

FirstCaribbean Visa™ Debit Cardholder Agreement

The FirstCaribbean Visa™ Debit Cardholder Agreement (“Agreement”) provides and explains the terms and conditions governing the use of the Visa Debit Card at all times. Please read it carefully and retain the Agreement for Your records.

Words and phrases used in this Agreement shall be construed so that the singular includes the plural and the plural includes the singular. The words “Bank”, “FirstCaribbean”, “we”, “our” and “us” refer to FirstCaribbean International Bank (Barbados) Limited or FirstCaribbean International Trust and Merchant Bank (Barbados) Limited or FirstCaribbean International Finance Corporation (Barbados) Limited or FirstCaribbean International (Bahamas) Limited or FirstCaribbean International Bank (Cayman) Limited or FirstCaribbean International Finance Corporation (Cayman) Limited or FirstCaribbean International Bank (Curaçao) N.V. or FirstCaribbean International Bank (Jamaica) Limited or FirstCaribbean International Finance Corporation (Netherlands Antilles) N.V. or FirstCaribbean International Finance Corporation (Leeward and Windward) Limited or FirstCaribbean International Bank (Trinidad & Tobago) Limited or FirstCaribbean International Wealth Management Bank (Barbados) Limited and such other subsidiaries or affiliates of FirstCaribbean International Bank Limited as may from time to time hereafter come into existence and any successors or assignees of these companies. The words “You” and “Your” refer to the Owner of the specific account for which the Card is issued and for which Card transactions are permitted (the “Designated Account”). If “You” or “Your” includes more than 1 person, “You” or “Your” means each of you. All of you are individually and together responsible under and bound by this Agreement and are jointly and severally liable to pay us for any amounts any of you may owe in respect of the Card or Your Designated Account. If You allow someone else to use Your Card or Your Card number, You will be liable for any charges incurred by that person even though You intended to limit Your authorisation for a particular use or time. The word “Card” or “Visa Debit Card” refers to each Visa Debit Card issued at Your request, and the word “Cardholder” refers to You and any other person authorised by you or on Your behalf to use the Card. “PIN” means a personal identification number which is provided by FirstCaribbean or selected by the Cardholder and which authenticates a Cardholder when a Card is used at ABMs or other devices which require a PIN.

PERSONAL IDENTIFICATION NUMBER (PIN)

Your PIN is equivalent to your signature. Therefore, You must keep your PIN absolutely confidential; it is for Your use alone. You will not tell anyone else (including a close family member or friend, or any bank, public official or merchant) what Your PIN is. When choosing a PIN, You will not use all or any part of:

- Your name, or a close relative’s name;
- Your birth date, year of birth, telephone number or address, or a close relative’s;
- A number on Your Card, or any other account number;
- A number on any ID card You keep with or near Your Card (such as Your Passport number or driver’s license number); or
- Any other number which can be easily obtained or guessed by someone else.

You understand that You should memorize Your PIN rather than keep any written record of it.

If a printed PIN is requested on receipt of the PIN, You will destroy the document on which the PIN is printed. However, if You decide that You truly need to keep a written record, You agree that:

- You will store the PIN in a safe place;
- You will not record any PIN on, or near, Your Card;
- Your PIN must be disguised within the written record You make, so that no one else can easily guess that it is a record of Your PIN; and
- You will not record Your PIN on, or near, a telephone.

In the event that You know or suspect that someone else knows Your PIN, You must change Your PIN immediately, and contact us by telephone.

If You fail to comply with any obligation in the Section entitled “Personal Identification Number (PIN)” and someone other than You makes any PIN-based Transactions on Your Designated Account, You will be liable for those Transactions and any interest, fees and losses incurred, to the maximum extent permitted by law. This applies regardless of whether:

- (i) the Transactions occurred after a Card was lost or stolen; or
- (ii) the Transactions were authorised by You or not.

USE OF CARDS

You will ensure that each Card is signed immediately upon receipt and will take every reasonable precaution to keep it safe. This Card is not a credit card and its issuance does not entitle You to overdraw Your Designated Account or otherwise obtain credit from us. You understand that the dollar amount and associated fees of purchases with this Card will be deducted from Your Designated Account. You understand that by activating and using Your Card, You agree to accept and irrevocably honour any and all terms and conditions set out in this Agreement. The Card(s) is our property and we may in our sole discretion refuse to reissue or replace Your Card at any time. You will not use Your Card for any illegal, improper or unlawful purpose. We reserve the right to refuse our authorisation for certain types of transactions as determined by us. You agree and accept that the use of the Card will be at all times subject to statutory restrictions, and/ or regulations that any regulatory authority may impose. You acknowledge and accept that any transaction that FirstCaribbean, in its sole discretion, considers to be in breach of any statutory restrictions, regulations, procedures, suspicious and/or illegal activity or use of the Card for an illegal, improper or unlawful purpose, will be declined.

Once You have sufficient funds in Your Designated Account, Your Card(s) may be used for the purchases/ services mentioned below, but not to exceed the daily transaction limits. Should You require a higher maximum daily limit for a special circumstance, please contact us. From time to time there may be exceptions to the daily transaction limits due to security procedures or local interchange restrictions. You can access Your Designated Account through the following Banking Channels (where available):

- Designated Automated Teller Machines (“ATM”);
- Debit Point of Sale (POS) Terminals that display the VISA and VISA Electron symbols or any other system that we may designate from time to time for purchase transactions paid using Your Card;
- FirstCaribbean Online Banking.

You authorise us to accept any of Your instructions, using any of the delivery channels outlined above, as if those instructions were given in writing; e.g. instructions to make bill payments, transfer funds between accounts, complete foreign exchange transactions i.e. drafts, wires etc. or any other banking service offered by us from time to time.

TRANSACTION LIMITS

We may establish and change limits, dollar or otherwise, from time to time, on the various transactions which may be available, without prior notice to You. Under certain circumstances, such as system down time, transactions may be further limited. Cumulative limits (e.g. daily, weekly or per transaction) vary from country to country and notice is provided in a readily available place in our branches or such other means as designated by us.

CONTACTLESS TRANSACTIONS

This Agreement applies to contactless transactions. We and/or participating merchants may, in our discretion, establish a maximum transaction limit from time to time for contactless transactions. As a result, You may need to use your physical Card to complete a transaction if You exceed these limits, even if Your Designated Account has sufficient funds.

TRANSACTION CHARGES AND FEES

The Bank may impose such fees and charges in respect of its services in connection with Your Designated Account and such other services, products or agreements as are agreed with You in writing from time to time. In the absence of any such agreed fees and charges, the Bank may impose its customary fees and charges. The Bank may vary at its sole discretion the amount and the way of calculating those customary fees and charges by mailing a notice to You (or otherwise publishing it). Any such variations shall take effect as between You and the Bank forty-five (45) calendar days after such variations have been made and You will be deemed to have accepted the variations if You use Your Card or access Your Designated Account in any way after the effective date as stated herein. The Bank may (without any notice) debit all fees and charges due by You from Your Designated Account, irrespective of whether the fees and charges due relate to or result from any such account. All payments by You under this Clause shall be made free of withholding or deduction on account of tax or other charges.

You shall pay to the Bank all reasonable costs and expenses (including legal fees on a full indemnity basis) Incurred by the Bank in connection with:

- (i) Your Designated Account, agreement, banking services using the Card (whether imposed by other financial institutions) or transaction between You and the Bank, as well as any other relationship, whether contractual or non-contractual, between You and the Bank;
- (ii) the exercise and preservation of the Bank's rights under any agreement and the Agreement; or
- (iii) any legal proceedings or disputes between You and a third party where the Bank is or becomes involved.

You shall on first demand indemnify the Bank against any liability, cost or expense it incurs in respect of any payment on account of tax or any other liability to tax (not being tax on the Bank's overall net income) or in respect of any stamp duty, registration and similar tax incurred by the Bank in connection with Your Designated Account, agreement, or transaction using the Card or other relationship between You and the Bank.

FOREIGN CURRENCY TRANSACTIONS

All Card transactions completed in a currency other than the currency of the Card will be converted and posted to the statement in the currency of the Card. This includes debit and credit vouchers.

Foreign currency transactions (including both debits purchases and cash advances) and credits (returns) to your Card account will be converted to the currency of the Card at the foreign exchange rate equal to the rate determined on our behalf by Visa International Inc, plus a percentage mark-up as may be determined by the Bank from time to time, on the date a transaction is debited or credited to the Card account. The exchange rate at the date of conversion may be different from the exchange rate in effect on the date the transaction was made.

We will not assume any risk associated with foreign currency exchange gains or losses from crosscurrency conversions resulting from your use of the Card. Any gains made or any losses incurred by you in connection with foreign currency transactions because of currency rate fluctuations between the date a debit is posted and the date any subsequent credit is posted to your Card are for your account and shall be payable to or by you (as the case may be).

All Foreign Currency Transactions are subject to foreign exchange controls where applicable You are responsible for ensuring that Your foreign spending with the Card is in compliance with national Central Bank Regulations, and You understand that failure to comply can result in the immediate withdrawal of Your Card.

STATEMENTS AND BANK RECORDS; CONCLUSIVE EVIDENCE

You shall:

- (i) promptly examine any statement, confirmation or advice, whether in written, oral or electronic form supplied by the Bank to You ("Statement"), either sent by mail, facsimile or through electronic banking or electronic mail;
- (ii) and shall notify the Bank in writing of any error or omission as soon as possible, but not later than thirty (30) Business Days after You are deemed to have received the Statement.

If You have not informed the Bank in writing of any error or omission contained in any Statement, within thirty (30) Business Days from the date on which You are deemed to have received the relevant Statement in accordance with the provisions of this Clause, You shall be deemed to have:

- (i) confirmed the correctness and accuracy of the contents of any such Statement; and
- (ii) waived Your right to claim any damages and to bring an action against the Bank in respect of any error or omission which could have been brought to the attention of the Bank within said time frame.

Without prejudice to the provisions of this Clause and the Bank's rights and remedies, on Your failure to meet Your obligations pursuant to sub clauses (i) and (ii) above, if You do not receive a Statement within thirty (30) Business Days of the date on which You should ordinarily expect to receive such a Statement, You shall immediately notify the Bank and request a copy.

LOSS, THEFT OR UNAUTHORISED USE OF CARD

You will immediately notify us about the loss, theft or suspicion of unauthorised use of the Card and/or PIN. If, there is unauthorised use of the Card or the Card and/or PIN is lost or stolen, subject to the applicable laws within the country in which the Card and/ or PIN were issued, you will be liable for all debts, withdrawals, charges and account activity resulting from their use until You have told us that they have been lost or stolen. We may take whatever steps we consider necessary in order to recover the Card including reporting the lost or stolen Card to the appropriate authorities to facilitate card recovery. If You have previously authorised someone to use the Card, and have subsequently withdrawn Your authorisation, You will continue to be liable for all debts, withdrawals, charges and account activity resulting from its use until the Card has been surrendered to the Bank.

NO LIABILITY

The Bank shall not be liable towards You for any action or omission in respect of Your Designated Account, banking services, transaction using the Card under the Agreement, except in case of gross negligence or willful misconduct. Notwithstanding the above the Bank shall not be not liable for any damages, costs and expenses incurred by You, which directly or indirectly results from the banking channels or banking services not being wholly or partially available because of technical, hardware or software interruptions or failures.

Notwithstanding the above, the Bank shall not be liable for any consequential losses, damages or loss of profit to You, notwithstanding that You may have advised the Bank of the possibility of such loss or damage.

All claims or disputes between You and a merchant, including Your rights to compensation or any offsetting rights necessary shall be settled directly by You and such merchant. However, You may contact us to discuss disputes You may have with a merchant or with us with respect to a Transaction on Your Statement, although we are not obliged to take any action for merchant disputes unless required to do so by law.

We are not liable if a merchant or ATM does not accept the Card at any time. Where a merchant becomes liable to make any refund to You, we will credit Your Designated Account with the refunded amount only on our receipt of a properly issued credit voucher or other appropriate verification or authorisation of the refund.

We are not responsible for Your acts or omissions, or those of any third party. Furthermore, FirstCaribbean shall in no way be liable for any accident, act of aggression, theft, loss or damage You may suffer while using ATM, whether You are on our or other premises.

We are not liable if You have insufficient funds to cover Your requests on Your Designated Account.

If Your Card, handwritten signature or PIN is used for a POS Transaction, the Bank is in no way responsible for the quality or non-receipt of the goods or services.

You are responsible for any errors that result from You having incorrectly provided to or selected from us, any account number, dollar amount or other information required for the operation of the service.

We may, at our sole discretion and without prior notice to You, refuse a request for authorisation of any Visa Debit Card transaction, and may notify third parties of such refusal as we think necessary. In exercising such discretion, we may take into account in calculating the funds available, any funds, which we may decide, have been credited or debited to Your Designated Account or result from suspicious and/or illegal transactions. We may refuse to honour any payment and/or funds transfer request if there are insufficient funds in Your Designated Account, suspicious and/or illegal activity or misuse of Your Designated Account. We may place a hold on Your Designated Account or ATM deposits or a deposit at any of our branches, pending verification.

In addition, the Bank will not be liable for any loss whatsoever in the event the Bank is prevented from providing the banking services to You, due to and caused by or resulting from any cause beyond the Bank's reasonable control, such as but not limited to:

- (i) a legal enactment, decree or moratorium or any regulation, rule, practice or guideline of a public authority (de jure or de facto) (including, without limitation, exchange control or currency restrictions and taxes, levies or imposts applicable to any Account balance (or part of it) attributable to the Customer), and the Bank does not need to perform any obligation which might be in breach of any of the foregoing; or
- (ii) an intervention of a public authority (de jure or de facto), an act of nationalisation, confiscation or expropriation, an act of war, a violent or armed action or inaction; or
- (iii) a failure of a payment or communications system, a power failure, a breakdown of equipment, a software malfunction or a deficiency in a software program; or
- (iv) a strike, a lock-out, a boycott, a blockade by or amongst the staff of the Bank or any other person; or
- (v) a disaster (whether natural or manmade).

INDEMNITY CLAUSE

You must indemnify the Bank and hold the Bank harmless from and against any and all damages, costs and expenses, including lost profits, resulting from any performance or Your failure to perform under the Agreement, including, but not limited to any breach by You under the Agreement, Your violation of any applicable law, any failure to maintain the safety of Your PIN or any third party claims arising out of or relating to any performance, Your failure to perform under the Agreement, including but not limited to:

- The misuse of the Card and/or PIN by You;
- Any misrepresentation with respect to or any breach or non-fulfillment by You, of any of the terms, conditions, and provisions of this Agreement;
- The failure to properly use the Card and/or PIN in accordance herewith; or
- Any other act or omission with respect to use of the Card and/or PIN by You, resulting in claims against or damages or liability to us; together with all judgments, costs, legal and other reasonable expenses resulting from or incidental to any of the above.

TERMINATION OF AGREEMENT

You may cancel this Agreement by informing us in writing that You want to do so and securely disposing of all Cards issued on Your Designated Account by cutting through the magnetic strip and expiration date. We may, without liability to You and without affecting Your liability to us for previous Card transactions, decline to make further charges against Your Designated Account and revoke the Card(s), which remain the property of the Bank and which You agree to surrender upon demand and not transfer to any third party. If we hire an attorney to enforce any right or remedy hereunder or to assist in collecting any amount due hereunder, You agree to pay our reasonable attorneys' fees and other costs and expenses incurred in connection therewith.

AMENDMENTS TO THE AGREEMENT

The Bank may from time to time amend the Agreement and such amendment shall take effect as between You and the Bank forty-five (45) calendar days after such modifications have been made. You will be deemed to have accepted the variations if You use Your Card or access Your Designated Account in any way after the effective date as stated herein. Modifications and amendments of the Agreement (inclusive of fees and charges) shall at all times be available at the Bank's branches or on the website of the Bank or can be obtained at all times from the Bank at Your request. Where an amendment is a result of a legal or regulatory requirement applicable to the Bank, such amendment shall come into effect as and when required by the applicable law or regulation.

CHANGES TO CARD ACCOUNT INFORMATION

You will promptly notify the Bank in writing of any change in or amendment of Your name, telephone numbers or facsimile numbers, mail address or electronic mail address. Until the moment the Bank has received a written notification of any such change or amendment, it is entitled to rely on any information, authorisation or document previously provided to it. The Bank shall not be liable for any damages, loss or expenses incurred by You resulting from any misplaced, untimely or erroneous change of the information, authorisation or documentation mentioned herein.

DISCLOSURE OF INFORMATION

By signing this Agreement or using the Card, You consent to and authorise the Bank from time to time provide or obtain information about You, including but not limited to Your name, address, date of birth, employment, income, marital status, assets and liabilities, credit history and any other information relating to Your Designated Account or any accounts and transactions, to or from the Bank and its contractors, data carriers, processors, agents or other third parties around the world for the purpose of transaction and payment processing, banking services and for any other purposes directly related to the services which the Bank may provide (including other financial products and services) to You, notwithstanding the fact that some of its affiliates, (sub)contractors, data carriers, processors, agents, professional advisors or other third parties conduct their business from countries which may not have data protection laws or privacy laws providing safeguards equal to the laws applicable to the Bank.

The Bank shall also be entitled to disclose information as permitted or required by any applicable law, legal process, regulation or by an order, judgment or decree of a court or for the purposes of any legal process which concerns the Bank, without Your consent. Disclosure may also be made to government and regulatory agencies and authorities and to credit rating agencies.

This permission to transfer and/or disclose information shall survive the termination of this Agreement or any other agreement with, or cessation of any banking service to You.

GOVERNING LAW

This Agreement will be interpreted in accordance with the applicable laws of the jurisdiction where Your Designated Account is maintained. In the event of a dispute, You agree that the courts in the country where Your Designated Account is maintained shall be competent to hear such dispute and You agree to be bound by any judgment of that Court. Should any portion of this Agreement be determined to be unlawful or unenforceable for any reason, the remainder hereof shall not be affected

ANTI-MONEY LAUNDERING

Anti-money Laundering laws require that we verify the source of funds before accepting deposits or processing transactions and must report suspicious transactions to the relevant authorities. Consent is hereby given to us to disclose this information to money laundering prevention and control officers within FirstCaribbean and outside FirstCaribbean, for the purpose of ensuring we comply with anti-money laundering laws. You will indemnify FirstCaribbean for our out of pocket expenses, including reasonable legal fees and court costs for any investigation under applicable anti-money laundering legislation regarding Your Designated Account, including but not limited to seeking direction from a court of competent jurisdiction on FirstCaribbean's rights and obligations in such matters.

FirstCaribbean International Bank, Licensee of Marks. FirstCaribbean International Bank Visa Debit Cards are owned and issued by FirstCaribbean International Bank (Barbados) Limited or FirstCaribbean International Trust and Merchant Bank (Barbados) Limited or FirstCaribbean International Finance Corporation (Barbados) Limited or FirstCaribbean International (Bahamas) Limited or FirstCaribbean International Bank (Cayman) Limited or FirstCaribbean International Finance Corporation (Cayman) Limited or FirstCaribbean International Bank (Curacao) N.V. or FirstCaribbean International Bank (Jamaica) Limited or FirstCaribbean International Finance Corporation (Netherlands Antilles) N.V. or FirstCaribbean International Finance Corporation (Leeward and Windward) Limited or FirstCaribbean International Bank (Trinidad & Tobago) Limited or FirstCaribbean International Wealth Management Bank (Barbados) Limited and such other subsidiaries or affiliates of FirstCaribbean International Bank Limited as may from time to time hereafter come into existence and any successors or assignees of these companies.