

FIRSTCARIBBEAN CREDIT CARD CARDHOLDER AGREEMENT

The FirstCaribbean Credit Card Cardholder Agreement (“Agreement”) provides and explains the terms and conditions governing the use of the FirstCaribbean Credit Card at all times. Please read it carefully and retain the Agreement for your records.

In this Agreement, the words “you” and “your” refers to the Primary Cardholder and include Supplementary Cardholders added to the Credit Card Account (“Account”) by the Primary Cardholder, unless otherwise mentioned. “Primary Cardholder” refers to the company, partnership, association, sole trader or individual liable for any outstanding debt. “Supplementary Cardholder” or “Additional Cardholder” or “Authorised Users” refers to any other person the Primary Cardholder authorises to have a credit card issued on this account or to act/communicate on the Primary Cardholder’s behalf with FirstCaribbean International Bank. Where the Primary Cardholder is a corporation, partnership or association, “Supplementary Cardholder” or “Additional Cardholder” or “Authorised Users” refers to any person that the Primary Cardholder authorises to have a credit card issued on this account or to act/communicate on the Primary Cardholder’s behalf with FirstCaribbean International Bank in accordance with the Primary Cardholder’s general banking resolution (corporation), Agreement respecting partnership Accounts(partnership) or Banking Resolution for Unincorporated Associations.

In this Agreement, the words “we”, “us” and “our” refer to FirstCaribbean International Bank (Bahamas) Limited or FirstCaribbean International Bank (Barbados) Limited or FirstCaribbean International Bank (Cayman) Limited or FirstCaribbean International Bank (Jamaica) Limited and/or any other subsidiaries or affiliates of FirstCaribbean International Bank Limited, each known as “FirstCaribbean”, as may from time to time hereafter come into existence and any successors or assignees of these companies.

Any reference to “instructions” or “your instructions” refers to Internet e-mail (“e-mail”), telephone or fax instructions. E-mail instructions will only be accepted from the address we have on file at the time of submission.

The term “Communications” means any instructions or information from, or purporting to be from, you or your e-mail address.

“Credit Limit” means the maximum credit facility being extended to the Customer as determined by us and notified to the Customer from time to time. “Card Limit” refers to the portion of the Credit Limit allocated to each Additional Cardholder by the Customer, which may not exceed the Credit Limit.

You understand and agree that if you activate, or use the credit card(s) (“Card”) or if you are provided with a renewal or replacement Card(s), it means this Agreement is in force between you and FirstCaribbean. The credit card application forms part of this Agreement.

You understand and agree that if your application for a Platinum or Gold account is not approved, the application constitutes your application for an alternative account.

- 1. The British Airways Executive Club Programme (BAEC) (This section is applicable, only if you have been enrolled in the British Airways Executive Club Programme)** – The BA Business Credit Card enables you to earn BA Miles which can be redeemed for reward flights, subject to taxes, fees charged and surcharges including airline surcharges, on British Airways and partner airlines. BA Miles can not be redeemed for American Airlines transatlantic flights between the United States and London. To be eligible to earn BA Miles with the BA Business Credit Card, you must reside in a country where the BA Business Credit Card is issued and be enrolled in the BAEC programme associated with the country of issuance. If you are not already a BAEC member, you will be enrolled automatically if approved for the BA Business Card. If your address changes and is no longer within the country where the BA Business Card is issued, then you will no longer earn BA Miles when using the BA Business Card. For additional rules and regulations of the BAEC, please visit ba.com.



You will receive one (1) BA Mile for every US \$1 or equivalent currency of US \$1 spent on qualifying billed purchases charged to your Card Account. You will receive two (2) BA Miles for every US \$1 or equivalent currency of US \$1 spent on a BA airline ticket and charged to your Card Account. You will receive 5,000 BA Miles as a one time bonus upon activation of a BA Business Credit Card Account by us. All BA Miles accumulated through the BA Business Credit Card Account will be transferred to the BAEC membership account. Fulfilment for the redemption of BA Miles for travel is solely the responsibility of British Airways. BA Miles are not earned on balance transfers, convenience cheques, cash advances, or other fees charged to the Card Account. If the Card Account is in a delinquent status BA Miles will not be earned with the Card although BA Miles earned through the Executive Club will still apply. BA Miles earned with the BA Business Credit Card will not be credited toward Executive Club tier level progression or retention.

If you receive a credit on the Card Account for a qualifying purchase that earned BA Miles, the BA miles earned will be deducted from your BAEC membership account. If the deduction would result in a negative balance of BA Miles then no BA miles will be applied to the your BAEC membership account until you have performed sufficient qualifying purchases to earn the number of BA Miles equal to the negative balance.

You authorise us to report to BAEC the BA Miles earned on the BA Card Account. We are also authorised to share with British Airways experiential and transactional information regarding the Client's Account. You will not receive BA Miles if you fail to make payment when due or you fail to comply with this Agreement. Once BA Miles are transferred to your BAEC membership account, you will be entitled to redeem them within the terms of the BAEC Programme. You may log into your BAEC membership account at ba.com to confirm the actual number of BA Miles available at anytime for redemption. You are entitled to earn BA Miles for as long as you comply with these Conditions and the terms of the BAEC programme. For complete details on the Executive Club Programme, visit ba.com.

You agree that the Bank can share your personal data with British Airways. You will receive statements and information from British Airways relating to the Executive Club Program. British Airways will use your personal data to administer your Executive Club account and to contact you with information and offers from British Airways and Executive Club scheme partners, to help you collect and redeem BA Miles. In processing your data, British Airways will act in accordance with their privacy policy. To update preferences, view British Airways privacy policy and see full Executive Club Terms and Conditions, please visit ba.com. If you do not want to receive marketing communications from British Airways or third parties referred by British Airways, please contact British Airways via its website at ba.com.

2. USE OF CREDIT CARDS - You will ensure that each Card is signed immediately upon receipt and will take every reasonable precaution to keep it safe. You agree to activate each Card upon receipt before commencing any Card use. You agree not to use the Card prior to any validation date or after the expiry date embossed on the Card. If it is used, you agree to pay any debts incurred. The Card(s) is our property. You may use the Card wherever it is accepted, to buy goods or services ("purchases") and for other purposes FirstCaribbean may authorise from time to time. You may obtain cash advances from financial institutions that accept the Card. By using the Card, together with the Personal Identification Number ("PIN") assigned to you or that you have chosen. You can also obtain cash advances at any Automated Banking Machine ("ABM") displaying the relevant Visa/Plus or MasterCard/Cirrus logo as applicable. We will not be liable if a merchant, a business or an ABM does not accept the Card for any reason. You may only use the Card for legal and genuine transactions. The use of the Card will always be subject to any statutory restrictions and/or regulations that any other regulatory authority may impose. You acknowledge and accept that any transaction that FirstCaribbean considers to be in breach of any such statutory restrictions, regulations or procedures may be declined. You undertake to procure that the card will not be used in a manner prohibited by law. Further, you undertake that the card shall not be used in a manner which will necessitate or promote:



- (a) the making of a loan or quasi-loan to the director of the Customer or its holding company;
- (b) the entering of any guarantee or provide any security in connection with a loan or quasi-loan made by any person to such a director;
- (c) the entering into a credit transaction as credited for such director or a person such connected;
- (d) the entering into any guarantee or provide any security in connection with a credit transaction made by any other person for such a director or a person connected.

Notwithstanding any statement or representation to the contrary whenever made, the Card may not in any circumstances be used to guarantee payment of any cheque to a third party or as evidence of identification to support the encashment of a cheque.

3. AUTOMATED BANKING MACHINES (ABMs) – The amount you can withdraw each day as a cash advance from an ABM, and the available ABM services, may vary from time to time. You agree and understand that each ABM or financial institution may establish its own limits for one-time, daily, or weekly cash disbursement. We are not liable for any loss or damages you may suffer because of your use of an ABM or because of any failure to provide ABM services. We are not responsible for informing you of any mechanical failures of an ABM or for telling you when these services are changed or withdrawn.

4. CONFIDENTIALITY OF PERSONAL IDENTIFICATION NUMBER (PIN) – You will memorise and keep your PIN confidential. In the event the PIN is recorded, you agree to keep the Card(s) in a separate physical location/container from your PIN(s), at all times. You will select a different secret code, from the PIN(s) used for Debit, or telephone banking. You will not use your birth date, telephone number or address, or the birth date, telephone number or address of a close relative, when selecting your PIN. You will not use any part of the number that appears on the Card when selecting your PIN. If a PIN becomes known to anyone or you suspect that another person knows it, you must notify us as soon as reasonably possible at any branch of FirstCaribbean or the nearest FirstCaribbean Card Centre. Also, if you know or suspect that a PIN has become known to anyone, you will change it immediately. You understand that if you do not keep your PIN confidential or if you keep the Card and PIN in a way that would enable someone else to use them together, you will be liable for all debt, including interest and charges arising from the unauthorised use.

5. LIABILITY FOR DEBT – The purchase price of goods and services, the amount of cash advances and all other amounts payable under this Agreement are called “Debt”. With use of the Card by you or any Supplementary Cardholders, a Debt is incurred. You are liable for all Debt (including Debt incurred by each Supplementary Cardholder), plus any interest, service charges and fees that we may charge, which also form part of your Debt. If you or any Supplementary Cardholder(s) sign a sales or cash advance draft or give the Account number to make a purchase or obtain a cash advance without presenting the Card (such as for a mail order, telephone or Internet purchase), the legal effect shall be the same as if the Card was used by you and a sales or cash advance draft was signed by you. You agree to repay all Debt to FirstCaribbean.

6. CREDIT LIMIT – The Credit Limit appears on your Card Carrier (the document which accompanies your credit card) when it is issued or re-issued, it also appears on your monthly Credit Card statement. You agree that from time to time we may review the Account and increase or decrease the Credit Limit without prior notice, based on overall Account performance. If however, we determine based on our Account performance review that a decrease to the Credit Limit is required, you agree we may affect the Credit Limit change without prior notification. You must immediately notify us of any discrepancies of the Credit Limit in writing. We may, but are not required to, even if we have done so before, permit your Debt to exceed the total Credit Limit established from time to time. You are liable for all Debt, whether or not it exceeds the Credit Limit. You understand that the use of the Card and the Account may be suspended, at our discretion, if the Credit Limit is exceeded.

7. CARD LIMIT - You agree to communicate the Card Limit of each Additional Cardholder to us in writing. If you do not communicate the Card Limit to us, you understand the Card Limit will be the same



as the Credit Limit. We may, but are not required to, even if we have done so before, permit the Additional Cardholder to exceed the total Card Limit and the Credit Limit established from time to time. You understand that the use of the Card and the Account may be suspended, at our discretion, if the Card Limit is exceeded. You are responsible for all penalty fees associated with the Card or Account going over limit. You are responsible to pay any over-limit amounts in full by the payment due date. We may increase or decrease the Additional Cardholder's Card Limit upon your request in writing understanding that the cumulative total of all Additional Cardholder's Card Limits may not exceed the Credit Limit communicated to you from time to time.

8. MONTHLY STATEMENTS - The number of days between the statement closing date and the payment due date may vary from one billing cycle to another as a result of several factors, including holidays, weekends and the different number of days in each month. The grace period will normally be between 25 and 30 days. We will send monthly statements to you or the Cardholder dependent on the statement option you have indicated on the application or modified by your written request. We will prepare the Customer's monthly statement approximately the same time each month. You are responsible for ensuring the credit card statement is received each month. If you do not receive it, please contact us.

9. RECORDS - You agree to accept our records of a transaction as accurate unless you can provide contrary evidence that is satisfactory to FirstCaribbean.

10. STATEMENT INACCURACIES - If you believe your statement contains any inaccuracies, you must notify us in writing within 30 days of the date of the statement. This is to allow corrective action to be taken in accordance with Visa/MasterCard Operating Regulations "Chargeback Rights". Be sure to quote your name and Account number on all correspondence. We will be unable to credit your statement if the letter is not received in time.

11. MERCHANT DISPUTES – You will attempt to settle all claims and disputes regarding any transaction or any credit voucher issued by a merchant directly with the merchant or business concerned first, before filing a dispute with us. We will credit the Card Account upon receipt of a merchant's credit voucher for a purchase made with a Card. If we have not received a credit voucher when a monthly statement is printed, you will pay the balance shown on the statement as required by this Agreement, and any credit will appear on a subsequent statement following our receipt of the voucher. You agree to indemnify FirstCaribbean from any such dispute with or by the merchant or any third party. You also agree that FirstCaribbean is not responsible for any problem with any goods or services that you have paid for using the Card.

12. PAYMENTS - You will pay the Debt incurred by the payment due date on the monthly statement as follows:

- (a) In full **where full payment is required and so stipulated on the monthly statement**
- (b) By a part payment equal to the minimum payment required as stipulated in the monthly statement
- OR**
- (c) By any payment greater than (b).

In addition, you will immediately pay any Debt exceeding the credit limit, and if the balance shown on a statement is less than the minimum payment required, you will pay it in full by the Payment Due Date. Payments received by us during regular business hours will be deemed to be applied to the Credit Card Account effective the business day following the date on the receipt issued by us. You will not use the Account to pay the Debt.

A payment must be made to the Credit Card Account monthly (unless you have a "Payment Holiday" or your outstanding balance at the time of statement generation is \$0), regardless of whether you have received a statement or not. Even when normal mail service is disrupted, you will continue to make payments. If FirstCaribbean is unable to produce or send a statement, your liability for Debt shall continue and, for the purpose of calculating interest and establishing the date at which payment is due, we may select a date each month as the statement date.



Failure to keep the Account current will result in the suspension of use until such time when the Account is restored to good standing. If you do not make the minimum monthly payment as required, the Account might also be subject to a monthly late payment fee.

If your payment is late we may, at our discretion, charge a higher interest rate until such time as the Account has been maintained in good standing for a period of time that we deem reasonable and appropriate.

You can make payments at any Branch of FirstCaribbean, or through any alternative payment channel offered by FirstCaribbean from time to time in the country in which the Card was issued, including FirstCaribbean ABMs, telephone banking and online banking (available to specific FirstCaribbean products).

You will not deposit funds in excess of your full outstanding balance on the account to create a credit balance. Any such requests to do so must be sent by you to us in writing and must be approved by FirstCaribbean.

13. AUTO PAYMENT – You may ask us to debit your bank account each month on the payment due date for either the current month's minimum payment due or the full balance or by any payment greater than the minimum payment due. If you select this auto-payment option, there is an additional auto-payment enrolment form that you will need to request, complete, sign and return to us before we can process payments automatically. You may notify us in accordance with the terms of this form if you wish to revoke your authorisation for auto-payment.

14. APPLICATION OF CREDIT CARD PAYMENTS - Credit Card payments are applied, in accordance with Section 12, in the following order: first to any overdue payment amount and then to the revolving balance.

15. INTEREST CHARGES ON PURCHASES, CASH ADVANCES AND OTHER CHARGES –

i. Interest charged on your monthly statement is calculated separately.

ii. There are multiple types of interest charges that may accrue and be assessed on the Account. The following definitions describe the various types of interest.

(a) *New Purchases Interest*- On the day we prepare your current monthly statement, we determine whether we received payment for your full balance from your prior month's monthly statement by the payment due date. If we did not, then all new purchases appearing on your previous monthly statement will be subject to interest. New Purchase Interest is calculated on each purchase transaction from the transaction date to the Payment Due Date of the previous billing cycle.

(b) *Delinquency Interest* – Delinquency Interest is calculated for the period that the overdue payment amount remains unpaid during the billing cycle. Once the requested payment is overdue, the account is considered delinquent. On the start of the current delinquency, this is calculated from the payment due date of your previous statement to billing date of your current statement. If the delinquency is not paid, it is then calculated from the billing date of the previous statement to the billing date of the current statement.

(c) *Revolving Interest* – Interest accrued and charged on the outstanding balance shown on your previous statement, less the overdue payment amount and all transactions listed on that statement. Revolving Interest is calculated from the previous cycle billing date to the day prior to your current statement date.

(d) *Cash Advance Interest* - Interest accrued and charged, from the day of withdrawal, for any cash advance posted in the previous billing cycle regardless of full payment by Payment Due Date. Cash Advance includes Balance Transfers, Convenience Cheques and ABM withdrawals. Cash Advance Interest is calculated on each cash advance transaction from the transaction date to the payment due date.

16. OTHER FEES AND CHARGES - When you receive the Card, you will also receive a notice detailing current prevailing interest rates, service charges, penalty fees and the annual fee. The annual fee/joining fee will appear on your first monthly statement and is not refundable. In subsequent years, annual fees



are charged on the anniversary statement each year. You will pay all applicable fees and charges communicated to you. You understand that these fees and charges are not refundable in the event of termination of the Credit Card Account.

17. PAYMENTS OF COSTS AND EXPENSES - Delinquent accounts are those accounts that are in breach of Section 4 of this Agreement. You acknowledge that you will be responsible for, and will pay all costs related to our collection activities on this account, should the account become delinquent. The fees include, but are not limited to, collection agent fees, discounts, or commissions; bailiff fees, court costs, legal fees, communication fees and such other fees as deemed appropriate by us.

18. FOREIGN CURRENCY TRANSACTIONS – These are Purchases and/or cash advances, performed in any currency other than local currency. All Foreign Currency Transactions are subject to foreign exchange controls where applicable. Foreign Currency Transactions are subsequently converted to the local billing currency using a conversion rate established by us. You are responsible for ensuring that your foreign spending with the Card is in compliance with national Central Bank Regulations, and you understand that failure to comply can result in the immediate withdrawal of your Credit Card facility.

Bahamas only – You will not use your Credit Card to defray foreign life and endowment insurance policy premiums or capital items (such as property purchase, time-share units, etc.)

19. PRE-AUTHORISED PAYMENT TRANSACTIONS – You are responsible for providing a merchant with adequate, correct and up-to-date information for any pre-authorized payment transactions you wish to be charged to your Account, including advising a merchant if your Card number or expiry date changes. We are not liable if any pre-authorise payment transactions cannot be posted to your Account and you are still liable to the merchant for these transactions. It is your responsibility to contact merchants if you want to discontinue any pre-authorized payment transactions and then to check your monthly statements to ensure the transactions have been discontinued.

20. SPECIAL OFFERS – From time to time, we may make offers to cardholders. The offers can include additional loyalty points, the ability to skip payment(s), extended payment due dates or lower interest rates for certain portions of your balance including cash advances and Purchase Promotions. A special offer may be for a limited period of time and have additional terms and conditions. These additional terms and conditions may temporarily override some or all the terms and conditions in this Agreement. If you take any action which indicates that you are participating in a special offer, you will be bound by the terms and conditions applicable to the special offer. Once the special offer ends, all terms and conditions of this Agreement will apply including those related to interest and payments. Certain card services and benefits are supplied by third parties; we are not liable for any services or benefits not directly supplied by us. You must deal directly with the supplier of any services or benefits in respect of any dispute.

21. LOSS OR THEFT OF CARD – You will immediately notify us about the loss, theft or suspicion of unauthorised use of the Card and/or PIN. Until notification to us, you are liable for all Debts resulting from its use. We may take whatever steps we consider necessary in order to recover the Card including reporting the lost or stolen Card to the appropriate authorities to facilitate card recovery. If you have previously authorised someone to use the Card, and have subsequently withdrawn your authorisation, you will continue to be liable for all Debts incurred by its use until the Card has been surrendered to FirstCaribbean.

22. COMPROMISED CARDS – You understand that as a security measure, FirstCaribbean may deactivate your credit card at any time without prior notification if we detect any suspicious Account activity. In addition, transactions may be blocked if your credit card or Account data is deemed at risk of unauthorised use or compromise. Should any such instances occur, FirstCaribbean will attempt to contact you. However, if you experience service interruption, please contact our Customer Service Centre for immediate assistance.

23. OTHER CARDHOLDER SERVICES & PRODUCTS – You understand that optional services may be available to you at an additional cost. Further, you understand that all services available with the Card may be governed by separate agreements, terms, or authorisations by which you agree to be bound. You also understand that firms independent of FirstCaribbean supply some of these services and that FirstCaribbean shall not have any responsibility or liability with respect to such services. To the extent that



we may provide any other cardholder services and products, any such services and products shall be subject to modification or discontinuance by us, at any time, without notice.

24. CHANGES TO CARD ACCOUNT INFORMATION - You will give us prompt written notice of any change to your card account information which includes but is not limited to; mailing and/or business registered address, e-mail address, telephone numbers (H), telephone number (W), cellular telephone number, name, employment details, etc.

25. TERMINATION OF AGREEMENT – You may cancel this Agreement by informing us in writing that you want to do so and securely disposing of all Cards issued on the Card Account by cutting through the magnetic strip and expiration date.. We may terminate this Agreement at any time without notice if

- (a) The Customer or Cardholder is in breach of the Conditions,
- (b) The Customer or Cardholder is in default with respect of any other loan arrangement they may have with the Bank,
- (c) If the Customer goes into liquidation, has an administrator, liquidator or receiver appointed, if any part of its assets are dissolved; dies or becomes bankrupt or is unable to pay their debts within the meaning of The Companies Act of the Customer's country of reference;
- (d) If any of the Customer's creditors tries by legal process to take away any of the personal property owned by the principals of the Customer.
- (e) Any Card or PIN is used contrary to the Conditions

You are in breach of this Agreement, if you are in default with respect of any other loan arrangement you may have with us, or if we receive information about you which leads us to believe that you may be unable to repay us the Debt. The Card(s) is always our property and you are required to give it back to us, or someone acting on our behalf when requested. If either you or us cancels this Agreement, you still have to pay your Debt and any other amounts you owe us in full.

If the Card is used after this Agreement is terminated you will be liable for the Debt incurred even though the Agreement was terminated. You agree to pay all legal fees and expenses (on an attorney-at-law/solicitor and client basis) incurred by us to recover any Debt and all expenses incurred by us to take possession of the Card.

If this Agreement is terminated, we may do any or all of the following without notice:

- (a) Require that all Debt be paid immediately.
- (b) Debit any bank account you have with us or any of the Bank's subsidiaries for any amounts due under the Conditions, notwithstanding that all or part of the moneys held to the Customer's credit may have been deposited for a fixed period which may not have expired, or is in a different currency and apply the funds against the Debt owing under this Agreement.
- (c) Take whatever steps we deem necessary to recover indebtedness or interest owing under this Agreement.

26. UNENFORCEABILITY OF CERTAIN PARTS OF THIS AGREEMENT - If any part of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired.

27. CHANGES TO TERMS OF THE AGREEMENT – We may change this Agreement from time to time, by mailing a notice to you at the most recent address appearing in our records, or notifying you about the change by statement message on your credit card statement, or making the updated Agreement available via our website at: www.firstcaribbeanbank.com or at any FirstCaribbean branch. You understand that Agreement terms are not guaranteed for any period of time; all terms, including the interest rates and fees, may change in accordance with the Agreement and applicable law. We may change them based on



information in your credit report or credit rating, market conditions, business strategies, or for any other reason.

28. DISCLOSURE OF INFORMATION – By using the Card, you consent to and authorise us to hold and process electronically or disclose information as per the following:

- (a) We may exchange information concerning your credit history, income, employment, etc in order to process, approve or decline your application, service the account and/or manage the relationship with you, with other agents, including but not limited to our associates overseas, contractors, card issuers and card processors.
- (b) In order for us to make lending decisions and to prevent fraudulent activity, you agree that we may share information about the Account through licensed credit reference agencies and other financial institutions.
- (c) You understand that we may disclose information about you or the Account pursuant to legal process, regulation or subpoena.
- (d) You understand that we may disclose information about you or the Account if disclosure is necessary to protect FirstCaribbean's interests.
- (e) Within the FirstCaribbean Group to identify other products and services which may be relevant to the Customer or Cardholders; and
- (f) We will not disclose such information outside FirstCaribbean or subsidiary companies except:
 1. Under strict confidentiality agreements to sub-contracted or persons acting as the FirstCaribbean's agents
 2. To any person who may assume FirstCaribbean's rights under this Agreement
 3. For fraud prevention and funds recovery purposes

29. GOVERNING LAW - This Agreement will be governed by and interpreted in accordance with regulatory bodies and the law of the jurisdiction where the Card has been issued and the Courts of that jurisdiction will have exclusive jurisdiction over any disputes arising in connection with the Credit Card Account and/or this Agreement.

30. Withdrawal

(i) Provided the Bank considers it necessary, the Bank may, without notice:

- (a) Refuse to authorise a transaction;
- (b) Cancel or suspend the right to use the Card or Card Account entirely or in respect of specific functions;
- (c) Refuse to re-issue, renew or replace any Card without affecting your outstanding obligations under the Conditions, which shall remain in force.

(ii) We accept no responsibility, if a request for authorisation is declined, if a Card or Card Account is not accepted, nor for any loss or damage resulting from the way in which either is communicated to you. We may refuse to honor any transaction which would result in the Credit Limit or Card Limit being exceeded.

31. Claims

Subject to any statutory rights, no claim by you against a third party may be the subject of a claim against us. You may not assign or otherwise dispose of any rights you may have against us.

32. INABILITY TO PERFORM OBLIGATIONS - We shall not be liable if we are unable to perform our obligations due directly or indirectly to the failure of any machine data processing system or transmission link or to industrial dispute or to a cause outside the control of FirstCaribbean, our agents, servants or sub-contracts.



(i) The Bank makes no commitment that benefits available to the Customer by use of the Card, as a result of arrangements between the Bank and third parties, will continue indefinitely. Any facilities or benefits, including those made available to the Client and not forming part of the Conditions, may be withdrawn or varied at any time without notice.

(ii) The Bank will charge for any loss or cost incurred as a result of any breach of the Conditions by the Customer. Interest will also continue to be charged both before and after judgement on any unpaid debt.

33. INTERNET, E-MAIL, FAX AND TELEPHONE USAGE - You agree that your use of any of our electronic banking channel will be in accordance with this Agreement and that your use of any FirstCaribbean International Bank electronic banking channel signifies both your acknowledgement and acceptance of the terms and conditions of this Agreement.

34. AUTHORISED INSTRUCTIONS – You authorise us to accept any method of instructions from you:

- a) to provide account and transaction information;
- b) to transfer funds between your accounts;
- c) relating to foreign exchange transactions; or
- d) relating to transactions in connection with any existing credit arrangement between FirstCaribbean and you

You understand that we reserve the right to first obtain verbal or written confirmation from you before executing any such instructions.

35. USE OF E-MAIL – If you use e-mail to communicate with us, you authorise us to reply to you by e-mail. This includes sending your confidential information to you at your request. FirstCaribbean will not be required to act on instructions or Communications sent by e-mail unless they are sent from an e-mail address which you have indicated on your credit card application, you have specified in writing and sent to us or is part of your record of information on file at the time of the request.

36. RISK OF USING CELLULAR TELEPHONES AND E-MAIL – You understand that cellular telephones and Internet e-mail are not secure means of communication and that we do not use encryption or digital signatures for incoming or outgoing e-mail. You also understand that we recommend that customers not use cellular telephones or e-mail for any confidential purposes or to share their Internet access with others. If you nonetheless choose to do so, you assume full responsibility for the risks of doing so. These risks include the possibility that:

- someone could intercept, read, retransmit, or alter our messages;
- e-mail messages could be lost, delivered late, or not received;
- computer viruses could be spread by e-mail causing damage to computers, software or data. We therefore recommend that all customers use reliable and up-to-date virus-checking software.

37. ACTING ON INSTRUCTIONS – We may act on instructions and information from, or purporting to be from you, as if you had given us such instructions or information in writing, until we have received written notice to the contrary.

38. CONFIRMATION OF TELEPHONE AND EMAIL INSTRUCTIONS – You acknowledge that FirstCaribbean may request that you provide confirmation of telephone and e-mail instructions to us on the day that they are given, by mailing to the FirstCaribbean office a written confirmation signed by you. We may, but need not, notify you of any discrepancy between the instructions as understood by it and the written confirmation from you, provided that the failure to so notify you shall not amount to gross negligence or wilful misconduct.

39. VALIDITY OF COMMUNICATIONS – All your Communications that FirstCaribbean accepts and acts upon will be considered to be valid and authentic. This will be the case even if, among other things, they did not come from you, were not properly understood by us (except for our gross negligence or wilful misconduct) or were from any of your previous or later Communications. Communications will only be valid at the FirstCaribbean office at which they are received.

40. DOUBTS AS TO AUTHENTIC COMMUNICATIONS – We do not have to act upon any of your Communications if we are unsure whether they are accurate or are really from you or FirstCaribbean does not understand them.

41. FIRSTCARIBBEAN'S LIABILITY – We will not be responsible for any costs, damages, demands or expenses that you may incur due to FirstCaribbean's acting or failing to act upon your Communications (except for our gross negligence or wilful misconduct). In the event of our gross negligence or wilful misconduct, our liability will be limited to the amount involved in your Communication. We will not in any event be liable for any special, incidental, consequential or indirect damages, or for loss of profit.

42. INDEMNITY CLAUSE – You will indemnify and save FirstCaribbean harmless from any claims, damages, demands and expenses that we incur (other than due to our own gross negligence or wilful misconduct), including among other things all legal fees and expenses, arising from FirstCaribbean acting, or declining to act, on any of your Communications given under this Agreement. This indemnity is in addition to any other indemnity or assurance against loss provided by you to FirstCaribbean.

43. STORING INFORMATION – We may record and store all information relating to your account in such form and by such means as we see fit. You acknowledge that we are not required to retain or return original items (other than to retain and return to you the items normally returned in accordance with FirstCaribbean's general practice) or to provide you with copies of any account statements, items or other documents. You understand that we may, in our discretion and subject to availability, provide you with copies of account statements, items or other documents at your request.

If you request copies of any items or other documents and the originals have been transferred to some other storage medium and destroyed, you will accept copies made from that storage medium. You acknowledge that we are not required to produce copies of any items or other documents if neither the originals nor any copies exist at the time your request is processed. You will pay us our applicable charges for any searches you request. You acknowledge that we may, however, require you to pay part of such search fees in advance.

44. DATA PROCESSING – We may use the services of any of our subsidiaries and affiliates or any electronic data processing service bureau or organisation in connection with keeping your Account. Consent is given for the sharing of information with such subsidiaries, affiliates, electronic data processing services or organisations for the purposes of processing information relating to your Account, providing contingency backup of data or any other proper banking purpose. In such a case, we will not be liable to you by reason of any act, delay or omission of such service bureau organisation in the performance of the services required of it.

45. ANTI-MONEY LAUNDERING – Anti-money Laundering laws require that we verify the source of funds before accepting deposits or processing transactions and must report suspicious transactions to the relevant authorities. Consent is hereby given to us to disclose this information to money laundering prevention and control officers within FirstCaribbean and outside FirstCaribbean, for the purpose of ensuring we comply with anti-money laundering laws. You will indemnify FirstCaribbean for our out of pocket expenses, including reasonable legal fees and court costs for any investigation under applicable anti-money laundering legislation regarding your Account, including but not limited to seeking direction from a court of competent jurisdiction on FirstCaribbean's rights and obligations in such matters.

46. AUTHORISATION - You understand that by activating and using your credit card you authorise us to accept and irrevocably honour any and all instructions set out in section 31 of this Agreement. You further agree that the signatory listed on your credit card application or subsequently provided by you in writing, may authorise these instructions.

47. GENERAL:



- (a) Admissibility – If we wish, we may enter any photocopy, computer-generated copy, reproduction, tape recording or transcript of tape recording that we have of your Communications into evidence in any legal proceeding as if it were an original document. That copy will be sufficient and valid proof of the information contained in it.
- (b) Notice – Either party may give written notice to the other by personal delivery or by fax communication in accordance with this Agreement.
- (c) Valid Agreement – This Agreement is a valid and binding obligation by you, enforceable in accordance with our terms.
- (d) Severability – If any clause of this Agreement is found by a court to be void or unenforceable, that clause will be severed without affecting any other provisions of this Agreement.
- (e) This Agreement addition – This Agreement is in addition to, and not in substitution for, the terms of any other agreement between FirstCaribbean and you. If any conflict arises between these and any other agreement with you, the terms of this Agreement will prevail.

FirstCaribbean International Bank, Licensee of Marks. FirstCaribbean International Bank Visa credit cards are owned and issued by FirstCaribbean International Bank (Bahamas) Limited, FirstCaribbean International Bank (Barbados) Limited, FirstCaribbean International Bank (Jamaica) Limited, and FirstCaribbean International Bank (Cayman) Limited.

You have read the terms and conditions of the FirstCaribbean Credit Card Cardholder Agreement for this Account and by use of the Card issued to you, you indicate your agreement with each of the terms and conditions and promise to repay all credit extended to you pursuant to this Agreement. You understand that you will be bound by each of the terms of the Cardholder Agreement