Terms and Conditions

City Bank PLC
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1. Introduction and Definitions

1.1 Scope

These Terms and Conditions are a contract between you and City Bank. They apply to the use of your Card. However, our standard terms and conditions for operating a 24 hour Banking Account and our 24 hour Banking Card terms and conditions will continue to apply to the operation of your Cards account.

1.2 Agreement

When you sign or first use your Card you agree to these terms and conditions as changed by us from time to time. However, if you are transferring your outstanding balance and/or unstatemented transactions from an existing City Bank credit card account to your new Credit Card Account, these terms and conditions (as amended from time to time) are effective from the closing date of your existing credit card's final statement (subject to any third party terms and conditions or policies).

1.3 Read these Terms and Conditions

You should read these Terms and Conditions carefully as they place certain requirements and liabilities on you.

1.4 Over-riding laws

The operation of your Card Accounts and these Terms and Conditions may be affected by over-riding laws of general application.

1.5 Interpretation

The words "we", "our" and "us" mean City Bank PLC and the words "you" and "your" mean, as the context requires, the Card Account Owner and/or person named on the Card or both. Headings in these Terms and Conditions do not affect interpretation. Other defined terms are:

"Bank" means City Bank PLC (City Bank), its successors and its assignees.

"Card" means any American Express Consumer Credit Card & American Express Co-Branded Credit Card issued by the bank to the Cardmember and includes Primary, Supplementary/Additional and Replacement Cards.

"Card Accounts" means the credit card account opened by the Bank for the purpose of entering all credits and debits received or incurred by the Primary Cardmember and the Supplementary/Additional Cardmember, if any, under these Terms and Conditions.

"Cardmember" 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 Cardmember.

"24 hour Banking" means City Bank 24 hour Call Center and Internet Banking service.

"Account Number" means, in the case of an American Express® Card, the 15-digit number embossed on the face of your Card.

"American Express Member" means any organization affiliated to American Express and displaying the American Express trademark.

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

"Balance Transfer" is where you transfer the outstanding balance of your credit card issued by another bank or financial institution to your City Bank Credit Card Account.

"Bill Payment" means your use of a Card to pay amounts that you owe to third parties for goods or services.

"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 Cardmember from the bank or any other bank or financial institutions for debit to the Card Account.

"Minimum Amount Due" is 3% of the Current Balance subjected to a minimum of Tk. 500, which if paid by the payment Due Date will avoid any late payment charges.

"Payment due date" means the date, appearing on your Credit Card Account statement, by when you must pay at least the "current minimum payment due" or the "total payment due" (as applicable).

"Merchant" means a retailer or any other person, firm or company who or which is bound by an American Express merchant agreement with us or any other acquiring organization.

"E-Commerce Merchants" means merchants who/which exclusively do/es business and transactions in Internet Platform.

"Pre-Pay E-Commerce Merchants" means the E-Commerce Merchants who/which receives pre-payment from you and deliver/s, promise/s delivery of the products/ services after the pre-payment.

"PIN" means your confidential personal identification number, which, when used at any ATM with your Card will enable you to access your Card Accounts.

"Transaction" means:

All the transactions debited or credited to your Credit Card Account, such as the purchase of goods or the obtaining of services or Cash Advances or Balance Transfers, including transactions using an ATM, teller's terminal, mail, telephone or remote (e.g. internet or e-mail) purchases, payments credited to your Credit Card Account and amounts that you agree with a Merchant to be debited against your Credit Card Account on a regular basis; and

"Charges" means amount payable by the Cardmember 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 Transaction, Fees, Finance Charges, additional expenses, damages, legal costs and disbursements, which will be debited to the Card Account and form part of the Current Balance.

"Credit Limit" means the maximum debit balance permitted by the bank for the Card Account for the Primary and the Supplementary Card, if any, and notified to the Primary Cardmember from time to time.

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

"Deposit" means the amount in cash placed with the Bank as specified by the Bank as security for the performance of the Cardmember's obligation.

"Electronic Banking Terminal" means any authorized terminal or device in which Card and/or PIN can be used. This includes ATM, Point of Sale terminal through which Card Transactions can be performed or any authorized terminal or device connected to City Bank electronic banking system from time to time.

"Primary Cardmember" means a person other than a Supplementary Card Holder who is issued a primary card and for whom the Card Account is first opened by the Bank.

"Security" means the Lien amount of deposit through a banking account Le savings, current, RFCD / FCY, EFQ etc.

"Statement of account" means the Bank's monthly or other periodic statements sent to the Cardmember showing particulars of the Current Balance payable to the Bank.

"Supplementary/Additional/Add-on Card" means a Card issued by the Bank to a third party nominated by, and at the request of, the individual entering this Agreement with the Bank and in respect of which Card Transactions are to be recorded on the Card Account.

"Supplementary/Additional/Add-on Cardmember" means the person who has been issued a Supplementary/Additional/ Add-on Card.

"Over-limit Charges" is a charge levied once per statement of Account, if the Cardmember exceeds his Credit limit.

Unless the context requires otherwise;

(a) Words denoting one gender shall include all other genders

(b) Words denoting the singular shall include the plural and vice versa

2. Your Card and its Use

2.1 Receiving and signing your Card

You must sign on the specific signature panel on the back of your Card immediately upon receipt. Your Card must not be used if you have not signed it. Do not send your Card overseas, or have any

other person send your Card to you while you are overseas. To have your Card forwarded to another country, please contact us.

2.2 Card and PIN security

You must not allow others to use your Card, your Account Number or your PIN. Remember to retrieve your Card after you use it. You must notify us immediately if:

a) Your Card is lost or stolen, by calling one of the telephone numbers shown in clause 16; or

b) Your PIN may have been disclosed, by calling the appropriate number in clause 16; or

c) Your Card is retained by an ATM, by reporting it as a lost card.

If your Card is lost or stolen overseas, you may notify us or any American Express Travel Service Office. Your liability when your card is lost or stolen is set out in clause 9.3.

2.3 Lost or stolen, damaged or faulty Cards

If your Card is lost or stolen, damaged or faulty, we may issue a replacement Card which will operate on your Card Accounts. Our usual replacement fee may be charged.

2.4 Ownership of Card

Your Card and Account Number are our property and may be retained by us. They may not be copied or reproduced. You agree to return or destroy your Card when we ask you, or if you close the Card Accounts to which it relates, in certain circumstances a Merchant may also be required to retain your Card and you agree to deliver the Card, to the Merchant in such circumstances upon request.

2.5 Agreement to pay

You agree to pay us the full amount payable in respect of all Transactions. Once a Transaction is completed it cannot be stopped in the same way as a cheque. If you think a mistake has been made, refer to clause 12 of these Terms and Conditions. In certain circumstances if you do not receive goods or services you have ordered using your Card, or by reference to your Account Number, then you may be able to obtain a credit for the Transaction. If you think this has happened, you should contact us. However, you will not be entitled to obtain any such credit for transactions with Pre-Pay E-Commerce Merchants.

2.6 PIN Generation

You need to generate a PIN before performing your first transaction by calling 16234 or through the assistance of Citytouch Digital banking. You will need a PIN if you wish to use your Card for ATM and/or teller Transactions. If you use an American Express Card for EFT/POS Transactions, a PIN will not be available and a signature will be required. You can also change the PIN given by us at any of our ATMs. Your selected PIN must be one designed to reduce the chance of anybody guessing the numbers you choose. You must avoid unsuitable PINs such as:

a) Birth dates, months or years in any form or combination;

b) Sequential numbers (such as 3456) and easily identifiable number combinations (such as 1111);

c) Any of the blocks of numbers on your Card;

d) Other easily accessible personal figures such as parts of personal telephone numbers or personal data; PIN changes may be made at any of our Branches.

2.7 Means of protecting a PIN

You are responsible for keeping your PIN secure. In particular you must:

a) Not keep a written record of your PIN

b) Not keep your PIN in a form that can be readily identified as a PIN

c) Not disclose your PIN to any other person (including persons in apparent authority, family members or spouse)

d) Not negligently or recklessly disclose your PIN

e) Notify City Bank immediately if you become aware that your PIN has become known to someone else; and

f) Ensure any other Cardmembers who are able to access any of your Card Accounts by a PIN keep their PIN secure as set out above.

2.8 ATM Transaction limits

In Bangladesh, limits on the amount of cash you can withdraw in any 24 hour period will vary according to the ATM, up to a maximum of TK. 100,000 for American Express Platinum Credit Card and up to Tk. 50,000 for all other American Express Credit Card, including American Express Co-branded credit card issued by City Bank. This maximum may change from time to time at our discretion. Higher limits do exist on withdrawals made while overseas and may go as high as your credit limit. These Transaction limits shall not affect your obligation to pay immediately any amount debited to your Credit Card Account in excess of your credit limit. Limits will apply regardless of whether your Card Account has a debt or credit balance.

2.9 Mail, telephone and remote transactions

When you use your Card to make purchases for goods and services by mail, telephone or remote means (such as internet and e-mail), you are giving authority to the Merchant to debit the purchase amount to your Credit Card Account. You must still pay the amount of the Transaction although you will not necessarily have signed a sales voucher. There are risks involved in providing your Card details and authorizing Transactions before you receive the goods or services. Before doing so you should consider the security and standing of the relevant Merchant. You may not, under any circumstances, attempt to make a mail, telephone or remote purchase for goods or services if your Card has been cancelled, suspended, lost or stolen, or you have requested closure of your Credit Card Account. Information on when we may

act or decline to act on your facsimile, telephone, e-mail and other electronic instructions is set out in clause 10.3.

2.10 Your credit limit

Your credit limit will be set by us to what we consider is an appropriate limit and we may change it from time to time. If your Credit Card Account is not operated to our satisfaction we may decrease your credit limit. We will advise you in writing if we change your credit limit. Notwithstanding the foregoing, we may, at our discretion, allow Transactions to your Credit Card Account which exceeds your credit limit. If your credit limit is exceeded, you must pay the excess amount to us immediately.

2.11 Changing your credit limit

If you are an Account Owner you can apply to increase your credit limit at any time by:

a) Completing a request through any of our Branches; or

b) Calling us on 16234 (locally) or (+88) 02 8331040 (locally & internationally); or

c) Other forms of communication approved by us. We may increase your credit limit – you will be advised of this increase, and you can decline any increase you have not applied for. If you are the Account Owner you may apply to decrease your credit limit by contacting us, although certain types of Cards are subject to minimum limits set by American Express.

2.12 Transaction limits at selected Merchants

We may at any time impose a permanent or temporary limit on the number, types and/or amounts of Transactions we authorize on your Credit Card Account at selected Merchants as determined by us from time to time. These limitations will apply regardless of whether your Card Account has a debt or credit balance.

2.13 Cash Advances

You may get a Cash Advance in City Bank or overseas by using your American Express Card at an ATM displaying the American Express logo. Or you could present your Card to an American Express Travel Service Office (for American Express). American Express Member may set a minimum or maximum on the amount available to you. A Cash Advance incurs interest from the day it is made until it has been paid in full. Any credit balance in your Credit Card Account will be immediately applied by us to payment of the associated Cash Advance fee and the Cash Advance respectively.

2.14 Foreign Currency Transactions

You can use your Card to make purchases, obtain Cash Advances and receive funds in foreign currencies. All foreign currency purchases, Cash Advances and returned purchases will be converted to US Dollars as at the date your Transaction is processed (and not necessarily the date that you enter into your Transaction). They will be converted at a rate of exchange set by American Express Global Network Services for American Express

Cards® and charges made in a foreign currency other than US dollars will be converted by American Express into US dollars. We add a Foreign Currency Service Fee calculated as a percentage of the USD value of each foreign currency purchase, Cash Advance or returned purchase.

The converted amount of your foreign currency Transaction and the Foreign Currency Service Fee are both included in the USD amount shown on your statement for each Transaction. The rate of exchange shown on the statement is the applicable scheme rate adjusted by us to include our fee. We are not responsible for any loss or damage you may suffer if, because of occurrences beyond our control, you cannot use your Card overseas. This could include ATM or communications line failure.

For foreign charges converted by American Express, American Express applies a foreign currency factor of 2% to the converted amount. A charge that is made in a foreign currency other than US Dollars will, when the conversion is done by American Express, be converted into US Dollars before being converted into your billing currency.

The Foreign Currency Service Fee is subject to change. For details about this and other interest, fees and charges associated with use of your Card visit americanexpress.co.bd and click through to the Rates and Fees page.

3. Bill Payments

3.1 Use of your Card for payment of bills

You may use your Card to effect Bill Payments.

3.2 Processing Bill Payments

Bill Payments will only be paid if there are sufficient funds in your Credit Card Account at the time the payment is processed. For Bill Payments that are programmed in advance, if there are insufficient funds on the business day the payment is processed, the payment will be cancelled one business day after that day and a fee may be charged. Bill Payments made from your Credit Card Account before 8.00pm will be debited on your Credit Card Account the same business day and payments made after 8.00pm will be debited on your Credit Card Account next business day later.

3.3 Maximum limit

From time to time we may set a maximum amount that you can pay from your Credit Card Account in respect of a single Bill Payment. Should you exceed this maximum amount, we cannot guarantee processing of the payment or accept liability for fees or interest charged by us or any other party. You may check the maximum amount for a Bill Payment by contacting us in accordance with clause 16.

4. Your Card Accounts

4.1 Card access

Using your Card you can access your Credit Card Account and the 24 hour Banking Accounts nominated for that purpose.

4.2 Statements

A record of Transactions will appear on your statements provided by us for your Credit Card Account. Your statements should be kept in a safe place so that you can refer to them if needed, as a charge may be payable for replacements.

4.3 Credit Interest

We will not pay any interest on credit balance on your Card account.

4.4 Supplementary Cardmembers

If you are an Account Owner we may, at our discretion, issue additional Cards to a person or persons you nominate. When that person receives and signs his or her Card, it can be used on your Credit Card Account. As the Account Owner, you will be liable for all Transactions arising from the use of the additional Cards as if they were your own. You may cancel any additional Cards by writing to us and ensuring the cancelled Cards have been destroyed. You will however, continue to be liable for all Transactions up to the date the respective Cards are destroyed together with any other Transactions authorized by your nominated Cardmembers. You may also set a limit for your assigned supplementary cardmember within your own limit.

5. Credit Card Account Operation

5.1 Verification of Identity

We may from time to time require proof, to our satisfaction, of your identity or the identity of any person authorized to operate your Credit Card Account.

5.2 Instructing us

Subject to conditions notified by us from time to time, we may at our discretion allow you to give instructions in respect of your Credit Card Account by telephone, facsimile, card or computer, or by any other written, electronic/autommunicated or verbal method acceptable to us (each a "facility"). We may require you to provide a written indemnity before making any such facility available to you. Except as otherwise required by law, we may allow the operation of a Credit Card Account of a deceased person if authority was given by this person prior to his or her death.

5.3 Available Transactions

Your Credit Card Account may be operated by deposits, withdrawals, transfers, direct credits, direct debits, automatic payments or any other type of payment authority acceptable to us.

5.4 Authority

You authorize us to act in accordance with your instructions relating to your Credit Card Account. You acknowledge that we may decline to so act where we consider we have good reason to do so. In particular, we will not be obliged to act in accordance with your instructions where to do so would result in your credit limit being exceeded.

5.5 Changes to Account Number

If your Account Number changes or you change from one type of account with us to another, we may redirect to your new account Transactions that would have been credited or debited to your old account, unless you specify otherwise. We will not, however, be liable to you if we do not redirect any Transactions when we could have under this clause.

5.6 Set off and combination

You authorize us, at any time and without notice, to combine any credit balance of one of your City Bank accounts with the balance of another of your City Bank accounts, so as to treat them as a single balance, and there will be no implied agreement to the contrary.

If you owe any money to us that is due but unpaid, whether it is owed alone or with others, you authorize us, without prior notice, to apply any credit balance in any of your City Bank accounts, or any other amount we owe to you, towards that unpaid amount. For this purpose, you authorize us to transfer funds from one City Bank account to another (including any joint account that you can operate individually, to use funds in one currency to buy another currency and to break any term deposit. We may do this without prior notice, in the order, and as often, as we determine.

5.7 Recording instructions

You authorize us to record any telephone calls between you and us, and to retain such recordings.

5.8 Ownership of credit balance

Unless you instruct us otherwise in writing, you acknowledge that you are solely entitled to any credit balance in your Credit Card Account, which belongs to you and does not belong to any other person, and that no other person has any legal or beneficial interest in it. For avoidance of doubt, this clause 5.8 does not affect our rights of set off and contribution set out in clause 5.6.

5.9 Use and return of forms

Forms encoded by us with a Credit Card Account number must not be used to access or operate any other City Bank account. Where you would be entitled to the return of any form, we may, at our discretion, provide you with a copy of the actual form.

5.10 Transaction priority

We may determine the order of priority of your Credit Card Account Transactions.

5.11 Liens

If we receive or hold any property, items or documents for you for any purpose we may, at our discretion, exercise a lien over the property, item or document as security for any amount you owe to us (whether alone or with any other persons) under your Credit Card Account.

5.12 Rights to your Credit Card Account

You may not assign, mortgage, charge or declare a trust of any rights to your Credit Card Account, including any credit balances, except with our prior written consent.

6. Fees

6.1 Account fees

Fees may be debited to your Credit Card Account for establishing and/or maintaining it.

6.2 Supplementary account fee

A fee may apply. This fee will normally be debited to your Credit Card Account at the same time as the account fee referred to in clause 6.1.

6.3 Card replacement fee

If your Card is replaced because it is damaged, lost or stolen, we may debit a Card replacement fee to your Credit Card Account.

6.4 Cash Advance fee

If you make a Cash Advance we may debit a Cash Advance fee to your Credit Card Account.

6.5 Manual payment fee

If you request us to transfer the balance of another City Bank Card to your Credit Card Account, we may debit a manual payment processing fee to your Credit Card Account and may charge a Cash Advance fee to the account of your other City Bank card.

6.6 Late payment fee

If the "current minimum payment due" or the "total minimum payment due" (as applicable) is not received by the Last Date for Payment, we may debit a late payment fee to your Credit Card Account.

6.7 Over limit fee

If you undertake a Transaction in excess of your credit limit we may debit an over limit fee to your Credit Card Account.

6.8 Foreign Currency Service Fee

A Foreign Currency Service Fee will be debited to your Credit Card Account each time you use your Card for foreign currency purchases, Cash Advances and returned purchases. It is calculated as a percentage of the USD value of each foreign currency transaction. The converted amount of your foreign currency transaction and the Foreign Currency Service Fee are both included in the USD amount and in the rate of exchange shown on your statement for each Transaction.

6.9 Voucher copy fee

A voucher copy fee may be charged if you require a copy of an authorized Transaction on your Credit Card Account.

6.10 Agreement to pay

You agree to pay the above and any other fees and/or charges determined by us or imposed by government regulation, and further agree that such fees may be debited to your Credit Card Account. Current fees are outlined in our "Current Charges" for your Card, which is available upon request. These fees and charges may be changed from time to time by us. We will keep you advised of fees and charges in accordance with the Code of Banking Practice.

7. Interest Charges

7.1 Interest charges

Interest will be charged on your Credit Card Account in the circumstances set out in this section 7.

7.2 Interest on Cash Advances and Balance Transfers

You will be charged interest on a Cash Advance (including any applicable Cash Advance fee or foreign currency service fee) or a Balance Transfer (as the case may be) from the date the Cash Advance or Balance Transfer is made until the Cash Advance or Balance Transfer (including any applicable Cash Advance fee or foreign currency service fee) is repaid in full to us. Interest charged on a Cash Advance or Balance Transfer (as the case may be) will also incur interest from the date the interest is originally debited until it is paid in full.

Interest on Transactions other than Cash Advances on Credit Card Accounts with an interest free period:

7.3 Full amount of current balance

If you always pay the full amount of the "current balance" shown on your statement by the Last Date for Payment, interest will not be charged on Transactions (including fees and charges on those Transactions), other than on Cash Advances as set out in clause 7.2.

7.4 Less than current balance

Interest Charges are imposed on the Outstanding Retail Transaction Balance that is not paid within the Payment Due Date. Interest will be calculated from the following day of your last payment due date until full payment.

7.5 Subsequent Statements

When you next pay the new "current balance" in full on a subsequent statement by the Last Date for Payment, you will not pay interest after the closing date of this statement on the current balance or Transactions debited after the closing date of this statement, except for:

(a) Interest on Cash Advances and Balance Transfers as set out in clause 7.2; or

(b) If you do not pay the next (or a later) "current balance" in full by the Last Date for Payment as outlined in clause 7.4.

7.6 Credit Card Accounts with no interest free period

If your Credit Card Account has no interest free period, interest will be charged from the date the Transaction (including any applicable foreign currency service fee or Cash Advance fee) is made or the fee (excluding foreign currency service fees or Cash Advance fees), charge or interest is debited, until paid in full.

7.7 Notification of rates

The current annual debt interest rates, and any interest rate structures, specials or promotions (if applicable) are shown on each statement. We set these interest rates and we may change them at any time. Any changes will be notified to you on your statement. To cover situations where no statement is being produced (such as new accounts or intangible assets, but not otherwise relevant) and the changes will be advertised in our Branches, in the public notices column of major newspapers, and on our website. The new rates and other changes will then be disclosed on the statement recording your next Transaction.

8. Payments

8.1 Minimum payment due

The "current minimum payment due" is recorded on your statement and is the minimum payment you must pay by the Last Date for Payment unless your statement records a "total minimum payment due" in which case this is the minimum payment you must pay us by the Last Date for Payment. If there is a "total minimum payment due" showing on your current statement, this comprises any "current minimum payment due" plus, if applicable, an amount overdue from a previous statement and/or an amount by which you have exceeded your credit limit. We will advise you on your statement of the "current minimum payment due" and if applicable the "total minimum payment due", however you may elect to pay more than the "total minimum payment due" if you wish. If there is an "over limit amount due now" showing on your current statement, you have exceeded your credit limit and must pay this amount immediately. If you have made any more purchases, which are not shown on your current statement, you must also pay these amounts immediately. If there is an "overdue amount due now" showing on your current statement, you may not have paid the "total minimum payment due" or the "current minimum payment due" or both as shown on the previous statement and you must pay this immediately.

8.2 Provisional payments

Payments, other than notes and coins, will only be provisionally credited to your Credit Card Account. You may not access any such payments before they are cleared. If not cleared, they will be debited to your Credit Card Account and a fee may be charged. Accordingly, the balance of your Credit Card Account may be altered by reversal of any unpaid cheque or other non-cash payment.

8.3 When payment received

For the purposes of calculating interest, your payment will be credited to your Credit Card Account as at the date we receive it. Standard processing times mean that a payment may not appear on our records in time for it to be taken into account when deciding whether to approve Transaction. Generally your payment must be received by us two business days prior to your statement closing date if it is to appear on your current statement.

8.4 Allocation of payments

We are not obliged to act on or verify compliance with an instruction to apply a payment for a specific purpose or subject to any condition and we will not be responsible for applying a payment contrary to any instruction. The way your payments to your Credit Card Account are applied will be determined by us at our discretion. However, generally they will be applied in the order set out below:

(a) Interest, fees (excluding a foreign currency service fee) and charges (with the interest, fees and charges incurred on the lowest interest rate Transactions repaid first);

(b) Any Transactions (excluding Cash Advances but including any applicable foreign currency service fee) with a lower interest rate than the standard annual debit interest rate (with the lowest rate Transactions repaid first if there is more than one interest rate applicable to Transactions lower than the standard annual debit interest rate);

(c) Cash Advances (including any applicable foreign currency service fee) then all other credit arising from Transactions (including any applicable foreign currency service fee) processed prior to the last statement;

(d) Cash Advances (including any applicable foreign currency service fee) then all other credit arising from Transactions (including any applicable foreign currency service fee) made since the current statement. Notwithstanding the above clauses, if you have made a payment that creates a credit balance in your Credit Card Account, that credit will be applied to any future Transactions in the order that those Transactions are processed.

(e) Then any purchases done through your card account.

(f) Finally any other transactions like Balance Transfer, EMI etc.

8.5 Direct debit facility

You may have a direct debit facility where we will debit a City Bank account for either your full statement Closing Balance or the "current minimum payment due" or the "total minimum payment due" (as applicable) on the Due Date detailed on your statement. You will need to complete a Direct Debit authority form that can be downloaded from www.citybankplc.com. Alternatively call us on 16234 (locally) or (+88) 02 8331040 (locally & internationally) and request a form by post.

If you make a separate manual payment, your direct debit payment will still equal the amount detailed on your statement unless you contact us to amend the direct debit amount by the notice date detailed on your statement.

9. Your Liability

9.1 In all cases other than Pre-Pay E-Commerce Merchants:

9.1.1 Your obligations: You agree

a) Not to use your Card beyond the credit limit applying to your Credit Card Account;

b) To immediately pay any amount that exceeds your credit limit;

c) To pay at least the "current minimum payment due" or the "total minimum payment due" (as applicable) by the Last Date for Payment;

d) To advise us of any change to your contact details;

e) To notify us immediately if your Card has been lost or stolen or your PIN has or may have become known to someone else;

f) To immediately destroy your Card if requested;

g) To pay in the manner and at the times requested by us, the full amount of all Transactions and costs, charges and interest on your Credit Card Account;

h) To advise your bank and any other party to cancel any authorities (such as automatic payments or direct debits) in respect of payments to or Transactions from its once your Credit Card Account has been closed or withdrawn, or if it has been suspended.

9.1.2 Non-payment

If you do not pay your Credit Card Account:

a) You must pay, on demand, any legal fees (on a solicitor/client basis) or other costs which we may incur in recovering or attempting to recover any amounts properly payable by you to us and we may debit such legal fees and other costs to your Credit Card Account;

b) We have the right to debit any other account you may have with us for any money due by you to us in respect of your Credit Card Account.

9.1.3 Liability when Card is lost or stolen

Once you have notified us that your Card has been lost or stolen, or your PIN may have been disclosed to someone else, you will not be liable after that time for any Transactions by someone else using your Card. Your liability will be full if you have:

a) Unreasonably delayed notifying us;

b) Selected an unsuitable PIN such as the examples referred to in clause 2.6;

c) Written your PIN on your Card or kept a written record of your PIN with or near your Card;

d) kept your PIN in a form that can readily be identified as a PIN;

e) Disclosed your PIN to someone else or failed to take reasonable care to prevent others from identifying your PIN, when, for example, keying in your PIN;

f) Allowed someone else to use your Card or failed to reasonably safeguard your Card;

g) Contributed to or caused losses from unauthorized Transactions as a result of your actions.

9.1.4 Liability for loss before notification

If any of the events in clause 9.3 apply, you will be liable for all Transactions before you notified us, or for any loss which could otherwise have been prevented up to the amount you yourself would have been able to access during the time before you notified us of the loss or theft of your Card, or the disclosure of your PIN. If these Transactions cause your credit limit to be exceeded, you will be liable to pay the excess amount without delay.

9.1.5 Negligence and fraud

The limits on your liability set out in clauses 9.3 and 9.4 do not apply where you have acted negligently or fraudulently, either alone or together with any other person.

9.1.6 Your liability

You will be liable for all loss, including any consequential loss suffered by third parties, if you act fraudulently, either alone or together with any other person. You may be liable for some or all loss arising from any unauthorized access, whether occurring before or after notification, if you have caused or contributed to that loss, for example, failing to comply with these Terms and Conditions.

9.1.7 Exclusions: You are not responsible for

a) Any negligent or fraudulent conduct by any of our staff, agent or party involved in the provision of electronic banking services;

b) Any incorrect charges to any of your Card Accounts when the machinery used or system involved in a Transaction is not working properly, unless you persist in using the Card Account when advised by a message or notice on display that the machinery or system is not functioning properly;

c) Any unauthorized Transaction occurring either before you receive your Card or when it is clear to us that you could not have contributed to any loss you may have suffered.

9.1.8 Security

Any money owing by you in respect of your Credit Card Account is secured by any present or future securities given by you (whether in conjunction with any other persons) or not) to us.

9.2 In case of Pre-Pay E-Commerce Merchants:

a) You agree to resolve and settle all refund, chargeback, non-delivery, claim, dispute issues (collectively called as "Dispute") with respective Pre-Pay E-Commerce Merchants. You agree and acknowledge that we, the Bank shall not be liable or responsible by any mean to settle/resolve the Dispute with Pre-Pay E-Commerce Merchants and you will indemnify us/ the Bank if we/the Bank incur any loss or damage due to any such Dispute between you and Pre-Pay E-Commerce Merchants. You further agree that we/the Bank reserve the right to impose temporary/permanent restriction on any type of transaction and/or with Pre-Pay E-Commerce Merchants.

10. Our Position

10.1 Where we are not responsible

We are not responsible for:

a) Refusal by an American Express ATM to make a Cash Advance;

b) Any dispute between you and any additional Cardmember(s) or Account Owner(s);

c) The actions or omissions of Pre-Pay E-Commerce Merchants;

d) Any loss caused by occurrences beyond our control, including non-delivery of mail and failure of an ATM or communication linkage resulting in you being unable to use your Card;

e) Any action taken by us, where your Card has been reported lost or stolen, which results in a Merchant refusing a Transaction because he or she suspects that you do not own your Card;

f) Any action taken against you in connection with the fraudulent use of your Card;

g) Any loss which arises where you have acted negligently or have acted fraudulently, either alone or together with any other person(s).

10.2 Where we are not liable

Provided we have complied with our duty to act with reasonable care and skill and our other obligations under the prudential guideline of the Bangladeshi Bank, we:

a) Will not be liable for any claim that arises from acting reasonably in accordance with your instructions;

b) Will not be liable for any loss suffered by you or any third party due to matters outside our control (including, without limitation, non-delivery of mail, machine failure, system failure, strikes, or communication linkage failure resulting in you being unable to use your Card);

c) Accept no liability for the loss or destruction of, or delay in processing, cheques or other instructions or documents;

d) Accept no liability (except interest for the period of the delay) for any delay in transferring funds to or from your accounts;

e) Will not be liable for any action taken by us, where your Card has been reported lost or stolen, which results in a Merchant refusing a Transaction because he or she suspects that you do not own your Card;

f) Will not be liable for any losses which arise where you have acted negligently or have acted fraudulently, either alone or together with any other person(s); and

g) Will not be liable for either refusing to act on contradictory instructions given in respect of your Credit Card Account or for acting on any one only of such contradictory instructions.

h) Will not be liable for settlement or resolution of any Dispute arising out of any transaction between you and Pre-Pay E-Commerce Merchants.

10.3 Acting on instructions

Subject to compliance with our duty to exercise reasonable care and skill and other obligations under the prudential guideline of Bangladesh Bank, but otherwise irrespective of anything else stated in these Terms and Conditions, we:

a) May decline to act or delay acting on any instructions given where we consider that we have good reason to do so; and

b) May, where your Credit Card Account can be accessed by telephone or by any electronic means, assume that any telephone or electronic instructions received using your PIN or access number and password are authorized by you.

10.4 Your indemnity to us

Where we act upon a facsimile. Telephone, email or other electronic instruction from you regarding your Credit Card Account, and that instruction appears to our reasonable satisfaction to have been made in accordance with authorities held by us, to the extent permitted at law you indemnify us against all losses, claims and expenses, that we may incur by

reason of acting upon the instruction and also by reason of your transaction/s with Pre-Pay E-Commerce Merchants. Without further authority or enquiry we may debit your Credit Card Account with all such claims and expenses, whether or not your Credit Card Account may exceed its credit limit as a result. Therefore, interest may be charged as explained in clause 7 of these Terms & Conditions.

10.5 Reasonable care and skill

We will provide our services in relation to your Credit Card Account with reasonable care and skill.

10.6 Code of Banking Practice

We will comply with the Code of Banking Practice as it applies to these Terms and Conditions.

11. Suspending your Credit Card Account (including Limiting or Suspending Transactions), closing your Credit Card Account or Card Cancellation

11.1 By us

We may at any time suspend operation of your Credit Card Account (including, but not limited to, limiting or suspending the number, types and/or amounts of Transactions we authorize on your Credit Card Account) or close any Credit Card Account. We may at any time cancel your right to use your Card and require that it be destroyed (you should cut it in half). If your Credit Card Account is cancelled, you must then immediately pay the entire balance of your Card Accounts that we have specified.

11.2 By Account Owner

If you are an Account Owner you can apply to cancel your Card and close your Credit Card Accounts by:

a) Calling us on 16234 (local) or (+88) 02 8331040 (local & international);

b) Sending written advice confirming that your Card has been destroyed (it should be cut in half by you) to: City Bank PLC, Retail Banking Division, Cards, Al-Amin Center (9th Floor), 25/A Dihushia C/A, Dhaka, P O Box -1000. Or

c) Completing an appropriate form, this is available at any of our Branches.

If you are an Account Owner you will be responsible for the destruction of all Cards issued on your Credit Card Account. Please note that you have to notify us at least one month before your renewal month written on your card. Otherwise annual fee will be applied on your card.

11.3 Clauses for the termination of the Card

11.3.1. Notwithstanding the payment provision outlined under clause 8, all accounts outstanding on the Card Account (including that of all Supplementary Cards) together with the amount incurred by the use of the Card but not yet charged to the Cardmember's Account shall be payable immediately in full upon the termination of this Agreement.

11.3.2. The Cardmember may at anytime notify the Bank of his intention to close the Card Account and terminate the use of all Cards by giving notice in writing and returning all Cards cut into halves to the Bank. The Card Account shall be closed only after the receipt by the Bank of all Cards cut in halves and full payment of all charges and liabilities under the Card Account.

11.3.3. In the event that Supplementary Cardmember terminating his/her Card, all the cardmember including the Supplementary Card holder whose use of the Card has been terminated shall be and shall continue to be jointly and severally liable to the Bank for all charges and other liabilities in accordance with these Terms and Conditions say that Supplementary Cardmember whose use of the Card has been terminated shall not be liable for Charges and other liabilities incurred by the Cardmember and other Supplementary Cardmembers (if any) after the Bank's receipt of the cut Supplementary Card.

11.3.4. The Bank may at any time recall all or any Card(s) and cancel its/their use with or without giving prior notice to the Cardmember. The Cardmember shall immediately after such recall; return such Cards cut into halves to the Bank and make full payment of all Charges and all liabilities to the Bank.

11.3.5. The Bank shall terminate the use of the Card without notice upon the death, bankruptcy or insolvency of the Cardmember or when the whereabouts of the Cardmember become unknown to the Bank due to any cause attributable to the Bank.

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

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

11.3.8. In the event that any security is held by the Bank as collateral for the insurance of the Card, The Bank reserves the right to retain such Security for a period of at least 45 days following the Card being canceled and returned to the Bank whether canceled by the Cardmember of the Bank or following the Agreement being terminated.

11.4. Your liability

If a Credit Card Account is closed and/or your Card is cancelled, whether by us or you, you will still be liable for:

a) Payment of the debit balance in your Credit Card Account;

b) All fees and charges and any Transactions made up to the time that your Card is destroyed. This is so even if Transactions made have not been debited due to negotiation delays by a Merchant or other parties dealing with the Transaction;

c) Use of the Account Number for any mail, telephone or remote Transactions prior to or after the destruction of the Card;

d) Any legal fees (on a solicitor/client basis) or other costs which we may incur in recovering amounts owing on your various Card Accounts;

e) Any fees or other costs associated with any recurring Transactions, or cancellation of any recurring Transactions, arranged with a Merchant or another bank;

f) Interest on the outstanding balance of your Card Accounts if, for any reason, it is not paid off immediately. Any indemnity given to us in these Terms and Conditions will survive closure of your Credit Card Account.

11.5. Repayment in other circumstances

The entire debit balance of your Credit Card Account becomes immediately due and payable in the event of your death or if you become bankrupt or insolvent.

12. Errors or Discrepancies

12.1 Your obligation to notify us

You must notify us in writing within 30 days of the closing date of the relevant statement if you think that:

a) A statement shows an incorrect charge;

b) A Transaction is incorrectly recorded on the statement;

c) You have lost funds because an ATM terminal is not working properly during the period to which the statement relates. You are responsible for checking your statements to ensure their accuracy and advising us of any error or discrepancy, even if you are away from the statement address we hold for you. If you do not write to us within this time period at the address listed at the end of these Terms and Conditions, the charge or the record of the Transaction will remain.

12.2 Information required

If you think an error or mistake has been made you need to tell us:

a) Your name;

b) Your Account Number and the number of your Credit Card

Accounts you think have been affected;

c) What happened, when it happened, how much you think has been lost and, if relevant, who the Merchant is or where the ATM terminal is located.

12.3 When we will respond

We will acknowledge receipt of your enquiry and advise you of the expected time that it will take to obtain the necessary information.

12.4 Action we will take

We will correct your Credit Card Accounts if we are satisfied that an ATM terminal was not working properly, if we have made an error, or if the Card used was forged or faulty, or, subject to the exceptions set out in these Terms and Conditions, if the Card has been used fraudulently. If, as a result of our investigation, we believe that the charge or Transaction should remain, we will write to you setting out our reasons for this conclusion. A fee may be charged for this service.

12.5 If you are not satisfied

You should refer your complaint to Manager, City Bank Cards Customer Services, telephone 16234 (local) or (+88) 02 8331040 (local & international). If you are unhappy with our investigation, you can refer the matter to the Banking Ombudsman, City Bank PLC, Retail Banking Division, Al-Amin Center (9th Floor), 25/A Dilkusha C/A, Dhaka, P O Box -1000 or call 16234 (locally) or (+88) 02 8331040 (local & international)

13. Personal Information

13.1 Information applicable to

This clause relates to information about you which you provide in connection with your Card and Credit Card Accounts to the City Bank, American Express, and any insurance underwriters or insurance agents used in relation to your Card and Credit Card Account (collectively the "Parties"), or which the Parties may hold now or in the future. You agree that the Personal Information Notice set out in the application form for your Card applies to all such information. Any member of the City Bank may rely on this clause pursuant to the Contracts on prudential guideline of the Bangladesh Bank.

13.2 Security and disclosure of information

The Parties will ensure that information about you is protected by security safeguards. The Parties will not disclose the information to any person, except for the purposes described below or as authorized by you or when required or authorized by law.

13.3 The Privacy Act

Pursuant to the prudential guideline of the Bangladesh Bank you have the right to see and correct personal information about you held by the Parties.

13.4 Use of information

The information the Parties hold will be used primarily to administer your Credit Card Account. In particular, this may involve us sharing information with other members of the City Bank in relation to data processing, data storage or when it is proper to do so. The information may also be used by the Parties and disclosed to other members of the City Bank or to a third party (with whom the Parties have a relationship and who is subject to an obligation of confidentiality in your favour) for the purpose of furthering the relationship between you and the Parties or a third party, and for marketing purposes (including advising you via email, text message or an online facility (without an unsubscribe facility), or by telephone or post, of any products, services or promotions offered by the Parties or a third party). The information may also be disclosed to any person who has given a guarantee or security in respect of the Account Owners obligations to City Bank and to any insurance underwriters or insurance agents used by the Parties in relation to your Card and Credit Card Accounts.

13.5 Market research

To see your views on its services and the products it offers, the Parties may provide your name, address and telephone number to reputable market research organizations. The information is selected at random and places you under no obligation to take part in the market research. The information is supplied in strict confidence to the research organization, which will not be authorized to use it for any other purpose. However, if you do not wish to be involved, please advise us.

13.6 Credit agencies

In respect of opening and reviewing accounts, applications and offering you relevant products and services, you authorize the City Bank to make credit references and other enquiries within its normal procedures. For this purpose, the City Bank may seek from any such source information concerning you. In the event that you are in default under any loan or facility from the City Bank, the City Bank is authorized to disclose all relevant personal information to and for the use of credit reference agencies, debt collection agencies and law firms.

13.7 Please tell us

If you do not wish to provide all the information requested on an application form, then please tell us. If you do not provide all the information requested on the application form, we may restrict the products, facilities and/or services available to you.

14. Notices

a) The Cardmember must promptly notify the Bank in writing of any change in employment or business or address (office and/ or residence) or if the Cardmember intends to be away from Bangladesh for more than 30 days.

b) If the Cardmember leaves Bangladesh to take up residence elsewhere, both the Primary and Supplementary Card(s) shall be returned to the Bank 14 days prior to the Cardmember's departure and the use of the Primary and the Supplementary Card(s) shall be deemed to be terminated and Claus 8 shall apply.

c) All Cards, which do not have any payments pending for over a month or more, will be renewed automatically. In case the Cardmember does not want his/her Card to be renewed or any Supplementary Card to be renewed, a written intimation should be sent to the Card Services two months in advance. Intimations sent earlier than two months or less than 30 days before the expiry cannot be accepted.

d) Instruction sent by the Cardmember to the Bank through facsimile communication shall be considered valid and binding on the Cardmember and the Bank may act upon instructions conveyed by this method. The Bank may use the originals of the facsimile transmissions received by the Bank and printed out on its receiving machine as evidence in any court of law.

e) All Card, PIN, Statement of Account demands or any other communication under these Terms and Conditions may be delivered personally or sent by courier or ordinary post to the last known billing or any other address of the Cardmember and such communications shall be deemed to have been served on the Cardmember on the day of the delivery if delivered by hands and on the next business day after dispatch, if set by courier or by post.

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

15. General

15.1 Governing Law

The Terms and Conditions are governed by and shall be construed in accordance with the laws of the land and the Cardmember thereby submits irrevocably to the non-exclusive jurisdiction of the courts of the country. Such submissions shall however not prejudice the rights of the Bank to bring proceedings against Cardmember in any other jurisdiction.

15.2 Financial difficulty

You should notify us immediately if you are in financial difficulty and believe you may not be able to meet your obligations to us. Please call us on 16234 (locally), (+88) 02 8331040 (locally & internationally)

15.3 Insurance products:

We may from time to time make insurance products available to you. You will be advised of the costs and conditions that apply to those products.

15.4 Promotions

We may, in association with any participating Merchant, company or person, run various schemes to promote our goods and services and/or those of that other party. You will be advised of the nature and benefits of any such promotion.

15.5 More Information

You may at any time ask us for information about your Card Accounts. This includes copies of previous statements, details of Transactions, details of the current fees and charges or copies of our current Terms and Conditions. Changes to Card Accounts may only be made by the Account Owner. We may charge a fee for these services.

15.6 Changes to these Terms and Conditions

We may change, add to, delete or replace these Terms and Conditions and any features/offers from time to time by informing via writing or posting at City Bank's official websites or in any manner deemed applicable by City Bank.

For updated card offers & Schedule of Charges, please always visit: www.americanexpress.com.bd

15.7 NFC Transaction

Maximum of BDT 5000/ transaction can be performed by tapping the card on the contactless technology enabled POS machine without entering the PIN. For any transaction above BDT 5000, regular PIN-based procedure can be followed. For any overseas NFC transaction, limit will be applicable based on acquirer Bank's regulation.

15.8 Your contact details

You must notify us promptly of any change to your contact details (including address, telephone details and email address if applicable). Until you do, we may assume that the contact details we hold for you are correct.

16. How to Contact US

Contact in Bangladesh

Contact any of our branches or call at our 24 hour Customer Service Center on 16234 (locally) or (+88) 02 8331040 (local & international) or Mail/Visit at:

City Bank PLC
Retail Banking Division, Cards
Al-Amin Center (9th Floor)
25/A Dilkusha C/A,
Dhaka, P O Box -1000
Bangladesh.

Website

You can also visit us at www.citybankplc.com