

11. Declaration:

I agree that Global Bank Ltd. reserves the right to reject this application without assigning any reason or incurring any liability whatsoever. I authorize Global Bank Ltd. or its agents to make any enquiries regarding my application. I acknowledge that I have received, read and understood all the terms and conditions and agree to abide by them unconditionally in token whereof I have signed the application form. I hereby declare that the information given in this form is correct and true.

Signature of primary card applicant

Documentation:

Following documents must be submitted with duly filled up card application for processing:

- a. Recent passport size photo of card applicant (and supplementary card applicant if applicable).
- b. Copy of citizenship certificate or passport or driving license
- c. Location map of residence
- d. Latest salary certificate in official letter head signed by HR Manager of Account Manager or equivalent and assignment of receivables acknowledged by same authority for salaried applicant.
- e. Company registration certificate, tax registration certificate, latest tax clearance certificate, latest audited financial report and official guarantee (conditional)

Terms & conditions:

1. Definitions:

- a. "Bank" means "Global Bank Ltd." and its successors and assigns who is duly licensed to issue Visa cards.
- b. "Card" means valid "Visa Credit Card" issued to a cardholder for purpose of making payment for purchase of goods or services of taking cash advance through ATM or authorized agent of Visa international.
- c. "Merchant" means any business entity authorized by Visa international to accept payment through Card.
- d. "Cardholder" means an individual mentioned in card application form to whom and for whose use Card has been issued at his/her request or at request of the Corporate Member.
- e. "Corporate Member" means the company or the firm under whose instruction the card(s) is issued to its directors, and or personnel as the case may be and such Corporate Member has guaranteed to honor the bills of such Cardholder(s) on presentation.
- f. "Card Account" means an account maintained by the Bank in the name of the Cardholder and/or Corporate Member and entries made thereon and in the absence of manifest error shall construe valid and genuine.

2. Ownership

- a. Card is property of Bank at all times and is not transferable.
- b. Bank reserves right to seize/cancel the card so issued to any cardholder, if found at a later date, the information submitted by such Cardholder and/or Corporate Member is false and/or he/she is misusing the card.
- c. Bank reserves right to renew the membership entirely at its own discretion and can refuse the same without assigning any reason whatsoever.
- d. If Corporate Member ceases to be a member of Card scheme for any reason or in the event of insolvency or liquidation of the Corporate Member, the membership of the entire cardholders stand canceled forth with.

3. Liability

- a. Corporate Member and/or Cardholder shall furnish to the Bank data concerning the up-to-date financial position of the cardholder, whenever called upon by the Bank. If the data is not furnished when called for, the Bank at its discretion, may refuse renewal of the card or cancel the card forthwith.
- b. Upon termination of membership of Card for any reason whatsoever the card shall be returned to the Card Services Department of the Bank within 7 days from the date of receipt of notice thereto, against a proper receipt and notwithstanding such termination, the Corporate Member and/or the cardholder shall jointly and/or severally continue to remain liable to pay all dues to Bank arising out of and in connection with issue and utilization of Cards for the period from its/their issue/renewal till surrender.

- c. If Corporate Member on whose request Card is issued to cardholder(s) severs its relations with such cardholder(s), the card so issued must be surrendered by the Corporate Member and/or such cardholder to Card Services Department of Bank within 48 hours from the time of such severance. For this action Corporate Member and cardholder(s) will be jointly and severally responsible. Corporate Member shall be responsible for payment of the bills arising out of use of the cards(s) by such cardholder(s) who have left the Corporate Member but till such time the card(s) is not surrendered/cancelled.
 - d. Bank reserves the right to withdraw the privileges attached to the Card at any time and to call upon the Corporate Member and/or the Cardholder(s) to surrender the Card(s) and/or any other representative of the Bank without assigning any reason whatsoever.
 - e. As debit and credit transactions are two separate transactions, Corporate Member/Cardholder shall have to pay charges incurred on purchase of Air-ticket(s) when billed although Air-ticket(s) have subsequently been canceled by them. Bank will credit to the card account the amount of canceled ticket(s) less cancellation charges and also the bank service charges as and when received from them.
 - f. Cardholder is obliged not to use the card for purpose other than the ones authorized by the corporate Member. This is very important, especially in the case of International card. However, Corporate Member is fully responsible for all charge incurred by the cardholder against his/her card.
 - g. Use of the card after notice of withdrawal of the privileges is fraudulent and may subject the Corporate Member and/or the cardholders to legal action by Bank in accordance with Commercial Bank Act.
 - h. Corporate Member and/or cardholder(s) shall pay all costs of collection of dues/legal expenses and decretal amounts with interest should it become necessary to refer the matter to any agency or to legal resource to enforce payment. Bank may recover its any dues from corporate member and/or cardholder regarding any transactions from card in accordance with the BAFIA 2063.
 - i. In case of default I hereby agrees, bank has to list in black list in accordance with the NRB black listing directives.
- #### 4. Lost/Stole
- a. Its Cardholder's responsibility to keep the Card and Pin safely. The Cardholder/Corporate Member is liable for the transaction took place in card present environment and it can not be disputed.
 - b. If Card is lost/stolen, the cardholder or the Corporate Member must immediately inform the Card Services Center of the Bank by phone/fax/email of its loss. Cardholder and/or Corporate Member will continue to remain liable for any fraudulent transaction(s) takes place before informing Card Services Dept of the Bank about lost/stolen of the card.
 - c. Any charges regarding communicating the information of lost card through warning bulletin or other media should be borne by the cardholder.
- #### 5. Acceptance
- a. Subject to proper presentation of the Card at the Merchants, Card will be honored.
 - b. Bank will not be liable for any action in the event merchant is unable to honor Card. Merchant may not honor Card when conducting a discount sale.
 - c. Bank is not responsible for any defective merchandise purchased or services availed by the cardholder. Any claim or dispute with the Merchant will be the cardholder's direct responsibility to deal with the merchant but this does not relieve the Corporate Member/Cardholder of its/his obligation to pay all dues to the Bank in respect of utilization of the card.
 - d. Cardholder is not authorized to claim refund in cash with merchant directly. All claims pertaining to refund should be channeled through the bank only.
 - e. Purchase made on the card shall remain the property of Bank till such time the charges/bills pertaining there to are paid by the cardholder/Corporate Member.

- f. Any charges signed by the cardholder shall be the conclusive proof of the charges recorded therein as incurred by the cardholder himself and will be charged by Bank to the cardholder and/or Corporate Member.
 - g. Cardholder is responsible for collecting the bills and the copies of the chargeslip signed by him/her from the Merchant. Bank will not provide any copy of the chargeslips.
 - h. Merchants may, for certain transactions, request cardholders kind co-operation and time, as they may have to seek authorization of those transactions from Bank. This is introduced as a safeguard in the interest of the cardholders.
6. Payment and Fees
- a. All chargeslips and cash advance vouchers signed by cardholder in respect of the use of the Card be charged by Bank to the Card Account. Bank reserves the right to debit Cardholder and/or Corporate Member's bank account maintained at any of the branches of the bank on any day from the date Bank receives chargeslips or debit information. Cardholder/Corporate Member agrees to pay the amount shown due in the statement to Bank within the date stipulated in the statement for payment at the notified address of the Bank.
 - b. Cardholder(s)/Corporate Member must settle minimum due amount within due date. Non settlement of Minimum Due Amount within Due Date will attract Late Payment Fee.
 - c. Partial payment of due amount or late payment of due amount will attract debit interest which is prescribed by Bank from time to time. In case of partial payment, interest is levied to full due amount from statement date to payment date (excluding both dates) and remaining amount from payment date to next statement date.
 - d. All cash advances and other special services e.g. Airlines refund, communication service, purchase of fuel etc availed by cardholder shall attract service charge at the rate prescribed by the Bank from time to time.
 - e. It shall be the sole responsibility of the cardholder to collect account statement and advices. The bank may provide a copy of statement on payment of service charge fixed by the Bank from time to time.
 - f. Every Cardholder is assigned a certain limit for the use of his/her card. A cardholder should not exceed the limit so assigned to him/her. In case the limit is exceeded frequently, the same may result in cancellation of the card the Bank's sole discretion and attract a service charge fixed by the Bank.
 - g. The Cardholder agrees to pay all the charge levied by the Bank and the list of such applicable charges can be obtained from the Bank.
 - h. Currency exchange gain/loss; is any, arises out of the card transactions, shall be posted in the respective card account.
 - i. The membership renewal fee shall be debited from the card account in advance.
 - j. Every fee and service charges shall be debited to the card account.
 - k. The joining fee and annual membership fee will be billed in Card Account in advance shall not be refunded under any circumstances.
 - l. For issuance of a replacement card, the fee fixed by Bank from time to time shall be charged. Such issuance may be made by the bank on payment of outstanding balance in the card account.
 - m. Bank will levy service charges as decided from time to time for special services rendered to cardholders.
 - n. The card is renewed for a period of two years. If Cardholder does not wish to renew the card, it must inform Card Services Dept at least 30 days prior to expiry of the card. If Corporate Member feels that card of a particular cardholder should not be renewed, the corporate Member should inform the Bank at least 60 days prior to such renewal date in writing.
 - o. The bank reserves the right to add to after and/or amend these terms and conditions including fees and service charges without giving any prior notice which shall be binding on the Corporate Member/Cardholder and Bank will intimate the same to the corporate member/Cardholder at its convenience.
7. Validity and Termination
- a. All disputes are subject to the jurisdiction of courts in Kathmandu only.
- b. In case of payment in Convertible Foreign Currency of expenses made in Indian Rupees through Card, the cardholder/corporate Member must follow the Foreign Currency rules and regulations imposed by Nepal Rastra Bank (NRB). Respective Cardholder/Corporate Member is liable for any kind of violation of the Foreign Currency Rules and Regulations of NRB. It will be the responsibility of Corporate Member/Cardholder to understand and follow the prevailing Foreign Currency Rules and Regulations of NRB and update them.
 - c. Either of the parties may terminate the agreement by serving a 60 days notice in advance to the other parties concerned before its expiry.
 - d. In case of any act of god, war, riots, civil disturbances, changes of law, foreclosure of the business of the parties over which either of the party has no control and when any of such cases results in an impossibility to perform this agreement, either of the parties may terminate this agreement, before its expiry, by serving a notice of 7 days in advance to the other party concerned.
 - e. Unless and otherwise renewed, this agreement and the card issued under this, will expire on 120 days from the date of expiry of Card.

Signature of primary card applicant
Date: _____