



TERMS & CONDITIONS VISA PRE-PAID CARD

By purchasing, receiving and/or using the Visa Pre-paid Card, the Purchaser/Cardholder agrees to be bound by the Terms and Conditions of this Agreement.

For the application of these General Terms and Conditions, the following terms shall have the following meanings:

“The Purchaser”	:	the person, who has purchased, the Visa Pre-paid Card;
“The Cardholder”	:	the purchaser, or person who has received and/or signed the back of the Visa Pre-paid Card;
“The Bank”	:	Vidanova Bank N.V.;
“Card”	:	the Visa Pre-paid Card;

1. The Visa Pre-paid Card

The Card may be issued either, personalized with a name on it or non-personalized (with generic name). The Card accesses a special pre-paid payment facility the purchaser has opened by delivering funds to the Bank for use by this Card. The Card is not linked to nor does it access in any way, any checking or other accounts at the Bank. The Card is **NOT** a credit Card. No interest will be paid on the balances transferred to the Card and such balances are not insured.

2. The usage of your Card

- a. The Card may be used by the purchaser or given as a gift to another person. However, once the Card is signed it is non-transferable. The Cardholder shall not give the Visa Pre-paid Card or to anyone else to use once the Cardholder has signed the back of it.
- b. Before using the Card, the Cardholder must sign the Card. The purchaser or the person who has received the Card **must** sign the back before he can use the Card. The Purchaser shall not sign the Card if he intends to give it as a gift to another person. The person who receives it as a gift should be the person who signs it. The Purchaser is advised to deliver these Terms & Conditions with the Card in case the card is given as a Gift.
- c. The Card shall entitle the Cardholder to purchase goods and services by presenting the Card and signing the sales receipt stating the amount at participating businesses, recognized as such by the Visa logo, and have agreed to accept the Card. The Cardholder shall sign the sales receipt to complete the transaction. If there is a keypad, it is advisable to tell the salesclerk that the Cardholder prefers to sign for the purchase. There is no cost for this service.
- d. The Card can be used to withdraw money from at ATMs with VISA Plus Logo. A PIN-code is required. This can be obtained upon request.
- e. Recurring transactions are not allowed with the Card.
- f. The Card has a maximum value of the amount loaded to the card. Cards are available for a minimum value of \$ 25 US Dollars, or up to a maximum value of \$ 500.00 US Dollars. When the Cardholder uses the Card, the amount of any purchase or cash withdrawal will be deducted from the Card and its value will be reduced. The Cardholder may only use the Card when there is a balance remaining after deducting all previous purchases made from the amount of the original value of the Card and then only up to the amount left on the Card. Purchases will be deducted from the Card until the value reaches zero.
- g. The Card is reloadable and can be loaded by deposit or transfer a maximum of \$ 500.00 US Dollar on the Visa Pre-paid Card number.

Initial:.....



3. Point of Sale Use

- a. When the Card is used to obtain goods or services at a merchant location, the merchant may attempt to obtain preauthorization from the Card for the transaction. A ten-day hold will be placed on the Card for the amount of the preauthorization request, which means those funds may not be used for any other purpose during the hold period. If the preauthorization request varies from the amount of the actual transaction, payment of the transaction may not remove the hold, which may remain on the funds in the payment facility associated with the Card until ten days have expired.
- b. If the amount of the purchase is greater than the amount available on the Card, the difference can be paid with another form of payment, depending on the policy of the merchant. Any transaction attempted for more than the amount available on the Visa Pre-paid Card will be declined. Therefore, the Cardholder must know the amount available on the Card and inform the merchant to process the transaction in that amount.
- c. If the Card is used for a transaction in a foreign currency, the transaction will be converted into US Dollars.
- d. If the Card is damaged, a replacement Card can be issued for the value remaining on any damaged Card and the original Card will be cancelled. There is a \$ 5 US Dollars Replacement Card service charge. This service charge will be deducted from the remaining balance at the time a replacement Card is issued.

4. Obtaining balance information on your Card

To check the balance on the Card or to get a summary of the transactions made, the Cardholder can call Vidanova Bank N.V. Credit Card Department at phone number 5999-7322900. The Cardholder will receive a copy of the sales slip at the merchant for each transaction made. The Cardholder will not receive a monthly statement but a print-out of the transactions can be provided on request by paying a fee (see summary of charges).

5. Theft, loss and unauthorized use of Visa Pre-paid Card

- a. In case of theft or loss of the Card, the Cardholder shall notify the Bank hereof without delay by calling Card Department at phone number 5999-7322900. The Cardholder shall immediately confirm same in writing.
- b. In case of theft or loss of the Card, the Bank will need the Card number to block the Card. Generally a replacement Card or a refund will be issued for the value remaining on the Card. The original Card will be canceled. After 10 business days the Cardholder will be notified of the remaining balance and may choose for replacement Card or a refund to the value of the remaining funds. A replacement Card service charge or a refund charge will be deducted from the remaining balance at the time the replacement Card or refund is issued (see summary of charges).
- c. Please be advised that the Cardholder is responsible for all authorized uses of the Visa Pre-paid Card. This Pre-paid Card is not protected by laws covering credit or debit Cards. In case of unauthorized use of the Card, the Cardholder should follow the same steps that as if the Card was stolen to minimize further loss. The Bank is not responsible for any unauthorized transactions, negligent or fraudulent in the handling of the Card. If the Bank is not notified within 30 calendar days after discovery of the unauthorized transaction, the Cardholder may not get back any money lost after the 30 calendar days, if the Bank can prove that it could have stopped further loss.

6. Rights in case of Dispute

- a. In case of errors or questions about electronic transactions on the Card, the Cardholder should contact the Bank Card Department, as soon as possible. If the Cardholder thinks the transaction history or receipt is wrong or if the Cardholder needs information about a transaction listed in the transaction summary or a receipt. The Bank must hear from the Cardholder not later than within 30 days after the date of the transaction.
- b. The Cardholder is required to notify the Bank of his complaint in writing within 10 business days and to present a copy of the transaction history (receipt) herewith.

Initial:.....



- c. The Bank will inform the Cardholder of the results of its investigation within ten (10) business days after the above notification. If complaint is justifiable, the Bank will correct any error promptly. If the Bank needs more time, however, it may take up to one hundred and twenty (120) Calendar days to investigate the complaint or question.
- d. If the Bank's investigation reveals that there was no error, the Bank will send the Cardholder a written explanation within three (3) business days, after it concludes its investigation.
- e. If the Cardholder has a problem with any goods or services he purchased using the Card, the Cardholder hereby agree to settle any disputes arising from the problem directly with the merchant who provided the goods or services.

7. Validity of the Visa Pre-paid Card

The Card is valid for one year from the purchase date. Any transactions attempted after expiry date will be declined. If after expiry-date any unused balance still remains on the Card, the Bank will reissue a new Card, after client's written request, in the amount equal to the remaining balance. There is a \$ 5.00 US Dollars Replacement Card service charge, which will be deducted from the remaining balance at the time the Replacement Card is issued.

Refund of remaining balance after expiry-date is possible upon request (the Bank reserves the right to charge a refund fee.)

8. Cancellation

- a. The Visa Pre-paid shall remain the property of the Bank at all times.
The bank may cancel the right of use of the Card by the Cardholder at any time and have him return the Card to the Bank. There will be a Refund Issuance service charge applicable.
- b. The Bank shall be entitled to notify the participating businesses and other interested parties, in the manner as prevailing with Visa, of credit Cards that have become invalid.
- c. The Cardholder can cancel the Card before expiry in writing. The remaining balance will be refund after deduction of a Refund Issuance service charge.
- d. The Bank retains the right to amend or discontinue the Visa Pre-paid Card and these Terms and Conditions at any time at its discretion.

9. Shortage on Card balance

If for any technical reason/system malfunction a transaction occurs despite insufficient funds on the Card, creating a negative/debit amount, the Cardholder will have to reimburse the shortage amount to the Bank upon request. The Bank reserves the right to charge a shortage fee (see summary of charges).

10. Applicability and Governing law

- a. By signing on the header of the first page of this document, the Cardholder accepts these Terms and Conditions unconditionally.
- b. These General Terms and Conditions shall take effect as and from date of issuance of the Card.
- c. These terms and conditions shall be governed by and construed in accordance with the laws of Curaçao and all or any disputes arising under or in connection with these conditions shall be settled before the competent court in Willemstad, Curaçao.

Cardholder's Signature

Date

Cardholder's Name