

Date:

## ASSOCIATE CO-OPERATIVE BANK LTD.

H.O.: 1ST. FLOOR, VANKAR SANGH BUILDING OPP. RESHAMWALA MARKET,

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Signature(s) Verified

Manager Signature

## ASSOCIATE CO-OPERATIVE BANK LTD.

H.o. 1st Floor, Vankar Sangh Building, Opp. Reshamwala Market, Ring Road, Surat. Ph.: 0261-3016912/14, 2341536

## TERMS AND CONDITIONS FOR THE ISSUE AND THE USE OF ATM CARD

- 1) ATM CENTRES AND USE OF THE CARD At no time and under no circumstances shall the Cardholder inform any person of the Personal identification Number (PIN), not even to the joint account holder.
- 2) AUTHORITY TO DEBIT THE ACCOUNT The Cardholder, alongwith the joint account holder/s, if any, hereby authorises the Bank to debit his/her/their account, designated as a Primary account, with the amounts of withdrawals or transfers in accordance with the Bank's record of transactions. All transactions arising from the use of the Card to operate a designated joint account shall be binding on all account-holders, jointly and severally.
- 3) AVAILIBILITY OF FUNDS IN THE PRIMARY ACCOUNT At no time shall the Cardholder use or attempt to use the Card, (a) for withdrawal or transfer unless there are sufficient funds in his/her Primary Account and/or (b) for withdrawal or transfer with the intention to default payment of his/her cheques issued to other parties
- 4) NOTICE TO WITHDRAW DEPOSIT OR CLOSE THE ACCOUNT If the Cardholder desires to close the Primary Account or withdraw any ATM card linked deposit, or even otherwise decides to terminate the use of the ATM Curn Debit Card facility, he/she shall give the Bank not less than 7 working days notice in writing and forthwith surrender the card to the Bank at the Card issuing Branch and obtain a valid receipt thereof.
- 5) REFUSAL/TERMINATION OF THE CARD The Bank shall be entitled in its absolute discretion, to refuse to issue/renew a Card to any Cardholder, or withdraw the Card and/or services thereby provided, at any time. The Bank shall terminate the ATM Cum Debit Card facility with immediate effect upon the occurrence of any of the following events:
- i) Failure to adhere to or comply with the terms and conditions herein set forth:
- ii) On event of default under any agreement of committment (contingent or otherwise) entered into with the Bank;
- iii) The Cardholder becoming the subject of any bankruptcy, insolvency proceedings of a similar nature.;
- iv) Demise of the Cardholder;
- v) Reported lunacy / insanity/unsound mind of the Cardholder;
- vi) If it is deemed by the Bank that the facility is being misused in anyway;

Notwithstanding termination of the ATM Cum Debit Card facility the transactions already processed, but reported to the Cardholder's branch after the termination, shall be put through the Cardholder's designated Primary Account.

- 6) INDEMNIFICATION The Cardholder shall indemnify the Bank for all loss or damage caused, directly or indirectly, by his/her act of commission / omission contrary to any of the terms and conditions, or even otherwise.
- 7) FEES All fees/charges related to the Card, as determined by the Bank from time to time, will be recovered by debiting to the Cardholder's Account.
- 8) REPLACEMENT OF DAMAGED CARD Card which is broken or damaged while in use or otherwise or is lost, will be replaced by the ATM cell. However replacement card may be issued solely at the Bank's discretion, against a fresh application and (I) a suitable indemnity in case of lost card, or (II) Surrender of the Card if it is broken / damaged, as the case may be. Usual charges will be payable in all such cases, which may be levied by the Bank from time to time.
- 9) CHANGE OF TERMS AND CONDITIONS The Bank reserves the right to add to, delete and/or to vary any of these terms and conditions upon notice to the Cardholder. Use of the Card after receiving notice will constitute acceptance without reservation by the Cardholder of such change. Any notice sent by post will be deemed to have been received by the Cardholder within 7 days of posting. Similarly any notice displayed at the ATM centre or at the Branch where the Primary account of the Cardholder is running shall be deemed to have been received by the Cardholder within seven days of the display of such notice.
- 10) OWNERSHIP The ATM Cum Debit CARD is and will be at all times, the property of the Bank and shall be returned to the Bank unconditionally and immediately upon the Bank's request. The Bank reserves the right to cancel/withdraw at any time without prior notice, or to renew at its discretion, the ATM Cum Debit CARD and/or any of the services thereby offered at any time. The ATM Cum Debit CARD is not 'transferable under any circumstances and shall be used only by the Cardholder.
- 11) PIN The Personal Identification Number (PIN) issued to the Cardholder for use with the ATM Cum Debit CARD and any number(s) substituted by the Cardholder for

the purpose is for the Cardholder's personal use, strictly confidential and not transferable. PIN should not be disclosed to any third party under any circumstances or by any means whether voluntarily or otherwise as the PIN restricts the usage of the ATM Cum Debit CARD facility only to the authorised user. The Cardholder should not keep any written record of any PIN in any place or manner which may enable a third party to use the ATM Cum Debit CARD. PIN shall not be used for any other purpose other than transactions designated by the Bank. All transactions conducted with the use of this PIN will be the responsibility of the Cardholder and the Cardholder will abide by the record of the transaction as generated.

- 12) BANK'S LIEN The Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits held in the Cardholder's Primary Account and/or Secondary Account(s), or in any other Account, whether in single name or joint name(s) to the extent of all outstanding dues, whatsoever, arising as a result of the ATM Cum Debit CARD services extended to and/or used by the Cardholder.
- 13) HONOURING THE ATM CUM DEBIT CARD Bank will not be liable for any failure to provide any service or to perform any obligation thereunder where such failure is attributable (whether directly or indirectly) to any malfunction of the ATM or the Card, temporary insufficiency of funds, any dispute or other circumstances beyond its control. The Bank will not be liable for any consequential or indirect loss or damage, arising from or related to the use of ATM Cum Debit CARD. Any statements issued by the Automated Teller Machine at the time of deposit or withdrawal shall be conclusive unless verified otherwise by the Bank. Any such verification shall likewise be final and conclusive and Cardholder shall make no objection thereto.
- 14) LOSS/THEFT The loss or theft of the ATM Cum Debit CARD should be reported to the Bank immediately and confirmed in writing on or before the next working day. The bank shall bear no liability whatsoever for any loss or damage arising from the issue of the Card and related PIN howsoever caused. Card once reported as lost or damaged, cannot be used again by the Cardholder even if found subsequently. While the Bank will take all reasonable precaution and steps to disable use of ATM Cum Debit CARD on receipt of report about loss/theft from the account holder/s, the Cardholder will continue to be responsible for all transactions effected by the use of ATM Cum Debit CARD.
- 15) RIGHT OF DISCLOSURE The Bank reserves the right of disclose, in strict confidence, to other institutions, such information concerning the Cardholder's account as may be necessary or appropriate.
- 16) ALL AUTHORISATIONS AND POWERS CONFERRED ON THE BANK ARE IRREVOCABLE.
- 17) Central Office, ATM Cum Debit Card Cell,

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- 18) ATM ACCOUNT ELIGIBILTY: a) A satisfactory conducted Savings or Current A/c. as specified by the Bank to be eligible for opening Account. Such account shall be referred as "ATM Account".
- b) The Cardholder shall give his/her reference of such accounts held by him/her in writing on the application form the issue of "ATM Cum Debit CARD".
- c) A minor's accounts or an account in which a minor is a joint account holder shall not be eligible for opening "ATM Account".
- d) An account operated under a joint signature(s) shall not be eligible to have "ATM Cum Debit CARD".
- 19) PIN SAFETY Any wrong PIN fed to ATM machine for more than three occasions will hotmark & retain the card in ATM itself. After completion of transaction, if ATM Cum Debit CARD remains unretrieved, it is assumed having forgotten and ATM will safely retain it. In the above circumstances ATM Account holder should approach Branch Manager of the concerned Branch for its retrieval.
- 20) Duplicate ATM Cum Debit Card Charges Rs. 100/- (Plus Taxes) applicable, if applied within 6 months of previous Card issued.