



# Terms & Conditions

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### Introduction

It is important that you read and understand the following terms and conditions governing the use of Bank Asia Credit Card. If you do not understand any of them, please do not hesitate to contact us. Our staff at Card department will be happy to assist you. By signing and/or, activating and/or using the Card, you have agreed to be bound by these Terms and Conditions.

Knowledge of your rights and obligations will ensure that you are protected in the event of any illicit transaction on your Bank Asia Credit Card account(s) and how you can gain the maximum benefit from the services we offer - away from each other from enabling you to fulfill your responsibilities as a Cardholder.

### 1. DEFINITIONS

- I. "Bank Asia" means Bank Asia Limited.
- II. "Card" Means any Visa or Master Card issued by Bank Asia to any individual/Company based on his/its application and includes the Primary/ Supplementary Card and Replacement Card.
- III. "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.
- IV. "Card Transaction" means the purchase of goods and/or services, and/or cash advance availed or obtained through the use of card account number or the PIN of a card. If the card is used by someone else other than the Cardholder or Supplementary Cardholder with or without permission or consent or signature of the aforesaid Cardholder's, in case of that transaction all the liabilities will be put into principal Cardholder's card account and which he/she has to settle while paying the bills.
- V. "Card Account" means the Credit Card Account opened by the Bank Asia for the purpose of entering all credits and debits received or incurred by the Primary Cardholder and the Supplementary/Additional Cardholder, if any, under these Terms and Conditions.
- VI. "Credit Limit" means the maximum debit balance permitted by Bank Asia for the Card Account for the

Primary and Supplementary Card, if any, and notified to the primary Card holder from time to time.

- VII. "Card Account Statement" means a statement or statements prepared/sent by Bank Asia to Principal Cardholder which contain the detail transactions/ Charges of principal and supplementary Cardholder during the statement period.
- VIII. "Charges" means amount payable by the Cardholder arising from the use of the Card or the Card number or the PIN or under these Terms and conditions and includes without limitation all Card transactions, fees, finance charge, additional expenses, damages, legal costs and disbursement which will be debited to the Card Account and form part of the Current Balance.
- IX. "ATM" means an automated teller machine or any Card operated machine or device whether belonging to Bank Asia or other participating banks or financial institutions nominated from time to time by Bank Asia, which accepts Card.
- X. "Cash Advance" means any amount obtained by the use of the Card, the Card number or the PIN or in any manner authorized by the Cardholder from Bank Asia or any other bank or financial institution for debit to the Card Account.
- XI. "Visa Card" means Visa International Service Association and MasterCard means Master International Incorporated.
- XII. "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.
- XIII. "Current Outstanding Balance" means the total debit balance inclusive of all charges which shall be debited to the Card Account outstanding on the Card Account payable to Bank Asia Ltd. According to Bank Asia's records on the date the Statement of Account is issued.
- XIV. "Principal Cardholder" means the person to whom a Card is issued on his application alone.
- XV. "Supplementary/Additional Card" means a Card issued by Bank Asia to a third party nominated by and at the request of the Principal Cardholder which Card transaction is to be recorded on the Principal Card holder's Card Account.
- XVI. "Supplementary/Additional Cardholder" means the person who has been issued a supplementary/ Additional Card.
- XVII. "Minimum Amount Due" is 1/12th or 8.33% of total outstanding or Tk. 500 whichever is higher. Outstanding less than Tk. 500 should be settled in full, which if paid by the Payment Due Date will avoid any late payment charges.
- XVIII. "Over-limit Charge" is a charge levied once per transaction, if the Cardholder exceeds his Credit Limit.
- XIX. "PIN" means in relation to a Cardholder the Personal Identification Number (PIN) issued to the Cardholder to enable the Card to be used at an ATM.
- XX. "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 Minimum Amount due to is to be made to Bank Asia Ltd. Any overdue/over limit amount need to be paid immediately.

XXI. "Company" means when used in relation to a Cardholder (i) Company of which such Cardholder is Director or Employee, (ii) Business Enterprise of which such Cardholder is the sole proprietor and (iii) Firm of which such Cardholder is a Partner.

## 2. THE CARD

- I. The Card is and will be, at all times, the property of Bank Asia and must be surrendered to Bank Asia immediately upon request by Bank Asia 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 Bank Asia by the Cardholder at the risk of the Cardholder.
- III. Upon receipt of the Card, the Cardholder shall sign the Card immediately and such signature and/or activation and/or the use of the Card will comprise binding and conclusive evidence of the confirmation of the Cardholder to be bound by these Terms and Conditions for which purpose the Primary Cardholder hereby appoints all Supplementary Cardholder(s) as his agent for the purpose.
- IV. In the event the Cardholder does not wish to be bound by these Terms and Conditions, the Cardholder shall cut the Card into halves and return both halves to Bank Asia.
- 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 as security may not pledge the Card for any purpose whatsoever.
- VI. The Bank or its representatives are not liable or responsible for any embarrassment or loss of prestige that may arise out of this action. You also authorize/permit the bank to disclose information about your Card Account to any credit rating/reference agency, bank, financial institution, leasing company, any government regulatory agency or to any one else when the Bank feels it is in its interest to do so. Disclosure of such information to any authority under any law will be immediately complied with by the Bank.
- VII. The Cardholder shall at all times ensure that the Card is kept at safe place.

## 3. FACILITIES AVAILABLE WITH THE CARD

The Card can be used for:

I. Making payments to Merchants against purchase of all goods and services by the Cardholder from Merchant(s); and

II. Availing Cash Advances:

From any of Bank Asia Branches or any member of Visa or Master Card or any Merchant authorized to make Cash Advances as per available Cash limit; as may be agreed by Bank Asia.

By the use of the Card on any ATM subject to these terms and conditions and in compliance with such requirements, limitations and procedures as may be imposed by Bank Asia, any Merchant or Credit Card from time to time.

All of the facilities are available until the expiry date embossed on the Card.

## 4. CREDIT LIMIT

- I. Bank Asia may sanction any credit limit which is to be treated as the maximum of credit available to the Cardholder and which can be accessed at any one time, for the facilities under Condition 3 hereof and may terminate or modify or vary such facilities without notice i.e. Bank Asia will have absolute discretionary power authorizing credit limit. The limit imposed for Cash Advances shall be part of the credit limit. The credit limit shall be notified to the Cardholder in writing and Cardholder need to maintain this limit in any circumstances.

## 5. CHARGES TO CARD ACCOUNT

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

## 6. CASH ADVANCE AND FEES

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

- I. Use of the Card at any Bank or institution with whom Bank Asia has an agreement for the use of the ATM of the said Bank or institution in which case the amount of each advance will be further subject to the applicable daily withdrawal limit of the ATM.
- II. Bank Asia will provide a PIN (personal identification number) to be used in conjunction with the Card when effecting a transaction at an ATM. The Cardholder may under no circumstances whatsoever disclose the PIN to any other person.
- III. Bank Asia's record of any transaction effected in conjunction with a PIN shall be binding on the Cardholder as to its consequences.
- IV. The use of the Card by the Cardholder to obtain Cash Advance shall be deemed to constitute the agreement of the Cardholder to pay a Finance Charge and Cash Advance Fee on the amount of cash advance as prescribed by Bank Asia from time to time. Finance Charge shall be levied on each Cash Advance from the date of the advance until repayment in full. Bank Asia may from time to time, vary the amount of finance charge payable by the Cardholder.

## 7. LOSS OF CARD OR PIN

- I. Bank Asia may issue a PIN for the Cardholder for use at any ATM, which will accept the Card and the Cardholder may come to Bank Asia to collect it. The PIN may be sent by post or courier to the Cardholder at his risk.
- II. The Cardholder shall be fully liable for all Card Transaction made with the PIN whether with or without the knowledge of the Cardholder.
- III. 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.

- IV. In the event that the Card is lost or stolen or the PIN is disclosed to any other party, the Cardholder shall immediately notify to Bank Asia to block the card and the concerned police station.
- V. The Cardholder shall be and remain fully liable to make payment to Bank Asia for any debit to the Card Account arising from any Card transactions, goods or services supplied by merchants, Cash Advances or ATM transactions effected through the use of the Card by any person whether with or without knowledge of the Cardholder and irrespective of whether the Cardholder authorized them or not.
- VI. Bank Asia may at its absolute discretion issue a replacement for any lost or stolen Card or a new PIN on the Terms and Conditions that Bank Asia may deem fit.
- VII. In the event that the Cardholder recovers the lost or stolen Card, he/she shall immediately return the same cut into halves to Bank Asia without using it. The Cardholder shall not use the PIN after reporting to Bank Asia of the disclosure of the same to any other party.

## 8. PAYMENT

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

- I. The Cardholder agrees to pay Bank Asia upon the request of Bank Asia an annual fee as prescribed by Bank Asia for the Card when issued or renewed and an annual fee prescribed by Bank Asia.
- II. The Cardholder agrees to pay the total amount of all charges described as the Current Balance specified in the Statement of Account which is due in full and payable not later than the date specified on the Statement of Account and the Cardholder shall incur no financial charge (excluding for Cash Advance) if the payment of the Current Balance is received by Bank Asia on or before the Payment Due Date.
- III. The Cardholder may choose not to settle the Current Balance in full, In that case the Cardholder must pay at least 'Minimum Amount Due' as determined by Bank Asia from time to time on or before the Payment Due Date. If the current balance is less than Tk. 500 then the current balance becomes fully due. However, if the Minimum Amount Due is not paid by the Payment Due Date or only partly paid, then the residual amount will be added to the next statement's Minimum Amount Due.
- IV. 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.
- V. If the Cardholder pays to Bank Asia an amount less than Last Statement Balance by the Payment Due Date or no payment is made or payment is made after the Payment Due Date, a finance charge will accrue on daily basis and will be applied to the Carry Forward Balance and Billed Debit Transactions until any payments are credited to the Card Account and thereafter on the reduced balance.
- VI. All payments received by Bank Asia from the Cardholder may be applied in the following order of payment or such other order of priority as Bank Asia may think fit:
  - a. Interest & other fees and charges on any previous Statement of Account.
  - b. All unpaid Cash Transactions as shown on any previous Statement of Account.
  - c. Purchases
  - d. All unbilled Card Transactions shown on the Current Statement of Account.
- VII. Bank Asia shall be entitled at its sole discretion to vary the rate or method of calculation of the annual fees,

handling charges, additional charges, finance charges, the specified minimum amount due and/or late payment charges or any other charges.

- VIII. A replacement charge as prescribed by Bank Asia is payable by the Cardholder to Bank Asia immediately upon a request to Bank Asia to issue a Replacement Card. Additional charges as prescribed by Bank Asia are payable by the Cardholder to Bank Asia immediately upon the request to Bank Asia for the provision of copies of Sales Voucher/Cash Advance Slip and any further services Bank Asia may provide from time to time.
- IX. Without prejudice to Bank Asia's rights at any time to take the appropriate legal action, Bank Asia may charge fees for any returned unpaid cheques drawn by the Cardholder in full or partial payment of the outstanding amount.
- X. 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 Bank Asia. Any cash deposits may only be regarded, as having been received by Bank Asia upon crediting the same to the Card Account.
- XI. Payments will be treated as made from the date on which the payments are actually received by Bank Asia in the ordinary course of business and not from the posting date of the statement. At least 1-2 days should be allowed for the payment to be credited to the Card Account.
- XII. Bank Asia may at any time demand that the Cardholder deposits an undated cheque and/or pledge cash collateral in favor of Bank Asia for the amount, which Bank Asia 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 Bank Asia to insert the date on the said cheque and to present it for payment on the inserted date against any amount due to Bank Asia.
- XIII. Non-receipt of Statement of Account shall not be construed by the Cardholder to be sufficient for non-payment of dues in time. Bank Asia cannot be held liable for non-receipt of statement due to unforeseen circumstances and circumstances outside Bank Asia's control.
- XIV. 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 Bank Asia on or before the Payment Due Date.
- XV. Bank Asia 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.
- XVI. The payment by the Cardholder of any sum to Bank Asia 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.

## 9. TERMINATION OF THE USE OF CARD AND CARD ACCOUNT

- I. Bank Asia reserves the absolute right and discretion to terminate use of Card and Card Account or seize/cancel the Card so issued or revoke Card Account/Card at any time without prior notice and without assigning any reason for such termination. The use of any or all Cards may be terminated by the Cardholder by giving written notice thereof giving at least 30 days' notice and returning to Bank Asia the Card or Cards cut into halves provided that such termination shall be effective only upon receipt of such Card or Cards by Bank Asia and square-up of all liabilities and dues, if any.

- II. Upon termination of the use of any Card by Bank Asia the Cardholder shall return such Card to Bank Asia cut into halves and square up of all liabilities and dues, if any.

## 10. PAYMENT ON TERMINATION

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

## 11. LIABILITY OF PRINCIPAL & SUPPLEMENTARY CARDHOLDER

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

## 12. EXCLUSION AND EXCEPTION

Bank Asia 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 however incurred or suffered by the Cardholder by reason of Bank Asia or a Merchant or other Bank or financial institution or any ATM or other party refuses to allow a Card transaction or refuse to extend or provide Cash Advances up to the Credit Limit or at all;
- II. Refusal of any Merchant or member institution of Visa or Master Card to honor or accept the Card or for any defect or deficiency in the goods or services supplied to the Cardholder by any Merchant or, where applicable, for any breach or non-performance by a Merchant of a Card Transaction;
- III. The malfunction of any ATM or disruption of communication systems;
- IV. The exercise of its right to demand and procure surrender of the Card prior to the expiry date embossed on its face, whether such demand and surrender are made and/or procured by Bank Asia or by any other person or ATM;
- V. Any injury to the credit character and reputation of the Cardholder in and about the repossession of the Card, any request for its return or the refusal of any person to honor or accept the Card;
- VI. Any false statement, misrepresentation, error or omission in any details disclosed by Bank Asia
- VII. Any dispute between the Cardholder and any Merchant or Bank Asia or financial institution or any other person, the Cardholder's liability to Bank Asia shall not in any way be affected by such dispute or counter

claim or right to set-off which the Cardholder may have against such Merchant or Bank Asia or financial institution or person.

### 13. APPROPRIATION OF PAYMENTS

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

### 14. SET OFF AND CONSOLIDATION

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

### 15. AMENDMENTS

- I. Bank Asia may at any time amend any of these terms and conditions by giving notice to the Principal Cardholder in the manner prescribed herein. Such amendment (s) shall take effect on the date specified in such notice. If the Principal Cardholder or any Supplementary Cardholder continues to retain or use any Card after the specified date, then all Cardholders deem to accept such amendment (s).

### 16. DISCLOSURE OF INFORMATION

- I. Card Division at Bank Asia's Corporate Office may disclose any information relating to any cardholder or the assets or liabilities of any cardholder for any card account or card transaction to Bank Asia authority or any member of Visa or Master Card or any other person if Bank Asia considers it in its interest to do so.

### 17. DOCUMENTATION

- I. Bank Asia will issue card to the Cardholder on completion of all documentary formalities and under no



circumstances the submitted documents will be returned to Cardholder. Cardholder shall execute a set of Charge Documents and provide other Legal Documents as per Credit Card Policy of Bank Asia in this connection.

## 18. MISCELANEOUS

- I. All disputes and differences and claims and questions whatsoever arising between the Principal Cardholder/Supplementary Cardholder and Bank Asia or their respective representatives touching these Terms and Conditions, or any account or liability between the parties hereto, or as to any act, deed or omission of any party hereto in any way relating to these Terms and Conditions, shall be settled by Bank Asia Which shall be conclusive and binding upon the Principal/ Supplementary Cardholder.
- II. The Principal Cardholder and each Supplementary Cardholder shall pay and reimburse Bank Asia on demand (on a full indemnity basis) all costs fees and expenses incurred by Bank Asia in recovering or attempting to recover any Card issued to and/or any sum due to Bank Asia from such Cardholder.
- III. Any request or instruction to Bank Asia shall be in writing and shall be signed by the Cardholder provided nevertheless that Bank Asia may but shall not be obliged to accept and act on any instruction or request by telex facsimile transmission or through the telephone which is believed by the officers or employees of Bank Asia attending to instruction or request to have been given or made or authorized by any Cardholder notwithstanding that instruction or request may not have been given or made or authorized by such Cardholder and notwithstanding fraud that may exist in relation thereto and Bank Asia shall not be liable for any loss or damage suffered as a Consequence of its acting on or acceding to any such instruction or request.
- IV. Neither the acceptance nor approval by Bank Asia of any instruction or arrangement for any monthly or periodic payment of any charge of any person by monthly or periodic deduction effected on any Card Account nor in respect of any monthly or periodic card transaction nor the execution by Bank Asia of any such deduction in respect of any month or period shall impose upon Bank Asia any obligation to effect such deduction in respect of each and every month or period and Bank Asia shall not be liable for any loss or damage suffered or incurred as a consequence of any failure or neglect by Bank Asia to effect any deduction or Card Transaction in respect of any one or more month or period.
- V. Any and all Card Account Statements, notice (including notification of the PIN and of any amendments to this Agreement) or demands of Bank Asia may be sent to the Principal Cardholder or any Supplementary Cardholder by post/courier service, facsimile transmission or telex at the address stated in the Application for the Card or such other address which the Cardholder may notify Bank Asia in writing or from which any Telex-or facsimile transmission sent by the Cardholder's or purporting to be sent by the Cardholder had been dispatched to Bank Asia Any statement notice or demand to any Cardholder sent or dispatched shall be effective and deemed to have been received by the Cardholder:
  - a. On the day immediately following the date of dispatch, if sent by post/courier Service;
  - b. Immediately on dispatch if sent by facsimile transmission.
- VI. Any Card Account Statement or notice relating to any amendment to this Agreement dispatched to the Principal Cardholders shall be deemed to have been dispatched and received by each and every Supplementary Cardholder at the time when the principal Cardholders shall have received or is deemed to have received the same.

- VII. The use of any Card is also subject to other terms and conditions governing the use of other facilities or benefits that may from time to time be made available. Cash withdrawals from any account with Bank Asia shall be subject to the terms and conditions of Bank Asia
- VIII. Any forbearance or failure or delay by Bank Asia in exercising any right, power or remedy shall not be deemed to be a waiver or a partial waiver of such rights, power or remedy unless such rights, powers and remedies are specifically waived by Bank Asia in writing.
- IX. Any Charge Slip or Transaction Information Document signed by the Cardholder shall be the conclusive proof of charges recorded therein as incurred by the Cardholder him/herself and/or Corporate Member.
- X. The Cardholder is responsible for collecting the bills and copies of the charge slip or Transaction information Document signed by him/her from the Member establishment. Bank Asia will not provide any copy of the charge slip without fees.
- XI. The Cardholder is responsible for possessing the Card with utmost care and security and not to permit anyone unauthorized to use or have possession of the same.
- XII. The Cardholder is responsible for notifying Bank Asia immediately in respect of any change to Cardholder name, business/home/telephone number and billing address or any other particulars as furnished in the Credit Card Application Form earlier made for issuance of the Card.
- XIII. The Cardholder is responsible to return immediately all Cards, issued to them, to Bank Asia or its Agents upon request where Bank Asia believes that they have a good reason to request the Card to be returned.
- XIV. The Cardholder (Card Type Gold/classic) must comply with all applicable exchange Control Regulations and all amendments and additions thereto and the circulars, rules and regulations of Bangladesh Bank, as and where applicable.
- XV. The Cardholder and Bank Asia shall be unconditionally agreeable to submit to the jurisdiction of the Courts of the country in respect of all disputes arising out of this agreement.
- XVI. This Agreement shall be construed according to the Laws applicable in Bangladesh and these Terms and Laws applicable in Bangladesh will govern Condition set down in the Agreement. All Cardholders submit themselves the non-exclusive jurisdiction of the Courts of the Government of the Peoples Republic of Bangladesh.
- XVII. That these terms and conditions shall be binding upon the Cardholder as well as his or her heirs, successors permitted assigns.
- XVIII. That these terms and conditions shall be binding upon the Cardholder as well as his or her heirs, successors permitted assigns.

## 19. DECLARATION

I/We do hereby declare that I/We am/are not a loan defaulter with any Bank or Financial Institute or in any other way and agree, undertake and confirm as follows:

- I. Bank Asia reserves all the authority to emboss or print or declare the Cardholder's or supplementary Cardholder photographs on the daily newspapers for publication, if he/she denies to pay or he/she becomes traceless with outstanding against his or her card.

- II. Bank Asia will reserve all the rights to file a case in any police station and in court against the defaulters of the card be principal Cardholders or supplementary Cardholders, who are not paying their outstanding against bills.
- III. Bank Asia reserves all the rights to cancel or block the card without informing the Cardholder at any time if the information given in application form by the Cardholder is found not to be true or irrelevant or false after issuance of the card.
- IV. If the Cardholder is not a Bangladeshi national, then he/she has to take a letter of nationality from his/her country's embassy/consulate as a proof of his/her nationality other than his/her passport and in future if he/she leaves Bangladesh without settling his/her outstanding against his/her card then Bank Asia will reserve all the rights to inform the embassy of the said Cardholder to file a case against him/ her in his/her own country through embassy to recover the Bank Asia card outstanding.
- V. If the Cardholder is a Bangladeshi national and he/she leaves Bangladesh without settling his/her outstanding against his/her card then Bank Asia will reserve all the rights to inform the Bangladesh High Commission/Embassy where the Cardholder has gone away without informing Bank Asia or settling his/her card dues. In this connection with Bank Asia may file a case against him/her where he/she has gone away to recover the Bank Asia card outstanding through the Bangladesh High Commission/Embassy where Cardholder has gone away.
- VI. If any dispute arise in my monthly credit card statement, I will immediately inform the Bank Asia Card Division regarding the disputed transaction which is shown in my monthly statement and Bank Asia Card Division will immediately take necessary steps to verify the Cardholder disputed transaction but not later than one (1) month. Bank Asia Card Division will not accept or be liable for any transactions if the Cardholder do not inform Bank Asia Card Division beyond one (1) month period.