



Saadiq Credit Card Application Form January 2020

LLID Number:		
Relationship Num	ber (If applicable):	
Source:		
BDO/RM Code:_		
Segment Code:	 Salaried (Salary account with SCB) Salaried (Salary account with Other Bank) Businessman 	 Self Employed Other



Here for good

Please note:

- You do not have to be a Standard Chartered Bank account holder to apply for a Credit Card
- Use CAPITAL LETTERS
- Tick boxes as appropriate and write N/A where not applicable for you
- · Countersign all overwritings or corrections you make
- Complete all sections of the application form. Incomplete application may be delayed or canceled
- Primary Card Applicant must be over 19 years of age
- Supplementary Card Applicant(s) must be at least 18 years of age

Required Documents

(For existing customers of Standard Chartered Bank, all of the following documents may not be required.)

- Enclose the following documents:
 - a) Photograph (2 copies)
 - b) Copy of National ID card (for Bangladeshi nationals) and copy of passport and valid work permit (for foreign nationals)
 - c) Personal Bank Statement as applicable
 - d) If salaried, latest original salary certificate/pay slip
 - e) If self-employed, copy of Trade License and personal/company bank statement for the last 12 months.
 - f) Copy of eTIN (Tax Identification Number) Certificate

Note: Our bank staff will guide you in case of any additional documentary requirements.

1 Select Card Turse - Your Card will have alekel users a	rivilogoo (ogoinetar		۱ <u> </u>	
1 Select Card Type - Your Card will have global usage p I want to apply for a: □ Saadiq Visa Platinum Card □ Saadiq V		our Travel Quota		
Currency: BDT 2 Please tell us about yourself				
Your full name (as in Passport/ID): Mr. Mrs. First	st name	Middle name	Last name	Alias
Date of birth: D D M M Y Y Y District of	birth:		Country of birth:	
Tax ID Number (eTIN):	Mobile No			
Your name, as you would like it on the card (leave one space between names, do not use title and nick name, with spaces	s maximum 19 characters al	lowed):		
Are you an existing customer of the B Yes (in that case please go to section Existing Account Number: Existing Card Number: Note: If you feel any of your existing ou update that accordingly replacing you No (please fill up the fields below)	n 5 directly)			e will
Father's name:				
Mother's name:				
Spouse's name				
Gender: 🗆 Male 🗆 Female Nationality: 🗆 Banglade	shi 🛛 Others (plea	se specify)		
Educational qualification:	e 🗆 Diploma 🗆 HS	C Other		
Marital status: Single Married If married, no. of d	ependents:			
ID Type: National ID Passport (For foreigner only)	Others			
□ ID No	🔄 🗆 ID issue	date:		
□ ID issue country:	ID expiry	date:		
3 About your residence				
Your Residential Status Owned Rented Company	provided 🗆 Family O	wned Other If	rented, rental per mont	h Tk
Residential address:				
	City:		Post code:	
Nearest landmark:				Month
Permanent address:				
District of permanent address:	Country of	permanent addre	ess:	
Your contact details: Office phone:			Ext. number:	
Residence phone:				
4 Occupation (with details)				
You are Salaried Student Self Employed Re	etired 🗆 Unemploy	ed 🗆 Homema	ker 🗆 Salaried (Con	troller/Owner/Director)
Company name:	No. of ye	ars with current of	organization:	
Designation: Depart	tment:		Employee no:	
Office address:				
Name of previous organization:		Phone:		
Total work experience in years:	Business es	stablished on (if s	elf employed):	M M Y Y Y
Nature of business:				
			address:	
Country of business address: Nearest			-	Post code:
Which one would you like to have your mailing address?	Residential Ad	dress	Address	
*Your Mobile Number and E-mail address is mandatory				

5 Details of other credit cards		
Card no.	Bank name	Credit limit Member since
	Bankhano	
1.		
2.		
6 About Your Other Bank Finance		
Bank name & branch Account no.	Installment amount (Tk.)	Outstanding amount (Tk.)
1		
2		
3		
7 Standing Instruction		
Yes, I would like to have my Account automatically debited each	month for payment of my credit card o	lues as follows:
*Monthly Payment % Minimum amount Due		
% of current balance		
Standard Chartered A/C no.		
Note: *If this is left blank, your account will be debited for the Minimum Amo	unt Due. Signature (1)	Signature (2) Joint Accountholder
*Conditions apply (as stated in Declaration)		
8 Mailing Instructions		
For Card delivery:		
Your Card will be delivered to your Residence address Office a Please be informed that if we are unable to deliver your Card at y		
Please mention your preferred branch:		
9 Card Cheque Application		
Please supply one (1) Cheque Book:		
Yes *Note: First Cheque Book of 10 leaves at free of cost		
10 Statement Delivery & Electronic Banking Services		
For Statement delivery & other correspondence (Please Tick)		
e-Statements: (e-mail	.)	
Paper Statement (the address would be the same as selected)	ed for card delivery)	
You will be automatically subscribed to our Electronic Banking Serv	ices, including eStatements, SMS Banl	king, Electronic Alerts and Online
Banking. You may use these Electronic Banking Services after activ		3,
If you do not wish to avail any of the Electronic Banking Services, p	lease check the relevant boxes below:	
eStatement SMS Banking Online Banking		
11 Declaration on CIB Undertaking		

I/We would like to authorise the Bank to retrieve my/our CIB report through CIB Online system based on the CIB undertaking provided with this application. This undertaking is valid until we inform the Bank to disregard this instruction. You are also authorised to search CIB report online as and when required by the Bank for the purpose of applied loan or credit card. Please note that for any change in personal information or directorship (where applicable), we will notify the bank in writing to update the CIB database and obtain fresh CIB report.

Your signature below is proof of having read the following:

I/We are applying to open a credit card account with your bank. All my/our account related & personal information are attached herewith. If required, I/we shall provide any additional information/documents at the request of the bank. If the credit card is granted, I shall solely operate the card account unless otherwise instructed.

I/We declare that the information provided in this Application Form is true, complete and accurate and I/We have not willfully withheld any material fact. I shall inform you of any changes thereto. I/We hereby authorise Standard Chartered Bank to verify any information pertaining to this Application Form whatever sources it may consider appropriate. I/We accept that Standard Chartered Bank is entitled in its absolute discretion to accept or reject this Application without assigning any reason whatsoever and that the Application and its supporting documents shall become part of the Bank's records and shall not be returned to me.I hereby acknowledge that I have read and understood the Terms & Conditions governing to Standard Chartered credit card (given in the last page of this Application Form) and agree to comply with them. By signing on and/or activating and/or retaining and/or using my Standard Chartered Credit Card, I'll be bound by the Credit Card Terms & Conditions. Upon approval of my Application I/We agree to pay the prevailing fees. Where requested, I authorise Standard Chartered Bank to issue Supplementary Card (s) for use on my account to the person (s) named who I undertake is or over 18 years of age, and is a resident of Bangladesh and I agree that you may provide information to him/her about the account. In consideration of the Bank agreeing to accept my request for sending my Credit Card monthly statements to my e-mail address in lieu of paper statements sent through courier service, I hereby agree that all statements (whether through e-Statements service or other means of transmission) sent by the Bank for my Credit Card shall be accepted and upheld by me as correct and authentic. I declare that I shall not raise any objection against the Bank on its agreeing the same and fully accept the risk and responsibility of statements transmitted by the bank. The Bank does not warrant against any external factors affecting the privacy and/or security of e mails during internet transmission. I also agree to keep the Bank indemnified against all actions, proceedings, liabilities and claims cases damages costs and expenses in relations to or arising out of so accepting my request by the Bank and transmission statements and information through e-mail. I assure the Bank that I shall inform it in writing of any change in my e-mail address or any request for discontinuation of this facility to Card Services, Standard Chartered Bank shall not be liable or responsible for data corruption, delay and/or interception of the information so given and the Bank reserves the right to update and vary such information from time to time and at any time. I hereby agree to indemnify the Bank against any loss, damage, liability or cost incurred by the Bank on account of any breach by me or the Supplementary Cardholder. I also understand that the Supplementary Card fees shall be billed in my statement and it shall be my primary responsibility to honour all charges incurred on the Supplementary Card. The continuation of the membership of the Supplementary Cardholders shall be dependent on the continuation of my membership, I assume full responsibility for complying with the provisions of the Foreign Exchange Regulation Act 1947, and rules, orders and directives issued there under. I understand this card can be used for Internet transactions in line with Bangladesh Bank regulations pertaining to Internet transactions which may change from time to time. I hereby declare that I/we agree to have my security items (viz. Contact Centre TIN, Card Cheque, Internet Banking PIN, Credit Card PIN and other security items) delivered to my mailing address and also understand that Card Cheque and Credit Card will be delivered in deactivated status for security reason.

I/We irrevocably authorise and permit the Standard Chartered Bank to disclose and furnish such information that it deems fit concerning my Application, my business, accounts held with the Bank or my relationship with the Bank to the Bank's associates, branches, assignees, agents or other parties. I also irrevocably authorise and permit the Bank to disclose information about my Application/account to any credit rating /reference agency, bank, financial institution, any government regulatory agency or to any one else when the Bank deems it is in its interest to do so. The Bank will immediately comply with disclosure of information to any authority under any law. The Bank shall have the right to check my credit standing at any times as and when the Bank may deem fit without reference to me.

Terms & Conditions of Standard Chartered Bank ('the Bank') for Cardholders availing the Card Cheque service:

In consideration of the Bank agreeing to accept my request for Card Cheque, the Bank may, in its absolute discretion, issue a Card Cheque book in my name or in the name of my Supplementary Cardholder(s). If a Card Cheque book is issued, I undertake to be fully responsible for its safe custody at all times and I will immediately notify the Bank if the Card Cheque book or any of the Card Cheques contained therein, is lost or stolen. I understand that the Bank may in its absolute discretion, accept from me any stop cheque instructions (either orally or in writing) in cases where I have lost the relevant Card Cheque or, in other circumstances in which it shall be allowed by the law and agreed by the Bank. Should the Bank accept any such instruction from me or from some other person purporting to be me, I hereby undertake to indemnify the Bank gainst any loss, damage, cost (including any legal cost) or demand incurred by it as a result of, or in connection therewith. I take full responsibility of ensuring availability of necessary credit limit in my Credit Card while issuing a Card Cheque. I also fully acknowledge, confirm and accept that the Card Cheque is subject to the laws of Bangladesh. I further acknowledge and confirm that I shall pay the fees and charges as determined by the Bank for return of Card Cheques where my Card Cheque has been returned due to unavailability of Oredit Limit

I acknowledge that activation of my Card Cheque book will constitute binding and conclusive evidence of my confirmation to be bound by these Terms and Conditions.

Disclosure Clause :

I/We hereby consent to Standard Chartered Bank Bangladesh (the "Bank"), its officers and agents disclosing information relating to me/us and my/our account(s) and/or dealing relationship(s) with the Bank, including but not limited to details of my/our facilities, any security taken, transactions undertaken and balances and positions with the Bank, to (i) the head office of the Bank, any of its subsidiaries or subsidiaries of its holding company, affiliates, representative and branch offices in any jurisdiction (the "Permitted Parties"); (ii) professional advisers and service providers of the Permitted Parties who are under a duty of confidentiality to the Permitted Parties; (iii) any actual or potential participant or sub participant in relation to any of the Bank's rights and/or obligations under any agreement between us, or assignee, novatee or transferee (or any agent or adviser of any of the foregoing); (iv) any rating agency, insurer or insurance/takaful broker of, or direct or indirect provider of credit protection to any Permitted Partie; (v) any court or tribunal or regulatory, supervisory, governmental or quasigovernmental authority with jurisdiction over the Permitted Parties

Primary Card Applicant Please attach a recent colour passport-size photograph in this box, write your name on the back of the photograph.

(Please do not staple)

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Signature as you would like on your Card (sign within white area, use black ink only)
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Primary Card Applicant's Signature

FOR DAILY S USE ONLY	
Card no.	
Credit Limit (in Taka)	
Date D D M M Y Y	
Promotion code (if any)	
BDO/RM Code	Comments by Source (if any)
Team Name	
Source	
Yes, I have Checked the completely filled up application & attached appropriate document as per requirement.	
Signature of the Source	

Supplementary Card Application	
Name of Supplementary Card Applic	nt: Mr. Mrs. Ms
Supplementary Card Applicant's nan (leave one space between names, do not maximum 19 characters allowed):	
Relationship with the Primary Card A	plicant: Spouse Parent Brother/Sister Child Other (please specify)
Date of birth: D D M M Y	Y Y District of birth: Country of birth:
	ng customer of the Bank?
	e please go to signature directly)
e e e e e e e e e e e e e e e e e e e	
Note: If you update that	feel any of your existing data is to be changed then please fill up the specific fields below & we will accordingly replacing your existing data already recorded with us for all Products.
□ No (please fill	p the fields below)
ather's name (of supplementary car	applicant):
Nother's Name (of supplementary ca	d applicant):
Spouse's name	
	tionality: 🗆 Bangladeshi 🗆 Others (please specify)
Occupation:	
	If married, no. of dependents:
D Type: National ID Passport	For foreigner only) Others
	□ ID issue date:
ID issue country:	□ ID expiry date:
	_ · _ · / · / · · · · · ·
	City: Post code:
vearest landmark:	No. of years at current address:Year Month
	Country of permanent address:
/our contact details: Office phone: _	Ext. number:
Residence phone:	Mobile No E-mail:
Vhich one would you like to have yo	r mailing address?
Your Mobile Number and E-mail address is man Nould you like to set up a spending l	
Vould you like to set up a spending l	^{tory} nit per billing cycle for your Supplementary Card? □ Yes □ No or% of the card limit. (Lower of the two will be applicable and will be rounded-off to the neares

SUPPLEMENTARY CARD APPLICANT DECLARATION

I, the Supplementary Card applicant, agree to be jointly and severally liable for all transactions processed by the use of the Card(s) applied for and issued by Standard Chartered Bank to the Primary Card applicant and/or myself, and to be bound by all the terms and conditions of the Bank's Credit Card Agreement which accompanies the Card.

Supplementary Card Applicant Please attach a recent colour passport-size photograph in this box, write your name on the back of the photograph. (Please do not staple)	Signature as you would like on your Card (sign within white area, use black ink only) Supplementary Card Applicant's Signature	Signature as you would like on your Card (sign within white area, use black ink only) Primary Card Applicant's Signature
	Date D D M M Y Y	Date D D M M Y Y

Saadiq Credit Card Agreement

INTRODUCTION

It is important that you read and understand the following Terms and Conditions governing the use of Standard Chartered Islamic 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 unauthorised transaction on your Standard Chartered 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 Islamic card is conditional upon the truthful completion of Banks Islamic 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. "Annual Fee" means the fixed fees which are payable by the Cardholder to the Bank on an annual basis in consideration, of allowing continued usage of the Card. Such fee shall be determined by the Bank at its sole discretion from time to time.
- "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.
- iii. "Bank" means Standard Chartered Bark and includes its successors and assignees.
- iv. "Standard Chartered Group" means each of Standard Chartered PI-C and its subsidiaries and affiliates (including each branch or representative office).
- "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
- vi. "Card Account" means the account opened by the Cardholder with the Bank for the purpose, of entering all credits and debits received or incurred under the Cards by the Primary Cardholder and the Supplementary Cardholder (if any) under the Terms and Conditions of this agreement.
- "Card" means, as appropriate, a MasterCard or VISA card issued by the Bank to the Cardholder and includes primary and supplementary cards (whether now, renewed or replaced).
- viii. "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 arty Supplementary Cardholder.
- ix. "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 recognised or made by the Cardholder, regardless of whether sales slip or cash advance or other voucher or form Is signed by the Cardholder.
- x. "Cash Advance" means any amount obtained by the use of the Card, the Card number or the PIN or in any manner recognised by the Cardholder from the bank or any other bank or financial institution for debit to the Card Account.
- xi. "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, the Annual Fee, the Maintenance Fee, all Card Transactions, fees, Charges, additional expenses, damages, legal costs and disbursements, which will be debited to the Card Account and form part of the Current Balance.
- xii. "Credit Limit" means the maximum debit balance (both aggregate and individual) permitted by the Bank for the Card Account for the Primary and the Supplementary Card, If any, and notified to the Primary Cardholder from to time and Includes any outstanding balance in Service Account.
- xiii. "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.
- xiv. "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.
- xv. "Domestic Transaction" means any card transaction made within the territorial Jurisdiction of Bangladesh and in Take.
- xvi. "Electronic Banking Terminal" means any recognised 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 recognised terminal or device connected to Standard Chattered electronic banking system from time to time.
- xvii. "International Transaction" means any Card Transaction made outside the territorial jurisdiction of Bangladesh while traveling and in any other lawful currency except Taka.
- xviii. "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.

- xix. "Minimum Amount Due" 1% of principal outstanding and full amount of any fees, charges and installment amounts (where applicable), subject to a minimum of Tk.500° or such other amount as determined by the Bank from time to time. Payment of Minimum Amount Due by the Payment Due Date will help avoid any late payment charges.
- xx. "Maintenance Fee" is the monthly maintenance fee prescribed by the Bank from time to time and arising from the continued usage of the Card and the benefits and privileges relating thereto. Such fee is payable by the Cardholder every month. The bank will have right to waive the maintenance fee at its sole discretion. The fee will only be charged, and appear in the card statement, in the month the bank decide not to waive the maintenance fee.
- xxi. "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.
- xxii. "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.
- xxiii. "Primary Card" means the Card which is issued in the name of the Primary Cardholder.
- xxiv. "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.
- xxv. "Security" means the Deposit.
- xxvi. "Statement of Account" means the Banks monthly or other periodic statements sent to the Cardholder showing particulars of the Current Balance payable to the Bank.
- xxvii. "Statement Period" means the monthly or other periodic intervals indicated in the Statement of Account.
- xxviii. "Service Account" means the non-interest and non-profit bearing account which is maintained by the Bank for the Cardholder, into which any amount of the Current Balance which is due and unpaid after the relevant Payment Due Date, is transferred from the Card Account.
- xxix. "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.
- xxx."Supplementary Cardholder" means the person who has been issued a Supplementary Card. Supplementary Cardholder shall be deemed as an agent of the Primary Cardholder.
- xxxi."Taka" means the lawful currency of the Government of Peoples' Republic of Bangladesh.
- xxxii."Travel Quota" means the foreign currency entitlement for Bangladeshi nationals traveling abroad as specified by Bangladesh Bank in Foreign Exchange Guideline.
- xxxiii."Over-limit Charge" is a charge levied once per Statement of Account if the Cardholder exceeds his Credit Limit.
- xxxiv. 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 on demand by the Bank or its, duly recognised agent in accordance with clause 8 of this Terms and Conditions.
- (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 disclose the PIN to any third party. 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 credit facility finance granted by the Bank subject to the terms and conditions of this Agreement and is available at the sole discretion of the Bank. Cardholder acknowledges that his/her obligation to make payment of the facility is immediate and on demand of the Bank and undertakes to make payment of the facility without any cavil or argument.
 - 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

(ii)

shall make the Card liable for immediate cancellation and any other appropriate action in accordance with law. The Cardholder will also be liable to dear 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 Global Travel Quota limits assigned for foreign 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 and further undertakes not to enter into purchases or transactions which may cause the aggregate' outstanding balance under all such purchases and transactions to exceed such Credit Limit.
- (vi) The Cardholder exceeds the Credit Limit In contravention of this provision, then the, Cardholder must pay the amount exceeding the Credit Limit in full, the Minimum Amount Due and a fixed over limit Charge. For the avoidance of doubt, any outstanding balance in the Service Account shelf constitute part of the Credit Limit.
- (vii) 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 authorise any Card Transaction. The Bank reserves the right not to allow International Transactions up to full Global Travel Quota limits assigned for foreign Countries so that the limits are not exceeded in the event of exchange rate fluctuations or any unauthorised transactions.
- (viii) Certain purchases of goods or services, such as alcohol, dealing in pork and pork related products, gambling, pornography or other illegal activities, are prohibited under the principles of the Islamic Shariah. It is the Cardholder responsibility to ensure that the Card is utilized for Card Transactions which are not contrary, offensive or repugnant to the principles of the Islamic Shariah. Even if the Cardholder uses the Card for making payment of such transaction or the Services the Bank may refuse to honour such transaction. The Bank holds the right to suspend and / or terminate the Credit Card Services in case of any breach in complying with this condition.
- (ix) All transactions effected in a currency other than Taka will be converted from the transaction currency into Taka at a rate selected by VISA 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 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.
- (x) 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.
- (xi) Balance Transfer Facility can be availed only once in the entire lifetime of the credit card. The cardholder undertakes that the transfer of balance on Islamic Credit Cards is to abide by the principles of Islamic Shariah.
- (xii) Should the Cardholder be away from Bangladesh for more than a month, the Card Account should be settled 7 days prior to departure.
- (xiii) If the Cardholder leaves Bangladesh to take 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.
- (vix) 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.

4. CASH ADVANCE

The Cardholder may obtain Cash Advances up to such amount as determined by the Bank from time to time at its sole discretion. Such Cash Advance is subject to availability of adequate credit. Unless and until the Bank states otherwise the Cardholder may obtain Cash Advances up to 50% of the Credit Limit Cardholder may obtain the Cash Advances 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 Bank will provide a PIN to be used in conjunction with the Card when affecting 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) In the event the Cardholder obtains any Cash Advance, a fixed transaction fee shall be payable on each Cash Advance and charged to the Card Account. Such shall be determined by the Bank from time to time at its sole discretion.

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 and the Current Balance described in the Statement of Account which is due in full and payable not later than the Payment Due Date.
- (iii) The Cardholder may choose not to settle the Current Balance in full, in which case the Cardholder must pay the Minimum Amount Due no later than the Payment Due Date. If the Current Balance is less than the Minimum Amount Due, then the entire Current Balance shall become 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 of Account's Minimum Amount Due.
- (iv) Any portion of the Current Balance remaining unpaid as at the Payment Due Date, shall, on the working day immediately following each Payment Due Date or at such later time as may be determined by the Bank in its sole discretion, be automatically transferred to the Service Account. The outstanding amount remaining In the Service Account at the end of each applicable Statement Period shall be taken into account in the calculation, and shall form part of the Current Balance payable by the Cardholder in the next subsequent Payment Due Date and shall be reflected in the next Statement of Account accordingly.
- (v) If the Cardholder fails to pay the Minimum Amount Due by the Payment Due Date, a late payment charge will be moved, calculated on the estimated direct costs which shall be incurred by the Bank as a result of such late payment. Any amounts of the late payment charges which is in excess of the actual direct costs incurred shall be donated to a charitable cause approved by the Bank's Shariah supervisory committee, / Shariah adviser.
- (vi) In consideration of the continued usage of the Card and the benefits and privileges relating thereto, the Cardholder shall, on each Payment Due Date, pay to the Bank a Monthly Maintenance Fee. However, the bank will have right to waive the maintenance fee at its sole discretion. The fee will only be charged, and appear in the monthly credit card statement, in the month the bank decides not to waive the maintenance fee.
- (vii) 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:
- All unpaid Government Tax (if applicable), Maintenance Fees, Annual Fees, other Charges, fees, Cash Advance fees, and other costs shown on any current Statement of Account.
- b. All legal and other enforcement costs and fees incurred by the Bank in the preservation and maintenance of its rights under these Terms and Conditions and the Security.
- c. The total previous balance of all unpaid Card Transactions shown on the current Statement of Account.
- d. All balances of the Service Account.
- e. The total current balance of all unpaid Card Transactions shown on the current Statement of Account.
- f. All fees, Cash Advances, Charges and Card Transactions riot yet shown on the current Statement of Account.
- (viii) The Bank shall be entitled at its sole discretion to vary the amount or method of calculation of the Annual Fees, Maintenance Fees, handling charges, additional charges, the specified Minimum Amount Due, and/or late payment charges or any other charges.
- (ix) The Bank reserves the right to introduce new charges subject to prior notice. In the event, the cardholder does not wish to be bound by the changes, then within 7 days, the cardholder should cut the card in half and return both halves to the bank and clause 8 should be operative. The revised Service and Price Guide would be sent across to the card holders one month prior to the application at these charges.
- (x) 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 Bark 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.
- (xi) 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.
- (xii) 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. Upon the occurrence of any of the events mentioned in this clause, the Bank shall be entitled to institute all legal and necessary other action to enforce its right under these Terms and Conditions and the Security in order to recover such sums which are due and unpaid from that Cardholder.
- (xiii) 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.
- (xiv) 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.

- (xv) 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.
- (xvi) The Bank may at any time demand that the Cardholder deposits an undated cheque and/or pledge cash collateral in favour 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 downed to have recognised 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.
- (xvii) 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 Banks 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.

- (xviii) 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 Bark in the investigation of such disputed Card Transaction. Without prejudice to the foregoing, the Cardholder shall immediately report to the Bark 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.
- (xix) If the Cardholder is traveling 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.
- (xx) The Bank will credit the Cardholder's Card account with the amount of any refund only upon receipt of a property issued credit voucher from the merchant establishment,
- (xxi) 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.
- (xxii) 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.
- (xxiii) 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.
- (xxiv) "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 payment 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 one 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 recognised 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 AND PIN

- (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 ft add 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 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 recognised by the Cardholder or not.
- (v) The Bank may at its absolute discretion issue a replacement for any lost or stolen Card or a new PIN 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 and all outstanding balances in the Service Account) 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 these Terms and Conditions.
- (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 tracts 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 severely 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 accountable for charges and other liabilities incurred by the Primary Cardholder and other Supplementary Cardholders (if any) after the Bank's receipt of the cut Supplementary Card.
- (iv) In-case the card holder does not abide by the Shariah principles valid in the Credit Card Terms & Conditions the Bank may recall all or any Card(s) and terminate its/their use with or without notice to the Cardholder
- (v) 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.
- (vi) 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 Bark due to any cause attributable to the Bank.
- (vii) 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.
- (viii) The Bank shall not be liable to refund the annual fee or any part thereof In case of the termination of the Card Account.
- (ix) 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, canceled 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 slow a Card transaction or refusing to extend or provide Cash Advances up to the Credit Limit & rall; Refusal of any Merchant or member institution of Visa/Master Card to honour or accept the Card or for any defeat 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;
- (ii) The malfunction of any ATM or disruption communication systems;
- 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 (vi) Any injury to the credit character and reputation of the Cardholder in and about the repossession 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 it 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 at 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 affecting the fund transfer;
- An order of court or any applicable law prohibits the Bank from executing the fund transfer instructions;
- (iii) 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 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/takaful 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 Bark or assignee, novatee of 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 requests for services or application for products with any member of the Standard Chartered Group;
- Anyone to 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, behold, processed, used or disclosed by such recipient in Bangladesh or another country, located in any prediction.

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 with notice combine and consolidate all or any account(s) held either individually or jointly, of the Cardholder with the Bank of whatever description and wherever 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 take or any other currency and may do so notwithstanding that the balances on such account(s) and the Cardholder hereby authorises the Bank to offset any such combination, consolidation, set off or transfer with the necessary conversion at the Bank's on-going exchange rates which shall be determine 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 piece and keep for such time as the Bank may think prudent any monies received, recovered or realized hereunder or under any other Security 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 instructions.
- (ii) The Cardholder authorises 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 the 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 shelf indemnify the Bank against any consequences, costs, expenses, 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/she shall not assign or transfer of no obligations herein to anyone else without prior consent in writing. Any such assignment and transfer without prior consent of the Bank shall be void and the Bank is under no obligation to recognise such assignment and transfer.
- (ix) Each of these Term 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 riot 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 aid 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.
- xiii) Any Statement of Account sign by an recognised person of the Bank shall be binding on the Cardholder in any proceedings without any cavil or argument and without need to provide any voucher.

19. VARIATION OF TERMS

(i) The Bank may from time to time change the term and conditions of this Agreement with 30 days prior notice to the Cardholder(s). Cardholder hereby authorises 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 in writing or by publication thereof. Such changes shall apply to all unpaid Government Term (if applicable) maintenance fees, 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 Bangladesh and the Cardholder hereby submits irrevocably to the exclusive jurisdiction of the courts of Bangladesh.

21. WAIVER OF INTEREST

The parties recognise and agree that the principle of the payment of profit is repugnant to Shariah principles and accordingly, to the extent that Law would, impose whether by contract or by statute any obligation to pay profit, the parties hereby irrevocably, unconditionally and expressly waive and reject any entitlement to recover profit from each other.

22. PRE-CONDITIONSTO 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.

23. ANTI-MONEY LAUNDERING, COUNTER TERRORISM FINANCING, SANCTIONS OR EMBARGOES:

To comply with " 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 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 indirect) 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 Treasure the United Nations, the European Union or any country); or
- Subject to clauses 13, 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 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 W out in this clause. This includes freezing funds. 'Preventing operation of a card account, refusing a request for kinds from the Cardholder, otherwise not allowing the Cardholder to use a product, or delaying or canceling 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.

24. 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 is 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.

25. USE OF INFORMATION:

The Bank or any member of the Standard Chartered Group may use Cardholder 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 accounts 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 for the aim of improving Bank 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 right Compliance with Standard Chartered Group's policies and procedures, and any legal, regulatory or business purposes; for surveillance of promises and ATMs.
- Compliance with Standard Chartered Group's policies and procedures, and any legal, regulatory or business purposes; for surveillance of premises and ATMs

26. 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 to are subject to economic sanctions.

Customer

Signature

UNDERTAKING

Annexure-Ka

Date:

To The Manager, Standard Chartered Bank 67 Gulshan Avenue Dhaka 1212

Subject: Provision of information on the ownership of companies and their bank liabilities.

Dear Sir,

I owner/partner/director/guarantor of
am applying for sanction/renewal/rescheduling of a finance in my own name/aforementioned company's name.
My father's name, Mother's name,
Husband's name, (in case of married woman)
Main (permanent) address: Street No/Village Street Name/PS/Upazila District
Postal code Date of Birth
District of Birth National ID Number
Other ID documents (Passport/Driving License/Nationality Certificate) Number ID issue date
ID issue country Company eTIN No.:
Personal eTIN No.:
for your kind consideration. The list of companies under the ownership of mine along with their bank liability status is given in the following table:

SL Name of the Company	Main	Additional	Whether the company is availing any finance or not						
	(Permanent) Address	(Business) Address	Ye	No					
	Address		Name of the bank/Fl	Name of the branch	No				

Apart from stated above, if any liability in my own name or my company's name is found. I will be bound to obey any decision made by the authority concerned relating to sanctioning/rescheduling of the finance applied for and I will be punishable by law providing this false or fabricated information.

Seal and Signature of the bank official who certified the customer

Customer's Signature Name: Name of the Borrowing Organization

*If required please attach additional sheet for related organization.

CREDIT CARD REFERENCE FORM

LLID	Applicant Name:	
Reference : 1		
Contact Number		
Office :	Residence:	Mobile:
Relationship With Applicant:		
Residence Address:		
Permanent Address:		
Profession (If applicable)		
Office Address:		
Department:		
Reference : 2		
Name of Referee:		
Contact Number:		
Office:		Mobile:
Permanent Address:		
Profession (If applicable):		
Office Address:		
Designation: Department:		
Emergency Contact Details		
Name:		
Contact Number:	Residence:	Mahila
Office:		Mobile:
Relationship With Applicant:		
Residence Address:		
Signature of Applicant		

AUTO BILLSPAY

(USE BLOCK LETTERS & CROSS OUT UNUSED SECTIONS)

Please Fill In The Required Section(s) Only

(*) indicates mandatory fields

Account No/Card No:											
Accountholder's/Cardholder's Name:											
Authorise & Agree		Signature: Card	holder/Prima	ary Acc	ountho	lder	Signat	ure: J	oint Ac	countl	holder
I hereby agree to the Terms and Conditions the Form and authorise Standard Chartered amount of the below selected company's b my Standard Chartered Bank Account/Cred subscriber's details provided in this form charged as and when it shall accrue and Chartered Account/Credit Card details for to the below company.	Bank to charge the tota ill and other dues agains dit Card, pertaining to the n. The amount shall be I also give my Standard										
	SR#										

A. Auto Billspay for Internet Service Provider (ISP)					
ISP Company Name (*)	Banglalion Link3				
Package Name (*)					
Internet Login ID (*)					
Beneficiary/Subscriber's Name (*)					
Subscriber's No. (If required)					

		[SR#									
B. Auto Billspay for Mobile Ph	one Bill											
Billing Cycle (*)	D	D	Μ	Μ								
Billing Type (*)	🗌 Local bill	🗌 Inte	ernatio	nal Ro	aming	g bill						
Mobile Company Name (*)	Airtel	Bangla	alink (Grar	neenp	phone	obi					
Mobile Number (*) (Please include Int. Direct Dialing Code i.e 880)												
Beneficiary/Subscriber's Name (*)												
Subscriber's No. (If required)												

	:	SR#							
C. Auto Billspay for Utilities									
Utility Company Name (*)		С							
Consumer ID (*)									
Any Previous Bill No. with CD (Check Digit) (*)									
Beneficiary/Subscriber's Name (*)									

		SR#							
D. Auto Billspay for Vehicle Tra	acking Services								
Vehicle Tracking Service	○ NITS								
Company Name (*)									
Customer ID (*)									
Beneficiary/Subscriber's Name (*)									

		SR#							
E. Auto Billspay for Academic	Institution								
Academic Institution Name (*)	☐ Scholastica								
Student's Name (*)									
Student's ID (*)									
Parent's Name (*)									

	SR#							
F. Auto Billspay for Clubs								
Club Name (*)	🗌 Dhaka Club 🗌 Chittago	ong Club						
Member's Name (*)								
Membership No (*)								

	SR#									
G. Auto Billspay De-enrolment										
ISP: Internet Login ID/ Subscriber's No.										
ISP: Company Name	 Banglalion 	Ο	Link3							
Mobile Bill: Mobile Number										
Mobile Bill: Company Name	Airtel	Ο	Banglalink	0 (Grameenph	one	Robi			
Utility: Customer ID										
Utility: Company Name	DESCO	Ο	DPDC							
Vehicle Tracking Services: Customer ID										
Vehicle Tracking Services: Company Name	O NITS									
Academic Institution: Student's ID										
Academic Institution: Company Name	SCHOLASTI	CA								
Club: Membership No										
Club: Company Name	DHAKA CLU	В		GONG	I CLUB				 	

It is mandatory to enclose a photocopy of (a) any previous bill of the selected billing company (i.e. DPDC, DESCO), (b) Student ID Card for the selected academic institution and (c) Membership ID Card for selected clubs along with this Autorization Form. Photocopy of bill is not required for Mobile Phone, Internet Service Provider and Vehicle Tracking Service categories. International Roaming is for Post Paid connections only.

For Bank Use Only

Received & Signature Verified by (Sign, Date & Stamp)

TERMS & CONDITIONS

Auto Billspay Authorisation Form must be sent directly to Standard Chartered Bank and not by facsimile. Photocopies of this Form may be used in case of applying for more than one bill, but the signatures on the Form must be original.

Standard Chartered Bank will accept payment through Auto Billspay only from Standard Chartered Accounts or Standard Chartered Credit Cards. In case of Credit Card, only the Primary Cardholder's Credit Card is acceptable. Auto Billspay instructions are accepted subject to verification of signature and availability of credit limit of the Credit Card. For Corporate customers, the authorised signatory can subscribe using the company's seal.

If, in the sole opinion of the Bank, the Account or the Credit Card has insufficient funds or credit limit (as the case may be), the Bank is not obliged to the Accountholder/Cardholder. However, in case of Credit Card, at the sole discretion of the Bank, the transaction may be temporarily accommodated along with traditional charges/penalties that are occrued in this regard. The billing company will advise the subscriber in case of non-payment.

Auto Billspay Authorization Form will be in effect from the following month after the Bank has received it. If the payment instruction date falls on a Friday or a Public Holiday, the same will be effective on the next banking day.

The Billing amount will be debited from the Account/Credit Card on the following working day after receiving the billing information from the Billing Company, irrespective of the last bill payment date mentioned on the bill.

In case of Mobile Phone Operators, the Billing Company may generate an interim bill at any time during the billing cycle or month and submit it to Standard Chartered Bank for payment. The objectives of generating an interim Bill are: (a) ensure the subscriber's outstanding dues to the Billing Company does not cross his/her mobile phones credit limit at any point in time, and (b) prevent any disruption in the service of the Mobile Phone.

The Bank shall not be liable for nonpayment of the bill by the Accountholder/Credit Cardholder in the event of breakdown of machinery or computer system, strike, lockout, war, terrorism, seize, act of god or any other reason beyond control of the Bank.

The Billing Company hereby agree to indemnify the Bank on full indemnity basis if the Bank suffers any loss or damage caused by the Accountholder/Credit Cardholder arising out of any mistake by the Billing Company in the bill.

Any queries, questions, comments etc. with regards to the Billing Company and the Billing amount will have to be taken up with the Billing Company through its appropriate authority and payments to the Bank with regard to the settlement of amounts paid in this regard are committed and not deferrable for any reason whatsoever. The transaction appearing on the Account Statement or the Credit Card Statement will be the proof of payment of the bill.

Under this Auto Billspay instruction, the Accountholder/Cardholder cannot dispute regarding the payment to the Billing Company debited from his/her Account/Credit Card. If any excess of or less than the correct bill is debited, the Accountholder/Cardholder will have to contact the Billing Company for clarification. Any type of refund from the Billing Company on account of Auto Billspay will be settled by the Billing Company to its subscriber.

Auto Billspay instruction shall remain in full force and effect until otherwise advised in writing by the Accountholder/Cardholder and shall be in effect from the following month. Any such amendments/ cancellations will not release the Accountholder/Cardholder from the liability to the Bank arising on account of the Bank having executed the instruction before receipt of such amendments/cancellations.

For Credit card, Auto Billspay instruction will remain valid till the expiry date of the Credit Card and will be deemed as renewed upon the renewal of the Credit Card.

Accountholder/Cardholder authorises the billing company to disclose their information to the bank for the purpose of Auto Billspay and agree to indemnify Billing Company on full indemnity basis if the Billing Company incurs any loss or damage for such disclosure.

The laws of Bangladesh govern these Terms and Conditions.

The Bank may revise and/or change any of the Terms & Conditions at any time including without limitation, the fees/charges leviable in respect of the Auto Billspay facility. Such changes shall be effective from the date specified by the Bank for such modification and will be notified to the Accountholder/Cardholder either in writing or by publication thereof.

This agreement will not prejudice the Terms & Conditions of your Account or Credit Card, as agreed between you and the Bank.

ELECTRONIC FUND TRANSFER AUTHORISATION FORM

(EFT Debit Entries to Pay Credit Card Bill Through BEFTN)

EFT Debit Entries: AUTHORISATION TO COLLECT CREDIT CARD BILL PAYMENTS THROUGH BEFTN

I/we hereby authorise Standard Chartered Bank, Bangladesh (Bank), to initiate debit entries on the terms and conditions of the Bank BEFTN Service Supplement to my account at the bank listed below, to collect the Credit Card Bill and to initiate the process within Five working days (maximum) prior to the payment due date, and if necessary, initiate adjustments for any transactions credited in error. This authority will remain in effect until the Bank is notified by me/us in writing to cancel it in such time as the Bank reasonable opportunity to act upon it, or until such discharge of amounts payable in connection with the credit card outstanding in the sole satisfaction of the Bank. I also authorise the Bank to verify my following Bank Account Statement to confirm the authenticity and I accept any delay in realizing the payment may cause because of not adequate time to complete the verification process before the payment due date.

Payment Bank Account No:	
Account Name:	
Account Type (Please tick) Current Savings	
Bank Name:	
Bank Branch:	
(Branch Name)	(District)
Bank Routing No: (Bank use only)	
Minimum Amount Due OR SI Percentage	%
Standard Chartered Credit Card Number:	
Customer Signature	
Name:	
Contact Number:	

BEFTN TERMS & CONDITIONS

1. INTRODUCTION

- 1.1 This BEFTN Terms and Conditions (the 'Terms') sets out the terms on which Bank will provide the Cardholder with BEFTN Service.
- 1.2 This BEFTN Terms forms part of the Terms and Conditions of Credit Card issued by the Bank and agreed by the Cardholder.
- 1.3 The Terms and Conditions of Credit Card as effective or applicable from time to time, are incorporated into this BEFTN Terms.
- 1.4 The Attachments mentioned in this BEFTN Terms shall be an integral part of the same.

2. DEFINITIONS AND INTERPRETATIONS

2.1 Definitions

"Bank" means Standard Chartered Bank, its successors and its assignees.

"Cardholder" means an individual having any Credit Card issued by the Bank and whose name is in a Card Account (more fully described in the Credit Card Terms and Conditions) Capitalised terms used but not defined in BEFTN Terms have the meanings set out in the Terms and Conditions of Credit Card or the BEFTN Rules.

"Attachments" means the schedules to and referred to in this BEFTN Terms.

"BEFTN Rules" means the Bangladesh Electronic Funds Transfer Network Operating Rules of the Payment Systems Division, Department of Currency Management and Payment Systems, Bangladesh Bank, dated 10 August 2010, as the same may be supplemented, amended or substituted from time to time.

"BEFTN Service" means Bank's service to initiate debit Entries for collection of payments by electronic fund transfers from Cardholder's (Receiver) Bank Account held with other Bank i.e. Receiving Bank (RB) by means of the BEFTN.

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"Rules and Laws" means rules, regulations and laws applicable to the BEFTN, Entries and BEFTN Service.

"BEFTN Terms" means the terms and conditions set out herein for BEFTN Service and its Attachments.

2.2 Interpretations

The rules for interpreting the Credit Card Terms and Conditions shall also apply to this BEFTN Terms

BEFTN SERVICE 3.

- 3.1 (a) This BEFTN Terms constitute the BEFTN Originator Agreement between Cardholder as the Originator and Bank as the Originating Bank (OB) for BEFTN Service.
 - (b) Bank may also act and perform as the Originator on behalf of the Cardholder upon receiving duly executed authorization from the Cardholder.
- 3.2 Cardholder will comply with all BEFTN Rules and Laws. Cardholder's specific obligations in this Terms shall in no way limit the foregoing undertaking.
- 3.3 It will be Bank's responsibility to ensure that the transmission of Entries and origination of BEFTN.transactions are in compliance with BEFTN Rules and Laws.
- 3.4 Bank will obtain written authorizations from the Cardholder for Entries in accordance with the BEFTN Rules, and shall retain the original or a copy thereof for no less than two (2) years following the termination or revocation of such authorization.

ENTRIES 4.

4.1 Attachments

- (a) All Entries will be transmitted in accordance with the processing schedule in Attachment A (Processing Schedule).
- (b) The amount of each Entry(s) sent by the Originator/authorised Originator (hereinafter referred to as 'Originator') shall not exceed the established limits in Attachment B (Exposure Limit). The Parties shall comply with the settlement procedures described in Attachment C (Settlement). (C)
- (d) Entries transmitted by the Bank will be reflected in the Cardholder's Credit Card Account statement.

4.2 Transmission of Entries

- (a) Bank as an OB will transmit the Entries initiated by the Originator into the BEFTN and with procedures provided for in this Terms and in the BEFTN Rules.
- (b) Originator will utilize OB's origination system using BEFTN format or such other format or medium as the parties may mutually agree upon for the transmittal of Entries to OB.

4.3 Rejection of Entries

(a) In the event that any Entries are rejected by the BEFTN System for any reason, it shall be Originator's responsibility to remake such entries. OB shall have no responsibility to reinitiate any returned entries until Originator remake such entries in accordance with the BEFTN Rules.

(b) OB shall have the right to reject any Entry that does not fully comply with the requirements of the Terms, which determination shall be made in OB's sole discretion. In addition, OB shall have the right to reject any Entry that is made while Originator is in default of any requirements of the Terms, including but not limited to the requirement to maintain an adequate account balance or line of credit in Cardholder's i.e. Receiver's Bank Account with RB.

4.4 Return of Entries

Bank will notify Cardholder of the receipt of any returned entry no later than one Business Day after the Business Day of such receipt. Originator may reinitiate any returned entry at its discretion, provided the reinitiating is in accordance with applicable sections of the BEFTN Rules and Cardholder has notified Bank about the availability of fund in Cardholder's Account with RB before such reinitiating takes place. Bank as an OB will not reinitiate any returned entries automatically.

4.5 Originator Error

If Bank discovers that any Entry initiated by it was made in error as an authorised Originator wherein Bank is in default, Bank will rectify the error within 24 hours of such discover. In such a case, Bank will utilize its best efforts to initiate an adjusting entry or stop processing of any "on_us" Entry. Should Bank be unable to stop the Entry from posting, or if it is too late to withdraw the item from the BEFTN System, Bank may initiate a reversal Entry to correct the faulty Entry, as provided for and abiding by the BEFTN Rules.

4.6 Originator Data Retention

Bank as an authorised Originator will retain data in accordance to BEFTN Rules.

LIMITATION OF LIABILITY 5.

5.1 In relation to BEFTN Services, Cardholder's liability for any claim of the Bank for any Losses provided under the Terms shall be the amount Cardholder owes to the Bank and the amount aid by the Bank to the BEFTN system operator or any other sub member pursuant to the BEFTN Rules or any applicable indemnity agreement.

5.2 Bank will not be liable for any failure or delay in transmission of an entry if such transmission would (1) result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to BEFTN Rules, (2) violate any risk control provisions applicable to the Bank, or (3) violate any Rules or Laws.

INCONSISTENCY 6.

If there is any inconsistency between:

- (a) this BEFTN Terms and the Application Form for the BEFTN Service, this BEFTN Terms shall prevail;
- (b) this BEFTN Terms and any of the Attachments, the relevant Attachment shall prevail; and
- (c) this BEFTN Terms and the Credit Card Terms and Conditions, the later one shall prevail.

Attachment A

(Processing Schedule)

Cardholder must execute and provide an authorization in favour of the Bank to initiate debit/credit entries from Cardholder's i.e. Receiver's Bank Account held with another bank i.e. RB for regular and smooth collection and Payment of Cardholder's Credit Card Bill generated by the bank.

Attachment B

(Exposure Limit)

In its authorization Cardholder will confirm and fix the ratio of its monthly Credit Card bill which Bank will collect through BEFTN system for payment of the same. However, such ratio shall be either equal or more than the minimum payment amount.

Attachment C

(Settlement)

Cardholder will promptly provide immediately available funds to indemnify the Bank if any debit entries are rejected after Bank has adjusted Cardholder's Credit Card Bill with the received fund from the RB through BEFTN.

Branch/Booth Directory

Dhaka

Gulshan Branch 67 Gulshan Avenue

Gulshan North Branch

Gulshan Centre Point House 23 - 26, Road 90, Gulshan - 2

Islamic Banking Centre Gulshan Centre Point House 23 - 26, Boad 90

House 23 - 26, Road 90, Gulshan - 2

Banani Booth 14 Kemal Ataturk Avenue, Banani

Bashundhara Booth Haveily Center (GF), Ka-11/2/A,

Jagannathpur, Bashundhara Road, Dhaka.

Dhanmondi Road 5 Branch House 6, Road 5, Dhanmondi R/A

Satmasjid Road Branch

Level 2, Taj Lily Green, Plot 51 Satmasjid Road, Dhanmondi Dhaka 1205

Kakrail Booth

Karnaphuli Garden City, 109 Kakrail Road

Kawran Bazar Branch 53 Kawran Bazar

Sonargaon Booth L101 Pan Pacific Sonargaon Hotel, 107 Kazi Nazrul Islam Avenue

InterContinental Booth InterContinental Dhaka Annex Building, 1 Minto Road, Ramna Motijheel Branch Alico Building, 18-20 Motijheel C/A

Chawk Bazar Branch 12 Water Works Road, Dalpatty, Chawkbazar

Mirpur Branch Dynasty Tower, Plot 01, Road 12, Block G, Section 6, Pallabi, Mirpur

Uttara Branch Update Tower, Shahajalal Avenue Plot-1, Sector 6, Uttara

Savar Branch Dhaka Export Processing Zone, Zone Service Complex

Narayanganj

Narayanganj Branch 26 Shaista Khan Road (near Narayanganj Club)

Chattogram

Chattogram Main Branch Sheikh Mujib Road, Agrabad

Karnaphuli EPZ Branch

Mohajan Golden Tower, 98/A, Mohajan Ghata, Karnaphuli EPZ Gate, Patenga Road, Chattogram

Nasirabad Branch

1 Shahid Abdul Halim Road East Nasirabad

CEPZ Branch

Zone Service Building Chattogram Export Processing Zone Free Port Road Ward 39, Chattogram City Corporation P.S. Bandar, Chattogram

Bogura

Bogura Branch Shatani House, Sherpur Road

Khulna

Khulna Branch Jibon Bima Bhaban, KDA Avenue

Sylhet

Sylhet Branch 7 Noya Sharak, Jail Road, Ward-16

Call our 24-hour Client Care Centre at 8332272 or 16233 (from mobile) or visit your nearest Standard Chartered branch.