



**The applicant acknowledges to have already agreed to the terms and conditions related to the Citygem American Express® Card Operations of City Bank Limited as recorded hereinafter:**

1. Only individual BDT account (SB/CD) holders of the City Bank Limited (FINACLE Branch only) can apply for The Citygem American Express Card.
2. In these Terms and Conditions-
  - a. **'Bank'** means The City Bank Limited (CBL) and its successors and assigns.
  - b. **'Account'** means BDT account (SB/CD) maintained by the Bank in the name of any individual at FINACLE branch of CBL.
  - c. **'Account Holder'** means the person validly holding the said account.
  - d. **'Card'** means the Citygem American Express® Card issued to an above account holder avail services and/or to purchase and/or draw Cash Facilities by presenting the same at the Bank or other American Express authorized acquirers' ATM and/or POS.
  - e. **'Cardmember'** means to whom the Card has been issued and who is the Account Holder stated above.
  - f. **'Customer'** means the Cardmember stated above.
  - g. **'Agreement'** means an account maintained by the Bank in the name of the Cardmember.
  - h. **'Designated Account'** means the accounts which are connected (not more than two) to the Card for various transaction purposes with prior consent of the Cardmember.
3.
  - a. All transactions initiated by the Card, whether electronically or otherwise, using the Card will be debited from the Designated Account.
  - b. The Bank shall debit the Designated Account for the amount withdrawn from any of the Automated Teller Machine (ATM) or Point of Sale (POS) transactions for goods and services obtained from American Express authorized merchants by the use of the Card. The Bank records generated Electronically or otherwise, shall be deemed to be conclusive proof of the correctness of the transaction notwithstanding the fact that there exists no debit voucher signed by the Cardmember to support transactions through the ATM.
  - c. In consideration of issuing the Cards, the Cardmember undertakes to indemnify the Bank against all losses, claims, actions proceedings demands, damages, costs and expenses incurred or sustained by the Bank of whatever nature and howsoever arising, out of or in connection with the issuance / use of the Card, provided only that the Bank acts in good faith.
  - d. The Bank shall have the right to charge the customer any fee for issuance and use of the Card on a quarterly/yearly basis as may be decided by the Bank.
4. The Bank reserves the exclusive discretion to limit the total cash withdrawal or goods and services purchased at American Express authorized merchants by the Cardmember during a 24 hour period.
5. The Card shall at all times, remains the property of the Bank and the Bank may in its sole discretion and without giving any reason may withdraw the Card or the services thereby offered or any part of such services at any time without any prior notice, whereby the Cardmember will become responsible for returning the Card at once as per request from the Bank.
6. The Card and PIN are issued to the Cardmember entirely at the Cardmember's risk and the Bank shall bear no liability whatsoever for any loss, financial or otherwise, or damage whatsoever caused from this issue. The Bank shall not be responsible for any losses or damages or expenses whatsoever arising whether directly or indirectly as a result of any transaction made with the Card and shall be indemnified by the Cardmember, against any such loss or damage.
7. The Cardmember shall not disclose the PIN to anyone. The Cardmember will be liable to the Bank for any and all transactions made by the use of the Card and hereby agrees to indemnify the Bank for any losses or damages howsoever caused by any unauthorized use of Card or PIN, unless the Bank has received notice in writing of any loss, damage or theft of the Card or disclosure of the PIN prior to any unauthorized use of the Card or PIN for this purpose, provided that, the use of the Card by a person who obtained possession of the Card from the Cardmember constitutes authorized use of the Card, whether done with or without any consent of the Cardmember.
8. The Bank shall debit the Designated Account for all related charges with respect to the Card and the use there of and the charges as may be announced, from time to time, by the Bank or other American Express authorized acquirer as the case may be, including charges for any replacement of the Card.
9. The Bank reserves the right to refuse an application of the issuance of a Card and to withdraw at any time and at its sole discretion all rights and privileges pertaining or attached to the Card. The Bank shall not be responsible for any losses or damages or expenses whatsoever and howsoever arising whether directly or indirectly as a result of any malfunction of the Card or any of the CBL ATM, the insufficiency of funds in such a machine or otherwise.
10. The Bank neither warrants nor be responsible for the Card being dishonored for any reason whatsoever.
11. In the event of replacement of the Card due to whatever reasons as requested by the Account holder, the Bank will levy a charge set by the Bank's Authority.
12. In the event of resetting PIN, the Bank will levy a charge to be set by the Bank's Authority.
13. Cardmember will not use this Card for any illegal transaction or illegal purpose or anything unlawful, or prohibited action under the laws of Bangladesh.
14. The Card shall cease to be valid and the Bank shall be entitled to the immediate return of the Card in the event of
  - a. closure of the Designated Account;
  - b. receiving notice of death of the Cardmember;
  - c. the Cardmember's authority to operate the Designated Account is terminated by the Bank or any other authority ;
  - d. the Cardmember ceases to be a customer of the Bank ;
  - e. the Bank requests for its return.
15. All notifications and/or questions concerning the use of other Cards should be directed to the Branch Manager of the Cardmember's branch or to the CBL Cards Division.
16. All rules and regulations governing the operations of current and saving accounts will be applicable to the Card transactions relating to such accounts of which the applicant confirms to have knowledge.
17. The Bank may at its sole discretion and at any time change Terms and Conditions, contained herein, without prior notice to the Cardmember.
18. These Terms and Conditions will stand amended if such amendments are necessitated by law, government regulations or instructions issued by the Bangladesh Bank or any other authority.
19. Fees and charges will be determined periodically by the Bank or other American Express authorized acquirers and the same shall be binding on the Cardmember.
20. Cardmember or the Bank may terminate this Agreement by serving 60 days prior notice to the Bank before its expiry.
21. In case of any fraud committed by or misrepresentation made by or incorrect particulars given by the applicant or break of any conditions stipulated herein or of any act of God, war, riots, civil disturbances, changes of law or other events over which the Bank has no control and when any such cases result in an impossibility for the Bank to perform this Agreement, the Bank may terminate this Agreement before its expiry with or without assigning any reasons whatsoever.
22. All disputes are subject to the jurisdiction of courts in Bangladesh only.
23. Applicant/Cardmember shall not change his address without giving prior notice to the Bank.

I do hereby acknowledge that I have read and understood the above terms and conditions and agree to comply with them.

Customer's Signature

Date 

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