

**BUSINESS CARD APPLICATION FORM
USER'S SECTION**

Company Name (legal) _____

User Name _____

Date of Birth _____ Sex _____

Country of Birth _____

Nationality _____

Country of Residence _____

Company Name on Card _____

Position in Company _____

Years with Company _____

Home Address _____

Telephone No. _____ Fax No. _____

Social Security # _____

Everything that I have stated in this application is correct to the best of my knowledge.

User Signature _____ Date _____

COMPANY'S SECTION

Card Limit (To be completed by Company)

Gold Card: EC\$ US\$

Classic Card: EC\$ US\$

Payment Option: Debit Charges Annually

Debit Charges Monthly

Pay Charges in Person

Name of Company _____

Country of Incorporation _____

Year of Incorporation _____ License No. _____

Registered Office Address _____

Physical Office Address _____

Telephone No. _____ Fax No. _____

Type of Business _____

Public Co. Yes/No _____ Offices Owned/Rented _____

Date of Last Financial Statement _____

Total Assets \$ _____

Gross Income \$ _____ Net Profit \$ _____

Bank A/C _____ Currency _____

Bank Name _____

Address _____

Please tie Debit Card to account #:

A) Each user must complete an application form

B) Please supply the following documents with the application

i) Notarized copy of Certificate of Incorporation and Registration Certificate

ii) Certified Resolution by Board of Directors

iii) Notarised Memorandum and Articles of Association

iv) Bank reference and 6 months bank statements

I/We agree that the above mentioned user may be issued a company corporate card with the noted limit. We agree that all outstanding amounts on this card (for this user) will be paid/settled by the company when they become due.

The company and all users of the account agree to the terms and conditions of the St. Kitts-Nevis-Anguilla National Bank Limited Cardholder Agreement.

Authorized By: _____

Position: _____

Signature: _____ Date _____

Authorized By: _____

Position: _____

Signature: _____ Date _____

Bank use only

Approved By: _____ Date _____

Application No. _____

Cif Number _____

	Date	Initials
Received	_____	_____
Input	_____	_____
Checked	_____	_____

CARDHOLDER AGREEMENT

1. INTERPRETATION

1.1 Throughout this Agreement where the context so requires, the singular includes the plural and vice versa, and the masculine the feminine and neuter and the following expressions have the following meanings:

“**ABM**” means an Automated Banking Machine, which is a part of the *National Bank ABM Network* or the *VISA Network of ABMs*.

“**Bill Payment Register**” means Designated Third Party Company account numbers to which the Cardholder may direct payment. St. Kitts-Nevis-Anguilla National Bank Limited loan accounts and designated third party accounts must be validated and added by the BankCard Centre.

“**BankCard Centre**” means the *St. Kitts Nevis Anguilla National BankCard Centre* situated at The Pelican Mall, Bay Road, P.O. Box 343, Basseterre, St. Kitts, West Indies: Telephone Number (869) 465-2204 extensions 402 to 404; Fax Number (869) 466-5867.

“**Cardholder**” means the customer by whom this Agreement is signed and to whom a Card is issued by the Bank.

“**Designated Bank Accounts**” means those accounts which can be accessed through an ABM or point-of-sale device or by other means defined by the Bank from time to time and shall where the context so admits or requires include accounts on which credit facilities have been established by agreement between the Bank and the Cardholder under the terms of a *Debit Card Credit Line Facility Agreement*.

“**Designated Third Party Company**” means utility companies, telephone companies, cable TV service providers and any additional companies as notified to the Cardholder from time to time by the Bank.

“**Gender**” the use of any gender shall be applicable to all genders.

“**PIN**” means the Cardholder’s Personal Identification Number, used as an electronic signature, which is needed to access the designated account through an ABM or point-of-sale device, or by other means as may be defined by the Bank from time to time.

“**point-of-sale**” means the point or place at which a transaction is concluded by whatever means and includes, without limitation to the generality of the foregoing and where applicable and the context so admits, transactions concluded by telephone and via the Internet.

“**point-of-sale device**” means an electronic device used by merchants or retailers to transmit requests for authorisation and settlement of transactions made by a Cardholder at a retail establishment and evidenced by a PIN.

“**the Card**” means the *NatBank International VISA Debit Card* issued to the Cardholder under the terms and conditions set out herein.

2. The terms and conditions set out herein are in addition to the terms and conditions applicable to designated bank accounts.

3. CARDHOLDER’S WARRANTIES AND AGREEMENTS

The Cardholder warrants to the Bank that the Cardholder is over the age of eighteen (18) years and further agrees as follows:-

3.1 The Card.

3.1.1 The Card is not a credit card and its issuance does not permit the Cardholder to overdraw the Cardholder’s account or to otherwise obtain credit from the Bank.

3.1.2 The Card shall remain the property of the Bank at all times and shall be returned to the Bank by the Cardholder on demand.

3.1.3 The Card is valid for use at any ABM operated in the Federation or worldwide where the ABM carries the “Plus” Logo. The card is also valid for use at points-of-sale where merchants are authorised to accept cards bearing the VISA logo.

3.1.4 The Card shall be used solely by the Cardholder and all transactions done using the Card shall be deemed to be transacted by the Cardholder unless excepted by the terms of this Agreement. The Cardholder will hold harmless and indemnify the Bank against any loss, injury or damage occasioned by the use of the Card by any person not authorised under this Agreement to use it.

3.1.5 The Bank may in its absolute discretion

(a) cancel; or

(b) refuse to renew or replace

any Card at any time without notice to the Cardholder.

3.1.6 The Cardholder shall use all reasonable precaution to prevent the loss, theft or destruction of the Card and undertakes to verbally notify the BankCard Centre immediately of such loss, theft or destruction and the circumstances thereof and further to confirm in writing such loss, theft or destruction and the circumstances

surrounding the same within 24 hours of any such occurrence and until and unless the BankCard Centre receives such written notice the Cardholder shall be liable for any transaction to the account accessed by the Card which is the subject of the notice.

3.2 The PIN.

3.2.1 The Cardholder shall enter the Cardholder's PIN in order to use the VISA network of ABMs and the Bank's ABM Network.

3.2.2 The Cardholder shall memorise the PIN in order to prevent the misuse of the Card. The Cardholder agrees not to allow anyone to gain access to the services facilitated by the use of the Card through the Cardholder's PIN, and agrees to assume responsibility for all transactions initiated through the use of the Cardholder's PIN and to hold the Bank harmless from unauthorised use.

3.3 Transactions.

3.3.1 The Cardholder may, subject to the availability of the system, execute the following transactions:

- (a) balance inquiries on all Associated Accounts;
- (b) transfers between local currency (EC\$) accounts, that is to say,
 - i. savings accounts to current accounts;
 - ii. current accounts to savings accounts;bill payments from savings accounts or current accounts to all Designated Third Party Entities and Bank loan accounts;
- (d) obtain cash; and
- (e) make deposits.

3.3.2 The Cardholder may use the Card and the PIN in order to make payment for goods, services and duties at any participating merchant where the merchant has the facility and is authorised to accept the Card.

3.3.3 The Cardholder may use the Card and PIN to utilise other services as may be provided by the Bank and which may be or become accessible through the ABM or other device introduced by the Bank, or at point-of-sale.

3.4 New Services. The Bank may from time to time introduce new services. The Bank will notify the Cardholder of the existence of these new services and the devices through which they may be accessed. By using these services, the Cardholder agrees to be bound by the rules herein so far as they are applicable to the new services and by any additional rules.

3.5 Joint Accounts. Where a designated bank account is held jointly by two or more persons all the account holders will be signatories to this Agreement, and all the account holders will be jointly and severally liable for transactions effected on the account whether each account holder is a Cardholder or not.

3.6 Maintaining Balances.

3.6.1 The Cardholder shall be required to maintain at all times on all designated bank accounts a cash balance equal to or in excess of the amount being withdrawn on any transaction plus all applicable transaction fees, and the Cardholder hereby charges the said cash balance to the Bank as security for the repayment of any unauthorised credit that may be obtained by the Cardholder through an ABM, a point-of-sale device or other device introduced by the Bank.

3.6.2 The provisions of Clause 3.6.1 hereof do not apply to designated bank accounts upon which credit facilities have been established under the terms of a *Debit Card Credit Line Facility Agreement*.

3.6.3 Cardholders shall be required to operate all designated bank accounts upon which credit facilities have been established within the credit limit established by the *Debit Card Credit Line Facility Agreement* and shall ensure that the amount being withdrawn on any transaction plus all applicable transaction fees fall within that credit limit.

3.6.4 If any designated bank account exceeds its available credit, the Cardholder shall take immediate steps

- (a) to put the account in credit; or
- (b) to bring the balance on the account within the available credit limit

whichever is applicable, and the Cardholder will pay the Bank's normal service charge based on the Cardholder's agreement with the Bank in respect of the overdrawn designated bank account.

3.6.5 The Bank reserves the right to decline or refuse any transaction where both the relevant fee and the sum being withdrawn cannot be accommodated at the time the transaction is executed.

3.7 Uncleared Effects. The Cardholder shall not use the Card to withdraw any cash or make any debit transfer or payment against effects uncleared by the Bank.

3.8 The ABM.

3.8.1 The Cardholder shall be permitted, in any twenty-four (24) hour period, to make cash withdrawals from any ABM up to a fixed maximum amount established by the Bank from time to time.

3.8.2 The ABM, point-of-sale device or a merchant may in some circumstances retain the Card and not return it to the Cardholder. The Cardholder acknowledges that such restrictions and programmes are provided for the protection of the Cardholder, the merchant or the Bank against wrongful use of the Card.

3.8.3 The Bank will not be liable for any loss or damage whatsoever incurred by or as a result of the retention of the Card.

3.9 Verification.

3.9.1 All withdrawals, deposits, transfers, payments or other transactions made by the Cardholder through the ABM, at point-of-sale or through the use of any other device introduced by the Bank are subject to verification by two of the Bank's officers whose verification, the Cardholder agrees, shall be binding and conclusive evidence of the actual amount involved in any such transaction.

3.9.2 It is understood and agreed that all deposits made or payments requested after normal banking hours shall be deemed to have been made or requested on the next business day following that on which the said deposit or payment was made or requested.

3.10 Receipts.

3.10.1 The Cardholder shall receive a receipt for each transaction made at an ABM or point-of-sale device with the Card. The Cardholder must retain these receipts as the receipt numbers will appear along with an appropriate narrative on the Cardholder's bank statements in order to facilitate the easy reconciliation of the Cardholder's transactions.

3.10.2 In cases of errors on or questions about any transaction, the Cardholder shall contact the Bank as soon as possible, provided that in respect of disputed transfers or disputed payments from a Cardholder's account, the Cardholder must submit written notification thereof to the Bank within 60 calendar days from the date of the relevant transaction.

3.10.3 If the Cardholder fails to effect written notification within the said period the Bank shall not be liable for any loss arising from the disputed transaction nor shall the Bank be liable to reverse or refund the effect of any such transaction including interest and transaction fees accruing or charged thereon.

3.10.4 The Bank may in its absolute discretion extend the 60 day period and will notify the Cardholder in writing if this discretion is to be exercised in the Cardholder's favour.

3.11 Fees and Charges.

3.11.1 The Cardholder will pay an annual fee for the use of the Card.

3.11.2 The annual fee will be paid in the currency of the Cardholder's Card and may be paid in equal monthly instalments at the request of the Cardholder and in the absolute discretion of the Bank.

3.11.3 Failure by the Cardholder to pay the annual fee or to pay the monthly instalments will result in the cancellation of the Card by the Bank and the Cardholder shall remain liable for all transactions made through the use of the Card up to the date of cancellation.

3.11.4 The Bank shall be at liberty to vary all charges imposed pursuant to this Agreement and to include such other charges as it may consider necessary from time to time and the Cardholder irrevocably authorises the Bank to debit the Cardholder's account with all such charges and expenses.

3.12 Force Majeure.

3.12.1 The Bank shall not be liable to the Cardholder for the operational failure of any Participating ABM or point-of-sale device or for any injury, loss or damage howsoever arising whether from criminal activity or otherwise suffered by the Cardholder in the use of the ABMs or point-of-sale

devices or on or near premises housing same, nor shall the Bank be liable for any unauthorised use of the Card or for any loss resulting from circumstances over which the Bank has no direct control including but not limited to the Cardholder's failure to input complete and accurate information, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, operator error, log in sequences, severe weather, earthquakes, flood or other acts of God.

3.12.2 In no event will the Bank be liable for damages in excess of a Cardholder's actual loss due to its failure to complete a transaction and the Bank will not be liable for any indirect, incidental or consequential damages.

3.12.3 Where the Cardholder agrees with any merchant to have the Card charged periodically for any good or service provided by the merchant or otherwise, the Cardholder wholly accepts the risks and consequences thereof including but not limited to part payments or late payments, and the Bank shall not be liable for any loss arising as a result of such part payment, late payment or otherwise.

3.13 Changes. The Cardholder will immediately notify the BankCard Centre in writing of any address changes and until such notice is received by the BankCard Centre all notices mailed to the Cardholder's last known address will be effective as though received.

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

3.15 Headers. Headers used in this Agreement are for convenience only and do not form a part of the Agreement and will be wholly disregarded in construing the Agreement.

3.16 Revision of Terms. The Bank may amend or revise in whole or in part these conditions at any time in its absolute discretion and may give the Cardholder notice of any such amendment or revision and such notice shall be sufficient if the Bank notifies the Cardholder that revisions have been made and gives instructions as to how to obtain a copy of such revisions. The revised conditions shall be effective on the date specified by the Bank. The Cardholder's continued use of the Card after the effective date of such revision will constitute the Cardholder's acceptance of the revisions.

4. DISCLOSURE.

4.1 The Bank will disclose information to third parties about the Cardholder's Account in the following circumstances:-

- (a) in order to verify the existence and condition of the account for a merchant;
- (b) in order to comply with Court Orders; or
- (c) if the Cardholder gives the Bank written permission;

in accordance with any Laws or regulations prescribed by any statute, authority, statutory body or other institution governing the same in the Federation.

5. WAIVER. No neglect or forbearance or omission on the part of the Bank to take advantage of or to enforce any rights arising out of any breach or non-performance or non-observance of any of the terms, conditions or obligations herein contained shall be deemed to be or be taken as a general waiver of any such right arising out of any such breach or non-performance or non-observance either original or recurring.

6. USE IN ANY JURISDICTION.

6.1 When the Cardholder uses the Card in the Federation, or in any jurisdiction outside of the Federation ("a foreign jurisdiction"), the Cardholder agrees to use the Card in compliance with the laws of that jurisdiction.

6.2 The Cardholder will not use the Card for any illegal purpose or in the commission of any act made criminal in any jurisdiction in which the Card is used.

7. GOVERNING LAW. This Agreement shall be governed by the laws of the Federation.

8. LEGAL ACTION. In the event of default by the Cardholder of any of the terms of this Agreement and this Agreement is handed to a Solicitor for collection or other remedy applicable under this Agreement, the Cardholder will pay all consequential Solicitor's costs and Court costs in the matter.

9. NOTICES.

9.1 All notices required to be served upon the Bank shall be well and sufficiently served if –

(a) sent by prepaid post addressed to the Bank at its last known place of business in the Island of Saint Christopher; or

(b) sent to the Bank by fax; or
delivered to the Bank by hand

and the Bank will be deemed to have received the notice only after the notice shall have actually been received by the Bank.

9.2 All notices required to be served upon the BankCard Centre shall be well and sufficiently served if –

(d) sent by prepaid post addressed to the BankCard Centre at its last known place of business in the Island of Saint Christopher; or

(e) sent to the BankCard Centre by fax; or
delivered to the BankCard Centre by hand

and the BankCard Centre will be deemed to have received the notice only after the notice shall have actually been received by the BankCard Centre.

9.3 All notices required to be served upon the Cardholder shall be well and sufficiently served if sent by prepaid post addressed to the Cardholder at the last known address and the Cardholder will be deemed to have received any notice sent by mail fourteen (14) days after posting.

10. WHOLE AGREEMENT. This is the whole of the Agreement between the parties and this Agreement can only be altered by agreement in writing signed by the parties hereto.

11. By signing this Agreement the Cardholder warrants that the Cardholder has read and understood the terms and conditions hereof and accepted them.

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Cardholder

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Cardholder

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Cardholder