VII) CHANGES

The Cardholder shall immediately notify the Bank at the bank branch or it's Credit Card Centre in writing of any change of name or address

VIII) NOTICES

Any notice to the Cardholder shall be sent by prepaid post to the address given or the address subsequently notified to the Bank in writing and shall be deemed to have been delivered 48 hours after the date of posting.

IX) REFUNDS

If a Merchant issues a refund voucher in respect of a Card Transaction, the Bank will credit to the Card Account the amount shown to be due when it receives the refund voucher from the Merchant. Unless a refund voucher is issued and sent to the Bank then (subject to any rights vested in the Cardholder by statute) the amount will be payable in full to the Bank and no claim by a Cardholder against the Merchant may be the subject of setoff or counter claim against the Bank.

X) DISPUTES

- Any and all disputes between a Cardholder and a Merchant in respect of any Card transaction shall be resolved by and between the Cardholder and the Merchant. In the case of such disputes, the Bank shall remain fully indemnified by the Cardholder in respect of any and all claims arising therefrom whether by the Merchant or any third party.
- If any part of this Agreement is found to be invalid, the rest remains effective.

XI) CANCELLATION

You may cancel the Card upon giving the Bank ten (10) days written notice of such intended cancellation and such notice shall only be effective if it is accompanied by the Card.

XII) DISCLOSURE

- The Bank will disclose information to third parties about the Cardholder's Account in the following circumstances:-
 - (a) in order to verify the existence and condition of the account for a merchant;
 - (b) in order to comply with Court Orders; or
 - (c) if the Cardholder gives the Bank written permission;
 - (d) in accordance with any Laws or regulations prescribed by any statute, authority, statutory body or other institution governing the same in the Federation.

By signing the application, I agree to the terms and conditions of the Card. The applicable laws of the Federation of St. Kitts-Nevis govern this Agreement.



THE BANK OF NEVIS LIMITED

Improving the Quality of Life

P. O. Box 450 Main Street Charlestown Nevis Tel: (869) 469 5564/1153

Fax: (869) 469 1039/5798 e-mail: info@thebankofnevis.com website: www.thebankofnevis.com



THE BANK OF NEVIS LIMITED

BON VISA DEBIT CARD



Smarter * Safer * Easier

USE YOUR BON VISA DEBIT CARD FOR VACATIONS, SHOPPING, BUSINESS AND MUCH MORE...

- No annual fees and interest to pay
- Access internationally as well as locally
- The luxury of purchasing anything anywhere VISA is accepted
- Instant cash in any currency, anywhere in the world
- The ability to check your bank account instantly
- The convenience of travelling anytime without having to go into the bank
- All the benefits of online shopping
- Cash for emergencies while you're abroad
- The security of having cash only when you need it



Nlama

THE BANK OF NEVIS LIMITED

BON VISA DEBIT CARD APPLICATION

1 Vallie		
(First)	(Middle)	(Surname)
Embossed name		
	(26 charac	ters maximum)
Date of Birth		
Marital Status S - Single		M - Married
D - Divorced		W - Widowe
Government Identifica	ation: (2 pieces	s required)
PP #	SS # _	
Driver's Licence #		
National ID Card # _		
Mother's maiden nam	e	
Gender □ Male	□ Fem	nale
E-mail		
TELEPHONE		
Home	e Work	
Cell	Other	
PHYSICAL ADDRES	s	
Street		
City		
State	Zip	
Country		
MAILING ADDRESS		
P. O. Box		
Street		
City		
State	Zip	
Country		

ADDITIONAL/ALTERNATIVE ADDRESS
Street
P. O. Box
City
State Zip
Country
EMPLOYMENT
Occupation
Employer Name
Address
Tel:
I would like my BON VISA Debit Card to be
linked to the accounts listed below:
1)
2)
3)
Signature Date (dd/mm/yr)
NB. By signing above I certify that I agree to all th
terms and conditions of this application.
FOR BANK USE ONLY
Date received:
Date received.
Date issued:
Date activated:
CIF:
Activated by:
Approved by:

THE USE OF THE BON VISA DEBIT CARD IS GOVERNED AT ALL TIMES BY THE TERMS AND CONDITIONS SET FORTH

DEFINITIONS:

In this Agreement:

"the Bank" means The Bank of Nevis Limited and its successors and assigns;

"the Card" means BON Visa Debit Card:

"the Cardholder" means the person to whom or for whose use a Card is issued by the Bank;

"PIN" means the personal identification number to be used for ATM transactions by the Cardholder.

"Card Transaction" means obtaining cash or the purchase of goods and services against use of the Card for debit to the accounts of the Cardholder;

"Card Limit" means the maximum amount of cash the Cardholder is permitted to withdraw at an automated banking machine and/or to pay for goods and services at a point of sale terminal;

"Account" means a deposit account(s) maintained by the cardholder for the purpose of satisfying transactions made with the "Card".

Authorised User" means a Cardholder to whom a BON VISA Debit Card has been issued

"International transaction" means a transaction that is initiated outside the Federation of St. Kitts-Nevis.

Applicants must be 18 years or older. If the applicant is aged 16—18, parental consent will be required on the application.

I) THE CARD

- The Card must be signed by the Cardholder immediately upon receipt and may only be used:
- By the Cardholder after it has been signed.
- Subject to the terms of this Agreement and the Conditions of use of the Card which are in force at the time of use.
- c. Within the available balance of the Account at the Bank.
- d. To obtain the facilities and benefits from time to time made available by the Bank in respect to the use of the Card.
- e. Subject to the right of the Bank., in its absolute discretion and without prior notice, at any time to cancel, refuse or re-issue, renew or replace the Card or to with draw the right to use the Card for, or to refuse any request for authorization of, any particular Card Transaction and to publish any such withdrawal or refusal.
- The Card may not be used as payment for any illegal purchases.
- iii) Whenever the Card is used in conjunction with an automatic teller machine or a Point of Sale terminal it must be used only in accordance with the operating instructions and conditions of use in force for the time being. In particular cash withdrawals and Point of Sale transactions must not exceed the permitted limit as notified by the Bank to the Cardholder from time to time.
- iv) Whenever the Card is used to make purchases or obtain services the Cardholder shall sign a Sales Voucher or Cash Advance Voucher, but if this is not done, the Cardholder will nevertheless remain liable to pay the Bank all amounts debited to the Card Account.

- If ATM depository services are provided by the Bank, whenever depositing at the ATM, the Cardholder must use only the prescribed sealed envelope enclosing therein all items (excluding coins) for credit to that account and in which event the liability of the Bank as recipient of cash and/or the collecting bank shall not arise until the said envelope has been opened and the contents verified and accepted in accordance with the Bank's prescribed procedures. Prior to such acceptance the sole responsibility of the Bank will be for safe custody only.
- vi) The Card may not be used after its expiry date.
- vii) The Card is the property of the Bank at all times and must be returned by the Cardholder to the Bank or any other person acting for the Bank, at the request of the Bank.
- The Bank may at any time and without notice, cancel or suspend the right to use entirely, or in respect of specific facilities or refuse to re-issue, renew or replace any Card, without in any case affecting the Cardholder's obligations to the Bank which shall continue in force.

II) FEES AND CHARGES

- The Bank is authorised to debit the Account with all charges pertaining to the acquisition of the Card, and/or its renewal and/or its replacement in the event of loss/ theft/damage.
- ii) The Bank is authorised to debit the Account(s) in addition to, or in lieu of, any right of set-off available to the Bank with the amount of all Card Transactions (including any and all fees where applicable) and any other liabilities of the Cardholder and any loss incurred by the Bank arising from the use of the Card. The Cardholder will pay to the Bank all amounts so debited.
- iii) Charges from foreign merchants and financial institutions may be made in a foreign currency. We will debit the Account in Eastern Caribbean (EC) dollars based on the exchange rate on the day we settle the transaction, plus any special currency exchanges/ charges that may be imposed by us, the VISA network and/or by any third-party used to complete the transaction. The exchange rate applied to each such transaction is (1) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date. which rate may vary from the rate Visa itself receives, or (2) the government-mandated rate in effect for the applicable central processing date. Because of the special charges and possible differences in exchange rates between the time we settle and the time you initiated the transaction, the total charge for a foreign transaction may be greater than the cash advance or purchase at the time it was made.

Regardless of whether the transaction is made in foreign currency or in US dollars, additional fees may apply to all international transactions using the Card. You will be billed for any international transaction fees that may be imposed by us, the VISA network and/or by any third-party used to complete the transaction.

III) JOINT ACCOUNTS

 i) In the case of a joint account which requires dual signatures to operate the account, all signatories to the account must sign the Agreement, and the liability of the account holders shall be joint and several.

- If the Card is lost, stolen, or for any other reason liable to misuse or if the PIN is disclosed in breach of the condition, the Cardholder must immediately notify the Bank's Card Centre. If this notification is given verbally, it shall not take effect unless confirmed in writing to the Bank. Until the Bank receives effective notification, the Cardholder will be liable with respect to any use of the Card. After the Bank has been effectively notified, the Cardholder's liability for any subsequent use of the Card other than by the Cardholder will cease.
- tii) The Cardholder will give to the Bank all the information in the Cardholder's possession as to the circumstances of the loss, theft or misuse of the Card or disclosure of
 the PIN and take all steps deemed necessary by the Bank to
 assist in the recovery of a missing Card. In the event of any
 such loss, theft or misuse being suspected, the Bank may
 provide the Police or other pertinent authority with any information it considers relevant whether relative to the Card
 or otherwise. If a Card is reported as lost, stolen or liable to
 misuse, that Card must not subsequently be used, but must be
 cut in half and returned immediately to the Bank.

V) AMENDMENT OF FORMS

The Bank may vary this Agreement and/or these conditions at any time(s) in its sole discretion whether or not a similar amendment is made to the Agreement and/or condition(s) provided that at least 15 days prior notice of any such change is given to the Cardholder and a variation so notified shall be binding upon the Cardholder (including, for the avoidance of doubt, an Authorised User).

VI) FORCE MAJEURE

- i) The Bank shall not be liable if it is unable to perform its obligations due directly or indirectly to failure of any machine, data processing system, transmission link or to industrial dispute or to any cause outside the control of the Bank, its agents, servants or sub contractors.
- ii) The Bank shall not be liable to you, the cardholder, for the operational failure of Participating ABM or point-of-sale device or for any injury, loss or damage howsoever arising whether from criminal activity or otherwise suffered by you in the use of the ABMs or point-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 your failure to input complete and accurate information, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, operator error, log in sequences, severe weather, earthquakes, flood or other acts of God.
- iii) In no event will the Bank be liable for damages in excess of your actual loss due to its failure to complete a transaction and the Bank will not be liable for indirect, incidental or consequential damages.
- iv) Where you agree with any merchant to have the Card charged periodically for any good or service provided by the merchant or otherwise, you wholly accept the risks and consequences thereof including but not limited to part payments or late payments, and the Bank shall not be liable for any loss arising as a result of such part payment, late payment or otherwise.