

## Credit Card Agreement

### INTRODUCTION

It is important that you read and understand the following Terms and Conditions governing the use of Standard Chartered Silver/Gold/Platinum/Titanium/Signature Credit Card. If you do not understand any of them, please do not hesitate to contact us. Our staff at Card Services (CS) will be happy to assist you. By signing and/or, activating and/or retaining and/or using the Card, you have agreed to be bound by these Terms and Conditions.

Knowledge of your rights and obligations will ensure that you are protected in the event of any unauthorized transaction on your Standard Chartered Silver/Gold/Platinum/Titanium/Signature Credit Card Account(s) and how you can gain the maximum benefit from the services we offer-apart from enabling you to fulfill your responsibilities as a Cardholder.

The issue of a Standard Chartered Silver/Gold/Platinum/Titanium/Signature Credit Card is conditional upon the truthful completion of Bank's Silver/Gold/Platinum/Titanium/Signature Credit Card Application Form by a person under the laws of Bangladesh. The Bank reserves the right to issue a Card or reject an Application for the issue of a Card without assigning any reason, notwithstanding that the applicant may prima facie satisfy the eligibility criteria, and is also subject to the Bank's satisfactory verification of the information supplied. We strongly recommend that you keep this booklet readily available as it contains information, which could be important for you later.

To the extent of any inconsistency between the agreement and other Terms and Conditions, the agreement shall prevail.

### 1. DEFINITIONS

- i. **"ATM"** means an automated teller machine or any Card operated machine or device whether belonging to the Bank or other participating banks or financial institutions nominated from time to time by the Bank, which accepts Card.
- ii. **"Bank"** means Standard Chartered Bank, its successors and its assignees.
- iii. **"Standard Chartered Group"** means each of Standard Chartered PLC and its subsidiaries and affiliates (including each branch or representative office)
- iv. **"Bangladesh Bank"** means the central bank of Bangladesh established under the Bangladesh Bank Order (P.O. 52 of 1972) and includes its successors and assigns.
- v. **"Card Account"** means the Global Silver/Gold/Platinum/Titanium/Signature Credit Card Account opened by the Cardholder with the Bank for the purpose of entering all credits and debits received or incurred by the Primary Cardholder and the Supplementary Cardholder, if any, under the Terms and Conditions of this agreement.
- vi. **"Card"** means the Silver/Gold/Platinum/Titanium/Signature Credit Card issued by the Standard Chartered Bank on the Application of Cardholder under the name of Visa or MasterCard or Silver/Gold/Platinum/Titanium/Signature Credit Card and also includes Primary, Supplementary and Replacement Cards.
- vii. **"Cardholder"** means an individual whose name is in a Card Account and who is responsible for all transactions and liabilities on the Card Account. It includes Primary and any Supplementary Cardholder.
- viii. **"Card Transaction"** means the purchase of goods and/or services, benefits or reservations (including without limitations any reservation made by the Cardholder for air, ship, rail, motor or other transportation or hotel or other lodging or accommodation or other transportation, rented or hired, whether or not utilized by the Cardholder) and/or receiving Cash Advances by the use of the Card or the Card numbers or the PIN or in any other manner including without limitation mail, telephone or facsimile orders or

reservations authorized or made by the Cardholder, regardless of whether sales slip or cash advance or other voucher or form is signed by the Cardholder.

ix. "**Cash Advance**" means any amount obtained by the use of the Card, the Card number or the PIN or in any manner authorized by the Cardholder from the Bank or any other bank or financial institution for debit to the Card Account.

x. "**Charges**" means amount payable by the Cardholder arising from the use of the Card or the Card Number or the PIN or under these Terms and Conditions and includes without limitation all Card Transactions, Fees, Finance Charges, additional expenses, damages, legal costs and disbursements, which will be debited to the Card Account and form part of the Current Balance.

xi. "**Credit Limit**" means the maximum debit balance permitted by the Bank for the Card Account for the Primary and the Supplementary Card, if any, and notified to the Primary Cardholder from time to time.

xii. "**Current Balance**" means the total debit balance (inclusive of all Charges) which shall be debited to the Card Account outstanding on the Card Account payable to the Bank according to the Bank's records on the date the Statement of Account is issued.

xiii. "**Deposit**" means the amount in cash placed with the Bank as specified by the Bank as security for the performance of the Cardholder's obligation.

xiv. "**Domestic Transaction**" means any Card transaction made within the territorial jurisdiction of Bangladesh and in Taka.

xv. "**Electronic Banking Terminal**" means any authorized terminal or device in which Card and/or PIN can be used. This includes ATM's, Point of Sales terminal through which Card Transactions can be performed or any other authorized terminal or device connected to Standard Chartered electronic banking system from time to time.

xvi. "**International Transaction**" means any Card Transaction made outside the territorial jurisdiction of Bangladesh while travelling and in any other lawful currency except Taka.

xvii. "**Merchant**" means any corporate entity, person or other establishment, supplying goods and/or services, which a Card Scheme Member Bank has approved and made arrangements to accept the Card or the Card numbers as a mode of payment or reservation by the Cardholder.

xviii. "**Minimum Amount Due**" is 5% of the Current Balance subject to a minimum of Tk.500/or such other amount as determined by the Bank from time to time, which if paid by the Payment Due Date will avoid any late payment charges.

xix. "**Payment Due Date**" means the date specified in the Statement of Account by which date, payment of the Current Balance or any part thereof or the Minimum Amount Due is to be made to the Bank.

xx. "**PIN**" means in relation to a Cardholder the Personal Identification Number issued to the Cardholder to enable the Card to be used at an ATM.

xxi. "**Primary Cardholder**" means a person other than a Supplementary Cardholder who is issued a Primary Card and for whom the Card Account is first opened by the Bank.

xxii. "**SAARC Countries**" means the countries who are members of South Asian Association for Regional Co-operation and currently- Afghanistan, Bangladesh, Bhutan, India, Maldives, Myanmar, Nepal, Pakistan and Sri Lanka.

xxiii. "**Non-SAARC Countries**" all other countries of the world excluding SAARC countries.

xxiv. "**Security**" means the Deposit.

xxv. "**Statement of Account**" means the Bank's monthly or other periodic statements sent to the Cardholder showing particulars of the Current Balance payable to the Bank.

xxvi. "**Supplementary Card**" means a Card issued by the Bank to a third party nominated by, and at the request of, the individual entering this Agreement with the

Bank and in respect of which Card Transaction is to be recorded on the Card Account.  
xxvii. **"Supplementary Cardholder"** means the person who has been issued a Supplementary Card.

xxviii. **"Taka"** means the lawful currency of the Government of Peoples' Republic of Bangladesh.

xxix. **"Travel Quota"** means the foreign currency entitlement for Bangladeshi nationals travelling abroad as specified by Bangladesh Bank in Foreign Exchange Guideline.

xxx. **"Over-limit Charge"** is a charge levied once per Statement of Account, if the Cardholder exceeds his Credit Limit.

xxxi. Unless the context requires otherwise;

(a) Words denoting one gender shall include all other genders;

(b) Words denoting the singular shall include the plural and vice versa.

## 2. THE CARD

(i) The Card is and will be, at all times, the property of the Bank and must be surrendered to the Bank immediately upon request by the Bank or its duly authorized agent.

(ii) The Card may be collected by the Cardholder or sent by post or courier to the address notified to the Bank by the Cardholder at the risk of the Cardholder.

(iii) Upon receipt of the Card, the Cardholder shall sign at the designated place of the Card immediately and such signature and/or activation and/or retention and/or the use of the Card will constitute binding and conclusive evidence of the confirmation of the Cardholder to be bound by these Terms and Conditions for which purpose the Primary Cardholder hereby appoints all Supplementary Cardholder(s) as his agent for this purpose, notwithstanding that the Bank is not notified of the Cardholder's receipt of the Card unless otherwise not required by the Bank.

(iv) In the event the Cardholder does not wish to be bound by these Terms and Conditions, the Cardholder shall cut the Card in halves and return both halves to the Bank and Clause 8 hereof shall henceforth be operative.

(v) The Card is not transferable and will be used exclusively by the Cardholder. The Cardholder under no circumstances whatsoever will allow the Card and/or PIN to be used by any other individual. The Cardholder may not pledge the Card as Security for any purpose whatsoever.

(vi) The Cardholder shall at all times ensure that the Card is kept in a safe place and will exercise every possible care to prevent the Card from being lost or stolen.

## 3. USE OF THE CARD

(i) The Cardholder acknowledges that the facility provided by the Bank under the Card is an unsecured loan granted by the Bank subject to the Terms and Conditions of this Agreement and repayable on demand by the Bank.

(ii) The use of this Card is confined to Bangladesh only unless the Cardholder applies for international usage facility after proper endorsement on the passport by the Bank. Use of the Card outside Bangladesh without proper passport endorsement shall make the Card liable for immediate cancellation and any other appropriate action in accordance with law. The Cardholder will also be liable to clear all outstanding without prejudice to any right, remedy or action against him, by the Bangladesh Bank, the Bank, court or any regulatory agency.

(iii) The Card may be used for Card Transactions:

(a) Within the Credit Limit notified by the Bank to the Cardholder.

(b) Within the limit assigned for SAARC countries & Myanmar and Non-SAARC countries and until the limit assigned for international transaction remains valid and in

compliance with the rules and regulations issued by Bangladesh Bank under the Foreign Exchange Regulation Act 1947.

(c) Until the expiry date embossed on the Card.

(iv) The Cardholder undertakes to act in good faith at all times in relation to all dealings with the Card and the Bank and in accordance with any programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities.

(v) The Cardholder shall and undertakes to stay within the prescribed Credit Limit assigned by the Bank and further undertakes to effect no purchases or transactions which may cause the aggregate outstanding balance under all such purchases and transactions to exceed such Credit Limit. If in contravention of this provision, the Cardholder exceeds the Credit Limit, then the Cardholder must pay the amount exceeding the Credit Limit in full and the Minimum Amount Due and also in addition an Over limit Charge.

(vi) Notwithstanding that the Cardholder's Credit Limit has not been exhausted, the Bank shall be entitled to, at any time and without notice and without giving any reason and without liability towards the Cardholder, withdraw and restrict the Cardholder's right to use or to refuse to authorize any Card Transaction. The Bank reserves the right not to allow International Transactions up to full limit assigned for SAARC Countries & Myanmar and for Non-SAARC Countries so that the limits are not exceeded in the event of exchange rate fluctuations or any unauthorized transactions.

(vii) All transactions effected in a currency other than Taka will be converted from the transaction currency into Taka at a rate selected by VISA/MasterCard International from within a range of wholesale market rates or the government-mandated rate in effect on the conversion day. VISA Cards overseas transactions will be subject to a reimbursement charge representing the charge imposed by VISA International on the Bank and MasterCard International Card overseas transactions will be subject to a charge imposed by MasterCard International directly on Card members respectively. Such transactions will also be subject to a Bank charge as the bank may determine in its sole discretion from time to time. The exchange rate may differ from the rate on the transaction date due to market fluctuation.

(viii) The Cardholder(s) may use an International Credit Card overseas if they comply with exchange controls and other applicable laws of Bangladesh. If an authority requires the Bank to do so, or the Bank is otherwise required by law or pursuant to agreements with any regulator or any authority to do so, or if the Bank needs to comply with internal policies associated with any applicable order or sanction of an authority, the Cardholder may be prevented from using an International Credit Card overseas.

(ix) For cards issued against Export Retention Quota (ERQ) the Cardholder acknowledges that he/she understands the purpose of use of ERQ card and hereby undertakes that the ERQ card will be used for bonafide business purposes only.

#### **4. CASH ADVANCE**

The Cardholder may obtain Cash Advances up to a maximum of 50% of the Credit Limit subject to availability of adequate credit and as may be acceptable to the Bank from time to time at its absolute discretion by the following means;

(i) Use of the Card at any ATM of the Bank or of any other bank or institution with whom the Bank has an Agreement for the use of the ATM of the said bank or institution in which case the amount of each advance will be further subject to the applicable daily withdrawal limit of the ATM.

(ii) The customer will be responsible to generate a PIN by calling the Bank's Contact

Centre, to be used in conjunction with the Card when effecting a transaction at an ATM. The cardholder may under no circumstances whatsoever disclose the PIN to any other person.

(iii) The Bank's record of any transaction effected in conjunction with a PIN shall be binding on the Cardholder as to its consequence.

(iv) The use of the Card by the Cardholder to obtain a Cash Advance shall be deemed to constitute the Agreement of the Cardholder to pay a cash advance fee and finance charge as determined by the bank from time to time on the amount of cash advance. Finance Charge shall be levied on each Cash Advance from the date of the advance until repayment in full. The Bank may from time to time, vary the amount of cash advance fee and finance charge payable by the Cardholder.

## 5. PAYMENT

Details of all fees and charges referred to in this section are listed in the Service and Price Guide. This Service and Price Guide may be amended from time to time usually giving advance notice to the Cardholder.

(i) The Cardholder agrees to pay the Bank upon the request of the Bank an annual fee as prescribed by the Bank for the Card when issued or renewed and an annual fee prescribed by the Bank for each Supplementary Card when issued or renewed.

(ii) The Cardholder agrees to pay the total amount of all Charges described as the Current Balance specified in the Statement of Account which is due in full and payable not later than the date specified on the Statement of Account and the Cardholder shall incur no finance charge (excluding for Cash Advance) if the payment of the Current Balance is received by the Bank on or before the Payment Due Date.

(iii) The Cardholder may choose not to settle the Current Balance in full, in which case the Cardholder must pay at least 'Minimum Amount Due' as determined by the Bank from time to time on or before the Payment Due date. If the current balance is less than Minimum Amount Due then the Current balance becomes fully due. However, if the Minimum Amount Due is not paid by the Payment Due Date or only partly paid, then the unpaid amount will be added to the next statement's Minimum Amount Due

(iv) If the Cardholder fails to pay the Minimum Amount Due by the Payment Due Date, a flat Late Payment Charge as prevailing from time to time will be levied.

(v) If the Cardholder pays to the Bank an amount less than the Current Balance by the Payment Due Date or no payment is made or payment is made but after the Payment Due Date, a finance charge calculated on average daily basis will be applied to the Current Balance and new Card Transactions until any payments are credited to the Card Account and thereafter on the reduced balance.

(vi) All payments received by the Bank from the Cardholder may be applied in the following order of payment or such other order of priority as the Bank may think fit:

(a) All unpaid Government Tax (if applicable), Finance Charges, Fees, Cash Advances, Charges and other costs shown on any previous Statement of Account.

(b) All unpaid Cash Transactions as shown on any previous Statement of Account.

(c) All unpaid Government Tax (if applicable), Finance Charges, Fees, Cash Advances, Charges and other costs shown on the current Statement of Account.

(d) All unpaid Card Transactions shown on the Current Statement of Account.

(e) All Government Tax (if applicable), Finance Charges, Fees, Cash Advances Charges and Card Transactions not yet shown on the current Statement of Account.

(vii) The Bank shall be entitled at its sole discretion to vary the rate or method of calculation of the annual fees, finance charges, the specified Minimum Amount Due and/or late payment charges or any other charges.

(viii) A replacement charge as prescribed by the Bank is payable by the Cardholder to the Bank immediately upon a request to the Bank to issue a Replacement Card.

Additional charges as prescribed by the Bank are payable by the Cardholder to the Bank immediately upon the request to the Bank for the provision of copies of sales voucher/Cash Advance Slip and any further services the Bank may provide from time to time.

(ix) Without prejudice to the Bank's rights at any time to take the appropriate legal action, the Bank may charge fees for any returned unpaid cheques drawn by the Cardholder in full or partial payment of the outstanding amount.

(x) The Cardholder hereby expressly agrees that if any sum shall be due from the Cardholder to the Bank at any time under the Card Account, or the Cardholder shall be liable to the Bank on any banking Account, or any other Account, current or otherwise in any manner or if default is made by the Cardholder in the provisions of such Accounts or in any other banking facilities granted by the Bank to the Cardholder, then and in such event, the whole outstanding balance on the Cardholder's Account shall become immediately due and payable and the provisions of clause 8 hereof shall be applicable.

(xi) A cheque deposit shall be acceptable for collection and the proceeds shall not be available until the cheque has been cleared and the proceeds paid to the Bank by the bank. Any cash deposits may only be regarded as having been received by the Bank upon crediting the same to the Card Account.

(xii) Payments will be treated as made from the date on which the payments are actually received by the Bank in the ordinary course of business and not from the posting date on the Statement. At least 3-4 days should be allowed for the payment to be credited to the Card Account.

(xiii) Payments made by cheques drawn on a location where the Bank does not have a branch will be subject to a processing and handling fee as determined by the Bank from time to time.

(xiv) The Bank may at any time demand that the Cardholder deposits an undated cheque and/or pledge cash collateral in favor of the Bank for the amount, which the Bank may require even when such a cheque was not demanded when the card was issued to the Cardholder. The Cardholder, in such an eventuality, will be deemed to have authorised the Bank to insert the date on the said cheque and to present it for payment on the inserted date against any amount due to the Bank.

xv) The Bank shall deliver a Statement of Account to the Cardholder each month or at such other regular intervals as deemed fit by the Bank. If the Cardholder does not receive the Statement of Account for any Statement Period, he should notify the Bank within 7 days of the statement date and request a copy of the Statement of Account for the particular Statement Period. Non-receipt of Statement of Account shall not be construed by the Cardholder to be sufficient for non-payment of dues in time. The Bank cannot be held liable for non-receipt of statement due to unforeseen circumstances and circumstances outside the Bank's control.

Subject to applicable local laws:

Such statements may be in paper, electronic or any other form the Bank may choose. However, the Bank may not issue statements where the Bank is not required by law to do so or where Bank's policy, security procedure or requirement of any authority (including any economic and trade sanctions imposed by any regulator in any jurisdictions where the Bank operates in or by any supranational organization, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country) prohibits the Bank from doing so.

(xvi) The Cardholder may use the following channels to log complains/disputes with the Bank: branches, client centre, email. The Cardholder understands that the Bank may require time to complete the investigation and the period of time taken for the investigation will depend on the complexity of the complaint/dispute raised with the Bank. All entries in the Statement of Account shall be presumed correct unless the

Cardholder disputes such entries within 30 days from the Statement of Account and proves such entry to be incorrect. If the disputed Card Transaction turns out to be genuine, the Cardholder shall pay the amount set out in the relevant Card Transaction together with any fees incurred by the Bank in the investigation of such disputed Card Transaction. Without prejudice to the foregoing, the Cardholder shall immediately report to the Bank if it suspects any fraudulent, illegal or suspicious activity with regard to the Card and the Bank shall, upon receipt of such report, be entitled to temporarily suspend the usage of the Card until further notification to the Cardholder.

(xvii) If the Cardholder is travelling or out of town, it would be the responsibility of the Cardholder to make arrangements to ensure that at least the Minimum Amount Due is paid to the Bank on or before the Payment Due Date.

(xviii) The Bank will credit the Cardholder's Card account with the amount of any refund only upon receipt of a properly issued credit voucher from the merchant establishment.

(xix) The payment by the Cardholder of any sum to the Bank in respect of any Statement of Account shall constitute binding and conclusive evidence of the acceptance by the Cardholder of the entries shown on that Statement of Account.

(xx) For Credit Card, the interest is charged monthly and calculated on daily outstanding balance.

(xxi) Under accrual method, Interest is charged monthly and calculated on daily balances, based on actual number of days which is 365 days for non-leap years and 366 days for leap years.

(xxii) Retail/Cash interest is calculated from transaction date.

(xxiii) Interest billing: Accrued Interest for Retail transaction is waived on Cycle date upon full payment of last statement balance by Payment Due date. Else billed. For Cash: Always billed.

(xxiv) The Bank or any member of the Standard Chartered Group shall use Cardholder's information to (a) send SMS, email, call/visit clients at registered telephone/mobile numbers and office/home address in case of default payments.

(xxv) Calls and visits will be made within bank office hour or according to customers' convenient time. Recovery letters will be issued to the address(s) of the Cardholder last updated by the Cardholder to the Bank whether about present, permanent or work address.

(xxvi) "The Bank may, from time to time, increase/decrease of the Card limit and upgrade/downgrade the Card type at any time based on the Cardholder's transaction and repayment behaviour/history. Cardholder hereby consents to accept such increase/decrease/upgrade/downgrading by the Bank and confirms that any subsequent written request by the Cardholder is not required regarding the same. Cardholder reserves the right to disagree of accepting any increase/upgrade of the Card and such disagreement shall be addressed with immediate effect by restoring the Card's limit or type to its previous status by the Bank".

## 6. SUPPLEMENTARY CARD

(i) The Bank may at its absolute discretion issue a Supplementary Card to a person nominated by the Cardholder and approved by the Bank. The Supplementary cardholder must be of 18 years of age or over. The issue of the Supplementary Card (s) shall be subject to such Terms and Conditions, which the Bank may deem necessary.

(ii) The Credit Limit assigned to the Primary Cardholder is inclusive of the Credit Limit of the Supplementary Cardholder and the Primary Cardholder and the Supplementary Cardholder shall not permit the total of the charges incurred through their respective Cards to exceed the said Credit Limit.

(iii) The validity of the Supplementary Card is dependent on the validity of the Primary Card.

The termination of the Supplementary Card shall not terminate the Primary Card.

(iv) The undertakings, liabilities and obligations of the Primary Cardholder and the Supplementary Cardholder to the Bank and the Bank's rights herein shall not be affected in any way by any dispute or counter claim which the Primary Cardholder and the Supplementary Cardholder may have against each other.

(v) The Supplementary Cardholder is bound by all Terms and Conditions except that he or she is not liable for payment in respect of any transactions on the Card Account. The Primary Cardholder will be responsible to the Bank for all transactions on the Supplementary Card.

(vi) The Primary Cardholder may withdraw the authority of the Supplementary Cardholder by sending a written intimation to the Bank accompanied by the Supplementary Card.

(vii) All transactions authorized by the Supplementary Cardholder prior to the date the Supplementary Card is received by the Bank, are valid and treated as binding upon the Primary Cardholder and are the liability of the Primary Cardholder.

## **7. LOSS OF CARD/PIN AND ZERO LOSS LIABILITY**

(i) The Cardholder shall be fully liable for all Card transactions made with the PIN whether with or without the knowledge of the Cardholder.

(ii) The Cardholder shall use all reasonable precautions to prevent the loss or theft of the Card and shall not disclose the PIN to any party.

(iii) In the event that the Card is lost or stolen or the PIN is disclosed to any other party, the Cardholder shall immediately notify the said loss, theft or disclosure together with the particulars thereof to the Bank and the Police of the country where such loss or theft or disclosure occurred. In such circumstances, the Bank shall be entitled to temporarily suspend the use of the Card until further notice to the Cardholder. The bank will under no circumstances be liable for any transaction on the Card before receiving proper notification of the said loss, theft or disclosure from the Cardholder.

(iv) The Cardholder shall be and remain fully liable to make payment to the Bank for any debit to the Card Account arising from any Card transactions, goods or services supplied by merchants, Cash Advances or ATM transactions affected through the use of the Card by any person whether with or without knowledge of the Cardholder and irrespective of whether they were authorized by the Cardholder or not.

(v) The Bank may at its absolute discretion issue a replacement for any lost or stolen Card on the Terms and Conditions that the Bank may deem fit.

(vi) In the event that the Cardholder recovers the lost or stolen Card, he/she shall immediately return the same cut in halves to the Bank without using it. The Cardholder shall not use the PIN after reporting to the Bank of the disclosure of the same to any other party.

## **8. TERMINATION**

(i) Notwithstanding the payment provisions outlined under clause 5, all amounts outstanding on a Card Account (including that of all Supplementary Cards) together with the amount incurred by the use of the Card but not yet charged to the Cardholder's Account shall be payable immediately in full upon the termination of this Agreement.

(ii) The Cardholder may at any time notify the Bank of his intention to close the Card Account and terminate the use of all Cards by giving notice in writing and returning all Cards cut into halves to the Bank. The Card Account shall be closed only after the receipt by the Bank of all Cards cut in halves and full payment of all Charges and liabilities under the Card Account.

The Bank may, however, end/close, freeze or suspend any (or all) of Cardholder's banking agreements for or dealings on any of the above card accounts without notice to



the Cardholder either at the Bank's own instance or at the instance of any court or administrative order or if:

(a) performance of any obligation by either the Cardholder or the Bank under any of their banking agreements, or a security provider under any security breaches, is likely to breach, a law or a requirement of any authority including any economic and trade sanctions imposed by any regulator in any jurisdiction where the Bank operates in or by any supranational organisation, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country or is otherwise contrary to any policy the Bank applies as a result of an order or sanction issued by an authority;

(b) at any time, as a result of Cardholder's domicile, nationality, residency status, tax status, or any other relevant status, the provision or continued provision of any product or part of any product, would or might in Bank's reasonable opinion constitute a breach of Bank's policy or any applicable law or requirement of any authority, or is not in accordance with the Bank's usual business practice and procedure; without being liable for and breach of duty the Bank may owe to the Cardholder.

(iii) In the event that Supplementary Cardholder terminating his/her Card, all Cardholders including the Supplementary Cardholder whose use of the Card has been terminated shall be and shall continue to be jointly and severally liable to the Bank for all Charges and other liabilities in accordance with these Terms and Conditions save that Supplementary Cardholder whose use of the Card has been terminated shall not be liable for Charges and other liabilities incurred by the Cardholder and other Supplementary Cardholders (if any) after the Bank's receipt of the cut Supplementary Card.

(iv) The Bank may at any time recall all or any Card(s) and cancel its/their use with or without giving prior notice to the Cardholder. The Cardholder shall immediately after such recall; return such card(s) cut in halves to the Bank and make full payment of all Charges and liabilities to the Bank.

(v) The Bank shall terminate the use of the Card without notice upon the death, bankruptcy or insolvency of the Cardholder or when the whereabouts of the Cardholder become unknown to the Bank due to any cause attributable to the Bank.

(vi) The Cardholder and/or his estate will be responsible for repaying in full any outstanding balances on the Card Account and shall keep the Bank indemnified for all costs (including legal fees and Charges) and expenses incurred in recovering such outstanding balances.

(vii) The Bank shall not be liable to refund the annual membership fee or any part thereof in case of the termination of the Card Account.

(viii) In the event that any security is held by the Bank as collateral for the issuance of the Card, the Bank reserves the right to retain such Security for a period of at least 45 days following the Card being cancelled and returned to the Bank whether cancelled by the Cardholder or the Bank or following the Agreement being terminated.

## 9. EXCLUSION OF LIABILITY

The Bank shall be under no liability whatsoever to the Cardholder in respect of any loss or damage arising directly or indirectly out of:

(i) Any loss or damage howsoever incurred or suffered by the Cardholder by reason of the Bank or a Merchant or other bank or financial institution or any ATM or other party refusing to allow a Card transaction or refusing to extend or provide Cash Advances up to the Credit Limit or all;

(ii) Refusal of any Merchant or member institution of Visa/Master Card to honour or accept the Card or for any defect or deficiency in the goods or services supplied to the

Cardholder by any Merchant or, where applicable, for any breach or non-performance by a Merchant of a Card Transaction;

(iii) The malfunction of any ATM or disruption communication systems;

(iv) The exercise of its right to demand and procure surrender of the Card prior to the expiry date embossed on its face, whether such demand and surrender are made and/or procured by the Bank or by any other person or ATM;

(v) The exercise by the Bank of its right to terminate any Card or the Card Account pursuant to Clause 8 (iv).

(vi) Any injury to the credit character and reputation of the Cardholder in and about the repossession of the Card, any request for its return or the refusal of any Person to honour or accept the Card;

(vii) Any false statement, misrepresentation, error or omission in any details disclosed by the Bank pursuant to Clause 10;

(viii) Any dispute between the Cardholder and any Merchant or bank or financial institution or any other person, the Cardholder's liability to the Bank shall not in any way be affected by such dispute or counter claim of right or set-off which the Cardholder may have against such Merchant or Bank or financial institution or person.

## 10. SMS BANKING

(i) Standard Chartered Bank will accept Application Forms signed by the Primary Cardholder only (subject to verification of signature).

(ii) For PUSH Service, Standard Chartered Bank will use the respective Mobile Phone operator's text mail service (SMS) to send the financial information related to customer's Silver/Gold/Platinum/Titanium/Signature Credit Card on the following working day after the statement has been generated. The PUSH Service will be offered free-of-charge.

(iii) For PULL Service, the Cardholder will be able to obtain a range of financial information related to Silver/Gold/Platinum/Titanium/Signature Credit Card by typing a pre-defined Key-Word with a 4-digit PIN as a message in the Mobile Phone and then sending this message to a prescribed SMS short code. For this service, regular SMS charges of the respective Mobile Phone operator will apply.

(iv) The Cardholder is solely responsible to ensure the possession of the Mobile Phone number assigned to SMS Banking Services to maintain the confidentiality of his/her financial information. If the Mobile Phone number is lost, stolen or sold to another individual, the Cardholder shall immediately notify the Bank of the incident and cancel the SMS Banking Service. The Cardholder hereby agrees that Standard Chartered Bank/Mobile Phone Operator shall not be responsible for any disruption in SMS Banking Service due to any technical failure on the part of Standard Chartered Bank/Mobile Phone Operator.

(v) SMS Banking Service shall remain effective until otherwise advised in writing by the Cardholder, which should reach the Bank at least one week before the next statement is due.

(vi) The laws of Bangladesh govern these Terms & Conditions.

(vii) The Bank may revise and/or change any of the Terms & Conditions at any time with notice to you, but does not require any consent.

## 11. LIMITATIONS OF RECEIVING INSTRUCTIONS

The Bank may:

Act in accordance with their usual business practice and procedure and they need only accept instructions if they consider it reasonable and practicable to do so. For example, the Bank may refuse to act if an instruction may involve a breach of their policy, any security procedure or any law or requirement of any authority (including any economic and trade sanctions imposed by any regulator in any jurisdiction where they operate in

or by any supranational organisation, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country), result in a card account being overdrawn, appears to conflict with another instruction from a joint accountholder, or if the Bank genuinely believe or suspects the instruction is unauthorised.

The Bank will not execute Cardholder's instructions, and will not be responsible for any loss resulting from such non-execution, if on the stipulated date of execution: Bank's policy, security procedure or requirement of any authority (including any economic and trade sanctions imposed by any regulator in any jurisdiction where the Bank operates in or by any supranational organization, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country) prohibits the Bank from carrying out Cardholder's instructions.

## **12. LIMITATIONS IN FUND TRANSFER SERVICES BY DIGITAL/ELECTRONIC BANKING SERVICES OR OTHER MEANS**

The Bank need not execute any fund transfer instruction if on the date set for effecting the fund transfer:

- (i) An order of court or any applicable law prohibits the Bank from executing the fund transfer instructions;
- (ii) Bank's policy, security procedure or requirement of any authority (including any economic and trade sanctions imposed by any regulator in any jurisdictions where the Bank operates in or by any supranational organisation, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country) prohibits the Bank from executing the fund transfer instructions.

## **13. DISCLOSURE OF INFORMATION**

Whilst the Bank maintains strict confidentiality in all matters relating to the card account(s) and business, the Cardholder hereby authorises and consents to the Bank and each member of the Standard Chartered Group, including its officers, employees, agents and advisers to disclose their information to the following parties for any of the purposes where the Bank can disclose their information:

- any member of the Standard Chartered Group anywhere in the world, including any officer, employee, agent or director;
- professional advisers (including auditors), third party service providers, agents or independent contractors providing services to support the Standard Chartered Group's business;
- Bank's business alliance partners who may provide their product or service to the Cardholder;
- any person to whom disclosure is allowed or required by local or foreign law, regulation or any other applicable instrument;
- any court, tribunal, regulator, enforcement agency, exchange body, tax authority, or any other authority (including any authority investigating an offence) or their agents with jurisdiction over the Bank or member of the Standard Chartered Group;
- any debt collection agency, credit bureau or credit reference agency, rating agency correspondents, insurer or insurance broker, direct or indirect provider of credit protection and fraud prevention agencies;
- any financial institution which you have or may have dealings with to conduct credit checks, anti-money laundering related checks, fraud prevention and detection of crime purposes;
- a merchant or a member of a card association where the disclosure is in connection with use of a card;

- any actual or potential participant or sub-participant in relation to any of Bank's obligations under Bank's banking agreement between the Bank or assignee, novatee or transferee (or any officer, employee, agent or adviser of any of them);
- upon Cardholder's death or mental incapacity, Cardholder's legal representative and their legal advisers, and a member of the Cardholder's immediate family for the purpose of allowing him/her to make payment on any of the above card account(s);
- any authorised person or any security provider;
- anyone the Bank considers necessary to facilitate Cardholder's requests for services or application for products with any member of the Standard Chartered Group;
- anyone the Bank considers necessary in order to provide the Cardholder with services in connection with a product;
- any Bank or financial institution with which Cardholder has or has proposes to have dealings, regardless of whether the recipient in each case is located in Bangladesh or in any other country and regardless of whether such information will, following disclosure, be held, processed, used or disclosed by such recipient in Bangladesh or another country; located in any jurisdiction.

#### **14. INDEMNITY**

Their Cardholder undertakes and agrees to indemnify the Bank against any loss, damage, liability, and costs and expenses whether legal or otherwise which the Bank may incur by reason of these Terms and Conditions or any breach thereof or the enforcement of the Bank's rights as herein provided. All costs and expenses in such regard may be debited to the Card Account and shall be payable by the Cardholder.

#### **15. WITHOLDING PAYMENT**

Where required by domestic or overseas regulators or tax authorities, the Cardholder consent and agree that the Bank may withhold, and pay out, from the Cardholder's account(s) such amounts as may be required according to applicable laws, regulations, agreements with regulators or authorities and directives.

#### **16. RIGHT TO SET-OFF**

(i) In addition to any general right to set-off or other rights conferred by the law to the Bank, the Cardholder agrees that the Bank may in its absolute discretion at any time and without notice combine and consolidate all or any account(s) held either individually or jointly, of the Cardholder with the Bank of whatever description and wheresoever located and whether in Taka or in any other currency or set off or transfer any sum standing to the credit of any such account(s) including a joint account with Supplementary Cardholder in or towards discharge of all sums due to the Bank under any account(s) of the Cardholder with the Bank of whatever description or wheresoever located and whether in taka or any other currency and may do so notwithstanding that the balances on such account(s) and the Cardholder hereby authorizes the Bank to offset any such combination, consolidation, set off or transfer with the necessary conversion at the Bank's prevailing exchange rates which shall be determined by the Bank at its absolute discretion.

(ii) For the purpose of enabling the Bank to preserve intact the Liability of any party including the Cardholder once a writ or summon has been issued or to prove the bankruptcy or insolvency of the Cardholder or for such other reasons as the Bank thinks fit, the Bank may at any time place and keep for such time as the Bank may think prudent any monies received, recovered or realized hereunder or under any other Security or Guarantee to the credit of the Cardholder as the Bank shall think fit without

any intermediate obligation on the part of the Bank to apply the same or any part thereof in or towards the discharge of the sums due and owing to the Bank.

## 17. NOTICES

- (i) The Cardholder undertakes and confirms that:  
The Cardholder must give the Bank in writing their address, telephone, fax number, email address and mobile phone number for receipt of notices and other communications in connection with any Card. If these details change the Cardholder must give the Bank not less than 14 days advance notice in writing before the change has taken place. If the Cardholder intends to live outside Bangladesh they must immediately notify the Bank.
- (ii) The Cardholder shall notify the Bank within 30 days if there is a change in any other information which they have provided to the Bank.
- (iii) The Cardholder must promptly notify the Bank in writing of any change in employment or business or address (office and/or residence) or if Cardholder intends to be away from Bangladesh for more than 30 days.
- (iv) Should the Cardholder be away from Bangladesh for more than a month, the Card Account should be settled 7 days prior to departure.
- (v) If the Cardholder leaves Bangladesh to take up residence elsewhere, both the Primary and Supplementary Card(s) shall be returned to the Bank 14 days prior to the Cardholder's departure and the use of the Card and Supplementary Card(s) shall be deemed to be terminated and clause 8 shall apply.
- (vi) All cards, which do not have any payments pending for over a month or more, will be renewed automatically. In case the Cardholder does not want his/her Card to be renewed or any Supplementary Card to be renewed, a written intimation should be sent to Card Services two months in advance. Intimations sent earlier than two months or less than 30 days before the expiry cannot be accepted.
- (vii) All Card, PIN, Statement of Account, demands or any other communication under these Terms and Conditions may be delivered personally or sent by courier or ordinary post to the last known billing or any other address of the Cardholder and such communication shall be deemed to be to have been served on the Cardholder on the day of delivery if delivered by hand and on the next business day after dispatch, if set by courier or by post.
- (viii) All communications under these Terms and Conditions sent to the Primary Cardholder or the Supplementary Cardholder shall be deemed to be communication sent to both.

## 18. GENERAL

- (i) The Bank shall not be liable for acting in good faith upon the Cardholder's instructions.
- (ii) The Cardholder authorizes the Bank at its discretion to record any such instruction and to use such records as evidence in a court of law or the legal proceedings.
- (iii) From time to time Bank may monitor and/or record telephone calls between the Cardholder and Bank to assure the quality of its customer service or as required by applicable law.
- (iv) The Cardholder shall indemnify the Bank against any consequences, claims proceedings or losses that may arise or be incurred by the reason of carrying telephonic instructions from or purported to be from the Cardholder.
- (v) The Bank shall be entitled to appoint an agent to collect all sums due to the Bank from the Cardholder under this Agreement.
- (vi) The Bank shall be entitled at any time without the consent of the Cardholder to assign and transfer the whole or any part of its rights or obligations under this

Agreement. The Cardholder undertakes to sign such further document as may be requested by the Bank from time to time to give effect to such assignment and transfer.

(vii) The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

(viii) The Terms and Conditions herein are binding upon the Cardholder and he shall not assign or transfer of his obligations herein to anyone else without prior consent of the Bank in writing. Any such assignment and transfer without prior consent of the Bank shall be void ab initio and the Bank is under no obligation to recognize such assignment and transfer.

(ix) Each of these Terms and Conditions are severable and distinct from one another and if any time any one or more of such Terms and Conditions becomes invalid, illegal or unenforceable, the validity, legality of the enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(x) The Bank may at any time waive, either unconditionally or otherwise, any of these Terms and Conditions or any default or breach of the Cardholder, provided that such waiver is given in writing by the Bank and save as aforesaid no conditioning or excusing of and no neglect of forbearance on the part of the Bank of any default or breach of any of these Terms and Conditions shall operate as a waiver of the Bank's rights and powers and no waiver shall be inferred from or implied by anything done or not done by the Bank unless expressed in writing to the Bank. Any waiver shall operate only as waiver of the particular matter to which it relates and shall not operate as a waiver or release of any of these Terms and Conditions.

(xi) In connection with the special discounts/offers made by the respective Merchants, the Bank does not hold out any warranty or make any representation of the delivery, quality, design, specifications or otherwise set out in respect of these offers. Also, these products/services are subject to availability and will be allocated on a first come, first served basis.

(xii) In connection with the special discounts/offers made by the respective Merchants, the Bank will not be held responsible where any of the Merchants withdraws, cancels, alters, or amends these products/services. In addition, the Bank reserves the right to change the benefits available to Cardholders at any time without prior notice.

## **19. VARIATION OF TERMS**

(i) The Bank may from time to time change the Terms and Conditions of this Agreement with 30 days prior notice to the Cardholder(s). Cardholder hereby authorizes the Bank to change the Terms and Conditions of this Agreement without prior consent of the Cardholder. Subject to the requirements of statute, notification of any such change shall be given to the Cardholder by the Bank either in writing or by publication thereof. Such changes shall apply to all unpaid Finance Charges, Fees, Cash Advances, Costs and Card Transactions.

(ii) Retention or use of the Card after the effective date of any such change of Terms and Conditions shall be deemed to constitute acceptance of such changes without reservation by the Cardholder. If the Cardholder does not accept the proposed change, the Cardholder must terminate use of the Card by giving prior written notice to the effective date and clause 8 shall henceforth be operative.

## **20. GOVERNING LAW**

The Terms and Conditions are governed by and shall be construed in accordance with the laws of the land and the Cardholder hereby submits irrevocably to the exclusive jurisdiction of the courts of the Country. Such submission shall however not prejudice the rights of the Bank to bring proceedings against Cardholder in any other jurisdiction.

## 21. PRE-CONDITIONS TO USE OF ANY PRODUCT

The Bank need not provide any funds to the Cardholder or otherwise allow the Cardholder to access or use a product or their electronic banking services if the Cardholder trade in rough diamonds.

## 22. ANTI-MONEY LAUNDERING, COUNTER TERRORISM FINANCING, SANCTIONS OR EMBARGOES

To comply with local or foreign law, regulations, voluntary codes, directives, judgments or court orders, agreements between any member of the Standard Chartered Group and any authority, regulator, or enforcement agency, policies (including Standard Chartered Group's policies), good practice, government sanctions or embargoes, reporting requirements under financial transactions legislation and demands or requests of any authority, regulator, tribunal, enforcement agency, exchange body, the Standard Chartered Group may:

- be prohibited from entering or concluding transactions involving certain persons or entities (e.g. person or entity that is itself sanctioned or is connected to or dealing with (directly or indirectly) any person or entity that is sanctioned under economic and trade sanctions imposed by any regulator in any jurisdiction where any member of the Standard Chartered Group operates in or by any supranational organisation, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country); or
- Subject to clauses 14, 24 and 25 report suspicious transactions or potential breaches of sanctions to an authority in any jurisdiction to which the Standard Chartered Group may need or decide to disclose. Transactions impacted include those that may:
  - involve the provision of finance to any person involved or suspected of involvement in terrorism or any terrorist act;
  - be relevant to investigation of an actual or attempted evasion of tax law, investigation of or prosecution of a person for an offence against any applicable law; or
  - Involve persons or entities which may be the subject of sanctions and embargoes.

A member of the Standard Chartered Group may intercept and investigate any payment messages and other information or communications sent to or by the Cardholder or on Cardholder's behalf and may delay, block or refuse to make any payment and payment screening may cause a delay in processing certain information.

Any member of the Standard Chartered Group may take any action it believes to be necessary to comply, or in connection, with the matters set out in this clause. This includes freezing funds, preventing operation of a card account, refusing a request for funds from the Cardholder, otherwise not allowing the Cardholder to use a product, or delaying or cancelling a transaction. It need not notify the Cardholder until a reasonable time after it is permitted to do so under those laws of policies. No member of the Standard Chartered Group is liable for any loss arising out of any action taken or any delay or failure by the Bank, or a member of the Standard Chartered Group, in exercising any of its rights or performing its obligations, caused in whole or in part by any steps taken as set out above.

## 23. SCOPE OF INFORMATION

Personal information means information that identifies a particular individual and includes personal details (for example name, personal identification details, and date of birth), contact details (for example telephone number, mobile phone number and email address) and employment details;

Cardholder's information comprises all the details the Bank hold or collect about the Cardholder, their transactions, their financial information, their personal information, and information about the Cardholder obtained from them, their interactions and dealings

with the Bank and any third party, including information received from third parties and information collected through their use of the Bank's electronic banking services.

## 24. USE OF INFORMATION

The Bank or any member of the Standard Chartered Group may use Cardholder's information to (a) provide them with a product or service, (b) comply with obligations and requirements under any local or foreign laws or regulations applicable to any member of the Standard Chartered Group and any internal policies and procedures of any member of the Standard Chartered Group and (c) meet any administrative, business, legal or regulatory purpose; including the following:

- processing Cardholder's application for products and services, payments, transactions and their instructions or requests;
- providing them with products and services (including any electronic banking service);
- maintaining the Bank's relationship with them;
- communicating with them on their card account and product, providing them with statements and notices such as important changes to the features, terms and conditions of any product or any of the above accounts;
- assessing their suitability for products and services;
- operational purposes;
- statistical analysis (including behavioural analysis and profiling);
- establishment, continuation and management of their banking relationship with the Bank and Bank account or, where applicable, any member of the Standard Chartered Group;
- identity verification, sanctions screening and due diligence checks;
- credit assessment, including conducting credit checks and setting credit limits;
- enforcing their obligations (including collection of outstanding amounts owed to the Bank by them and/or security provider), debt recovery, adjustment of their credit limit of relevant accounts, and establishing or implementing a scheme of financial arrangement with them;
- conducting market research and surveys with the aim of improving Bank's products and services;
- for marketing purposes, promotional events, competitions;
- to comply with any local or foreign laws, regulations, voluntary codes, directives, judgments or court orders, agreements between any member of the Standard Chartered Group and any authority, regulator, or enforcement agency, policies (including the Standard Chartered Group's policies), good practice, government sanctions or embargoes, reporting requirements under financial transactions legislation, and demands or requests of any authority, regulator, tribunal, enforcement agency, and exchange body;
- for the prevention, detection, investigation and prosecution of crime in any jurisdiction (including, without limitation, money laundering, terrorism, fraud, government sanctions or embargoes, and other financial crime);
- to seek professional advice, including, in connection with any legal proceedings (including any prospective legal proceedings), for obtaining legal advice or for establishing, exercising or defending legal rights;
- Compliance with Standard Chartered Group's policies and procedures, and any legal, regulatory or business purposes; for surveillance of premises and ATMs.

## 25. SANCTIONS

Standard Chartered is committed to comply with economic sanctions that are imposed by relevant regulatory authorities. As such, we do not allow our products and services to be used directly or indirectly in countries that are subject to such sanctions, and will not



process transactions which involve these countries. Please note that you will not be able to contact us via phone banking, facsimile transmission, or emails, or access our website and online banking, and we will not be able to provide you with financial services if you are in these countries. We will also not process payment or trade transactions that involve these countries. Please refer to our website at <https://www.sc.com> for a current list of countries that are subject to economic sanctions.

## **26. Standard Chartered Titanium Credit Card - Terms and Conditions on Cash Back Reward**

The following terms and conditions shall govern the usage of Standard Chartered Titanium credit card. The information on applicable cash back categories, rates, and monthly cap are available on our website ([www.sc.com/bd](http://www.sc.com/bd)) and are subject to change at the discretion of Standard Chartered Bank (the 'bank') at any time. For more information, please contact any of our branches or call our 24-hour Client Care Centre at 02 8332272 or 16233 (from mobile).

1. Cash Back Reward is applicable only to the Titanium credit card (the 'card').
2. "Cash Back Reward" means a credit entry executed by the bank on the card account based on eligible transactions.
3. "Cash Back Percentage" means the percentage of the eligible transaction amount that would be given as "Cash back" which is subject to change at the discretion of the bank. However, the bank will notify the cardholder through SMS and email to cardholder's mobile number and email address registered with the bank before making any such changes. Please contact immediately at any of our branches or call our 24-hour Client Care Centre at 02 8332272 or 16233 (from mobile) in case you do not agree with any such notification.
4. "Eligible Transaction" means any retail transaction (not being cash withdrawal, cash advance, card cheque transaction, Instant loan, or any other category of transactions as may be decided from time to time by the bank at its sole discretion) belonging to the "Promoted Categories" which has successfully been posted on the card account and not charged back or reversed.
5. "Promoted Category" means a category of transactions promoted from time to time by the bank at its own discretion. The "promoted categories" will be decided on the basis of merchant category and merchant establishment code for the establishment where the purchase is made. The bank reserves the right to define whether a purchase meets the Cash Back Reward eligibility criteria or not.
6. Eligible transactions conducted by the supplementary cardholder shall also acquire Cash Back Rewards on the primary card account.
7. Returned purchases, disputed or unauthorized / fraudulent transactions, finance charges, card account fees and charged back transactions shall not be eligible for Cash Back Reward. The bank reserves the right to reverse any Cash Back Reward credited on such transactions.
8. Eligible transactions conducted overseas will also be eligible for the Cash Back Reward.
9. This Standard Chartered Titanium credit card - Terms and Conditions on Cash Back Reward shall be read in conjunction with the "Credit Card Terms and Conditions" and in case of any conflict between the credit card Terms and Conditions and this Standard Chartered Titanium credit card - Terms and Conditions on Cash Back Reward the later shall prevail.