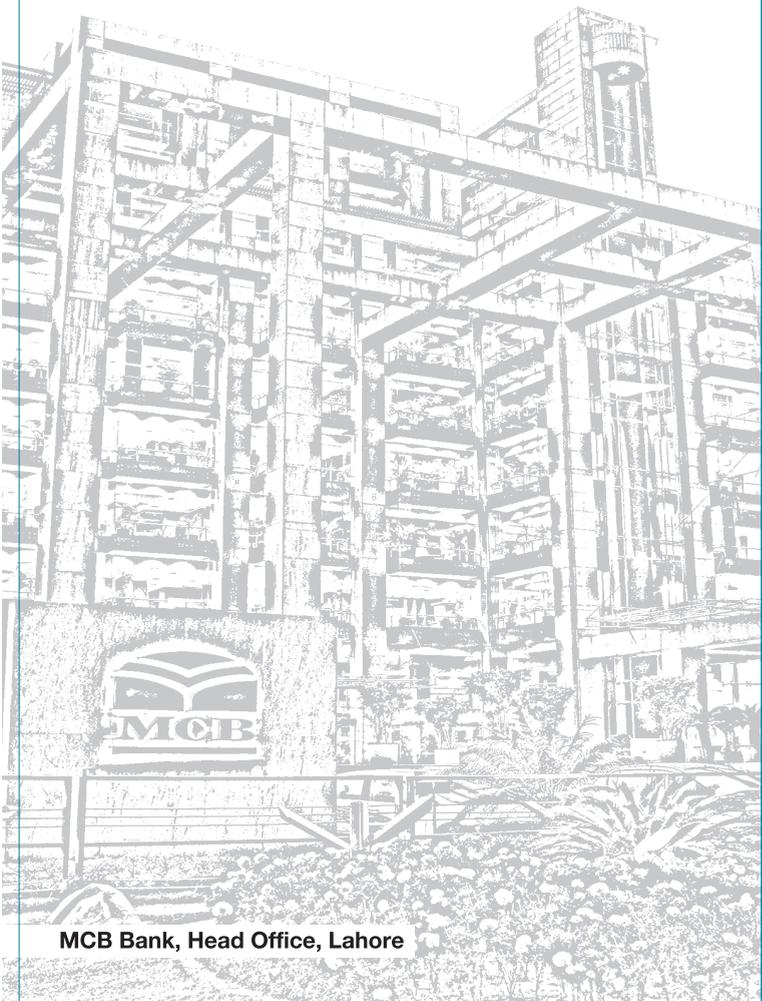


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- Over 6 million customers
- Over 1400 branches
- Over 1350 ATMs

MCB Visa Credit Card Terms & Conditions



MCB Bank, Head Office, Lahore



Terms & Conditions for the use of MCB Visa Credit Card

Definitions

"Application Instructions" means any request, instructions or application made by the Card Member through, including but not limited to, submission of an application on the format as prescribed by the Bank, facsimile message, telephone call, email, electronic message sent via cellular telephone and/or any other means of communication for issuance of the card and/or for any facility(ies)/service(s) offered by the Bank, including but not restricted to, Balance Transfer, availing instalment payments, payments to third parties or conducting/execution of any transaction in relation to the arrangements made hereunder.

"Association" means VISA Association and/or Master Card Association or both as the case may be.

"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/Master Global ATM Network, or the affiliated networks thereof.

"Authorized Signatory" means the Card Member.

"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.

"Balance Transfer" means the service provided by the Bank to the Card Member and/or the Supplementary Card Member to transfer to the Card Account his/her outstanding with any other bank.

"Bank" means MCB Bank Limited in Pakistan, being a banking company under the Laws of Islamic Republic of Pakistan, having registered office at MCB Building, F6/G6, Jinnah Avenue, Islamabad; and Principal Office at 15-D, Main Gulberg, Lahore; and includes its branches and offices carrying out business in Pakistan.

"Card" means the applicable MCB Bank VISA Chip issued by the Bank to the Card Member and includes supplementary and subsequently issued replacement Cards. Card Account means the MCB Bank VISA Chip 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 Card Member and Supplementary Card Members, if any, under these Terms and Conditions and includes, without limitation, all debits incurred resulting from any Cash Advance(s) and/or Charges and/or Liabilities arising out of, in connection with any Card Transaction or otherwise.

"Card Member" means the original person, excluding any Supplementary Card Member, who is issued a Card and for whom the Card Account is first opened by the Bank.

"Cash Advance" means any amount advanced to the Card Member and/or Supplementary Card Member by the Bank or Participating Bank or ATM displaying the scheme logo and whether in cash or other form of payment.

"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 or the Card numbers or the PIN or the TIN or in other manner by the Card Member and/or Supplementary Card Member, including without limitation, mail, facsimile orders or reservation authorized or purported to have been authorized or made by the Card Member and/or Supplementary Card Member, regardless of whether a sales or Cash Advance or other voucher or form is signed by the Card Member.

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

"Credit Limit" means the maximum outstanding balance permitted by the Bank in the Card Account and notified to the Card Member from time to time.

"Expiry Date" means the date of expiry specified by the Bank on the Card.

"Liabilities" means any or all amounts payable whatsoever by the Card Member 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 minimum payment fees, delayed payment 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 Card Member and/or Supplementary Card Member 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.

"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.

"Minimum Payment Amount" means either 5% of the outstanding balance or minimum payment amount that the Bank may specify in the applicable Statement of Account.

"Month" means calendar month.

"Participating Bank(s)" means any bank/financial institution which has or may, from time to time, enter into arrangements for accepting a Cash Advance or Card transaction.

"Payment Due 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. It is, however, clarified that the Bank's system does not support holidays due to sighting of moon; therefore, Payment Due Date may fall on such a holiday, for which the Bank shall not be liable.

"PIN" means the Personal Identification Number issued to the Card Member and the Supplementary Card Member (if applicable) to enable Card use at an ATM/POS and/or

other authorized terminals, displaying the scheme logo for a Cash Advance.

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

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

"Schedule of Charges" means the document prescribing service fee(s), charges and other fee(s) applicable to, including but not limited to, the Card Members and the said schedule is also available at the Bank branches and website of the Bank. The Schedule of Charges shall form a part of the Terms and Conditions and may be amended or modified by the Bank at its sole discretion.

"Service Fee" means fee as determined by the Bank and prescribed in the Schedule of Charges and payable by the Card Member on the outstanding Liabilities and other amounts in relation to the Card Account. The Bank shall have a right to change the rate of the Service Fee by giving a notice to the Card Member.

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

"Supplementary Card" means the Card issued by the Bank to the Supplementary Card Member at the request of the Card Member.

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

"Terms and Conditions" means the terms and conditions stated herein (and any modifications/variations made thereto as per clause 14.1 below) and subject to which, the Card Member's application is accepted.

"Validity Date" means the validity date specified by the Bank on the Card.

1. Collection/Activation of the Card

The Card may be collected by the Card Member or couriered to the Card Member at the discretion of the Bank (pursuant to such conditions as are or may be specified by the Bank). In the event of the Card being sent by courier, the same will be at the sole risk of the Card Member. All renewed and replaced Cards thereafter will be sent by courier to the Card Member's last-intimated billing address, at the sole risk of the Card Member.

1.1 The Card must be signed by the Card Member and/or Supplementary Card Member(s) immediately on receipt thereof in the space provided for signature.

1.2 In addition to card activation over the phone, the Bank may in its sole discretion require the Card Member and/or Supplementary Card Member, upon receiving the Card, to communicate agreement to activation thereof in writing by signing and returning the attached slip.

1.3 The Card Member shall ensure that each Supplementary Card Member reads and understands the Terms and Conditions hereunder (and any changes to them) because the Card Member is liable for the Supplementary Card Member's use of the Supplementary Card and all charges incurred thereby on the Card Account

1.4 The Card Member shall be responsible for the safe custody of the Card and shall ensure the same in case of the Supplementary Card. Any loss or theft of the Card or handling of the Card by an unauthorized person in any manner shall be the exclusive responsibility of the Card Member under the Terms and Conditions, and the Card Member shall be responsible to pay for all Charges incurring due to the aforementioned circumstances except if the Card Member/Supplementary Card Member has duly notified the Bank immediately after the loss, theft or handling of the Card by an unauthorized person and consequently the Card Account is closed/locked by the Bank.

2. Restriction on Use of the Card/Card Member Particulars

2.1 The Card is not transferable and no person other than Card Member (or any duly authorized Supplementary Card Member) is permitted (and the Card Member 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 Card Member will not use the Card before or after the Validity or Expiry Dates as embossed on the Card.

2.2 The Card Member shall be exclusively liable for all Charges and Liabilities (including the charges and liabilities of Supplementary Card Members) and any other costs and expenses and it is agreed that the Card may only be used by the Card Member (or any approved Supplementary Card Member):

- 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.

2.3 Notwithstanding that the Card Member'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 Card Member, the Supplementary Card Member or any other party, to withdraw or restrict the Card Member's or Supplementary Card Member's right to use the Card or to refuse to authorize any Card Transaction.

2.4 The Card Member and Supplementary Card Member 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.

2.5 The Card shall at all times be and remain the property of the Bank and the Card Member shall forthwith surrender the same if so required by the Bank. Card Member agrees to be bound by all other Terms and Conditions governing the use of facilities or benefits which may from time to time be made available in connection with the Card, and any variations or amendments thereto which the Bank may impose from time to time at its discretion.

2.6 Card Transactions are required to be authorized by the Bank before they are accepted by a Merchant. The Bank may refuse authorization for any Card Transaction without cause or prior notice, even if the Card Account is not in default. The Bank will not be liable to the Card Member/ Supplementary Card Member or anyone else for any loss or damage resulting from the Bank's refusal to authorize a Card Transaction.

3. The Card Account

3.1 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 Card Member and Supplementary Card Member and all losses or damages 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 Card Member and/or Supplementary Card Member.

3.2 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 Card Member and Supplementary Card Member waive any and all rights to dispute or question any rate of exchange so applied by the Bank.

3.3 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 Card Member and Supplementary Card Member into Rupees at the 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.

3.4 The Card Member shall be exclusively liable to pay all amounts debited to the Card Account by the Bank (as more particularly specified in Clauses 4 and 5).

3.5 The Card Member hereby irrevocably authorizes and empowers the Bank to open such Rupee and foreign currency account(s) as the Bank may deem appropriate and the Card Member agrees, with respect to any Rupee and/or foreign currency account opened by the Bank on his or her behalf, that:

a) The Card Member 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.

b) No chequebooks will be issued in respect thereof and the Card Member 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 Card Member's outstanding during subsequent billing periods.

c) 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.

d) The Bank may at any time in its discretion discharge its entire liability with respect to any such account by mailing to the Card Member 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 Card Member in the amount of the existing credit balance in the account(s) deducting therefrom the amounts of any claims that the Bank may have on such funds.

e) All amounts standing to the credit of the foreign currency account (less any sums owing to the Bank) are payable solely at the Bank, 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. Any credit balances in the account(s) are not insured by the Deposit Protection Scheme ("DPS") of UK nor by Federal Deposit Insurance Corporation ("FDIC") of the USA nor by any other corporation or company outside Pakistan.

3.6 All the account(s) opened by the Card Member shall be governed by the Terms and Conditions hereof and the Schedule of Charges and any subsequent amendments thereto.

3.7 The Card Member hereby irrevocably authorizes the Bank to effect debit to the Rupee Credit Card Account of the Card Member maintained with the Bank in order to purchase foreign currency notes or other allowed instruments on behalf of the Card Member to effect remittance, or to instruct money exchanger to effect such remittances on behalf of the Card Member against payment of equivalent Rupee debited from Card Member's account together with all applicable costs, as allowed by State Bank of Pakistan, for settlement of the foreign currency dues/outstanding balance of the Card Member. In this regard, the Card Member 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 Card Member (at the sole risk, cost and expense of the Card Member) in order to recover all outstanding Rupee and non-Rupee charges and liabilities and all costs and expenses incurred in connection therewith. The Card Member also irrevocably authorizes the Bank to debit its Rupee account for a handling fee, which the Bank deems appropriate and may impose from time to time for such foreign currency handling. This added Clause 3.7 will be in addition to, and

not in derogation of, the existing Condition of Use. In case of any conflict between this newly added Clause 4.6 and any other Clauses, this Clause 3.7 shall prevail.

4. Payment

- 4.1 The Bank shall every month send a Statement of Account to the Card Member and the Card Member shall pay at least the Minimum Payment Amount stated therein by the Payment Due Date. In the event that the Bank is unable to send a Statement of Account for any reason, the obligations of the Card Member under these Terms and Conditions to the Bank shall not cease and all applicable Charges and Liabilities and other costs and expenses payable under these Terms and Conditions and in accordance with the Schedule of Charges 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.
- 4.2 The Bank shall charge the Card Member and debit to the Card Account a Chip Maintenance Fee as per the Schedule of Charges, which may be varied by the Bank and notified to the Card Member. The Card Member acknowledges that the Bank may vary the applicable charges in the Schedule of Charges and notify the same to the Card Member in any manner deemed fit and provided that the Card Member continues to use the Card after receipt of such notification, it shall be deemed that the Card Member has acknowledged, unconditionally agreed to and accepted the amended notified Schedule of Charges.
- 4.3 If the Card Member effects full payment of the Current Balance outstanding in the Card Account on or before the Payment Due Date subject to collection of the required service fees and other fees for Cash Advances payable under Clause 5.2 for the period covered by the relevant Statement of Account, the Bank will not charge any service fees.
- 4.4 If the Card Member 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 Card Member agrees to make payment as per SOBC. This will be in addition to all other charges applicable.
- 4.5 If the Card Member fails to pay the Minimum Payment Amount in any previous Statement of Account by the Payment Due Date stated therein, then and without prejudice to the Bank's rights and remedies, the Card Member 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 any and all delayed payments, Cash Advance or other fees relating thereto and all other applicable costs and expenses by the Payment Due Date specified in the Current Statement of Account. In the event the Card Member exceeds the Credit Limit without the Bank's prior written approval, the Card Member will pay, on demand such unauthorized excess over the Credit Limit together with any costs and expenses in relation thereto.

- 4.6 All payments to be made by the Card Member shall be in Rupee. Accordingly for non-Rupee Charges payable by the Card Member, the Card Member hereby irrevocably authorizes the Bank to effect debit to the foreign currency account of the Card Member maintained for this purpose with the Bank and to appropriate the proceeds therein and/or to take such further action whatsoever as the Bank deems appropriate or necessary to fund such account for and on behalf of the Card Member by way of purchase of 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 Card Member opened pursuant to Clause 3.5 or otherwise (at the sole risk, cost and expense of the Card Member) 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 Card Member 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.
- 4.7 The Bank shall charge the Card Member and debit to the Card Account a handling fee as per SOBC, if any cheque or other payment order issued by the Card Member or Supplementary Card Member or any other party to the Bank in order to make payments for current or other Statement of Account is not honoured for payment for any reason whatsoever. However, payment of handling fee by the Card Member will not discharge him/her from the liability under the law for dishonouring of the cheque issued by him/her as provided for in clause 4.15.
- 4.8 All payments received by the Bank from the Card Member 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.
- 4.9 The Bank's right against the Card Member 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 Card Member and/or Supplementary Card Member, and the Card Member and/or Supplementary Card Member 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.
- 4.10 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 without giving any reason or notice and without any liability to the Bank.
- 4.11 The Bank shall only credit the Card Account with a refund in respect of a Card Transaction in accordance with its usual practice if and when the Bank receives such refund in Pakistan. Any refund, payment or credit to the Card Account shall not be remitted to the Card Member unless

otherwise decided by the Bank but shall be applied towards the reduction of the Card Member's Charges or other Liabilities incurred and debited to the Card Account.

- 4.12 In the event of an attachment order over the Card Member'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 Card Member shall settle his/her debit balances immediately. This commitment shall bind heirs and successors without any objection or challenge.
- 4.13 In the event payment for purchase of a foreign airline ticket is made through 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 exchange rate being used by the Bank at the time of the conversion.
- 4.14 Notwithstanding anything contained in these Terms and Conditions the following will constitute a dishonoured payment:
- a) The Bank receives a cheque, draft or other payment instrument from or for the Card Member which is not honoured in full; or
- b) The Card Member makes payment to the Bank through the accounts as provided in clause 4.5 above and the said debit is not honoured in full due to insufficient funds.
- For each dishonoured payment, the Card Member must pay to the Bank:
- a) The dishonoured amount;
- b) Dishonoured payment/return cheque fee as may be determined by the Bank from time to time and notified to the Card Member. The payment of dishonoured payment/return cheque fee by the Card Member shall not discharge him/her from the liability under the law for the dishonoured cheque(s) issued by him/her;
- c) The Bank's reasonable collection costs and legal fees that are reasonably incurred by the Bank, as permitted by law.
- d) If a Card Member has a query regarding any amount payable by him, as notified to the Card Member by the Bank, the Card Member should contact the Bank in writing within 3 days of such a notification. All queries will be responded by the Bank within 5 working days, from the date of receipt of the query.
- 4.15 The Card Member acknowledges that the Bank may vary the applicable charges in the Schedule of Charges and notify the same to the Card Member in any manner deemed fit and provided that the Card Member continues to use the Card after receipt of such notification, it shall be deemed that the Card Member has acknowledged, unconditionally agreed to and accepted the amended notified Schedule of Charges.

5. Cash Advance

- 5.1 If the Bank so approves, the Card Member 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.
- 5.2 The Bank shall charge service fee on each Cash Advance from the date of each Cash Advance until the date of full payment at the rate defined as per SOBC as financial charges per month. In addition, the Card Member shall also be liable to pay a Cash Advance fee per transaction as per SOBC obtained from the Bank or other participating banks or financial institutions or ATMs, which accept the Card.

6. Security

- 6.1 The Card Member hereby hypothecates to the Bank as continuing security for any and all Charges and Liabilities and other amounts outstanding and payable by the Card Member to the Bank thereunder all present and future household goods owned by the Card Member including, without limitation, all consumer durables and household furniture and fittings of every type and description, household and office appliances, equipment such as Air Conditioners, TVs, VCRs, Refrigerators, Computers, Cars, Vehicles, Cash, Shares and other valuables, etc. (hypothecated property) and in the event of non-payment by the Card Member of any and all Charges and/or Liabilities and/or amounts payable to the Bank pursuant to these Terms and Conditions, and repossess the hypothecated property and, 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 Card Member 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 Card Member 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.
- 6.2 The Card Member hereby assumes full liabilities as principal debtor for all amounts due and payable to the Bank by the Supplementary Card Member including all types of Charges and Liabilities and all other costs and expenses payable by the Supplementary Card Member to the Bank.
- 6.3 The Card Member 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 Card Member over the telephone. The Card Member will be liable for any and all transactions made after the standard verification by the Bank's authorized representative. The Card Member also agrees that his entire telephone conversation with the authorized representative may be recorded at the discretion of the Bank for any particular purpose.

7. Supplementary Card

- 7.1 The Bank may issue a Supplementary Card to person(s) nominated by the Card Member and approved by the Bank. If a Card is issued to the Supplementary Card Member, the Card Member 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 Card Member and/or the Supplementary Card Member. The Credit Limit assigned to the Card Member is inclusive of the Credit Limit of the Supplementary Card Member, and the Card Member and the Supplementary Card Member shall not permit the total of the Charges incurred under or through their respective cards to exceed the said Credit Limit.
- 7.2 Any payment made by the Card Member to the Bank shall be allocated towards reduction of the debit balance in the Card Account in accordance with Clause 5.5 but the Card Member shall continue to remain liable for any outstanding post-payment debit balance, if any, in the Card Account.
- 7.3 The Card Member shall ensure that each Supplementary Card Member reads and understands all the Charges and Terms and Conditions hereunder (and any changes to them). It is, however, clarified that principally the Card Member is liable for the Supplementary Card Member's use of the Supplementary Card, in accordance with these Terms and Conditions; and all Charges incurred on the Card Account shall be principal liability of the Card Member.

8. PIN

- 8.1 The Bank may issue a PIN to the Card Member and/or Supplementary Card Member for use at any bank counter or ATM/POS, which will accept the Card. The Card Member agrees that:
- 8.2 The PIN may be sent by post and/or in any other way at the discretion of the Bank to the Card Member and/or Supplementary Card Member at his/her risk.
- 8.3 The Card Member and/or Supplementary Card Member 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; and
- 8.4 Subject to Clause 10.2 the Card Member shall be fully liable to the Bank for all Card Transactions made with the PIN whether with or without the knowledge of the Card Member.

9. TIN

- 9.1 The Bank may issue a TIN to the Card Member and/or Supplementary Card Member which may be substituted by the Card Member. The Card Member fully agrees that-
- 9.2 The TIN may be sent by post to the Card Member and/or Supplementary Card Member or through any other means as the Bank may consider

appropriate at the Card Member and/or Supplementary Card Member's risk.

- 9.3 The security of TIN is complete responsibility of the Card Member and/or Supplementary Card Member and the Card Member and/or Supplementary Card Member 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
- 9.4 Subject to clause 10.2 the Card Member shall be fully liable to the Bank for all Card Transactions made with the TIN whether with or without the knowledge of the Card Member and/or Supplementary Card Member.
- 9.5 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 Card Member's and/or Supplementary Card Member'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. The Card Member and the Supplementary Card Member hereby indemnify and release the Bank from any and all liability and agree 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 Card Member and/or Supplementary Card Member online transactions. The Card Member/Supplementary Card Member agree 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.

10. Loss of Card/Disclosure of PIN or TIN

- 10.1 The Card Member and the Supplementary Card Member shall not allow the PIN/TIN to be disclosed to and/or misused by anyone. If the Card is lost or stolen or the PIN/TIN is disclosed to any third party, the Card Member and/or Supplementary Card Member 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 Card Member 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.
- 10.2 The Card Member agrees that the Bank has the right to recover all authorized charges and/or Cash Advances provided, however, that the Card Member 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 Card Member 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 Card Member and/or the Supplementary Card Member and the terms of Clauses 10.1

and 10.3 have been satisfied by the Card Member.

- 10.3 Any lost or stolen Cards subsequently recovered by the Card Member shall immediately be returned to the Bank without further use. The Card Member shall not use the PIN/TIN after reporting any third party disclosure thereof to the Bank.
- 10.4 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.
- 10.5 The Card is not transferable and no person other than the Card Member (or any duly authorized Supplementary Card Member) is permitted (and the Card Member will not permit any other person) to use the Card for Charges and/or Card Transactions or identification or for any other purpose whatsoever. The Card Member shall not be entitled to use the Card before the start of validity term or after the expiry date. Notwithstanding anything stated in this clause, if the Card or any Supplementary Card is used/misused by a person who acquired possession of it with the Card Member's consent, the Card Member will be solely liable for all losses incurred as a result (including any withdrawal made without the authority of the Card Member or of the Supplementary Card Member).

11. Insurance

- 11.1 The Card Member hereby agrees that once the Card Member provides his/her consent to obtaining Credit Security Insurance and any other insurance policies/insurance packages offered by the Bank to the Card Member after being explained by the Bank the details relating/applicable thereto, the Card Member shall be bound by the terms of the insurance policies/insurance packages pertaining to them, which shall not be challenged by the Card Member. The Card Member may be provided with a copy of the insurance policies/insurance packages at the request of the Card Member by the Bank. The rates applicable to the insurance policies/insurance packages offered by the Bank to the Card Member are stipulated in the Schedule of Charges provided to the Card Member, which may be revised/changed/modified by the Bank from time to time and notified to the Card Member.
 - a) Credit Security Insurance
 - b) Travel Insurance;
 - c) Common Carrier Accident Insurance;
 - d) Life Insurance;
 - e) Education Insurance.
 - f) Personal Accidental Insurance
 - g) Wallet Protection*

Eligibility

- 11.2 All MCB VISA Basic Card Members whose ages are less than 60 years are eligible to be covered under the above insurance policies. However, for those enrolled prior to their 60th birthday can renew their coverage up

to their 65th birthday. At the age of 65 years, insurance cover shall cease and no benefit will be payable. No insurance will be effective if the Card Member has already attained the age of 60 years at the time of enrollment. The benefits under these packages shall be offered only to the MCB VISA Basic Card Members and not to the Supplementary Card Members (except in case of Wallet Protection where both Basic and Supplementary Card Members are covered).

* No maximum age eligibility criteria applicable

The Bank is entitled at any time and without prior notice or liability to the Card Member to cancel the insurance coverage if the eligibility criteria, specified herein, is not met.

12. Termination

- 12.1 The Card Member 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 in half and after full payment to the Bank of all Charges and Liabilities and all costs and expenses in relation to the Card Account.
- 12.2 The Card Member 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 Card Member 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 Card Member and other Supplementary Card Member (if any) after the Bank's receipt of the cut Supplementary Card. All Cards issued to or collected by the Card Member or any Supplementary Card Member 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 Card Member or Supplementary Card Member. The Card Member and the Supplementary Card Member 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.
- 12.3 If the use of all or any Card(s) is terminated under Clause 12.1 or Clause 12.2, all charges and liabilities of the Card Member and/or Supplementary Card Member whether actual or contingent shall become immediately due and payable to the Bank.

The Card Member 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 Card Member and/or the Supplementary Card Member 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 Card Member in the event of the termination of use of the Card(s) and the relevant Card Account(s).

12.4 The Card Member shall terminate the Card and Card Account according to the provisions of this clause 12 in case he/she does not agree to any of the Terms and Conditions subject to the condition that all amounts accrued, due and payable till the time of such termination shall be paid to the Bank by Card Member before such termination. However, continuation of use of the Card in any manner shall be deemed that the Card Member agrees and accepts the Terms and Conditions and shall remain responsible to fulfill his/her obligations hereunder.

12.5 Without prejudice to the rights of the Bank under the Terms and Conditions and applicable laws if the Card is cancelled/terminated due to any default by the Card Member in that event the unredeemed reward points shall also be terminated.

12.6 If the Cardholder is current in card payment but delinquent in any other facility availed from MCB (e.g., Auto Loan, Personal Loan or Mortgage Loan), Bank reserves the right to block the utilization of credit card on account of cross product delinquency.

13. Exemption: Exclusion

13.1 The Bank is not liable for any loss or damage howsoever incurred or suffered by the Card Member or Supplementary Card Member by reason of the Bank or a Merchant or any ATM or other party refusing to allow a Card Transaction or accept the Card or the Card numbers of the Card Member, 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 Card Member's instructions 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 nonperformance of any Card Transaction by a Merchant. In the event of any dispute between the Card Member and the Bank or any Merchant or any other person the Card Member'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 Card Member may have against such Merchant or other person.

13.3 The Bank is not liable in any way to the Card Member or Supplementary Card Member 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 connection with all or any benefits/services/rewards offered to the Card Member 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.

13.5 The Card Member and the Supplementary Card Member 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 Card Member and/or Supplementary Card Member 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, percentage rates, charges and fees, and shall accordingly notify the Card Member 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 Card Member of the Card after the Card Member's receipt of any changes in these Terms and Conditions pursuant to Clause 14.1 shall constitute notice of the Card Member's acceptance of such amended Terms and Conditions without reservation. In the event of Card Member non-acceptance of such Terms and Conditions as amended, the Card Member must immediately terminate the use of the Card in accordance with Clause 12.1 and 12.2 otherwise the changed Terms and Conditions will continue to apply.

15. Disclosure

15.1 The Card Member hereby irrevocably authorizes the Bank to disclose information relating to the Card Account, the use of the Card, the particulars and financial affairs of the Card Member to any Merchant, bank, financial institution, or any of the Bank's branches and related or affiliated concerns or any member of the International VISA/MasterCard network or to any person or concern or authority as the Bank may, in its sole discretion, deem appropriate and/or if instructed by government agencies/departments, regulatory body and court orders under the law.

15.2 Additionally, the Card Member consents to the Bank disclosing information regarding the Card Member's account to any other company within the MCB Bank Group Worldwide for such purpose or purposes as the Bank in its sole discretion requires.

16. Notices

16.1 All Cards, PINs, TINs, notices, Statements of Account, demands or any

other communications under these Terms and Conditions (hereinafter 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 Card Member and such Communications shall be deemed to have been served on the Card Member 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 Card Member shall be deemed to be Communications sent also to the Supplementary Card Member.

- 16.2 Any notice to be given by the Card Member to the Bank under these Terms and Conditions shall be given by registered post/courier/by hand with acknowledgment due.
- 16.3 Notwithstanding the aforesaid, the Bank shall be entitled at its absolute discretion to rely and act on any notices, requests or instructions which are or purported to be from or given on behalf of the Card Member (whether or not they are genuine or given with the Card Member's consent or authority) and which are given orally or otherwise communicated to the Bank other than as provided above, and action on the Bank's part pursuant to such notices, requests or instructions shall be binding on the Card Member and the Bank shall not be liable for any loss or damage incurred or suffered or sustained by the Card Member as a result of such action.
- 16.4 The Bank shall be entitled, with 7 days prior Notice, to demand return of the Card and/or immediate payment of all amounts outstanding under the Card Account, in case of, including but not limited to, breach or violation of any of the Credit Card Terms; Default in payment of outstanding dues in context of the Credit Card or in context of any other banking facility being availed by the Customer; any adverse change in the Customer Profile/employment; abuse of the Credit Card; any other reasons which in the absolute judgement of the Bank would necessitate return of the Card; and/or in case of any change in local/international laws or any change in the Bank's or State Bank's policy that warrant to demand the return of Card by customer.

17. Indemnity

The Card Member 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 Card Member 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 shall be paid as Liabilities by the Card Member.

The Bank shall provide the Card Member with all the facilities which are or may

from time to time become part of the Bank's telephone banking facilities in respect of all Accounts which are or may hereafter be opened, with the Bank in which the Card Member may have single signatory authorization.

In consideration of the Bank's acceptance of oral instructions from the Card Member over the telephone in connection with such facilities as may from time to time form part of the Bank's telephone banking facilities, the Card Member agrees and undertakes not to deny the veracity or genuineness of any such oral instructions. The Card Member further agrees not to make any claim against the Bank as a consequence of, or in respect of, the provision by the Bank to the Card Member of any of the Bank's telephone banking facilities. The Card Member agrees that the Bank may debit any of the Card Member account(s) with the Bank for all costs, charges or other amounts which may be incurred as a consequence of, or in respect of, the provision by the Bank to the Card Member of any Bank's telephone banking facilities. The Card Member agrees that the Bank may ignore or suspend action on any oral instruction received from the Card Member if the Bank, in its absolute discretion, deems it appropriate to do so. The Card Member understands and accepts that compliance by the Bank with such oral instructions shall be subject to the internal policies of the Bank which may be amended from time to time.

The Card Member hereby confirms that all account(s) opened by the Card Member by using the Bank's telephone banking facility shall be governed by the Terms and Conditions governing the Card Member's existing account(s) with the Bank.

18. Right of set-off

18.1 The Bank may at any time and without notice or liability in any way to the Card Member or Supplementary Card Member combine or consolidate any one or all accounts of the Card Member and/or Supplementary Card Member 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 account or all of such accounts 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 setoff 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 Card Member.

18.2 The Bank's right against the Card Member and/or Supplementary Card Member shall not be determined, affected, or prejudiced, 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 Card Member and/or Supplementary Card Member.

The Bank's right to set-off and all transactions authorized by the Card Member and/or Supplementary Card Member before their death shall continue to subsist till the Bank is informed in writing about such death. Upon receiving this information, the Credit Card and the Credit Card Account will be blocked for new transactions after receiving this notice.

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 they should agree to the required adjustments before release of the funds in their favour 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 Card Member 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 Card Member and Supplementary Card Member 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 and Other Government Levies/Duties

The Card Member and Supplementary Card Member(s) agree 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 or credit provided by the Bank to the Card Member or any Supplementary Card Member.

23. Assignments/Transfer of Interest

The Card Member and Supplementary Card Member(s) 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 Card Member and Supplementary Card Member 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 Card Member 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 Card Member and Supplementary Card Member hereby submit to the jurisdiction of the Courts established.

26. Privacy Policy

Except as provided in Clause 15 above, the Bank will treat the Card Member's personal information as private and confidential (even after Card Account has been terminated). Nothing about the Card Member's relationship with the Bank or the Card Member's name and address will be disclosed to anyone, including other subsidiaries or affiliates of the Bank, other than in accordance with the terms set out below:

- a) Where the Bank (or any third party acting on the Bank's behalf) are legally compelled to do so; or
- b) Where there is a duty to the public to disclose;
- c) Where the Bank's interests require disclosure; or
- d) Where disclosure is made at the Card Member's request or with the Card Member's consent.
- e) Where for the purpose of credit reporting, verification and risk management, the Bank exchanges information about the Card Members with any institution it deems fit.
- f) Where the Bank for promotion of its products and/or its affiliates use the information of the Card Member for promotional purposes.

*All rates mentioned are subject to change.