CARDHOLDER AGREEMENT

The use of the Bank of St. Vincent and the Grenadines Ltd. International Debit Card is governed at all times by the terms and conditions set forth herein.

THIS AGREEMENT is made on the _____ day of __________ 20____ BETWEEN BANK OF ST. VINCENT AND THE GRENADES LTD., a body corporate, incorporated in ST. VINCENT under the Companies Act No. 219 of 1977 whose authorized and registered office and principal trading address is situated at Bedford Street, Kingstown (hereinafter called “the Bank”) and __________________________________ (hereinafter called “the Cardholder”) of the OTHER PART.

1. Throughout this Agreement where the context so requires, the singular includes the plural and vice versa and the masculine the feminine and neutral and the following expressions have the following meanings:

   a) “the Bank” means Bank of St. Vincent and the Grenadines Ltd and its successors and assigns.
   b) “the Card” means the Bank of St. Vincent and the Grenadines Ltd. Visa Debit Card issued to the customers.
   c) “Cardholder” means the customer to whom or for whose use the Card is issued by the Bank.
   d) “ATM” means an Automated Teller Machine.
   e) “Merchant” means the corporation, firm or individual who has agreed to honour the card upon presentation.
   f) “Point-of-Sale Device” means an electronic device used by merchants/retailers to transmit requests for authorization and settlement of transactions made by a Cardholder at a retail establishment and evidenced by a PIN.
   g) “PIN” means the Personal Identification Number, used as an electronic signature, which is needed to access the designated account through an ATM or other means as may be defined by the Bank from time to time.
   h) “Designated Bank Accounts,” means those accounts that can be accessed through an ATM or Point-of-Sale Device or other means as may be defined by the Bank from time to time;
   i) “Issuing Branch” means the Bank of St. Vincent and the Grenadines Ltd. branch from which the Cardholder obtained his card.

2. The card must be signed by the cardholder immediately upon receipt and may only be used:

   a) by the cardholder after it has been signed
   b) subject to the terms of this agreement and the conditions of use of the card which are current at time of use
   c) within the available balance of the cardholders’ accounts at the bank
   d) to obtain from time to time the facilities and benefits made available by the bank in respect of the use of the card.

3. The card may not be used as payment for any illegal purchase.

4. The Card is not a credit card and its issuance does not permit the Cardholder to overdraft his account or to otherwise obtain credit from the Bank except where the Card is used to access funds on a credit facility previously approved by the Bank from a Designated Bank Account. The Card shall remain the property of the Bank at all times and shall be returned to the Bank by the Cardholder on demand.

5. The Bank in its absolute discretion may cancel, refuse to register or replace any Card at any time without notice to the Cardholder.

6. The Cardholder shall use all reasonable precautions to prevent the loss, theft or destruction of the Card and undertakes to verbally notify the Bank immediately of such loss, theft or destruction and the circumstances thereof and further to confirm in writing such loss, theft or destruction and the circumstances surrounding same within 24 hours of any occurrence of such theft or destruction of such written notice by the Bank the Cardholder shall be liable for any transaction to the account accessed by the Card, the subject of the notice.

7. The Cardholder shall in addition be liable for any and all use of the Card and the transactions created thereby within a forty-eight (48) hour period after his Issuing Branch of the Bank has received written notification of the loss or theft of the Card.

8. The Cardholder shall maintain his PIN in order to prevent the misuse of the Card. The Cardholder agrees, not to allow anyone to gain access to the services facilitated by the use of a Bank of St. Vincent and the Grenadines Ltd. Visa Debit Card through use of the PIN, and agrees to assume responsibility for all transactions initiated through the use of his PIN and to hold the Bank harmless from unauthorized use.

9. The Cardholder may use his card and PIN in order to access an Automated Banking Machine. With the use of his card and PIN, the Cardholder may obtain cash, make deposits, make bill payments, and transfer money between Designated Bank Accounts.

10. The Cardholder may use his Card in order to make payment for goods, services and duties at a participating point of sale, where a merchant has the facility, and is authorized to accept his Card.

11. The Cardholder may use his Card and/or PIN to utilize any other services that may be accessible through the ATM, Point of Sale or any other device as may be introduced by the Bank. New services may be introduced from time to time. The Bank will notify the Cardholder of the existence of these new services and the devices through which they may be accessible. By using these services when they become available, the Cardholder agrees to be bound by the rules herein so far as they are applicable to the new services and to any additional rules.

12. In cases of joint accounts where any one of the account holders is empowered to deal with the Designated Accounts, all the account holders will be signatories to this Agreement and will be jointly and severally liable for transactions effectuated by one account holder regardless of whether they are Cardholders or not.

13. For transactions on Designated Bank Accounts, the Cardholder shall be required to maintain at all times in addition to the amount required for all relevant charges, a cash balance no less than the amount being withdrawn on any transaction, except where the Cardholder has previously established with the Bank credit facilities in respect of Designated Bank Account and the Cardholder hereby charges the said cash balance to the Bank as security for the repayment of any unauthorized credit that may be obtained by him through an ATM, Point-of-Sale Device or such other device as may be introduced by the Bank. The Bank reserves the right to decline any transaction where both the relevant fee and the sum being withdrawn cannot be accommodated at the time the transaction is executed.

14. If any Designated Bank Account of a Cardholder, not being a Designated Bank Account in respect of which credit facilities have previously been established with the Bank, exceeds its available credit, the Cardholder shall take immediate steps to put such account in credit, and the Cardholder will pay the Bank’s normal service charge based on his agreement with the Bank in respect of the particular overdraft Designated Bank Account.

15. The Cardholder shall not withdraw any cash or make any debit transfer or payment against effects uncalled by the Bank by use of the Card or any other means.

16. The Cardholder shall be permitted, to make cash withdrawals from an ATM up to a fixed maximum amount in any twenty-four (24) hour period, or to pay for purchases made at any authorized Point-of-Sale Device, up to a limit previously specified and agreed between the Bank and the Cardholder. The ATM or merchant may in some circumstances retain the Card and not return it to the Cardholder. The Cardholder acknowledges that such restrictions and programmes are provided for the protection of the Cardholder, the Merchant and/or the Bank against wrongful use of the Card.

17. i. All withdrawals and deposits; and/or transfers; and/or payments and/or other transactions made by the Cardholder through the ATM, Point of Sale or any other device as may be introduced by the Bank, are subject to verification by two of the Bank’s officers whose verification, the Cardholder agrees shall be binding and conclusive evidence of the actual amount involved in any such transaction.

   ii. It is understood and agreed that all deposits made or payments requested after normal banking hours shall be
deemed to have been made or requested on the next business day following that on which the said deposit or payment was made or requested.

18. The Cardholder shall receive a receipt for each transaction made at an ATM or Point of Sale Device with the Card. These receipts should be retained for reconciling the transactions on the periodic statement/passbook. In cases of errors or questions about any transaction, the Cardholder shall contact the Bank as soon as possible provided that in respect of disputed transfers or payments from a Cardholder’s account, the Cardholder must submit written notification thereof to the Bank within 30 calendar days from the initiation of the relative transaction.

19. If the Cardholder fails to effect written notification within the said period the Bank shall not be liable for any loss arising from the disputed transaction nor shall the Bank be liable to reverse or refund the effect of any such transaction including interest and transaction fees accruing or charged thereon. In extenuating circumstances the Bank may in its absolute discretion extend the said 30-day period.

20. The Bank shall charge fees in respect of each transaction approved or declined, transacted at the ATM of any other participating financial institution in the MultiLink network or at points of sale where merchants are authorized to accept the Card; a schedule of such fees shall be communicated to the Cardholder.

21. The Bank shall be at liberty to vary all charges imposed pursuant to this Agreement and to include such other charges as it may consider necessary from time to time and the Cardholder irrevocably authorizes the Bank to debit his account with all such charges and expenses.

22. i. The Bank shall not be liable to the Cardholder for the operational failure of any participating ATM or Point-of-Sale Device or for any injury, loss or damage howsoever arising whether from criminal activity or otherwise suffered by the Cardholder in the use of the ATMs or Points of Sale Devices or on or near premises housing same, nor shall the Bank be liable for any unauthorized use of the Card or for any loss resulting from circumstances over which the Bank has no direct control including but not limited to the Cardholder’s failure to input complete and accurate information, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problem, operator error, log in sequences, severe weather, earthquakes, flood or other acts of God. In no event will the Bank be liable for damages in excess of a Cardholders actual loss due to its failure to complete a transaction and the Bank will not be liable for any indirect, incidental or consequential damages.

   ii. The Cardholder accepts the risks and consequences of part payments or late payments and the Bank shall not be liable for any loss arising from these situations.

   23. The Cardholder will immediately notify the Banking writing at his Issuing Branch of any address changes and all notices mailed to the Cardholder’s last known address will be effective as though received.

   24. The Cardholder may cancel this service upon giving the Bank ten (10) days written notice of such intended cancellation and such notice shall, to be effective, be accompanied by the Card.

   25. The Card is valid for use at any ATM operated by the Bank and at the Points of Sale where merchants are authorized to accept the Card and have the requisite facilities to accept the Card.

   26. The Bank may amend these conditions at any time in its absolute discretion. The revised Agreement or terms and conditions shall be effective on the date specified by the Bank. Any Notice of revisions shall be sufficient if sent to the Cardholder's last known address or if the Bank notifies him that revisions have been made and gives him instructions how to obtain a copy of such revised Agreement or Terms and Conditions. The Cardholder's continued use of the Card after the effective date of such revision will constitute his acceptance of the revisions and the revised Agreement. The Cardholder will be deemed to have received any Notice sent by mail six (6) days after posting.

   27. Bank of St. Vincent and the Grenadines Ltd. will disclose information to third parties about the Cardholder’s Account in the following circumstances:

   i. in order to verify the existence and condition of the account for a merchant;
   ii. in order to comply with Court Orders; or
   iii. the Cardholder gives the Bank written permission.

   28. If any part of this agreement is found to be invalid, the rest remains effective.

   29. The obligations of the parties hereunder shall be governed by the Laws of St. Vincent and the Grenadines.

   I/WE AGREE to accept the terms and conditions of this Agreement.

   Applicant’s Signature

   Joint Applicant’s Signature

   Joint Account Holder’s Signature

   Date