

1. ABOUT THE CARD

- a) The "MGBL VISA credit card" is the property of (MGBL) at all times. It is non-transferable and will be used exclusively by the cardholder.
- b) On receipt of the card, the cardholder shall sign with ballpoint pen the reverse of "MGBL VISA credit card" in the space provided for, as per his/her signature appearing in the application form. In case the unsigned card is lost/stolen/misused, cardholder will be liable for all charges incurred on it.
- c) The bank reserves the right to seize/cancel the card so issued to any cardholders, if found at date, the information submitted by the card holders is false and/or the card is being misused or requirement of regulatory authority of country.
- d) Upon termination of membership of "MGBL VISA credit card" for any reason whatsoever, the card shall be returned to the MGBL Cards center within 7(seven) working days from the date of notice thereto, against a proper receipt and notwithstanding such termination, the cardholder shall remain liable to pay all dues to the bank arising out of and in connection with issue and utilization of the cards for the period from its/their issue/renewal till surrender.
- e) The bank reserves the right to renew the membership entries at its own discretion and can refuse the same without assigning any reason whatsoever.
- f) Use of the card after notice of withdrawal of the privileges is fraudulent and may subject the cardholder (s) to legal action by the bank.
- g) The cardholder shall pay all cost of collection of dues/legal expenses and due amount with interest, should it become necessary to refer the matter to any agency or to legal resource to enforce payment:
- h) Unless otherwise renewed, this agreement and the card issued under this will expire on the date mentioned on the card.

2. FACILITIES THAT CAN BE AVAILABLE WITH MGBL CREDIT CARD:

- a) Making payments to against purchase of goods and/or services from the displaying acceptability of VISA card.
- b) Availing cash advances from MGBL branches and from ATMs displaying VISA card

3. LOSS OF CARD OR DISCLOSURE OF PIN:

- a) The cardholder shall not disclose or cause to be disclosed to any person the PIN assigning to the card. If the card /PIN are lost /stolen, the cardholder shall immediately inform the card division of the bank by phone, followed by written confirmation containing cardholder's signature of the said loss.
- b) Notwithstanding the loss or theft of any card or discloser of the PIN in respect of any card, MGBL may charge may charge and debit the card account the amount of each and every card transaction made or affected before written confirmation by the cardholder of such loss, theft or disclosure is received by MGBL. Replacement card may be made to the cardholder on payment of required charges in this regard.

4. CASH ADVANCE FEE:

In respect of each cash advance made through the use of any card, MGBL shall charge and debit the card account a fee at the prevailing rate. MGBL may charge the rate from time to time.

5. PAYMENT:

- a) The cardholder agree to pay the bank upon request of the bank an annual fee as prescribed by the bank for card when issued or renewed and an annual fee prescribed by the bank for each supplementary card when issued or renewed.
- b) The cardholder agrees to pay the total amount of all charges described as the current balance specification 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 for cash advance)if the payment of the current balance is received by the bank on or before the payment due date.
- c) The cardholder may choose not to settlement the current balance in full, in which case the cardholder must pay at least 'minimum amount due ' on or before the payment due date. If the current balance is less then minimum amount due then the current balance became fully due. However, if the minimum amount due is not paid by the payment due date or only partly paid, then the unpaid amount will be added to the next statement's minimum amount due.
- d) If the cardholder fails to pay the minimum amount due by the payment due date, a late payment charge as prevailing from time to time will be imposed.
- e) The bank shall be entitled at its sole discretion to change the rates.
- f) At least the aggregate of the minimum payment(s) specified in the card account statement must be paid.
- g) Any payment made by a cardholder shall be applied in the following order: Any over limit amount >any overdue amount >cash advances>service charges>purchases.

6. OTHER CHARGES AND FEES: MGBL may charge and debit the card account relating to any card for the following:

- a) An annual service fee for the issue or renewal of the card at such rate as MGBL may prescribe from time to time without notice.
- b) For any cheque or bank draft to the order of bank by cardholder not honored for the full amount thereon, MGBL may charge a service charge for each cheque so dishonored or returned.
- c) An administrative fee as MGBL decides from time to time without notice for the replacement of the card or for the provision of any records, statements, sales slips, credit vouchers or other documents relating to the card or card account and copies thereof at the request of any cardholder.
- d) The cardholder agrees to pay VAT (Value added tax) in addition to all applicable fees and charges as per govt. prescribed rate.

7. AMENDMENTS: MGBL reserves the right to amend any of these terms and conditions including fees and service charge without giving any prior notice which shall be binding on the customers.

8. DISCLOUSER OF INFORMATION: Card service of MGBL may disclose any information relating to any cardholder or the assets or liabilities of any cardholder for any card account or card transaction to MGBL authority or any regulatory body or any other person if MGBL considers it in its interest to do so.

9. DOCUMENTATION: MGBL will issue card to the cardholder on completion of all documentary formalities. Cardholder shall execute a set of charge documents and provide other legal documents as per credit card policy of MGBL in this connection.

10. MISCELLANEOUS:

- a) The principal cardholder and each supplementary cardholder shall pay MGBL on demand (on a full indemnity basis) all cost, fees and expenses incurred by MGBL in recovering or attempting to recover any card issued to and/or any sum due to MGBL from such cardholder.
- b) Any card account statement or notice relating to any amendment to this agreement dispatched to the principal cardholder shall be deemed to have been dispatched and received by each and every supplementary cardholder at the time when the principal cardholder shall have received or is deemed to have received the same.
- c) The use of any card is also subject to other terms and conditions governing the use of other facilities or benefits, which may from time to time be made available. Cash withdrawals from any account with MGBL shall be subject to the terms and conditions of MGBL.
- d) Any leniency or delay by MGBL in exercising any right, power or remedy shall not be deemed to be a waiver or a partial waiver of such right, power or remedy unless MGBL specially waives such right, power or remedy in writing.
- e) Any charge slip or transaction information document signed by the cardholder shall be conclusive proof of the charges recorded therein as incurred by the cardholder himself.
- f) The cardholder is responsible for collecting the bills and copies of the charge slip or transaction information document signed by him/her from the member establishment. MGBL will not provide any copy of the charge slip or impose arrangement change for such collection if requested by cardholder.
- g) The cardholder is responsible for possessing the card with utmost care and security and not to permit anyone unauthorized to use or have possession of the same.
- h) The cardholder is responsible for any change to business/home/telephone number and billing address or any particulars as furnished in the credit card application form earlier made for issuance of the card.
- i) All disputes are subject to the jurisdiction of courts in Bangladesh only.
- j) This agreement shall be constructed according to the laws applicable in Bangladesh and these terms and laws applicable in Bangladesh will govern conditions set down in the agreement. All cardholders submit themselves to the non-exclusive jurisdiction of the courts of the govt. of the People's Republic of Bangladesh.

11. CARD CHEQUE:

- a) In consideration of the bank agreeing to accept your request for card cheque, the bank hereby issues a card cheque book in your name(Primary Cardholder) containing 15/25 cheques.
- b) By using your cheque you confirm the acceptance of the terms and conditions. This is evidence, inter-alia by your signature on the cheque.
- c) If there is anything herein that you do not understand please obtain a written explanation from the Bank.
- d) Should you decide that you no longer wish to be bound by the terms & conditions, you must return your cheques immediately to the Bank. However, cheques you have already written will be covered by the terms and conditions.
- e) The terms and conditions may be amended by the bank at any time in its sole discretion. However, any such amendment shall be prospective and not retrospective.
- f) You undertake to remain at all times fully responsible for the safe keeping of the card cheque book, its loss by any means or its misplacement or tempering. The cheques remain in the property of MGBL. If requested by MGBL to do so, you must cease using it, and immediately return the cheque to the bank.
- g) Keep your cheques safe. If you lose them, or suspect they have stolen, you must inform the bank immediately. If you suspect theft, you should also inform the police.
- h) You must not pre-sign your cheques. Only sign the after you have finished filling in all the other details.
- i) Cheques can only be issued against your credit card account.
- j) A standard charge will be deducted from your account when the cheques are issued. This fee covers the bank's administrative costs in providing you with the cheques.
- k) These Cheques are issued solely at the discretion of the Bank. The bank reserves the right to decline without explanation any application. In applying for cheques you authorize the bank to make such enquires as it may deem fit in deciding whether to issue cheques to you.
- l) In the event of misuse, which includes, but is not limited to, persistently writing cheques that are not backed by the necessary funds, the bank reserves the right to cancel your cheques, and seek from your restitution of any costs it incurs in doing so.
- m) Bank may in its absolute discretion, accept any stop cheque instructions (either verbally or in written) form you in case where the customer has lost the relevant card cheque or, in other circumstances in which, it shall be allowed by the law of the land agreed by the bank.
- n) Should the bank accept any such instruction from the customer or from some other person purporting to be him/her, the customer hereby undertakes to indemnify the bank against any loss, damage, cost (including any legal cost) or demand incurred by it as a result, or in connection herewith.
- o) Before and after writing a cheque, you must ensure that there will be sufficient funds in your credit card account when the cheque is presented.
- p) The customer also fully acknowledges, confirms, and accepts that the card cheque is subject to the laws of Bangladesh.
- q) The customer further acknowledges and confirms that he/she shall pay the fees and charges as determined by the bank of card cheque returned unpaid where his/her card cheque has been returned due to unavailability of credit limit.
- r) The customer acknowledges that activation of his/her card cheque will constitute binding and conclusive evidence of his/her confirmation to be bound by these terms & condition.

12. DECLARATION:

I do hereby acknowledge that I have read and understood the above terms and conditions and agree to comply with them.

Primary Card Applicant's signature

Date

Suvastu Imam Square, Level-6,65 Gulshan Avenue, Gulshan-1, Dhaka-1212
Email: cardsinfo@meghnabank.com.bd