পুবালী ব্যাংক পিএলসি.
PUBALI BANK PLC.

APPLICATION FORM FOR CREDIT CARD

Date D D M M Y Y Y Y

Branch Name

Employee ID

Customer ID

GENERAL INSTRUCTIONS
Please fill in with Capital Letters and (✓) boxes where appropriate boxes where appropriate and countersign all changes or corrections you make

CARD DETAILS

I want to apply for Pubali Bank ☐CLASSIC CREDIT CARD ☐GOLD CREDIT CARD ☐PLATINUM CREDIT CARD

Type of Cards ☐VISA ☐mastercard

PERSONAL DETAILS

☐Mr. ☐Mrs. ☐Ms. ☐Others

Full Name (as in Passport/NID)

Date of Birth D D M M Y Y Y Y Nationality ☐Bangladeshi ☐Non Bangladeshi

Marital Status ☐Single ☐Married ☐Others No. of Dependents

Education ☐SSC ☐HSC ☐Graduate ☐Post Graduate ☐Others

Passport No. Passport Expiry D D M M Y Y Y Y

National ID No

Driving License No TIN No

Father's Name

Mother's Name

Spouse Name

Your name as you would like to be appeared on the Card

(*leave one space between names, do not use title and nick name, with spaces maximum 19 characters allowed*)

SPOUSE DETAILS

Spouse Name

Father's Name

Mother's Name

National ID No Date of Birth D D M M Y Y Y Y

Profession ☐Service ☐Business ☐Other (*Specify*)

Designation Company Name

Address

Thana Postal Code

Tel (Office) Mobile

RESIDENTIAL DETAILS

Residence Status ☐Owned ☐Family owned/Org owned ☐Rented; if rented, monthly rent Tk

Present Address

City Postal Code Residing since Year Month

Permanent Address

Thana City Postal Code

Tel (Office) Tel (Home)

Mobile ☐Postpaid ☐Pre-paid Email

BUSINESS/EMPLOYMENT DETAILS

Occupation ☐Business / Professional ☐Salaried ☐Unemployed ☐Other

Nature of Business ☐Industrial ☐Commercial ☐Agricultural ☐Services ☐Other

Self Employed ☐Proprietorship ☐Partnership ☐Private Ltd. ☐Other

Salaried ☐Gov. Dept. / Org. ☐Private Org. ☐Financial Org. ☐Other

Name of the Company / Firm / Employer

In Business / Employed since (*Date of Joining in current organization*) D D M M Y Y Y Y

Designation Divison/Department

Current Office / Business Address

Thana City Postal Code

Overall Length of Employment / Business Tel No.

Head Office Address (*if Different*)

Thana City Postal Code

Previous Job Reference (*If period of employment on current job is less then 1 year*) **Employment** ☐Permanent ☐Contractual

Designation Service Tenure D D M M Y Y Y Y to D D M M Y Y Y Y

Company Name

Address

City Postal Code Tel (Office)

INCOME DETAILS

Monthly Gross Income BDT | Other Monthly Income (*if any*) BDT

Source of other Income | Net Monthly Take-Home BDT

OTHER DETAILS

Member of ☐Club ☐Forum ☐Association Name | Valid Till D D M M Y Y Y Y

Owned Personal Vehicle ☐Yes ☐No ***if Yes***

CORRESPONDENCE

For printed statement & other correspondence ☐Present Address ☐Office Address

For e-statement & other electronics correspondence : Please provide your email

ARE YOU A PUBALI BANK CUSTOMER

Are You a Pubali Bank Customer? ☐Yes ☐No

Personal Bank Account details with Pubali Bank PLC./Other Banks

BANK NAME	BRANCH NAME	ACCOUNT NUMBER	ACCOUNT TYPE	MONTHLY AVERAGE BALANCE

Personal Credit facilities with Pubali Bank PLC./Other Financial Institution(s)

BANK NAME	BRANCH NAME	ACCOUNT NUMBER	ACCOUNT TYPE	INSTALLMENT AMOUNT IN BDT	OUTSTANDING AMOUNT IN BDT

Details of Credit Card

BANK NAME	CREDIT LIMIT	MEMBER SINCE

STANDING INSTRUCTION FACILITY

☐Yes, I would like to have my Pubali Bank's account automatically debited each month for payment of my Credit Card dues as follows:

Monthly payment ☐Minimum amount due ☐100% of current balance ☐Other %

Account no. | Signature

Note * If this is left blank, your account will be debited for the minimum amount due

SUPPLEMENTARY CARD APPLICATION

☐Mr. ☐Mrs. ☐Ms. ☐Others

Name of Supplementary Applicant

Date of Birth D D M M Y Y Y Y Occupation

Relationship with the Primary Card applicant ☐Spouse ☐Parent ☐Brother/Sister ☐Child ☐Other

Father's Name

Mother's Name

Present Address

City Postal Code Mobile

Your name as you would like to be appeared on the Card

(*leave one space between names, do not use title and nick name, with spaces maximum 19 characters allowed*)

Would you like to set up a spending limit per billing cycle to your Supplementary Card? ☐Yes ☐No

If yes % of local Credit limit and % of USD Credit limit

Card no

PRIMARY & SUPPLEMENTARY APPLICANT'S PHOTO AND SIGN

Primary Card Applicant

Please attach 2 recent color passport size photographs in this box, Write your name on the back of the photographs.

Supplementary Card Applicant

Please attach 2 recent color passport size photographs in this box, Write your name on the back of the photographs & attested by primary card applicant.

Sign within area, use black ink only

Supplementary Card Applicant's Signature

Primary Card Applicant's Signature

SUPPLEMENTARY CARD APPLICANT DECLARATION

I, the Supplementary Card applicant, agree to be jointly and separately liable to all transactions processed by the use of the Card applied for and issued by Pubali Bank PLC. to the Primary Card applicant and or to myself, and to be bound by all the Terms and Conditions of the Bank's Credit Card Agreement.

Supplementary Card Applicant's Signature

Date D D M M Y Y Y Y

REFERENCES

RELATIVE (OTHER THAN SPOUSE)

Name

Relationship

Address

Mobile No.

Tel

BANK ACCOUNT HOLDER (NON RELATIVE)

Name

Relationship

Address

Mobile No.

Tel

PRIMARY CARD APPLICANT DECLARATION

I hereby apply for a MasterCard/Visa Credit Card & declare that the information provided in this application is true and correct and I shalladvise you of any changes thereto. I hereby authorize Pubali Bank PLC. to verify any information from whatever sources it may consider appropriate. I accept that Pubali Bank PLC. is entitled in its absolute discretion to accept or reject this application without assigning any reason whatsoever and that the application and its supporting documents shall become part of the Bank's records and shall not be returned to me. I acknowledge and agree that the use of the Primary Card and/or Supplementary Card(s) if any, issued on my account shall be deemed as an acceptance of the Terms and Conditions of the Bank's Credit Card Agreement (which may be amended from time to time) accompanying the Card. Upon approval I agree to pay the prevailing fees. By signing the application and/or activating and/or using the Card, I agree to be bound by the Terms and Conditions as mentioned in the Bank's MasterCard/Visa Credit Card agreement. Where requested, I authorize Pubali Bank PLC. to issue Supplementary Card(s) for use on my account to the person(s) named whom I undertake is over 18 years of age, and is a resident of Bangladesh and agree that you may provide information to him/her about the account. In case the Supplementary Card Applicant is between 18 and 21 years old, I hereby undertake that the use of such Card shall be made under my supervision and control. I hereby agree to indemnify the Bank against loss, damage, liability or cost incurred by the Bank on account of any breach by me or by the Supplementary Cardmember(s) of the aforesaid Conditions or any other Terms and Conditions contained in the Bank's MasterCard/Visa Credit Card Agreement or by reason of any legal disability or incapacity of the supplementary Cardmember. I also understand that the Supplementary Card fees shall be billed in my statement and it shall be my primary responsibility to honor all charges incurred on the Supplementary Card. The continuation of the membership of the supplementary Cardmember(s) shall be dependent on the continuation of my membership. I am also aware that **Safety Net Insurance Program** is available for me - being the Primary Cardmember - with the MasterCard/Visa Credit Card. I have understood the Terms, Conditions, Exclusions and Benefits of this valuable Protection Scheme. Being aged between 18 and 60, I agree, unless I state in writing to The Pubali Bank PLC. otherwise, to get enrolled into **Safety Net Insurance Program** automatically upon opening of my Credit Card account and I understand that this insurance is not applicable to the consequences of a sickness or an accident incurred prior to my enrolment in the Insurance Scheme. I hereby authorize the Bank to verify the information in relation with this insurance scheme from whatever sources it may consider appropriate. I hereby agree that all statements whether through e-statements service or other means of transmission sent by the Bank for my MasterCard/Visa Credit Card shall be accepted and upheld by me as correct and authentic. I declare that I shall not raise any objection against the Bank on its agreeing to the same and I fully accept the risk and responsibility of statements transmitted by the Bank. The Bank does not warrant against any external factors affecting the privacy and/ or security of e-mail during internet transmission. I also agree to keep the Bank indemnified against all actions, proceedings, liabilities and claims, cases, damages, costs and expenses in relation to or arising out of so accepting my request by the Bank and transmitting statements and information through e-mail. I assure the Bank that I shall inform in writing of any change in my e-mail address or any request for discontinuation of this facility to **Card Business Division, Pubali Bank PLC., A-A Bhaban, 2nd Floor, 23 Motijheel C/A, Dhaka -1000, Bangladesh**. The Bank shall not be liable or responsible for datacorruption, delay and/or interception of the information so given and the Bank reserves the right to update every such information from time to time and at any time.

I do hereby declare that I am not a loan defaulter with any Bank and/or Financial Institution in any way or the other.

I hereby indemnify the bank that I shall notify the bank at least one month before renewal of my card or discontinuation of the same.

Primary Card Applicant's Signature

Date D D M M Y Y Y Y

BANK USE ONLY

Application

Card no

Credit Limit (BDT)

USD

Date D D M M Y Y Y Y

CUSTOMER DECLARATION

	YES	NO
I am aware of all fees and charges applicable to the Pubali Bank PLC.'s MasterCard/Visa Credit Card		
I am aware of the MasterCard/Visa Credit Card 's monthly payment requirements		
I am aware that the Bank may seek to verify or confirm the validity of my information		
I have filled up the application form myself		
I have applied for MasterCard/Visa Credit Card without any undue influence		
I have furnished all supporting documents along with the application form		
I am aware that Pubali Bank PLC. has the right to reject my application without assigning any reason		
I am aware that the assigning of credit limit is at the sole discretion of the Bank		
I am aware of all benefits and uses of MasterCard/Visa Credit Card		

DOCUMENTS SUBMITTED

	YES	NO
Photo		
Salary Certificate / Payslip		
Bank Statement		
Trade License		
TIN Certificate		
Memorandum / Articles of Association		
Copy of Passport		
National ID		
Post dated Cheque		
Others (*Please specify*)		

I, _____, have read and understood the above statements and also confirm that the above declaration provided by me in this form is true and correct. I also confirm that Mr./Ms. _____ (_____ Official), has explained to me all the features of Pubali Bank PLC.'s MasterCard/Visa Credit Card.

Primary Card Applicant's Signature

Date D D M M Y Y Y Y

Please Note:

- You do not have to be a Pubali Bank Account holder to apply for a MasterCard/Visa Credit Card
- Enclose the following documents:
  a) Photograph (2 copies)
  b) Copy of Passport (First 5 pages and last 3 pages if you apply for a dual card)
  c) Personal Bank Statement for last 6 months of all accounts for businessman & 3 months for salaried person
  d) If salaried, latest original salary certificate / pay slip
  e) If self-employed, copy of Trade License / Memorandum / Articles of Association and Personal / Company Bank Statement for the last 6 months
  f) Copy of TIN (Tax Identification Number) related documents
  g) Copy of NID (National Identity Card) or any Photo ID when NID is not available
- Complete all sections of the application form. Incomplete application may be delayed or cancelled

TERMS & CONDITIONS OF PUBALI BANK PLC. MASTERCARD/ VISA CREDIT CARD

These Terms and Conditions shall be applicable to Pubali Bank PLC. MasterCard/ VISA Credit Card. Any person who has been issued a credit card by Pubali Bank PLC. and who has signed at the back of the Card and/or has used the Card shall be bound by these Terms and Conditions.

1. ***Definitions***
APR means Annual Percentage Rate.

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 or to the MasterCard/VISA global ATM network or the affiliated networks which accepts the Card.

Bank means Pubali Bank PLC. and only refers to the branches of Pubali Bank PLC. carrying on business in Bangladesh.

Card means the applicable Pubali Bank PLC. MasterCard/VISA Credit Card issued by the Bank to the Cardmember and includes supplementary and subsequently issued renewal or replacement Cards, if any, unless the context otherwise requires.

Cardmember means the original person excluding any Supplementary Cardmember who is issued a Card and for whom the Card Account is first opened by the Bank.

Card Account means the Pubali Bank PLC. MasterCard/VISA Credit Card account, as the case may be, opened by the Bank for the purpose of entering debits incurred by or for the account of, and credits received by or for the Cardmember and Supplementary Cardmembers, if any, under these Terms and Conditions and includes, without limitation, all debits incurred resulting from any Cash Advances and/or Charges and/or Liabilities arising out of or in connection with any Card Transaction or otherwise.

Cash Advance means any amount in any currency provided to the Cardmember and/or Supplementary Cardmember by the Bank or participating bank or ATM displaying the scheme logo and whether in cash or other form of payment.

Card Transaction means any Cash Advance or the amount charged by the Bank or any Merchant for any goods, services, benefits, or reservation obtained by the use of the Card or the Card numbers or the PIN or in any other manner by the Cardmember and/or Supplementary Cardmember, including without limitation, mail, facsimile orders or reservation authorized or purported to have been authorized or made by the Cardmember and/or Supplementary Cardmember, regardless of whether a sales or Cash Advance or other voucher or form is signed by the Cardmember.

Charges means the amount of all and any purchases charged and all amounts payable by the Cardmember and as applicable, Supplementary Cardmember, arising from the issue or use of the Card and includes, but is not limited to, all Card Transactions, costs, disbursements, fees imposed by the Bank and all loss and damage incurred or suffered or sustained by the Bank arising from or relating to the issue or use of the Card or breach of these Terms and Conditions by the Cardmember and/or the Supplementary Cardmember, or the Bank's enforcement or attempted enforcement of its rights under these Terms and Conditions in connection therewith.

Credit Limit means the maximum outstanding balance permitted by the Bank in the Card Account and, notified to the Cardmember from time to time.

Current Balance means the total balance outstanding on the Card Account and payable to the Bank by the Cardmember, or the total outstanding balance stated in the Card Account, as the case may be, according to the Bank's records on the date the Statement of Account is issued including all charges and liabilities.

Liabilities means any or all amounts payable whatsoever by the Cardmember to the Bank pursuant hereto (other than 'Charges') including every type of exchange or other premium, fees, imposts, duties and levies of whatsoever kind and/or amounts such as minimum payment fees, delayed payment fees, cash advance fees, stamp duties, excise or other taxes on provision of advances or credit or finance or otherwise and losses incurred or sustained by the Bank, if any, arising or resulting from any governmental actions or policies which effectively prevent repayment of foreign currency Charges of the Cardmember and/or Supplementary Cardmember and further including, without limitation, fines, costs, expenses, damages (liquidated or otherwise) and legal costs and disbursements charged or incurred in connection with application and/or enforcement hereof.

Merchant means any retail and/or service outlet that has entered into a written agreement to accept credit cards in the payment or reservation of goods and services.

Minimum Payment Amount means either 5% of the Current Balance or a minimum payment amount that the Bank may specify in the applicable Statement of Account, whichever the Bank desires, plus if the Bank so computes, the Minimum Payment Amount of any previous Statement of Account unpaid by the Cardmember and the excess outstanding balance over the Credit Limit in the Card Account.

Month means calendar month of Christian Era.

Payment Due Date means the date specified in the Statement of Account by which date payment of the Current Balance or at least the Minimum Payment Amount is to be made to the Bank.

PIN means the Personal Identification Number generated by the Cardmember or a Supplementary Cardmember (if applicable) to enable Card to use at ATMs and/or other authorized terminals, displaying the scheme logo for a Cash Advance.

BDT means Bangladeshi Taka for the purpose of these Terms and Conditions.

USD means US Dollar for the purpose of these Terms and Conditions.

Statement of Account means the Bank's monthly or other periodic statement of account sent to the Cardmember showing particulars of the Current Balance and Minimum Payment Amount incurred by and/or for the account of the Cardmember and any Supplementary Cardmember and payable to the Bank on Payment Due Date.

Supplementary Card means the supplementary MasterCard/VISA Card issued by the Pubali Bank to the supplementary Cardmember, at the request of the Cardmember, and includes subsequently issued renewal or replacement supplementary cards, if any.

Supplementary Cardmember means the person to whom the Supplementary Card has been issued by the Bank.
In these Terms and Conditions, unless the context otherwise requires:
I. Words with only singular number shall include the plural number and vice versa.
II. Any reference to a Cardmember includes where the context permits any or all heirs, executors, administrators and successors-in-interest.
III. The headings to the clauses shall not be taken into consideration in the interpretation or construction of these Terms and Conditions.

2. ***Collection of the card***
2.1) The Card may be collected by the Cardmember or couriered to the Cardmember at the discretion of the Bank (pursuant to such conditions as are or may be specified by the Bank). In the event of the card being sent by courier, the same shall be at the sole risk of the Cardmember. All renewed and replaced Cards thereafter will be sent by courier to the Cardmember's last known billing address, at the sole risk of the Cardmember.

2.2) The Card must be signed by the Cardmember and/or Supplementary Cardmember(s) whose name appears on the face of the card, immediately on receipt thereof in the space provided for signature at the back of the Card. The retention and/or use of the Card shall be deemed to be the confirmation of these Terms and Conditions by the Cardmember and/or the supplementary Cardmember, as the case may be.

2.3) In order to activate use of the Card, the Bank may in its sole discretion require the Cardmember and/or Supplementary Cardmember, upon receiving the Card, to communicate agreement to activation thereof in the manner as the Bank may desire.

2.4) If the Card is not signed by the Cardmember and/or the Supplementary Cardmember in accordance with clause 2.2 herein and the Card is lost or stolen then the Cardmember shall be liable and responsible to reimburse the Bank for any card transaction which might take place on the Card.

3. ***Restriction in use of the Card/Cardmember particulars***
3.1) The Card is not transferable and no person other than the Cardmember or the Supplementary Cardmember whose name appears on the card is permitted (and the Cardmember and the Supplementary Cardmember will not permit any other person) to use the Card for Charges and/or Card Transactions or for identification or for any other purpose. The Cardmember and the Supplementary Cardmember will not use the Card before or after the Validity or Expiry Dates as embossed on the card.

3.2) The Cardmember shall be bound by these Terms and Conditions and shall be exclusively liable for all Charges and Liabilities (including the charges and liabilities of Supplementary Cardmembers) and any other costs and expenses and it is agreed that the Card may only be used by the Cardmember or the Supplementary Cardmember:
- for Card Transaction authorized by the Bank
- to obtain the facilities, benefits and services made available by the Bank or any Merchant from time to time, and
- within the Credit Limit permitted by the Bank unless the Bank's prior approval is obtained
If, at any time the Cardmember and/or the Supplementary Cardmember cause(s) the Credit Limit to be exceeded, then without prejudice to the Bank's rights and remedies, the Cardmember shall be liable to make immediate payment of the excess over Credit Limit.

3.3) Not withstanding that the Cardmember's Credit Limit has not been exhausted, the Bank in its absolute discretion shall have the right, any time and without notice and without giving any reason and without liability to the Cardmember, the Supplementary Cardmember or any other party, to withdraw or restrict the Cardmember's or Supplementary Cardmember's right to use the Card or to refuse to authorize any Card Transaction, or increase or decrease the Credit Limit, or modify or terminate any of the facilities made available to the Cardmember or the Supplementary Cardmember. Such action may be taken by the Bank in respect of a specific or all Cardmembers or the Supplementary Cardmembers at the Bank's own discretion and may be taken notwithstanding that they may not be in default of these Terms and Conditions.

3.4) The Cardmember and Supplementary Cardmember shall respectively notify the Bank of any change or imminent change in any particulars stated in the Card application form or other information provided to the Bank (including any name change) and respectively agree to provide any other information or particulars if requested by the Bank. In case of the occurrence or proposed occurrence of any of the following events (whichever is earlier), the Cardmember shall immediately notify the Bank of such occurrence:
A. His/her intention to reside outside Bangladesh
B. Any change in the Cardmember's particulars or other information including the Cardmember's residential or office address or in his employment or his/her position with his/her employer, as the case may be.

3.5) **A.** Neither the Cardmember nor the Supplementary Cardmember shall use the Card for any purpose or transaction prohibited by law which shall include without limitation gambling and the Bank in its sole discretion may decline such transactions which shall without limitation include transactions carried out through the internet or any other way. If in defiance of this clause the Cardmember gives/uses his Card number on the internet then the Cardmember shall reimburse the bank for full amount of any loss, damage or expense incurred by the bank.

B. In the event that the Cardmember or Supplementary Cardmember uses the card for any purpose or transaction prohibited by law as indicated in clause 3.5 A. above, then the Cardmember or the Supplementary Cardmember, as the case may be, who used the card for any purpose or transaction prohibited by law shall be fully responsible/liable under the law for using the Card for such purpose or transaction. The Bank shall have no liability/responsibility of whatsoever nature and howsoever arising on account of the card being used for a purpose/transaction prohibited by law. In the event that the bank shall incur any loss, damage or expense as a result of such usage, then the Cardmember and/or the Spplementary Cardmember shall immediately reimburse the bank for the full amount of the aforesaid loss, damage or expense.

3.6) The Card shall at all times be and remain the property of the Bank. The Cardmember and the Supplementary Cardmember(s) agree to be bound by the Terms and Conditions governing the use of the card and any variations or amendments thereto which the Bank may make from time to time at its discretion.

4. ***The Card Account***
4.1) The Bank shall debit to the Card Account all Charges and Liabilities and any other costs or expenses incurred or payable by the Cardmember under these Terms and Conditions and the Cardmember shall be liable to pay to the Bank all such amounts regardless of whether a sales voucher, a Cash Advance voucher or any other voucher in respect of any Card transaction is signed by the Cardmember or the Supplementary Cardmember. The bank shall also debit all charges, liabilities, losses or damages incurred or sustained by the Bank arising from or relating to the issue or use of the Card (or any indemnity herein or otherwise given) or a breach of these Terms and Conditions by the Cardmember and/or Supplementary Cardmember.

4.2) The Bank shall convert the amount of all non-US Dollar Charges (excluding any BDT Charges) incurred or arising out of Card Transactions to US Dollars at the rate of exchange applied by the Bank for such purpose in accordance with the applicable rules or business practices of the Bank on the date the Card Account is debited with that Card Transaction or liability or such other date the Bank may deem fit in its absolute discretion and debit the Card Account with such converted amounts. The Cardmember and Supplementary Cardmember waive any and all rights to dispute or question any rate of exchange so applied by the Bank.

4.3) The Bank shall convert the amount of all original and/or converted US Dollar Charges (i.e. non-US Dollar charges converted into US Dollar Charges under clause 4.2) arising out of or relating to Card Transactions and Charges of the Cardmember and Supplementary Cardmember into Bangladeshi Taka at the rate of exchange specified for such purpose in accordance with the applicable rules of the Bank or, in the absence thereof, in accordance with the usual business practice of the Bank.

4.4) The Cardmember shall be exclusively and fully liable to pay all amounts debited to the Card Account by the Bank (as more particularly specified in Clause 8).

4.5) The Cardmember hereby irrevocably authorizes and empowers the Bank to open such BDT and foreign currency account(s) as the Bank may deem appropriate and the Cardmember agrees, with respect to any Taka and/or foreign currency account opened by the bank on his or her behalf, that:

4.5.1) The Cardmember will, upon receipt of the first Statement of Account, deposit such initial account opening foreign currency balance as may be prescribed by the Bank from time to time.

4.5.2) No Cheque books will be issued in respect thereof and the Cardmember will not be entitled to withdrawals of any credit balance therein but any such credit balance (except to the extent of the initial account opening deposit referred to in clause 4.5.1 will be applied to offset Cardmember's outstanding during subsequent billing periods.

4.5.3) No profit or return of any type will be paid, or accrued, upon any credit balances maintained in the BDT and foreign currency account at any time.

4.5.4) The Bank may at any time in its discretion discharge its entire liability with respect to any such account by mailing to the Cardmember at the address on file, its draft in the currency of the account(s) without recourse to the Bank as drawer and payable to the order of the Cardmember in the amount of the existing credit balance in the account(s) deducting there from the amounts of any claims that the Bank may have on such funds.

4.5.5) All amounts standing to the credit of the foreign currency account (less any sums owing to the Bank) are payable solely at the Bank in Bangladesh, and shall be governed by and subject to laws in effect from time to time in Bangladesh. As used herein "laws" include circulars, notifications, regulations and orders of the Bangladesh Bank. Any credit balances in the Accounts are not insured by the company outside Bangladesh.

4.5.6) All the account(s) opened by the Cardmember shall be governed by the terms hereof.

4.6) The Cardmember hereby irrevocably authorizes the Bank to effect debit to the BDT Credit Card Account of the Cardmember maintained with the Bank in order to purchase foreign currency notes or other allowed instruments on behalf of the Cardmember to effect remittance, or to instruct money exchanger and/or any other corporation or body authorized under the law to deal in foreign exchange transactions to effect such remittances on behalf of the Cardmember against payment of equivalent BDT debited from Cardmember's account together with all applicable costs, as allowed by Bangladesh Bank, for settlement of the foreign currency dues/outstanding balance of the Cardmember. In this regard the Cardmember irrevocably authorizes the Bank to purchase or instruct to purchase foreign currency (instruments/cash) from the authorized money changers or equivalent currency exchange instruments as allowed by law and accordingly debit the relevant local currency account of the Cardmember (at the sole risk, cost and expense of the Cardmember) in order to recover all outstanding BDT and Non-BDT charges and liabilities and all costs and expenses incurred as per these Terms and Conditions. The Cardmember also irrevocably authorizes the Bank to debit his BDT account for handling fees which the bank deems appropriate and may impose from time to time for such foreign currency handling.

5. ***Payment***
5.1) The Bank shall every month send a Statement of Account to the Cardmember at the Cardmember's last known billing address and the Cardmember shall pay at least the Minimum Payment Amount stated therein by the Payment Due Date. In the event that the Bank is unable to send a Statement of Account for any reason whatsoever, the Bank shall not be liable to the Cardmember and the obligations of the Cardmember under these Terms and Conditions to the Bank shall not cease and all applicable Charges and Liabilities and other costs and expenses payable under these Terms and Conditions shall continue to accrue and for the purpose of calculation and establishment of the date on which the payment is due, the Bank may select a date each month as the Payment Due Date.

5.1.1) If the Cardmember effects full payment of the Current Balance outstanding in the Card Account on or before the Payment Due Date subject to the collection of the required service fees and other fees for Cash Advances payable under Clause 6.2 for the period covered by the relevant Statement of Account, the Bank will not charge any service fees.

5.1.2) If the Cardmember effects payment of any amount less than the current balance then outstanding on or before the applicable payment due date, the Cardmember agrees to pay a service fee as per schedule of charges (or such other percentage as the bank may specify from time to time) from the transaction date of the current balance then outstanding in the card account until the amount paid in full, as detailed in the statement of account to which such payment relates. Also all transactions being made in the meanwhile, till the full outstanding amount is paid, would be subject to the service fee at the same rate.

5.1.3) If the Cardmember fails to effect payment of at least the Minimum Payment Amount on or before the applicable Payment Due Date, in addition to outstanding amounts then due and payable, the Cardmember agrees to make payment of a delayed payment fee of 5 % (or such percentage as the Bank may specify from time to time) of the Minimum Payment Amount then outstanding as detailed in the Statement of Account for the applicable period or BDT. 500/- (or such other amount prescribed from time to time by the Bank), whichever is greater. This will be in addition to all other charges applicable.

5.2) If the Cardmember fails to pay the Minimum Payment Amount in any previous Statement of Account by the Payment Due Date stated therein, then and without prejudice to the Bank's rights and remedies, the Cardmember shall pay to the Bank, in addition to paying the applicable Minimum Payment Amount for the Current Statement of Account, all arrears in the Minimum Payment Amount payable for earlier periods, and/or any all delayed payments, Cash Advance or other fees relating thereto and all other applicable costs and expenses by the Payment Due Date specified in the Current Statement of Account. In the event the Cardmember exceeds the Credit Limit without the Bank's prior written approval, the Cardmember will pay, on demand or within the period as specified by the bank, such unauthorized excess over the Credit Limit together with any costs and expenses in relation thereto.

5.3) All payments to be made by the Cardmember shall be in BDT. Accordingly for non BDT Charges payable by the Cardmember the Cardmember hereby irrevocably authorizes the Bank to effect debit to the Foreign Currency Account of the Cardmember maintained for this purpose with the Bank and to appropriate the proceeds therein and/or to take such further action whatsoever as the Bank deem appropriate or necessary to fund such account for and on behalf of the Cardmember by way of purchase of foreign currency from authorized money changers and/or Foreign Exchange Bearer Certificates and/or equivalent currency exchange instruments as allowed by law and accordingly debit the relevant local currency account of the Cardmember opened pursuant to Clause 4.5 or otherwise (at the sole risk cost and expense of the Cardmember) in order to recover all outstanding non-BDT Charges and Liabilities and all costs and expenses incurred in connection therewith. In the event the Government of Bangladesh declines to permit continued convertibility of BDT currency through the services of authorized money changers by way of Foreign Exchange Bearer Certificates at any time, the Cardmember agrees to make payment to the Bank in BDT of all non-BDT Charges converted at such rate of exchanges as the Bank shall specify for this purpose.

5.4) The Bank shall charge the Cardmember and debit to the Card Account a Handling fee of BDT. 500 or such other sum as the Bank may impose from time to time, if any cheque or other payment order issued by the Cardmember or Supplementary Cardmember or any other party to the Bank in order to make payments for current or other Statement of Account is not honoured for payment for any reason whatsoever. However, payment of handling fee by the Cardmember will not discharge him/her from the liability under the law for dishonour of the cheque issued by him/her.

5.5) All payments received by the Bank from the Cardmember may be applied in and towards payments of unpaid fees, Cash Advances, Charges, Liabilities and other costs and expenses in previous or current Statement of Account in such order of priority as the Bank may deem fit, and all payments and credits shall, unless otherwise decided by the Bank, be applied by the Bank first to the outstanding amount that has been billed to the Card Account for the longest period of time.

5.6) The Bank's right against the Cardmember and / or the supplementary Cardmember shall not be determined, affected or prejudiced by, and all amounts payable to the Bank, actual or contingent, shall immediately become due or payable upon the death, insolvency or insanity of the Cardmember and/or Supplementary Cardmember, shall immediately cease to be valid, and their heirs, executors, receivers, etc., shall return to the Bank all Cards cut into half and make full payment as required to the Bank.

5.7) The Bank shall be entitled at its absolute discretion, to demand return of the Card and/or immediate payment of all amounts outstanding under the Card Account at any time without giving any reason or notice and without any liability to the Cardmember, and notwithstanding that the Cardmember may not be in default of these Terms and Conditions.

5.8) The Bank shall only credit the Card Account with a refund in respect of a Card Transaction in accordance with its usual practice if and when the Bank receives such refund in Bangladesh. Any refund, payment or credit to the Card Account shall not be remitted to the Cardmember but shall be applied towards the reduction of the Cardmember's Charges or other Liabilities incurred or debited to the Card Account.

5.9) In the event of an attachment order over the Cardmember's assets being issued, the insolvency or death, or upon demand by the Bank for any reason whatsoever, or in the case of breach of these conditions, the Cardmember shall settle his/her debit balances immediately. This commitment shall bind heirs and successors without any objection or challenge.

5.10) In the event payment for purchase of a foreign airline ticket is made through card the amount billed by the airline is treated as a foreign currency transaction. The transaction amount, billed by the airline in foreign currency, will be subject to all applicable rules and procedures of Pubali Bank PLC. for conversion of foreign currency into BDT, based on the exchange rate being used by Pubali Bank PLC. at the time of the conversion.

6. ***Cash Advance***
6.1) If the Bank so approves, the Cardmember may use the Card to obtain Cash Advance up to the maximum cash advance limit decided by the Bank, from time to time, at participating bank counters or ATMs.

6.2) The Bank shall charge financial charges on each Cash Advance from the date of each Cash Advance until the date of full payment at the rate mentioned in schedule of charges or such other rate as the Bank may determine from time to time. In addition, the Cardmember shall also be liable to pay a Cash Advance fee as per schedule of charges (or amount advised by the Bank from time to time) obtained from the Bank or other participating banks or financial institutions or ATMs which accept the card.

7. ***Security***
7.1) The Cardmember hereby hypothecates to the Bank as continuing security for any and all Charges and Liabilities and other amounts outstanding and payable by the Cardmember and/or the supplementary Cardmember to the Bank here under, all present and future household goods owned by the Cardmember including without limitation, all consumer durables and household furniture and fittings of every type and description, household and office appliances. Equipment such as Air conditioner. TV, VCR, Refrigerator, Computers, Cars, Vehicles, Cash, Shares and other valuables etc. (hypothecated property) and the Cardmember further agrees that the Bank or any representative or agent thereof has the right without further notice to enter the premises of the Cardmember, in the event of non-payment by the Cardmember of any and all Charges and/or Liabilities and/or amounts payable to the Bank pursuant to these Terms and Conditions, and repossess the hypothecated property and, without any further notice to the Cardmember, to effect sale of the same by private agreement or public auction, for such amount or amounts and at such price or prices as the Bank, in its sole discretion, shall deem satisfactory. The Cardmember agrees to pay to the Bank all the cost and expenses incurred in connection with the enforcement of hypothecation and shall be liable to the Bank for the balance if the proceeds of Sale will be deficient to satisfy the entire dues of the Bank. The Cardmember hereby indemnifies the Bank from any and all losses, claims and damages arising out of or in connection with any Bank repossession and/or sale of the hypothecated property.

7.2) The Cardmember assumes full responsibility and liability as principal debtor for payment of all amounts due and payable to the Bank in relation to the Supplementary Card(s) including every and all types of Charges and Liabilities and all other costs and expenses payable to the Bank arising out of the use of Supplementary Card(s).

8. ***Supplementary card***
8.1) The Bank may issue a Supplementary Card to a person nominated by the Cardmember and approved by the Bank. All Supplementary cards including renewal and replacement cards will be sent as per Clause 2.1 to the Cardmember's last known billing address at the sole risk of the Cardmember. The Credit Limit assigned to the Cardmember is inclusive of the Credit Limit of the Supplementary Card Member and the Card Member and the Supplementary Card Member shall not permit the total of the Charges incurred under or through their respective cards to exceed the said Credit Limit.

8.2) The undertakings, Liabilities and obligations of the Cardmember to the Bank and the Bank's rights herein shall not be affected in any way by any dispute or counter claim or right of set off which the Card Member and the Supplementary Card Member may have against each other. As provided in clause 7.2, the Card Member shall be independently liable to pay the Bank for all charges and Liabilities arising out of the use of the Supplementary Card (notwithstanding any legal disability or incapacity of the Supplementary Cardmember). The Cardmember hereby agrees to indemnify the Bank against any losses, damages, liabilities, costs and expenses whether legal or otherwise, incurred or suffered by the Bank by reason of any disability or incapacity of the Supplementary Card Member and/or breach of these Terms and Conditions by the Supplementary Card Member.

8.3) Any payment made by the Card Member to the Bank shall be allocated towards reduction of the debit balance in the Card Account in accordance with clause 5.5 but the Cardmember shall continue to remain liable for any outstanding post-payment debit balance, if any, in the Card Account.

9. ***PIN***
9.1) The Cardmember may get the PIN through the mother branch. The PIN will be sent through mail.

9.2) The Cardmember and/or Supplementary Cardmember shall not disclose the PIN to any person and shall take every reasonable precaution to prevent disclosure of the PIN to any person; and Subject to Clause 10.2 the Cardmember shall be fully liable to the Bank for all Card Transactions made with the PIN whether with or without the knowledge of the Cardmember and/or the Supplementary Cardmember.

10. ***Loss of card/ disclosure of PIN***
10.1) If the Card is lost or stolen or the PIN is disclosed to any third party, the Cardmember and/or Supplementary Cardmember whose card has been lost/stolen or PIN is disclosed shall immediately notify the said loss, theft or disclosure with all material particulars including Card numbers and/or PIN to the Bank. Within three (3) days of such notification to the Bank, he/she shall send to the Bank a written confirmation of the loss, theft or disclosure together with such particulars thereof, including copy of relevant police report, as may be required by the Bank.

10.2) The Cardmember agrees that the Bank has the right to recover all authorized charges and/or Cash Advances provided, however, that the Cardmember is not liable for any unauthorized Card Transaction made subsequent to reporting of such loss, theft or disclosure of PIN if there is due notification by the Cardmember or the Supplementary Cardmember of such loss, theft or disclosure to the Bank as specified herein above on the condition that such loss, theft or disclosure is not due to the negligence or default of the Cardmember and/or the Supplementary Cardmember and the terms of Clauses 10.1 and 10.3 have been satisfied by the Cardmember.

10.3) Any lost or stolen Card subsequently recovered by the Cardmember and/or the Supplementary Cardmember shall immediately be returned to the Bank without further use. The Cardmember / Supplementary Cardmember shall not use the PIN after reporting any third party disclosure thereof to the Bank.

10.4) The Bank may in its absolute discretion, (i) decline to issue a replacement Card for any lost or stolen Card or (ii) issue a replacement card for any lost or stolen Card or a new PIN on these Terms and Conditions or (iii) issue a replacement card for any lost or stolen card on additional/new Terms and Conditions as the Bank may deem fit.

11. ***Termination***
11.1) The Cardmember may at any time, inform the Bank of his/her intention to close the Card Account and to terminate the use of all Cards by giving prior notice in writing and returning all Cards cut into half to the Bank. The Card Account shall be closed only after the receipt by the Bank of all Cards cut in half and after full payment to the Bank of all Charges and Liabilities and all costs and expenses in relation to the Card Account.

11.2) The Cardmember and/or the Supplementary Cardmember may at any time terminate the use of any Supplementary Card by giving notice in writing and returning the relevant Supplementary Card cut into half to the Bank. In such event, the Cardmember shall continue to remain liable to the Bank for all Charges and Liabilities and all other costs and expenses in relation thereto in accordance with these Terms and Conditions, including Charges and Liabilities incurred by the Cardmember and other Supplementary Cardmember (if any) after the Bank's receipt of the cut Supplementary Card.

11.3) All Cards issued to or collected by the Cardmember or any Supplementary Cardmember shall remain the property of the Bank at all times. The Bank may at any time, recall and cancel all or any Card(s) without assigning any reason, with or without giving any prior notice to the Cardmember or Supplementary Cardmember. The Cardmember and the Supplementary Cardmember shall immediately after such recall and cancellation, return such Card(s) cut in half to the Bank and make full payment of all Charges and Liabilities and all other costs and expenses in relation thereto.

11.4) If the use of all or any Card(s) is terminated under Clause 11.1 or Clause 11.2, all Charges and Liabilities of the Cardmember whether actual or contingent shall become immediately due and payable to the Bank.

The Cardmember shall be fully liable to the Bank for all Charges and Liabilities until the Bank's receipt of all Cards cut in half and full payment from the Cardmember for all outstanding Charges and Liabilities and other costs and expenses in connection therewith. The Bank shall not be liable to refund the annual membership fees or any other fees or any part thereof to the Cardmember in the event of the termination of use of the Card(s) and the relevant Card Account(s).

12. ***Exemption: Exclusion***
12.1) The Bank is not liable for any loss or damage howsoever incurred or suffered or sustained by the Cardmember or Supplementary Cardmember by reason of the Bank or a Merchant or any ATM or other party refusing to allow a Card Transaction or accept the Card or the Card numbers or the PIN or to extend or provide Cash Advance up to the Credit Limit or at all.

12.2) The Bank is not liable in any way for the quality, quantity, sufficiency, acceptability of goods and/or services reserved or purchased by the use of the Card or Card numbers or for any surcharge (additional amount) charged by the merchant or for any breach or non-performance of any Card Transaction by a Merchant. In the event of any dispute between the Cardmember and the Bank or any Merchant or any other person, the Cardmember's liability to the Bank shall not in any way be affected or reduced or suspended by such dispute or any counter claim or right of set-off which the Cardmember may have against such Merchant or other person.

12.3) The Bank is not liable in any way to the Cardmember or Supplementary Cardmember for any loss or damage of whatever nature due to or arising from any disruption or failure or defect in any ATM or other machine or communication system or facilities or data processing system or transmission link or due to or from any industrial or other dispute or any other thing or cause within or beyond the control of the Bank.

12.4) The Cardmember and the Supplementary Cardmember hereby confirm that the Charges and Card Transactions executed and paid pursuant to these Terms and Conditions are and will continue to be in accordance with all applicable laws, regulations, rules, circulars, and directives as may be amended from time to time governing the use of credit cards for the time being in force in Bangladesh and further hereby indemnify the Bank from any fines, losses, and/or damages incurred or suffered by the Bank in the event of contravention of such laws, regulations, rules, circulars and/or directives by the Cardmember and/or Supplementary Cardmember at any time.

13. ***Variation of Terms***
13.1) The Bank may from time to time and at any time change any of these Terms and Conditions including, without limitation the terms of payment, percentage rates, charges and fees, and shall accordingly notify the Cardmember by inclusion in the Statement of Account or otherwise. Such changes shall be effective from any date specified by the Bank for such modification or, if contained in the Statement of Account, from the date of the Statement of Account.

13.2) Retention by the Cardmember of the Card after the Cardmember's receipt of any changes in these Terms and Conditions pursuant to Clause 13.1 shall constitute notice of the Cardmember's acceptance of such amended Terms and Conditions without reservation. In the event of Cardmember non-acceptance of such Terms and Conditions as amended, the Cardmember must immediately terminate the use of the Card in accordance with Clause 11.1 and 11.2 otherwise the changed Terms and Conditions will continue to apply.

14. ***Disclosure***
14.1) The Cardmember hereby irrevocably authorizes the Bank to disclose information relating to the Card Account, the use or the Card, the particulars and financial affairs of the Cardmember to any Merchant, bank, financial institution or any of the Bank's branches and related or affiliated concerns or any member of the International MasterCard/VISA network or to any person or concern or authority or consumer credit bureau as the Bank may, in its sole discretion, deem appropriate.

15. ***Notices***
15.1) All Cards, PINS, notices, Statements of Account, demands or any other communications under these Terms and Conditions (hereinafter collectively called "Communications") may be delivered personally or by courier or be sent by ordinary post to the last known billing or other address of the Cardmember and such Communications shall be deemed to have been served on the Cardmember on the day of delivery, if delivered by hand and on the next business day after posting, if sent by courier or by ordinary post. All Communications under these Terms and Conditions sent to the Cardmember shall be deemed to be Communications sent also to the Supplementary Cardmember.

15.2) Any notice to be given by the Cardmember or the Supplementary Cardmember to the Bank under these Terms and Conditions shall be given by registered post/courier/by hand with acknowledgment due.

15.3) Notwithstanding the aforesaid, the Bank shall be entitled at its absolute discretion to rely and act on any notices, requests or instructions which are or purport to be from or given on behalf of the Cardmember or the Supplementary Cardmember (whether or not they are genuine or given with the Cardmember's consent or authority), and action on the Bank's part pursuant to such notices, requests or instructions shall be binding on the Cardmember and also the Supplementary Cardmembers and the Bank shall not be liable for any loss or damage incurred or suffered or sustained by any Cardmember and/or Supplementary Cardmember as a result of such action.

16. ***Indemnity***
The Cardmember undertakes and agrees to indemnify the Bank and hold it harmless against any loss, damage, liability, cost and expense, whether legal or otherwise, which the Bank may suffer or incur by reason of these Terms and Conditions or any breach thereof or the enforcement of the Bank's rights as herein provided (including any loss incurred or suffered by the Bank in the event of any governmental restrictions imposed on payment by the Cardmember in foreign currency by way of cash or through Foreign Exchange Bearer Certificates or otherwise). Accordingly, all costs and expenses, including legal costs and disbursements of every expense incurred by the Bank in enforcing or seeking to enforce or applying these Terms and Conditions or otherwise, shall be debited to the Card Account and shall be paid as Liabilities by the Cardmember on demand.

17. ***Right of set-off***
The Bank may at any time and without notice or liability in any way to the Cardmember combine or consolidate any one or all accounts of the Cardmember with the Bank or any affiliate or Subsidiary (whether current or deposit or of any other nature in whatever currency and whether in Bangladesh or elsewhere) and/or set-off or apply any money standing to the credit of any one or all of such account in or towards satisfaction of the outstanding balance of the Card Account. Where such combination, consolidation and/or set-off requires the conversion of one currency into another, the Bank shall be entitled to effect such conversion at such rate of exchange prevailing on the day of such combination, consolidation and/or set-off as the Bank may apply in accordance with the Bank's usual practice in such connection and all exchange risks, losses, premiums, commissions and other Bank charges shall be borne by the Cardmember.

18. ***Waiver***
The Bank may at any time waive either unconditionally or otherwise any of these Terms and Conditions or any default or breach of the Cardmember provided that such waiver is given in writing by the Bank save as aforesaid, no condoning or excusing of and no neglect or forbearance on the part of the Bank of any default or breach of any of these Terms and Conditions shall operate as a waiver of the Bank's rights and powers, and no waiver shall be inferred from or implied by anything done or not done by the Bank unless expressed in writing by the Bank. Any waiver shall operate only as waiver of the particular matter to which it relates and shall not operate as a waiver of subsequent breach in any of these Terms and Conditions.

19. ***Full force and effects***
These Terms and Conditions shall remain in full force and effect (notwithstanding the termination or restriction in use of the Card or the Card Account) until the Bank acknowledges receipt of all Cards cut in half and full payment of all Cardmember and Supplementary Cardmember Charges and Liabilities and other costs and expenses relating thereto under these Terms and Conditions.

20. ***Severance***
Each of these Terms and Conditions shall be severable and distinct from one another and if, at any time, any one or more of such Terms and Conditions is or becomes invalid, illegal or unenforceable the validity, legality or enforceability of the remaining provision shall not in any way be affected or impaired thereby.

21. ***Taxes & other government levies/duties***
The Cardmember agrees to reimburse the Bank for payment of any stamp duties and/or excise or other similar taxes or levies payable in connection with any advances, finances or credit provided by the Bank to the Cardmember or any Supplementary Cardmember.

22. ***Assignments/transfer of interest***
The Cardmember and Supplementary Cardmember hereby agree that the Bank may in its sole discretion, assign, discount or otherwise transfer part or all of its interest herein (and/or in any goods hypothecated by the Cardmember to the Bank) to any third party for such consideration or otherwise as the Bank considers appropriate.

23. ***Renewal of card***
The Bank may issue a new card or cards automatically unless instructed otherwise and also that the Bank reserves the right not to reissue a card or renew the Card. The Cardmember shall continue to remain bound by these conditions and any amendment thereto.

24. ***Governing law***
These Terms and Conditions are governed by and shall be construed in accordance with the laws of Bangladesh and the Cardmember and Supplementary Cardmember hereby submit to the jurisdiction of the Courts established in Bangladesh.

25. ***Cardmember's Covenants***
The Cardmember hereby promises that he shall abide by each and every Term and Condition set out herein and in case the Cardmember fails or defaults to fulfill any obligation or to discharge any of his/her duty then the Bank shall have an absolute discretion to terminate agreement with the Cardmember and immediately demand deposit of the Card with the Bank. In such case, the Bank shall not be liable for any loss or damage which might accrue to the Cardmember and/or the Supplementary Cardmember.

26. ***General***
The bank may from time to time change the Terms and Conditions set out herein. Subject to the requirement of statute, notification of any such change shall be given to the Cardmember by the bank either in writing, statement message or by publication hereof.

I do also hereby acknowledge that I have read and understood the above Terms and Conditions and agree to comply with them.

Primary Card Applicant's Signature

Date D D M M Y Y Y Y