



**Credit Card Terms and Conditions**

The following terms and conditions shall govern the use of Credit Cards issued under this Agreement by the Bank.

The Terms and Conditions of the Cards form the Contract entered into between the parties for the use of the Credit Card.

The Client accepts the Agreement, which can be viewed on the website <https://nibank.com/nibank/> or by contacting us via the private banking email address [bancaprivada@nibank.com](mailto:bancaprivada@nibank.com), which will provide a link to the full Terms and Conditions.

The Agreement governs your use of the Card and supersedes all previous Terms and Conditions provided by us to you.

**PART 1 OF THE TERMS AND CONDITIONS: GENERAL CONDITIONS**

1. Our contact details	
NIBank LTD	
<ol style="list-style-type: none"> <li><a href="https://nibank.com/nibank/">https://nibank.com/nibank/</a></li> <li><a href="mailto:bancaprivada@nibank.com">bancaprivada@nibank.com</a></li> </ol>	
2. Interest, fees, commissions, and other costs	
2.1 Interest rates	
Type of transaction	Annual interest rate
Purchases and other charges: we will charge interest on all funded balances resulting from transactions (including charges, purchases, amounts, and any applicable interest) daily.	According to NIBank's tariff <a href="https://nibank.com/nibank/">https://nibank.com/nibank/</a>
Promotional offers: We may at any time reduce the interest rate on a transaction or a particular class of transactions accruing during a promotional period for a limited period.	We will notify you of these interest reductions and the duration of the promotional period <a href="https://nibank.com/nibank/">https://nibank.com/nibank/</a>
2.2 Fees and commissions	
Maximum annual card fee	As determined by NIBank
Currency conversion fee: Each time you make a purchase and obtain a cash advance in a currency other than US dollars, we will charge a currency conversion fee.	According to NIBank's tariff <a href="https://nibank.com/nibank/">https://nibank.com/nibank/</a>
2.3 Interest	
2.3.1. When interest accrues	We will charge interest on all funded balances resulting from transactions. According to NIBank's tariff <a href="https://nibank.com/nibank/">https://nibank.com/nibank/</a>
2.3.2 How We Calculate Interest	Interest is calculated daily for the period covered by the statement, on the daily closing balance of the charges whose payment is financed (taking into account payments or credits on your Card). The year will be considered to be 365 days.

3. How much money can you get on credit?	
3.1 What is the credit limit?	The Credit Limit is the maximum amount of money the Customer can use according to the credit that has been approved. The amount decreases each time a purchase is made and resets when the debt is repaid.
	We may set and change limits and restrictions affecting certain uses of the Card or certain transactions.
3.2 Compliance with the credit limit	You agree to manage your Card so that the outstanding balance on your Card does not exceed your credit limit. However, we may authorize transactions that result in your balance exceeding your credit limit. This does not constitute an increase in your credit limit. If your balance exceeds your credit limit, we may require you to pay an over-limit fee and you must pay any amounts over your credit limit in full immediately.
4. How are payments made?	
4.1 How much and when do you have to pay	You must pay at least the minimum payment requested, but you can always pay more than the minimum payment. You also agree to pay us immediately, on demand, for any excess over the limit and overdue and unpaid amounts.
4.2 How we calculate the minimum payment	Payments must be made every month. The Cardholder may choose the amount he/she wishes to pay each month. The Cardholder shall have the right to make early repayments (i) in an amount greater than the minimum payment, (ii) before the due date, (iii) more frequently than once a month, or (iv) the outstanding balance at any time.
4.3 Charging by NIBank	NIBank reserves the right to offset the instruments held by the Customer with the Bank to collect the outstanding balances for the issuance and use of the cards.
5. Can the Contract be modified?	
5.1 When can we amend the Contract	We may need to modify any of the terms and conditions of the Contract, as well as the services provided.  We have identified certain specific reasons why the Contract may be amended, as set out below, but even if none of these reasons apply, we may amend the Contract provided that it is notified on our website: <a href="https://nibank.com/nibank/">https://nibank.com/nibank/</a> .
5.2 Our main reasons for amending the Contract	We may amend the Contract, among others, for any of the following reasons: <ul style="list-style-type: none"> <li>• If the costs of maintaining the Card change or if there are reasonable grounds to expect that they will change (including changes in the costs, we incur in obtaining the credit we provide to you);</li> <li>• If we change the minimum payment terms or the circumstances under which interest is charged (or how it is calculated), fees, commissions, and other costs, as well as the interest rate or the number of such fees, commissions, and costs, and if we decide to charge new interest, fees, commissions, and costs in the future;</li> <li>• If we modify the possible ways of using the card;</li> <li>• To improve the security of the Card and to reflect changes or developments in the technology or systems we use;</li> <li>• To reflect a change in law, regulation, or normal market practice (including because there are reasonable grounds to anticipate such a change), or to reflect a decision by a judicial body, regulator, or other authority;</li> <li>• If We have reasonable grounds to believe that there is an unusual change in Your circumstances or an increased risk that You will be unable to meet Your payment obligations to Us.</li> </ul>

5.3 How we inform you of changes to the Contract	Via our website: <a href="https://nibank.com/nibank/">https://nibank.com/nibank/</a>
<b>6. Right of withdrawal</b>	
6.1 How to exercise your right of withdrawal	You may unilaterally terminate the Agreement by giving written notice to NIBank.

**PART 2 OF THE TERMS AND CONDITIONS: HOW THE NIBANK CARD WORKS**

1. Purpose of the card	<p>You may use the Card as a consumer to purchase goods and services from the networks or POS affiliated with the Card Franchises, up to the current credit limit and, if we tell you, for such other types of transactions as we may authorize.</p> <p>The Card remains our property at all times. For this reason, we may ask you to return the Card at any time or to return it to anyone we ask to receive it on our behalf, including the POS or Networks. We may also inform the POS or Networks that the Card is no longer valid.</p>
2. Supplementary Cards	<p>We may issue Supplementary Cards against your Card Account to additional Cardholders if you request us to do so. We may limit the number of Supplementary Cards issued against your Card Account.</p> <p>We generally do not provide information, copies of the Agreement, statements, notices, and other communications to Supplemental Holders.</p> <p>The Cardholder must ensure that Supplementary Cardholders understand and comply with the Agreement. You are also responsible for any use of the Supplementary Card by Supplementary Cardholders, which means that you must pay for any transactions made by such persons.</p> <p>If you wish to revoke a Supplementary Cardholder's right to use a Supplementary Card, you must inform us immediately.</p>
3. Use of the Card	<p>The Cardholder, as well as a Supplementary Cardholder:</p> <ul style="list-style-type: none"> <li>• You must sign the Card and keep and use it securely (including PIN, passwords, biometric or other device security data, or any other code or security data on the Card).</li> <li>• You must not allow third parties to use the Card and you must check at all times that the Card is still in your possession;</li> <li>• You must not give the Card or Card number to anyone except to Us or to carry out a transaction, and you must not disclose the security data to any other person; and</li> <li>• You must choose a PIN, password, telephone code, and any other type of key that is not easy to guess or associate with the Cardholder.</li> </ul> <p>If You, or a Supplementary Cardholder, register a Card for use on a mobile phone or other device, You must:</p> <ul style="list-style-type: none"> <li>• Keep the device and security data in a safe place at all times, in the same way as you would your Card or PIN;</li> <li>• Always use the phone/device locking system, if applicable; and</li> <li>• Never provide the security data or allow a third party to access the device in such a way that they can carry out transactions using the Card registered in the device.</li> </ul>

4. Permitted uses	<p>You may use the Card, subject to your compliance with the Agreement, to pay for goods and services provided to you by POS or Networks as follows:</p> <ul style="list-style-type: none"> <li>• You must present your Card and enter your PIN or sign the proof of purchase. For telephone, internet, or mail order purchases, you will be deemed to have agreed to the transaction when you provide the Card number and security details and follow the instructions of the POS or Network to process the payment;</li> <li>• Cards issued by us may include technology that enables contactless payments. Contactless payments allow you to purchase goods and services by bringing the Card close to the payment terminal without, in principle, having to enter your code, sign the voucher, or make any other form of identification up to the limits set by Us. We may suspend the contactless functionality at any time;</li> <li>• If the relevant service is established, you can also use your Card to obtain cash advances from an ATM that accepts the Card;</li> <li>• If permitted by the POS or Networks, you may return goods or services you obtain using the Card and receive a credit to the Card.</li> </ul>
4.1 Mobile banking and use of other applications	<p>Credit cards can be used in mobile banking, and other digital or electronic applications, in case of doubts please contact <a href="mailto:bancaprivada@nibank.com">bancaprivada@nibank.com</a></p>
5. Prohibited uses	<p>The Holder:</p> <ul style="list-style-type: none"> <li>• You will not give your Card number or security details to other persons or allow them to use the Card to make transactions, review information, verify your identity, or for any other purpose;</li> <li>• You will not return any goods or services you have obtained using your Card for a cash refund;</li> <li>• You will not use the Card to obtain cash from a POS or Network for a transaction that is recorded as a purchase with the Card;</li> <li>• You will not get a credit to your Card unless it is due to a refund for goods or services previously purchased with the Card;</li> </ul>
	<ul style="list-style-type: none"> <li>• You will not use the Card if you do not expect to be able to pay your balance by the due date shown on the statement;</li> <li>• You will not use the Card if you find it after we have been informed of its loss or theft;</li> <li>• You will not transfer balances from another Card you have with Us to pay for the Card;</li> <li>• You will not use the Card if it has been suspended or canceled or after the validity date indicated on the front of the Card;</li> <li>• You will not use the Card for any unlawful purpose, including the purchase of goods or services prohibited by the laws of Antigua or any other country in which the Card is used or in which the goods or services are provided;</li> <li>• You will not use the Card to purchase any goods or services for resale; and</li> <li>• You will not use the Card in any other way for the sole purpose of obtaining liquidity, or for self-financing.</li> </ul> <p>It is your responsibility to ensure that no prohibited use is made on the Card by either you or any Supplementary Cardholder. You will be liable for any prohibited use of the Card even if we have not prevented or stopped the prohibited use.</p>

<p>6. How you can authorize and cancel transactions</p>	<p>To authorize a transaction, You will need to give Your consent by presenting the Card or by providing the Card number and, if required, using security data (such as a PIN, signature, unique identification code, personal identifiers, biometric or other data). We may require the prior authorization of a transaction by Us before it is accepted by the POS or Networks.</p> <p>The POS or Networks may in some cases authorize a transaction in advance and the available credit limit will be reduced by the amount of the authorization. For example, when The Cardholder rents a vehicle, the POS or Networks may initially authorize the full amount of the proposed rental charge. This means that your available credit will be reduced by that amount, which may restrict your ability to carry out further transactions.</p> <p>You may not cancel purchases made with the Card once authorized. However, Cardholders may make refunds on purchases following the policies and terms and conditions of the POS or Network where the purchase was made.</p>
<p>7. When we can refuse to authorize an operation</p>	<p>Even if the Card is not in default, we may refuse any request for authorization of a transaction if:</p> <ul style="list-style-type: none"> <li>• There are momentary technical difficulties in our systems that prevent a particular operation from being authorized;</li> <li>• We have reasonable grounds to suspect misuse, unauthorized, fraudulent, or contrary to the Contract;</li> <li>• We reasonably consider that following your instructions could result in: <ul style="list-style-type: none"> <li>• A breach of a law, regulation, rule, regulation, or other obligation; or</li> <li>• Action by a governmental body or other competent authority;</li> </ul> </li> <li>• We are bound by law;</li> <li>• The use of the Card is prohibited;</li> <li>• We believe that you will not be able to pay for the Card and, promptly, if this is derived from information obtained from the Cardholder, from publicly available sources, or from third parties legally authorized to provide such information;</li> <li>• It is underfunded;</li> <li>• The transaction would exceed the credit limit set on the Card.</li> </ul> <p>If We refuse a transaction, You will normally be informed of this at the point of sale. In any case, you can find out which transactions we have declined, the reasons for that refusal, or any limits we may have placed on the Card, by contacting us. We will provide you with this information unless there is a law or regulation that prevents us from doing so or for security or fraud prevention reasons.</p> <p>If we do not authorize a transaction or a POS or Redes does not accept the Card, we disclaim all liability for damages.</p>
<p>8. Theft, loss, or misuse of the Card</p>	<p>You must notify us immediately, as soon as you become aware of any of the following events, if:</p> <ul style="list-style-type: none"> <li>• The card has been stolen, lost, or not received;</li> <li>• Your mobile phone, or other device to which a Card has been registered, has been lost, stolen, or compromised;</li> <li>• Someone knows the PIN or other security data; or</li> <li>• The Card is being used improperly or without authorization or if a transaction has not been authorized or has been processed incorrectly.</li> </ul> <p>Our contact details are given in the heading of this document.</p> <p>If, for any reason, the use of one Card is interrupted, the use of all Supplementary Cards may be interrupted at the same time.</p> <p>If you register for NIBank's online services, you must keep your security data (username, password, etc.) in a safe place, as well as your mobile phone or other devices in case your security data can be accessed through them.</p>

	<p>The Data Subject and any Supplemental Data Subject agree to cooperate with us, including providing us with an affidavit and/or a copy of an official police report, if requested to do so by us. In certain circumstances, we may provide information to the authorities.</p>
9. Your liability in case of unauthorized transactions	<p>The Holder is not liable for the transactions:</p> <ul style="list-style-type: none"> <li>• Made on the Card before it was received (e.g. if the Card was stolen in the post);</li> <li>• If we do not provide you with our contact details so that you can notify us of the loss or theft of the Card or its security details unless you have acted improperly or fraudulently;</li> <li>• Unauthorized by the Cardholder or by a Supplementary Cardholder, upon notification to us, unless the Cardholder has acted improperly or fraudulently; and</li> <li>• Made after you have notified us of the loss theft or misuse of the Card unless you have acted improperly or fraudulently.</li> </ul> <p>The Cardholder is liable both for himself/herself and for a Supplementary Cardholder:</p> <ul style="list-style-type: none"> <li>• To pay us when due all amounts outstanding on your Card Account;</li> <li>• For unauthorized transactions resulting from the use of the Card after its loss, theft, or misappropriation until you notify us of this situation;</li> <li>• If you use the Card fraudulently or if you deliberately or through gross negligence fail to comply with your obligations under the Agreement; and</li> <li>• If you have allowed a third party to access and use your Card, including allowing a third party to access a mobile phone or other device where the Card has been registered (for example, by providing you with the password or allowing you to register your fingerprint or other biometric data on the device).</li> </ul> <p>If an error occurs in a transaction and it is attributable to Us, We will refund you.</p> <p>You should contact Us as soon as you detect that an unauthorized transaction has been made on your Card.</p>
10. Transactions for unexpected amounts	<p>You will be required to provide all reasonable information requested by Us, and We may provide such information (including personal data) to third parties investigating the matter. We will complete the investigation within twenty working days of receipt of all necessary information and either make the refund or inform you of the reason for the refusal of the refund.</p> <p>You will not be entitled to a refund if You or a Supplementary Cardholder agreed to a transaction directly with Us and, at least four weeks before the transaction took place, You received (or information about the transaction was made available to You) either from Us or from the POS or Networks. For example, if, at the time an order was placed, the exact amount was not known but was subsequently communicated to You at least four weeks before the Card was charged.</p>
11. How to pay	<p>Payments are considered due and payable immediately from the closing date of the cycle shown on the monthly statement.</p> <p>The Cardholder must immediately pay us the full amount of the debt shown on each monthly statement, including fees, commissions, and other costs.</p>
	<p>All charges must be paid by the Holder to NIBank under the rules set out above, without prejudice to any actions or claims that the Holder may exercise against a POS or Networks, which shall not be an excuse for delaying or not making the full payment of the debit appearing on the monthly statement.</p>

12. How we impute payments by NIBank	<p>We will normally debit payments made on the card in the following order:</p> <ul style="list-style-type: none"> <li>• Interests;</li> <li>• Over limit fees, if charged;</li> <li>• Commissions for services we have provided that are shown as a separate line item on your monthly statement;</li> <li>• Charges for return of receipt;</li> <li>• Annual dues;</li> <li>• Other miscellaneous; and</li> <li>• Purchases of goods and services made with the Card.</li> </ul> <p>Within the same category of items, we will normally apply payments first to the item with the lowest interest rate or, if it is the same interest rate, first to the oldest item.</p> <p>You agree that we may charge payments made on the Card in any order or manner other than as set out above, for service, administrative, systems, or other business reasons.</p>
13. Non-payment	<p>Non-payment can have serious consequences, and can lead to:</p> <ul style="list-style-type: none"> <li>• That you lose the right to benefit from a promotional interest rate, which means that the remaining promotional balances will be charged at the ordinary interest rate;</li> <li>• That you have to pay additional costs or charges;</li> <li>• Their credit rating may be affected, making it more difficult or more expensive to obtain credit; and</li> <li>• That legal action or bankruptcy proceedings may be brought against the Contractor to recover the outstanding debt arising from the Contract.</li> </ul>
14. Card payment entry in error	<p>If a payment is made to the Card in error, we will automatically withdraw the amount from the Card. If necessary, we will collaborate with the payer to resolve this situation.</p>
15. Currency conversion	<p>"NIBank Exchange Rate" will be:</p> <ul style="list-style-type: none"> <li>• The rate required by law or used as standard practice in the territory where the transaction took place; or, failing that, the rate required by law or used as standard practice in the territory where the transaction took place,</li> <li>• A rate based on interbank rates selected based on the industry standard on the business day preceding the transaction processing date.</li> </ul>
16. Recurring charges	<p>You or a Supplementary Cardholder may authorize a POS or Network to charge your Card at periodic intervals for goods or services (called recurring charges). To avoid a possible abnormal interruption of recurring charges and the provision of goods or services by the POS or Networks in the case of a replacement Card or a canceled Card, it shall be your responsibility to always contact the POS or Networks and provide it with replacement Card information or use alternative payments.</p> <p>You and any Supplementary Cardholders (for your charges) agree to be responsible for any recurring charges that may continue to be charged to your Card in respect of a Card that has been replaced or canceled. Recurring charges may be automatically charged to a replacement Card without prior notice.</p> <p>To stop billing of recurring charges to your Card notify <a href="mailto:bancaprivada@nibank.com">bancaprivada@nibank.com</a></p> <p>In the event of suspension of the Card for any reason, recurring charges may be declined until the suspension ceases.</p>



17. Extracts and legal notices	<p>We will send you the statements if the Card has been active. The method may be by email, by posting them on NIBank's online services or they will be made available to you by any other method permitted by law. It is your responsibility to register with NIBank's online services and generate a username and password to access digital media.</p> <p>We may send you written communications and legal notices on or with your statements.</p> <p>If the Cardholder does not make any claim after thirty (30) days from the date of receipt of his/her account statement, the Bank will automatically accept the collected balances.</p>
18. Contact with the Holder	<p>We may send you important messages and other written communications (including alerts) about your Card, the Card, or Card products and services. Communication may be by telephone, email, or by posting on NIBank's online services; for example, we may send you a notice to confirm that you have updated your contact information.</p> <p>To access notifications through NIBank's online services, the Cardholder must register and generate a username and password.</p> <p>If we need to contact the Registrant to report a suspected fraud, actual fraud, or security risk, we will do so by the quickest and most secure means available.</p>
19. Modification of your contact details	<p>We will use your most recent contact details to communicate with you. You must promptly notify us of any changes to the postal or e-mail address to which we send statements or notices.</p> <p>You should also keep your telephone contact details up to date so that we can notify you of relevant information about your Card.</p> <p>We may update your contact details if we receive information that your contact details have changed or are incorrect. If we have failed to deliver a communication, or communications are returned, we may stop trying to reach you until we receive the correct contact details.</p> <p>Legal notices shall be published on the website, on NIBank's online services, or sent to the Registrant at his/her last known e-mail address.</p>
20. Suspension and blocking of the Card	<p>We reserve the right to block/suspend the Card for objectively justified reasons if:</p> <ul style="list-style-type: none"> <li>• Cardholder requests cancellation of the Card;</li> <li>• NIBank considers it necessary for Card security reasons;</li> <li>• The Contractor is in breach of the Contract;</li> <li>• The Cardholder returns a direct debit or fails to pay the balance due on the Card or exceeds the credit limit;</li> <li>• The Data Subject does not provide information and documentation that we may reasonably require to identify him/her, in compliance with applicable laws and our internal policies;</li> </ul>
	<ul style="list-style-type: none"> <li>• The Cardholder is included on any national or international sanctions list or is subject to any sanctions regime or conducts business through his or her Card for persons included on such lists or subject to such sanction regimes;</li> <li>• NIBank suspects unauthorized, improper, and/or fraudulent use;</li> <li>• NIBank reasonably believes that there is an increased risk that You will not be able to pay Your debts to Us;</li> <li>• NIBank becomes aware that the Cardholder becomes incapacitated or dies;</li> <li>• The Holder has paid interest and fees over the principal amount over an extended period.</li> </ul> <p>We will inform you in advance, or if not possible immediately thereafter, of the blocking of the Card and the reasons for it, unless the communication of such information would be compromised for objectively justified security reasons or would be contrary to any other provision of law.</p> <p>If the Card is blocked, the Cardholder (and any additional Cardholders) must:</p>

	<ul style="list-style-type: none"> <li>• Refrain from using the Card;</li> <li>• Inform the POS or Networks so that they do not try to charge new fees; and</li> <li>• Pay off the full balance of the Card, if required to do so.</li> </ul> <p>We will allow you to use the Card if the reasons we initially blocked the Card no longer apply. You may inform us of this and request the POS or Networks of the Card by telephone at no cost to the Cardholder.</p>
21. Resolution or Termination of the Contract	<p>The term of the contract is indefinite. By mutual express written agreement, the parties may terminate this Agreement at any time and without any liability to either party by giving the other party at least thirty (30) days prior notice. In the event of termination, the Cardholder shall discontinue use of the Cards and destroy them, in compliance with the Agreement, and shall continue to be liable for the charges outlined in this Agreement, unpaid balances due, current interest, default interest, and other financial service charges on such balances, debits in transit, financial service charges on such balances, debits in transit, charges pending collection by the POS or Networks. Finally, the Bank may terminate the term of this Agreement in advance, if the Cardholder does not comply with the payments established in this Agreement. In addition, if the Cardholder has a card with inactivity, it will follow the Bank's policies established in its tariffs for inactive cards and blocking. The card may be used by the Cardholder until the expiry date indicated on the card itself, which may be renewed by the Bank at its sole discretion.</p>
22. Additional Card Services	<p>We may offer additional services which will be subject to separate terms and conditions. Examples of such additional services include insurance, assistance services, rewards programs, and POS or Network offers. If they have a cost and You accept, the Card will be charged for any fees or premiums that may apply to such additional services and NIBank may receive remuneration from the additional service providers.</p> <p>Additional services provided by third parties are subject to their terms and conditions and any disputes will be resolved directly with such third parties. Additional services may be subject to change or cancellation with or without notice. We will not be liable for any additional services that we do not provide directly.</p>
23. Compensation	<p>We may, at any time and without notice or demand, set off any credit on the Card against any amount you owe us on any other Card (in any currency) until you pay in full, and we are discharged from liability for the amount owed.</p>
24. Resolution of complaints	<p>If you have any queries regarding your Card or our services, please contact the Private Banking area by e-mail: <a href="mailto:bancaprivada@nibank.com">bancaprivada@nibank.com</a>. Bank website: <a href="https://nibank.com/nibank/">https://nibank.com/nibank/</a></p>
25. Complaints or problems with POS or Networks and Third Parties	<p>If you have a complaint or problem or are dissatisfied with a POS Network or third party for goods and services loaded on the Card, you must continue to pay all charges and resolve the dispute directly with the POS or Network, or third party.</p> <p>If the Cardholder disputes an unauthorized or incorrectly executed purchase transaction with NIBank, we may credit the Card with all or part of the disputed transaction.</p> <p>In such event, whether or not NIBank was or is legally obliged to make the refund, The Holder shall be deemed to automatically assign and transfer to NIBank all rights and claims (excluding non-contractual claims) that The Holder and any Supplementary Holder have, had, or may have against such POS or Networks or such third party.</p> <p>After our withdrawal to the Card, You agree that You will not make any claim against the POS or Networks or the third party for the amount paid, and You must cooperate with NIBank if NIBank decides</p>

	to claim the amount withdrawn. If it is necessary to process a claim, NIBank may use your data (including by providing it to that POS, Network, or third party).
26. Assignment of the Contract	<p>We may at any time assign, transfer, or sell your credit rights and benefits under the Agreement to an affiliate of NIBank or a third party and you consent to this without our having to notify you in advance, and a notice from us that effect after the assignment is sufficient.</p> <p>If we decide to assign your contractual position under the Agreement to affiliated entities of NIBank or third parties, we will notify you in writing at least twenty days in advance; if no objection is received within twenty days of receipt of such notice, the Cardholder will be deemed to have accepted the assignment. If The Cardholder has expressly or impliedly accepted the assignment, The Cardholder, and any Supplemental Cardholder agree that we may provide information about The Cardholder and any Supplemental Cardholder and their Card to the relevant third party or parties. Your statutory rights shall remain unaffected.</p> <p>The Contractor may not assign, subcontract, or transfer the Contract.</p>
27. No waiver of rights	We may choose to delay exercising or refrain from exercising our rights under the Contract. If we do so, we do not waive our right to exercise such rights at a later date.
Language and applicable law	<p>The Contract and all communications between the parties in connection with the Contract shall be in English or Spanish.</p> <p>The Contract shall be governed by and construed by the laws of Antigua and Barbuda and the parties submit to the Courts of St. John Antigua for the hearing and determination of any questions which may arise.</p>
29. Taxes	You must pay any taxes, duties, or other sums imposed by law in any country in respect of the Card, any transaction on your Card, or any use of the Card by you or any Supplementary Cardholder.
30. Limitation of our liability	<p>By way of example only and without limitation, we shall not be liable to the Registrant or any Supplemental Registrant for:</p> <ul style="list-style-type: none"> <li>• No delay, in the billing of the charge, or non-acceptance of the Card, by a POS or Network;</li> <li>• Goods and services loaded onto the Card by You, including any dispute or problem with a POS or Networks relating to goods and services loaded onto the Card;</li> <li>• Any losses, costs, damages, or expenses arising from any failure to perform any of our obligations under the Contract if such failure is caused by abnormal or unforeseeable events, force majeure, a third party, labor disputes, or other events beyond our control; and</li> <li>• Loss of profit or any incidental, indirect, consequential, punitive, or special damages however caused.</li> </ul>
31. NIBank Ltd.	<p>Web: <a href="https://nibank.com/nibank/">https://nibank.com/nibank/</a></p> <p>Email: <a href="mailto:bancaprivada@nibank.com">bancaprivada@nibank.com</a></p>
32. Acceptance of Terms and Conditions	<b>These Terms and Conditions govern the issuance and use of any Card provided by NIBank. Each Cardholder shall be deemed to have unconditionally accepted all the Terms and Conditions and shall be bound by them once the Card is issued by NIBank. Each Cardholder shall also be deemed to have unconditionally accepted all modifications or amendments made by NIBank to these Terms and Conditions.</b>