

# Terms and Conditions

## Visa Prepaid Card issued by Banco di Caribe N.V.



Please read the following carefully and keep them for your records. By purchasing, receiving and/or using the Banco di Caribe Visa Prepaid Card, the Purchaser and or Cardholder agrees to be bound by the Terms and Conditions of this Agreement.

In these Terms and Conditions, the following terms shall have the following meanings:

<b>'The Purchaser':</b>	the person who has purchased the Banco di Caribe Visa Prepaid Card
<b>'The Cardholder':</b>	the purchaser or person who has received and or signed the back of the Banco di Caribe Visa Prepaid Card
<b>'The Bank' or 'BdC':</b>	Banco di Caribe N.V. In this document Banco di Caribe N.V. is referred to as 'BdC'
<b>'Card':</b>	the Visa Prepaid Card issued by Banco di Caribe N.V. also known as the MultiCard
<b>'PIN':</b>	the four digit Personal Identification Number needed for cash withdrawals

### 1. The Card

The Card is personalized which means that the name of the Cardholder is printed on the Card and that only this person can use the Card and is responsible for the transactions done with the Card. The Card accesses a special prepaid payment facility the purchaser has opened by delivering funds to the Bank for use of this Card. The Card is not linked to nor does it access in any way, any checking or other account at the Bank. The Card is NOT a Credit Card. No interest will be paid on the balances transferred to the Card and such balances are not insured. The Cardholder is allowed to have one (1) Card at the time.

### 2. The usage of your Card

- The Card may be used by the purchaser to shop, travel and/or buy on the internet. By purchasing, receiving and signing the back of and/or using the Card you agree to be bound by these Terms and Conditions.
  - Before using the Card, the Cardholder must sign the Card. The person whose name appears on the Card must sign on the signature panel on the back of the Card. The Purchaser shall not sign the Card if he intends to give it to another person. The person who receives it should be the person who signs it. The Purchaser is advised to deliver these Terms & Conditions with the Card in case the Card is given to another person.
  - The Cardholder can purchase goods and services by presenting the Card at participating companies, which have agreed to accept the Card and can be recognized as such by the Visa acceptance sign. For purchases the Cardholder needs to sign the sales receipt that clearly states the total purchase amount to complete the transaction. If there is a keypad, the Cardholder is advised to ask the sales clerk for a sales receipt that allows the Cardholder to sign.
  - The Card can be used to withdraw money from ATMs with a VISA Plus Logo. A PIN is required. Cash withdrawals with the Card from any ATM are subjected to a surcharge of the financial institution the ATM belongs to. The bank is not liable for any malfunctioning of any ATM used. It is recommended to memorize the PIN received with the Card and to destroy any written record hereof.
  - Recurring transactions are not allowed with the Card.
  - The Card may be used to execute online transactions (purchases on the internet), the three digit CVV code printed at the back of the Card may be required to execute this transaction. The Bank recommends using the Card only on secured websites.
  - Secured websites can be recognized as follows:
    - Check for the "https" in the prefix of the web page address
    - Check for the "Lock" icon in the status bar of your browser
- Example:



The Card can be purchased by BdC account holders and non BdC account holders. The Cards are available with a minimum amount of US\$ 25.00 up to a maximum of US\$ 2,000.00 for a BdC account holder and US\$ 1,000.00 for a non BdC account holder. When the Cardholder uses the Card, the amount of any purchase or cash withdrawal will be deducted from the Card and its value will be reduced accordingly. The Cardholder may only use the Card when there is a balance remaining after deducting all previous purchases made from the amount of the original value of the Card and then only up to the amount left on the Card. Purchases will be deducted from the Card until the value reaches zero. The Card is reloadable and can be loaded by a cash deposit or transfer of a maximum amount of US\$ 1,000.00 (non BdC account holders) or US\$ 2,000.00 (BdC account holders). The available balance on your Card can never exceed aforementioned amounts. BdC reserves the right to refuse a transaction that exceeds the fixed maximum amounts. Customers will be charged for each reload. You need your Card number to complete the deposit or transfer.

### 3. Paying at Merchant

- When the Card is used to purchase goods or services at a merchant, the merchant may attempt to obtain pre-authorization for the transaction. A ten (10) business day hold will be placed on the Card for the amount of the pre-authorization request, which means that those funds may not be used for any other purpose during the hold period. If the pre-authorization request amount varies from the amount of the actual transaction, payment of the transaction may not remove the hold that may remain on the funds in the payment facility associated with the Card until ten (10) business days have expired.
- If the amount of the purchases is greater than the amount available on the Card, the difference can be paid with another form of payment, depending on the policy of the merchant. Any transaction attempted for more than the amount available on the Card will be declined. Therefore, the Cardholder must know the amount available on the Card and inform the merchant to process the transaction within that amount.
- If the Card is used for a transaction in a foreign currency, the transaction will be converted into US Dollars.



#### 4. Obtaining balance information on your Card

To check the balance on the Card or to get a summary of the transactions made, the Cardholder can call the BdC Customer Service Department at phone number (5999)-432 3200 (Curaçao), (599) 717 7595 (Bonaire) or (1721) 545 5002 (Sint Maarten). Banco di Caribe accountholders can also check the balance on the Card on BdC online. The Cardholder will receive a copy of the sales receipt at the merchant for each transaction made. BdC will provide each Cardholder with a monthly statement sent to his/her e-mail address free of charge. If the Cardholder prefers to receive the statement by mail a monthly statement fee applies.

#### 5. Theft, loss, damage and unauthorized use of the Card

- a. In case of theft, loss or unauthorized use of the Card please see the back of this brochure for our contact information. The Cardholder shall immediately notify the Bank of this occurrence.
- b. In case of theft or loss of the Card, the Bank will need the Card number to block the Card. Generally a replacement Card will be issued or we will be reimburse the value remaining on the Card. The original Card will be canceled. Replacement fee or a refund fee will be deducted from the remaining balance at the time the replacement Card or refund is issued.
- c. If the Card is damaged, a replacement Card can be issued for the value remaining on the damaged Card. The damaged Card will be cancelled and blocked. A replacement fee is charged for the aforementioned service. This service charge will be deducted from the remaining balance at the time a replacement Card is issued.

Please be advised that at all times the Cardholder is responsible for all authorized uses of the Card. This Card is not protected by laws covering credit or debit Cards. In case of unauthorized use of the Card, the Cardholder should follow the same procedure explained for theft or loss to minimize further loss. The Bank is not responsible for any negligent and/or fraudulent transaction, in the handling of the Card. When the Cardholder notifies the Bank within thirty (30) calendar days, the Bank will be able to initiate a charge back process. After the thirty (30) calendar days the Bank no longer guarantees this process in case we can prove that further loss could have been prevented.

#### 6. Rights in case of Dispute

- a. In case of errors or questions about electronic transactions made with the Card, the Cardholder should contact the Card Services Department, as soon as possible. If the Cardholder thinks the transaction history or receipt is wrong or if the Cardholder needs information about a transaction listed in the transaction summary or on the receipt, the Bank must hear from the Cardholder within thirty (30) calendar days after the date of the transaction.
- b. The Cardholder is required to notify the Bank in writing of his/her complaint within ten (10) business days including a copy of the transaction history or receipt.
- c. The Bank will inform the Cardholder of the results of its investigation within ten (10) business days after the above notification. If complaint is justifiable, the Bank will correct any error promptly. However, in case the Bank needs more time to investigate the complaint or question; this may take up to one hundred and twenty (120) calendar days.
- d. If the Bank's investigation reveals that there was no error, the Bank will inform the Cardholder within three (3) business days, after it concludes its investigation.
- e. If the Cardholder has a problem with any goods or services he/she purchased using the Card, the Cardholder hereby agrees to settle any dispute arising from the problem directly with the merchant who provided the goods or services.

#### 7. Validity Card

The Card is valid for two years from the purchase date. Any transactions attempted after expiry date will be declined. If after expiry date any unused balance still remains on the Card, the Bank will reissue a new Card, after client's written request, in the amount equal to the remaining balance. There is a purchase fee, which will be deducted from the remaining balance at the time the new Card is issued. The Bank will charge a monthly maintenance fee starting one month after the expiration date.

The Bank will reimburse the remaining balance within three months of the expiry date upon request.

If you fail to request the new Card or the reimbursement of the remaining balance within this period, the funds on the Card will expire and will become valueless.

#### 8. Cancellation

- a. The Card shall remain the property of the Bank at all times. The Bank may cancel the right of use of the Card by the Cardholder at any time and have him/her return the Card to the Bank. A cancellation fee will apply.
- b. The Cardholder needs to complete a cancellation form before the expiry date. The remaining balance will be reimbursed once all transactions and fees have been deducted. A cancellation fee also applies.
- c. The Bank retains the right to discontinue the use of the Card and amend these Terms and Conditions at any time at its own discretion. The Bank will notify the Cardholder of these changes properly.

#### 9. Shortage on Card balance

If for any technical reason or system malfunction a transaction occurs despite insufficient funds on the Card, creating a negative balance amount, the Cardholder will have to pay the shortage amount to the Bank upon request. The Bank reserves the right to charge a shortage fee.

#### 10. Applicability and Governing Law

- a. By signing the application form, the Cardholder accepts these Terms and Conditions unconditionally.
- b. These Terms and Conditions shall take effect as of the date of issuance of the Card.
- c. These Terms and Conditions shall be governed by and construed in accordance with the laws of the country of Curaçao and in accordance for all customers residing in Curaçao and in accordance with the laws of the public entity Bonaire and the laws of the country of St. Maarten for the customers residing in the public entity of Bonaire respectively country St. Maarten.