

TERMS AND CONDITION OF GOODWILL ATM CARD

Person having Personal account with Goodwill Finance Limited (herein after referred to as the "Goodwill") may avail cash withdrawal facility from the Automated Teller Machine (herein after referred to as "ATM") in Goodwill'S branch and / or any ATM Counters under SCT Networks where ATM are installed by using Goodwill ATM Card (herein after referred to as "CARD") subject to the following terms and conditions.

1. The abbreviations used in this agreement of terms and conditions shall be detailed as follows :
 - a. "Cardholder" means the person (the Account Holder) who is availing ATM Card facility.
 - b. "Supplementary Card" means Card issued to the Account Holder's family members or any other person nominated by him /her.
 - c. "Card Statement" means Statement contraining details of Account Holder's (including Supplementary Card) Card usages.
 - d. "Pin" means Personal Identification Number, specific to each Cardholder.
 - e. "Account Number" means the account (s) nominated by the Cardholder that is to be debited for use of Card.
 - 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.
2. The ATM Card and PIN slips shall be issued to the Cardholder entirely at his/her sole risk and responsibilities.
3. The Card issued to the Cardholder shall remain, at all time, the property of the Goodwill and shall be surrendered to the Goodwill on demand. The Goodwill at its sole discretion reserves the right, at any time to cancel or seize the Card or refuse to re-issue, renew or replace the Card without assigning any reason thereto whatsoever.
4. The Card is non-transferable and shall be used exclusively by Cardholder. The Cardholder undertakes to destroy the PIN slip after memorizing the PIN Number .
5. For joint account which is operated by the signature of any one of the account members, only one Card will be issued against those accounts. The joint members will be jointly and severally liable for all transactions possessed by use of the Card and the terms and conditions herein shall be jointly and severally binding on all account members and as the context requires, terms herein denoting the singular shall include plural and vice-versa.
6. The Cardholder will be provided following facilities through ATM with the help of the ATM Card.
 - a. Obtain cash up to an arranged limit decided by Goodwill from time to time.
 - b. Request for Card Statement .
 - c. PIN Change
7. The Goodwill reserves the right to limit daily cash withdrawal by the Cardholder and decide on denomination that would be dispensed from Goodwill 's own ATM.
8. The ATM Card is not used as a Credit Card.
9. The Card is applicable only in Nepal. It is not valid for payment in foreign exchange in Nepal.
10. The principal Cardholder undertakes fully responsibility of all the transactions made by the Supplementary Card issued.
11. The Cardholder can make payment to the merchant through POS by this Card.
12. 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 Goodwill in accordance with the prevailing law .
13. Upon termination of membership or withdrawal of privileges of the Card for any reason whatsoever, the Card shall be returned to the Goodwill 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 the Card is not surrendered to the Goodwill.
14. The Cardholder shall provide written instructions to the Goodwill for the cancellation or non renewal of the Card one month prior to the expiry date specified in the Card.
15. The Goodwill shall not be responsible in any way 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 of otherwise.
16. The Goodwill shall debit the Account(s) designated by the Cardholder for all transactions initiated including cash withdrawals by using the Card. For this purpose, the Cardholder irrevocably authorizes the Goodwill to debit his/her designated Account(s) with the amount of transaction(s) effected through the use of Card.
17. The Goodwill shall debit the designated Account(s) for all fees and charges as determined by the Goodwill relating to the Card and the services thereby provided.
18. The Cardholder agrees to inform the Goodwill 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.
19. Wrong Entry of PIN for three consecutive times while making cash withdrawal will automatically make the Card in-operative. In such case the Cardholder will have to contact the concerned authority of the Goodwill for making the card revalidated for operation.
20. Any mistake in the transaction slip has to be reported to the Goodwill by the Cardholder immediately. The Cardholder further undertakes to accept full responsibility for all transactions made by use of the Card whether or not made with his/her knowledge or authority and he/she shall accept the Goodwill's record of transactions as binding for all purposes.'
21. The Cardholder undertakes to indemnify the Goodwill and to keep the Goodwill indemnified against all losses, damages, cost or expenses incurred and sustained by the Goodwill arising out of Cardholder's failure to observe any of the terms and conditions herein mentioned.
22. The Goodwill reserves the right to amend any or all of these terms and conditions at any time without prior notice to the Cardholder and such amended terms and conditions shall be binding on to the Cardholder .