



## PREPAID CARD TERMS AND CONDITIONS OR AGREEMENT

**IMPORTANT: before accepting or using the Card, please read carefully, as by signing, using, or accepting the Card, you agree with us to everything written here. Terms and Conditions of the Card governing your NIBank customer profile You can also find them at <https://nibank.com/nibank/>**

This document constitutes the agreement ("Agreement") describing the terms and conditions under which the Prepaid Card ("Card") has been issued to you. The Card is a prepaid card issued by NIBank LTD ("Bank"). By accepting and using this Card, you agree to be bound by the terms and conditions contained in this Agreement. Please sign your Card immediately.

These terms and conditions apply to all holders of this card ("**the Card**"). Use of the card implies acceptance of these terms and conditions.

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

**Bank:** NIBank LTD and its successors and assigns as appropriate;

**Participating company:** customer of the Bank providing the prepaid card issued for the program;

**PIN:** personal identification number;

**Prepaid Card:** your personalized prepaid card issued by NIBak LTD;

**Prepaid cardholder agreement** (or the Agreement): this document;

**We, us and our:** means NIBank Ltd and its successors and assigns;

**You, you, and yours:** the person to whom a Prepaid Card is issued, the Cardholder.

**GENERAL INFORMATION** You acknowledge and agree that you do not have a deposit, checking, or other type of account with the Bank. The funds in your Prepaid Card account are not insured by the Bank. Your Prepaid Card is not a credit card. You may use your Prepaid Card as permitted.

**PARTICIPATING COMPANY** The Company that receives and arranges for the funds credited to your Prepaid Card; The Participating Company may impose requirements to maintain your Prepaid Card. The Participating Company may also choose to cancel your Prepaid Card.

**PREPAID CARD ISSUANCE** The Prepaid Card is a proprietary form of a debit card provided in connection with the terms and conditions set forth by the Participating Company. It is not

connected in any way to any account other than your Prepaid Card account. The Bank will register the Cards in the Cardholder's name; therefore, the Cardholder agrees that the name provided in the Prepaid Card Application conforms to the name on his/her identification document. Any changes to your personal information shall be notified to the Bank in writing accompanied by sufficient evidence.

**PREPAID CARD LOADING** Funds can be loaded onto your prepaid card through the company. Limits apply to the number of times your prepaid card can be loaded in a day and certain minimum and maximum load limits apply.

**USE OF THE PREPAID CARD** If sufficient funds are provided on your Prepaid Card to pay for such transaction, you may use your Prepaid Card to (a) pay for goods or services or both at merchants that accept Prepaid Cards; (b) obtain cash from participating financial institutions ("over-the-counter transactions"); (c) make transactions at any ATM worldwide bearing the MasterCard logo; (d) load funds onto your Prepaid Card. You may use your Prepaid Card only after activation. With your Prepaid Card and selected PIN, you can withdraw cash from ATMs worldwide. You may initiate any customer service request by calling Cardholder Services at the telephone number on the back of your Prepaid Card.

**PIN AND OTHER SECURITY MEASURES** You agree that you will not disclose the PIN or record it on the Prepaid Card or make it available to any other person; use the Prepaid Card, PIN, and any terminal as instructed; promptly notify Cardholder Services of any loss or theft of the Prepaid Card or PIN by calling the Bank; be responsible for any transactions made by you or a person authorizing or permitting use of your Prepaid Card and/or PIN. If you permit another person to use your Prepaid Card, you will be deemed to have authorized such use and will be liable unless you notify Cardholder Services by calling the telephone number located on the back of your Prepaid Card that that person's transfers will not be authorized.

**RECEIPTS** You should receive a receipt at the time you make a transaction with your Card. You agree to retain your receipt to verify your transactions.

**FUNDS** You acknowledge and agree that the amount available to you with your Prepaid Card is limited to the balance on your Prepaid Card. This amount is recorded in our records and a Prepaid Card transaction will not be authorized if it exceeds the balance remaining on your Prepaid Card account. Funds in your Prepaid Card account can only be accessed by use of the Prepaid Card by this Agreement. No interest or other earnings will be paid to you on the funds in your Prepaid Card account.

Each time you use your Prepaid Card, the amount of the transaction will be debited from your Prepaid Card account balance. You are not permitted to exceed the available balance on your Prepaid Card, by any person or series of purchases. However, if this occurs in unusual

circumstances, you agree to be responsible for payment in full of any negative balance and for remitting such payment to us immediately. You grant us the right to automatically debit such negative balance from current or future additions to your Prepaid Card account. You also agree to pay negative balance fees in effect from time to time for each transaction that causes your available Prepaid Card balance to fall below zero. In addition to other rights under this Agreement, in the event of a negative balance, you: (1) authorize Participating Company to withhold the amount of the negative balance from future compensation; (2) agree that we may request that Participating Company withhold the amount of the negative balance from your future compensation and pay us such withheld amount to offset your negative balance; (3) consent to our disclosure to Participating Company of the amount and circumstances of such negative balance; and (4) consent to our disclosure to Participating Company and any other person of the suspension or termination of your Prepaid Card account and this Agreement.

**REFUNDS AND REFUNDS** If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds. It may take up to seven days for the refund amount to be credited to your Card.

**CHARGES INCURRED IN FOREIGN COUNTRIES** If you incur a Charge in a foreign currency, it will be converted to USD. The conversion rate used will be at least as favorable to you as the interbank rate, a tourist rate, or, as required by law, an official rate, which rate exists within 24 hours of the time we process the Charge. Authorized Agents, plus the rate of the amount converted in each case plus or minus any adjustments determined by the participating company. This percentage amount is independent of any amount taken by the issuer by the following section of this Agreement. Amounts converted by common carriers will be billed at the rates that the carriers use.

**CARD REJECTION AND RELATED PROVISIONS** We do not guarantee approval of transactions and are not responsible for transactions that we do not approve, either by us or by a third party, even if you have sufficient available credit. We may limit the number of transactions that can be approved in a day. If we detect unusual or suspicious activity, we may suspend your credit privileges until we can verify the activity. If you are not in compliance, if your card is lost or stolen, or if we change your account for any reason, we may suspend automatic charges with third-party vendors. If pre-authorized charges are suspended, you are responsible for direct payment of those charges until you contact the third party to reinstate the automatic charges. If a card is lost or stolen, or if you believe someone has used or may use your card without permission, please call us at the Customer Service number listed on your statement the toll-free number, or your local Directory Assistance. We may ask you to provide certain information in writing to help us figure out what happened and to help us conduct our investigation.

You must identify to us any charges that were not made by you, or someone authorized by you and for which you did not receive any benefit.

**PERIODIC STATEMENTS** You can find out how much money you have left on your card account by visiting the website on the back of your card.

**BILLING ERRORS AND QUESTIONS** IF you have any questions, problems, or disputes regarding your monthly statement, contact us and we will take all reasonable and appropriate steps to provide the information you request or resolve your dispute by your rights as described in the notice included with this Agreement. If you have a problem with the goods or services you charge on the Card or if you have a dispute with a firm that honors the Card, in some circumstances you may be permitted not to pay us until the dispute is resolved. Those circumstances are specified in the notice describing your rights. Unless such circumstances exist, you must pay us and resolve the dispute directly with the firm. We will not be liable if any company refuses to honor the Card or for any other problems you may have with that company.

**NO WARRANTY REGARDING GOODS AND SERVICES OR UNINTERRUPTED USE.** We are not responsible for the quality, safety, legality, or any other aspect of the goods or services you purchase with your Card. From time to time, the Card service may be inoperative, and when this happens, you may not be able to use your Card or obtain information about your balance. Notify us if you have any problems using your Card. You agree that we are not responsible for any service interruptions.

**CHANGES TO THIS AGREEMENT** Subject to applicable law, we may change the rates, fees, and terms of this Agreement at any time for any reason. Changing the terms includes adding, replacing, or deleting provisions relating to your account and to the nature, scope, and application of the rights and obligations you or we have in connection with this Agreement. These changes are binding on you. Unless we notify you otherwise, use of the Card after the effective date of the change will be deemed acceptance of the new terms, even if the 45 days have not expired. All other changes take effect immediately upon notification unless otherwise stated in any change notice.

**NOTICES** We may send notice to you at the address (or email address) shown in our records for the account. A notice to any one of you will be deemed notice to all of you. Any notice you send to us must be in writing and must be sent to the following address: Friars Hill Road Woods Mall, Suite 20 St. John's, Antigua, and Barbuda.

**CONFIDENTIAL INFORMATION CONSIDERED** The Bank agrees that it will maintain all data relating to the Cardholder's accounts as confidential information and will exercise the same standard of care and security to protect such information as the Bank uses to protect its confidential information. The Bank agrees to use such data solely for the provision of services to

the Cardholder and not to disclose such information to any other party, except as required by law.

**DISCLOSURE OF INFORMATION** The Bank will disclose information about the Cardholder's Account to third parties in the following circumstances: a. to verify the existence and status of a merchant's Account; b. to comply with court orders; or c. to verify the existence and status of a merchant's Account. The cardholder grants the Bank written permission.

**ADVICE AGAINST ILLEGAL USE** The Cardholder understands and agrees that your Card and/or Account may not be used directly or indirectly for any illegal activity or transaction. However, if a charge or transaction described in this paragraph is approved and processed, you will be responsible for such charges and for holding anyone else harmless.

**WARRANTY DISCLAIMER** This Agreement excludes, and the Bank hereby expressly disclaims, any representations or warranties, express or implied, oral or written, concerning the services provided, or the system used in connection with such services, or any component or portion thereof or other goods or services provided by the Bank hereunder, including, without limitation, warranties of quality, performance, non-infringement, merchantability and fitness for a particular purpose. There are also no warranties created by a course of dealing, course of performance, or usage of trade. The Bank does not warrant that the processing services and the system used in connection therewith will meet the Cardholder's needs; that all errors can be corrected; or that the operation of the processing services and the software used in connection therewith will be uninterrupted or error-free. The foregoing exceptions are an essential part of this agreement and formed the basis for determining the fees to be charged for the processing services.

**APPLICABLE LAW** The laws of Antigua and Barbuda governs this Agreement. Any dispute relating to any item in this Agreement shall be resolved by those laws.

**PROVISIONS** If any provision of the Contract is determined to be illegal or unenforceable for any reason, the remainder of the Contract shall continue to apply.

**FOR MORE INFORMATION** Call the Customer Service phone number or go to the website shown on the back of your card.