

TERMS AND CONDITIONS GOVERNING USE OF MEGA CREDIT CARD SERVICES

Definitions

- a. "The Bank" means Mega Bank Nepal Limited operating through its branches/units and includes its representatives, assigns, successors and/or agents.
- b. "Card" or "Credit Card" means applicable credit card issued by Mega Bank Nepal Limited to a cardholder and includes supplementary and/or replacement cards.
- c. "Scheme" means payment agencies such as master card Worldwide Inc. or Visa Worldwide Inc., their assigns and successors; and the associated payment card network where Mega Bank Nepal Limited is a Participating Bank licensed to issue cards with their brand marks.
- d. "Participating Bank" means any bank duly incorporated in the scheme's card network and licensed by the scheme to issue cards using the brand marks of the scheme and/or accept cards as mode of payments through its merchant establishments.
- e. "Card Account" means the 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 Cardholder and Supplementary Cardholders, 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.
- f. "Cardholder" means the original person including any Supplementary Cardholder who is issued a Card and for whom the card Account is first opened by the Bank.
- g. "PIN" means the Personal Identification Number, a secret code generated from the system and assigned for a particular Cardholder and Supplementary Cardholder (if applicable) to enable card use at an ATM and/or other authorized terminals, displaying the scheme logo.
- h. "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 Schemes global ATM Network, or the affiliated networks thereof.
- i. "Card Transaction" means any cash advance or the amount charged by the Bank or by any Merchant for any goods, services, benefits, or reservation obtained by the use of the Card or the card number or the PIN or in any other manner by the Cardholder and/or Supplementary Cardholder, including without limitation, mail, internet, facsimile orders or reservation authorized or suspected to have been authorized or made by the Cardholder and/or Supplementary Cardholder, regardless of whether a sales or Cash Advance or other voucher or form is signed by the Cardholder.
- j. "Cash Advance" means any amount provided to the Cardholder and/or Supplementary Cardholder by the Bank or participating Bank or ATM displaying the scheme logo and whether in cash or other form of payment.
- k. "Charges" means the amount of all and any purchases charged and all amounts payable by the Cardholder and as applicable, Supplementary Cardholder, arising from the issue or use of the Card and/or all and any purchases charged by use of the Cardholder or the PIN and includes, without limitation, all card transactions and costs of disbursements in connection therewith. All the charges shall remain updated in Mega Standard Charges as per Nepal Rastra Bank instructions.

- l. "Credit Limit" means the maximum usable amount permitted by the Bank in the Card Account and notified to the Cardholder from time to time. The total outstanding including all transactions, fees and charges should not exceed this limit. "Cash Limit" means the maximum Cash Advance Limit assigned to the Cardholder. The limit is lower than the Credit Limit and is a subset of overall credit limit. The credit and cash limits will vary for each Cardholder and will be disclosed in the monthly statement sent to the Cardholder.
- m. "Current Balance" means the total balance outstanding on the card account according to the Bank's records on the date the Statement of Account is issued including all charges and liabilities.
- n. "Statement of Account" means the Bank's monthly or other periodic statement of account sent to the Cardholder showing particulars of the Current Balance incurred by and/or for the account of the Cardholder and any Supplementary Cardholder and payable to the Bank, unless a manifested error is countered in the statement, the same shall construe full and final for all purpose.
- o. "Expiry Date" means the month and the year of expiry specified by the Bank and printed on the face of the card.
- p. "Merchant" means any retail and service outlets that have entered into a written agreement with any Participating Bank to accept credit cards for the payment or reservation of goods and services.
- q. "Liabilities" means any or all amounts payable whatsoever by the Cardholder 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 interest charges, minimum payment fees, late payment fees, over limit 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 prevented payment of foreign currency charges of the Cardholder and/or Supplementary Cardholder 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.
- r. "Month" means calendar month as per Gregorian (English) Calendar.
- s. "Minimum Payment Amount" means either certain percentage of the outstanding balance selected by the Cardholder from available range or minimum payment amount that the Bank may specify in the applicable Statement of Account. The Bank shall withdraw the minimum or partial payment option whichever is less in the event of non-payment or default of partial payments by the cardholder within the payment due dates as stipulated in the statement of account.
- t. "Payment Due Date" means the date specified in the Statement of Account by which payment of the Current Balance or at least the Minimum Payment Amount is to be made to the Bank by the Cardholder.
- u. "Rupee" means Nepalese Rupee & "Dollar" means US Dollar for the purpose of these Conditions of Use.
- v. "Schedule of Charges" means the document prescribing Services Fees & Charges and other fees applicable including but not limited to the cards, card transactions and/or card account, issued

by the Bank from time to time and revised and available at the Bank's office and website. The Schedule of Charges shall form an integral part of these Terms and Conditions.

- w. "Service Fee" means fee as determined by the Bank and prescribed in the Schedule of Charges and payable by the Cardholder on the outstanding liabilities and other amounts in relation to the card account. The Bank may unilaterally change the fee structure from time to time and publication of such change through press or its website at its convenience and shall construe dissemination of information to the Cardholder.
- x. "Statement of Account" means the Bank's monthly or other periodic statement of account sent to the Cardholder showing particulars of the Current Balance incurred by and/or for the account of the Cardholder and any Supplementary Cardholder and payable to the Bank, and unless otherwise mentioned in the statement, the same shall construe full and final for all purpose.
- y. "Supplementary Cardholder" means the person to whom the supplementary card has been issued by the Bank, at the request of the Cardholder.

Collection/Activation

- a. Once the application for issuance of a card or supplementary card is accepted by the Bank, the Card may be collected by the Cardholder. The Card must be signed by the Cardholder and/or Supplementary Cardholder(s) immediately on receipt thereof in the space provided for signature at the reverse of the card.
- b. In addition to Card activation over the phone, the Bank in its sole discretion may require the Cardholder and/or Supplementary Cardholder, upon receiving the Card to communicate agreement to activation thereof in writing by signing and returning the card delivery slip.

Restriction in Use of the Card/Cardholder Particulars

- a. The Card is not transferable and no person other than Cardholder (or in case of supplementary card any duly authorized Supplementary Cardholder) is permitted (and the Cardholder will not permit any other person) to use the Card for Charges and/or Transactions or for identification or for any other purpose. The Cardholder will not use the Card before or after the Validity or Expiry Date.
- b. The Cardholder shall be exclusively liable for all Charges and Liabilities including the charges and liabilities of Supplementary Cardholders and any other costs and expenses and it is agreed that the Card may only be used by the Cardholder or any approved Supplementary Cardholder for transactions authorized by the Bank to obtain the facilities, benefits and services made available by the Bank or any Merchant from time to time, and Within the Credit Limit permitted by the Bank unless the Bank's prior approval is obtained.
- c. Notwithstanding that the Cardholder'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 Cardholder, the Supplementary Cardholder or any other party, to withdraw or restrict the Cardholder's or Supplementary Cardholder's right to use the Card or to refuse to authorize any transaction made by the use of the Card.
- d. The Cardholder and Supplementary Cardholder 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 and respectively agrees to provide any other information or particulars if requested by the Bank; at any time.

- e. Neither the Cardholder nor the Supplementary Cardholder shall either 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 like Gambling, pornography, drugs etc. prohibited by prevailing laws.
- f. 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 Cardholder in any city or country for whatever reasons if it deems appropriate to do so. It shall be the Cardholder'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 Cardholder/Supplementary Cardholder intends to visit or use the card.
- g. 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 Cardholder and Supplementary Cardholder 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 Conditions of Use by the Cardholder and/or Supplementary Cardholder.
- h. The Bank shall convert the amount of all non-US Dollar Charges incurred or arising out of Card Transactions to US Dollars at the rate of exchange applied by the Bank in case of International cards with the applicable rules or business practice of the Bank.
- i. The Cardholder hereby irrevocably authorizes the Bank to effect debit to the nominated Bank Account of the Cardholder maintained with the Bank for any liability arisen out of card uses or non-payments of dues.
- j. The following charges may be levied on Card members from time to time as per rates notified either through the Schedule of Charges which is available at the Bank's office, its website or by the Bank giving the Card member due written notice of the same. The Card member 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. i) Joining Fee ii) Annual Fee iii) Supplementary Card Management Fee iv) Service Fee (Retail and Cash) v) Cash Advance Fee vi) Late Payment Fee vii) Cheque Return Charges viii) Auto Debit Reversal fee ix) Interest charge x) Penal Interest Charge xi) Over Limit Fee xii) Document Retrieval Charges/Dispute handling fees xiii) Statement of Card account on special request for period earlier than 6 months xiv) Card Replacement Fee xv) Card Reissuance Fee xvi) PIN reissuance Fee xvii) Visa/mastercard /UPI charge on all foreign currency transactions including but not limited to Cross Border fees xviii) Visa/mastercard/UPI arbitration charges for disputed Transactions xix) Installment Processing Fee xx) Installment Pre-Payment Charges xxi) E-commerce registration and re-registration Fee xxii) E-commerce transaction Fee xxiii) Fund Transfer fee xxiv) Transaction and/or Dues Alert Fees xxv) Payment made through e-sewa service.
- k. In addition to the above, the Bank may from time to time as it deems fit in its absolute discretion; impose additional fees, charges etc. in the manner said here-in-above.
- l. The Bank shall every month send a Statement of Account to the Cardholder and the Cardholder shall pay at least the Minimum Payment Amount stated therein within the Payment Due Date. In the event that the Bank is unable to send it eStatement of Account for any reason, the obligations of the Cardholder under these Conditions of Use to the Bank shall not cease and all applicable Charges, Fees and Liabilities and other costs and expenses payable under these Conditions of Use shall continue to accrue and for the purpose of calculation and establishment

of the date on which the payment is due, the Bank may select a date each month as the Payment Due Date.

- m. If the Cardholder effects full payment of the Current Balance outstanding in the Card Account on or before the Payment Due Date inclusive of any Service Fee and other fees for Cash Advances payable for the period covered by the relevant Statement of Account, the Bank will not levy/impose any interest charges.
- n. If the Cardholder effects payment of any amount less than the Current Balance, then outstanding on or before the applicable Payment Due Date, the Cardholder agrees to pay a Service Fee of an amount prescribed in Schedule of Charges or as the Bank may specify from time to time by way of notice to the Cardholder on the Balance then outstanding in the Card Account until the amount paid in full, as detailed in the Statement of Account to which such payment relates.
- o. If the Cardholder fails to effect payment of at least the Minimum Payment Amount on or before the applicable Payment Due Date, in addition to outstanding amounts then due and payable, the Cardholder agrees to make Late Payment Fee of an amount prescribed in Schedule of Charges or as the Bank may specify from time to time by way of a notice to the Cardholder. This will be in addition to all other charges applicable.
- p. If the Cardholder fails to pay the Minimum Payment Amount in any previous Statement of Account within the Payment Due Date stated therein, then and without prejudice to the Bank's rights and remedies, the Cardholder shall pay to the Bank, in addition to paying the applicable Minimum Payment Amount for the Current Statement of Account, all arrears in the Minimum Payment Amount payable for earlier periods, and all delayed payments, Cash Advance or other fees relating thereto and all other applicable costs and expenses within the Payment Due Date specified in the Current Statement of Account.
- q. In the event the Cardholder exceeds the Credit Limit without the Bank's prior written approval, the Cardholder will pay, on demand such unauthorized excess over the Credit Limit together with any costs and expenses in relation there to.
- r. All payments received by the Bank from the Cardholder can 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.
- s. The Bank's right against the Cardholder 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 Cardholder and/or Supplementary Cardholder, and the Cardholder and/or Supplementary Cardholder shall immediately cease to be valid, and their heirs, executors, receivers, etc., shall return to the Bank all Cards and make full payment as required to the Bank.
- t. The Bank shall be entitled at its absolute discretion, to demand return of the Card and/or immediate payment of all amounts outstanding under the Card Account at any time if Bank feels unlawful/unauthorized transaction in the card account.
- u. 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.
- v. In the event of an attachment order over the Cardholders assets being issued, insolvency or death, or upon demand by the Bank or any reason whatsoever, or in the case of breach of

cardholder ship agreement, the Cardholder shall settle his/her debit balances immediately. This commitment shall bind heirs and successors without any objection or challenge.

- w. The Bank may obtain an affirmation from Cardholders, for collecting payments for the outstanding amounts (minimum or current balance) vide a standing instruction/auto-debit declaration.
- x. If the Bank so approves, the Cardholder may use the Card to obtain Cash Advance up to the maximum cash advance limit decided by the Bank from time to time, at participating Bank counters or ATMs.
- y. The Bank shall charge interest on each Cash Advance from the date of each Cash Advance until the date of full payment at the rate specified in the Schedule of Charges or as notified by the Bank to the Cardholder.
- z. In addition, the Cardholder shall also be liable to pay Cash Advance fee per transaction as provided in the Schedule of Charges or as notified by the Bank to the Cardholder in addition to the ATM Access fee levied by other participating Banks or financial institution or ATMs which accept the Bank Card.
- aa. Cardholder accepts to any changes regarding usage and limits as regulated by the Central Bank.

Security (Applicable to the cardholders enjoying credit card facility)

- a. The Cardholder hereby hypothecates to the Bank as continuing security for any and all Charges and Liabilities and other amounts outstanding and payable by the Cardholder to the Bank hereunder all present and future household goods owned by the Cardholder 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, Record Players, Refrigerator, Computers, Cars, Vehicles, Cash, Shares and other valuables etc. (hypothecated property), in the event of non-payment by the Cardholder of any and all Charges and/or Liabilities and/or amounts payable to the Bank pursuant to these Conditions, the Bank is entitled to repossess the hypothecated property and to effect sale of the same by private agreement or public auction, for such amount or amounts and such price or prices as the Bank, in its sole discretion.
- b. The Cardholder 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 Cardholder 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.
- c. The Cardholder hereby assumes full liabilities as principal debtor for all amounts due and payable to the Bank by the Supplementary Cardholder including every and all types of Charges and Liabilities and all other costs and expenses payable by the Supplementary Cardholder to the Bank.
- d. The Cardholder authorizes the Bank but the Bank is not bound 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 Cardholder over the telephone. The Cardholder will be liable for any and all transactions made after the standard verification by the Bank's authorized representative. The Cardholder also agrees that his/her the entire telephone

conversation with the authorized representative may be recorded at the discretion of the Bank for any particular purpose.

Supplementary Card

- a. The Bank may issue a Supplementary Card to a person(s) nominated by the Cardholder and approved by the Bank as Supplementary Cardholders thereof.
- b. If a Card is issued to the Supplementary Cardholder, the Cardholder 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 Cardholder and/or the Supplementary Cardholder.
- c. The Credit Limit assigned to the Cardholder is inclusive of the Credit Limit of the Supplementary Cardholder, and the Cardholder and the Supplementary Cardholder shall not permit the total of the Charges incurred under or through their respective Card Accounts to exceed the said Credit Limit.

Personal Identification Number (PIN)

- a. The Bank shall issue a PIN to the Cardholder and/or Supplementary Cardholder for use at any Bank counter, ATM or POS.
- b. The Cardholder and/or Supplementary Cardholder understands and agrees that s/he shall not disclose the PIN to any person and shall take every reasonable precaution to prevent disclosure of the PIN to any person. The Cardholder/Supplementary Cardholder shall not in any manner handover the Card to a third person/party. If the Card is lost or stolen or the PIN is disclosed or known to any third party in whatsoever manner, or the Card is handed over by the Cardholder to a third person, the Cardholder shall immediately notify the said loss, theft or disclosure with all material particulars including Card numbers, 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. The Cardholder shall be fully liable to the Bank for all Card Transactions made with the PIN whether with or without the knowledge of the Cardholder.
- d. If the Card or any Supplementary Card is misused by a person who acquired possession of it with or without the Cardholder's consent, the Cardholder shall be liable for all losses (including any withdrawal made without the authority of the Cardholder or of the Supplementary Cardholder) until the Cardholder reports that the Card is lost or stolen or otherwise used in an unauthorized manner.

Termination

- a. The Cardholder may at any time in writing inform the Bank of his/her intention to close the Card Account, and to terminate the use of Card by returning all Cards to the Bank. The Card Account shall be closed by the Bank only after the receipt of all Cards and after full payment of all Charges and Liabilities and all costs and expenses in relation to the Card Account.
- b. The Cardholder may at any time terminate the use of any supplementary card by giving notice in writing and returning the relevant Supplementary Card to the Bank. In such event, the Cardholder shall continue to remain liable to the Bank for all
- c. Charges and Liabilities and all other costs and expenses in relation thereto in accordance with these Conditions of Use, except for the Charges and Liabilities incurred by the Cardholder and other Supplementary Cardholder (if any) after the Bank's receipt of the Supplementary Card.

- d. All Cards issued to or collected by the Cardholder or any Supplementary Cardholder remains 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 Cardholder or Supplementary Cardholder.
- e. The Cardholder and the Supplementary Cardholder shall immediately after such recall and cancellation, return such Card(s) to the Bank. In this event Cardholder shall be liable for actual or contingent due immediately and make full payment of all Charges and Liabilities and all other costs and expenses in relation thereto to the Bank.

Exemption/Exclusion

- a. The Bank is not liable for any loss or damage howsoever incurred or suffered by the Cardholder or Supplementary Cardholder by reason of the Bank or a Merchant or any ATM or other party refusing to allow a Transaction or accept the Card or card numbers of the Cardholder the PIN or to extend or provide Cash Advance up to the Credit limit; or the Cardholders failure and/or delay in carrying out any instructions communicated to the Bank under online/offline transaction facility with carrying out or failure or delay in carrying out any of the Cardholders instruction under these terms and conditions.
- b. 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.
- c. In the event of any dispute between the Cardholder and the Bank or any Merchant or any other person the Cardholder'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 Cardholder may have against such Merchant or other person.
- d. The Bank is not liable in any way to the Cardholder or Supplementary Cardholder 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 communication system or facilities or data processing system or transmission link or due to or from any industrial or other dispute or any other thing or cause beyond the control of the Bank.
- e. The Bank is not liable in respect of any issues/complaints/demands/claims/loss and/or damage related to/in connection with all or any benefits/services/rewards offered to the Cardholder 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 Cardholder.
- f. The Cardholder and the Supplementary Cardholder hereby confirm that the Charges and Card Transactions paid and executed pursuant to these Conditions of Use are and will continue to be in accordance with all applicable laws, regulations, rules, circulars and directives for the time being in force in Nepal and as may be amended from time to time governing the use of Credit Cards 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 Cardholder and/or Supplementary Cardholder at any time.

Variation of Terms

- a. The Bank may from time to time and at any time change any of these Conditions of Use including, without limitation the terms of payment, percentage rates, charges and fees, and shall accordingly notify the Cardholder in the manner as deemed appropriate by the Bank from time to time. 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 whichever is earlier.
- b. Retention by the Cardholder of the Card after the Cardholder's receipt of any changes in these Conditions of Use pursuant to amendments shall constitute notice of the Cardholder's acceptance of such amended Conditions of Use without reservation. In the event of Cardholder's non-acceptance of such conditions of Use as amended, the Cardholder must immediately terminate the use of the Card in accordance with these terms and conditions; otherwise the changed Conditions of Use will continue to apply.

Disclosure

- a. While the Bank maintains strict confidentiality in all matters relating to the Cardholders account(s) and business, the Cardholder hereby authorizes the Bank (and/or any of its officers/employees) to disclose any information concerning the Cardholder/Supplementary Cardholder 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 following: any office or branch of the Bank, or any Group Member; any agent, contractor or third party service provider, or any professional adviser to the Bank or any Group Member.
- b. The Bank will ensure that parties, to whom Cardholder's/Supplementary Cardholder's details are transferred, treat such information securely and confidentially.
- c. The Bank will retain Cardholder's/Supplementary Cardholder'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.
- d. Further, the Cardholder/Supplementary Cardholder's information may be used to provide and operate any service or product the Cardholder/Supplementary Cardholder require; facilitate the provision of any service or product to a third party for whom the Cardholder/Supplementary Cardholder act as guarantor or security provider; update and enhance the Cardholder/supplementary Cardholder records with the Bank or any Group Member; understand the Cardholders/Supplementary Cardholders financial needs, to advise the Cardholder/Supplementary Cardholder of other products and services which may be of interest to the Cardholder/Supplementary Cardholder, for any purpose required by law or regulation including fraud prevention; Monitor Bank's compliance with legal and regulatory requirements and with the Bank.

Notices

All Cards, PINs, Notices, Statements of Account, demands or any other communications under these Conditions of Use (herein 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 Cardholder and such Communications shall be deemed to have been served on the Cardholder on the day of delivery, if delivered by hand and on the next 7 (seven) business days after posting even if the same is returned later on, if sent by courier or by ordinary post and/or otherwise provided hereunder. All

communications under these Conditions of Use sent to the Cardholder shall be deemed to be Communications sent also to the Supplementary Cardholder.

Indemnity

- a. The Cardholder 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 Conditions of Use 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 Cardholder 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 Conditions of Use or otherwise, shall be debited to the Card Account and shall be paid as Liabilities by the Cardholder.
- b. In consideration of the Bank agreeing to act on the Cardholders oral instruction specified through the Bank in respect of such facilities as maybe offered by the Bank from time to time the Cardholder 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.
- c. The Cardholder confirms that any oral instructions given to him/her in respect of Bank's banking services maybe 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 Cardholder.
- d. The Cardholder agrees not to hold the Bank responsible for any delay or delays in the delivery of the Card. Further, the Cardholder specifically agrees that any notice sent by the Bank to the last notified/known address of the Cardholder (if it does not specifically provide for the Cardholders response) if not responded to within 7 days of the date of the notice served will be construed as an implied consent from the Cardholder in respect of the contents of the notice and shall not be challenged/disputed by the Cardholder unless a response is received by the Bank in writing within the time frame provided above.
- e. The Cardholder agrees not to hold the Bank responsible in any manner whatsoever for providing through the Bank's charging the Visa /MasterCard /Others foreign currency transaction settlement fee/charges as applicable from time to time charged by Visa/master card /Others recovered through the Cardholder

Right of set-off

- a. The Bank may at any time and without notice or liability in any way to the Cardholder or Supplementary Cardholder combine or consolidate any one or all accounts of the Cardholder and/or Supplementary Cardholder with the Bank or any affiliate or Subsidiary (whether current or deposit or of any other nature in whatever currency and whether in Nepal or elsewhere) and/or set-off or apply any money standing to the credit of any one or all of such account in or towards satisfaction of the outstanding balance of the Card Account. Where such combination consolidation and/or set-off requires the conversion of one currency into another, the Bank shall be entitled to effect such conversion at such rate of exchange prevailing on the day of such combination, consolidation and/or set-off as the Bank may apply in accordance with the Bank's

usual practice in such connection and all exchange risks, losses, premiums, commissions and other Bank charges shall be borne by the Cardholder.

- b. The Bank's right against the Cardholder and/or Supplementary Cardholder 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 Cardholder and/or Supplementary Cardholder.
- c. The Bank's right to set-off all transactions authorized by the Cardholder and/or Supplementary Cardholder shall continue to subsist till the Bank is informed in writing about death of such Cardholder and/or Supplementary Cardholder in case of death.
- d. Upon receiving this information, the Credit Card and Credit Card account will be blocked and/or closed for new transactions except repayment of outstanding after receiving this notice.

Waiver

- a. The Bank may at any time waive either unconditionally or otherwise any of these Conditions of Use or any default or breach of the Cardholder 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 Conditions of Use 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.
- b. 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 Conditions of Use.

Full Force and Effects

These Conditions of Use shall remain in full force and effect until the Bank acknowledges receipt of all Cards and full payment of all Cardholder and Supplementary Cardholder Charges and Liabilities and other costs and expenses relating thereto.

Severance

If, at any time, any one or more of these Conditions of Use 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.

Taxes & Other Government Levies/Duties

The Cardholder and Supplementary Cardholder 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 Cardholder or any Supplementary Card holders as per prevailing laws.

Assignments/Transfer of Interest

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

Renewal of Card

The Bank may issue new Card(s) automatically unless instructed otherwise in writing by the Cardholder/Supplementary Cardholder one month in advance to the expiration of the card(s) and also that the Bank reserves the right not to reissue a Card or renew the Card. The Cardholder shall continue to remain bound by these conditions and any amendment thereto.

Governing Law

- a. These Conditions of Use are governed by and shall be construed in accordance with the Laws of Nepal and the Cardholder and Supplementary Cardholder hereby submit to the jurisdiction of the Courts established in Nepal.
- b. All card transaction is also governed by international laws stipulated by payment agencies (Visa/MasterCard/Others). Bank, Cardholder and Merchants are bound to follow the sets of transaction and dispute settlement rule stipulated by Visa and MasterCard.

Acceptance to the terms and conditions

- a. We confirm acceptance of above laid down terms and Conditions of Use.
- b. We hereby acknowledge your right to cancel Credit Cards at any time with or without prior notice to us. In the event of the Card(s) being cancelled by you, I/we undertake to pay you on demand all outstanding balances together with accrued interest and charges.
- c. I/We, in consideration of your providing of Credit Card services, hereby authorize you to publish public notice in any newspaper including publication of my/our photographs and to enlist my/our names in Negative List/CIC Blacklist in the event of default as per the terms and conditions laid herein.
- d. I hereby declare that all transactions to be made with my account will be as per prevailing laws. (Please check your application form. Processing will be delayed if you do not complete all related sections. Application will not be processed on non-receipt of any required documents.)