

## TERMS & CONDITIONS GOVERNING CREDIT CARD FACILITIES

These Terms and Conditions apply to and regulate the provision of Credit Card facilities by Kabul Bank.

### I. DEFINITIONS & INTERPRETATION

"**Applicant**" means person(s) who has (have) applied for a Card to Kabul Bank. In case of a Corporate Credit Card it shall mean the person(s) named in the application form submitted by the company.

"**Business Day**" means a day on which the relevant office of Kabul Bank specified in the Application Form or the office through which the Card is provided or such other office as may be notified by Kabul Bank to the Card Member, is open for normal business transactions.

"**Card**" or "**Credit Card**" or "**Debit Card**" means a Kabul Bank MASTER / MAESTRO / MASTER CARD Credit Card or any other Credit Card issued by Kabul Bank at the request of the Applicant.

"**PIN**" means the Personal Identification Number allocated to the Card Member by Kabul Bank or chosen by the Card Member / Kabul Bank from time to time, in relation to the Card.

"**Card Account**" means the account opened in the name of the Card Member and maintained by Kabul Bank for the purpose of usage of the Credit Card as per the terms and conditions contained herein.

"**Cash Limit**" means the maximum amount of cash, or equivalent of cash as defined or prescribed by Kabul Bank, that the Card Member can withdraw on his Card Account. Cash Limit forms a subset of the Card Member's Credit Limit / Purchase Limit.

"**Charges**" or "**charges**" means such charges as are set out in Clause VI hereof or mentioned anywhere in these Terms and Conditions. All details of Charges mentioned herein shall be as provided in the Tariff Annexure unless specifically communicated to the Card Member, and as amended from time to time.

"**Credit Limit / Purchase Limit**" means the limit up to which the Card Member is authorised to spend on his Credit Card.

"**Kabul Bank**" shall mean Kabul Bank, the proprietors of the Credit Card, its successors and permitted assigns.

"**Kabul Bank Customer Care Centre**" refers to Kabul Bank –Customer Care Service provided by Kabul Bank to the Card Members.

"**Kabul Bank Internet Banking**" refers to the trade name of Kabul Bank's Internet Banking Service / website owned, established and maintained by Kabul Bank at the URL [www.kabubank.com](http://www.kabubank.com).

"**Member**" or "**Cardholder**" or "**Card Member**" means the Applicant in whose name the Card Account has been opened and to whom a Card bearing his name is issued..

"**Merchant Establishment**" means establishment wherever located which honours the Card and shall include among others, stores, shops, restaurants, hotels, airlines, cash advance points including ATMs and mail order advertisers (whether retailers, distributors or manufacturers).

"**Merchant**" means any person who owns or manages or operates the Merchant Establishment, its successors and permitted assigns.

"**Total Amount Due**" or "**TAD**" refers to the amount stated as such in the Statement.

"**Payment Due Date**" means the date every month on which the payment in respect of the charges incurred by usage of the Card by the Card Member falls due, as communicated through the Statement.

"**DAB**" means Da Afghanistan Bank.

"**Statement**" means monthly statement/s of account sent by Kabul Bank to a Card Member setting out the financial liabilities as of the statement date of the Primary Card Member and Supplementary Card Member(s), if applicable, to Kabul Bank in respect of the Card Account.

"**Supplementary Card Member**" means the family member of the Primary Card Member who becomes a Card Member by virtue of his relationship with the Primary Card Member.

"**Tariff Annexure**" means an annexure detailing the charges applicable for the services offered on the Card. These charges are subject to changes at the sole discretion of Kabul Bank. However such changes in charges may be made only with prospective effect giving prior notice to the Card Member.

"**Transaction Instruction**" means any instruction given by a Card Member directly or indirectly to Kabul Bank and /or through Kabul Bank's Customer Care Centre and /or through Kabul Bank's Internet Banking, to effect the transaction. Transaction Instruction would include, but not be limited to, a charge slip, a cash advance slip or a mail order coupon.

"**Terms and Conditions**" mean the terms and conditions set out herein and / or as may be stipulated by Kabul Bank from time to time, as amended. In these Terms and Conditions, unless the contrary intention appears:

- a reference to :an "amendment" includes a supplement, modification, notation, replacement or re-enactment and "amended" is to be construed accordingly; an "authorisation" or "approval" includes an authorisation, consent, clearance, approval, permission, resolution, license, exemption, filing and registration; "law" includes any constitution, statute, law, rule, regulation, ordinance, judgement, order, decree, authorisation, or any published directive, guideline, requirement or governmental restriction having the force of law, or any determination by, or interpretation of any of the foregoing by any judicial authority, whether in effect as of the date of signing / submission of the Application Form or thereafter and each as amended from time to time;
- the singular includes the plural (and vice versa);
- the headings in these Terms and Conditions are inserted for convenience of reference only and are to be ignored in construing and interpreting the Terms and Conditions;
- reference to the words "include" or "including" shall be construed without limitation;
- reference to a gender shall include references to the female, male and neuter genders;

- all approvals, permissions, consents or acceptance required from Kabul Bank for any matter shall require the prior, written approval, permission, consent or acceptance of Kabul Bank;
- references to VISA/MASTERCARD regulations pertain to the guidelines issued by VISA/MASTERCARD to all the member banks of its network.
- in the event of any disagreement or dispute between Kabul Bank and the Card Member regarding the materiality of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise, the opinion of Kabul Bank as to the materiality of any of the foregoing shall be final and binding on the Card Member.
- the usage of the words "Kabul Bank Credit Card Agreement" on the Card or elsewhere, means these Terms and Conditions.

## II. CARD SERVICES

The Card is the property of Kabul Bank. Kabul Bank reserves the right to (1) ascertain the credit worthiness of the Applicant by obtaining credit bureau report and such other reports as it may deem necessary and (2) decline to issue a Card to any Applicant at its sole discretion. The Card is not transferable and its usage is subject to the terms mentioned herein and any additional conditions stipulated by Kabul Bank from time to time. The Card Member shall sign on the reverse of the Card immediately upon receipt of the same. The Kabul Bank Customer Care Centre and/or Kabul Bank's Internet Banking is available to all Card Members. The Card Members availing of any services / facilities including, but not limited to, enhancement of credit limit, enquiry on transactions, Total Amount Due, Statement details, Payment Due Date, etc. through Kabul Bank Customer Care Centre and/or Kabul Bank's Internet Banking, shall at all times continue to be bound by the terms and conditions stipulated by Kabul Bank with respect to the services / facilities and the mode of availing such facilities / services, as amended from time to time.

## III. USE OF THE CARD

In case of an internationally valid Card, the Card is valid world-wide except as provided in Clause (g) herein below. However, Kabul Bank and the Merchant Establishment concerned reserve the right, at any time, to refuse the use of the Credit Card at that Merchant Establishment for any reason whatsoever. The Credit Card may be used only for bonafide personal or official purposes and its use is not permitted to be exploited by the Card Member. In the event any charge for the availing of the purchase or other facility is levied by the Merchant Establishment, on the charges incurred by the Card Member, the same shall be settled with the Merchant Establishment and Kabul Bank shall in no manner be held liable for the same. On usage of the Card at the Merchant Establishment, the Card Member must collect a copy of the charge-slip at the time of signing the charge-slip. The Card Member shall be responsible for signing the charge-slip; in the event the charge-slip is not signed by the Card Member, the Card Member shall continue to be liable for the transaction/s and all charges in relation thereto. Kabul Bank shall not provide copies of the charge slips to the Card Member; provided however if the Card Member makes such request within forty-five days of the relevant transaction, Kabul Bank may, at its sole discretion, provide copies of the charge slips at a charge mentioned in the Tariff Annexure. Kabul Bank may, at its sole discretion agree to provide the Card Member with the facility of effecting mail order or telephone order purchases. The Card Member is aware that in case of mail order, telephone order or mobile purchases, the charge slips will not be signed by the Card Member at the time of the purchase. Accordingly, the Card Member accepts that, even in the event of any dispute regarding the authenticity or validity of such a purchase or a charge, for any reason whatsoever, the Card Member will make payment to Kabul Bank of all outstanding dues.

All disputes shall be a matter between, and will be settled by, the Card Member and the concerned Merchant Establishment. Kabul Bank shall not be liable, in any manner whatsoever, for the same.

The Card may be used: (i) Within the Credit-Limit notified by Kabul Bank to the Card Member; and (ii) not after the last date of the month embossed on its face.

The Card Member's right to use the Card shall cease forthwith: (i) In the event of termination pursuant to Clause V below; or (ii) in the event of loss /misuse or theft of Card.

By usage of the Card, Card Member is deemed to have made a standing request for renewal of period of the Card and/or for replacement Card be issued to each Card Member until such time as Kabul Bank / Kabul Bank Customer Care Centre/ Kabul Bank's Internet Banking is notified otherwise by the Card Member, and such renewal and/or replacement shall be subject to the sole discretion of Kabul Bank.

The Card Member shall act in good faith at all times in relation to all dealings with the Card and Kabul Bank.

The internationally valid Card issued to the Card Member is valid world-wide. The Card Member accepts full responsibility for wrongful use in contravention to these conditions and undertakes and agrees to indemnify Kabul Bank to make good any loss, damage, interest, conversion, any other financial charge that Kabul Bank may incur and/or suffer as a result of the Card Member committing violations of the provisions thereof.

Internationally valid Card and all other Cards cannot be used on internet or otherwise for purchase of prohibited items like lottery tickets, banned or proscribed magazines or services including downloads, participation in sweepstakes, payment for callback services etc.

Kabul Bank reserves the absolute discretion and liberty to decline or honour the authorisation requests on the Card without assigning any reason. In certain cases, subject to its sole discretion, Kabul bank may require the Card Member to contact Kabul Bank Customer Care Centre to authenticate the transaction before approving it and charging to the Card Account.

The Card Member agrees that he will not use the Card as payment for any illegal/unlawful purchase/purpose.

#### **IV. PERSONAL IDENTIFICATION NUMBER**

To enable the Card Member to use the Card, a Personal Identification Number (PIN) will be issued to him in the first instance. The PIN shall be mailed to him and in the event the same is not received in a sealed envelope the Card Member shall contact a Kabul Bank branch or the Kabul Bank Customer Care Centre. This PIN may subsequently be changed by the Card Member, at his own risk, at an ATM. The PIN provides access to the Card Account and the Card Member accepts the sole responsibility for use, confidentiality and protection of the PIN, as well as for all orders and information changes entered into the Card Account using such PIN. The Card Member shall not record the PIN in any form so as to facilitate the PIN coming to the knowledge of a third party. Kabul Bank is authorised by the Card Member for carrying out transactions and instructions authenticated by the PIN and shall not revoke the same. Kabul Bank has no obligation to verify the authenticity of the Transaction Instruction sent or purported to have been sent from the Card Member other than by means of verification of the Card Member's PIN. The Card Member shall at all times take all appropriate steps, including those as mentioned herein, to

maintain the security of the PIN. If the Card Member fails to observe the security requirements, he may incur liability for Kabul Bank. Kabul Bank may, in its absolute discretion, issue a new PIN on the existing Card. Subject to the provisions stated herein and as specified by Kabul Bank from time to time, the Card Member will not hold Kabul Bank liable in case of any improper/fraudulent/unauthorised/ duplicate/erroneous use of the Card and/or the PIN. Kabul Bank will also not be liable for any consequences connected with the use / misuse of the Card by any third party due to the Card falling in the hands of any third party or the PIN coming to the knowledge of any third party. If any third parties gain access to the services, including the Card Account, the Card Member will be responsible and shall indemnify Kabul Bank against any liability, costs or damages arising out of such misuse / use by third parties based upon or relating to such access and use, or otherwise.

## **V. BREACH & TERMINATION / WITHDRAWAL**

(a) Breach: In the event of breach of any of these Terms and Conditions by any Card Member; (i) notwithstanding any other provision of these Terms and Conditions the Card Member will remain liable for any loss directly or indirectly resulting from such a breach; and (ii) the Card Member will be liable to pay Kabul Bank, upon demand, all amounts outstanding from the Card Member to Kabul Bank, whether due and payable to Kabul Bank at the date of such demand or not.

(b) Termination / Withdrawal:

The Card Member may at any point of time, by notice in writing to Kabul Bank at Kabul Bank Limited, 10-42, Torabaz Khan, Shar-E-Naw, Kabul, Afghanistan, request for termination of the Card Account. The aforesaid notice will not take effect till the Card has been received by Kabul Bank. Save as aforesaid, neither the Card Account nor any Card may be terminated.

(ii) In the event Charges are incurred on the Card after the Card Member intimates to Kabul Bank to terminate the Card, but the Card has not been received by Kabul Bank, the Card Member shall be entirely liable for charges incurred on the Card, whether or not the same are the result of the misuse and whether or not Kabul Bank has been intimated of the termination of the Card.

(iii) Kabul Bank may at any time, with or without notice as to the circumstances, in Kabul Bank's absolute discretion terminate the Card Account and the Card.

(iv) On termination of the Card Account and notwithstanding any prior agreement between Kabul Bank and the Card Member to the contrary: (A) the total of all the Charges then outstanding, whether or not already reflected in the Statement and, (B) the amount of any Voluntary Charges incurred after termination (with effect from the date of relevant Transaction Instruction), shall become forthwith due and payable by the Card Member as though they had been so reflected, and interest will accrue thereon from the date such charges have been incurred, as applicable from time to time.

(v) Kabul Bank, at its sole discretion, reserves the right to, either temporarily or permanently, withdraw the privileges on the Card and/or cancel the Card at any time without giving any notice or assigning any reason therefore. In case of a temporary withdrawal, the privileges may be reinstated by Kabul Bank at its sole discretion. In case of a permanent withdrawal, Kabul Bank has the right to refuse membership to the Card Member permanently. However, it is made distinctly clear that withdrawal (temporary or permanent) shall constitute

automatic withdrawal of all attendant benefits, privileges and services attached to the Card. In the event of such temporary or permanent withdrawal, the Card Member shall continue to be fully liable for all charges incurred on the Card prior to such withdrawal, together with all other applicable charges thereon, unless otherwise specified by Kabul Bank. Card may be withdrawn and the Card Account may be closed at any time without reference to the validity period embossed on the Card. The Card Member agrees to surrender the Card to Kabul Bank, or its representative, upon being requested to do so. Use of the Card after the notice of withdrawal of its privileges is fraudulent and subjects the Card Member to legal proceedings.

## VI. CHARGES & PAYMENTS

Charges comprise each of the following:

(A) **Voluntary Charges** will include: The amount of any purchase of goods and/or service made by a Transaction Instruction; the amount of any cash advance provided pursuant to a Transaction Instruction; any amount, which the Card Member has requested Kabul Bank to debit the Card Account by virtue of a Transaction Instruction.

(B) **Involuntary Charges** will include: Any fees charged by Kabul Bank in respect of a Card Account or a Card, including joining, annual, replacement, renewal, handling, late payment and other fees. The joining / annual fees will be debited to the Card Account at Kabul Bank's prevailing rates. These fees shall be non-refundable. An annual fee towards renewal of membership shall be payable by the Card Member on or before the first anniversary of the Card. Service charges on specific types of transactions as decided by Kabul Bank from time to time may be levied. The method of computation of Involuntary Charges will be as notified by Kabul Bank from time to time.

(C) Kabul Bank's record of the amount of any Charge, specified herein above, shall, in the absence of manifest error, be final and binding on the Card Member, and shall be conclusive in any case where Kabul Bank has effected any payment pursuant to a Voluntary Charge. All statutory taxes, service tax, all other imposts, duties (including stamp duty and relevant registration charges, if any, in connection with the Card) and taxes (of any description whatsoever) as may be levied from time to time by the Government or other authority in respect of or in connection with the Card.

(D) Delayed or Amended Charges

A Merchant may process delayed or amended charges if the Card Member has consented to be liable for delayed or amended charges for a Hotel, Car Rental Company, or Cruise Line Transaction or any other transactions.

A delayed or amended charge shall be processed to the Card Account within 90 calendar days of the transaction date of the related transaction.

These transactions may include room, food or beverage charges, taxes, fuel, insurance, rental fees, damage to rental vehicles, parking tickets and other traffic violations, and goods and services purchase aboard a Cruise Line vessel.

(E) Charges in Foreign Currency

In respect of Cards other than internationally valid Cards, Kabul Bank will not be bound to take cognizance of, and will not be liable in any manner whatsoever in respect of any charges which are incurred in foreign currency.

Without prejudice to the aforesaid, any payment of such Charges made by Kabul Bank will be with full recourse to the Card Member, and will not be considered as absolving the Card Member of any liability in relation to incurring of such charges or payments thereof by Kabul Bank. Kabul Bank shall be fully indemnified and held harmless against all consequences of such payments, by the Card Member.

#### (F) Airline / Railway tickets

When a ticket is booked with the Card, the Card Member will have to pay for the purchase of the ticket subject to any additional charges, if applicable. For any ticket subsequently cancelled the amount will only be credited to the Card Account (less cancellation charges) as and when credit for the same is received by Kabul Bank. A transaction fee as applicable will be levied.

#### (G) Transactions at Fuel Stations

When the Card Member uses the Card to pay for fuel, he will be charged a transaction fee as mentioned in the Tariff Annexure.

(H) The Card Member shall become liable as soon as a Charge has been incurred by use of the Credit Card. If there is any outstanding (whether billed or not) remaining unpaid as on a Payment Due Date then such outstanding shall bear and carry such Charges as specified in the Tariff Annexure. The charge is computed on an average daily balance method and will be levied from either of the following dates: Where the charge is in respect of purchase of goods or services, from the date of it being included in the records of Kabul Bank. Where the charge is in respect of withdrawal of cash, from the date of such withdrawal up to the date of receipt of payment by Kabul Bank.

(I) Without any prejudice, the liability of the Card Member is to immediately pay all Charges on or before the Payment Due Date, as communicated in the Statement. If there is some unpaid TAD of the previous Statements, these will also be added to the TAD of the current Statement. If the total outstanding is more than the Credit Limit, then the amount by which the Credit Limit has been exceeded will also be included in the TAD. The interest would be charged on the amount of transaction from the date of the transaction till the date of repayment. The same shall additionally be subject to the following special terms and conditions:

On receipt of the Statement, the Card Member can make the payment in any of the following ways, by way of Cash, Cheque, through Kabul Bank's Internet Banking, or payment instructions, to Kabul Bank for the Total Amount Due as indicated in the Statement by the Payment Due Date.

All charges incurred by the use of the Card shall bear and carry a service charge in the manner as stated under (clause (H) above).

Unless otherwise agreed to by Kabul Bank, any payments received from the Card Member against amounts specified in a particular Statement shall be appropriated towards such dues in the following order:

1. All taxes, fees, interest, costs, charges, expenses;
2. Payment towards cash withdrawals and draft on phone facility;
3. Payment towards retail purchases.

Notwithstanding anything contained hereinabove: (i) Kabul Bank may, at its discretion, appropriate such payments towards the dues, if any, payable by the Card Member in respect of other facilities availed of by the Card Member

from Kabul Bank in the order specified in the relative documents or otherwise; (ii) the order of appropriation may be modified by Kabul Bank at its discretion.

Excess amounts, if any, remaining after such appropriation may be appropriated against the amounts, which are to be specified in the next Statement(s) to be generated by Kabul Bank. Kabul Bank will assign a Credit Limit to a Card Account, which must not be exceeded at any time. However, if the total outstanding exceeds the Credit Limit, an additional charge will be levied on the excess amount.

The Card Member shall be entitled to apply for a review / enhancement / reduction of the Credit Limit and/or Cash Limit (if provided by Kabul Bank), upon completion of 12 months of his membership. Alterations upon such review, if any, of the Credit Limit and/or Cash Limit will be at the sole discretion of Kabul Bank. Kabul Bank shall at its sole discretion be entitled to review (including enhancement or reduction) the Credit Limit and/or Cash Limit assigned on the Card at any time and only enhancements, if any, to the Credit Limit and/or the Cash Limit, shall be effected by Kabul Bank with the consent of the Card Member.

(J) Kabul Bank will be entitled, but not bound, to give effect to any instructions given by the Card Member to effect his Credit Card payments by crediting his Card Account and debiting, with like amount, such other account as may have been established by the Card Member with Kabul Bank. The whole of the outstanding balance on the Card Account, together with the amounts of any outstanding Card transactions, effected but not yet charged to the Card Account, shall become immediately due and payable in full to Kabul Bank, by the Card Member, his successors, nominees, legal heirs in the event of his death or insolvency or winding up of the business of the Card Member.

(K) The Card Member expressly accepts that if he fails to pay any money when due, or which may be declared due prior to the date when it would otherwise have become due, or commits any default under agreement with Kabul Bank under which the Card Member is enjoying any financial / credit / other facility, then, Kabul Bank shall, at its sole discretion, without prejudice, exercise all or any of its rights and remedies available to it in these Terms and Conditions and/or applicable laws.

(L) Without prejudice to the other rights of Kabul Bank hereunder, in case of delay in payment Kabul Bank reserves the right to withdraw the Credit Card privileges by instructing the Merchant Establishments not to honour the Credit Card. The Card Member accepts that, at its sole discretion, Kabul Bank or its appointed representatives / agents, may at any time follow up with him for payment against charges earlier incurred on the Card. The Card Member also agrees to pay all costs (including legal costs) of collection of all dues, all charges incurred by Kabul Bank for related and incidental matters including, charges for renewal / replacement of a Card, for duplicate Statement / charge-slip, transaction fee for cash advance, collection charges for outstation cheques, penal fees for returned payments and like expenses, and in the event of legal action initiated, all legal expenses and decretal amount with interest.

\*For details on all Charges refer Tariff Annexure.

## **VII. CASH WITHDRAWAL**

The Card Member can use the Card to access emergency cash from teller counters at Kabul Bank branches / Automated Teller Machines (ATMs) of select Kabul Bank locations or correspondent banks / other locations as decided periodically by Kabul Bank and as specified by Kabul Bank to Card Member from time to time . The total

amount that can be withdrawn under this facility at any point in time should not exceed the available Cash Limit as specified by Kabul Bank for each Card Member. The Card Member shall be required to retain the record of the transaction, generated by the ATM, with him. A transaction fee would be levied on all charges and would be billed to the Card Member in the Statement communicated thereafter. In addition, all cash withdrawals will also attract a service charge calculated on an average daily outstanding balance method from the date of such withdrawal till the payment is received by Kabul Bank. This service charge will be debited to the Card Account.

The transaction fees and service charges as mentioned above are non-refundable. The Cash Limit shall be made available to the Card Member by Kabul Bank at its sole discretion and on such terms as may be communicated by Kabul Bank from time to time.

## **VIII. SUPPLEMENTARY CARD**

Upon receipt of a request by the Primary Card Member for issuance of an add-on Card to the family member(s) of the Primary Card Member, Kabul Bank shall at its sole discretion issue a Supplementary Card to the family members of the Primary Card Member on such terms and conditions as decided by Kabul Bank from time to time. The usage of the Supplementary Card shall be deemed acceptance of these Terms and Conditions. The holder of any Supplementary Card and the Primary Card Member, authorising its issuance, are jointly and severally bound /liable by these Terms and Conditions / for payment, however it shall be the Primary Card Member's responsibility to ensure payment of all charges due and payable under the Supplementary Card. The facility of a Supplementary Card, being a special facility at such fee/rate as may be stipulated by Kabul Bank from time to time, continuation of the membership of the Supplementary Card Member will be solely dependent on the continuation of membership of the Primary Card Member.

## **IX. LOST, STOLEN OR MISUSED CREDIT CARDS**

If a Card is lost or stolen, the Card Member must report the loss / theft to Kabul Bank Customer Care within 24 hours of such loss / theft. However, in case of loss of Card due to theft, the Card Member must also file a report with the local police station and should be able to produce a copy of the same upon request by Kabul Bank. Kabul Bank will, upon adequate verification, suspend the Card Account and terminate all facilities in relation thereto and will not be liable for any inconvenience caused to the Card Member. Card Members shall take cognizance of the fact that once a Card is reported lost, stolen or damaged, the Card cannot be used again, even if found subsequently. The Card Member declares that if a Card is reported lost, damaged or stolen, it shall not be used again, even if found or said to be in a non-damaged condition subsequently. In such cases, the Card Member shall promptly return the same to Kabul Bank for cancellation. The Card Member is responsible for the security of the Card and shall take all steps towards ensuring that the Card is not misused. In the event that Kabul Bank determines that the Card Member has failed to take the steps as mentioned above in case of loss / theft /destruction of the card and the same are questionable, financial liability on the lost, stolen or damaged card would rest with the Card Member and could even result in cancellation of the Card Account. No liability shall attach to the Card Member for any unauthorized transactions done on the Card after the reporting of the loss / theft / damage of the Card and upon Kabul Bank having suspended the Card Account. Liability of any transaction made on the Card post reporting its loss / theft / damage shall fall upon the Bank. However, in case of any dispute relating to the time of reporting and/or transaction(s) made on the Card, post reporting of the said Card as being lost / stolen / misused, Kabul Bank reserves the right to ascertain the time and/or the authenticity of the disputed transaction.

## **X. EXCLUSION OF LIABILITY**

Without prejudice to the remedies available to Kabul Bank and these Terms, Kabul Bank shall be under no liability whatsoever to the Card Member in respect of any loss or damage arising directly or indirectly out of:

- any defect in any goods or services supplied;
- the refusal of any person / Merchant Establishment to honour or accept a Card;
- the malfunction of any computer terminal;
- the giving of Transaction Instruction by any person other than by a Card Member;
- handing over of the Card by the Card Member to anybody other than Kabul Bank or its representatives;
- Kabul Bank exercising its right to demand and procure the surrender of the Card prior to the expiry date exposed on its face;
- the exercise by Kabul Bank of its right to terminate any Card and the Card Account;
- any injury to the credit character and reputation of the Card Member alleged to have been caused by the repossession of the Card and/or, any request for its return or the refusal of any merchant establishment / mail order establishment to honour or accept the Card;
- any misstatement, misrepresentation, error or omission in any details disclosed by Kabul Bank;

In the event a demand or claim for settlement of outstanding dues from the Card Member is made, either by Kabul Bank or any person acting on behalf of Kabul Bank, the Card Member agrees and acknowledges that such demand or claim shall not amount to be an act of defamation or an act prejudicial to or reflecting upon the character of the Card Member, in any manner.

## **XI. BILLING**

All Card Members will be billed on a monthly basis for all Charges incurred by the use of Card and for all charges applicable to the Card Account. Kabul Bank shall endeavor that no delay is caused in dispatching the Statement to the Card Member. However, there may be no statement generated for the period in which there has been no outstanding due and no transaction on the Card Account in the preceding month. Kabul Bank shall endeavor to provide Statement online with suitable security to ensure that the Statement can be accessed only by the Card Member. In the event of non-receipt of the Statement, for any reason whatsoever, there being no delay on part of Kabul Bank in dispatching them, the Card Member shall pay Kabul Bank the sum total of all dues calculated by using copies of the charge slips in his possession by the Payment Due Date or by enquiring the same by calling Kabul Bank Customer Care Centre.

## **XII. AUTO DEBIT FACILITY**

The Card Member may avail of auto debit facility for making the payments of the Card dues. On availing the auto debit facility, the bank account of the Card Member (details of which shall be provided to Kabul Bank) will be debited, for the amount mentioned above, on the Payment Due Date as indicated in the Statement sent to the Card Member. Provided, however, that the Payment Due Date should be a Business Day otherwise the bank account shall be debited on the Business Day immediately preceding the holiday. In the event of the said bank account not having sufficient funds on the Payment Due Date, the Card Member shall be liable to pay all the Charges applicable in addition to the Card dues. The Card Member agrees and confirms that all the particulars submitted to Kabul Bank by the Card Member for availing the auto debit facility shall be correct and complete. Kabul Bank shall not be liable if the auto debit transaction is delayed or not effected at all for reasons of incomplete or incorrect information or for any reason whatsoever. The Card Member further agrees and

undertakes to inform the Card Member's bank of the auto debit instructions issued in favour of Kabul Bank and not to close the said bank account without the prior consent of Kabul Bank. Such instructions cannot be withdrawn / cancelled except with the written consent of Kabul Bank.

### **XIII. RETURNED PAYMENTS**

In case the cheque, or any other payment instrument or instruction given by the Card Member, towards payment of his Card dues, is not honoured, or must be returned to the Card Member because it cannot be processed, Kabul Bank reserves the right to initiate legal proceedings against the Card Member and will levy fee at its sole discretion and/or temporarily/permanently cancel the Card. The Card Member will also be liable to pay the cheque return charges and late payment charges or any other charges as may be decided by Kabul Bank.

### **XIV. DISPUTES**

Any charge slip, or other payment requisition, received by Kabul Bank for payment shall be conclusive proof that the charge recorded on such a charge slip or other requisition, was properly incurred by the Card Member, unless the Credit Card is lost, stolen or fraudulently misused and the same is reported as provided in Clause IX herein above, the burden of proof for which shall be on the Card Member. The other payment requisition referred to in this clause shall include any and all payments pertaining to permissible expenses incurred by a Cardholder at a Merchant Establishment by use of the Card which is not recorded as a Charge. Signature of the Card Member on such charge slips together with the Card number noted thereon shall be conclusive evidence of the liability incurred by the Card Member. Kabul Bank shall not be required to ensure that the Card Member has duly received the purchased goods or services. In the event the Card Member chooses to disagree with a charge indicated in the Statement, the same should be communicated to Kabul Bank within 20 (Twenty) days of receipt of the Statement, failing which it would be construed that all Charges indicated in the Statement are in order.

### **XV. SECURITY**

In case of a secured Credit Card the whole of the outstanding balance on the Card Account, together with the amount of any outstanding Card transactions along with interest and all other cost, charges as mentioned hereunder, effected but not yet charged to the Card Account during the usage of the Credit Card by the Card Member will be secured by way of pledge / hypothecation of such securities / fixed deposits / such other assets as approved by Kabul Bank standing in the name of the Card Member singly or jointly with any other person or securities standing in the name of the third party, in the form and manner as prescribed by Kabul Bank. The Card Member shall execute all such documents in the form and manner satisfactory to Kabul Bank for creation of the security. Costs involved in creation of security and completion of all other formalities, including but not limited to any statutory levies, etc. shall be borne by the Card Member.

### **XVI. COLLECTIONS**

Kabul Bank shall be entitled, at the sole risk and cost of the Card Member, to engage one or, more person(s) to collect the Card Member's dues and/or to enforce any security provided by the Card Member, and Kabul Bank may (for such purposes) furnish to such person(s) such information, facts and figures pertaining to the Card Member and the security as Kabul Bank deems fit. Kabul Bank may also delegate to such person(s) the right and authority to perform and execute all acts, deeds, matters and things connected therewith, or incidental thereto, as Kabul Bank deems fit.

#### **XVII. QUALITY OF GOODS & SERVICES**

Kabul Bank shall not, in any way, be responsible for merchandise, merchandise warranty or services purchased, or availed of by the Card Member from Merchant Establishments, including on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods by the Card Member. It must be distinctly understood that the Credit Card is purely a facility to the Card Member to purchase goods and/or avail of services, Kabul Bank holds out no warranty or makes no representation about quality, delivery or otherwise of the merchandise. Any dispute or claim regarding the merchandise must be resolved by the Card Member with the Merchant Establishment. The existence of the claim or dispute shall not relieve the Card Member of his obligation to pay all the Charges to Kabul Bank and the Card Member agrees to pay such charges promptly.

#### **XVIII. CREDIT TRANSACTION**

A debit for a purchase and a subsequent credit for cancellation of goods / services are two separate transactions. The Card Member must pay for the purchase transaction as it appears in the Statement to avoid any additional charges being levied. On cancellation the refund will only be credited to the Card Account (less cancellation charges) as and when received by Kabul Bank. However, on successful submission of credit charge slip by the Card Member, the credit shall be posted to the Card Account. If the credit is not posted to the Card Account within a reasonable time, the Card Member must notify Kabul Bank.

#### **XIX. CHARGES MADE IN FOREIGN COUNTRIES**

The Card Member declares that the Credit Card issued to him, if used overseas shall be utilised strictly in accordance with the relevant exchange control regulations, issued and as amended by DAB from time to time. In the event the Card Member exceeds his entitlements as per the exchange control guidelines of DAB, the Card Member shall bring the same immediately to the notice of Kabul Bank in writing. If the passport is required to be endorsed for any such charges incurred as stipulated by DAB, the onus of getting the passport endorsed shall lie entirely on the Card Member. In the event of any failure to comply with the prevailing exchange control guidelines issued by DAB by the Card Member, he shall be liable for any action under the relevant laws and regulations as amended from time to time, and be debarred from the Card facility either at Kabul Bank's instance or by DAB. Kabul Bank shall be under no liability in respect of any loss or damage arising directly or indirectly out of decline of a charge because of exceeding foreign exchange entitlements as prescribed by DAB guidelines issued from time to time, on Kabul Bank becoming aware of the Card Member exceeding his entitlements. All charges in foreign currency will be billed in the Card Member's Statement in USD (United States Dollar). Kabul Bank shall be entitled to convert charges incurred in foreign currency to the USD (United States Dollar) equivalent thereof at such rate as Kabul Bank may from time to time deem to be the existing rate.

#### **XX. DISCLOSURES**

The Card Member undertakes and authorises Kabul Bank and its Group Companies to exchange, share or part with all the information, data or documents relating to his application to other Kabul Bank Group Companies / banks / financial institutions / credit bureaus / agencies / regulatory authorities / statutory bodies / tax authorities / Central Information Bureaus / such other persons as Kabul Bank / its Group Companies may deem necessary or

appropriate or as may be required for use or processing of the said information / data by such person(s) or furnishing of the processed information / data / products thereof to other banks / financial institutions / credit providers / users registered with such persons and shall not hold Kabul Bank / its Group Companies liable for use of this information. In case the Card Member commits a default in payment or repayment of principal amount of any financial assistance / facilities / credit facility or interest / charges due thereon, Kabul Bank and/or the DAB will have an unqualified right to disclose or publish the details of the default and the name of the Card Member / or its Directors / Partners / Supplementary Cardholders, as applicable, as defaulters in such manner and through such medium as Kabul Bank or DAB in their absolute discretion may think fit. Kabul Bank shall disclose information relating to credit history / repayment record and/or days past due status of the Card Member to a credit information bureau (specifically authorized by DAB) through Statements.

Acceptance of an application for a Credit Card is based on no adverse reports of the Card Member's credit worthiness. Kabul Bank may report to other banks or financial entities any delinquencies in the Card Account or withdrawal of the Card Member's credit facility through the Card or otherwise. Based on the receipt of adverse reports (relating to credit worthiness of the Card Member or his / her family members), Kabul Bank may, after 15 days prior notice in writing, cancel the Credit Card, whereupon the entire outstanding balance in the Card Account as well as any further charges incurred by use of the Card, though not yet billed to the Card Account, shall be immediately payable by the Card Member. Kabul Bank shall not be obliged to disclose to the Card Member the name of the bank or financial entity from where it received or to which it disclosed information.

## **XXI. DEBT ASSIGNMENT**

Kabul Bank shall have the right to transfer, assign and sell in any manner, in whole or in part, the Credit Card outstanding and dues to any third party of its choice without reference or intimation to the Card Member. Notwithstanding any such sale, assignment or transfer, Kabul Bank shall be fully empowered to proceed against the Card Member. The Card Member shall be liable for all costs and expenses on account of any such assignment, sale or transfer and recovery of outstanding and dues.

## **XXII. MISCELLANEOUS**

Kabul Bank reserves the right to offer to the Card Members, whose accounts have been maintained in good standing as per the credit norms of Kabul Bank, certain facilities, memberships and services at such fees and on such terms and conditions as it may deem fit. Kabul Bank reserves the right to waive or reduce the fees and to withdraw such benefit at any time without prior notice and without liability to the Card Member. Any termination of membership, because of a violation of these Terms and Conditions, shall result automatically in the termination of such facilities and services. Kabul Bank shall not be liable, in any way, to the Card Member, in case of defect or breach in the performance of carrying out such facilities, memberships or services or the non-performance thereof, whether by Kabul Bank, or a Merchant Establishment or any other third party.

Kabul Bank reserves the right to use the information provided by the Card Member on his application and during surveys, information from external sources, including consumer reports, for marketing activities carried out by Kabul Bank / Affiliates. Kabul Bank may use this information to develop mailing lists that may be used by companies with whom Kabul Bank shall work to develop marketing offers for the Card Members.

Kabul Bank reserves the right to revise the policies, features and benefits offered on the Card from time to time and may notify the Card Member of any such revisions / changes in any manner deemed appropriate. The Card

Member will be bound by such revisions / changes unless the Card is returned to Kabul Bank for cancellation before the date on which the revisions / changes are made. The details of all transactions recorded in the Card Account of the Card Member may be shared with Credit Reference Agencies, lenders and/or other agencies for the purposes of assessing further applications for credit by the Card Member and/or his family members, and for fraud prevention. In addition to the general right to set off or other right conferred by law or under any other agreement, Kabul Bank may, without notice, combine or consolidate the standing balance on the Card Account with any other account(s) which the Card Member maintains with Kabul Bank and its Group Companies, and set-off or transfer money standing to the credit of such other account(s) in or towards the satisfaction of the Card Member's liability to Kabul Bank under his Card Account.

The Card Member shall forthwith notify Kabul Bank of any change in his name, address, contact number and e-mail id for communication as stated in the application form for the Card. Kabul Bank reserves the right to change the Card Member's address in its records if such change in address comes to the notice of Kabul Bank. The responsibility shall be solely of the Card Member to ensure that Kabul Bank has been informed of the correct address for communication, and Kabul Bank disclaims all liability in case of an incorrect address resulting in any loss or liability for the Card Member.

The Card Member shall comply with all such terms and conditions as Kabul Bank or its Affiliates may prescribe from time to time for facilities / services availed by the Card Member. All such transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centres, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of Kabul Bank or its Affiliates, for and in respect of such facilities / services offered, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the terms and conditions prescribed by Kabul Bank or its Affiliates for such facilities / services, as may be prescribed from time to time.

### **XXIII. SET-OFF**

(i) Kabul Bank and its group companies shall have the paramount right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits of any kind and nature (including fixed deposits) held / balances lying in any other account(s) of the Card Member maintained with Kabul Bank and / or its group companies, whether in single name or joint name(s) and on any monies, securities, bonds and all other assets, documents and properties held by / under the control of Kabul Bank and/or its group companies (whether by way of security or otherwise pursuant to any contract entered / to be entered into by the Card Member in any capacity) towards the satisfaction of the Card Member's liability under his Card Account. Kabul Bank and/or its group companies are entitled without any notice to the Card Member, to settle any indebtedness whatsoever owed by the Card Member to Kabul Bank and/or its group companies, (whether actual or contingent, or whether primary or collateral, or whether joint and/or several) hereunder or under any other document / agreement, by adjusting, setting-off any deposit(s) and/or transferring monies lying to the balance of any account(s) held by the Card Member with Kabul Bank and/or its group companies notwithstanding that the deposit(s)/ balances lying in such account(s) may not be expressed in the same currency as such indebtedness. Kabul Bank's and its group companies' rights hereunder shall not be affected by the Card Member's bankruptcy, death or winding-up. It shall be the Card Member's sole responsibility and liability to settle all disputes / objections with any such joint account holders.

(ii) In addition to the above mentioned right or any other right which Kabul Bank and its group companies may at any time be entitled whether by operation of law, contract or otherwise, Kabul Bank is authorised / will be

entitled: (a) to combine or consolidate at any time all or any of the accounts and liabilities of the Card Member with or to any branch of Kabul Bank and/or its group companies; (b) to sell or otherwise dispose off any of the Card Members' securities or properties held by Kabul Bank by way of public or private sale or otherwise without having to institute any judicial proceeding whatsoever and retain / appropriate from the proceeds derived there from the total amount outstanding to Kabul Bank and/or its group companies from the Card Member, including costs and expenses in connection with such sale or disposal; and (c) in case of cross currency set-off, to convert an obligation in one currency to another currency at a rate determined at the sole discretion of Kabul Bank and/or its group companies.

#### **XXIV. SETTLEMENT OF DISPUTES**

All disputes are subject to the exclusive jurisdiction of the competent Courts in Afghanistan only.

#### **XXV. CHANGING THESE TERMS AND CONDITIONS**

Kabul Bank shall have the absolute discretion to amend or supplement any of the Terms and Conditions, features and benefits offered on the Card including, without limitation to, changes which affect existing balances, interest charges or rates and methods of calculation at any time. The Card Member shall be liable for all charges incurred and all other obligations under these revised Terms and Conditions until all the amounts under the Card are repaid in full. Kabul Bank may communicate the amended Terms by hosting the same on the Internet Banking service of Kabul Bank or in any other manner as decided by Kabul Bank. The Card Member shall be responsible for regularly reviewing these Terms and Conditions including amendments thereto as may be posted on its website and shall be deemed to have accepted the amended Terms and Conditions by continuing to use the Card. Any change in the Terms and Conditions (other than interest charges and rates) shall be communicated to the Card Member, in the manner as aforesaid, one month prior to the date of their implementation.

#### **XXVI. NOTICES**

All notices or other communications under or in connection with these Terms and Conditions including all amounts due from the Card Member shall be given in writing to Kabul Bank Limited, 10-42, Torabaz Khan, Shar-E-Naw, Kabul, Afghanistan and, unless otherwise stated, may be made by letter or facsimile. Any such notice or other communication will be deemed to be effective: (i) if sent by letter, when delivered personally or if dispatched by post, when recall of the letter is outside the control of the sender; and (ii) if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number). Provided, however, that no notice or communication to Kabul Bank shall be effective unless actually received and acknowledged by Kabul Bank. Notices or communication to the Card Member may be made to: (i) the Card Member's address or facsimile number as recorded in Kabul Bank's records and to which notices / communications are to be sent (as specified in the Application Form), and (ii) Kabul Bank's zonal / regional / branch /office address or facsimile number (as specified in the Application Form), or to such other address or facsimile number as may be designated by the Card Member and Kabul Bank in writing to each other. In the event of any failure by the Card Member to notify Kabul Bank in writing of any changes in his contact address or details, service of a notice / correspondence to the address specified in the Application Form or last given by the Card Member shall be deemed to be proper and sufficient service on the Card Member irrespective of whether or not such notice shall be returned "unserved" to Kabul Bank. A notice published in the

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newspaper available in the area of residence or work of the Card Member shall be sufficient notice to the Card Member from the date of its publication; provided however, a notice in a newspaper shall not be effective against Kabul Bank unless acknowledged by Kabul Bank.