

Terms of Use

The Terms of Use stated herein (hereinafter referred to as the “Terms of Use” or this “Agreement”) constitute a legal agreement between you (hereinafter referred to as the “User” or “bKash customer”) and bKash Limited (herein after referred to as “bKash”) which is supplementary to the terms and conditions mentioned in the Customer KYC (Know Your Customer).

In order to use the App, you must agree to the Terms of Use that are set forth herein which govern your relationship with bKash regarding this App. bKash reserves the right to amend, add, delete, upgrade, expand, change the existing terms and conditions at any time in any manner without giving any prior notice to the User.

By using this App, you are agreeing to comply with and be bound by the following Terms of Use. If you do not wish to be bound by these Terms of Use, you will not be able to access or use any services through this App. If you use this App in a manner inconsistent with these Terms of Use, bKash may block your access to the App or suspend your account and/or take any other necessary steps as the circumstances of your misuse requires. Please read the Terms of Use carefully and accept before using this App.

Responsibility:

To use this App you must have a bKash Customer Account (in active status) and you have to input your mobile number which is registered as bKash Customer Account, and PIN of that account. You will be solely responsible for the activities done through this App using your PIN and OTP (One Time Password) and it will be considered that you are using this App yourself. You can use this App only for personal purpose and any financial transaction related business activity using this App is strictly prohibited. bKash shall not be liable for any loss that you may incur in case of any unauthorized use of this App, your PIN or account either with or without your knowledge.

Securing your PIN and OTP:

The user shall be solely and personally responsible for maintaining and ensuring the maximum secrecy and security of his/her bKash Account’s PIN, OTP and bKash shall not be held liable for any fraud and/or loss borne by the User as a result of misuse of PIN and/or OTP due to User’s negligence and/or breach of PIN and OTP secrecy or privacy of bKash Account. User must not share the PIN and/or OTP with anyone. In case of any apprehension of misuse of the PIN the User must change the PIN immediately.

If the user forgets his/her PIN or wants to change the same, the user may reset or change the PIN through procedures specified by bKash on its website, or calling its call center (helpline 16247).

In the event the User inputs wrong PIN more times than allowed by bKash, his/her account shall be temporarily blocked by bKash until the User contacts bKash call center to reset new PIN.

Mistakes:

The User shall be personally and solely responsible for each individual transaction, for any wrong input given by the User or for transferring any amount of money to any other bKash Account in pursuance of any sort of inducement or fraudulent activity.

Services & Fees:

bKash reserves the right to introduce, replace, modify any services for bKash customers and to determine all service fees and/or maintenance charges (including other applicable charges) for availing mobile financial services from time to time as per oversight of Bangladesh Bank and such fees as may be incurred will be debited from the bKash Account.

Acknowledgement:

You acknowledge that you will comply with the necessary guidelines of Money Laundering Prevention Act, 2012 and Anti-Terrorism Act, 2009 along with all other relevant laws of Bangladesh, Bangladesh Bank directives, regulations, guidelines and circulars as applicable. You further acknowledge that you will not misuse the App by conducting any of the prohibited activities, unlawful activities or transactions.

The User also acknowledges and agrees to the following terms:

- The User agrees not to use this App for any commercial purpose and/or any other use that goes against the law and/or good morals.
- The User agrees not to send or distribute virus programs or any other program that is designed to obstruct, devastate or damage this App.

You agree to avoid the following activities while using bKash App:

- ✓ Uploading any fake or indecent photograph
- ✓ Engaging in potential suspicious or fraudulent activity or transaction,
- ✓ Providing misleading or false information,

Communication with you:

You agree that you will receive notification through this App. The phone number that you provide to bKash must be active and stay in your possession as we may request information for verification purpose by contacting you over the phone. Your voice and conversation with bKash over the phone may be recorded for future reference.

Customers' Support:

bKash will maintain 24/7 call center for assisting its valued customers and managing the complaints or queries that they have. Customers can query and lodge their complaints by calling directly or through this App to the call center (helpline 16247). bKash will initiate the action required for addressing the query/complaint as soon as possible.

Representations and warranties:

By using the App, you represent and warrant that:

- It is your responsibility to check and ensure that you have downloaded and installed the correct version of this App in your device. bKash is not liable if you do not have a compatible device or if you have downloaded the fake version of the App in your device.
- All the information provided by you is true and accurate.
- You will use the App only for the purpose for which it is intended to be used;
- You will not try to harm the service and/or the App in any way whatsoever;

License grant & restrictions:

bKash hereby grants you a revocable, non-exclusive, non-transferable, non-assignable, limited license to use the App, solely for your personal, non-commercial purposes, subject to the Terms of Use herein. All rights not expressly granted to you are reserved by bKash.

You shall not reverse engineer or access the App in order to-

- (a) build a competitive product or service,
- (b) build a product using similar ideas, features, functions or graphics of the App, or
- (c) copy any ideas, features, functions or graphics of the App.

Copyright:

All contents included on this App including but not limited to its code, UX design, texts, graphics, logos, button icons, images, audio clips, digital download, data compilations, and software, are the property of bKash and protected by Bangladesh and International Copyright Laws.

Intellectual property rights:

bKash's name, logo and the App are intellectual property of bKash. For the avoidance of doubt, the term 'the App' herein shall include its respective components, mechanisms, processes and designs in its entirety. The Terms of Use do not constitute a sale agreement and do not convey to you any right of ownership in or related to the App, or any intellectual property rights owned by bKash.

Limitations:

The service and the App may be subject to limitations, delays, and other problems inherent in the use of the internet including the device used by you. bKash is not responsible for any delays, delivery failures, damages or losses resulting from such problems.

Personal data protection:

You agree that bKash may use your personal information to identify you. For the purposes of this Agreement, "personal data" means information about you, from which you are identifiable, including but not limited to your name, Photo, NID number, Driving License copy and number, Passport copy and number, address, gender, date of birth, email address, any information about you which you have provided to bKash.

bKash will maintain strict confidentiality relating to information of User provided to bKash and his/her transactions. bKash shall not share or sell your personal data or your transaction report to any third parties. However, bKash may share your transaction behavior data and location to third parties for observing your transaction behavior in order to recommend you with improved services or features and make your experience safer and easier. You acknowledge that bKash shall have the right to monitor your account usage, and may disclose personal information to any of the following:

- Any regulatory, supervisory or government authority having jurisdiction over bKash
- Any person to whom bKash is required or authorized by law or a court of law to disclose such information
- Any organization, service provider or financial institution for the purposes of carrying out permissible functions and activities of bKash

Access Permission:

bKash requires, your permission to access the camera, photos, contacts, GPS location of your device for providing services and/or features offered by bKash App. By allowing access to the GPS location of your device, you will permit bKash to share offers, in offer segment, based on your GPS location. If location access is not allowed, bKash will share a default offer.

Indemnification:

By agreeing to the Terms of Use upon using the App, you agree that you shall defend, indemnify and hold bKash harmless from and against any and all claims, costs, damage, losses, liabilities and expenses arising out of or in connection with your violation or breach of any of the Terms of Use or any applicable law or regulation, whether or not referenced herein, or your use or misuse of the App.

Other Rights and Limitations:

You may not permit or aid others to translate, reverse engineer, decompile, update, modify, reproduce, duplicate, copy, distribute or otherwise disseminate all or any part of the App, or extract or attempt to extract

source code from the App. The App is licensed as a single product; you may not separate its component parts for any purpose. Upon identification of such attempt or use of your identity to attempt such act may result in legal action from bKash.

Security:

bKash shall take all reasonable measures to ensure the security of the App. However, due to the virtual nature of technology, a security risk exists. You acknowledge the existence of such security risk involved in the use of the App.

By accepting the Terms of Use, the user shall be deemed to have read and understood the Terms of Use.