

Customer Information File No. _____

This Agreement is made between FIRST CITIZENS BANK LIMITED the registered office which is situated at 9 Queen's Park East in the City of Port-of-Spain, in the Republic of Trinidad and Tobago (hereinafter called "The Bank") of one part and

(hereinafter called "The Cardholder(s)")

of the other part for the purposes of this agreement which supersedes any prior agreement between the Cardholder and the Bank.

In this Agreement:

- (a) "Agreement" refers to these: these Terms and Conditions and the Credit Card Introductory Letter which is hereby incorporated by this reference;
- (b) "ATM" refers to the Automatic Teller Machine.
- (c) "Credit Card Account Number" refers to the number assigned by the Bank to your Credit Card Account.
- (d) "Billing Period" refers to the period of time designated by the Bank for which the Cardholder's Credit Card transactions are recorded and then communicated to him/her by way of a monthly billing statement for his/her general update and as notice of his/her required minimum payment.
- (e) "Credit Card" refers to the First Citizens Credit Card currently issued to a Cardholder.
- (f) "Cardholder" refers to the person to whom a Credit Card is issued by the Bank and each person so authorized to hold an additional card by the Principal Cardholder.
- (g) "Principal Cardholder" refers to the Cardholder in whose name the Credit Card Account is maintained by the Bank.
- (h) "Cash Advance" refers to any payment of cash obtained by the use of the Credit Card.
- (i) "Credit Card Account" refers to an account in the name of the Principal Cardholder maintained by the Bank in relation to the Credit Card Transaction.
- (j) "Credit Card Cash Limit" refers to the maximum total amount of the Cash Advance which may be obtained as notified by the Bank to the Cardholder from time to time.
- (k) "Credit Card Line" refers to the maximum allowable amount of credit permitted at any one time.
- (l) "Credit Card Transaction" refers to the purchase of goods or the obtaining of services to cash against use of the Credit Card, the Card Number or in any manner authorized by the Cardholder for debit to the Credit Card Account or the utilizing of any service made available to the Cardholder by the Bank from time to time in respect to the Credit Card.
- (m) "Participating Merchant" refers to merchants who accept credit cards under the terms and conditions of their use.
- (n) "Payment Due Date" refers to the deadline date determined by the Bank by which the required minimum payment must be made by the Cardholder.
- (o) "Pin" refers to your Personal Identification Number which is needed to access the Credit Card Account.

1. EFFECTIVE DATE

This Agreement shall become effective upon the issuance of a Credit Card to the Cardholder at which time the terms and conditions as outlined herein shall become applicable. For avoidance of doubt it is hereby acknowledged and agreed that the signing of this Agreement does not guarantee the success of any credit card application.

2. USE OF CARDS

- (a) The Credit Card must be signed by the Cardholder immediately upon receipt and may only be used:
 - (i) By the Cardholder after it has been signed and until its expiry date.
 - (ii) Subject to the terms of the Agreement and the conditions of use of the Credit Card which are in force at the time of use.
 - (iii) Within the Credit Card Line of the Credit Card Account.
 - (iv) To obtain the facilities and benefits from time to time made available by the Bank in respect of the use of the Credit Card.
 - (v) Subject to the right of the Bank, in its absolute discretion and without prior notice at any time to cancel, refuse to re-issue, renew or replace the Credit Card or to withdraw the right to use the Credit Card or to refuse any request for authorization of any particular Credit Card Transaction and to publish any such withdrawal or refusal and the right to terminate the Agreement in accordance with paragraph 13(b) herein.
- (b) The Cardholder may use the Card
 - (i) To purchase goods or services. Whenever the Credit Card is used to make purchases or obtain services, the Cardholder shall sign a sales draft. If this is not done to the Cardholder will be liable for any amounts charged the Credit Card Account.
 - (ii) To obtain Cash Advances up to the Cash Limit specified by the Bank from any branch of the Bank. Whenever the Credit Card is used to obtain Cash Advances, the Cardholder shall sign the Cash Advance Draft and pay the handling charge determined by the Bank from time to time.
 - (iii) To access any ATM whenever and wherever this service becomes applicable to the Credit Card.
- (c) No Credit Card may be used after its expiry date.

3. LINE OF CREDIT

The Cardholder shall not at any time, without the prior approval of the Bank, exceed the pre-approved revolving credit line. Unauthorized excess amounts are repayable immediately.

4. CARDHOLDER LIABILITY

- (a) The Cardholder shall not allow any other person to use his/her card and PIN and will be responsible for the care and safe preservation of both Card and PIN.
- (b) The Principal Cardholder shall be liable for all indebtedness resulting from the use of the Card by any other person using the Card with the express or implied consent of the Cardholder.

5. PAYMENT OPTIONS

- (a) The minimum payment to be made shall be the total amount at the end of a Billing Period in respect of the following:
 - (i) A fraction of the outstanding balance (as advised in the Introductory Letter) due on the Credit Card Account at the end of the Billing Period or a defined sum (as advised in the Introductory Letter), whichever shall be greater (or such other rate or amount as the Bank in its sole discretion shall notify the Cardholder from time to time); and
 - (ii) Any minimum payment(s) due and unpaid in respect of any previous Billing Period(s) (if any), which remain unpaid (either wholly or partially) at the end of the current Billing Period; and
 - (iii) Any amounts due in excess of the Credit Card Line, if any which remain unpaid at the end of the current Billing Period; and
 - (iv) All fees and other charges accrued/due under the terms of the Agreement at the end of the current Billing Period. The minimum payment so advised will be rounded up to the next whole dollar.

The payment due date shall be within twenty (20) days from the end of the current Billing Period.

6. INTEREST

- (a) Interest will be calculated at a monthly periodic rate between 1.75% and 2% on the transaction amount from the transaction date until the transaction amount is repaid in full. This interest rate may be changed by the Bank at any time from time to time in its sole discretion.
- (b) Cash Advances interest is charged on a Cash Advance from and including the date it is obtained.
- (c) No interest will be payable on any amounts debited from the Credit Card Account if the outstanding balance is paid in full by the Payment Due Date shown on the Principal Cardholder's current billing statement. In default of payment as aforesaid interest will be payable from the date of the card transaction until payment is made in full.

7. PAYMENT APPLICATION

- (a) Payments made to the Credit Card Account will be applied in the following order:
 - (i) Fees and charges on overdue payments in respect of the Billing Periods.
 - (ii) Interest in amounts due at the end of the current Billing Period.
 - (iii) Interest on amounts in excess of the Credit Card Line.
 - (iv) Annual fees and all other fees and charges accrued due under the terms of the Agreement not otherwise specifically set out in this Clause.
 - (v) Overdue payments in respect of the Billing Period (Principal).
 - (vi) Amounts in excess of the Credit Card Line.
 - (vii) Amounts due at the end of the current Billing Period (Principal).
- (b) If a payment cheque is returned owing to insufficient funds. In addition interest at the rate applicable under paragraph 5(a) will be payable on the cheque amount from the date of payment to the date of return of the cheque.
- (c) The Bank has the authority to charge any account which the Cardholder may maintain with the Bank presently or in the future with the monthly payments as they fall due.

8. FEES AND OTHER CHARGES

The Cardholder will pay the Bank such fees and charges as the Bank may determine. The Bank is to debit the Credit Card Account with all such fees and charges. The Bank may in its sole discretion at any time from time to time vary its fees and charges without prior notice to the Cardholder.

- (a) An annual Fee (as notified in the Introductory Letter) in respect of the Credit Card issued to the Principal Cardholder must be paid whether or not the Credit Card is used. This fee will be charged on each anniversary date of the opening of the Credit Card Account and may be changed by the Bank at any time from time to time in its sole discretion.
- (b) A Fee (as notified in the Introductory Letter) will be charged in respect of each new Credit Card issued as a result of the Credit Card being lost/stolen or damaged.
- (c) Where the Credit Card is used to obtain Cash Advances a handling charge of 3% of the amount so obtained will be payable by the Cardholder to the Bank. Cash Advances shall not exceed the Credit Card Cash Limit.
- (d) In the event that the authorized Credit Card Line is exceeded, a charge of 4% of the amount in excess subject to a minimum charge of \$35.00 will be payable by the Cardholder to the Bank.
- (e) In the event that the Minimum Payment is not paid by the due date, a late Payment Fee of a fraction of the Minimum Payment subject to a Minimum Charge (as notified in the Introductory Letter) will be payable by the Cardholder to the Bank.

9. AUTOMATIC TELLER MACHINE

When and wherever ATM services are applicable to the Credit Card:

- (a) The Cardholder can use his/her card and PIN to access his/her Credit Card Account to obtain cash, make deposits or to transfer money between Accounts and any other services which may be introduced.
- (b) The Cardholder will be permitted to make cash withdrawals from the ATM up to a limit previously specified to the Cardholder by the Bank.
- (c) The Bank shall not be liable to the Cardholder for the operational failure of any of its ATMs or for any injury, loss or damage suffered by the Cardholder in the use of any ATM.
- (d) The Cardholder will normally receive a receipt for each transaction made with the Card at the ATM.

10. CORRESPONDENCE, STATEMENTS, DOCUMENTS

- (a) Any notice to the Principal Cardholder shall be sent by prepaid post and/or sms messaging to the address and/or phone number provided on the application or the address and/or phone number subsequently notified to the Bank in writing and shall be deemed to have been delivered 48 hours after the date of sending.
- (b) Periodic billing statements, whether print copy or electronic, will be issued by the Bank to the Principal Cardholder, who shall be under a duty to examine the details in each statement and to report immediately to the Bank if there are any errors or discrepancies. If objections on the matters contained in any statement are not received by the Bank within fourteen (14) days after the date of the Principal Cardholder receipt of any statement, the Principal Cardholder shall be deemed conclusively to have accepted all the matters contained in any such statement as true and accurate in all respects.
- (c) In the event that the Principal Cardholder does not receive a billing statement within 10 calendar days after the end of the relevant Billing Period, then the Principal Cardholder must so advise the Credit Card Centre immediately and arrange to take delivery of a copy of that billing statement.
- (d) The Bank may vary the Agreement and/or these conditions at any time or times in its sole discretion whether or not a similar amendment is made to the Agreement and/or condition(s) with any other Principal Cardholder(s) provided that at least 15 days of prior notice of any such change is given to the Principal Cardholder and a variation so notified shall be binding upon the Cardholder.
- (e) The Principal Cardholder shall immediately notify the Bank at its Credit Card Centre in writing of any change of name, address or phone number.
- (f) The Cardholder will receive a monthly periodic statement. Such statement should be checked/verified upon receipt and any incorrect entries reported to the Bank.

11. CARD NOT PRESENT TRANSACTIONS

For the purpose of this section a 'Card Not Present Transaction' is a transaction which takes place where the Cardholder, Card and Merchant are not in the same physical location. This applies to transactions including but not limited to, online, over the telephone, through mail order services and via Card on file payments.

- (a) The Cardholder hereby acknowledges that there is an inherent risk of fraud in conducting Card Not Present Transactions and shall take the steps to ensure that all such transactions are performed with reputable Merchants.
- (b) Where the Cardholder believes that he has put himself at risk for fraud through carrying out a Card Not Present Transaction, the Cardholder shall immediately contact the Credit Card Centre and make a report.
- (c) If the Cardholder or anyone authorized to use the Card signs a Sales or Cash Advance Draft, or gives the Account Number, to make a Cash Advance without presenting the Card, the legal effect shall be the same as if the Card was used by the Cardholder and the Sales or Cash Advance Draft was signed by the Cardholder.
- (d) Subject to the provisions of any applicable law or regulations, the Cardholder hereby agrees to indemnify the Bank against any loss, claims, damages, liabilities, actions and proceedings; legal and or other expense which may be directly or reasonably incurred by the Bank as a consequence of the Cardholder conducting a Card Not Present Transaction from the time the Card Not Present Transaction occurs to the time that the Bank is notified that the Card may have been compromised.

12. OWNERSHIP OF CARD

The Card is the property of the Bank and must be returned by the Cardholder at the request of the Bank or any other person acting for the Bank at the request of the Bank.

13. FULL SETTLEMENT OF ACCOUNT

- (a) The Cardholder may at any time pay the entire amount outstanding on the Credit Card Account. In any event however, the Minimum Payment due shown on the Principal Cardholder's billing statement must be paid by the Payment Due Date.
- (b) Notwithstanding anything to the contrary set out elsewhere in the Agreement, the Bank shall have the right in its sole discretion at any time and from time to time to demand immediate repayment of all monies due to it by the Cardholder.

14. TERMINATION OR AMENDMENT OR AGREEMENT

- (a) The Principal Cardholder may terminate the Agreement by written notice to the Bank but such termination shall only be effective when all Credit Cards issued to the Principal Cardholder and all Joint Applicants have been returned to the Bank.
- (b) The Bank may terminate the Agreement at any time without notice by the cancelling or refusing to renew the Credit Card issued to the Principal Cardholder and all Joint Applicants.
- (c) The Bank may also terminate the Agreement or suspend the use of the Credit Card if the Principal Cardholder dies, is made bankrupt, or in the event of any breach of the terms of the Agreement by either the Principal Cardholder or any Joint Applicant.

(d) Unless and until termination takes place as herein provided the Bank will provide a new Credit Card for each Principal Cardholder from time to time.

(e) These rights are in addition to any other rights or remedies which the Bank may have to recover outstanding debts or otherwise and the Cardholder's liability will continue until such time as all amounts of whatever nature due to the Bank under the Agreement (including, but not limited to, interest and other charges) have been paid in full.

15. RESPONSIBILITY FOR SERVICE

- (a) The Bank will not be liable in any way if the Credit Card is not honored by a third party or for any retention of a Credit Card by the Bank, any other financial institution or any seller of goods and services.
- (b) Any and all disputes between a Cardholder and a Merchant in respect of any Credit Card transaction shall be resolved by and between the Cardholder and the Merchant. In the case of such disputes, the Bank shall remain fully indemnified by the Cardholder in respect of any and all claims arising therefrom whether by the Merchant, the Cardholder or the Bank.
- (c) The Bank shall not be liable if it is unable to perform its obligations due directly or indirectly to the failure of any machine, data processing system or transmission link or to industrial disputes or to any cause outside the control of the Bank, its agents, servant or sub-contractors.

16. VALIDITY OF CARD

- (a) The International Credit Card shall be an International Credit Card so designated by the Bank and;
 - (i) Its use will be at all times subject to any statutory restrictions/regulations which may be imposed from time to time by the Central Bank of Trinidad and Tobago or any other government or other Authority.
 - (ii) The amount of any Credit Card Transaction in a currency other than Trinidad and Tobago Dollars will be converted to Trinidad and Tobago Dollars at a rate of exchange determined by the Bank for the date when the Credit Card Transaction is debited to the Credit Card Account.

17. LOST/STOLEN CARDS

- (a) If the Credit Card is lost, stolen or for any other reason liable to misuse, or if the PIN is disclosed in breach of the terms of the Agreement, the Cardholder shall within 2 days of discovery of the loss notify the Bank's Credit Card Centre or his/her Branch. If this notification is oral, it shall take effect immediately but shall be confirmed in writing within 2 days of the oral notice.
- (b) Until the Bank receives notification of the lost or stolen card, the Cardholder shall be liable for any loss sustained by the Bank up to \$500.00 from the time the card is lost/stolen to when a report is lodged.

18. ADDITIONAL CARDS

The Bank may at its sole discretion and upon the written request of the Principal Cardholder issue additional Card(s) to such persons as named by the Principal Cardholder "whether or not such persons are under the age of 18 years" on the express understanding that the Principal Cardholder shall be liable for all indebtedness incurred through use of such Cards as though he/her himself/herself had use them.

19. CREDIT INFORMATION

The Cardholder authorizes and consents to the Bank obtaining further information on his/her credit and employment history from any financial institution, credit bureau or any other person/corporation with whom he/she may have had dealings with from time to time and any such sources is hereby authorized to provide the Bank with the requested information. The Bank is authorized to disclose to any Credit Bureau and any other credit grantors any information about the Cardholder's credit history. The Cardholder/s jointly and severally agree to indemnify the Bank against any loss, claims, damages, liabilities, actions and proceedings; legal and or other expense which may be directly or reasonably incurred as a consequence of such disclosure on the Bank's part.

20. REWARDS

Rewards are earned and managed in accordance to the Rules of the Reward Program. The Rules of the Reward program include:

- (i) Requests to use rewards must originate solely from the Principal Cardholder.
- (ii) Rewards are not redeemable or accessible if the Credit Card Account is delinquent at the time the request is made to use the rewards.
- (iii) Rewards are not accessible or transferable subsequent to the closure of the Credit Card Account or upon the death of the Principal Cardholder.
- (iv) The Terms and Conditions of the Reward Program on any First Citizens Credit Card can change at any time without notice to the Principal Cardholder.
- (v) The Bank reserves the right to end the benefit of the Reward Program at any time without notice to the Principal Cardholder.

21. CONSOLIDATION OF ACCOUNTS

In consideration of the Bank giving a Credit Card to the Cardholder, the Cardholder agrees that in addition to any general lien or similar right to which the Bank may be entitled by law it may at any time and without notice to the Cardholder combine or consolidate all or any of the Cardholder's Account(s) with any liabilities to the Bank and set off or transfer any sum or sums standing to the credit of any one or more of such accounts towards satisfaction of any of the Cardholder's debts/or liabilities to the Bank on any other account or in any other respect whether the debts and/or liabilities be actual or contingent primary or collateral or several or joint.

22. OTHER

- (a) If any part of the Agreement is found to be invalid, the rest remains effective.
- (b) The obligations of the parties hereto are governed by the laws of Trinidad and Tobago and subject to all banking regulations present and future.

*Cardholder must initial clauses 1, 6(a), 10(c) & 10(e) as having read and understood.

Principal Cardholder Signature _____ Date _____ Witness _____ Date _____