ONE Bank Credit Card

TERMS AND CONDITIONS

In this Agreement, the following words shall have the respective meanings set out hereunder unless the context otherwise requires

- is Agreement, the following words shall have the respective meanings set out hereunder unless the context otherwise requires:

 Bank means ONE Bank Limited, its successors and assigns.

 Argement means the Terms and Conditions' along with the ONE BANK VISA Card Application Form.

 ATM means any Automated Teller Machine or Terminal or any card operated machine or device belonging to the bank or other participating banks or financial institutions that accepts card for cash withdrawal.

 Electronic Banking Terminal means any authorized terminal or device in which Card and/or PIN can be used. These terminals include ATMs, Point of Sales (POS) terminals through which Card Tansactions can be performed or any authorized terminal or device connected to the ONE Bank's centralized banking system from time to time.

 Card Means any Card bearing the name VISA Card issued to the Principal/ Supplementary Cardholder for use on their Card Account and includes any such Card issued in replacement or renewal thereof, to avail services and/or to purchase and/or to draw cash on credit by properly presenting the same at the Merchant Locations/Banks displaying VISA Card Logo.

 Cardholder where used in relation to any Card means the person 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.

 Customer means the Cardholder's stated above.

- transactions and liabilities on the card account. It includes Primary and any Supplementary Cardholder.

 Customer means the Cardholder stated above.

 Card Account in relation to any Card means the credit card account opened by the Bank 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.

 Card Account Statement means the Bank's monthly or other periodic statements send to the cardholder showing particulars of the Current Balance payable to the Bank. Card Account Statement shall detail all transactions processed to the Card Account during the statement period.
- satestimative period. Card Transaction means a payment (whether for goods or services or of charges incurred or otherwise) or cash advance availed or obtained through the use of a Card or the Card Account number or the PIN of a card regardless of whether sales slip, cash advance or other voucher or form is signed by the cardholder.

 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

- 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 the Bank or any other Bank or Financial Institutions for debit to the card account.

 VISA Card means Cards issued with the license from VISA Card International.

 Merchant means any corporate entity, person or other establishment, supplying goods and/or services, with which a VISA Card member bank made arrangements to accept the Card as a mode of payment or reservation/booking by the Cardholder.

 Outstanding Balance in relation to any Card Account Statement means the outstanding balance in favour of ONE Bank as stated therein or where more than one outstanding balance is stated therein, the total of all the outstanding balances stated therein.

 PIN in relation to any Card means the Personal Identification Number assigned by ONE Bank to that Card which will be used for accessing Cardholder means the persons to whom the Primary Card is issued and for whom the Card Account is first opened by the Bank.

 Supplementaryl Additional Cardholder means the person (other than the Principal Cardholder) to whom a Card is issued on the application or request of the Principal Cardholder whether alone or jointly with such person.

 Minimum Amount Due is the percentage of the Current Balance or the minimum amount specified in the Card Account Statement, which if paid by the Payment Due Date will avoid any late payment charges.

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

 Company means when used in relation to a Cardholder is the sole proprietor and (III) Firm of which such Cardholder is a Partner.

- 2. ABOUT The CARD
 a) The "ONE BANK VISA Credit Card" is the property of ONE Bank at all times. It is non-transferable and will be used exclusively by the
- Cardholder.

 On receipt of the Card, the Cardholder shall sign with a ball-point pen on the reverse of "ONE BANK VISA Credit Card" in the space provided for, as per his/her signature appearing in the application form for "ONE BANK VISA Credit Card" membership. In case the unsigned Card is los/stololen /misused, Cardholder will be liable for all charges incurred on it.

 The Bank reserves the right to seize/cancel the card so issued to any Cardholder, if found at a later date, the information submitted by the Cardholder is false and/or the card is being misused.
- the Cardholder is false and/or the card is being misused. Upon termination of membership of "ONE BANK VISA Credit Card" for any reason whatsoever, the card shall be returned to the ONE Bank Card Services within 7 (seven) days from the date of receipt of notice thereto, against a proper receipt and notwithstanding such termination the Cardholder shall remain liable to pay all dues to the Bank arising out of and in connection with issue and utilization of the Cards for the period from its/fibri rissue/renewal fills surrender.

 The Bank reserves the right to renew the membership entirely at its own discretion and can refuse the same without assigning any
- eason whatsoever
- reason whatsoever.

 The Bank reserves the right to withdraw the privileges attached to the "ONE BANK VISA Credit Card" at any time and to call upon the Cardholder(s) to surrender the Card(s) to the Bank without assigning any reason whatsoever.

 Use of the Card after notice of windrawal of the privileges is fraudulent and may subject the Cardholder(s) to legal action by the Bank.

 The Cardholders shall pay all costs of collection of dueslegal expenses and due amounts with interest, should it become necessary to refer the matter to any agency or to legal resource to enforce payment.

 Unless otherwise renewed, this agreement and the Card issued under this will expire on the expiry date mentioned on the Card.

- 3. FACILITIES THAT CAN BE AVAILED WITH ONE BANK VISA Credit CARD:

- The Card can be used for
 a) Making payments to against purchase of goods and / or services from the facilities displaying acceptability of VISA Card
 b) Availing Cash Advances from ONE Bank Branches and from ATMs displaying VISA Card Logo.

4. CREDIT LIMIT:
ONE Bank may sanction any credit limit, i.e. the maximum of credit available to the Cardholder which can be accessed at any one time, for the facilities under Condition 3 hereof and may terminate or modify or vary such facilities or credit limit without notice. Unless the credit limit is imposed in relation to each Card Account, the imposed credit limit is the limit applicable to the aggregate of the balances due to ONE Bank on all card Accounts of the Principal Cardholder and all Supplementary Cardholders. The limit imposed for Cash Advances shall be part of the credit limit timposed. Notwithstanding, any credit limit that may be sanctioned by ONE Bank in its absolute discretion authorize and allow any Card Transaction even though the credit limit would be or hasbeen exceeded or refuse to make or approve any Cash Advance or authorize or approve any Card Transaction notwithstanding that the credit limit is not exceeded. The credit limit shall be notified in writing to the Cardholder.

5 LOSS OF CARD OR DISCLOSURE OF PIN-

- The Cardhold in SILCUSURE OF PINE:

 The Cardhold is shall not disclose or cause to be disclosed to any person the PIN assigned to the Card. Immediately upon learning that the Card is lost or stolen or the PIN is disclosed, the Cardholder shall report it to ONE Bank by phone followed by written confirmation containing cardholder's, signature of the said loss. The cardholder shall, at the request of ONE Bank, furnish ONE Bank with a statutory declaration in such a form as ONE Bank may require Police GD copy and/or any other information the lost or stolen card is found or recovered, the cardholder shall not make use of the card but shall immediately cut it into halves and return the same
- to ONE Bank.

 Nowlithstanding the loss or theft of any Card or disclosure of the PIN in respect of any Card, ONE Bank may charge and debit the Card
 Account the amount of each and every Card Transaction made or effected before written confirmation by the Cardholder of such loss, theft
 or disclosure is received by ONE Bank. Replacement of Card may be made to the Cardholder on payment of required charges in this regard.

6. CHARGES TO CARD ACCOUNT

ONE Bank may charge and debit the Card Account the amount of each and every Card Transaction made or effected, whether by the Cardholder or any other person with or without the Cardholder's knowledge or authorit y notwithstanding that the balance due to ONE Bank on the Card Account may as a consequence of any such charge or debit exceeding any credit limit that may be sanctioned. For existing Fees and Service Charges, the cardholder may contact Card Services of ONE Bank Limited or any Branch of ONE Bank.

7. CASH ADVANCE FEE

ASH AUVANCE FEE
The Cardholder may obtain Cash Advances unto the stipulated maximum percentage of the Credit Limit, as decided from time to time.

In respect of each Cash Advance made through the use of any Card and or the PIN, ONE Bank shall charge and debit the Card

Account a fee at the prevailing rate. ONE Bank may change the rate from time to time.

- a) The Cardholder agrees to pay the Bank upon the request of the Bank an annual fee as prescribed by the Bank for the Card when issued or renewed and an annual fee prescribed by the Bank for each Supplementary Card when issued or renewed.

 b) 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 shell incur no financial charge; (excluding thr Cash Advance) if the payment of the Current Balance is received by the Bank on to refore the Payment Due Date.

 c) The Cardholder may choose not to settle the Current Balance in full, in which case the Cardholder must pay at least Minimum Amount Due on or before the Payment Due date. If the current balance is less than Minimum Amount Due then the Current balance becomes fully an advanced if the Minimum Amount Due than the Current balance becomes fully the Cardholder must pay at least Minimum Amount Due than the Current balance becomes fully an advanced if the Minimum Amount Due is less than Minimum Amount Due then the Current balance are called the Minimum Amount Due than the Current balance are called the Minimum Amount Due than the Current balance are called the Minimum Amount Due than the Current balance are called the Minimum Amount Due than the Current balance are called the Minimum Amount Due than the Current balance are called the Minimum Amount Due than the Current balance are called the Minimum Amount Due than the Current balance are called the Minimum Amount Due than the Current balance are called the Minimum Amount Due than the Current balance are called the Minimum Amount Due than the Current balance are called the Minimum Amount Due than the Current balance are called the Minimum Amount Due than the Current balance are called the Minimum Amount Due than the Current balance are called the Minimum Amount Due than the Current balance are called the Minimum Amount Due than t on or before the Payment Due date. If the current balance is less than Minimum Amburt Due then the Current balance becomes turly due. However, if the Minimum Amburt Due is not paid by the Payment Due Date or only partly paid, then the unpaid ambunt will be added to the next statement's Minimum Ambunt Due.
- If the Cardholder fails to pay the Minimum Amount Due by the Payment Due Date, a flat Late Payment Charge as prevailing from time
- If the Cardholder pays to the Bank an amount less than the Current Balance by the Payment Due Date or no payment is made or in the Carlondord pays to the balk an amount reas ratio are current obtained by the rayment to be called to he payment is made to payment is made but after the Payment Due Date, a finance charge calculated on average daily basis will be applied to the Current Balance and new Card Transactions until any payments are credited to the Card account and thereafter on the reduced balance.

 The Bank shall be entitled at its sole discretion to change the rate or method of calculation of the annual fees, handling charges,
- The Bank shall be entitled at its sole discretion to change the rate or method of calculation of the annual tees, handling changes, additional charges, finance charges, the specified Minimum Amount Due and/or late payment charges or any other charges. A replacement Card. Additional charges as prescribed by the Bank with the Cardholder to the Bank in the Bank to sue a Replacement Card. Additional charges as prescribed by the Bank are payable by the Cardholder to the Bank in mediately upon the request to the Bank for the provision of copies of sales voucher/Cash Advance Slip and any further services the Bank may provide from time to time. Bank may charge fees for any returned unpaid cheques drawn by the Cardholder in full or partial payment of the outstanding amount. At least the aggregate of the minimum payment(s) specified in the Card Account Statement must be paid. Any payment made by a Cardholder shall be applied in the following order: Any over limit amount > Any overdue amount > Cash Advances > Service Charges > Fees > Purchases.

9. OTHER CHARGES AND FEES

- ONE Bank may charge and debit the Card Account relating to any Card for the following a) An annual service fee for the issue or renewal of the Card at such rate as ONE Bank may prescribe from time to time without notice.
 b) For any Cheque of Bankers D'ard trawn to the order of ONE Bank by Cardholder not honoured for the full amount thereon, ONE Bank may
- collect Service Charge for each Cheque so dishonoured or returned
 An administrative fee as ONE Bank decide from time to time without notice for the replacement of the Card or for the provision of any
 records, statements, sales slips, or redit vouchers or other documents relating to the use of the Card or Card Account and copies thereof
 at the request of any cardholder.

A charge for each travel/airline or hotel reservation made through the use of the Card which is subsequently canceled or not taken up and such charge shall be at the rate prescribed by the Merchant with or through whom the reservation was made or at such rate as prescribed from time to time without notice; and

10. TERMINATION OF USE OF CARD AND CARD ACCOUNT

- IERMINATION OF USE OF CARD AND CARD ACCOUNT

 ONE Bank reserves the absolute right and discretion to terminate use of Card and Card Account or seize/cancel the Card so issued or revoke Card Accountificant at any time without prior notice and without assigning any reason whatsoever.

 A Cardholder may terminate by giving written notice thereof. Such termination shall be effective only upon receipt of such Card or Cards by ONE Bank and square-up of all liabilities and dues, if any.

 In the event that Supplementary Cardholder terminating his/her card, all cardholders including the Supplementary cardholder whose use of the card has been terminated shall be and shall continue lobe jointly and severally liable to the bank of all the liabilities and dues.

 Upon termination of the Card by ONE Bank the Cardholder shall return such Card to ONE Bank cut into halves and square up of all liabilities and dues.

11.LIABILITY OF PRINCIPAL AND SUPPLEMENTARY CARDHOLDER

- The Principal Cardholder shall be liable for and shall pay ONE Bank on demand the balance due to ONE Bank on each and all Card Accounts at any time including all charges effected or debited to any and all Card Accounts in accordance with this Agreement. Each Supplementary Cardholder shall be liable for and shall pay ONE Bank on demand the balance due to ONE Bank 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
- in accordance with this Agreement.

 The liability of the Principal Cardholder and each and all Supplementary Cardholders under any of the provisions of this Agreement shall be separate and any invalidity, unenforceability, release or discharge of the liability of the Principal Cardholder or any Supplementary Cardholder to ONE Bank. Company and Cardholder shall not affect or discharge the liability of the other Cardholder to ONE Bank.

 Company and Cardholder shall be jointly and severally liable to pay to ONE Bank the amount of any and all purchases charged to the Card Account as a result of the use of Card issued to the Cardholder and all other dues together with all annual, renewal and other fees.

12. EXCLUSIONS AND EXCEPTIONS

- ELUSIONS AND EXCEPTIONS

 ILE Bank shall not be responsible or liable to any and all Cardholders for any loss or damage incurred or suffered as a consequence of.

 Any act or omission of any Merchant howsoever caused including, without limitation, any refusal to honour or accept any Card or any statement or other communication made in connection therewith or any detect or deficiency in goods or services supplied but not limited to, the negligent act or omission of ONE Bank or its Agents or any VISA Card approved merchant entity or establishment. Cardholder will handle any claim or dispute.

 Cardholder will handle any claim or dispute.

 Any malfunction, defector error in any ATM, or other machines or system of authorization whether belonging to or operated by ONE

- Bank or otherwise.

 Bank and of forgery.

 Any damage to ar loss of or inability to retrieve any data or information that may be stored in any Card howsoever caused.

 Any undesired fraud and forgery by means of computer hacking or any means that causes for any burden to the Cardnolder,

 ONE Bank shall not be responsible for the delivery quality or performance of any goods or services paid for through the use of the Card hocum in respect of the payment made notwithstanding the non-delivery or non-performance of any address that the Card Account in respect of the payment made notwithstanding the non-delivery or non-performance of or any defect in those goods or services. All Cardholders shall resolve the problem in respect of such goods and services from the Merchant directly.

13. CONCLUSIVENESS OF DOCUMENTS AND CERTIFICATES

- ONE Bank shall be entitled to rely upon and to treat any document relating to any Card Transaction with the signature of any Cardholder as conclusive evidence of the fact that the Card Transaction as therein stated or recorded was authorized and properly made or effected
- by the Cardinologi.

 Each Card Account Statement shall state the Card Accounts in relation to the Card issued to the Principal Cardholder and each of the
- Each Card Account Statement shall salte the Card Account Shall not be required to send to any Supplementary Cardholder and ONE Bank shall not be required to send to any Supplementary Cardholder. Any Card Account Statement or any statement with respect to the Card Account of the Card issued to that Supplementary Cardholder. Any error or inaccuracy in any Card Account Statement shall be notified in writing to ONE Bank within 20 days from the date when such statement is received or deems to be received by the Principal Cardholder. Each Card Account Statement shall constitute conclusive evidence as against all Cardholders that every Card Transaction stated therein is effected by the Cardholder and every charge stated and every amount debited therein is valid and properly incurred or debited in the amount stated therein save for such error or inaccuracy which the cardholder had notified ONE Bank in writing within the time prescribed herein.

14. APPROPRIATION OF PAYMENTS

14. APPROPRIATION OF PAYMENTS
Any and all payments made or sent by the Principal Cardholder or any Supplementary Cardholder maybe applied and appropriated by ONE
Bank in such a manner and order and to such Card Account(s) (whether relating to the Card issued to that Cardholder or otherwise) as ONE
Bank may determine notwithstanding any specific appropriation by that Cardholder.

15. AMENDMENTS

13. AMENDMENTS

ONE Bank may at any time amend any of these terms and conditions by giving notice to the Principal Cardholder in the manner prescribed herein of such amendment (s) shall take effect on the date specified in such notice. If the Principal Cardhoder 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

Card Services of ONE Bank may disclose any information relating to any cardholder or the assets or liabilities of any cardholder for any card account or card transaction to ONE Bank authority or any regulatory body or any other person if ONE Bank considers it in its interest to do so.

17. SET-OFF AND CONSOLIDATION

17. SET-OFF AND CONSCILIATION

ONE Bank may at any time and without prior notice or on demand combine or consolidate any and all account(s) maintain

Cardholder with ONE Bank and or set-off or transfer any sum standing to the credit in any or all such account(s) in or towards the ceyment of any or all sums due to ONE Bank from that Cardholder on any Card Account or under this Agreement and the conferred shall be exercisable notwithstanding that: i) The use of the Card or the Card Account is not terminated, and/or ii) The bale favour of ONE Bank on the Card Account does not exceed the credit limit imposed on the Card Account. without prior notice or on demand combine or consolidate any and all account(s) maintained by any

18. DOCUMENTATION
ONE Bank will issue Card to the Cardholder on completion of all documentary formalities. Cardholder shall execute a set of Charge
Documents and provide other legal documents as per Credit Card Policy of ONE Bank in this connection.

- Interception of the content of the c
- attributed the description of the Loans, and season of the description of the day immediately following the date of dispatch, if sent by post/Courier Service; or

 i) On the day immediately following the date of dispatch, if sent by post/Courier Service; or

 ii) Immediately on dispatch if sent by facsimile transmission, notwithstanding that it is not received by the Cardholder or returned

- ii) Immediately on dispatch if sent by facsimile transmission, notwithstanding that it is not received by the Caronorder or returned undelivered.

 Any Card Account Statement or notice relating to any amendment to this Agreement dispatched to the Principal Cardholder shall be deemed to have been dispatched and received the same.

 The use of any Card is also subject to other terms and conditions governing the use of other facilities or benefits, which may from time to time be made available. Cash withdrawals from any account with ONE Bank is hall be subject to the terms and conditions of ONE Bank. Any leniency or delay by ONE Bank is veracing in griph, power or remedy shall not be deemed to be a waiver or a partial waiver of such right, power or remedy unless such rights, powers or remedies are specifically waived by ONE Bank in writing. Any Charge Slip or Transaction Information Document signed by the Cardholder shall be the conclusive proof of the charges recorded therein as incurred by the Cardholder himself.

 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 ONE Bank will not provide any copy of the charge slip or impose arrangement charge for such collection if requested by Cardholder.

 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.

 The Cardholder is responsible for return immediately all Card Application Form earlier made for issuance of the Card.

 The Cardholder is responsible for return immediately all Cards, seved to them, to ONE Bank will provide any one of the Card Application Form earlier made for issuance of the Card.

 The Cardholder is responsible for return immediately all Cards, seved to them, to ONE Bank upon request where ONE Bank believes that they have a good reason to ask the Card to be returned.

- The Cardholder and ONE Bank shall be unconditionally agreeable to submit to the jurisdiction of the Court of the Country in respect of all disputes arising out of this Agreement.

 This Agreement shall be construed according to the Laws applicable in Bangladesh and these Terms and Laws applicable in Bangladesh will govern Conditions set down in the Agreement. All Cardholders submit themselves to the non-exclusive jurisdiction of the Courts of the Govt. of the People's Republic of Bangladesh.

I/we do hereby declare that I/we am/are not a loan defaulter with any Bank/Financial Institutions.

| Applicant's Signature | | | | | | | | |
|-----------------------|---|---|---|---|---|---|---|---|
| Date: | d | d | m | m | У | У | У | У |