

DEBIT CARD GENERAL TERMS AND CONDITIONS

These General Terms and Conditions ("GTC") apply to and regulate the issuance and usage of Debit Cards offered by Afghanistan International Bank (AIB).

WHEREAS, These Terms and Conditions shall be in addition to any other agreement related to the Account Opening Procedure. In the event of conflict between this GTC and the Agreement for Account Opening Procedure, the latter shall prevail over the former.

WHEREAS, references to singular include plural and vice versa, and words importing any gender include the other. The parties hereto agree on the following terms and conditions,

Article 1 DEFINITIONS

1.1 For the purpose of this GTC, following terms shall have following meaning,

- 1.1.1 "Account statement" means the periodical statement of account sent by Afghanistan International Bank to the Cardholder, from time to time. This statement sets out the transactions carried out and balance in the account as on that date, and may include any other information required by the Bank.
- 1.1.2 "Account" means the current or savings account designated by Afghanistan International Bank to be eligible account(s) for operations via the use of the Card.
- 1.1.3 "AIB" refers to Afghanistan International Bank,
- 1.1.4 "ATM" refers to any Automated Teller Machine,
- 1.1.5 "Card" means Debit Card issued by Afghanistan International Bank to the account holder in Afghanistan, or any other person specified by the account holder to the Bank.
- 1.1.6 "Cardholder" means the account holder at AIB or any such other person authorized by the account holder to whom the Card has been issued and is authorized to use/hold the Card.
- 1.1.7 "GTC" refers to this General Terms and Conditions.
- 1.1.8 "Merchant" means any person who owns, operates or manages a Merchant Establishment.
- 1.1.9 "PIN" refers to Personal Identification Number allocated to the Cardholder by the Bank.
- 1.1.10 "POS" refers to Point of Sale machine.
- 1.1.11 "Transaction" means any instruction given by a Cardholder using a Card directly or indirectly to Afghanistan International Bank to effect a transaction.

Article 2 USAGE OF CARD

2.1 The Card can be used to,

- 2.1.1 Cash withdrawal through ATMs,
- 2.1.2 Cash withdrawal through POS Cash advance,
- 2.1.3 Process of payment through POS Machines,
- 2.1.4 Balance inquiry through ATMs,
- 2.1.5 Mini statement through ATMs,
- 2.1.6 Cash deposit through AIB Cash deposit machines,
- 2.1.7 Account to account transfer through ATMs/CDMs,

2.2 AIB shall, at its sole discretion, determine the maximum amount for each transaction conducted each day.

2.3 The Cardholder will be enabled to use the card by issuance of PIN by AIB. When issuing the PIN, AIB exercises utmost care and caution to the maximum extent possible, that the same is not disclosed to anyone except the Cardholder. The mechanism for setting PIN is currently done through receipt of PIN by the Cardholder.

- 2.3.1 The Cardholder acknowledges, warrants and represents that with the usage of PIN, the Card shall be operational and it provides access to the account.
- 2.3.2 Protection and use of the PIN is the sole responsibility of the Cardholder. The Cardholder shall take all appropriate steps to maintain security of the PIN. Moreover, the Cardholder shall not hold AIB liable for any improper, fraudulent, unauthorized, duplicate and erroneous use of the PIN.

2.4 In the event the Cardholder forgets the PIN or losses the PIN (envelop received from the Bank), he may request AIB for its re-print, however, this process subject to the applicable procedures requires a specific period. Furthermore, the Cardholder may at his own risk change the PIN through AIB ATMs.

2.5 The Card is valid for use at ATMs and POS machines for domestic and International transactions.

2.6 AIB shall not be held liable to the Cardholder, if the Card is not honored in the preferred manner for whatsoever reason, or if the ATM is destroyed or does not function due to power failure, temporary insufficiency of cash in the ATM or any other reason. AIB shall not be liable for any indirect or consequential loss or damage arising therefrom.

Article 3 DUTIES AND OBLIGATIONS OF THE CARDHOLDER

3.1 The Cardholder, shall,

3.1.1 Sign all documents related to this GTC in accordance with the standard procedure of Debit Card,

3.1.2 In accordance with Article 4 of this GTC, is bound to protect the card and in case of loss, theft or misuse, the Cardholder shall immediately inform AIB of such event.

3.1.3 Immediately notify AIB of any change in the address in order to avoid events of identity theft. Provided that, personal details (including but not limited to address, email and phone number) mentioned in the application form for Debit Card shall be considered as final and accurate. Henceforth, verification of identity shall be made based on the details provided in the mentioned Application form before any actions are taken after such notification for change.

3.1.4 sign the Card immediately upon receipt, which should only be used during the validity period specified on the Card.

Article 4 THIRD PARTY AUTHORIZATION

4.1 Notwithstanding anything contained in this Agreement,

4.1.1 The Cardholder shall be liable for every transaction made by authorized person. Authorized users may have same access to information about the account and its users as the account holders. When required, AIB may at its discretion, send materials related to the account including but not limited to statements, card and notices to any of the authorized persons, delivery of mentioned materials to other authorized persons shall be responsibility of the person to whom the material was sent.

4.1.2 Save as otherwise provided in this Agreement, the Cardholder may inform the Bank of authorizing any other person as stated in clause 1 of this Article in the following ways, mainly:

4.1.2.1 By notifying the Bank that the Cardholder intends to give authority to his account to any other person, or any other ways in which the Cardholder would legally allow the other person to use his account. The Cardholder shall further be liable to submit required documents including but not limited to copy of passport/tazkira (verified through original seen), power of attorney or any other supporting document related to the authorized person required by AIB.

4.1.2.2 Authority given under this Article shall continue until it is terminated by the Cardholder and that the card or any other concerned credit device has been physically retrieved.

4.2 In the event Cardholder gives his Card to any other person, without notifying AIB the Cardholder shall be responsible for every transaction conducted by such third party. Subject to the terms of this GTC any transaction processed with the PIN shall be the sole responsibility of the Cardholder.

Article 5 DUTY OF CARE

5.1 The Cardholder shall with due diligence act as a reasonably prudent person to ensure safety of the card at all times.

5.2 In the event of loss or theft of the card, the Cardholder shall report AIB either through registered email or in-person (Cardholder should visit the bank) at AIB's Head Office or any of its branch offices. AIB shall immediately block the card upon receipt of such notification stated herein.

5.3 If the Cardholder fails to inform AIB of the event stated in Clause 2 of this Article, the Cardholder shall be liable for its misuse by any person and AIB shall not be liable for any consequences that may arise due to such event. AIB shall not be held liable for any consequences connected with misuse of the card by any third party due to the falling of the Card in the hands of any third party. In such an event the Cardholder shall indemnify AIB against any liability, costs or damages arising out of such misuse.

5.4 The Cardholder shall be liable for all charges incurred on the Card until it is cancelled.

Article 6 VALIDITY OF THE CARD

- 6.1 The Card is valid up to the last date mentioned on the face of the Card. The Cardholder undertakes to destroy the Card when it expires or submit it to the concerned Bank official when requested for renewal.

Article 7 CONCLUSIVENESS OF BANK ACCOUNT STATEMENT

- 7.1 Subject to the provisions of this GTC, the Cardholder shall accept Bank Account Statement as conclusive and binding for all purposes and authorize AIB to debit Cardholder's account of all withdrew amount, with or without notice to the Cardholder.
- 7.2 The Cardholder acknowledges that the amount stated on the ATM screen or a printed inquiry slip or receipt advice shall not, for any purpose, be taken as conclusive statement of Cardholder's Bank Account maintained with AIB.

Article 8 RETURN OF THE CARD

- 8.1 The Cardholder shall return the card in the events of cancelation of card or closure of Cardholder's account for any reason by AIB.

Article 9 TERMINATION

- 9.1 AIB shall be at liberty to terminate any facility (associated with the card) at any time without notice to the Cardholder in the events where such card is canceled or where AIB refuses to renew such card.

Article 10 INTERNATIONAL TRANSACTIONS

- 10.1 Subject to the provisions of this GTC, the Card is acceptable internationally at ATM machines with the logos of Master or Maestro and POS terminals. For International transactions, the Cardholder is required to use the Card in accordance with the Foreign Exchange rate of AIB.
- 10.2 The Cardholder agrees that every transaction for withdrawal of foreign currency shall attract a service fee stipulated by AIB. Moreover, AIB shall be at discretion to amend the fee without notice.

Article 11 EVENTS OF DEFAULT,

- 11.1 In case of occurrence of any events enlisted below, this GTC shall become void and the card will be blocked if,
- 11.1.1 the Cardholder in respect of this GTC or any other concerned document provides misleading, fraudulent or false information,
 - 11.1.2 the Cardholder fails to comply with any term of this or any other related Agreement,
 - 11.1.3 AIB finds out that the Cardholder uses the Card for fraudulent or illegal purposes. In such event AIB has a right to take legal actions against such person,
 - 11.1.4 the Cardholder dies, and AIB through legal heirs or any other mean is informed of such event,
 - 11.1.5 a tax lien is filed against the Cardholder, or through any legal proceedings anyone takes away his funds from his account.
- 11.2 The Cardholder acknowledges that in case AIB has reasons to believe (in good faith) that he is unable to pay his debts (or) is declared incompetent, incapacitated or bankrupt, AIB may terminate this GTC at its sole discretion.

Article 12 CANCELLATION OF CARD

- 12.1 AIB has right, to withdraw or cancel the Card at any time required. The Cardholder has a right to inquire about the withdrawal or cancellation forthwith, and shall when required immediately return the Card upon request by AIB.
- 12.2 In case of situations mentioned in Clause 1 of this Article, the Cardholder shall be liable for all charges and expenses incurred on the card, prior to such withdrawal or cancellation.

Article 13 ACKNOWLEDGEMENT BY THE CARDHOLDER

- 13.1 The Cardholder hereby affirms and acknowledges that sharing information related to Debit Card by any means of communication either through telephone, fax, email or any other manner is not secure and AIB shall not be held liable for any consequences arising out of such disclosure.
- 13.2 Subject to Article 10 of this GTC, the Cardholder further acknowledges that AIB shall not be held liable in the event the legal heirs fail to report of the Cardholder's death.

Article 14 NOTICE

14.1 Unless otherwise provided in this GTC, all notices to, or, upon respective Parties hereto shall be given or made and confirmed in writing and is required to be made or given to the address provided by Parties hereto.

Article 15 MISCELLANEOUS

15.1 Confidentiality: The Cardholder authorizes AIB to collect all required information about him, without any limitations, including every detail received from third parties, information about Cardholder’s transactions with the Bank and other companies, organizations, any financial institutions, or whatsoever. The Cardholder further authorizes AIB to share such information when required by applicable laws of the Islamic Republic of Afghanistan.

15.2 Severability: This GTC together with and any other document referred to in it constitutes the entire agreement and understanding between the Cardholder and AIB. Nullification of any provision of this GTC does not nullify rest of the clauses of this GTC and shall remain valid and applicable.

15.3 Governing Law and Dispute Resolution: This GTC is governed and to be construed in accordance with the laws of Islamic Republic of Afghanistan, policies of the Bank and laws of MasterCard (Chargeback Manual of Master Card), Provided that in case of any conflict between Laws of Islamic Republic of Afghanistan and Laws of Master Card, Laws of Master Card shall prevail over the former. In case of any dispute arising out of the terms of this GTC, the issue shall first be settled amicably through a mutual understanding and further referred to the modes of alternate dispute resolution. If the dispute is not resolved through the means of settlement stated above, it shall further be referred to the Courts of competent jurisdiction of the country.

15.4 Amendment: This GTC may be amended when required by AIB and the Cardholder hereby agrees and gives consent to AIB to modify any related charges at its sole discretion from time to time without any prior notice to the Cardholder. Furthermore, continuous use of the Card following the notification shall be deemed an acceptance by the Cardholder.

15.5 Disclaimer and No Liability Clause: The Cardholder acknowledges that AIB shall not be held liable for use of the Card in any illegal transactions and further agrees to indemnify and hold the Bank harmless from any liability, suits damages or adverse actions of any kind that might directly or indirectly result from such illegal use.

IN WITNESSETH WHEREOF the Cardholder hereto, by endorsement of this GTC approves the terms stated herein,

For and on behalf of the Cardholder:

Name:

Designation:
