

UWI VISA Credit Card Application Form

I am applying for: ALUMNI STAFF STUDENT
 I am applying for: CLASSIC GOLD PLATINUM

IMPORTANT: Please remember to include the following with your application: your signature, a copy of photo ID (e.g. Driver's Licence or National Registration), a recent job letter (including position, tenure and salary), a recent pay slip (last three (3) months pay slips for Jamaica customers only) a copy of a utility bill for address verification and copies of last six (6) months' Bank statements (if not a FirstCaribbean Customer). Self-employed persons should include the abovementioned plus financial statements for the past year and a copy of your company registration certificate.

Please type in **BLOCK CAPITALS** and tick where necessary

ABOUT YOURSELF

Title First Name Last Name Date of Birth DD / MM / YYYY

Single Married Widowed Separated Divorced Number of dependents

Home Address Previous Address (if less than 2 years at present address)

Mailing Address Nationality

National Registration # / TRN

Telephone (H) Cell (C) Email

Sole Owner house and land Joint Owner house and land Owner house only Owner land only

Renting furnished Renting unfurnished Living with parents other (specify)

GUARANTOR DETAILS (required if applicant is student with no fixed income)

Title First Name Last Name Date of Birth DD / MM / YYYY

Single Married Widowed Separated Divorced Number of dependents

Home Address Nationality

National Registration # / TRN

Telephone (H) Cell (C) Email

Sole Owner house and land Joint Owner house and land Owner house only Owner land only

Renting furnished Renting unfurnished Living with parents other (specify)

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APPLICANT EMPLOYMENT DETAILS (to be completed by guarantor if applicant is student with no fixed income)

Retired Self-employed Full Time Employment Part Time Employment

(If self-employed, please specify the name and nature of the business)

Employer's name

Employer's Address

Years there

Position held

Telephone (W)

Previous Employer's Name
(if at current employer for less than 2 years)

Years there

Position held

APPLICANT FINANCIAL DETAILS (to be completed by guarantor if applicant is student with no fixed income)

Assets

Description

Value / Balance

Property

\$

Automobile 1 (Yr and make)

\$

Automobile 2 (Yr and make)

\$

Liquid Assets

Institution

Value / Balance

Gross Monthly Income

Value / Balance

1. Chequing

\$

From Current Employer

\$

2. Savings

\$

Other Income

\$

3. _____

\$

Total Monthly Income:

\$

4. _____

\$

5. _____

\$

Total Assets:

\$

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<u>Liabilities</u>	Creditor	Credit Limit	Monthly Payment	Balance
Mortgage Co. / Bank	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
Car Loan 1	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
Car Loan 2	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
<u>Other Liabilities</u>	Creditor & Description	Credit Limit	Monthly Payment	Balance
1. Loans	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
2. Loans	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
3. Bank Credit Cards	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
4. Hire Purchase	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
5. Other Liabilities	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
Total Liabilities:			\$ <input type="text"/>	\$ <input type="text"/>
<u>Monthly Expenses</u>	Amount	Mandatory Deductions	Amount	
Rent	\$ <input type="text"/>	NIS	\$ <input type="text"/>	
Property Taxes / Ins.	\$ <input type="text"/>	Inc. Tax / PAYE	\$ <input type="text"/>	
Food / Clothing	\$ <input type="text"/>	Medical	\$ <input type="text"/>	
Utilities	\$ <input type="text"/>	Pension	\$ <input type="text"/>	
Other	\$ <input type="text"/>	Other	\$ <input type="text"/>	
Total Expenses:	\$ <input type="text"/>	Total Deductions:	\$ <input type="text"/>	

<u>REFERENCE DETAILS</u>	
Reference Name <input style="width: 90%;" type="text"/>	Relationship <input style="width: 90%;" type="text"/>
Address <input style="width: 90%; height: 40px;" type="text"/>	Telephone (H) <input style="width: 90%;" type="text"/>
	Telephone (W) <input style="width: 90%;" type="text"/>

<u>ADDITIONAL CARDHOLDER</u> <small>Would you like an additional card for a member of your family or household?</small>
<small>(Please include a copy of Photo ID for additional cardholder)</small>
Title <input style="width: 50px;" type="text"/> First Name <input style="width: 100px;" type="text"/> Last Name <input style="width: 150px;" type="text"/> Date of Birth <small>DD / MM / YYYY</small> <input style="width: 100px;" type="text"/>
Nationality <input style="width: 150px;" type="text"/> National Registration # / TRN <input style="width: 150px;" type="text"/>
Signature of additional cardholder _____

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Yes I want the automatic payment feature!

Simply fill out the information below and select the option you wish.

I would like my monthly payment to be deducted from the account indicated below and understand that the automatic payment will be debited from that account on the "payment due" date that is listed on my statement.

Please debit my Savings Account #

Located at (branch) Transit #

Please debit my Chequing Account #

Located at (branch) Transit #

Options: Please debit my account MONTHLY:

Minimum Monthly Payment . Full Card Balance A fixed Percentage of %

Should the Bank be unable to enforce the order on two successive occasions, on the due date owing to lack of funds, the Bank reserves the right at its discretion to discontinue the processing of this order.

The Bank does not undertake to effect the due date any payment which has not been effected on the due date owing to lack of funds, nor does it undertake to advise its Customer of non-payment on due date owing to lack of funds.

FIRSTCARIBBEAN INTERNATIONAL BANK CREDIT CARD SECURITY INSURANCE (OPTIONAL)

Would you like to insure your FirstCaribbean Credit Card balance? Yes No

I understand that to be eligible for coverage I must be at least 18 years of age and under 70 to enroll; and that my coverage will be bound by the terms and conditions stated in my Certificate of Insurance. Furthermore I authorised the insurer to charge monthly premiums to my FirstCaribbean Credit Card account.

Applicant Consent

Applicant Waiver of Insurance

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FIRSTCARIBBEAN INTERNATIONAL GUARANTOR

Please note; if you are a full-time student without regular income, you must complete this guarantor form. Please include the guarantor's proof of ID, a job letter and proof of address with your application.

To: FirstCaribbean International Bank (insert country) () Limited of

(Insert branch)

In consideration of your having at our request agreed to advance to (insert applicant's name)

of (insert applicant's address)

a co-branded UWI VISA Credit Card the limit of which may not exceed at any time US\$500, we the undersigned hereby guarantee to you the repayment by the said (insert applicant's name)

of all sums incurred by him/her in the use of the said Credit Card, such sum and all interests due thereon not to exceed the limit aforesaid subject as hereinafter mentioned, that is to say:

1. Notice in writing of any default on the part of the said (insert applicant's name) is to be given by you to us within 30 days from receipt payment shall be made by us of all sums then due from us under this guarantee.
2. This guarantee is a continuing guarantee within the limits aforesaid.
3. No change in the constitution of FirstCaribbean International Bank shall affect or impair our liability hereunder, whether past present or future.
4. This guarantee is a guarantee of all sums up to and including the said maximum limit incurred by the said (insert applicant's name) to you and our liability hereunder shall under no circumstances exceed in the aggregate the sum of US\$550
5. In the event that the cardholder becomes disassociated with the guarantor, the guarantor shall immediately serve notice of that fact upon FirstCaribbean, proceed to extinguish all outstanding liabilities in connection with the Credit Card and exercise a power of withdrawal from all liability hereunder.

Dated this day of 200 For and on behalf of:

Signature of Guarantor _____

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CARDHOLDER CREDIT CARD AGREEMENT

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

In this Agreement, the words “you” and “your” refer to the Primary Cardholder and include supplementary cardholders added to the Credit Card Account (“Account”) by the Primary Cardholder, unless otherwise mentioned. “Primary Cardholder” refers to the person liable for any outstanding debt. “Supplementary Cardholder” or “Additional Cardholder” or “Authorized Users” refers to any other person the Primary Cardholder authorizes to have a credit card issued on this account or to act/communicate on the Primary Cardholder’s behalf with FirstCaribbean International Bank.

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

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

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

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

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

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

2. 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

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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.

- 3. CONFIDENTIALITY OF PERSONAL IDENTIFICATION NUMBER (PIN)** – You will memorise and keep your PIN confidential and will keep the Card(s) in a separate physical location/container from your PIN(s), at all times. You will select a different Secret Code, from the PIN(s) used at ABMs, Debit Terminals, or telephone banking. You will not use your birth date, telephone number or address, or the birth date, telephone number or address of a close relative, when selecting your PIN. You will not use any part of the number that appears on the Card when selecting your PIN. If a PIN becomes known to anyone or you suspect that another person knows it you must notify us as soon as reasonably possible at any branch of FirstCaribbean or the nearest FirstCaribbean Card Centre. Also, if you know or suspect that a PIN has become known to anyone, you will change it immediately. You understand that if you do not keep your PIN confidential or if you keep the Card and PIN in a way that would enable someone else to use them together, you will be liable for all debt, including interest and charges arising from the unauthorized use.
- 4. LIABILITY FOR DEBT** – The purchase price of goods and services, the amount of cash advances and all other amounts payable under this Agreement are called “Debt”. With use of the Card by you or any supplementary cardholders, a Debt is incurred. You are liable for all Debt (including Debt incurred by each supplementary cardholder), plus any interest, service charges and fees that we may charge, which also form part of your Debt. If you or any supplementary cardholder(s) sign a sales or cash advance draft or give the Account number to make a purchase or obtain a cash advance without presenting the Card (such as for a mail order, telephone or Internet purchase), the legal effect shall be the same as if the Card was used by you and a sales or cash advance draft was signed by you. You agree to repay all Debt to FirstCaribbean.

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 authorize 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 supplementary cardholder. Any supplementary cardholder(s) will also immediately cease to use the Card and return it to FirstCaribbean (cut through the magnetic strip).
- 5. CREDIT LIMIT** – You will be advised of the assigned credit limit when you receive the Card. The credit limit will also appear on the monthly Credit Card statement. We can increase or decrease your credit limit without providing advance notice. You agree that your Debt will not exceed the credit limit communicated to you from time to time. However, we may (but are not required to, even if we have done so before) permit your Debt to exceed the credit limit established from time to time. You are liable for all Indebtedness, whether or not it exceeds the credit limit. You agree that from time to time we may review the Account and reward you by increasing the credit limit based on your management of the Account. You agree that you will advise us immediately should you wish for this increase in credit limit to be removed from the Account. You are responsible for all penalty fees associated with the Account going over limit. You are responsible to pay any over limit amounts in full by your payment due date. You understand that the use of the Card and the Account may be suspended, at our discretion, if the credit limit is exceeded.
- 6. MONTHLY STATEMENTS** - The number of days between the statement closing date and the payment due date may vary from one billing cycle to another as a result of several factors, including holidays, weekends and the

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different number of days in each month. The grace period will normally be between 25 and 30 days. We will send monthly statements to the Primary Cardholder only.

7. **RECORDS** - You agree to accept our records of a transaction as accurate unless you can provide contrary evidence that is satisfactory to FirstCaribbean.
8. **STATEMENT INACCURACIES** - If you believe your statement contains any inaccuracies, you must notify us within 30 days of the date of the statement. If you do not receive your statement within 30 days of the date of the statement, you will inform us promptly of such non-receipt. Unless we have received a notice of non-receipt at the expiration date of the 30 days, except as to any inaccuracies that have been communicated to us, it shall be determined conclusively between you and FirstCaribbean that the statement contains no inaccuracies.
9. **MERCHANT DISPUTES** – We will not be liable if a Card is not honoured or the Account cannot otherwise be used. You will settle all claims and disputes regarding any Transaction or any credit voucher issued by a merchant directly with the merchant or business concerned. 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.
10. **PAYMENTS** - You will pay the Debt incurred by the Payment Due Date on the monthly statement as follows:
 - (a) In full or
 - (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 will immediately pay any Debt exceeding the credit limit, and if the balance shown on a statement is less than the minimum payment required, you will pay it in full by the Payment Due Date. Payments received by us during regular business hours will be deemed to be applied to the Credit Card Account effective the business day following the date on the receipt issued by us. You will not use the Account to pay the Debt.

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

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

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

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

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

- 11. 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. If you select this Auto Payment option, there is an additional Auto-payment service authorisation form that you will need to request, complete, sign and return to us before we can process payments automatically. You may notify us in accordance with the terms of this form if you wish to revoke your authorisation for Auto-payment.
- 12. APPLICATION OF CREDIT CARD PAYMENTS** - Credit Card payments are applied, in accordance with section 10, in the following order: previously billed interest; previously billed cash advances; previously billed purchases; fees and charges which are not yet interest-bearing; unbilled cash advances; and, at the end of a billing period, any unapplied payments are applied to unbilled purchases.
- 13. INTEREST CHARGES ON PURCHASES, CASH ADVANCES AND OTHER CHARGES –**
- i. Interest charged on your monthly statement is calculated separately for Purchases and Cash Advances.
 - ii. There are multiple types of interest charges that may accrue and be assessed on the Card. The following definitions describe the various types of interest.
 - a. *New Purchases Interest* – Interest accrued and charged for new purchases posted to the account in the previous billing cycle, which remain unpaid by the Payment Due Date (not the new purchases that appear on the current statement). Calculated on each purchase transaction from the posting date to the Payment Due Date.
 - b. *Late Payment Interest* - Interest accrued and charged on the Overdue Payment Amount (delinquent portion) of the outstanding balance. Delinquency occurs when the minimum payment has not been paid by the Payment Due Date. Calculated on the average daily balance of the delinquent portion from the Billing Date to the Payment Due Date.
 - c. *Revolving Interest* – Interest accrued and charged on the outstanding balance, less the Overdue Payment Amount. Calculated on the average daily balance from the Billing Date to the Payment Due Date.
 - d. *Cash Advance Interest* - Interest accrued and charged, from the day of withdrawal, for any cash advance posted in the previous billing cycle regardless of full payment by Payment Due Date. Cash Advances include Balance Transfers, Convenience Cheques and ABM withdrawals. Calculated on each cash advance transaction from the transaction date to the Payment Due Date.
- 14. OTHER FEES AND CHARGES** - When you receive the Card, you will also receive a notice detailing current prevailing interest rates, service charges, penalty fees and the annual fee. The annual fee will appear on your first monthly statement and is not refundable. In subsequent years, annual fees are charged on the anniversary statement each year. You will pay all applicable fees and charges communicated to you. You understand that these fees and charges are not refundable in the event of termination of the Credit Card Account.
- 15. PAYMENTS OF COSTS AND EXPENSES** - Delinquent accounts are those accounts that are in breach of Section 4 of this Agreement. You acknowledge that you will be responsible for, and will pay all costs related to our collection activities on this account, should the account become delinquent. The fees include, but are not limited to, collection agent fees, discounts, or commissions; bailiff fees, court costs, legal fees, communication fees and such other fees as deemed appropriate by us.
- 16. FOREIGN CURRENCY** - The amount of any purchase(s) or cash advance(s), in any currency other than local currency, will be billed in United States Dollars (USD). Conversion from any other foreign currency to USD will be made by FirstCaribbean at a rate of exchange determined by FirstCaribbean, which reflects our cost of foreign

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funds and may include an administration charge for transaction handling through Visa. The rate of exchange is determined based on the posting date each Card Transaction or cash advance and the relevant amount is charged to the Card or Account. All foreign currency transactions, including USD transactions, are subject to foreign exchange controls where applicable. Foreign transactions are converted to the local billing currency using a conversion rate established by us as at the statement date.

17. FOREIGN TRANSACTIONS – 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.)

18. PRE-AUTHORIZED PAYMENT TRANSACTIONS – You are responsible for providing a merchant with adequate, correct and up-to-date information for any pre-authorized payment transactions you wish to be charged to your Account, including advising a merchant if your Card number or expiry date changes. We are not liable if any pre-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.

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

20. LOSS OR THEFT OF CARD – You will immediately notify us about the loss, theft or suspicion of unauthorized use of the Card and/or PIN. Until notification to Us, you are liable for all Debts resulting from its use. We may take whatever steps we consider necessary in order to recover the Card including reporting the lost or stolen Card to the appropriate authorities to facilitate its recovery. If you have previously authorized 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.

21. 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 unauthorized use or compromise. Should any such instances occur, FirstCaribbean will attempt to contact you. However, if you experience service interruption, please contact our Customer Service Centre for immediate assistance.

22. OTHER CARDHOLDER SERVICES & PRODUCTS – You understand that optional services may be available to you at an additional cost. Further, you understand that all services available with the Card may be governed by separate agreements, terms, or authorisations by which you agree to be bound. You also understand that firms independent of FirstCaribbean supply some of these services and that FirstCaribbean shall not have any responsibility or liability with respect to such services. To the extent that we may provide any other cardholder services and products, any such services and products shall be subject to modification or discontinuance by us, at any time, without notice.

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- 23. UPGRADES** – You understand and accept that we may, at our discretion, periodically consider the Account for a product upgrade. You will be notified of this opportunity by statement insert, direct mail, Internet, email, telephone or any other channels used by us.
- 24. CHANGE OF PRIMARY CARDHOLDER'S ACCOUNT INFORMATION** - As the Primary Cardholder, 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.
- 25. 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 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 us the Indebtedness. The Card(s) is always our property and you are required to give it back to us, or someone acting on our behalf when requested. If either of us cancels this Agreement, you still have to pay your Debt and any other amounts you owe us in full.

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

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

- (a) Require that all Debt be paid immediately.
 - (b) Debit any bank account you have with us and apply the funds against the Debt owing under this Agreement.
 - (c) Take whatever steps we deem necessary to recover indebtedness or interest owing under this Agreement.
- 26. UNENFORCEABILITY OF CERTAIN PARTS OF THIS AGREEMENT** - If any part of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired.
- 27. CHANGES** – We may change this Agreement from time to time, by mailing a notice to you at the most recent address appearing in our records, or notifying you about the change by statement message on your credit card statement, or making the updated Agreement available via our website at: www.firstcaribbeanbank.com or at any FirstCaribbean branch. You understand that Agreement terms are not guaranteed for any period of time; all terms, including the interest rates and fees, may change in accordance with the Agreement and applicable law. We may change them based on information in your credit report or credit rating, market conditions, business strategies, or for any reason.
- 28. DISCLOSURE OF INFORMATION** – By using the Card, you consent to and authorize FirstCaribbean to hold and process electronically or disclose information as per the following:
- (a) We may exchange information concerning your credit history, income and/or employment and any other information in order to approve or decline this application, service the account and manage the relationship with you and other agents, including but not limited to our associates overseas, contractors, card issuers and card processors.
 - (b) In order for us to make lending decisions and to prevent fraudulent activity, you agree that we may share information about the Account through licensed credit reference agencies and other financial institutions.
 - (c) You understand that we may disclose information about you or the Account pursuant to legal process, regulation or subpoena.
 - (d) You understand that we may disclose information about you or the Account if disclosure is necessary to protect FirstCaribbean's interests.

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- (e) FirstCaribbean will not disclose such information outside FirstCaribbean or affiliated companies except:
1. Under strict confidentiality agreements to sub-contracted or persons acting as the FirstCaribbean's agents
 2. To any person who may assume FirstCaribbean's rights under this Agreement
 3. For fraud prevention and funds recovery purposes

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

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

31. AUTHORIZED INSTRUCTIONS – You authorize FirstCaribbean to accept any method of instructions from you:

- a) to provide account and transaction information;
- b) to transfer funds between your accounts;
- c) to transfer funds from any account in your name to any individual, firm or corporation;
- d) to deal in any manner with stocks, bonds or other types of securities held in or to be purchased for your account;
- e) to issue stop payment orders;
- f) relating to foreign exchange transactions; or
- g) relating to transactions in connection with any existing credit arrangement between FirstCaribbean and you

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

32. USE OF E-MAIL – If you use e-mail to communicate with FirstCaribbean, you authorize FirstCaribbean to reply to you by e-mail. This includes sending your confidential information to you at your request. If you are an individual, 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.

33. 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 FirstCaribbean does not use encryption or digital signatures for incoming or outgoing e-mail. You also understand that FirstCaribbean recommends that customers not use cellular telephones or e-mail for any confidential purposes or to share their Internet access with others. If you nonetheless choose to do so, you assume full responsibility for the risks of doing so. These risks include the possibility that:

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

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- 34. ACTING ON INSTRUCTIONS** - FirstCaribbean may act on instructions and information from, or purporting to be from, you as if you had given FirstCaribbean such instructions or information in writing, until FirstCaribbean has received written notice to the contrary.
- 35. CONFIRMATION OF TELEPHONE AND EMAIL INSTRUCTIONS** – You acknowledge that FirstCaribbean may request that you provide confirmation of telephone and e-mail instructions to FirstCaribbean on the day that they are given by mailing to the FirstCaribbean office a written confirmation signed by you. FirstCaribbean may, but need not, notify you of any discrepancy between the instructions as understood by it and the written confirmation from you, provided that the failure to so notify you shall not amount to gross negligence or wilful misconduct.
- 36. 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 FirstCaribbean (except for FirstCaribbean's gross negligence or wilful misconduct) or were from any of your previous or later Communications. Communications will only be valid at the FirstCaribbean office at which they are received.
- 37. DOUBTS AS TO AUTHENTIC COMMUNICATIONS** – FirstCaribbean does not have to act upon any of your Communications if it is unsure whether they are accurate or are really from you or FirstCaribbean does not understand them.
- 38. FIRSTCARIBBEAN'S LIABILITY** – FirstCaribbean 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 FirstCaribbean's gross negligence or wilful misconduct). In the event of FirstCaribbean's gross negligence or wilful misconduct, FirstCaribbean's liability will be limited to the amount involved in my Communication. FirstCaribbean will not in any event be liable for any special, incidental, consequential or indirect damages, or for loss of profit.
- 39. INDEMNITY CLAUSE** – You will indemnify and save FirstCaribbean harmless from any claims, damages, demands and expenses that FirstCaribbean incurs (other than due to its own gross negligence or wilful misconduct), including among other things all legal fees and expenses, arising from FirstCaribbean acting, or declining to act, on any of your Communications given under this Agreement. This indemnity is in addition to any other indemnity or assurance against loss provided by you to FirstCaribbean.
- 40. STORING INFORMATION** – FirstCaribbean may record and store all information relating to your account in such form and by such means as FirstCaribbean sees fit. You acknowledge that FirstCaribbean is 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 FirstCaribbean may, in its 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 FirstCaribbean is 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 FirstCaribbean its applicable charges for any searches you request. You acknowledge that FirstCaribbean may, however, require you to pay part of such search fees in advance.
- 41. DATA PROCESSING** – FirstCaribbean may use the services of any of its subsidiaries and affiliates or any electronic data processing service bureau or organisation in connection with keeping your account. Consent is giving for the sharing of information with such subsidiaries, affiliates, electronic data processing services or organization 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, FirstCaribbean 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.

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42. ANTI-MONEY LAUNDERING – Anti-money Laundering requires that FirstCaribbean 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 FirstCaribbean to disclose this information to money laundering prevention and control officers within FirstCaribbean, for the purpose of ensuring FirstCaribbean complies with anti-money laundering legislation. You will indemnify FirstCaribbean for its 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.

43. AUTHORISATION - You understand that by activating and using your credit card you authorise FirstCaribbean to accept and irrevocably honour any and all instructions set out in section 31 of this Agreement. You further agree that the signatory listed on your credit card application may authorize these instructions.

44. GENERAL:

- a) Admissibility – If it wishes, FirstCaribbean may enter any photocopy, computer-generated copy, reproduction, tape recording or transcript of tape recording that FirstCaribbean has of your Communications into evidence in any legal proceeding as if it were an original document. That copy will be sufficient and valid proof of the information contained in it.
- b) Notice – Either party may give written notice to the other by personal delivery or by fax communication in accordance with this Agreement.
- c) Valid Agreement – This Agreement is a valid and binding obligation by you, enforceable in accordance with 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.

45. INABILITY TO PERFORM OBLIGATIONS - FirstCaribbean 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 dispute or to a cause outside the control of FirstCaribbean, its agents, servants or sub-contracts.

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

You have read the terms and conditions of the FirstCaribbean 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.