Employee Banking Current and Savings Account

Accounts Terms and Conditions

Standard Chartered Bank

Dear Sir,

I hereby authorise the Bank to act on signed instructions or documents drawn or accepted in accordance with the signing instructions given until such time as I shall give the Bank written notice to the contrary.

1. Bank Accounts

a) I authorise the Bank to maintain an account with my name(s) in my/our account(s) in any currency, convertible accounts and foreign currency investments. Accordingly, I accept that I am solely responsible for all such risks and any costs and expenses however arising including (without limitation), any instructions received through the use of Security Codes, including but not limited to the realisation of any items deposited with the Bank for collection. Proceeds of cheques or other items may be paid into any Bank account or, where applicable, any member of the Standard Chartered Group.

b) I understand that any deposits or withdrawals in respect of any of the above accounts may be made at any of the Bank's offices in Bangladesh and are payable only at the branch of Standard Chartered Bank in Bangladesh and are subject to the relevant currency being available at the Bank's relevant branch. The use of the local Debit Card outside Bangladesh shall make the Card liable for immediate cancellation and any 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, I may be prevented from using an International Debit Card overseas.

c) I hereby irrevocably authorise the Bank to debit any of my accounts with all amounts owing in respect of any of the above accounts or in respect of any credit card arrangements.

d) I will indemnify the Bank and keep it indemnified for any loss, damage, costs (including legal costs) or interest incurred by it as a result of, or in connection therewith.

2. Automated Teller Machine ("ATM") Debit Card (the "Card")

a) The Bank may in its absolute discretion issue card(s) to me. A Card is the property of the Bank and I will surrender it unconditionally at the time of closing my accounts() or upon demand by the Bank at any time. A card must be signed immediately on receipt unless otherwise agreed.

b) I will immediately notify the Bank of the loss or theft of a card or of an unauthorised acquisition of the personal identification number relating to it and shall accept full responsibility for all ATM transactions effected by use of a card until such time as the Bank confirms to me that it has received this notice.

c) The Bank's record of all ATM transactions effected by use of a card will be conclusive and binding on me for all purposes. The amount of any chargebacks or demands arising in connection with the use, loss or theft of any ATM card issued to me or, resulting from any mechanical defect in or malfunction of, or insufficiency of funds in the ATM shall be final and binding on me.

d) I understand that for the protection of customers and the Bank, all deposit envelopes will be opened in the presence of two Bank staff members. I also understand that cash deposits will be credited to the account by the next working day, and my account will be credited subject to receipt by the latter's most distant branch of the deposit on the same working day.

3. Joint Accounts

a) If I request this service, the Bank will hold account statements addressed to me for a period of one year or more, such statement of accounts will be sent or delivered by the Bank annually or in each case at such other intervals as may be agreed between the Bank and me, from time to time and I agree that I am solely responsible for any errors or omissions in any of the Bank's statements produced thereon and that I must give the Bank written notice (Not withstanding the provisions of clause 5) within 14 days of the date of the relevant statement of any discrepancy that I believe to exist in respect of any of said statement, in this respect I undertake that if I do not notify the Bank of such a statement within 14 days of the receipt of such notice from me, I shall be deemed to have agreed and certified conclusively (for all purposes) the correctness of the relevant statement of account.

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 to do so or where Bank's policy, security procedure or requirement of any authority (including any economic and trade sanctions imposed by any regulator in any 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) prohibits the Bank from doing so.

a) I authorise the Bank to respond, if it shall so choose, to any and all enquiries received from any other Bankers concerning the above accounts without reference to me. For the avoidance of doubt any such response may include a Bank reference.

b) I understand that I may close any of the above accounts by giving prior written notice to the Bank. The Bank may, however, exercise, without giving any account of our banking agreements for or dealings on any of the above accounts without notice to me either at the Bank's own instance or at the instance of any account or administrative order or if:

(i) I become bankrupt or subject to an order (whether by a court or department.

(ii) At any time, as a result of my 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 laws 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 me.

In relation to any dealings in respect of any of the above accounts, the Bank shall not be liable for any loss resulting from my death, incapacity or Bankruptcy (or any other analogous event or proceeding); unless and until the Bank has received written notice of any such event together with a certificate of death in the case of incapacitation or bankruptcy, or statutory power in the case of BC, or the Bank may reasonably require the Banker to produce evidence that I am still alive or eligible to be made liable to me for any loss, damage or delay attributable in whole or in part to the action of any government or government agency or any other event outside the Bank's control (including without limitation, strikes, industrial action, equipment failure or interruption of power supplies) provided that the Bank shall in each case endeavour to give notice generally to its customers or any anticipated delays due to any of the above events by notice in its branches or otherwise.

2. Automated Teller Machine ("ATM") Debit Card (the "Card")

a) The Bank may in its absolute discretion issue card(s) to me. A Card is the property of the Bank and I will surrender it unconditionally at the time of closing my accounts() or upon demand by the Bank at any time. A card must be signed immediately on receipt unless otherwise agreed.

b) I will immediately notify the Bank of the loss or theft of a card or of an unauthorised acquisition of the personal identification number relating to it and shall accept full responsibility for all ATM transactions effected by use of a card until such time as the Bank confirms to me that it has received this notice.

c) The Bank's record of all ATM transactions effected by use of a card will be conclusive and binding on me for all purposes. The amount of any chargebacks or demands arising in connection with the use, loss or theft of any ATM card issued to me or, resulting from any mechanical defect in or malfunction of, or insufficiency of funds in the ATM shall be final and binding on me.

d) I understand that for the protection of customers and the Bank, all deposit envelopes will be opened in the presence of two Bank staff members. I also understand that cash deposits will be credited to the account by the next working day, and my account will be credited subject to receipt by the latter's most distant branch of the deposit on the same working day.

e) I appreciate that there can be risks associated with any account(s) denominated in foreign currency, convertible accounts and foreign currency investments. Accordingly, I accept that I am solely responsible for all such risks and any costs and expenses however arising. Without limitation, those arising from any international or domestic legal or regulatory restrictions in respect of any account(s), withdrawals or dealings on any account(s) are also subject to the relevant currency being available at the Bank's relevant branch.
b) The Bank shall be under no liability whatsoever to the cardholder in respect of any loss or damage arising directly or indirectly out of refusal of any merchant or member institution of Visa card to honour or accept the card or for any defect or deficiency in the goods or services supplied to the cardholder by a merchant or member institution of Visa card. Subject to the performance by a merchant of a card transaction. Your International Debit Card transactions denominated in a currency other than US Dollars will be subject to a 3% charge over the total amount of the transaction as per the Debit Card issuer of Visa.

3. Banking Instructions by Telex/Facsimile

a) Unless instructed by me in writing to the contrary (notwithstanding the provisions of paragraph 4) the Bank is authorised, but not obliged, to act on my Banking instructions (including any instructions required by law, regulation or custom) if and when received (whether in relation to these terms and conditions otherwise expressly state to the contrary) transmitted through a telex or facsimile machine.

b) I shall remain responsible to the Bank from and indemnify and hold the Bank harmless from all the actions, suits, proceedings, costs, claims, demands charges, expenses, losses and liabilities however arising in consequences of or in any way related to:

i. The Bank having acted in good faith in accordance with my written instructions, facsimile or telex instructions (notwithstanding that as above may have been initiated or transmitted in error or fraudulently altered, misstated or distorted in the line of communication of transmission and

ii. The Bank being refrained from acting in accordance with my written telephone, facsimile or telex instruction(s) by reason of failure of actual transmission thereof to the Bank or receipt by the Bank for whatever reason, whether connected with fault, failure or unreasonableness of the sender or the line of communication of transmission.

iii. My failure to forward all original copies of facsimile instruction(s) to the Bank within such period as the Bank may specify.
15. Sanctions
The Bank is committed to complying with economic sanctions that are imposed by relevant regulatory authorities. As such, the Bank does not allow their products and services to be used directly or indirectly for activities that are prohibited or sanctioned, or where the relevant authorities shall not be able to contact the Bank via phone, facsimile, transmission, or emails, or access Bank’s website, and Bank will not be able to provide me with financial services if I am from countries.

16. Pre-conditions to use of any product
The Bank need not provide any funds to me or otherwise allow me to access or use a product or their electronic banking services if in trade in rough diamonds.

17. Anti-Money Laundering, Counter Terrorism Financing, Sanctions or Embargoes
The Bank shall work with local or foreign authorities, regulatory authorities, jurisdictions, and courts, agreements between any member of the Standard Chartered Group and any authority, regulator, or enforcement agency, policies (including Standard Chartered Group’s policies on good practice, government sanctions or embargoes, reporting requirements under financial transactions legislation and demands or requests of any authority, regulator, tribunal, enforcement agency, exchange body, the Standard Chartered Group may:

• be prohibited from entering or concluding transactions involving certain persons or entities, e.g. person or entity that is itself sanctioned or is connected to or dealing with (directly or indirectly) any person or entity that is sanctioned under economic and trade sanctions imposed by any regulatory or jurisdiction where any member of the Standard Chartered Group operates in or by any supranational organisation, official body including, but not limited to, Her Majesty’s Treasury, the United Nations, the European Union or any country;

(ii) The Bank having refrained from acting in accordance with my written telephone, facsimile or sending or receiving machine; or

Means

11. E-statement
hereby.

• the balance shown on the further account(s) with that shown on any loan/overdraft account.

(ii) The Bank having refrained from acting in accordance with my written telephone, facsimile or

Means

12. Indemnity
I also agree to fully indemnify the Bank against all costs and expenses (including legal fees) arising in any way in connection with the above accounts, terms and conditions or, in enforcing these terms and conditions and in recovering any amount due to the Bank or incurred by the Bank in any legal proceedings of whatever nature.

13. Waiver
No consent, performance or delay by the Bank in enforcing any to these terms and conditions shall prejudice the Bank’s right there alter to strictly enforce the same. No waiver by the Bank shall be effective unless it is in writing.

14. Variations
The Bank may amend these terms and conditions at any time not less than fourteen (14) days notice to me spacing the effective date of amendment. If I use any Banking facility after the effective date of the amendment, I shall be deemed to have received notice of the amendment and to have decided to continue to use the Banking facilities upon the revised terms and conditions. I further acknowledge that in the event of any changes being communicated to me, the Bank is not obliged to obtain my signature for receipt of such communication.

15. Notices
(a) I otherwise provided in these terms and conditions, any demand of communication made by the Bank under these terms and conditions shall be in writing and made at the address given by me (or such other address as I shall notify the Bank from time to time) and, if posted, shall be deemed to have been served on me on the date of posting.

(i) I undertake and confirm that:

(b) I must give the Bank in writing my address, telephone, fax number, email address and mobile phone number for receipt of notices and other communications of the above accounts. If these details change I must notify the Bank immediately.

(ii) I shall the Bank within 30 days if there is a change in any other information which I have provided to the Bank.

16. Governing law
These terms and conditions shall be governed by and construed in accordance with, the laws of Bangladesh and I hereby irrevocably submit to the nonexclusive jurisdiction of the courts of law of Bangladesh, such submission shall, however, not prejudice the rights of the Bank in bringing proceedings against me in any other jurisdiction or courts of law elsewhere.

17. SMS Banking
The Application Form must be sent directly to Standard Chartered Bank and not by facsimile. The Bank shall require seven working days after receiving the SMS Banking Application Form for full provision of the SMS services. In all cases of Bank Account, Standard Chartered Bank will accept Application Forms signed by the authorized signatories of the Account only subject to signature verification. For PUSH Service, Standard Chartered Bank will use the respective Mobile Phone Operator’s SMS to send any financial information related to customer’s account on the following working day after the statement has been generated. The PUSH Service will be offered free of charge. For FULL Service, the accountholder will be able to receive a range of services via SMS on the mobile phone number associated with the account. If these details change I must give the Bank not less than 14 days advance notice in writing before the change has taken place. If I intend to live outside Bangladesh I must immediately notify the Bank.

• I shall the Bank within 30 days if there is a change in any other information which I have provided to the Bank.

18. Scope of Information
Personal Information means information that identifies a particular individual and includes personal names (for example, personal identification details, and date and place of birth). My Information comprises all the details the Bank hold or collect about me, my transactions, my financial information, my personal information, and information about me obtained from me, my transactions and dealings with the Bank and any third party, including information received from third parties and information collected through my use of the Bank’s electronic banking services.

19. Use of Information
The Bank or any member of the Standard Chartered Group may use my information to (a) provide me with a product or service, (b) comply with obligations and requirements under any local laws, regulations or applicable policies 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 my application for products and services, payments, transactions and my instructions or requests;

• providing me with products and services (including any electronic banking service);

• conducting market research and surveys with the aim of improving Bank’s products and services;

• for marketing purposes, promotional events, competitions;

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

• be prohibited from entering or concluding transactions involving certain persons or entities, e.g. person or entity that is itself sanctioned or is connected to or dealing with (directly or indirectly) any person or entity that is sanctioned under economic and trade sanctions imposed by any regulatory or jurisdiction where any member of the Standard Chartered Group operates in or by any supranational organisation, official body including, but not limited to, Her Majesty’s Treasury, the United Nations, the European Union or any country;
Personal Loan Terms & Conditions

In consideration of Standard Chartered Bank (together with its successors and assigns hereinafter called "the Bank") agreeing to grant me/us (hereinafter referred to as "the customer") loan facility (the "facility") under Personal Loan/Potential Loan applied for by me/us, as hereinafter referred to as the customer, I/we agree that by signing the declaration below I/we shall be bound by the following terms and conditions:

1. The facility shall be made available for the customer from the date of the Bank's acceptance of this application until such time it ceases one until full adjustment of the dues of the Bank with interest and other charges.

2. The Bank reserves the right to withdraw the facility and demand repayment if there is default in payment of the facility.

3. a) The Bank shall not be obliged to make the facility available until it has received formal written acknowledgement from the customer accepting the facility on the basis outlined and subject to the terms and conditions specified in the Banking Arrangement Letter.

b) Interest rate is floating and can be re-fixed at the Bank's sole discretion. The customer may get Employee Banking Preferential rate provided salary is credited to the customer's Employee Banking account with the Bank.

4. Prepayment fee will be charged on the outstanding amount as and when decided by the Bank.

5. The acceptance of the terms and conditions of the Banking Arrangement Letter by the customer constitutes a legal and binding obligation and is enforceable in accordance with the terms of this letter.

6. By use of the facility provided by the Bank, the customer accepts the conditions enumerated in the Banking Arrangement Letter and authorizes the Bank to appoint agents to collect funds payable to the Bank, as the Bank may consider necessary. In case of the discharge of any indebtedness, information regarding customer's facility will be supplied to the agent. All charges payable to such agents, to collect amount owed to the Bank, are liable to be at Customer's cost and risk, in addition to all other costs, charges and expenses incurred by the Bank to recover outstanding dues/money.

7. The Bank is authorized to open and maintain facility account(s) for the purpose of administering and recording payments by the customer in respect of the facility.

8. The loan shall be utilized for the specific purpose for which it has been sanctioned. Payment shall be made directly by the Bank to the creditor or to the customer, as determined by the Bank, depending upon the purpose of the loan.

9. By accepting the facility, the customer agrees not to settle the same fully or partially before payment of 6 Equal Monthly Installments, unless otherwise agreed with the Bank.

10. All amounts required to be made in respect of the facility, shall be made by the customer on the respective due dates and the customer hereby irrevocably authorizes the Bank to debit any of the customer's accounts with the Bank with all legal fees.

11. The customer unconditionally undertakes to repay the facility as per terms and conditions of the Banking Arrangement Letter.

12. The Bank shall be entitled at any time without the consent of the customer to assign or transfer the whole or any part of its rights or obligations under the loan. The customer undertakes to sign such further document as may be requested by the Bank from time to time to give effect to such assignment or transfer.

13. The customer undertakes to deposit his / her / their salary / wages / honorarium payable by him / her / their employer to the designated account maintained with the Bank.

14. The Bank is authorized to enforce all or any of the following securities executed by the customer in favour of the Bank and recover the facility with interest and other charges accrued in the loan account:

i. Demand Promissory Note,

ii. Where the facility is made available for purchase of consumer item(s), the customer unconditionally and irrevocably undertakes to deliver possession of the consumer item purchased by the loan amount without any question whatsoever to the Bank as and when demanded by the Bank. The customer further authorizes the Bank irrevocably to sell the hypothecated item and apply the proceeds towards adjustment of the dues. For any unadjusted sum the customer undertakes to repay the same with interest and other charges.

15. The Bank's statement and records shall be binding on the customer and constitute conclusive evidence of debt for all purposes.

16. At any time, any provision of hereof becomes illegal, invalid or unenforceable, in any respect neither the legality, validity or enforceability of the remaining provisions shall be affected or impaired thereby.

17. The Bank reserves the right to alter these terms and conditions at any time on notice to the customer.

18. The Bank's statement and records shall be binding on the customer and constitute conclusive evidence of debt for all purposes.

19. Where the facility is made available for purchase of consumer item(s) the customer unconditionally and irrevocably undertakes to deliver possession of the consumer item purchased by the loan amount without any question whatsoever to the Bank as and when demanded by the Bank. The customer further authorizes the Bank irrevocably to sell the hypothecated item and apply the proceeds towards adjustment of the dues. For any unadjusted sum the customer undertakes to repay the same with interest and other charges.

20. The Bank reserves the right to alter these terms and conditions at any time on notice to the customer.

21. i) Any notice made by the Bank in respect of the facility shall be in writing and made to the address given by the customer to the Bank and shall be deemed to have been served on the customer 3 business days from the date of posting.

(ii) Customer undertakes and confirms that customer will notify the Bank within 30 days if there is a change in any information which customer has provided to the Bank.

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

23. In the event of the facility not being repaid or enforced, the customer undertakes to pay the Bank the amount due under the facility and all fees, costs, charges and expenses incurred by the Bank in connection with the facility.

24. The terms and conditions shall be governed by and construed in accordance with the laws of Bangladesh and the customer and the Bank hereby irrevocably submit to the non exclusive jurisdiction of the courts of Bangladesh.

Global Consolidation of Customer Information

Whilst the Bank maintains strict confidentiality in all matters relating to my account(s) and business, I hereby authorize the Bank (and / or / any of its offices of employees) or any of its affiliates to disclose any information concerning me, my business, my account held with the Bank or another Group Member, or my relationship with the Bank or another Group Member to any of the following:

i. any office or branch of the Bank or another Group Member;

ii. any agent, contractor or third party service provider or any professional advisor of the Bank or another Group Member;

iii. any regulatory, supervisory, governmental, quasi-governmental, tax authority (domestic or overseas) with jurisdiction over the Bank or another Group Member;

iv. any person to whom the Bank is required or authorised by law or other court order to make such disclosure in respect of me or any of my business, I hereby authorise the Bank (and / or its officers or employees) or any of its affiliates to disclose any information concerning me, my business, my account...

Declaration & Signature

I have applied for the facility detailed in this application, I hereby acknowledge that I have read, accepted and fully understood the above terms and conditions including the assignment therein mentioned and its application to the facility granted to me by the Bank. I hereby declare that the borrowing proceed only shall not be utilized for purchase of any kind of Govt. Securities/Sanchayaputras.

I fully understand and thereby authorize the fact that, for ease of monitoring and accounting, the Bank shall route these repayments through a special account, which will be opened in my name in the Bank’s book. Furthermore, I understand that the quantum of monthly installments may be re-fixed at the Bank’s sole discretion. I understand and agree that the aggregate of any debit balance in the said special account...

I hereby warrant that all the information furnished by me in this application is true, complete and accurate in all respects and I have not wilfully withheld any material fact, and acknowledge that the facility requested by me in this application will be made available at the discretion of the Bank.

In case any information provided in this application form mismatch with the information of my account maintained with Standard Chartered Bank, I hereby irrevocably authorize the Bank to amend the same as per this application form.
Payroll Overdraft Terms & Conditions

1. The credit facility being applied for may be made available for the applicant or customer from the date of the Bank’s acceptance of this application until such time as stipulated in any letter of offer of the facility from the Bank. The facility shall be a continuing one until full adjustment and discharge of all amounts payable and all other amounts payable to the Bank, whether due for payment or not, with interest, and other charges, to the sole satisfaction of the Bank.

2. The Bank may approve or decline the application for the facility, or change the terms and conditions of any facility granted, unconditionally, unrelated to the creditworthiness of the customer.

3. a) The Bank shall not be willing to make the facility available until it has received an unconditional acceptance of the facility and all other conditions precedent on the terms and conditions specified in the Banking Arrangement Letter.
   b) Regardless of any other provision of any document in connection with the facility, the facility is uncommitted and is made available at the Bank’s sole discretion. The Bank will have no obligation to make any advance or utilisation under, or make available any part of, any facility.
   c) The interest rate of the facility is floating and may be re-fixed at the Bank’s sole discretion without notice. Interest is calculated on the basis of the actual number of days elapsed and a year of 360 days or otherwise as the Bank may solely determine at any time, from time to time.

4. By use of the facility provided by the Bank, the customer accepts the conditions enumerated in the Banking Arrangement Letter and documents contemplated thereby, and authorizes the Bank to appoint agents to collect funds payable to the Bank, as the Bank may consider necessary. In the due discharge of their duty, information regarding customer’s facility will be supplied to the agent. All charges payable to such agents, to collect amounts owed to the Bank, are liable to be at Customer’s cost and risk, in addition to all other costs, charges and expenses incurred by the Bank to recover outstanding due/moneys.

5. All payments required to be made in respect of the facility, shall be made by the customer by the applicable due date and the customer hereby irrevocably authorizes the Bank to debit any of the customer’s accounts with the Bank, with any of all amounts outstanding, unpaid or owing in respect of the facility, whether or not due for payment, including interest and charges and expenses (together the “Indebtedness”), and transfer such sums to the loan account for adjustment but in any case, the customer will remain liable and agree to make payment in full of all amounts outstanding to the Bank.

6. The Bank is authorized to enforce or all or any of the securities executed / kept by the customer in favor of the Bank and recover the facility with interest and other charges accrued on the account.

7. The customer irrevocably authorizes the Bank to enforce the securities at its absolute discretion in the event of non-repayment of any amounts payable under the facility. The Bank, in its absolute discretion, is entitled to any other breach of terms and conditions in connection with the facility, and shall apply any proceeds recovered towards adjustment of the outstanding loan liabilities along with all legal fees and charges.

8. The customer acknowledges that the full amount drawn or utilized, including interest accrued daily on the outstanding amount, will be due from the customer at all times and payable on demand, until the full amount is repaid and discharged to the sole satisfaction of the Bank. Amounts repaid, including as prepayments, received by the Bank will be applied in or towards amounts outstanding in respect of the facility in inverse chronological order. If the Bank receives insufficient payment to discharge all amounts due and owing under the facility, the Bank may provide that payment towards the obligations of the customer in any manner the Bank decides, irrespective of any appropriation made by any customer. If a document in connection with the facility does not provide for when a particular payment is due, that payment is due within three banking days of demand by the Bank.

9. The customer hereby commits to pay the full amount of limit utilized on the date of his/her/their monthly salary/ remuneration. Any failure to repay or pay the entire amount of the limit utilized entitles the Bank to demand the entire outstanding or payable in respect of the facility immediately.

10. Amounts outstanding will be repaid in full in cleared and available funds by credit in the customer’s transactional account, or such other account designated by the Bank, without any counterpart or set off, with immediate deduction to be made on all accounts with the Bank in favor of tax, duty, levy of any nature, up to the extent of the credit amount or the outstanding balance including interest and charges (whichever is lower). If a customer is required by law to make any such deduction or withholding, the customer must provide to the Bank, within a reasonable additional amount of time, the necessary evidence that the Bank receives the full amount of the relevant payment as that deduction or withholding had not been made, and supply promptly to the Bank evidence satisfactory to the Bank that it has accounted to the relevant Authority for the withholding or deduction.

11. The customer agrees to not have any credit balances in the account as long as all dues for the facility are adjusted / repaid / settled (including applicable charges and interest).

12. The customer understands that in the event of not adequately and timely adjusting dues within the stipulated period with applicable charges and interest, the consequences may result in unavailability of future credit facilities from the Bank, negative reporting to regulators, initiation of collection activities, litigation, etc.

13. The Bank may allow “excess” withdrawal over the limit if deemed appropriate. In such cases:
   a. This is not a waiver of the Bank’s right to require line of facility to be maintained within the limit;
   b. The excess utilized must be repaid back immediately, in addition to the minimum payment due;
   c. Highest interest rate might be effective on the excess amount until it is cleared.

14. The Bank is authorized to open and maintain facility account(s) for the purpose of administering and recording payments by the customer in respect of the facility. The customer agrees to pay fees and charges incurred to such facility account.

15. The customer unconditionally undertakes to repay the facility with corresponding fees and charges as per terms and conditions of the Banking Arrangement Letter. The customer must on demand pay all amounts by any means (including legal fees levied by the Bank in connection with the preparation, negotiation, execution or perfection of any amendment, to, waiver of or consent under (or any evaluation of a request for the same), or enforcement of, or the preservation of, any document in respect of the Facility).

16. The customer agrees that the Bank will require 10 working days from the date of receiving the instruction for closure or amendment of the facility and shall bear any payments that may be due in the full amount, plus applicable charges and interest, to the Bank.

17. The Bank’s statements, records, certifications and notices shall be binding on the customer and constitute conclusive evidence of debt and matters to which they relate for all purposes.

18. Any notice made by the Bank in respect of the facility shall be in writing and made to the address given by the customer to the Bank and shall be deemed to have been served on the customer 3 business days from the date of posting.

19. In case there is not sufficient balance in your account, any amount due to the bank, including but not limited to late payment charges, minimum balance charges, any Loan instalments, credit card payments or cheques to be cleared may be deducted from the assigned Overdraft limit.

20. While a customer is availing this facility, he/she/they will form SGB about any change in their occupation or employment, where the customer is not anymore employed with an employer which maintains a salary account and hence, the customer must inform SCB at least 3 months in advance of any such event the facility shall be seized to apply and any outstanding limit utilized shall be adjusted from the available credit balance of the customer’s account maintained with SCB immediately.

21. Regardless of any other provision of the Agreement, this facility is made available on an on-demand basis. The Bank may at any time, without notice to or in relation to the Facility (whether principal, interest or other sum), whereupon the customer/Borrower must within two banking days pay the required amount to the Bank.

22. If at any time, any provision of hereof becomes illegal, invalid or unenforceable, in respect neither the legality, validity, or enforceability of the remaining provisions shall be affected or impaired by this provision.

23. The overdraft limit, unless cancelled earlier by the Bank or the customer, will be valid for a period of 12 months, at which point the full amount with applicable charges and interest will be due. This limit will be extended further if the customer applies for an extension along with consent to pay for related charges.

24. The Bank may set any obligation due from customer under the facility against any obligation owed by the Bank, regardless of the place of payment, booking branch or currency of other obligation. If the obligations are in different currencies, the Bank may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. For the purposes of this Clause, “obligation” includes any obligation whether matured or unmatured, actual or contingent, present or future. If the amount of any such obligation is unascertained, the Bank may estimate the amount for the purposes of the set-off.

25. The Bank reserves the right to alter these terms and conditions at any time on notification to the customer.

26. i) Any notice made by the Bank in respect of the facility shall be in writing and made to the address given by the customer to the Bank and shall be deemed to have been served on the customer 3 business days from the date of posting.
   ii) Customer undertakes and confirms that customer will notify the Bank within 30 days if there is a change in any information which customer has provided to the Bank.

27. Where required by domestic or overseas regulators or tax authorities, customer consents and agrees that the Bank may without notice, and pay out from customer’s account(s) such amounts as may be required according to applicable laws, regulations, agreements with regulators or conditions and directives.

28. If the declaration below is signed by more than one person as customer, the liability of each such person in relation to the application and under these terms and conditions shall be joint and several, and references to the “applicant”, “customer” or “you” shall be accordingly so construed.

29. The Bank will keep information provided by, or relating to, any customer confidential except that the Bank may disclose such information to any of the Bank’s affiliates, to any of the Bank’s or the Bank’s affiliates’ service providers or professional advisors, who is under a duty of confidentiality to the Bank to keep such information confidential, to any actual or potential participant, sub-participant or transferee of the Bank’s or obligations or any other transaction between any parties (or any of its agents or professional advisors) and any other person in connection with a transaction or potential transaction or for the purpose of transferring or assigning any Bank or the customer’s rights or remedies provided in any document relating to the facility of the Bank or another Group Member.

30. The Bank may in its sole and absolute discretion vary or amend these terms and conditions at any time without notice from time to time.

31. The Bank’s failure to exercise or delay in exercising any right or remedy under or in connection with the facility will not operate as a waiver, nor will any single or partial exercise of any right or remedy prevent further or other exercises of the same or any other remedy. The rights and remedies provided in any document relating to the facility are cumulative and not exclusive of any rights or remedies provided by law.

32. The customer is not entitled to assign or transfer any of its rights and obligations under the facility documents without the Bank’s prior consent. The Bank may at any time assign or transfer any of its rights and obligations under any facility document to any other person or change its lending office without the prior consent of the customer.

33. These terms and conditions shall bind and inure to the benefit of the respective successors-in-interest and permissible assignees of the Bank and the customer.

34. The terms and conditions shall be governed by and construed in accordance with the laws of the country where the customer is situated.
INTRODUCTION

It is important that you read and understand the following Terms and Conditions governing the use of Standard Chartered Silver/Gold/Platinum/Titanium/Signature Credit Card. If you do not understand any of them, please do not hesitate to contact us. Our staff at Card Services (CS) will be happy to assist you. By signing and/or, activating and/or retaining and/or using the Card, you have agreed to be bound by these Terms and Conditions. Knowledge of your rights and obligations will ensure that you are protected in the event of any unauthorized transaction on your Standard Chartered Silver/Gold/Platinum/Titanium/Signature Credit Card account(s) and how you can gain the maximum benefit from the services we offer apart from enabling you to fulfill your responsibilities as a Cardholder. The issue of a Standard Chartered Silver/Gold/Platinum/Titanium/Signature Credit Card is conditional upon the truthful completion of Bank's Silver/Gold/Platinum/Titanium/Signature Credit Card Application Form by a person under the laws of Bangladesh. The Bank reserves the right to issue a Card or reject an Application for the issue of a Card without assigning any reason, notwithstanding that the applicant may prima facie satisfy the eligibility criteria, and is also subject to the Bank's satisfactory verification of the information supplied. We strongly recommend that you keep this booklet readily available as it contains information, which could be important for you later. To the extent of any inconsistency between the agreement and other Terms and Conditions, the agreement shall prevail.

1. DEFINITIONS

(i) "ATM" means an automated teller machine or any Card operated machine or device whether belonging to the Bank or other participating banks or financial institutions nominated from time to time by the Bank, which accepts Card.

(ii) "Bank" means Standard Chartered Bank, its successors and its assigns.

(iii) "Standard Chartered Group" means each of Standard Chartered PLC and its subsidiaries and affiliates (including each branch or representative office).

(iv) "Bangladesh Bank" means the central bank of Bangladesh established under the Bangladesh Bank Order (P.O. 52 of 1972) and includes its successors and assigns.

(v) "Card Account" means the Global Silver/Gold/Platinum/Titanium/Signature Credit Card Account opened by the Cardholder with the Bank for the purpose of entering all payments and debits and/or credits for incurred by the Primary Cardholder and the Supplementary Cardholder, if any, under the Terms and Conditions of this agreement.

(vi) "Card" means the Silver/Gold/Platinum/Titanium/Signature Credit Card issued by the Standard Chartered Bank on the Application of Cardholder under the name of Visa or MasterCard or Silver/Gold/Platinum/Titanium/Signature Credit Card and also includes Primary, Supplementary and Replacement Cards.

(vii) "Cardholder" means an individual whose name is in a Card Account and who is responsible for all transactions and liabilities on the Card Account. It includes Primary and any Supplementary Cardholder.

(viii) "Card Transaction" means the purchase of goods and/or services, benefits or reservations (including without limitations any reservation made by the Cardholder for air, ship, rail, motor or other transportation or hotel or other lodging or accommodation or other transportation, rented or hired, whether or not utilized by the Cardholder) and/or receiving Cash Advances by the use of the Card or the Card numbers or the PIN or in any other manner including without limitation mail, telephone or facsimile orders or reservations authorized or made by the Cardholder, regardless of whether sales slip or cash advance or other voucher or form is signed by the Cardholder.

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

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

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

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

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

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

(xv) "Electronic Banking Terminal" means any authorized terminal or device connected to Standard Chartered electronic banking system from time to time.

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

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

(xviii) "Minimum Amount Due" is 1% of the Current Balance (subject to a minimum of Tk.500/or such other amount as determined by the Bank from time to time) and any fees, charges, or monthly installments in full. Payment of Minimum Amount Due by the Payment Due Date will help avoid any late payment charges.

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

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

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

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

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

(xxiv) "Security" means the Deposit.

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

(xxvi) "Supplementary Card" means a Card issued by the Bank to a third party nominated by, and at the request of, the individual entering this Agreement with the Bank and in respect of which Card Transaction is to be recorded on the Card Account.

(xxvii) "Supplementary Cardholder" means the person who has been issued a Supplementary Card.

(xxviii) "Taka" means the lawful currency of the Government of Peoples’ Republic of Bangladesh.

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

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

( xxx) 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. 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.

2. THE CARD

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

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

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

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

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

(vii) 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...
The Cardholder shall incur no finance charge (excluding for Cash Advance) if the payment of the Current Balance is received by the Bank on or before the Payment Due Date.

The Cardholder may choose not to settle the Current Balance in full, in which case the Cardholder must pay at least "Minimum Amount Due" as determined by the Bank from time to time on the credit account and any other appropriate action in accordance with law. The Cardholder will also be liable to clear all outstanding without prejudice to any right, remedy or action against him, by the Bangladesh Bank, the Bank, court or any regulatory agency.

The Card may be used for Card Transactions:

Within the Credit Limit as defined by the Bank to the Cardholder.

Within the limit assigned for SAARC countries & Myanmar and Non-SAARC countries and until the limit assigned for international transaction remains valid and in compliance with the rules and regulations issued by Bangladesh Bank under the Foreign Exchange Regulation Act 1947.

Until the expiry date embossed on the Card.

The Cardholder undertakes to act in good faith at all times in relation to all dealings with the Bank and the Bank shall operate only as waiver of the particular matter to which it relates and shall not operate only as waiver of the particular matter to which it relates and shall not

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

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 issue or to refuse to authorize any Card Transaction. The Bank reserves the right not to allow International Transactions up to full limit assigned for SAARC Countries & Myanmar and for Non-SAARC Countries so that the limits are not exceeded in the event of exchange rate fluctuations or any unauthorized transactions.

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

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.

For Cards issued against Export Retention Quota (ERQ) the Cardholder acknowledges that he/she understands the purpose of use of ERQ Card and hereby undertakes that the ERQ Card will be used for bona fide business purposes only.

4. CASH ADVANCE

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

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

(ii) The customer will be responsible to generate a PIN by calling the Bank’s Contact Centre, to be used in conjunction with the Card when making a transaction at an ATM. The Cardholder may under no circumstances whatsoever disclose the PIN to any person.

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

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

5. PAYMENT

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

The Cardholder agrees to pay the Bank upon the request of the Bank an annual fee as prescribed by the Bank in accordance with the Card Account Terms and Conditions and renewed and an annual fee prescribed by the Bank for each Supplementary Card when issued or renewed.

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

The Cardholder may choose not to settle the Current Balance in full, in which case the Cardholder must pay at least "Minimum Amount Due" as determined by the Bank from time to time on the credit account and any other appropriate action in accordance with law. 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.

The Cardholder may be liable for a Late Payment Charge in respect of any late payment of the Minimum Amount Due by the Payment Due Date, a flat Late Payment Charge prevailing from time to time will be levied.

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

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

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

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

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

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

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

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

(g) A replacement charge as prescribed by the Bank is payable by the Cardholder to the Bank immediately upon a request to the Bank to issue a Replacement Card. Additional charges as prescribed by the Bank are payable by the Cardholder to the Bank immediately upon the request to the Bank for the provision of copies of sales volume/Cash Advance Slip and any further services the Bank may provide from time to time.

(h) 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.

(i) The Cardholder hereby 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 cheques or drafts or any other banking facilities afforded 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.

(j) 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.

(k) 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.

(l) 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.

(m) 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 deemed to have authorized 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.

(n) 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 Bangladesh Bank within 10 days of the termination date of the Statement of Account for the particular Statement Period. Non-receipt of Statement of Account shall not be construed by the Cardholder to be sufficient for non-payment of dues in time. The Bank cannot be held liable for non-receipt of statement due to unforeseen circumstances and circumstances outside the Bank’s control.

Subject to applicable local laws:

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

(x) The Cardholder may use the following channels to log complaints/disputes with the Bank: branches, client centre, email. The Cardholder understands that the Bank may require time to complete the investigation and the period of time taken for the investigation will depend on the complexity of the complaint/dispute raised with the Bank. All entries in the Statement of Account shall be presumed correct unless the Cardholder disputes such entries within 30 days from the Statement of Account
proves such entry to be incorrect. If the disputed Card Transaction turns out to be genuine, the Cardholder shall pay the amount set out in the relevant Card Transaction together with any fees incurred by the Bank in the investigation of such disputed Card Transaction. Without prejudice to the foregoing, the Cardholder shall immediately report to the Bank if it suspects or suspects that 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 use of the Card until further notification to the Cardholder.

(xvi) 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.

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

(xviii) 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.

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

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

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

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

(xxiii) 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. (xxiv) Calls and visits will be made within the timeline as directed by Bangladesh Bank from time to time. Recovery letters will be issued to the address(es) of the Cardholder last updated by the Cardholder to the Bank whether about present, permanent or work address.

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

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

6. SUPPLEMENTARY CARD

(i) The Bank may at its absolute discretion issue a Supplementary Card to a person nominated by the Cardholder and approved by the Bank. The Supplementary cardholder must be of 18 years of age or over. The issue of the Supplementary Card 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 individually exceed 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 hereunder shall not be affected in any way by any dispute or counter claim which the Primary Cardholder and the Supplementary Cardholder may have against each other.

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

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

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

7. LOSS OF CARD/PIN AND ZERO LOSS LIABILITY

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

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

(iii) In the event that the Card is lost or stolen or the PIN is disclosed to any other party, the Cardholder shall immediately notify the said loss, theft or disclosure together with the particulars thereof to the Bank and the Police of the country where such loss or theft or disclosure occurred. In such circumstances, the Bank shall be entitled to temporarily suspend the use of the Card until the Bank has received proper notification of the said loss, theft or disclosure from the Cardholder.

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

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

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

8. TERMINATION

(i) Notwithstanding the payment provisions outlined under clause 5, all amounts outstanding on a Card Account (including that of all Supplementary Cards) together with any accrued interest, fees, charges, and other amounts not yet charged to the Cardholder’s Account shall be payable immediately in full upon the termination of this Agreement.

(ii) The Cardholder may at any time notify the Bank of his intention to close the Card Account and terminate the use of all Cards by giving notice in writing and returning all Cards 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 at the Bank’s own discretion 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 cause, a loss or damage to any authority including any economic and trade sanctions imposed by any regulator in any jurisdiction where the Bank operates in or by any supranational organisation, official body including, but not limited to, Her Majesty’s Treasury, the United Nations, the European Union or any country or 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 or any condition of any authority 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;

(c) 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 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 the Supplementary Cardholder whose use of the Card has been terminated shall not be liable for Charges and other liabilities incurred by the Cardholder and other Supplementary Cardholders (if any) after the Bank’s receipt of the cut Supplementary Card.

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

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

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

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

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

9. EXCLUSION OF LIABILITY

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

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

(ii) Refusal of any Merchant or member institution of Visa/Master Card to honour or accept the Card or for any defect or deficiency in the goods or services supplied to the Cardholder by any Merchant or, where applicable, for any breach or non-performance by a Merchant of a Card Transaction;

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

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

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

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

(vii) Any false statement, misrepresentation, error or omission in any details disclosed by
the Bank pursuant to Clause10;
(ivii) 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 PULL Service, Standard Chartered Bank may use the respective Mobile Phone operator’s text mail service (SMS) to send the financial information related to customer’s Silver/Gold/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/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 shall 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 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), result in a card being being overdrawn, appears to conflict with another instruction from a joint accountholder, or if the Bank genuinely believe or suspects the instruction is unauthorised.
The Bank will not execute Cardholder’s instructions, and will not be responsible for any loss resulting from such non-execution, if on the stipulated date of execution:
Bank’s policy, security procedure or requirement of any authority (including any economic and trade sanctions imposed by any regulator in any jurisdiction where the Bank operates in or by any supranational organisation, official body including, but not limited to, Her Majesty’s Treasury, the United Nations, the European Union or any country) prohibits the Bank from carrying out Cardholder’s instructions.

12. LIMITATIONS IN FUND TRANSFER SERVICES BY DIGITAL/ELECTRONIC BANKING SERVICES OR OTHER MEANS
The Bank need not execute any fund transfer instruction if on the date set for effecting the fund transfer:
(i) An order of court or any applicable law prohibits the Bank from executing the fund transfer instructions;
(ii) Bank’s policy, security procedure, or requirement of any authority (including any economic and trade sanctions imposed by any regulator in any 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) 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 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;
Bank’s business alliance partners who may provide their product or service to the Cardholder;
any person to whom disciplinary or regulatory action may be taken or who may otherwise be affected by or involved in any matters arising in connection with this card account; the Bank, or anyone the Bank considers necessary to facilitate Cardholder’s requests for services.

14. INDENIMITY
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 in 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 consents to the Bank withhold, and pay out, from the Cardholder’s account(s) such amounts as may be required according to applicable laws, regulations, agreements with regulators or authorities and directives.

16. RIGHT TO SET-OFF
(i) In addition to any general right to set-off or other rights conferred by the law to the Bank, the Cardholder agrees that the Bank may in its absolute discretion at any time and without notice combine and consolidate all or any account(s) held either individually or jointly, by the Cardholder with the Bank of whatever description and wherever located and whether in the Bank in any country or in any other currency or account or transfer any amount standing to the credit of any account(s) including a joint account or a Supplementary Cardholder into one account and debitor (or under any account(s)) of the Cardholder with the Bank of whatever description or wherever located and whether in the Bank in any country or in any other currency and may do so notwithstanding that the balances on such account(s) and the Cardholder hereby authorizes the Bank to offset any such combination, consolidation, set off or transfer with the necessary conversion at the Bank’s prevailing exchange rates which shall be determined by the Bank at its absolute discretion.
(ii) For the purpose of enabling the Bank to preserve intact the Liability of any party including the Cardholder once a writ or summons has been issued or to prove the bankruptcy or insolvency of the Cardholder or for such other reasons as the Bank thinks fit, the Bank may at any time place and keep for such time as the Bank may think prudent any monies received, recovered or realized hereunder or under any other Security or Guarantee of the credit of the Cardholder as the Bank thinks fit without any intermediate obligation on the part of the Bank to apply the same to any part thereof or in 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 the 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 wish 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 credit protection and fraud prevention agencies;
any financial institution which you or may have dealings with to conduct credit checks, anti-money laundering related checks, fraud prevention and detection of crime purposes;
amember or a member of a card association where the disclosure is in connection with use of a card;
any actual or potential participant or sub-participant in relation to any of Bank’s obligations under Bank’s banking agreement between the Bank or assignee, nominee or transferee (or any officer, employee, agent or adviser of any of them);
upon Cardholder’s death or mental incapacity, Cardholder’s legal representative and their legal advisers, and a member of the Cardholder’s immediate family for the purpose of allowing them to make payment on any of the above card account(s);
any authorised person or any security provider;
anyone the Bank considers necessary to facilitate Cardholder’s requests for services or application for products with any member of the Standard Chartered Group;
anyone the Bank considers necessary in order to provide the Cardholder with services in connection with a product;
any Bank or financial institution with which Cardholder has or has proposes to have dealings, regardless of whether the recipient of each case is located in Bangladesh or in any other country and regardless of whether such information will, following disclosure, be held, processed, used or disclosed by such recipient in Bangladesh or another country; located in any jurisdiction.

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.

(vii) All communications under these Terms and Conditions sent to the Primary Cardholder or the Supplementary Cardholder shall be deemed to be communication sent to both.

18. GENERAL

(i) The Bank shall not be liable for acting in good faith upon the Cardholder’s instructions.

(ii) The Cardholder authorizes the Bank at its discretion to record any such instruction and to use such records as evidence in a court of law or the legal proceedings.

(iii) From time to time Bank may monitor and/or record telephone calls between the Cardholder and Bank to assure the quality of its customer service or as required by applicable law.

(iv) The Cardholder shall indemnify the Bank against any consequences, claims proceedings or losses that may arise or be incurred by the reason of carrying telephonic instructions from or purported to be from the Cardholder.

(v) The Bank shall be entitled to appoint an agent to collect all sums due to the Bank from the Cardholder under this Agreement.

(vi) The Bank shall be entitled at any time without the consent of the Cardholder to assign, transfer, subcontract, sell or otherwise dispose of any or all of its rights under this Agreement and to transfer its rights as herein provided. All costs and expenses in such regard may be debited to the Card Account.

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

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

(ix) 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 changes, the Cardholder may return the Card by giving prior written notice to the effective date and clause 8 shall henceforth be operative.

20. GOVERNING LAW

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

21. PRE-CONDITIONS TO USE OF ANY PRODUCT

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

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

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

• be prohibited from entering or concluding transactions involving certain persons or entities (e.g. person or entity that is itself sanctioned or is connected to or dealing with directly or indirectly any person or entity that is sanctioned under economic and trade sanctions imposed by any regulator in any jurisdiction where any member of the Standard Chartered Group operates in or by any supranational organisation, official body including, but not limited to, Her Majesty’s Treasury, the United Nations, the European Union or any country), or

• Subject to clauses 14, 24 and 25 report suspicious transactions or potential breaches of sanctions to an authority in any jurisdiction to which the Standard Chartered Group may need or decide to disclose. Transactions impacted include those that:

- 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;
- Involve persons or entities which may be the subject of sanctions and embargoes.

A member of the Standard Chartered Group may intercept and investigate any payment messages and other information or communications sent to or by the Cardholder or on the Cardholder’s behalf and may use the information obtained from the interception and investigation in connection with any legal proceedings and/or to seek professional advice, including, in connection with any legal proceedings.

(viii) The Cardholder may use an International Credit Card overseas if they comply with the Bank’s rules and regulations. The bank reserves the right not to allow International Transactions up to full limit assigned for international usage facility after proper endorsement on the passport by the Cardholder.

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

(x) The Bank shall be entitled at any time without the consent of the Cardholder to temporarily suspend the usage of the Card until further notification to the Cardholder.
6. Eligible transactions conducted by the supplementary cardholder shall also

- seek professional advice, including, in connection with any legal proceedings (including any prospective legal proceedings), for obtaining legal advice or for establishing, exercising or defending legal rights;
- Compliance with Standard Chartered Group’s policies and procedures, and any
  legal, regulatory or business purposes; for surveillance of premises and ATMs.

25. SANCTIONS

Standard Chartered is committed to comply with economic sanctions that are imposed by relevant regulatory authorities. As such, we do not allow our products and services to be used directly or indirectly in countries that are subject to such sanctions, and will not process transactions which involve these countries. Please note that you will not be able to contact us via phone banking, facsimile transmission, or emails, or access our website and online banking, and we will not be able to provide you with financial services if you are in these countries. We will also not process payment or trade transactions that involve these countries. Please refer to our website at https://www.sc.com for a current list of countries that are subject to economic sanctions.

Standard Chartered –
Grameenphone Co-brand Credit Card (the
‘Card’) Terms and Conditions

The following terms and conditions shall govern the usage of the Card:
• The Card is a product of Standard Chartered Bank.
• The responsibility of Grameenphone Ltd. is limited to telecom products, services,
  STAR program, value added offers as and when offered, modified, reformed, or
  eliminated by Grameenphone Ltd. only.
• A Grameenphone post-paid mobile connection having auto bills pay instruction from
  the co-brand credit card are prerequisites to be eligible to apply for this co-brand
  credit card.
• In order to maintain the GP Star status, you have to meet and continue to meet the
  requirements set by Grameenphone Ltd. which may be changed from time to time
  at the sole discretion of Grameenphone Ltd.
• Your GP Star status will be determined solely by Grameenphone Ltd. Standard
  Chartered Bank will not be liable for any change of your GP Star status.
• Termination of Star status shall terminate the co-brand credit card, however, this
  Credit Card Agreement shall continue and Standard Chartered Bank shall issue
  regular credit card as applicable for which these Co-brand Credit Card Terms and
  Conditions shall not be applicable.
• Any dispute in connection with Star Program shall be referred to and resolved by
  Grameenphone Ltd. and Standard Chartered Bank shall not be a party to any such
  dispute at any time.
• This Standard Chartered – Grameenphone Co-brand Credit Card Terms and
  Conditions shall be an integral part of the Credit Card Agreement and read in
  conjunction with the “Credit Card Terms and Conditions” and in case of any conflict
  between these two, the later shall prevail.

Standard Chartered Titanium Credit Card-
Terms and Conditions on Cash Back Reward

The following terms and conditions shall govern the usage of Standard Chartered
Titanium credit card. The information on applicable cash back categories, rates, and
monthly cap are available on our website www.sc.com/bd are subject to change at
the discretion of Standard Chartered Bank (the ‘bank’) at any time. For more
information, please contact any of our branches or call our 24-hour Client Care Centre
at
02 83322772 or 16233 (from mobile).

1. Cash Back Reward is applicable only to the Titanium credit card (the ‘card’).

2. "Cash Back Reward" means a credit entry executed by the bank on the card
account based on eligible transactions.

3. "Cash Back Percentage" means the percentage of the eligible transaction
amount that would be given as "Cash back" which is subject to change at the
discretion of the bank. However, the bank will notify the cardholder through SMS
and email to cardholder’s mobile number and email address registered with the
bank before making any such changes. Please contact immediately at any of our
branches or call our 24-hour Client Care Centre at 02 83322772 or 16233 (from
mobile) in case you do not agree with any such notification.

4. "Eligible Transaction" means any retail transaction (not being cash withdrawal,
cash advance, card cheque transaction, Instant loan, or any other category of
transactions as may be decided from time to time by the bank at its sole
discretion) belonging to the "Promoted Categories" which has successfully been
posted on the card account and not charged back or reversed.

5. "Promoted Category" means a category of transactions promoted from time to
time by the bank at its own discretion. The "promoted categories" will be
decided on the basis of merchant category and merchant establishment code for
the establishment where the purchase is made. The bank reserves the right to
define whether a purchase meets the Cash Back Reward eligibility criteria or not.

6. Eligible transactions conducted by the supplementary cardholder shall also
acquire Cash Back Rewards on the primary card account.

7. Returned purchases, disputed or unauthorized/fraudulent transactions, finance
charges, card account fees and charged back transactions shall not be eligible
for Cash Back Reward. The bank reserves the right to reverse any Cash Back
Reward credited on such transactions.

8. Eligible transactions conducted overseas will also be eligible for the Cash Back
Reward.

9. This Standard Chartered Titanium credit card - Terms and Conditions on
Cash Back Reward shall be read in conjunction with the “Credit Card Terms and
Conditions” and in case of any conflict between the credit card Terms and
Conditions and this Standard Chartered Titanium credit card-Terms and
Conditions on Cash Back Reward the later shall prevail.