

Meghna Credit Cards - Terms & Conditions

INTRODUCTION

IMPORTANT! Before YOU use YOUR Meghna Bank PLC.'s (hereinafter referred to as "MGB PLC" or "the Bank") Credit Card, please read these Terms and Conditions (hereinafter referred to as terms and conditions/T&C) carefully. By using (which includes activating) your MGB PLC Credit Card, YOU (the Customer) acknowledge and confirm to have accepted the T&C and be bound by them. We request you to read and understand the following terms and conditions governing the use of MGB PLC Credit Card. If you do not understand any of them, please do not hesitate to contact us. Our staff at the Card department will be happy to assist you. By signing and/or, activating 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 illicit transaction on your MGB PLC Credit Card account(s) and how you can gain the maximum benefit from the services we offer.

1. DEFINITIONS

- 1.1** MGB PLC means Meghna Bank Private Limited Company.
- 1.2** ATM means an Automated Teller Machine or any Card operated machine or device, whether belonging to MGB PLC or other participating banks, or financial institutions nominated from time to time by MGB PLC, which accepts Cards.
- 1.3** Card Account means the credit card account opened by the Bank for the purpose of entering all credits received and debits incurred by the Cardholder under these Terms and Conditions.
- 1.4** Card Account Statement means a statement or statements prepared/sent by MGB PLC to the Principal Cardholder which contain(s) the detailed transactions/Charges of the principal and the supplementary Cardholder during the statement period.
- 1.5** Card means, as appropriate, a VISA credit card, or any other card/cards to be issued by the Bank which includes the Primary Card and any Supplementary Card. When the context requires, the term shall also mean the numbers indicated on the Card.
- 1.6** Card Transaction means the purchase of goods and/or services, and/or cash advance availed or obtained through the use of card account number or the PIN of a card. If the card is used by someone else other than the Cardholder or Supplementary Cardholder with or without permission or consent or signature of the aforesaid Cardholders, in case of that transaction all the liabilities will be put into the Principal Cardholder's card account, and which he/she has to settle while paying the bills.
- 1.7** 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 the Primary and any Supplementary Cardholder.
- 1.8** Cash Advance means any amount obtained by the use of the Card, the Card number or the PIN or in any manner authorized by the Cardholder from MGB PLC or any other bank or financial institution for debit to the Card Account.
- 1.9** Charges means the amounts payable by the Cardholder under these Terms and Conditions. The term includes without limitation, any amount from the use of the Card or PIN for all Card Transactions, interests, fees, additional expenses, damages, legal costs and disbursements, and other non-refundable fees and applicable charges.
- 1.10** Credit Limit means the maximum debit balance permitted by the Bank for the Card Account for the Primary Cardholder and any Supplementary Cardholder. The Bank reserves the right to increase or decrease the Credit Limit upon verbal or written notice to the Cardholder.
- 1.11** Current Outstanding 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 MGB PLC according to MGB PLC's records on the date the Statement of Account is issued.
- 1.12** Merchant means any natural or juridical person or other establishments supplying goods and/or services, who accept the Card as a mode of payment or reservation by the Cardholder.
- 1.13** Minimum Amount Due is 5% of the outstanding amount due or BDT 500, whichever is higher.
- 1.14** Over-limit Charge is a charge levied once per statement, if the Cardholder exceeds his Credit Limit.
- 1.15** Overpayment means payment by the Cardholder in excess of the Current Balance.
- 1.16** Payment Due Date means the date specified in the Statement of Account by which date payment of the Outstanding Balance or any part thereof or the Minimum Amount Due is to be paid to the Bank. Any overdue/over limit amount needs to be paid immediately.
- 1.17** PIN means the Personal Identification Number issued to the Cardholder to enable the Cardholder to use the Card through an ATM or by any manner authorized by MGB PLC.
- 1.18** Primary Cardholder means a Cardholder for whom the Card Account was first opened by the Bank other than a Supplementary Cardholder.
- 1.19** Statement Balance means the total debit balance (inclusive of all Charges) outstanding on the Card Account payable to the Bank according to the Bank's records as of the date of the Statement of Account.
- 1.20** Statement of Account means the Bank's monthly or other periodic statement sent to the Cardholder showing details of the Statement Balance.
- 1.21** Supplementary Card means the Card issued to a Supplementary Cardholder.
- 1.22** Supplementary Cardholder means a person nominated by the Primary Cardholder and approved by the Bank for a Supplementary Card.

2. THE CARD

- 2.1** The Card is and will be, at all times, the property of MGB PLC and must be surrendered to MGB PLC immediately upon request by MGB PLC or its duly authorized agent.
- 2.2** The Card may be collected by the Cardholder or sent by post or courier to the address notified to MGB PLC by the Cardholder at the risk of the Cardholder.
- 2.3** Upon receipt of the Card, the Cardholder shall sign the Card immediately and such signature and/or activation and/or the use of the Card will comprise 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(s) for the purpose.
- 2.4** In the event the Cardholder does not wish to be bound by these Terms and Conditions, the Cardholder shall cut the Card into two halves and return both halves to MGB PLC.
- 2.5** The Card is not transferable and will be used exclusively by the Cardholder and its usage is subject to the terms mentioned herein and any additional conditions stipulated by the Bank from time to time. The Cardholder under no circumstances whatsoever will allow the Card and/or PIN and/or CVC/CCV and/or OTP to be used by any other individual. The Bank shall not be held liable for any misdemeanors or fraudulent activities following such sharing or negligence disclosure of the PIN The Cardholder as security may not pledge the Card for any purpose whatsoever.
- 2.6** Neither the Bank nor its representatives are liable or responsible for any embarrassment or loss of prestige that may arise out of this action. You also authorize/permit the Bank to disclose information about your Card Account to any credit rating/reference agency, bank, financial institution, leasing company, any government regulatory agency or to anyone else when the Bank feels it is in its interests to do so. Disclosure of such information to any authority under any law will be immediately complied with by the Bank.

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- 2.7 The Cardholder shall at all times ensure that the Card is kept at a safe place and will ensure and exercise every possible measure to prevent the Card from being lost or stolen.

3. SUPPLEMENTARY CARD

- 3.1 The Bank may in its absolute discretion issue a Supplementary Card to a person nominated by the Cardholder and approved by the Bank. The Supplementary Card shall be subject to these Terms and Conditions and any further terms which the Bank may deem necessary.
- 3.2 The Cardholder shall cause the Supplementary Cardholder to abide by the rules set by the Bank for the use of the Supplementary Card.
- 3.3 The Credit Limit assigned to the Primary Cardholder is inclusive of the Credit Limit of the Supplementary Cardholder. The Primary Cardholder and the Supplementary Cardholder shall not permit the total Charges incurred through their respective Cards to exceed the Credit Limit.
- 3.4 The validity of the Supplementary Card is dependent on the validity of the Primary Card. The termination of the Supplementary Card for whatever reason shall not terminate the Primary Card or the Primary Cardholder's obligations to the Bank under these Terms and Conditions.
- 3.5 The undertakings, liabilities and the obligations of the Primary Cardholder to the Bank and the Bank's rights herein shall not be affected in any way by any dispute or counterclaim the Primary Cardholder and the Supplementary Cardholder may have against each other.
- 3.6 The Primary Cardholder shall indemnify the Bank against any loss, damage, liability, costs and expenses whether legal or otherwise incurred by the Bank by reason of any legal disability or incapacity of the Supplementary Cardholder or any breach of these Terms and Conditions by the Supplementary Cardholder.

4. USE OF THE CARD

- 4.1 The Card may be used for Card Transactions:
- Within the Credit Limit, and
 - Until the expiry date embossed on its face.
- 4.2 If the Cardholder loses or damages his Card or requires renewal, replacement or additional Cards, the Bank may, at its discretion issue such Cards as the Cardholder may request.
- 4.3 The Cardholder undertakes to act in good faith at all times in relation to all dealings with the Bank.
- 4.4 Notwithstanding any provisions to the contrary in these Terms and Conditions, the Bank shall be entitled to, at any time, without notice, for any cause (without obligation to disclose the reason therefore) and without liability towards the Cardholder, withdraw and restrict the Cardholder's right to use the Card or refuse to authorize any further Card Transactions.
- 4.5 The Cardholder shall undertake to not exceed the Credit Limit unless prior approval is obtained by the Cardholder from the Bank. Over limit fees will be charged as per billing cycle if the Cardholder's balance exceeds the assigned Credit Limit. Furthermore, any amount that exceeds the Credit Limit shall be paid in full. The balance may include all purchases (retail or installment), cash advances, fees and other charges.
- 4.6 The Cardholder(s) may use an International Credit Card overseas if they comply with exchange controls and other applicable laws of Bangladesh and after proper endorsement of the passport by the Bank. Use of the card outside Bangladesh without proper endorsement will subject the cardholder to immediate cancellation of the card and any other appropriate legal action. Participating in illegitimate online payments abroad such as online casino/gambling, trading in forex stock exchanges, purchase of crypto currencies/lottery ticket, purchase of goods/services originated in Bangladesh etc., through international card are strictly prohibited and are punishable offences by law. If an authority requires, or the Bank is otherwise required by law or pursuant to agreements with any regulator or any authority, 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 and the Bank may decline to issue such a credit card for the applicant.
- 4.7 VISA Cards overseas transactions are subject to a reimbursement charge representing the Charge imposed by VISA International on the Bank, overseas transactions are subject to a charge imposed by VISA Card International directly on Card members respectively. Such transactions are also 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 fluctuations.

5. CASH ADVANCE

- 5.1 Subject to the Bank's discretion and the applicable Cash Advance limit, the Primary Cardholder may use the Primary Card or the Supplementary Card to get Cash Advances by using the Card at any Bank or affiliate ATM. This is subject to the applicable daily withdrawal limit of the relevant ATM.
- 5.2 The Primary Cardholder shall use the corresponding PIN when effecting a transaction through a Bank or affiliate ATM. The Primary Cardholder shall not disclose any of his PINs to any other person.
- 5.3 The Bank's record of any transaction effected via the corresponding PIN shall be binding on the Primary Cardholder who shall be exclusively liable for the same.
- 5.4 Interest shall be due on each Cash Advance from the date of the advance until date of repayment in full (including other unbilled charges). In addition to this, a fixed transaction fee (as per schedule of charge) will be levied on each Cash Advance and charged to the Card Account. The interest rate and the amount of the transaction fee shall be determined and may from time to time be modified by the Bank.

6. CREDIT LIMIT

MGB PLC may sanction any credit limit which is to be treated as the maximum credit available to the Cardholder, and which can be accessed at any one time, for the facilities hereof and may terminate or modify or vary such facilities without notice i.e., MGB PLC will have absolute discretionary power in authorizing credit limit. The limit imposed for Cash Advances shall be part of the credit limit.

7. CHARGES TO CARD ACCOUNT

MGB PLC can impose "Fees and Service charges" and debit the card account without notifying the Cardholder and therefore it may exceed credit limit of the Cardholder for which MGB PLC will not be liable. For existing fees and service charges, one may contact the Card Division at MGB PLC's Corporate Office or any branch(es) of MGB PLC.

8. LOSS OF CARD OR PIN

- 8.1 The Bank shall issue a Primary Card and Supplementary Card PINs for the Primary Cardholder to use at any Bank or affiliate ATM. The Primary Cardholder agrees that the PINs may be sent by post or courier at the Cardholder's risk.

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- 8.2** The Cardholder shall be fully liable for all Card Transactions effected via the corresponding PIN, as such Card Transactions are deemed effected by or on behalf of the Cardholder. The Cardholder shall also be held liable for any failure by him/herself or any Supplementary Cardholder to comply with the terms of our banking agreement.
- 8.3** The Cardholder shall use all reasonable precautions to prevent the loss or theft of the Card, and shall not disclose any PIN to any person.
- 8.4** In the event that the Card is lost or stolen or any PIN is disclosed to any other person, the Cardholder shall immediately notify the Bank of the loss, theft or disclosure together with particulars thereof. The Cardholder shall also notify the Police or equivalent authority of the country or jurisdiction where such loss or theft or disclosure occurred. Any transaction(s) incurred prior to proper report of the loss, theft or disclosure shall be for the Cardholder's account.
- 8.5** The Cardholder shall remain fully liable to the Bank for any and all debits to the Card Account arising from any Card Transactions, Cash Advances or ATM transactions effected through the use of the Card by any person whether the same be with or without the knowledge of or authority from the Cardholder.
- 8.6** The Bank may in its absolute discretion issue a replacement for any lost or stolen Card, subject to a card replacement fee for each Card replaced, or a new PIN for the relevant Card, all on such terms and conditions as the Bank may deem fit.
- 8.7** In the event that the lost or stolen Card is recovered by the Cardholder, he shall immediately cut it in half and return it to the Bank without using it. The Cardholder shall not use the PIN after the Cardholder has reported to the Bank such PIN's disclosure to another person.

9. PAYMENT

- 9.1** Details of all fees and charges referred to in this section are listed in the Schedule of Charges. This Schedule of Charges may be amended from time to time, usually by serving a notice in advance to the Cardholder.
- 9.2** The Cardholder agrees to pay MGB PLC upon the request of MGB PLC an annual fee as prescribed by MGB PLC for the Card when issued or renewed and an annual fee prescribed by MGB PLC for each Supplementary Card when issued or renewed.
- 9.3** The Cardholder agrees to pay the total amount of all charges described as the Current Balance specified in the Statement of Account which is due in full and payable not later than the date specified on the Statement of Account, and the Cardholder shall incur no financial charge (excluding Cash Advance) if the payment of the Current Balance is received by MGB PLC on or before the Payment Due Date.
- 9.4** The Cardholder may choose not to settle the Current Balance in full, in which case the Cardholder must pay 'Minimum Amount Due' as determined by MGB PLC from time to time on or before the Payment Due Date. Should the current balance be less than Tk. 500, the current balance becomes fully due. However, if the Minimum Amount Due is not paid within the Payment Due Date or only partly paid, then the residual amount shall be added to the next statement's Minimum Amount Due.
- 9.5** If the Cardholder fails to pay the Minimum Amount Due by the Payment Due Date, a flat Late Payment Charge prevailing from time to time shall be levied.
- 9.6** If the Cardholder pays MGB PLC an amount less than what is stated in the Last Statement Balance within the Payment Due Date, or if no payment is made, or if payment is made after the Payment Due Date, a finance charge will accrue on a daily basis and will be applied to the Carry Forward Balance and Billed Debit Transactions & Charges until any payment(s) are credited to the Card Account and thereafter on the reduced balance.
- 9.7** All payments received by MGB PLC from the Cardholder may be applied in the following order of payment or such other order of priority as MGB PLC may think fit:
 - a. Interest & other fees and charges on any previous Statement of Account;
 - b. All unpaid Cash Transactions as shown on any previous Statement of Account;
 - c. Purchases.
- 9.8** MGB PLC shall be entitled at its sole discretion to vary the rate or method of calculation of the annual fees, additional charges, finance charges, the specified minimum amount due, and/or late payment charges or any other charges.
- 9.9** A replacement charge as prescribed by MGB PLC shall be payable by the Cardholder to MGB PLC immediately upon a request to MGB PLC to issue a Replacement Card. Additional charges as prescribed by MGB PLC shall be payable by the Cardholder to MGB PLC immediately upon the request to MGB PLC for the provision of copies of Sales Voucher/Cash Advance Slip and any further services MGB PLC may provide from time to time.
- 9.10** Without prejudice to MGB PLC's rights at any time to take the appropriate legal action, MGB PLC may charge fees for any returned unpaid cheque(s) drawn by the Cardholder in full or partial payment of the outstanding amount.
- 9.11** Any payment by cheque deposit shall be subject to clearing and collection and shall not have the effect of payment until the cheque has been cleared and the proceeds paid to, and received by, the Bank. Cash payments are regarded as having been received by the Bank only upon its credit to the Card Account.
- 9.12** Payments shall be treated as made from the date on which the payments are actually received by MGB PLC in the ordinary course of business, and not from the posting date of the statement. At least 3-4 days should be allowed for the payment to be credited to the Card Account. Cash payment should be made on or before the due date.
- 9.13** Cheque payments should be made at least four (4) banking days prior to the Payment Due Date to allow for clearing, and to avoid late charges. If the Payment Due Date falls on a weekend or a holiday, the banking day immediately preceding said weekday or holiday shall be considered as the due date.
- 9.14** MGB PLC may at any time demand that the Cardholder deposits an undated cheque and/or pledge cash collateral in favor of MGB PLC for the amount, which MGB PLC may require even when such a cheque was not demanded when the Card was issued to the Cardholder. The Cardholder, in such an event, shall be deemed to have authorized MGB PLC to insert the date on the said cheque and to present it for payment on the inserted date against any amount due to MGB PLC.
- 9.15** Non-receipt of Statement of Account shall not be construed by the Cardholder to be sufficient for non-payment of dues in time. MGB PLC cannot be held liable for non-receipt of Statement due to unforeseen circumstances and circumstances outside MGB PLC's control.
- 9.16** If the Cardholder is traveling or out of town, it shall be the responsibility of the Cardholder to make arrangements to ensure that the Minimum Amount Due is paid to MGB PLC on or before the Payment Due Date.
- 9.17** MGB PLC shall credit the Cardholder's Card Account with the amount of any refund only upon receipt of a properly issued Credit Voucher from the merchant establishment.
- 9.18** The payment by the Cardholder of any sum to MGB PLC 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.

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9.19 All entries in the Card Statement shall be presumed to be correct, unless the Cardholder disputes such entries within 10 days from the Statement of Account and proves such entry to be incorrect. If the disputed Card Transaction turns out to be genuine, the Cardholder shall pay the amount set out in the relevant Card Transaction together with any fees incurred by the Bank as appropriate to retrieve Sales Slip/Voucher Copies/ Video Footage/Snap Shot either from our archives or through another bank. MGB PLC may keep the card blocked until the dispute is resolved. The Cardholder hereby expressly agrees that s/he shall perform all his/her obligations in favor of the Bank, whether arising from these Terms and Conditions or any other agreement, arrangement or facility extended by the Bank in favor of the Cardholder. In the event that the Cardholder fails to perform or commits a breach of any such obligation, then the Bank may declare the whole outstanding balance on the Cardholder's Card Account to be immediately due and payable and the Card holder shall be bound by such demand.

10. TERMINATION OF THE USE OF CARD AND CARD ACCOUNT

- 10.1** MGB PLC reserves absolute right and discretion to terminate the use of Card and Card Account or seize/cancel the Card so issued and/or revoke Card Account/Card at any time without prior notice and without assigning any reason for such termination. The use of any or all Cards may be terminated by the Cardholder upon serving a written notice thereof, giving at least 30 days' notice and returning to MGB PLC the Card(s) cut into two halves. Such termination shall be effective only upon receipt of such notice by MGB PLC and full payment of all charges and liabilities under the Card Account.
- 10.2** Upon termination of the use of any Card by MGB PLC the Cardholder shall return such Card to MGB PLC cut into halves and square up of all liabilities and dues, if any.
- 10.3** 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.
- 10.4** In the event that the Supplementary Card is terminating his/her Card, all Cardholders including the Supplementary Cardholder whose use of the Card has been terminated shall be and shall continue to be jointly and severally liable to the Bank for all charges and other liabilities in accordance with these terms and conditions save that Supplementary Cardholder whose use of the Card has been terminated shall not be liable to the Bank for Charges and other liabilities incurred by the Cardholder and other Supplementary Cardholders(if any) after the Bank's receipt of the cut Supplementary Card.
- 10.5** The Bank may at any time recall all or any Card's and cancel it/their use without prior notice to the Cardholder. The Cardholder shall immediately upon such recall; return such card(s) cut in halves to the Bank and make full payment of all Charges and liabilities to the Bank.
- 10.6** 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 becomes unknown to the Bank to any cause.
- 10.7** The Cardholder and/or his estate will be responsible for repaying 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.
- 10.8** The Bank shall not be liable to refund the annual membership fee or any part thereof in the case of the termination of the Card Account.
- 10.9** In the event that any security is held by the Bank as collateral for the issuance of the Card, the Bank reserves the right to retain such Security for a period of at least 45 days following the Card being cancelled and returned to the Bank whether cancelled by the Cardholder or the Bank or following the agreement being terminated.

11. PAYMENT ON TERMINATION

Upon termination of the use of any Card, whether by MGB PLC or by the Cardholder, the Principal cardholder and in the case where the Card is issued to a Supplementary Cardholder, that Supplementary Cardholder shall pay MGB PLC on demand the entire balance due to MGB PLC on the Card Account relating to that Card, and until the payment is made in full, MGB PLC shall be entitled to charge the Financial Charge on the balance due to MGB PLC on the Card Account, and debit that Card Account accordingly.

12. LIABILITIES OF THE PRINCIPAL & SUPPLEMENTARY CARDHOLDER

- 12.1** The Principal Cardholder shall be liable for and shall pay MGB PLC on demand the balance due to MGB PLC on each and all Card Accounts at any time including all charges affected or debited to any and all Card Accounts in accordance with this Agreement.
- 12.2** Each Supplementary Cardholder shall be liable for, and shall pay MGB PLC on demand the balance due to MGB PLC at any time on the Card Account relating to the Card issued to that Supplementary Cardholder, including all charges effected or debited to that Card Account in accordance with this Agreement.
- 12.3** The liability of the Principal Cardholder and each and all Supplementary Cardholders under any of the provisions of this Agreement shall be joint and several.

13. EXCLUSION AND EXCEPTION

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

- 13.1** Any loss or damage howsoever incurred or suffered by the Cardholder by reason of MGB PLC or a Merchant or other Bank or financial institution or any ATM or if another party refuses to allow a Card transaction or refuses to extend or provide Cash Advances up to the Credit Limit or at all.
- 13.2** Refusal of any Merchant or member institution of the Credit Card to honor or accept the Card or for any defect or deficiency in the goods or services supplied to the Cardholder by any Merchant or, where applicable, for any breach or non-performance by a Merchant of a Card Transaction.
- 13.3** The malfunction of any ATM or disruption of communication systems.
- 13.4** 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 MGB PLC or by any other person or ATM.
- 13.5** Any injury to the credit character and reputation of the Cardholder in and about the repossession of the Card, any request for its return or the refusal of any person to honor or accept the Card.
- 13.6** Any misstatement, misrepresentation, error or omission in any detail(s) disclosed by MGB PLC.
- 13.7** Any dispute between the cardholder and any merchant, or MGB PLC, or financial institution, or any other person; the cardholder's liability to MGB PLC shall not be affected in any way by any dispute, counterclaim, or right of set-off the cardholder may have against such merchant or MGB PLC or financial institution or person.

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14. APPROPRIATION OF PAYMENTS

Any and all payment(s) made or sent by the Principal Cardholder or any Supplementary Cardholder may be applied and appropriated by MGB PLC in such a manner and order and to such Card Account(s) (whether relating to the Card issued to that Cardholder or otherwise) as MGB PLC may determine, despite any specific appropriation by that Cardholder.

15. SET-OFF AND CONSOLIDATION

- 15.1** In addition to any general right to set-off or other right(s) conferred by the law to MGB PLC, the Cardholder agrees that MGB PLC may in its absolute discretion at any time and without notice combine and consolidate all or any account(s) held either individually or jointly, of the Cardholder with MGB PLC of whatever description and wherever located, and in Bangladeshi Taka or 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 MGB PLC under any account(s) of the Cardholder with MGB PLC of whatever description or where ever located and whether in Bangladeshi Taka or any other currency, and may do so notwithstanding the balance: on such account(s) and the Cardholder hereby authorizes MGB PLC to offset any such combination, consolidation, set-off or transfer with the necessary conversion at MGB PLC's prevailing exchange rates which shall be determined by MGB PLC at its absolute discretion.
- 15.2** For the purpose of enabling MGB PLC to preserve intact the liability of any party including the Cardholder once a writ or summon is issued, or to prove the bankruptcy or insolvency of the Cardholder or for such other reasons as MGB PLC thinks fit, MGB PLC may at any time place and keep for such time as MGB PLC may think prudent any monies received, recovered or realized hereunder or under any other security or guarantee to the credit of the Cardholder as MGB PLC shall think fit without any intermediate obligation on the part of MGB PLC to apply the same or any part thereof in or towards the discharge of the sums due and owing to MGB PLC.

16. AMENDMENTS

MGB PLC may at any time amend any of these terms and conditions by serving a notice to the Principal Cardholder in the manner prescribed herein. Such amendment(s) shall take effect on the date specified in such notice. Should the Principal Cardholder or any Supplementary Cardholder continue to retain or use any Card after the specified date, then all Cardholders deem to accept such.

17. DISCLOSURE OF INFORMATION

- 17.1** The Cardholder irrevocably authorizes and permits the Bank to disclose and furnish such information that it deems to be fit concerning the Cardholder and his/her affairs, including but not limited to this Agreement to the Bank associates, branches, assignees, agents or other parties.
- 17.2** The Cardholder also irrevocably authorizes and permits the Bank to disclose information about Card Account to any credit rating agency, Bank, Financial Institute, Leasing Company, any Government Regulatory Agency, or to anyone 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.
- 17.3** The Bank shall have the right to check the credit standing of the applicant for the Card and/or check credit standing of the Cardholder at any time as and when the Bank deems fit without reference to him/her.
- 17.4** The Cardholder should not disclose any information printed or embossed on card and is solely liable for any transaction or any misuse for any data breach.

18. DOCUMENTATION

MGB PLC shall issue the Card to the Cardholder on completion of all documentary formalities, and under no circumstances the submitted documents or any copy thereof shall be returned to Cardholder. The Cardholder shall execute a set of Charge Documents and provide other Legal Documents as per Credit Card Policy of MGB PLC in this connection.

19. INDEMNITY

The Cardholder undertakes and agrees to indemnify the Bank against any loss, damage, liability, 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 provided herein. All costs and expenses in such regard may be debited to the Card Account and shall be payable by the Cardholder to the Bank.

20. NOTICES

- 20.1** The Cardholder must promptly notify the Bank in writing of any changes in his employment or business or address (office or residence), or if the Cardholder intends to be away from Bangladesh for more than 30 days.
- 20.2** If the Cardholder is to be away from Bangladesh for more than one month, the Cardholder must settle the Card Account 7 days prior to departure.
- 20.3** If the Cardholder leaves Bangladesh residence elsewhere, both the Primary and Supplementary Card(s) shall be returned to the Bank at least 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 No. 10 shall apply.
- 20.4** 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 the Card Service two months in advance. Any intimation sent later than two months may not be processed in time to prevent automatic renewal.

21. GOVERNING LAW

The Terms and Conditions are governed by and shall be construed in accordance with the laws of Bangladesh Any dispute(s) relating to the terms and conditions or performance herein shall be settled amicably between the both Parties within 30 (thirty) Days' of receipt of written notice of such dispute. In the event of failure to settle, either Party may refer the matter to Bangladesh International Arbitration Centre (BIAC) for settlement through mediation in accordance with BIAC Mediation Rules as under Arbitration Act, 2001. If a settlement cannot be reached within sixty (60) days following the appointment of the Mediator(s), the Parties shall submit irrevocably to the non-exclusive jurisdiction of the courts of the country. Such submission shall however not prejudice the rights of the Bank to bring proceedings against the Cardholder in any other jurisdiction.

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22. CONSTRUCTION OF THE AGREEMENT

Credit Card Application Form, Application Form for Supplementary Card, Card Cheque Application Form, E-Statement Application Form, Most Important Document Form, Credit Card Worksheet, Standing Instruction Form, Statement of Card Account, and Insurance Program Voucher and any other papers and documents in relation to the Cards as formulated or modified by the Bank from time to time, and signed and accepted by the Cardholder shall be integral parts of this Agreement and they altogether shall constitute this Agreement.

23. BANKING INSTRUCTIONS BY PHONE (CALL CENTER)

The Meghna Bank is irrevocably and unconditionally authorized and instructed to accept all instructions received by the customer via telephone, and the Bank may rely conclusively on the authenticity of and due authorization for any such instructions and regard the same as emanating from me, the customer where the issuer of such instructions correctly provides such information for identification purpose as may be requested by the Bank, including but not limited to Telephone Personal Identification Number ("TPIN") issued by the Bank to the customer to verify the identity of the customer, and for the customer to validly issue instructions for availing any of the Services.

I authorize the Bank (in its absolute discretion) to follow/act on my oral or instructions by telephone (including any instructions required by or, given by me, in relation to these terms & conditions, unless these terms & conditions otherwise expressly state to the contrary).

The Bank shall, at its discretion, be at absolute liberty to refuse to accept or give effect to any instructions given verbally if, in the sole opinion of the Bank, the authenticity of such instructions is doubtful or the Bank is otherwise unable to give effect to the Instructions for any reason whatsoever.

I shall not reveal my Telephone Personal Identification Number (TPIN) to anyone. My oral instruction(s) identified by my correct Bank Account Number and TPIN shall be deemed to be proper. Accordingly, the Bank shall be entitled to rely on any such instruction(s). Should the Bank accept any such instruction from me, or from some other person purporting to be me, I hereby agree to indemnify the Bank against any loss, damages, costs (including legal costs), or demands incurred by the Bank as a result of or, in connection therewith.

The Bank may in its absolute discretion require that written confirmation of my oral instruction(s) be received by it within such period as the Bank may specify.

Where any of the above accounts are opened by more than one person, any such person shall be entitled to give any such oral instruction(s), and the Bank shall be entitled to rely upon such instruction(s) according to mandate.

The customer hereby permits and authorizes the Bank to use voice-recording and IVR key strokes recording procedures in connection with any communication with me, the customer, in order to record or verify the instructions. Any such voice and IVR recording made by the Bank shall constitute evidence of the instructions so recorded.

The customer acknowledges that the issuance of verbal Instructions in accordance with this Mandate for utilizing any of the Services through such verbal telephonic Instructions involves inherent risks, including but not limited to risks associated with fraud and unintended/erroneous instructions, which the Bank cannot eliminate. The Customer's use of the Call Center implies that he/she fully understands the limitations and inherent risk of verbal instructions for carrying out transactions and agrees to the Conditions of use in force at the time. The customer hereby absolves the Bank of all responsibility and accepts any and all risk associated with the execution of instructions in accordance with this Mandate.