

Terms and Conditions for NBL Cards

1. In these terms and conditions

- a) "The Bank" means National Bank Ltd. (NBL) and its successors and assigns. b) "The Card" means valid "NBL MasterCard/VISA Card" issued to a Cardholder to avail of services and/or to purchase and/or to draw cash on credit by properly presenting the same at the notified Member Establishments/Banks. The card will be of three types: i) Local Card ii) International Card iii) Dual Card:
 - i. "Local Card" will be valid for Bangladesh only. The Cardholder will be billed in valid Bangladeshi Taka.
 - ii. "International Card" will be valid throughout the world. The Cardholder will be billed in US Dollar.
 - iii. Dual card will be valid of home & abroad throughout the world. The cardholder will be billed in valid bangladeshi taka for local use and in US Dollar for international use.
 - iv. The Cardholder may avail any of the Cards subject to fulfillment of necessary requirements/criteria.
 - c) "Member Establishment" means the authorised establishment with which the authorised member of the "MasterCard Worldwide/VISA International" has entered into agreements for honouring the "NBL MasterCard/VISA Card" on proper presentation.
 - d) "Corporate Member" means the company or the firm, mentioned in the application form, which has been admitted as a member of "NBL MasterCard/VISA Card" scheme and under whose instruction the Card(s) will be issued to its Director(s) and /or personnel as the case may be and such Corporate Member has guaranteed to honour the bills of such Cardholder(s) on presentation.
 - e) "Cardholder" means an individual, mentioned in this application form, to whom and whose use the Card has been issued at his/her request or at the request of corporate members as the case may be.
 - f) "Card Account" means an account maintained by the Bank in the name of the cardholder and/or Corporate Member and entires made thereon, in the absence of manifest error shall construe valid and genuine.
2. a) The "NBL MasterCard/VISA Card" is the property of the Bank at all times.
 - b) It is non-transferable.
 - c) On receipt of the Card, the Cardholder shall sign with ball pen on the reverse of "NBL MasterCard/VISA Card" in the space provided for, as per his/her signature appearing in the application form for "NBL MasterCard/VISA Card" membership. In case the unsigned Card is lost/stolen/misplaced, Corporate member and/or the Cardholder will be jointly and severally liable for all charges incurred on it.
 - d) The Bank reserves the right to seize/cancel the card so issued to any Cardholder, if found at a later date, the information submitted by such Corporate Member and/or the Cardholder is false and/or he/she is misusing the Card.
 - e) Every "NBL MasterCard/VISA Card" Corporate Member and/or Cardholder shall furnish to the Bank, data concerning the up-to-date financial position of the Cardholder whenever called upon by the Bank. If the data is not furnished when called for, the Bank, at its own discretion, may refuse renewal of the Card or cancel the Card forthwith.

f) Upon termination and/or determination of membership of "NBL MasterCard/VISA Card" for any reason whatsoever, the card shall be returned to the Card Division of the Bank within 7 days from the date of receipt of notice thereto, against a proper receipt and notwithstanding such termination and/or determination of the Corporate Member and/or the Cardholder shall jointly and/or severally remain liable to pay all dues to the Bank arising out of and in connection with issue and utilisation of the Cards for the period from its/their issue/renewal till surrender.

- g) The Bank reserves the right to renew the membership entirely at its own discretion and can refuse the same without assigning any reason whatsoever.
- h) If a Corporate Member ceases to be a member of "NBL MasterCard/VISA Card" scheme for any reason or in the event of insolvency or liquidation of the Corporate member, the membership of all the Cardholder(s) stand(s) cancelled forthwith.
- i) If Corporate Member on whose request the "NBL MasterCard/VISA Card(s)" is/are issued to Cardholder(s) relations with such Cardholder(s), the Card(s) so issued must be surrendered by the Corporate Member and/or such Cardholder(s) to Card Division of the Bank. For this action the Corporate Member and the Cardholder(s) will be jointly and severally responsible. Corporate member shall be responsible for payment of the bills arising out of use of the Card(s) by Cardholder who have left the Corporate Member but till such time the Card(s) is/are surrendered/cancelled. The Bank reserves the right to withdraw the privileges attached to the "NBL MasterCard/VISA Card" at any time and to call upon the Corporate Member and/or the Cardholder(s) to surrender the Card(s) to the Bank or any other representative of the Bank without assigning any reason whatsoever.
- k) Use of the Card after notice of withdrawal of the privileges is fraudulent and may subject the Corporate Member and/or the Cardholder(s) to legal action by the Bank.
- l) The Corporate Member and/or Cardholders shall pay all costs of collection of dues/legal expenses and decretal amounts with interest, should it become necessary to refer the matter to any agency or to legal resource to enforce payment.
- m) Unless otherwise renewed, this agreement and the Card issued under this, will expire on the expiry date mentioned on the Card.
3. a) If the Card is lost/stolen, the Cardholder or the Corporate Member shall immediately inform the Card Division of the Bank by phone/telex/fax of its loss.
- b) Any charges regarding communicating the information of lost Card through Warning Bulletin or other media, should be borne by the Cardholder.
- c) For issuance of a duplicate Card, the fee fixed by the Bank from time to time shall be charged. Such issuance may be made by the Bank on payment of outstanding balance in Card account on completion of all formalities and/or receiving lost Card report in the prescribed format from the Cardholder/Corporate Member.
4. a) Subject to proper presentation of the Card at the Member Establishments, it will be honoured.
- b) The Bank will not be liable for any action in the event Member Establishment is unable to honour the Card(s). Member Establishments may not honour the Card(s) when conducting a reduction or discount sale.

c) The Bank is not responsible for any defective merchandise purchased or services availed of by the Cardholder and any claim or dispute with the Member Establishment will be Cardholder's direct responsibility to deal with establishment, but this does not relieve the Corporate Member/Cardholder of its/his obligation to pay all dues to the Bank in respect of utilization of the Card.

- d) As debit and credit transactions are two separate transactions, the Corporate Member/Cardholder(s) shall have to pay charge incurred on purchase of Air-ticket(s) when billed although the Air-ticket (s) have subsequently been cancelled by them. The Bank will credit to the Cardholder's Account the amount of cancelled ticket(s) less cancellation charges and also the Bank's service charges as and when received from the ticketing agency.
- e) The Bank will levy service charges as decided from time to time for special services rendered to Cardholders.
- f) The Cardholder is obliged not to use the Card for purposes other than the ones authorized by the Corporate Member. This is very important, especially in the case of International Card. However, Corporate Member is fully responsible for all charges incurred by the Cardholder(s) against his/her Card.
- g) Purchase made on the Card shall remain the property of the Bank till such time the charges/bills pertaining thereto are paid by the Cardholder/Corporate Member.
- h) Any charge slip signed by the Cardholder shall be conclusive proof of the charges recorded therein as incurred by the Cardholder himself and/or Corporate Member.
- i) The Cardholder is responsible for collecting the bills and copies of the charge slips signed by him/her from the Member Establishment. The Bank will not provide any copy of the charge slips.
- j) Member Establishment may, for certain transactions, request Cardholder's kind co-operation and time, as they may have to seek authorization of those transactions from the Bank. This is introduced as a safeguard in the interest of the Cardholders.
5. a) All charge slips and cash advance vouchers signed by the Cardholder in respect of the use of Card will be charged by the Bank to the account of cardholder or the Corporate Member's Bank account maintained at any of the branches of the Bank on any day from the date the Bank receives charge slips or debit information. The Cardholder/Corporate Member agrees to pay the amount shown due in the statement or at the date stipulated in the statement for payment whichever is earlier at the notified address of the Bank failing which a finance surcharge fixed by the Bank from time to time, will be levied. If payment is not received by the Bank in time, the Card to be cancelled/suspended at the Bank's own discretion.
- b) In the event of cancellation/suspension of the Card Bank shall have right to exercise lien on all/any account(s) of the Cardholder maintained with any of the branches of the Bank and shall further right to set off any amount or transfer any sum or sums towards adjustment of the Cardholder's outstanding liabilities with the Bank on account of the card not limiting Bank's right to take legal action against the Cardholder. Further the Cardholder irrevocably authorized the Bank with unfettered right to foreclose any existing mortgage already created by the Cardholder in favour of Bank security for adjustment of any outstanding liabilities on account of the Card and also give irrevocable right and authority to exercise lien on any or all FDR etc. kept by the Cardholder with the

Bank in connection with any other loan and encash the same in adjusting any liability under the Card, even if any other loan against which the security or securities is/are being kept is/are fully adjusted.

- c) All cash advances and other special services e.g. Airlines refund, communication service, purchase of petrol etc. availed by the Cardholder may attract service charge.
- d) It shall be the sole responsibility of the Cardholder/Corporate Member to collect account statement and advice from the Bank. The Bank may provide a copy of statement on payment of service charge fixed by the Bank from time to time.
- e) Every Cardholder is assigned a certain limit for the use of his/her Card. A Cardholder should not exceed the limit so assigned to him/her. In case the limit is exceeded frequently, the same may result cancellation of the Card at the Bank's own discretion and /or attract a service charge fixed by the Bank.
6. a) The Cardholder agrees to pay all the charge and interest levied by the Bank including MasterCard/VISA Card Mark-up as well as NBL Mark-up on transactions made by the Cardholder.
- b) The membership renewal fee shall be debited from the Card account in advance in case of auto renewal.
- c) Every fee and service charges shall be debited to Card Account.
- d) The joining fee/annual membership fee/renewal fee paid shall not be refunded under any circumstances.
- e) If Corporate Members feel that Card of particular Cardholder should not be renewed, the Corporate Member should inform the Bank 60 days prior to such renewal date.
7. The Bank reserves the right to add or alter and/or amend at its convenience these terms and conditions including fees and service charge without giving any prior notice, which shall be binding on the Corporate Member/Cardholder.
8. All disputes are subject to the jurisdiction of courts in Bangladesh only.
9. In case of International Card, the Cardholder/Corporate Member must follow the Foreign Currency Rules and Regulations imposed by Bangladesh Bank. Respective Cardholder/Corporate Member is liable for any kind of violation of the Foreign Currency Rules and Regulations of Bangladesh Bank. It will be the responsibility of Corporate Member/Cardholder to follow the Foreign Currency Rules and Regulations of Bangladesh Bank.
10. In case of any act of God, war, riots, civil disturbances, changes of law over which the Bank has no control and when any of such cases result in an impossibility for the Bank to perform this agreement, the Bank may terminate this agreement before its expiry without assigning any reasons whatsoever.
11. Do not let anybody know your credit card number and PIN of the card. As both the card and the PIN are required to withdraw cash, the Bank will not be responsible for any misuse of your card in the ATM.