

Terms of Use

The Terms of Use stated herein (hereinafter referred to as the "Terms of Use") is supplementary to the terms and conditions mentioned in the Agent KYC executed between you (herein after referred to as the "User" or "Agent") and bKash Limited (herein after referred to as "bKash").

In order to use the App you must agree to the Terms of Use that are set forth herein. 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 the following Terms of Use. If you disagree with these Terms of Use, you will be unable 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 take any other necessary steps as the circumstances of your misuse requires. Please read the Terms of Use carefully before using this App.

Responsibility:

To use this App you have to use the SIM card (mobile number) in active status registered as your bKash Agent Account in that mobile phone in which you will use this App. To login this App you have to input your Agent Account Number and PIN of that account. You will be solely responsible for the activities done through this App using your PIN and it will be considered that you are using this App yourself. Using this App, any type of financial transaction for the purposes other than the authorized services mentioned in Agent KYC form is completely prohibited.

Privacy of PIN & Transaction Statements:

The user shall be solely and personally responsible for maintaining and ensuring the maximum secrecy and security of PIN and transaction statement of his/her Agent Account. bKash shall not be held liable for any fraud and/or loss borne by the User as a result of misuse of PIN or transaction statement due to User's negligence or breach of privacy policy. User must not share the PIN 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 web site, or calling its call center (helpline 16247).

In the event the user input 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.

Mistaken Transaction:

The User shall be personally and solely responsible for each transaction, for any wrong input given by the User or for transaction of any amount of money through agent account in pursuance of any sort of inducement or fraudulent activity.

Communication:

You have agreed to receive notifications through this App. bKash can contact you through your account number (mobile number). Your voice and conversation with bKash over the phone may be recorded for future reference. User can 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 complaint as soon as possible.

Privacy policy

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 to third parties for observing your transaction behavior in order to provide you with improved services or features and make your experience safer and easier.

Representations and warranties:

By agreeing to the 'Terms of Use' of this App, you confirm that-

- A. It is your responsibility to check and ensure that you have downloaded and installed the correct version of this App published by bKash 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.
- B. You will not send or distribute virus programs or any other program that may obstruct, devastate or damage this App.
- C. You will use the App only for the purpose for which it is intended to be used;
- D. Either by making any mechanical change to the app or logging in the app-
 - Do not try to translate, reverse engineer, decompile, update, modify, reorganize, duplicate, simulate, distribute or otherwise disseminate or unlock the source code of the app or unlock it.
 - Do not create competitive products or services.
 - Do not create any products using concepts, features, functions or graphics similar to this app.
 - Do not copy the concept, features, functions or graphics of this app

Intellectual property rights:

All contents used in this App, such as name, logo of bKash, text, graphics, button icons, pictures, audio clips, digital downloads, data compilation, source code, UX design and the software (mobile app) itself are the property of bKash and protected by copyright law.

The term 'the App' herein shall include the entire components, processes and designs associated with the App. The App is registered as a single product; No part of it can be separated for any purpose. If you get involved with such type of activities or if such activities are organized using your identity, bKash shall have right to take legal action.

Limitation:

Due to any delay, limitation, and other problems of your device or internet connection, if there is any delay, failure, or damage to this app or its service, bKash will not be held responsible for it.

To ensure overall security of the App, bKash will take all necessary steps. Regardless of the usual risk of technology, you are agreeing to the use of this app.

Indemnification:

You agree that you shall defend, indemnify and hold bKash harmless from and against all claims, costs, losses and liabilities arising out of or in connection with your violation or breach of any term of the Terms of Use or any applicable law, whether or not referenced herein.

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 and circulars as applicable and you will not make suspicious or fraudulent transactions or illegal transactions.

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