

## 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.

The credit card application forms part of this Agreement.

You understand and agree that if you activate, or use the Card(s) or if you are provided with a renewal or replacement Card(s), it means this Agreement is in force between you and FirstCaribbean.

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 product.

### Definitions

In this Agreement:

"**ABM**" means an automated bank machine.

"**Agreement**" means this FirstCaribbean Cardholder Agreement and includes the Disclosure Statement.

"**Assignee**" means a person or entity to which we have assigned, sold or transferred all or part of our credit card business, an interest in your Credit Card Account or any Balance due under this Agreement and/or any of our rights and obligations under this Agreement. The term Assignee also includes any subsequent assignee or transferee.

"**Authorized User**" means a person who has been issued a Card by us under the Credit Card Account at the request of the Primary Cardholder.

"**Available Cash**" means the lesser of (i) your Available Credit; and (ii) your Cash Limit less the aggregate amount of Cash Advances, Balance Transfers and Convenience Cheques outstanding on your Credit Card Account (including the accrued interest on such items) from time to time.

"**Available Credit**" means your Credit Limit less your Balance and the aggregate amount of any authorized Transactions.

"**Balance**" means the total amount of all Transactions, and all fees, interest and other amounts payable under this Agreement, less any payments or other credits which have been posted to your Credit Card Account.

"**Balance Transfer**" means an amount you transfer to your Credit Card Account which either we have agreed is a Balance Transfer or which you have made in response to a balance transfer offer we have made, and in either case may include a special low interest rate.

"**Banking Day**" means a day other than a Saturday, Sunday or bank holiday.

"**Card**" or "**FirstCaribbean credit card**" means the FirstCaribbean credit card and any renewal or replacement card that we have issued to you, that has a unique number.

"**Cardholder**" means the Primary Cardholder and any Authorized Users.

"**Cash Advance**" includes the following:

- cash advances from your Credit Card Account taken in person at a financial institution;
- cash advances from your Credit Card Account taken at an ABM;
- Cash-Like Transactions; and
- using telephone or online banking to pay bills or transfer funds from your Credit Card Account.

**"Cash-Like Transactions"** means Transactions involving the purchase of items directly convertible into cash. Examples include casino gaming chips, money orders, wire transfers, and travelers' cheques.

**"Cash Limit"** means the limit which we may set and change for your Credit Card Account from time to time as the maximum amount of Cash Advances, Balance Transfers and Convenience Cheques that collectively may be outstanding on your Credit Card Account and includes the accrued interest on such items.

**"Communications"** means any instructions or information from, or purporting to be from, you or your e-mail address.

**"Credit Card Account"** means the FirstCaribbean credit card account which we have opened for the Primary Cardholder.

**"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.

**"Good Standing"** means all Cardholders on your Credit Card Account are in compliance with this Agreement

**"Holiday"** means a day which is a statutory holiday in the jurisdictions in which the Primary Cardholder resides.

**"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.

**"Loyalty Program Account"** means an account for a loyalty program operated by a Loyalty Program Operator

**"Loyalty Program Operator"** means a company other than FirstCaribbean which operates a loyalty program associated with a type of Card, including, for example, Visa Inc. or British Airways

**"PIN"** means a personal identification number or password which is provided by FirstCaribbean or selected by the Cardholder and which authenticates a Cardholder when a Card is used at ABMs or other devices which require a PIN.

**"Primary Cardholder"** means the Cardholder who applied for the Credit Card Account and in whose name the Credit Card Account has been opened. Where the Primary Cardholder is a corporation, partnership or association "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 (in case of a corporation), agreement respecting partnership accounts (in case of a partnership) or banking resolution for unincorporated associations (in case of an unincorporated entity).

**"Purchase"** means any Transaction other than a Cash Advance or Balance Transfer

**"Schedule of Charges"** means the document that contains the rates and fees associated with the Card and your Account, as amended from time to time in accordance with applicable law. **"Service Provider"** means a person or entity that has been engaged by us in connection with (i) the servicing, maintenance, collection or operation of your Credit Card Account and/or any Balance due under this Agreement; or (ii) the provision of services or benefits to Cardholders, including loyalty programs.

**"Transaction"** means any use of a Card or Card number to purchase goods or services or make other charges to your Credit Card Account as well as Cash Advances, Convenience Cheques and Balance Transfers.

**"we", "us" and "our"** refer to FirstCaribbean International Bank (Bahamas) Limited or FirstCaribbean International Bank (Trinidad and Tobago) Limited or FirstCaribbean International Bank (Curacao) N.V. 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.

**"you" or "your"** means each Cardholder.

## 1. SPECIAL OFFERS, CARD FEATURES AND LOYALTY PROGRAMS

We may make special services or benefits available to you including insurance coverage, loyalty programs and memberships. Some of these services and benefits are features of the Card while others must be enrolled in or purchased separately by you. Card services and benefits which are features of the Card are described in the welcome kit that accompanies your new Card. Card services and benefits are subject to additional terms and conditions which are posted on our website and may change from time to time. These Card services and benefits may be cancelled at our discretion without notice to you. 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 Service Provider for any such services or benefits in respect of any dispute. For a description of the current features and benefits of your Card, along with any applicable terms and conditions, see [www.cibcfib.com](http://www.cibcfib.com) or call us.

If your Card allows you to earn loyalty rewards from a loyalty program operated by a Loyalty Program Operator, you acknowledge the following:

- where applicable if the Primary Cardholder has a Loyalty Program Account with the Loyalty Program Operator, it is the Primary Cardholder's responsibility to provide us with their correct Loyalty Program Account number. If the Primary Cardholder does not provide a Loyalty Program Account number, or if the Loyalty Program Operator advises us that the Loyalty Program Account number that is provided does not match any existing account, we will ask the Loyalty Program Operator to open a Loyalty Program Account in the Primary Cardholder's name;
- loyalty rewards will only be awarded to the Loyalty Program Account designated by or opened for (as applicable) the Primary Cardholder; All rewards earned on additional cards on the Primary account will be made accessible to the Primary cardholder only. It is the sole responsibility of the Primary Cardholder to allow access to earned rewards to additional cardholders.
- the Loyalty Program Operator which operates a loyalty program associated with a type of card including for example Visa Inc and British Airways is not our agent and we are not responsible for the loyalty program or its administration, including the ability or inability to redeem loyalty rewards;
- the Loyalty Program Operator may change the rules of the loyalty program or terminate the loyalty program at any time;
- the Loyalty Program Operator is not responsible for your Account or its administration; and
- the arrangement we have with the Loyalty Program Operator may be changed or terminated at any time without notice.

If your Card has a loyalty reward program (whether the program is operated by a Loyalty Program Operator or by us), loyalty rewards may not be awarded if: (i) your Balance exceeds your Credit Limit; or (ii) your Visa Account is not open and in Good Standing (iii) if you do transactions in excess of your Card Limit to facilitate transactions via a POS identified as personally connected to you. (iv) if the transaction on which the reward was earned is proven to be fraudulent

In addition, we are entitled to, as may be applicable, remove loyalty rewards from the Loyalty Program Account or direct the Loyalty Program Operator to do so at any time and without notice to you with respect to loyalty rewards which (i) you did not earn or which were otherwise awarded to your Loyalty Program Account in error; or (ii) relate to any portion of your balance which we retained a third party to assist us in collecting or determined was uncollectible.

There may be a difference in rewards based on transactions which are converted from a currency other than the currency of the Account. This may be due to a conversion rate difference between transaction date and posting date. The posting date rate will be used in all instances to calculate rewards or cash back payment.

If you request a switch from your current Card to another type of FirstCaribbean Card, we will implement this change immediately upon approval of your request. Once we implement a switch (whether initiated by you or by us), you will cease to earn loyalty rewards (if any) associated with your current Card and will begin to earn the loyalty rewards (if any) associated with the new Card which will be subject to the terms and conditions of the new loyalty program. Any returns processed after the date of the switch will reduce your rewards in the new loyalty program.

Loyalty rewards will not be transferred among different card products.  
Rewards points will be forfeited on closure of your Account.

- 2. USE OF CREDIT CARDS** - You agree that you will ensure that each Card is signed immediately upon receipt and that you will take every reasonable precaution to keep each Card 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 any Card is used, you agree to pay any debts incurred. Any Card(s) issued to you remain the property of FirstCaribbean and must be returned to us upon our request.

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 PIN assigned to you or that you have chosen. You can also obtain cash advances at any 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 any Card will always be subject to any statutory restrictions and/or regulations that any 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 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 Primary Cardholder or its holding company;
- (b) the entering into of any guarantee or provision of any security in connection with a loan or quasi-loan made by any person to such a director;
- (c) the entering into of a credit transaction as credited for such director or a person so connected;
- (d) the entering into of any guarantee or provision of 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 agree that you will memorize and keep your PIN confidential. In the event that 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 agree that you will select a different secret code from the PIN(s) used for Debit, or telephone banking. You agree that 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 agree that 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 agree that you will notify us as soon as reasonably possible at any branch of FirstCaribbean, any Customer Service Centre or any FirstCaribbean Card Centre. You further agree that 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 Authorised User, a Debt is incurred. You are liable for all Debt (including Debt incurred by each Authorised User), together with any interest, service charges and fees that we may charge, which shall also form part of your Debt.

If you or any Authorised User(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.

You or your estate will become liable to pay your total Debt immediately, without any notice or demand from us, if (a) you do not carry out your obligations under this Agreement; (b) you become bankrupt or insolvent, or die, or upon any legal attachment, levy or execution against you, your estate or your property; or (c) any Card or PIN is used contrary to this Agreement. You authorise us to charge any of your other accounts with us or any of our subsidiaries for any amounts due under this Agreement, notwithstanding that all or part of the moneys held to your credit may have been deposited for a fixed period which may not have expired, or is in a different currency.

On your death or upon Account closure for any other reason, your obligations will continue until FirstCaribbean is paid in full and the Card is returned (cut through the magnetic strip) by either your estate or any Authorised User. Any Authorised User(s) will also immediately cease to use the Card and return it to FirstCaribbean (cut through the magnetic strip).

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 understand and 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, your understand and agree we may effect the Credit Limit change without prior

notification to you. You agree that you will immediately notify us in writing of any discrepancies in the Credit Limit. We may, but are not required to, even if we have done so before, permit your Debt to exceed the total Credit Limit as established from time to time. You understand and agree that 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 Authorised User to exceed the total Card Limit and the Credit Limit as 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 will be set at 25 days but may vary from one billing cycle to another as a result of several factors, including holidays, weekends and the varying number of days in each month. The grace period will therefore be between 25 and 30 days. We will send monthly statements to the Primary Cardholder only.
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 agree that you will 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. We will prepare your monthly statement at approximately the same time each month. You are responsible for ensuring your credit card statement is received each month. If you do not receive it, please contact us.
11. **MERCHANT DISPUTES** - You agree that 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 agree that 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
  - (c) By any payment greater than (b).

In addition, you agree that you will immediately pay any Debt exceeding the credit limit. 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 agree that 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 as the Account is restored to good standing. You understand and agree that if you do not make the minimum monthly payment as required, the Account may also be subject to a monthly late payment fee.

If your payment is late we may, at our discretion, charge a higher interest rate on your full balance 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 understand that you are not permitted to deposit funds in excess of your full outstanding balance on the account to create a credit balance without prior approval. 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 must notify us in accordance with the terms of this form if you wish to revoke your authorisation for auto-payment.

Payments or credits received during your billing cycle may adjust the auto-payment amount in place. If we are unable to process an auto-payment request as a result of Non-sufficient Funds ("NSF") in your bank account a fee will be applied to the Account.

We reserve the right to cancel the Auto-Payment where there are repeated instances of NSF.

- 14. APPLICATION OF CREDIT CARD PAYMENTS** - Credit Card payments are applied, in accordance with Section 12, in the following order:

- (a) interest accrued on your previous month's balance;
- (b) fees associated with your card and your account;

- (c) previously billed items, in order of interest rate, from the highest interest rate item to the lowest interest rate item. For all items with the same interest rate, payments will be applied in the following order:
- (i) Balance Transfers;
  - (ii) Cash Advances;
  - (iii) Purchase Promotions;
  - (iv) Purchases;
- (d) items on your current monthly statement in the same order as previously billed items. Credit balances are applied to unbilled items in the order in which they are posted to your Account.

### **Credit Balances**

If any payment made by you exceeds the amount you owe to the Bank then the Bank may at its discretion, return to you the amount by which your payment exceeds the amount that you owe. The amount may be returned to you in the form of a cheque which will be mailed to you with your next statement, or by such other method as the Bank may deem appropriate.

You understand that we do not pay interest on any credit balances. You acknowledge that credit balances are not deposits.

## **15. INTEREST CHARGES ON PURCHASES, CASH ADVANCES AND OTHER CHARGES - Interest rates**

Interest is charged at the rate specified in our Schedule of Charges published on our website or provided to you with your new card. We may charge different interest rates on different portions of the balance on your Account. Interest rates are subject to change at any time. Prior notice of an interest rate increase will be given.

### **Interest on Cash Advances, Balance Transfers, and Convenience Cheques**

Interest is always charged on Cash Advances, Balance Transfers and Convenience Cheques. Interest is charged on Cash Advances, Balance Transfers and Convenience Cheques beginning on the day they are taken. We stop charging interest on Cash Advances, Balance Transfers and Convenience Cheques on the day we receive a payment which covers the amount of the Cash Advance, Balance Transfer or Convenience Cheque, as the case may be, as described in Section 14 of this Agreement.

**Cash Advance** includes the following:

- cash advances from your Credit Card Account taken in person at a financial institution;
- cash advances from your Credit Card Account taken at an ABM;
- Cash-Like Transactions; and
- using telephone or online banking to pay bills or transfer funds from your Credit Card Account.

### **Interest on Purchases and other charges**

You can avoid having interest charged on Purchases by always ensuring that we receive payment of your full Balance by the payment due date set out on your monthly statement. Interest will be charged on Purchases appearing on your current monthly statement unless we receive payment for the full Balance shown on your current monthly statement by the payment due date. If we do not, then interest charges on these Purchases will appear on your next monthly statement and interest will be charged retroactively on each Purchase from the Transaction date until we receive a payment which covers the Purchase, as described in Section 14 of this Agreement.

Any interest which accrues on Purchases between the date of your last monthly statement and the date we receive the payment will appear on the next monthly statement. Fees are treated in the same manner as Purchases for the purposes of charging interest.



### How Interest is Calculated

If interest is charged on any portion of your Balance, it is determined by multiplying the total interest-bearing portions of your Balance at the end of each day by the daily interest rate for the period in question (or, if different interest-bearing portions of your Balance have different interest rates, by the daily interest rate applicable to each portion). The daily interest rate is the annual interest rate divided by 365 (366 in leap years). Interest is calculated daily and added to your balance on a monthly basis.

Other charges refer to any charge we may post to your account. These may include but are not limited to annual fees, interest charges, additional card fees, late payment fees, over-limit fees, cash advance fees, insurance premiums and service fees.

- 16. OTHER FEES AND CHARGES** - When you receive your Card, you will also receive a notice detailing current prevailing interest rates, and the annual membership fees. The annual membership fee(s) will appear on your first monthly statement and is not refundable.

In subsequent years, annual fees will be charged on the anniversary statement each year. You agree that 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. A full updated list of all fees, interest rates and charges are available via our website which may be changed from time to time.

- 17. CONTACTLESS PAYMENTS – This Agreement applies to contactless Transactions. CIBC FirstCaribbean and/or participating merchants may, in their discussions, establish a maximum dollar limit from time to time for a single contactless Transaction. As a result, you may need to use your physical Card to complete a Transaction if you exceed these limits, even if your Credit Card Account is in Good Standing.**

- 18. PAYMENT OF COSTS AND EXPENSES** - Delinquent accounts are those accounts that are in breach of Section 5 of this Agreement. You acknowledge and agree 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.

- 19. FOREIGN CURRENCY TRANSACTIONS** -You understand that 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. All Foreign Currency Transactions are subject to foreign exchange controls where applicable.

All Card transactions completed in a currency other than the currency of the Card will be converted and posted to the statement in the currency of the Card. This includes debit and credit vouchers.

Foreign currency transactions including debit-purchases; cash advances and credits (returns) to your Card account will be converted to the currency of the Card at the foreign exchange rate equal to the rate determined on our behalf by Visa International Inc or MasterCard, in addition to a percentage mark-up as may be determined by the Bank from time to time, on the date a transaction is debited or credited to the Card account. The exchange rate at the date of conversion may be different from the exchange rate in effect on the date the transaction was made.

We will not assume any risk associated with foreign currency exchange gains or losses from cross-currency conversions resulting from your use of the Card. Any gains made or any losses incurred by you in connection with foreign currency transactions because of currency rate fluctuations between the date a debit is posted and the date any subsequent credit is posted to your Card are for your Account and shall be payable to or by you (as the case may be).

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.).

- 20. PRE-AUTHORISED PAYMENT TRANSACTIONS** - You understand and agree that 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.

You understand and agree that we will not be liable if any pre-authorized 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.

- 21. SPECIAL OFFERS** - From time to time, we may make offers to cardholders which may be changed at any time with or without notice to you. 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.

- 22. LOSS, THEFT OR UNAUTHORIZED USE OF CARD** - You understand and agree that you will immediately notify us about the loss, theft or suspicion of unauthorised use of the Card and/or PIN. You understand and agree that until notification to us, of loss or theft of your Card, 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.

- 23. 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 any Customer Service Centre for immediate assistance.
- 24. OTHER CARDHOLDER SERVICES & PRODUCTS** - You understand that optional services may be available to you at an additional cost. Further, you understand that optional services available with the Card are governed by separate agreements, terms, or authorisations by which you will 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.
- 25. UPGRADES** - You understand and accept that we may, at our discretion, periodically consider the Account for a product upgrade where applicable. You will be notified of this opportunity by statement insert/message, direct mail, Internet, email, telephone or any other channels used by us. Upgrades become effective the day after the change is made in our system.
- 26. CHANGE OF ACCOUNT INFORMATION** - You will give us prompt written notice of any change to your account information which includes but is not limited to; mailing and/or residential address, e-mail address, telephone numbers (H), telephone number (W), cellular telephone number, name, employment details, etc.
- 27. TERMINATION OF AGREEMENT** - You may cancel this Agreement by informing us in writing that you want to do so and returning the Card to us. We may terminate this Agreement or suspend your Account privileges at any time without notice if 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 the Debt. Should we take a decision to terminate the Agreement or suspend your Account privileges we will notify you.

The Cards remain our property at all times and you are required to return any Cards issued to you, or someone acting on our behalf when requested to do so or to destroy any such Cards.

You understand and agree that if either you or we should terminate this Agreement, you are still obligated 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 of your other accounts with us or any of our subsidiaries for any amounts due under this Agreement, notwithstanding that all or part of the moneys held to your 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 the Debt owing under this Agreement.

**28. 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.

**29. CHANGES TO TERMS OF THE AGREEMENT** - You understand that 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.cibcfcb.com](http://www.cibcfcb.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.

**30. DISCLOSURE OF INFORMATION** - You understand and agree that by using any Card, you consent to and authorise us to hold and process electronically (or otherwise) or disclose information as per the following:

- (a) FirstCaribbean may collect, share, use and exchange information concerning your credit history, income, employment, and other personal information, account and Transaction information with its parent (including CIBC), subsidiaries, affiliates or related entities or their respective successors and assigns (the "Bank Group"); or with other third parties, including but not limited to: our agents, associates overseas, entities providing outsourcing services to FirstCaribbean or any member of the Bank Group, contractors, card issuers, card processors and other financial institutions (including correspondent or intermediary banks) in order to process, approve or decline your application, service the account and/or manage the relationship with you. We may also disclose information about you or the Account to other parties as may reasonably be required for the purposes of: (i) identifying you; (ii) qualifying and providing you with products and services; (iii) processing your transactions; (iv) verifying information you may provide; (v) managing FirstCaribbean's or the Bank Group's business; (vi) protecting you, FirstCaribbean or the Bank Group from error and illegal activity; (vii) facilitating domestic or foreign tax, regulatory or other reporting; (viii) contemplating or entering into business transactions such as selling or securitizing assets; (ix) complying with legal or regulatory obligations including responding to requests made pursuant to applicable treaties; or (x) informing you about other products or services.
- (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) We may disclose information about you or the Account pursuant to legal process including assistance of the police in conducting a criminal investigation; any order of the court or any requirement by any domestic or foreign governmental or regulatory body (including bank regulators), tax, judicial, law enforcement, administrative or self-regulatory authorities, agencies or departments.
- (d) You understand that we may disclose information about you or the Account if disclosure is necessary to protect FirstCaribbean's interests.

**31. 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.

**32. INTERNET, E-MAIL, FAX AND TELEPHONE USAGE** - You agree that your use of any of our electronic banking channels 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.

**33. CUSTOMER COMMUNICATION** FirstCaribbean may inform you, as the Primary Cardholder, of product enhancements, promotional campaigns or any product related notifications, by email, telephone, fax, mail and any other methods using contact information provided by you to FirstCaribbean to. You should notify FirstCaribbean if you do not want to receive this communication from us. **ALTHOUGH FIRSTCARIBBEAN MAY SEND YOU PRODUCT RELATED NOTIFICATIONS BY EMAIL, FIRSTCARIBBEAN WILL NEVER SEND YOU AN EMAIL ASKING YOU TO PROVIDE ANY PERSONAL OR CARD RELATED INFORMATION. WE STRONGLY RECOMMEND AGAINST YOUR SENDING ANY PERSONAL OR CARD RELATED INFORMATION TO US BY EMAIL. IF YOU CHOOSE, AGAINST OUR RECOMMENDATION, TO SEND PERSONAL OR CARD RELATED INFORMATION TO US BY EMAIL, YOU DO SO ENTIRELY AT YOUR OWN RISK.**

**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;
- someone could send you messages purporting to be from the FirstCaribbean to which you respond;
- 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 negligence or 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 negligence or 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 negligence or misconduct). In the event of our negligence or 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 negligence or 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 assurances against loss provided by you to FirstCaribbean.

**43. 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.

**44. 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.

**45. 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.

**46. 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 any necessary information to money laundering prevention and control officers both within and outside of FirstCaribbean, for the purpose of ensuring that we comply with anti-money laundering laws and regulations.

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.

#### **47. 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) You understand that 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 is resulting from the way in which either communicated to you. We may refuse to honor any transaction which would result in the Credit Limit or Card Limit being exceeded.

**48. 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 34 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.

**49. 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 creates a valid and binding obligation on you and is enforceable in accordance with its 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.

**50. INABILITY TO PERFORM OBLIGATIONS** - You understand that 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-contractors.

- (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 you and not forming part of the terms and conditions, may be withdrawn or varied at any time without notice.
- (ii) The Bank will charge you for any loss or cost incurred as a result of any breach of the terms and conditions by you or any Authorised User. Interest will



also continue to be charged both before and after any judgment obtained on any unpaid debt.

*FirstCaribbean International Bank, Licensee of Marks. FirstCaribbean International Bank Visa credit cards are owned and issued by FirstCaribbean International Bank (Bahamas) Limited or FirstCaribbean International Bank (Trinidad and Tobago) Limited or FirstCaribbean International Bank (Curacao) N.V. 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 as may from time to time hereafter come into existence and any successors or assignees of these companies.*

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.

**BRITISH AIRWAYS PROGRAM TERMS AND CONDITIONS (This section is applicable, only if you have been enrolled in the British Airways Executive Club Programme)**

**The British Airways Executive Club Programme (BAEC)-** The FirstCaribbean British Airways Visa Credit Card enables you to earn Avios which can be redeemed for reward flights, subject to taxes, fees charges and surcharges including airline surcharges, on British Airways and partner airlines. Avios cannot be redeemed for American Airlines transatlantic flights between the United States and London. To be eligible to earn Avios with the FirstCaribbean British Airways Visa Credit Card, you must reside in a country where the FirstCaribbean British Airways Visa 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 FirstCaribbean British Airways Visa Credit Card. If your address changes and is no longer within the country where the FirstCaribbean British Airways Visa Credit Card is issued, then you will no longer earn Avios when using the FirstCaribbean British Airways Visa Credit Card. For additional rules and regulations of the BAEC, please visit [www.ba.com](http://www.ba.com).

You will receive one (1) Avios 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) Avios for every US \$1 or equivalent currency of US \$1 spent on a BA airline ticket and charged to your Card Account. Transactions which occur outside of the country of issue; including online transactions will earn 1.25 Avios for every US \$1 or equivalent currency. You will receive 10,000 Avios as a one-time bonus upon activation of a FirstCaribbean British Airways Visa Credit Card Account by us. All Avios accumulated through the FirstCaribbean British Airways Visa Credit Card Account will be transferred to the BAEC membership account. Fulfillment for the redemption of Avios for travel is solely the responsibility of British Airways.

Avios are not earned on balance transfers, convenience cheques, cash advances, government fees, payments, taxes, utilities or other fees charged to the Card account. If the Card Account is in a delinquent status Avios will not be earned with the Card although Avios earned through the Executive Club will still apply. Avios earned with the FirstCaribbean British Airways Visa 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 Avios, the Avios earned will be deducted from your BAEC membership account. If the deduction would result in a negative balance of Avios then no Avios will be applied to the your BAEC membership account until you have performed sufficient qualifying purchases to earn the number of Avios equal to the negative balance.

You authorise us to report to BAEC the Avios earned on the FirstCaribbean British Airways Visa Credit Card Account. We are also authorised to share with British Airways experiential and transactional information regarding your Account. You will not receive Avios if you fail to make payment when due or you fail to comply with this Agreement. Once Avios 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](http://ba.com) to confirm the actual number of Avios available at any time for redemption. You are entitled to earn Avios for as long as you comply with these terms and conditions and the terms of the BAEC programme.

British Airways reserves the right to change The Executive Club program rules, regulations, travel awards and special offers at any time without notice and to end the Executive Club program with six months' notice. Any such changes may affect your ability to use the awards or mileage credits that you have accumulated. For complete details on the Executive Club Programme, visit [ba.com](http://ba.com).