Mutual Trust Bank PLC (MTB) Google Pay Terms and Conditions

These Terms and Conditions ("Terms") govern the use of eligible MTB Credit, Debit and Prepaid Cards ("Card") through Google Wallet ("Google Pay") By adding an eligible MTB Card to Google Wallet, you agree to these Terms together with the applicable Card Terms and Conditions.

1. Definitions

(a) '**Google Pay**' or "Google Wallet" means the digital wallet, and payment platform, and service provided by Google for making secure, contactless, in-app or online purchases. Eligible Card means an MTB-issued Credit, Debit or Prepaid Card approved for Google Pay use. Device means a compatible Android device.
(b) "**Bank**" means Mutual Trust Bank PLC or MTB, its successors and its assignees.

(c) "**Card**" means an eligible payment card issued by the Bank to the Cardholder and includes Primary, Supplementary and Replacement Credit, Debit or Prepaid Cards approved for Google Pay use.

(d) "**ATM**" means an Automated Teller Machine, which accepts Card(s).

(e) "**POS**" means a Point of Sale Machine or contactless terminal, which accepts Card payments.
(f) "Client" or '**Card Account**' means and individual who actively maintains an active MTB Cards and has fulfilled all required regulatory due diligence.
(h) '**Merchant**' means an authorized commercial establishment or online entity that ha agreed to honor the card upon proper presentation through payment networks.
(i) '**PIN**': means the Personal Identification Number issued to or set by the Cardholder to enable the card to be used at an ATM and a POS or through device authentication.
(j) **Compatible device** means a supported Android smartphone, tablet or other device (such as a smartwatch) or other platform capable of tokenizing an MTB Card, as designated by the Bank and Google from time to time.

2. Eligibility, Registration and Activation

(a) Customers must hold an active eligible MTB issued card, possess a compatible Android device, use the official Google Wallet application, and successfully complete all verification requirements designated by MTB.
(b) Cards may be added through Google Wallet following successful tokenization and authentication via One-Time Password (OTP) or other verified methods prescribed by MTB.
(c) Google Pay may be used for contactless payments, online purchases, in-app purchases and other supported services using Compatible device.

3. Cardholder's Security & responsibility

(a) Cardholders must protect their Compatible Devices, PINs, passwords, biometric credentials, and device authentication methods and immediately report any suspected compromise or unauthorized use.
(b) Cardholders must promptly remove registered cards from Google Pay and notify MTB immediately in the event that their device is lost, compromised or stolen.
(c) MTB shall not be liable for any unauthorized transactions if the Cardholder has acted negligently, including but not limited to failing to secure their card or device, sharing authentication credentials, using unsecured networks for transactions, or failing to immediately notify MTB upon suspicion of fraud or unauthorized access. The Cardholder shall bear full responsibility for any losses resulting from such negligence, and MTB reserves the right to deny claims arising from delayed reporting.
d) MTB may, at its sole discretion, suspend, restrict, or terminate the Google Pay service upon detecting fraudulent or suspicious activity, cybersecurity risks, or non-compliance with applicable laws, regulations, or internal policies.
e) MTB reserves the right to recover losses from the Cardholder where unauthorized transactions occur due to the Cardholder's negligence. Furthermore, MTB shall not be liable for fraudulent transactions arising from acts, omissions, security breaches, or failures of third-party payment processors, merchants, service providers beyond MTB's reasonable control.

4. Fees, Charges and Transaction Limits

(a) All applicable interest, fees, taxes, and charges that apply to the standard MTB Debit/Prepaid/Credit Card will also apply to all transactions executed via Google Wallet.
(b) The Client will bear all fees, charges, data tariffs, and expenses imposed by any mobile phone service providers, telecommunications entities, or retailers for making transactions using Google wallet.
(c) MTB reserves the right to introduce, amend, revise, or discontinue any fees, charges, or pricing structures associated with Google Pay transactions at its sole discretion. Changes shall be communicated to Cardholders through official channels, and continued use of the service shall constitute acceptance. (d) All transactions shall remain subject to applicable card limits, Bank-imposed velocity limits, and regulatory limits issued by Bangladesh Bank. International transactions are strictly governed by the Foreign Exchanges Regulation Act.

5. Disputed Transactions

(a) Disputes shall be handled in accordance with standard MTB card dispute procedures and applicable Network specific rules.
(b) Any claim relating to unauthorized transactions, billing discrepancies, or merchant-related issues must be reported to MTB within the applicable dispute reporting timeframe prescribed by the Bank and relevant payment scheme rules.
(c) MTB does not warrant or guarantee reimbursement for transactions involving third-party dispute failurs. Resolution of disputes concerning the quality, delivery, or performance of goods/services remains strictly between the Cardholder and the respective Merchant. Any facilitation provided by MTB shall not be construed as an admission of liability.

6. Disclaimers and Limitation of Liability

(a) MTB shall not be liable for any inability to access or use Google Pay, including instances where Google Pay is unavailable, unsupported, or not accepted by a merchant or third party.
(b) MTB does not control and is not responsible for the security, availability, functionality, accuracy, or performance of Google Pay or any services managed by Google. Use of Google Pay is subject to the third-party terms and policies of Google.
(c) MTB disclaims all liability for any loss, damage, delay, or inconvenience arising from system failures, technical malfunctions, service outages, network disruptions, cybersecurity incidents, or errors attributable to Google Pay, Google's systems, third-party service providers, or payment networks. Cardholders acknowledge that use of Google Pay is at their own risk.

7. Privacy and Disclosure, and Use of Information

(a) MTB may collect, use, process, and disclose Cardholder information in accordance with applicable laws, data protection directives, and MTB's privacy policies.
(b) MTB may disclose customer or transactional information to Bangladesh Bank, law enforcement agencies, regulatory authorities, payment networks, anti-money laundering authorities, or courts as required or permitted by law, without prior notice or consent.
(c) MTB and its authorized service providers may collect, store, and process information for legitimate banking, operational, identity verification, customer due diligence, sanctions screening, fraud monitoring, and compliance checks as detailed in full under bank regulatory mandates.

8. General Provisions

(a) Existing Card Terms Remain Applicable: The addition of an MTB Card to Google Pay does not alter or replace the foundational agreements governing the Cardholder's relationship with MTB. All standard Card terms and conditions remain fully incorporated by reference.
(b) Electronic Communications: Cardholder's consent to receive all notices, disclosures, alerts, and security notifications electronically via SMS, email, push notifications or the MTB Mobile Banking App. Cardholders must ensure contact information is kept up to date.
(c) Amendment and Termination: MTB reserves the right to amend, update, modify, suspend, or discontinue the Google Pay service or these Terms at any time. Continued use of the service following updates published on MTB's official website or application constitutes binding acceptance.
(d) Governing Law and Dispute Resolution: These terms shall be governed by and construed in accordance with the laws of the People's Republic of Bangladesh. any dispute arising out of the use of Google Pay shall be subject to the exclusive jurisdiction of the competent Court of Bangladesh.
(e) Indemnity: The Client agrees to indemnify, defend, and hold harmless MTB against any losses, damages, liabilities, or claims arcing from the misuse of Google Pay or a breach of these terms by the Cardholder.

9. Contact Information

MTB Contact Centre
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