holder