

Declaration - Visa Classic and Visa Platinum / VISA USD GOLD

Declaration:

I herewith submit my application for the Standard Chartered Bank Nepal Limited Visa Classic/Visa Platinum/Visa USD Gold and confirm that I have understood the terms & conditions as mentioned below.

1. Application Processing:

- I have signed the application form and confirm all the information contained therein is true and correct.
- I hereby authorise the Bank to verify any information from whatever source it may consider appropriate.
- I accept that the Bank in its absolute discretion to accept or reject this application without assigning any reason whatsoever and that the application and its supporting documents will become part of the Bank's record and shall not be returned to me.
- By signing and activating or using the Card, I agree to be bound by the Terms and Conditions as mentioned in the Banks Credit Card Agreement.
- Where requested, I authorize the Bank to issue Supplementary Card(s) or use on my account to the person(s) I name.
- It shall be my primary responsibility to honour all the charges on the Supplementary Card.
- The continuation of the membership of the Supplementary Card(s) shall be dependent on the continuation of my membership.

I also confirm that I have not been promised any discount /free gift or any other commitment whatsoever (which is not documented in the agreement) by Standard Chartered Bank Nepal Limited or any of its authorized representatives.

2. Nepal Rastra Bank Requirements:

I understand that

- In case of Visa Platinum and Visa Classic Cards the use of my Card is confined to Nepal, India and Bhutan and should not be used outside these countries. The use of my card outside these countries makes my card liable for immediate cancellation and any other appropriate action as stipulated by Nepal Rastra Bank or other regulatory bodies from time to time. I will be liable and responsible to clear all outstanding without prejudice to any right, remedy or action.
- My Visa Platinum and Visa Classic card is a local rupee card. The transaction at Duty Free shops will be billed in US Dollars thus I am prohibited from using my card at Duty Free shops.
- The maximum amount I may draw as Cash Advance from my Visa Platinum and Visa Classic Credit Card while visiting India is as advised by Nepal Rastra Bank, from time to time and subject to my credit card limit and available balance. The card is liable for cancellation in case there are any cash transactions beyond the amount stipulated by Nepal Rastra Bank from time to time and the Bank can provide such information to Nepal Rastra Bank for investigation and/or necessary action. In such cases I will be liable and responsible to clear all outstanding without prejudice to any right, remedy or action available against me, by Nepal Rastra Bank, the Bank or any regulatory agency.
- It is my responsibility to provide supporting documents pertaining to any purchase transactions done in India to the Bank as and when requested. It is my responsibility not to utilize my funds withdrawn from credit card for capital investments in India.

3. Disputes and Resolutions:

I understand that

- If I believe that an error has occurred in my card account, I should contact Bank promptly within 30 days of the date of settlement.

4. Termination:

- I understand that the Bank may at any time recall all or any Card(s) and terminate its/ their use with or without giving prior notice to me. After such recall, I will return such Card(s) out in half to the Bank and make full payment of all Charges and liabilities to the Bank.

5. Post Approval:

- Standard Chartered Bank Nepal Limited has the sole and absolute right to change the terms and conditions of the Credit Card Agreement, but Standard Chartered Bank Nepal Limited will give prior adequate notice before changing the terms and conditions of the Credit Card Agreement. I need to inform the bank regarding any change in my occupation employment/status and change of address and to provide any further information that the bank may require from time to time.

6. Indemnity:

- I hereby undertake and agree to indemnify the Bank against any loss, damage, liability, costs and expenses whether legal or otherwise incurred by the Bank on account of any breach by me or the supplementary Credit Card holder of the aforesaid conditions or any terms and conditions contained in the Bank's Credit Card Agreement or by any legal disability or incapacity of the Supplementary Cardholders.

7. Consent for freedom to disclose information:

I/We hereby consent to the Bank, its officers and agents disclosing information relating to me/us and my/our account(s) and/or dealing relationship(s) with the Bank and Standard Chartered Bank (including all its branches) ("SCB"), including but not limited to details of my/our facilities, any security taken, transactions undertaken and balances and positions with the Bank and SCB, to

- The head office of the Bank, any of its subsidiaries or subsidiaries of its holding company, affiliates, representative and branch offices in any jurisdiction (the "Permitted Parties");
- The agents and independent contractors of the Permitted Parties who are under a duty of confidentiality to the Permitted Parties;
- Any actual or potential participant or sub participant in relation to any of the Bank's rights and/or obligations under any agreement between us, or assignee, novatee or transferee (any agent or adviser of any of the foregoing); any rating agency, insurer or insurance broker of,
- or direct or indirect provider of credit protection to any Permitted Party;
- any court or tribunal or regulatory, supervisory, governmental or quasi-governmental authority with jurisdiction over the Permitted Parties.
- There may be other terms and conditions that govern the collection, use and disclosure of your personal information contained in our banking agreement and our privacy notice published in our website. Such other terms and conditions shall be.

8. Conditions for Estatement Form: In consideration of the Bank agreeing to my request that future statements be sent to me via electronic mail (e-mail) to such e-mail address as in the Banks record ("Designated Email") or such other designated e-mail account as may be instructed by me from time to time (collectively known as the "Service"). I hereby agree as follows.

- I shall agree to the terms and conditions relating to the Service as herein after provided, and I confirm that these shall be in addition to and not in substitution of the Banks standard terms and conditions governing cards facilities and to the services which shall apply to the service as if the said terms and conditions were repeated herein. In the event of a conflict between the terms and conditions of this agreement and any other relevant terms and conditions, the terms and conditions of this agreement will prevail to the extent of such conflict. The use of the Service will constitute my agreement to and receipt of these terms and conditions as well as my acknowledgement of the inherent risks in the transmission of eStatement via e-mail.
- The provision of this Service is at the Banks discretion, and such service may be modified, suspended, withdrawn, cancelled or discontinued by the Bank at any time. In the event of such modification, suspension, withdrawal, cancellation or discontinuance of the Service, the Bank shall notify me and shall revert to sending the statements in paper format to my last mailing address appearing on the Banks record. In the case of eStatement via email the eStatement shall be attached together with the email. Once the Service is provided to me, the Bank will cease to provide me with printed and mailed statements.
- I am the owner and designated user of the Designated Email and shall take all necessary security measures and precaution to ensure that the Designated Email is not accessed by any unauthorized party. I agree and confirm that the Bank does not warrant the timeliness, security, confidentiality or availability in the transmission of the eStatements to the Designated Email.
- I may terminate the Service at any time by completing a designated form and returning it to the Bank. I understand that the Bank will revert to sending me my statements in paper format to the last mailing address appearing on the Banks records.
- The Banks system of transmission of the eStatements are proprietary to the Bank and I agree to the non-exclusive sub-licence of the system granted by the Bank to me for my use of the Service. I am aware that any unauthorized use of the system by me or through parties (whether authorized or unauthorized by me) may result in civil action being take against me by the Bank. I shall not (whether by myself or otherwise) re-engineer, modify, disseminate, copy, decompile any software within the system or otherwise owned or provided by the Bank.
- It will be required to check all eStatements for any unauthorized transactions, If I should be aware of any unauthorized transaction(s) on any of the eStatements, I must notify the bank as soon as reasonably practicable but in any event not later than the Stipulated applicable time period specified in my eStatement. Any applicable time periods within which I must notify the Bank of any unauthorized transaction(s) shall begin on the statement date printed on the relevant eStatement regardless of when I access or open the eStatement.
- I am aware that the Bank never makes any request from me to provide my account or security details via email. Where I have requested for eStatement to be sent to me to my Designated Email, I acknowledge that the eStatement can only be accessed/viewed using a password comprising of fourteen (14) numeric characters (the "Access Identification"). Such Access Identification will be used by me to access the monthly eStatement. I acknowledge that I am responsible for checking the eStatement for any unauthorized transactions and that if I am aware of any unauthorized transaction(s) on any of the eStatements, I must immediately notify the Bank. I must ensure that the Access Identification is kept strictly confidential at all times to prevent any unauthorized access to the eStatement. If I am aware or if I suspect that the Access Identification is known to someone else I must notify the Bank immediately.
- I agree that from time to time the Bank may advertise its products and services. and those of other companies in the Standard Chartered Bank Nepal Limited through the eStatement Service.
- I acknowledge that the Bank will use its best endeavours to ensure the security of the Service. Notwithstanding the foregoing, I agree that the Bank shall not be liable in any manner for any disruption, unavailability of the Service, communication, electrical or network failure that may result in the eStatements being incomplete, unavailable or delayed in transmission. I further acknowledge that the use of and the transmission of information via email and/or internet may not be guaranteed to be secure. I acknowledge that the information transmitted may be liable to errors, viruses, delay, interception, modification or amendment by unauthorized persons and I acknowledge that transmission may be disrupted, interrupted, delayed or incorrect. I shall not hold the Bank responsible for any errors, viruses, delay, inaccuracy, losses, damages whatsoever arising from or in connection with my/our use of the Service (including but not limited to any interception, modification or amendment, disruption interruption, delay of inaccuracy of emails or internet transmission or other communication equipment or facilities). For the avoidance of doubt, the Bank shall not be responsible for any losses suffered whether direct, indirect, consequential, or special loss, even if the Bank shall have been advised of the same.
- I will not hold the Bank responsible for any consequences that may arise as a result of any online communication between myself and the Bank which which may be lost in transmission (whether in whole or in part).
- I acknowledge and agree that the Bank shall have the right to amend any term(s) of this agreement at any time by giving such notice in writing to the customer, whether by mail, facsimile, email notification or otherwise or by placing prominent notices at the Banks offices or branches and I agree to be bound by the same.
- In addition to the above clauses regarding issuance of card, I hereby read and understand my responsibility and the following risk associated with the card I have applied for:
 - It is my responsibilities to ensure the security of Card and PIN issued by bank. If I fail to observe these security requirement, I will be liable for any unauthorized use of card issued by the bank and loss involved.
 - It is my responsibility to advise any discrepancies in the transaction/s details provided by the Bank through monthly statement. It is my sole responsibility to advise the bank within 30 days from the statement date, in case there are any discrepancies. If I fail to advise the bank within 30 days from the date of statement, the Bank will consider the transaction/s and statement details are correct and I will be liable for any such transactions.
 - In case of use of my EMV card for transactions at EMV enabled merchants /Point of Sale terminals with input of personal PIN signature on the sales slip is not mandatory.

9. Most Important Document/Important Information Document:

I have received MID (Most Important Document) and have understood the content related to **financial charges, fees and penal charges, right to set off acceptance of my credit card and credit limit.**

Disclosure Terms

Personal information

Personal information means information that identifies a particular individual and includes personal details (for example name, personal identification details, and date of birth), contact details (for example telephone number, mobile phone number and email address) and employment details;

Your information:

Your information comprises all the details the Bank hold or collect about you, your transactions, your financial information, your personal information, and information about you obtained from you, your interactions and dealings with us and any third party, including information received from third parties and information collected through your use of the Bank's electronic banking services.

Purposes for which the Bank uses your information

The Bank or any member of the Standard Chartered Group may use your information to (a) provide you with a product or service, (b) comply with obligations and requirements under any local or foreign laws or regulations applicable to any member of the Standard Chartered Group and any internal policies and procedures of any member of the Standard Chartered Group and (c) meet any administrative, business, legal or regulatory purpose; including the following:

- processing your application for products and services, payments, transactions and your instructions or requests;
- providing you with products and services (including any electronic banking services);
- maintaining the Bank's relationship with you;
- communicating with you on your account and product, providing you with statements and notices such as important changes to the features, terms and conditions of any product or your account;
- assessing your suitability for products and services;
- operational purposes;
- statistical analysis (including behavioural analysis and profiling);
- establishment, continuation and management of your banking relationship with the Bank and your Bank's account or, where applicable, any member of the Standard Chartered Group;
- Identity verification, sanctions screening and due diligence checks;
- credit assessment, including conducting credit checks and setting credit limits enforcing your obligations (including collection of outstanding amounts owed to the Bank by you and/or security provider), debt recovery, adjustment of your credit limit of relevant accounts, and establishing or implementing a scheme of financial arrangement with you;
- conducting market research and surveys with the aim of improving the Bank's products and services;
- for marketing purposes, promotional events, competitions and lucky draws;
- to comply with any local or foreign laws, regulations, voluntary codes, directives, judgments or court orders, agreements between any member of the Standard Chartered Group and any authority, regulator, or enforcement agency, policies (including the Standard Chartered Group's policies), good practice, government sanctions or embargoes, reporting requirements under financial transactions legislation, and demands or requests of any authority, regulator, tribunal, enforcement agency, and exchange body;
- for the prevention, detection, investigation and prosecution of crime in any jurisdiction (including, without limitation, money laundering, terrorism, fraud, government sanctions or embargoes, and other financial crime);
- to seek professional advice, including, in connection with any legal proceedings (including any prospective legal proceedings), for obtaining legal advice or for establishing, exercising or defending legal rights;
- compliance with Standard Chartered Group's policies and procedures, and any legal, regulatory or business purposes;
- for surveillance of premises and ATMs
- I/We hereby consent to the Bank and each member of the Standard Chartered Group, including its officers, employees, agents and advisers disclosing the information held by the Bank to the following parties for any of the purposes where the Bank can disclose the held information:
 - any member of the Standard Chartered Group anywhere in the world, including any officer, employee, agent or director;
 - professional advisers (including auditors), third party service providers, agents or independent contractors providing services to support the Standard Chartered Group's business;
 - The Bank business alliance partners who may provide their product or service to the Bank;
 - 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;
 - any debt collection agency, credit bureau or credit reference agency, rating agency correspondents, insurer or insurance broker, direct or indirect provider of credit protection and fraud prevention agencies;
 - any financial institution which the Bank have or may have dealings with to conduct credit checks, anti-money laundering related checks, fraud prevention and detection of crime purposes;
 - a merchant or a member of a card association where the disclosure is in connection with use of a card;
 - any actual or potential participant or sub-participant in relation to any of the Bank's obligations under the Bank's banking agreement between the Bank or assignee, novatee or transferee (or any officer, employee, agent or adviser of any of them);
 - upon the requester/applicant/account holder's death or mental incapacity, to their legal representative and their legal advisers, and a member/s of their immediate family for the purpose of allowing them to make payment on their account/s;
 - any authorised person or any security provider;
 - anyone the Bank considers necessary to facilitate the applicant/requester/account holders 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 Bank with services in connection with a product, located in any jurisdiction.

There may be other terms and conditions that govern the collection, use and disclosure of your personal information contained in our banking agreement and our privacy notice published in our website. Such other terms and conditions shall be read in conjunction with the disclosure terms.

ONLINE TERMS

I/We understand that the Bank provides various services related to Cards through its online channel. I/We accept and agree that the services available through Online Banking/ SC Mobile App may not be provided by the Bank through its Branches and/or Client Care Centre as and when deemed required.