

Terms & Conditions for Saadiq Credit Cards

1. Definitions

Annual Fee means the fixed fee which is payable by the Cardmember to the Bank on an annual basis in consideration of continued use of the Card, at such amount as may be determined by the Bank from time to time.

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 and refers to the VISA or MasterCard Global ATM Network, or the affiliated networks thereof.

Bank means Standard Chartered Bank (Pakistan) Limited, a banking company incorporated under the laws of Pakistan and having its registered office at I.I. Chundrigar Road, Karachi

Card means, as appropriate, Standard Chartered MasterCard or Visa credit card issued by the Bank to the Cardmember and includes supplementary and replacement Cards.

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

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

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

Cash Advance means any amount obtained by the Cardmember and/or Supplementary Cardmember by use of the Card, Supplementary Card, PIN or TIN from the Bank or any other bank or financial institution or ATM displaying the MasterCard or VISA logo.

Cash Advance Fee means a fixed fee for each transaction of Cash Advance as specified by the Bank from time to time.

Charges means the amount of all and any purchases charged and all amounts payable by the Cardmember and as applicable, Supplementary Cardmember, arising from the issue or use of the Card and/or all and any purchases charged by use of the Card, Supplementary Card, the PIN or the TIN and includes, without limitation, all Card Transactions and costs and disbursements in connection therewith.

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

Current Balance means the total balance outstanding on the Card Account and Service Account according to the Bank's records on the date the Statement of Account is issued including all Charges, fees and Liabilities.

Expiry Date means the last day of the month in the year of expiry specified by the Bank and printed on the face of the Card.

Group Member means any company, including Standard Chartered plc, Standard Chartered Bank and the Bank, which is part of the Standard Chartered Group, being the group of companies whose ultimate parent company is Standard Chartered plc.

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

Maintenance Fee is the monthly maintenance fixed fee at such amount as prescribed by the Bank from time to time arising from the continued usage of the Card and the benefits and privileges relating thereto, which is payable by the Cardmember every month. The bank will have right to waive the maintenance fee at its sole discretion. The fee will only be charged, and appear in the card statement, in the month the bank decides not to waive the maintenance fee.

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

Month means a calendar month.

Minimum Payment Amount means the aggregate of full amount of Maintenance Fee for the relevant Stated Period and 5% of the Current Balance (excluding Maintenance Fee

for the relevant Stated Period) or such other minimum payment amount that the Bank may specify in the applicable Statement of Account.

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

PIN means the Personal Identification Number issued to the Cardmember and the Supplementary Cardmember (if applicable) to enable Card use at an ATM and/or other authorized terminals, displaying MasterCard or VISA.

TIN means the Telephone Identification Number issued to the Cardmember and/or Supplementary Cardmember (if applicable) to authenticate, verify and enable the transactions or instructions on the phone.

Rupee means Pakistani Rupee for the purpose of these Terms and Conditions.

Schedule of Charges means the document prescribing maintenance fees, charges and other fees applicable including but not limited to the Cards, Card Transactions, Service Account and/or Card Account, issued by the Bank from time to time and revised half yearly and available at the Bank's branches and website. The Schedule of Charges, as revised from time to time, shall form a part of these Terms and Conditions.

Service Account means the non-interest and non-profit bearing account which is maintained by the Bank for the Cardmember, into which any amount of the Current Balance which is due and unpaid after the relevant Payment Date, is transferred from the Card Account.

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

Statement Period means the monthly or other periodic intervals indicated in the Statement of Account.

Supplementary Card means a credit card which is issued as a supplementary card to the Card.

Supplementary Cardmember means the person to whom the Supplementary Card has been issued by the Bank, at the request of the Cardmember.

2. Collection / Activation of the Card

The Card may be collected by the Cardmember or couriered to the Cardmember at the discretion of the Bank (pursuant to such conditions as are or may be specified by the Bank).

- 2.1 The Card must be signed by the Cardmember and/or Supplementary Cardmember(s) immediately on receipt thereof in the space provided for signature.
- 2.2 In addition to card activation over the phone, the Bank may in its sole discretion require the Cardmember and/or Supplementary Cardmember, upon receiving the Card, to communicate agreement to activation thereof in writing by signing and returning the attached slip.

3. Restriction in Use of the Card/Cardmember Particulars

- 3.1 The Card is not transferable and no person other than Cardmember (or any duly authorized Supplementary Cardmember) is permitted (and the Cardmember will not permit any other person) to use the Card for Charges and / or Card Transactions or for identification or for any other purpose. The Cardmember will not use the Card before or after the Validity or Expiry Date.
- 3.2 The Cardmember shall be exclusively liable for all fees, Charges and Liabilities (including the charges and liabilities of Supplementary Cardmembers) and any other costs and expenses and it is agreed that the Card may only be used by the Cardmember (or any approved Supplementary Cardmember):
 - a) For Card Transaction authorized by the Bank
 - b) To obtain the facilities, benefits and services made available by the Bank or any Merchant from time to time, and
 - c) Within the Credit Limit permitted by the Bank unless the Bank's prior approval is obtained.
- 3.3 Notwithstanding that the Cardmember's Credit Limit has not been exhausted, the Bank in its absolute discretion shall have the right, any time and without notice and without giving any reason and without liability to the Cardmember, the Supplementary Cardmember or any other party, to withdraw or restrict the Cardmember's or Supplementary Cardmember's right to use the Card or to refuse to authorize any Card Transaction.
- 3.4 The Cardmember and Supplementary Cardmember shall respectively notify the Bank of any change or imminent change in any particulars stated in the Card application form or other information provided to the Bank (including any name change) and respectively agree to provide any other information or particulars if requested by the Bank at any time.
- 3.5 Neither the Cardmember nor the Supplementary Cardmember shall use the Card or the Supplementary Card or allow any third party to use the Card or the Supplementary Card for any purpose or transaction prohibited by law which shall include without limitation gambling and wagers and the Bank in its sole discretion may decline such transactions which shall without limitation include transactions carried out through the internet or in any other manner.

- 3.6 The Bank shall have the right to refuse to authorize any Card transaction assigning any reason thereof. Further the Bank shall be entitled to stop providing services and facilities to the Cardmember in any city or country for whatever reasons if it deems appropriate to do so. It shall be the Cardmember's responsibility to inform the Bank prior to undertaking any foreign travel to check whether the Bank is providing card services in the particular city or country where Cardmember or Supplementary Cardmember intends to visit or use the Card or the Supplementary Card.
- 3.7 Certain purchases of goods or services, such as alcohol, dealing in pork and pork related products, gambling, pornography or other illegal activities, are prohibited under the principles of the Islamic Shariah. It is the Cardmember's responsibility to ensure that the Card is utilized for Card Transactions which are not contrary, offensive or repugnant to the principles of the Islamic Shariah. Neither the Cardmember nor the Supplementary Cardmember shall use the Card or the Supplementary Card or allow any third party to use the Card or the Supplementary Card for any purpose or transaction prohibited by law or Islamic Shariah and the Bank in its sole discretion may decline such transactions which shall without limitation include transactions carried out through the internet or in any other manner and in such event, the Bank shall be entitled to suspend or terminate the Card.
- 3.8 Balance transfer facility can be availed only once in the entire lifetime of the Card. The Cardmember undertakes that the transfer of balance on the Card is to abide by the principles of Islamic Shariah.

4. The Card Account

- 4.1 The Bank shall debit to the Card Account all Charges and Liabilities and any other costs or expenses incurred by the Bank for the account of the Cardmember and Supplementary Cardmember and all loss or damage incurred or sustained by the Bank arising from or relating to the issue or use of the Card (or any indemnity herein or otherwise given) or a breach of these Terms and Conditions by the Cardmember and/ or Supplementary Cardmember.
- 4.2 The Bank shall convert the amount of all non-US Dollar Charges (excluding any Rupee Charges) incurred or arising out of Card Transactions to US Dollars at the rate of exchange applied by the Bank or international card scheme for such purpose in accordance with the applicable rules or business practice of the Bank, and the Cardmember and Supplementary Cardmember waive any and all rights to dispute or question any rate of exchange so applied by the Bank.
- 4.3 The Bank shall convert the amount of all original and/or converted US Dollar Charges (i.e. non-US Dollar charges converted into US Dollar Charges under clause 4.2) arising out of or relating to Card Transactions and Charges of the Cardmember and Supplementary Cardmember into Pakistani Rupees at the on-going rate of exchange specified for such purpose in accordance with the applicable rules of the

Bank or, in the absence thereof, in accordance with the usual business practice of the Bank.

- 4.4 The Cardmember shall be exclusively liable to pay all amounts debited to the Card Account by the Bank (as more particularly specified in Clause 8).
- 4.5 The Cardmember hereby irrevocably authorizes and empowers the Bank to open such Rupee and foreign currency account(s) as the Bank may deem appropriate and the Cardmember agrees, with respect to any Rupee and/or foreign currency account opened by the Bank on his or her behalf, that:
 - 4.5.1 The Cardmember will, upon receipt of the Statement of Account, deposit such initial account opening foreign currency balance as may be prescribed by the Bank from time to time.
 - 4.5.2 No cheque books will be issued in respect thereof and the Cardmember will not be entitled to withdrawals of any credit balance therein but any such credit balance (except to the extent of the initial account opening deposit referred to in Clause 6) will be applied to offset Cardmember outstanding during subsequent billing periods.
 - 4.5.3 No profit or return of any type will be paid, or accrue upon, any credit balances maintained in the Rupee and foreign currency account at any time.
 - 4.5.4 The Bank may at any time in its discretion discharge its entire liability with respect to any such account by mailing to the Cardmember at the address on file, its draft in the currency of the account(s) without recourse to the Bank as drawer and payable to the order of the Cardmember in the amount of the existing credit balance in the account(s) deducting there from the amounts of any claims that the Bank may have on such funds.
 - 4.5.5 All amounts standing to the credit of the foreign currency account (less any sums owing to the Bank) are payable solely at the Bank in Pakistan, and shall be governed by and subject to laws in effect from time to time in Pakistan. As used herein "laws" include circulars, notifications, regulations and orders of the State Bank of Pakistan.
 - 4.5.6 All the Account(s) opened by the Cardmember shall be governed by the terms hereof.
- 4.6 The Cardmember hereby irrevocably authorizes the Bank to effect debit to the Rupee Card Account of the Cardmember maintained with the Bank in order to purchase foreign currency notes or other allowed instruments on behalf of the Cardmember to effect remittance, or to instruct money exchanger to effect such remittances on behalf of the Cardmember against payment of equivalent Rupee debited from Cardmembers account together with all applicable costs, as allowed by State Bank of Pakistan, for settlement of the foreign currency dues/outstanding balance of the Cardmember. In this regard the Cardmember irrevocably authorizes the Bank to purchase or instruct to purchase foreign currency (instruments/cash) from the authorized money changers or equivalent currency exchange instruments as allowed by law and accordingly debit the relevant local currency account of the Cardmember (at the sole risk, cost and expense of the Cardmember) in order to recover all outstanding Rupee and Non-Rupee Charges and liabilities and all costs

and expenses incurred in connection therewith. The Cardmember also irrevocably authorizes the Bank to debit his Rupee account for a handling fee, which the Bank deems appropriate and may impose from time to time for such foreign currency handling.

5. Payment

- 5.1 The Bank may levy fees and charges on Cardmembers from time to time as per the amounts notified either through the Schedule of Charges which is available at all the Bank's branches or by the Bank giving the Cardmember due written notice of the same. The Cardmember agrees to immediately pay all such charges as and when applicable and further agrees not to dispute/ challenge the levy of such charges by the Bank on the Card from time to time.
- 5.2 The Bank shall every month send a Statement of Account to the Cardmember. If the Cardmember does not receive the Statement of Account for any Statement Period, he should notify the Bank and request a copy of the Statement of Account for the particular Statement Period. Non receipt of Statement of Account shall not be construed by the Cardmember to be sufficient reason for non payment of dues in time. All applicable Charges, fees and Liabilities and other costs and expenses payable under these Terms and Conditions shall continue to accrue.
- 5.3 All entries in the Statement of Account shall be presumed correct unless the Cardmember disputes such entries within seven (7) days from the date of Statement of Account and proves such entry to be incorrect. If the disputed Card Transaction turns out to be genuine, the Cardmember shall pay the amount set out in the relevant Card Transaction together with any fees incurred by the Bank in the investigation of such disputed Card Transaction. Without prejudice to the foregoing, the Cardmember shall immediately report to the Bank if it suspects any fraudulent, illegal or suspicious activity with regard to the Card and the Bank shall, upon receipt of such report, be entitled to temporarily suspend the usage of the Card until further notification to the Cardmember.
- 5.4 The Cardmember agrees to pay the total amount of the Current Balance described in the Statement of Account which is due in full and payable not later than the Payment Date.
- 5.5 The Cardmember may choose not to settle the Current Balance in full, in which case the Cardmember must pay the Minimum Payment Amount no later than the Payment Date. If the Current Balance is less than the Minimum Payment Amount, then the entire Current Balance shall become fully due. However, if the Minimum Payment Amount is not paid by the Payment Date or only partly paid, then the unpaid amount will be added to the next Statement of Account's Minimum Payment Amount.
- 5.6 Any portion of the Current Balance remaining unpaid as at the Payment Date, shall, on the working day immediately following each Payment Date or at such later time

as may be determined by the Bank in its sole discretion, be automatically transferred to the Service Account. The outstanding amount remaining in the Service Account at the end of each applicable Statement Period shall be taken into account in the calculation, and shall form part of the Current Balance payable by the Cardmember in the next subsequent Payment Date and shall be reflected in the next Statement of Account accordingly.

- 5.7 If the Cardmember fails to pay the Minimum Payment Amount by the Payment Date, Then on demand from the Bank the Cardmember hereby irrevocably undertakes to pay Late payment charges as defined in the Bank's Schedule of Charges. The late payment charges shall be paid to charity on behalf of the Customer in accordance with the guidelines of the Shariah Advisor of the Bank. If the Bank deems appropriate it can approach competent courts for award of solatium on the basis of direct and indirect costs incurred from the late payments.
- 5.8 In consideration of the continued usage of the Card, the Supplementary Card and the benefits and privileges relating thereto, the Cardmember shall, on each Payment Due Date, pay to the Bank a Maintenance Fee. However, the bank will have right to waive the maintenance fee at its sole discretion. The fee will only be charged, and appear in the card statement, in the month the bank decides not to waive the maintenance fee.
- 5.9 In the event the Cardmember exceeds the Credit Limit without the Bank's prior written approval, the Cardmember will pay, on demand such unauthorized excess over the Credit Limit, a fixed Excess/Over Credit Limit Fee together with any costs and expenses in relation thereto (as mentioned in the Schedule of Charges).
- 5.10 All payments to be made by the Cardmember shall be in Rupees. Accordingly for non-Rupee Charges payable by the Cardmember, the Cardmember hereby irrevocably authorizes the Bank to effect debit to the foreign currency account of the Cardmember maintained for this purpose with the Bank and to appropriate the proceeds therein and/or to take such further action whatsoever as the Bank deem appropriate or necessary to fund such account for and on behalf of the Cardmember by way of purchase or foreign currency from authorized money changers and/ or Foreign Exchange Bearer Certificates and or equivalent currency exchange instruments as allowed by law and accordingly debit the relevant local currency account of the Cardmember opened pursuant to Clause 4.5 or otherwise (at the sole risk cost and expense of the Cardmember) in order to recover all outstanding non-Rupee Charges and Liabilities and all costs and expenses incurred in connection therewith. In the event the Government of Pakistan declines to permit continued convertibility of Rupee currency through the services of authorized money changers by way of Foreign Exchange Bearer Certificates at any time, the Cardmember agrees to make payment to the Bank in Rupees of all non-Rupee Charges converted at such rate of exchange as the Bank shall specify for this purpose.

- 5.11 The Bank shall charge the Cardmember and debit to the Card Account Cheque Return Charges as specified in the Schedule of Charges or as the Bank may specify from time to time by way of notice to the Cardmember, if any cheque or other payment order issued by the Cardmember or Supplementary Cardmember or any other party to the Bank in order to make payments for current or other Statement of Account is not honored for payment for any reason whatsoever. However, payment of Cheque Return Charges shall not discharge the Cardmember from the liability under the law for dishonor of the cheque(s) issued by him/her.
- 5.12 All payments received by the Bank from the Cardmember may be applied in and towards payment of unpaid fees, Cash Advances, Charges, Liabilities and other costs and expenses in previous or current Statement of Account in such order of priority as the Bank may deem fit.
- 5.13 The Bank's right against the Cardmember shall not be determined, affected or prejudiced by, and all amounts payable to the Bank, actual or contingent, shall immediately become due or payable upon the death, insolvency or insanity of the Cardmember and/or Supplementary Cardmember, and the Cardmember and/or Supplementary Cardmember shall immediately cease to be valid, and their heirs, executors, receivers, etc., shall return to the Bank all Cards cut into half and make full payment as required to the Bank.
- 5.14 The Bank shall be entitled at its absolute discretion, to demand return of the Card and/or immediate payment of all amounts outstanding under the Card Account and Service Account at any time without giving any reason or notice and without any liability to the Bank.
- 5.15 The Bank shall only credit the Card Account with a refund in respect of a Transaction in accordance with its usual practice if and when the Bank receives such refund in Pakistan.
- 5.16 In the event of an attachment order over the Cardmember's assets being issued, insolvency or death, or upon demand by the Bank or any reason whatsoever, or in the case of breach of these conditions, the Cardmember shall settle his/her debit balances immediately. This commitment shall bind heirs and successors without any objection or challenge.
- 5.17 In the event payment for purchase of a foreign airline ticket is made through Card or the Supplementary Card the amount billed by the airline is treated as a foreign currency transaction. The transaction amount, billed by the airline in foreign currency, will be subject to all applicable rules and procedures of the Bank for conversion of foreign currency into Rupees, based on the on-going exchange rate being used by the Bank at the time of the conversion.
- 5.18 The Bank may obtain an authorization from Cardmembers, for collecting payments for the outstanding amounts (Minimum Payment Amount or Current Balance) vide a standing instruction/auto-debit declaration.

6. Cash Advance

- 6.1 If the Bank so approves, the Cardmember may use the Card to obtain Cash Advance up to the maximum cash advance limit decided by the Bank, from time to time, at the counters of the banks and financial institutions offering such services or ATMs.
- 6.2 The Bank shall charge Cash Advance Fee on each Cash Advance as fixed fee specified in the Schedule of Charges or as notified by the Bank to the Cardmember in addition to the cash advance fee levied by other banks or financial institution or ATM's which offer such services by accepting the Card.

7. Security

- 7.1 The Cardmember hereby hypothecates to the Bank as continuing security for any and all Charges and Liabilities and other amounts outstanding and payable by the Cardmember to the Bank thereunder all present and future movable assets and household goods owned by the Cardmember including, without limitation, all consumer durables and household furniture and fittings of every type and description, household and office appliances, equipment such as Air conditioner, TV, VCR, Refrigerator, Computers, Cars, Vehicles, Cash, Shares and other valuables etc. (hypothecated property) and the Cardmember further agrees that the Bank or any representative or agent thereof has the right without further notice to enter the premises of the Cardmember, in the event of non-payment by the Cardmember of any and all Charges and/or Liabilities and/or amounts payable to the Bank pursuant to these Terms and Conditions, and possess the hypothecated property and, without any further notice to the Cardmember, to effect sale of the same by private agreement or public auction, for such amount or amounts and at such price or prices as the Bank, in its sole discretion, shall deem satisfactory. The Cardmember agrees to pay to the Bank all the cost and expenses incurred in connection with the enforcement of hypothecation and shall be liable to the Bank for the balance if the proceeds of sale will be deficient to satisfy the entire dues of the Bank. The Cardmember hereby indemnifies the Bank from any and all losses, claims and damages arising out of or in connection with any Bank repossession and/or sale of the hypothecated property.
- 7.2 The Cardmember hereby assumes full liabilities as principal debtor for all amounts due and payable to the Bank by the Supplementary Cardmember including every and all types of Charges and Liabilities and all other costs and expenses payable by the Supplementary Cardmember to the Bank.
- 7.3 The Cardmember authorizes the Bank to act on the verbal instructions communicated to an authorized representative of the Bank over the telephone. The Bank reserves the absolute right to verify the identity of the Cardmember over the telephone. The Cardmember will be liable for any and all transactions made after the standard verification by the Bank's authorized representative. The Cardmember also agrees that his entire telephone conversation with the Authorized representative may be recorded at the discretion of the Bank for any particular purpose.

8. Supplementary Card

- 8.1 The Bank may issue a Supplementary Card to a person(s) nominated by the Cardmember and approved by the Bank. If a Supplementary Card is issued to the

Supplementary Cardmember, the Cardmember shall be exclusively liable to the Bank as principal debtor for all Charges and Liabilities and other costs and expenses incurred or payable by the Basic Cardmember and/or the Supplementary Cardmember. The Credit Limit assigned to the Cardmember is inclusive of the Credit Limit of the Supplementary Cardmember, and the Cardmember and the Supplementary Cardmember shall not permit the total of the Charges incurred under or through their respective Cards to exceed the said Credit Limit.

- 8.2 Any payment made by the Cardmember to the Bank shall be allocated towards reduction of the outstanding balance in the Card Account and the Service Account in accordance with Clause 5.12 but the Cardmember shall continue to remain liable for any outstanding post-payment outstanding balance, if any, in the Card Account and the Service Account.

9. PIN

- 9.1 The Bank may issue a PIN to the Cardmember and/or Supplementary Cardmember for use at any Bank counter or ATM, which will accept the Card. The Cardmember agrees that:

- a) The PIN may be sent by post and/ or in any other way at the discretion of the bank to the Cardmember and/ or Supplementary Cardmember at his/ her risk.
- b) The Cardmember and/ or Supplementary Cardmember understand and agree that he/ she shall not disclose the PIN to any person and shall take every reasonable precaution to prevent disclosure of the PIN to any person;
- c) The Cardmember/ Supplementary Cardmember shall not in any manner handover the Card to a third person/ party.

10. TIN

- 10.1 At the request of the Cardmember and/ or otherwise at the discretion of the Bank, The Bank may issue a TIN to the Cardmember and/ or Supplementary Cardmember which may be substituted by the Cardmember. The Cardmember fully agrees that:

- a) The TIN may be sent by post to the Cardmember and/ or Supplementary Cardmember or through any other means as the Bank may consider appropriate at the Cardmember and/ or Supplementary Cardmember's his/ her risk.
- b) The security of TIN is complete responsibility of the Cardmember and Supplementary Cardmember and the Cardmember and/ or Supplementary Cardmember shall not knowingly and/ or unknowingly disclose the TIN to any person and shall take all precaution to prevent disclosure of the TIN to any person in any way; and the Cardmember/ Supplementary Cardmember shall not in any manner handover the Card to a third person/ party. If the Card is lost or stolen or the TIN is disclosed or known to any third party what so ever manner, or the Card is handed over by the Cardmember to a third person, the Cardmember shall immediately notify the said loss, theft or disclosure with all material particulars including Card numbers, and/ or TIN to the Bank and shall require the Bank to close/ block such Card account and keep proper proof of the same for future references.

- c) Subject to clause 11.2 the Cardmember shall be fully liable to the Bank for all Card transactions made with the TIN whether with or without the knowledge of the Cardmember and/ or Supplementary Cardmember. It is further clarified that the Bank shall not be responsible/ held liable for any unauthorized charges incurred before such notification is made to the Bank as provided herein.
- 10.2 The Bank has no obligation for establishing/ verifying the identity/ authority of any person or determining the validity of any transaction as long as where the person giving such instructions purportedly in the Cardmember's and/ or Supplementary Cardmember's name provides the Bank with the TIN and the Bank shall not be liable for any acts done in pursuance of such telephonic instructions, regardless of the circumstances prevailing at the time of such instructions, the nature of the agreement and banking agreement. Cardmember hereby agrees to indemnify and release the Bank from any and all liability and agrees not to make any claim against the Bank or bring any action against the Bank for honoring or allowing any actions or transactions where the person giving such instruction provides the TIN assigned to the Cardmember and/ or Supplementary Cardmember online transactions. Cardmember hereby agrees to reimburse the Bank for any losses it suffers or any damages, injuries, costs or expenses it incurs, including attorney's fees, as a result of the Bank's honoring or allowing transactions on the account where the TIN was used.
- 11. Loss of Card/Disclosure of PIN or TIN**
- 11.1 If the Card is lost or stolen or the PIN/TIN is disclosed or known to any third party, the Cardmember and/ or Supplementary Cardmember shall immediately notify the said loss, theft or disclosure with all material particulars including Card numbers and/ or PIN/ TIN to the Bank. Within three days of such notification to the Bank, the Cardmember shall send to the Bank a written confirmation of the loss, theft or disclosure together with such particulars thereof, including copy of relevant police report, as may be required by the Bank.
- 11.2 The Cardmember agrees that the Bank has the right to recover all authorized charges, Card Transactions and/ or Cash Advances prior to reporting the loss or theft of Card or disclosure of PIN/TIN, provided, however, that the Cardmember is not liable for any authorized Card Transaction made subsequent to reporting of such loss, theft or disclosure of PIN/ TIN if there is due notification by the Cardmember of such loss, theft or disclosure to the Bank as specified herein above on the condition that such loss, theft or disclosure is not due to the negligence or default of the Cardmember and/ or the Supplementary Cardmember and the terms of Clauses 11.1 and 11.3 have been satisfied by the Cardmember.
- 11.3 Any lost or stolen Card subsequently recovered by the Cardmember shall immediately be returned to the Bank without further use. The Cardmember shall not use the PIN/ TIN after reporting any third party disclosure thereof to the Bank.
- 11.4 The Bank may in its absolute discretion, issue a replacement Card for any lost or stolen Card on these Terms and Conditions or such other terms and conditions as the Bank may deem fit.

11.5 If the Card or any Supplementary Card is misused by a person who acquired possession of it with the Cardmember's consent, the limit will not apply and the Cardmember will be liable for all losses (including any withdrawal made without the authority of the Cardmember or of the Supplementary Cardmember) until the Cardmember reports that the Card is lost or stolen.

12. Termination

- 12.1 The Cardmember may at any time, inform the Bank of his/ her intention to close the Card Account and to terminate the use of all Cards by giving prior notice in writing and returning all Cards cut into half to the Bank. The Card Account shall be closed only after the receipt by the Bank of all Cards cut into half and after full payment to the Bank of all Charges and Liabilities and all costs and expenses in relation to the Card Account and the Service Account.
- 12.2 The Cardmember may at any time terminate the use of any Supplementary Card by giving notice in writing and returning the relevant Supplementary Card cut into half to the Bank. In such event, the Cardmember shall continue to remain liable to the Bank for all Charges and Liabilities and all other costs and expenses in relation thereto in accordance with these Terms and Conditions, except for the Charges and Liabilities incurred by the Cardmember and other Supplementary Cardmember (if any) after the Bank's receipt of the cut Supplementary Card.
- 12.3 All Cards issued to or collected by the Cardmember or any Supplementary Cardmember remain the property of the Bank at all times. The Bank may at any time, recall and cancel all or any Card(s) without assigning any reason, with or without giving any prior notice to the Cardmember or Supplementary Cardmember. The Cardmember and the Supplementary Cardmember shall immediately after such recall and cancellation, return such Card(s) cut in half to the Bank and make full payment of all Charges and Liabilities and all other costs and expenses in relation thereto to the Bank.
- 12.4 The Bank may, at any time recall or cancel all or any Card(s) with or without giving any prior notice to the Card member and the Supplementary Cardmember.
- 12.5 Without prejudice to Clause 12.4, the Cardmember hereby expressly agrees that if any sums shall be due from the Cardmember to the Bank at any time under the Card Account and the Service Account, or the Cardmember shall be liable to the Bank on any banking account or any other account, current or otherwise, in any manner or if default is made by the Cardmember in the provisions of such accounts or in any other banking facilities granted by the Bank to the Cardmember, then and in such event, the whole outstanding balance on the Cardmember's account shall become immediately due and payable. Upon the occurrence of any of the events mentioned in this clause, the Bank shall be entitled to institute all legal and necessary other action to enforce its rights under these Terms and Conditions and the Security in order to recover such sums which are due and unpaid from the Cardmember.
- 12.6 If the use of all or any Card(s) is terminated under Clause 12.1 through Clause 12.5, all charges and liabilities of the Cardmember and/ or Supplementary Cardmember whether actual or contingent shall become immediately due and payable to the Bank.

12.7 The Cardmember and the Supplementary Cardmembers shall immediately, after such recall, termination or cancellation, return such Card(s) cut in to half to the Bank and make full payment of all charges and liabilities and all other costs and expenses in relation thereto to the Bank.

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

13. Exemption: Exclusion

13.1 The Bank is not liable for any loss or damage how-so-ever incurred or suffered by the Cardmember or Supplementary Cardmember by reason of the Bank or a Merchant or any ATM or other party refusing to allow a Transaction or accept the Card or the Card numbers of the Cardmember, the PIN or to extend or provide Cash Advance up to the Credit limit, the Bank's failure and/ or delay in carrying out any instructions communicated to the Bank under online transaction facility on the phone using the TIN or at all, the TIN and / or in connection with carrying out or failure or delay in carrying out any of the Cardmember's instruction under these Terms and Conditions

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

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

13.4 The Bank is not liable /responsible in respect of any issues /complaints /demands /claims / loss and /or damage related to /in collection with all or any benefits /services /rewards offered to the Cardmember by the Bank on behalf of and based on the representations made by the Co-partner of the Bank in any Co Brand Credit Card arrangement that the Bank may have entered into and which is being offered by the Bank to the Cardmember.

13.5 The Cardmember and the Supplementary Cardmember hereby confirm that the Charges and Card Transactions executed and paid pursuant to these Terms and Conditions are and will continue to be in accordance with all applicable laws, regulations, rules,

circulars, and directives as may be amended from time to time governing the use of credit cards for the time being in force in Pakistan and further hereby indemnify the Bank from any fines, losses, and/ or damages incurred or suffered by the Bank in the event of contravention of such laws, regulations, rules, circulars and/ or directives by the Cardmember and/ or Supplementary Cardmember at any time.

14. Variation of Terms

- 14.1 The Bank may from time to time and at any time change any of these Terms and Conditions including, without limitation the terms of payment, charges and fees, imposition of new additional charges and fees, and shall accordingly notify the Cardmember by inclusion in the Statement of Account or otherwise. Such changes shall be effective from any date specified by the Bank for such modification or if contained in the Statement of Account, from the date of the Statement of Account.
- 14.2 Retention by the Cardmember of the Card after the Cardmember's receipt of any changes in these Terms and Conditions pursuant to Clause 14.1 shall constitute notice of the Cardmember's acceptance of such amended Terms and Conditions without reservation. In the event of Cardmember non-acceptance of such Terms and Conditions as amended, the Cardmember must terminate the use of the Card in accordance with Clause 12.1 and 12.2 within seven (7) days of the date of notification of such changes by the Bank.

15. Disclosure

- 15.1 While the Bank maintains strict confidentiality in all matters relating to the Cardmember's account(s) and business, the Cardmember hereby authorize the Bank (and/ or any of it's officers/ employees) to disclose any information concerning the Cardmember/ supplementary Cardmember relating to his/ her business, accounts held with the Bank or another Group Member, or his/ her relationship with the Bank or another Group Member to any of the following:
- (a) any office or branch of the Bank, or any Group Member;
 - (b) any agent, contractor or third party service provider, or any professional adviser to the Bank or any Group Member;
 - (c) any of Cardmember or Supplementary Cardmember's guarantor or third party security provider;
 - (d) any regulatory, supervisory, governmental or quasi-governmental authority with jurisdiction over the Bank or any Group member;
 - (e) any person to whom the Bank or any Group Member is required or authorized by law or court order to make such disclosure;
 - (f) any of the Bank's actual or potential participant or sub-participant in, assignee, novatee or transferee of, the Bank's rights and/ or obligations in relation to the Card;
 - (g) any other person under a duty of confidentiality to the Bank or Group Member;
 - (h) any bank or financial institution with which Cardmember or Supplementary Cardmember have or propose to have dealings.
- regardless of whether such recipient in each case is located in Pakistan or in another country (except India) that does not offer the same level of data protection as

Pakistan, and regardless of whether such information will, following disclosure, be held, processed, used or disclosed by such recipient in Pakistan or another country (except India).

- 15.2 The Bank will ensure that parties to whom Cardmember's and Supplementary Cardmember's details are transferred treat such information securely and confidentially. The Bank and the Standard Chartered Group will retain Cardmember's and Supplementary Cardmember's information as long as there is a business need to hold the information or as required by legal, regulatory, or accounting requirements or to protect the Bank and the Standard Chartered Group's interests. Under the laws of some territories (including the United Kingdom), the Cardmember may have the right to access information held about the Cardmember in those territories. The Cardmember understands that for the purpose of the United Kingdom Data Protection Act, the 'data controller' for the Cardmember's personal information is Standard Chartered Bank.
- 15.3 The Cardmember's and/or Supplementary Cardmember's information may be used to:
- (a) provide and operate any service or product the Cardmember/ Supplementary Cardmember require;
 - (b) facilitate the provision of any service or product to a third party for whom the Cardmember and/or Supplementary Cardmember act as guarantor or security provider;
 - (c) update and enhance the Cardmember's/ Supplementary Cardmember's records with the Bank or any Group Member;
 - (d) understand the Cardmember's and/or Supplementary Cardmember's financial needs, to advise the Cardmember and/or Supplementary Cardmember of other products and services which may be of interest to the Cardmember/ Supplementary Cardmember, for any purpose required by law or regulation including fraud prevention;
 - (e) monitor Bank's compliance with legal and regulatory requirements and with the Bank and the Standard Chartered Group's internal policy requirements; and support the Bank's and the Standard Chartered Group's business, financial and risk monitoring, planning and decision making.

16. Notices

- 16.1 All Cards, PINs, TINs, notices, Statements of Account, demands or any other communications under these Terms and Conditions (here in after collectively called "Communications") may be delivered personally or by courier or be sent by ordinary post to the last known billing or other address of the Cardmember and such Communications shall be deemed to have been served on the Cardmember on the day of delivery, if delivered by hand and on the next business day after posting, if sent by courier or by ordinary post and/ or otherwise as provided hereunder. All Communications under these Terms and Conditions sent to the Cardmember shall be deemed to be Communications sent also to the Supplementary Cardmember.

16.2 Any notice to be given by the Cardmember to the Bank under these Terms and Conditions shall be given by registered post/ courier/ by hand with acknowledgment due

17. Indemnity

- 17.1 The Cardmember undertakes and agrees to indemnify the Bank and hold it harmless against any loss, damage, liability, cost and expense, whether legal or otherwise, which the Bank may incur by reason of these Terms and Conditions or any breach thereof or the enforcement of the Bank's rights as herein provided (including any loss incurred or suffered by the Bank in the event of any governmental restrictions imposed on payment by the Cardmember in foreign currency by way of cash or through Foreign Exchange Bearer Certificates or otherwise). Accordingly, all costs and expenses, including legal costs and disbursements of every expense incurred by the Bank in enforcing or seeking to enforce or applying these Terms and Conditions or otherwise, shall be debited to the Card Account and Service Account and shall be paid as Liabilities by the Cardmember.
- 17.2 (a) In consideration of the Bank agreeing to act on the Cardmembers oral instruction specified through the Bank in respect of such facilities as maybe offered by the bank from time to time the Cardmember on behalf of himself/ herself (including his/ her heirs and successors) in title and assigns thereof, hereby agrees and undertakes to indemnify the bank and hold the Bank harmless against losses, costs, damages, claims, actions, proceedings, demands and expenses that may be suffered, incurred or sustained by the Bank as a result thereof.
- 17.2 (b) The Cardmember confirms that any oral instructions given to him/ her in respect of Bank's banking services maybe tape recorded and monitored by the Bank and the same maybe produced as evidence in a court of law in case of any disputes between the Bank and Cardmember.
- 17.2 (c) The Cardmember further undertakes not to deny the genuineness of any such oral instructions, and agrees that the Bank may suspend any action or ignore any such instructions, if the Bank is in its absolute discretion deems fit.
- 17.2 (d) The Cardmember agrees that the Bank may debit any of the Cardmember's and or / Supplementary Card members accounts with the Bank for all costs, charges, or other amounts, which may be incurred as a consequence of, the provision by the Bank to the Cardmember of any of Bank's Phone Banking services facilities.
- 17.3 The Cardmember agrees not to hold the Bank responsible for any delay or delays in the delivery of the Card. Further, the Cardmember specifically agrees that any notice sent by the Bank to the last notified/ known address of the Cardmember (if it does not specifically provide for the Cardmembers response) if not responded to within 7 days of the date of the notice will be construed as an implied consent from the Cardmember in respect of the contents of the notice and shall not be challenged/ disputed by the Cardmember unless a response is received by the Bank in writing within the time frame provided above.
- 17.4 The Cardmember agrees not to hold the Bank responsible in any manner whatsoever for providing through the Banks's underwriter (by way of implied consent) any insurance scheme/ coverage in respect of the Card from time to time or charging the

VISA and MasterCard foreign currency transaction settlement fee/ charges as applicable from time to time charged by VISA and MasterCard and recovered through the Cardmember.

18. Right of set-off

- 18.1 The Bank may at any time and without notice or liability in any way to the Cardmember or Supplementary Cardmember combine or consolidate any one or all accounts of the Cardmember and/or Supplementary Cardmember with the Bank or any Affiliate or Subsidiary (whether current or deposit or of any other nature in whatever currency and whether in Pakistan or elsewhere) and/ or set-off or apply any money standing to the credit of any one or all of such account's in or towards satisfaction of the outstanding balance of the Card Account. Where such combination consolidation and/ or set-off requires the conversion of one currency into another, the Bank shall be entitled to effect such conversion at the on-going rate of exchange on the day of such combination, consolidation and/ or set-off as the Bank may apply in accordance with the Bank's usual practice in such connection and all exchange risks, losses, premiums, commissions and other Bank charges shall be borne by the Cardmember.
- 18.2 The Bank's right against the Cardmember and/ or Supplementary Cardmember shall not be determined, affected, or prejudiced by, and all amounts payable to the Bank, actual or contingent or joint or several, shall immediately become due and payable upon the death of the Cardmember and/ or Supplementary Cardmember.
- 18.3 The Bank's right to set-off and all transactions authorized by the Cardmember and/ or Supplementary Cardmember before their death shall continue to subsist till the Bank is informed in writing about such death. Upon receiving this information the Card and Card Account will be blocked for new transactions after receiving this notice.
- 18.4 The Bank will not be obliged to allow any operation or withdrawal except on the production of a Succession Certificate or other Court Order, from a court of competent jurisdiction. The legal heirs will be notified of a debt balance and should agree to the required adjustments before release of the funds in their favor by the Bank.

19. Waiver

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

20. Full Force and Effects

These Terms and Conditions shall remain in full force and effect until the Bank acknowledges receipt of all Cards cut in half and full payment of all Cardmember and

Supplementary Cardmember Charges and Liabilities and other costs and expenses relating thereto.

21. Severance

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

22. Taxes & Other Government Levies/ Duties

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

23. Assignments/ Transfer of Interest

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

24. Renewal of card

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

25. Governing law

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

26. Waiver of Interest

The parties recognise and agree that the payment of interest is repugnant to the principles of Shariah and accordingly, to the extent that the governing law would impose whether by contract or by statute any obligation to pay interest, the parties hereby irrevocably, unconditionally and expressly waive and reject any entitlement to recover interest from each other.