

Discover a World of **CONVENIENCE**

AfrAsia **VISA Platinum** prepaid card



**AFRASIA**  
bank different

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M. CARD



Any changes to the T&C for a specific program will be submitted to the bank for approval before its use.  
The fees schedule will be provided to the cardholder on a separate document according to the card type.

## CARDHOLDER AGREEMENT

### 1. TERMS AND CONDITIONS FOR THE AFRASIA VISA PLATINUM PREPAID CARD PROGRAM.

This document constitutes the agreement (“Agreement”) outlining the terms and conditions under which the AfrAsia Visa Platinum Prepaid Card has been issued to you. By accepting and using this Card, you agree to be bound by the terms and conditions contained in this Agreement. In this Agreement, “Card” means the AfrAsia Visa Platinum Prepaid Card issued to you by AfrAsia Bank Limited. “You”, “your” and “Cardholder” refers to the person who has received the Card and is authorised to hold and use the Card as provided for in this Agreement. “We”, “us”, “Bank” and “our” refers to AfrAsia Bank Limited, our successors, affiliates or assignees. The Card will remain the property of AfrAsia Bank Limited and must be surrendered upon demand. The Card is non transferable, and it may be canceled, repossessed, or revoked at any time without prior notice, subject to applicable law. Please read this Agreement carefully and keep it for future reference.

### 2. DEFINITIONS

**The Card is a Prepaid Debit Card.** The Card allows you to access funds you place on the Card. The Card does not constitute a checking, savings or other bank account and is not connected in any way to any other account you may have. The Card is not a credit card. You will not earn any interest on any funds loaded on the Card.

**Authorized Users:** You may request an additional Card for another person. You may also permit another person to have access to your Card or Card number. However, if you do, you are liable for all transactions made with the Card or Card number by those persons. You must notify us to revoke permission for any person you previously authorised to use your Card. You are responsible for all transactions and fees incurred by you or any other person you have authorised. If you tell us to revoke another person’s use of your Card, we may revoke your Card and issue a new Card with a different number. You are wholly responsible for the use of each Card according to the terms of this Agreement. Each Cardholder and visitor to the (bank specific website address linked to GTP) site agrees to these terms and conditions, as amended from time to time. If you do not agree to these terms and conditions, please do not use or [...] the Card. In order to become a cardholder, you must be an individual who can lawfully enter into and form contracts under applicable law. By participating in the Card program, you warrant the accuracy of the factual information you submitted to us, including, but not limited to, your real name, government ID, valid mailing address and residential address (if different), date of birth, and telephone number. If you falsify, misrepresent, or fail to provide requested information, we may cancel your Card.

**Personal Identification Number:** We may, at our option, give you a Personal Identification Number (“PIN”). If we give you a PIN, you may use your Card, (i) to obtain cash from any Automated Teller Machine (“ATM”) or (ii) at any Point-of-Sale (“POS”) device which requires entry of a PIN that bears the Visa, PULSE, or Interlink brand. All ATM transactions are treated as cash withdrawal transactions. You should not write or keep your PIN with your Card. If you believe that anyone has gained unauthorised access to your PIN, you should advise us immediately, following the procedures in the paragraph labeled “Your Liability for Unauthorized Transfers.”

**Loading Your Card:** You may add funds to your Card, called “value loading”, at any time. We reserve the right to refuse any particular loading transaction. (There is no limit on the number of times you may value load your Card.) However, the maximum value load you may place on your Card when aggregated with any other Cards you have authorised is restricted. You agree to present the Card and meet identification requirements to complete load transactions.

**Using Your Card:** You may use your Card to purchase or lease goods or services wherever the Card is honored as long as you do not exceed the value available on your Card. You are responsible for all transactions initiated by use of your Card. If you permit someone else to use your Card, we will treat this as if you have authorized such use and you will be responsible for any transactions made subject to such use. If you do not have enough value loaded on your Card, you can instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with cash or by other means. These are called “split transactions”. Some merchants do not allow cardholders to conduct split transactions. Some merchants will only allow you to do a split transaction if you pay the remaining amount in cash.

If you use your Card number without presenting your Card (such as for an internet, mail order or telephone purchase), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number of transactions you can make on your Card. Your Card cannot be redeemed for cash. You may use your Card to access cash at an ATM. You may not use your Card for online gambling. You may not use your Card for any illegal transactions or allow anyone else to do so. If you do, you will be responsible for such use. We may at any time, suspend, restrict or cancel your Card or refuse to issue or replace a Card for reasons relating to any of the following:

- ✔ We are concerned about security of your account or Cards we have issued to you;
- ✔ We suspect your account is being used in a fraudulent or unauthorized manner; or
- ✔ We need to do so to comply with the law.

You should keep track of the amount of value loaded on your Card. You may call us during office hours at the Customer Service number shown on your Card to obtain the current value on your Card.

Each time you use your Card, you authorise us to reduce the value available on your Card by the amount of the transaction plus applicable fees. You are not allowed to exceed the available amount on your Card through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of

the funds available on your Card (creating a “shortage”) you shall remain fully liable to us for the amount of the transaction and any applicable fees or charges. You agree to pay us promptly for the shortage and any applicable shortage fees. We also reserve the right to cancel this Card should you create one or more shortages with your Card.

You do not have the right to stop payment on any purchase transaction originated by use of your Card. If you authorise a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds. Please note that we have no control over when a merchant settles a previously authorised transaction. When you use your Card to rent a vehicle, hotel room, or to make other purchases, the merchant may initiate an authorisation hold on your funds. Merchants may initiate authorisation holds for many reasons, including to satisfy “security deposit” requirements or to ensure available funds when you complete your transaction. Funds loaded onto the Card and which are subject to an authorisation hold will not be available to pay for other purchases or ATM withdrawals.

### 3. RETURNS AND REFUNDS

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds. The amounts credited to your Card for refunds may not be immediately available. While merchant refunds post as soon as they are received, please note that we have no control over when a merchant sends a credit transaction and the refund may not be available for a number of days after the date the refund transaction occurs.

### 4. FOREIGN TRANSACTIONS

If you obtain your funds (or make a purchase) in a currency other than the currency in which your Card was issued, the amount deducted from your funds will be converted by Visa into an amount in the currency of your Card. Visa will establish a currency conversion rate for this convenience using a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by us as the issuer.

### 5. RECEIPTS

You should get a receipt at the time you make a transaction or obtain cash using your Card. You agree to retain your receipt to verify your transactions.

### 6. PERIODIC STATEMENTS

A continuously updated account statement, in electronic format, is available on the AfrAsia Bank Limited website <http://cards.afrasiabank.com/prepaid.com>. The statement will be made available free of charge and regardless of whether or how often you use your account.

## 7. CONFIDENTIALITY

We may disclose information to third parties about your Card or the transactions you make:

- ✔ Where it is necessary for completing transactions;
- ✔ In order to verify the existence and condition of your Card for a third party, such as merchant;
- ✔ In order to comply with government agency, court order, or other legal reporting requirements;
- ✔ If you give us your written permission; or
- ✔ To our employees, auditors, affiliates, service providers, or advisers as needed.

## 8. OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS

In no event will we be liable for consequential damages (including lost profits), extraordinary damages, special or punitive damages. We will not be liable, for instance:

- ✔ If, through no fault of ours, you do not have enough funds available on your Card to complete a transaction;
- ✔ If a merchant refuses to accept your Card;
- ✔ If an ATM where you are making a cash withdrawal does not have enough cash;
- ✔ If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- ✔ If access to your Card has been blocked after you reported your Card lost or stolen;
- ✔ If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
- ✔ If we have reason to believe the requested transaction is unauthorized;
- ✔ If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken;
- ✔ Any other exception stated in our Agreement with you.

## 9. INDEMNITY

The Cardholder indemnifies and agrees to hold AfrAsia Bank Limited indemnified against all actions, proceedings, claims, costs, charges, expenses, arising out of or as a consequence of the Cardholder not complying with the applicable laws, rules or regulations in force from time to time.

## 10. LOSS OR THEFT OF THE CARD OR PIN

The Cardholder undertakes to exercise the utmost care to prevent the Card from being misplaced, lost or stolen. However, in case of the Card being misplaced, lost or stolen or suspect that an unauthorised person knows the PIN, the Cardholder must immediately inform the ANY SPECIFIED BRANCH of the Bank or report the incident:

- ✔ by calling on the Hotline number [...];
- ✔ by logging on to the user portal and blocking the card;
- ✔ by confirming the above in writing by the next business day.

The person who applied for the Card and to whom AfrAsia Bank Limited has issued the Card will be solely responsible to inform the Bank in case the Card has been misplaced, lost or stolen and/or to request for Card replacement and PIN re-issuance,

The Bank may further require the Cardholder to report it to the police and to produce a report to the service unit where his account is kept as proof that such report has been made.

In case of dispute as to the effective time and date of notification of any misplacement, loss, theft or suspected theft, the time and date of receipt of the written notification by us will be conclusive.

Report of the misplacement, loss, theft, suspected theft or abstraction of the Card would in no way affect any transaction effected prior thereto or those already settled by the or debited to the Cardholder's account. We shall in no way whatsoever be held liable for any loss or damage resulting from any notification made by phone, telegram, telex or otherwise, which might not emanate from the Cardholder and/or which is not confirmed in writing. If the Cardholder fails to observe the security of the Card and PIN, the Cardholder may have to bear any costs suffered (including loss of all or part of the funds) as a result of unauthorized use of the Card.

## 11. LIABILITY OF THE CARDHOLDER

The maximum amount of the Cardholder's liability for unauthorised use of the Card where it is misplaced, lost or stolen, is the maximum amount that can be withdrawn immediately preceding the time and date of the report to us of the misplacement, loss or theft of the Card.

The Cardholder will be liable for any withdrawal or payment for goods and services resulting from the use of the Card or Card number, before the date and time he has informed the Bank of the misplacement, loss or theft of the Card. The Cardholder will thus not be responsible for any withdrawal or payment for goods and services resulting from the use of the Card, as from the specific date and time he informs the Bank. Note that the Cardholder is responsible to confirm this reporting in writing to the Bank.

## 12. DISPUTED TRANSACTIONS

Any charge slip or other payment requisition signed by the Cardholder and received from a merchant establishment for payment shall be conclusive proof that the amount recorded on such charge slip or other requisition was properly incurred by the Cardholder by the use of the Card except for such charge slips or other payment requisitions which have been signed on a date subsequent to the Cardholder's notification to us as to an unauthorised transaction having been effected through use of the Card and/or the PIN, or the card and/or the PIN having been otherwise misused, misplaced, lost or stolen, and the Bank or Cardholder having successfully blocked such Card and/or PIN.

The Cardholder shall inform the Bank with reasonable promptness, whether the Cardholder disagrees with any transaction or any transaction was unauthorised. No claim or action whatsoever relating to a transaction shall be entertained after the expiry of 45 days from the date of the transaction is borne. This shall not preclude Bank from debiting the Cardholder's account of any sum erroneously credited to Cardholder's account.

In any other case, if the Cardholder believes that an amount has been erroneously debited from the Card account, the Cardholder should immediately notify the same to the Bank. On receipt of such information, the Bank shall initiate an investigation. On completion of subsequent investigation, the Bank will advise the Cardholder of the result and findings on contact details provided.

### 13. OTHER TERMS

Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use and possession of your Card is subject to all applicable rules and customs of any clearing house or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at anytime. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of Mauritius.

The parties hereby agree that any claim, legal action or proceedings arising out of these terms and conditions for the Card (and/or any persons claiming through the Cardholder) shall be brought in the courts or tribunals in Mauritius and the parties shall submit themselves to the jurisdiction of such courts or tribunals. The Bank may commence any legal action or proceedings arising out of these terms and conditions in any court, tribunal or other appropriate forum in any jurisdiction and the Cardholder consents to that jurisdiction.

### 14. AMENDMENT AND CANCELLATION

We may amend or change the terms of this Agreement at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice.

We may cancel or suspend your Card or this Agreement at any time. You may cancel this Agreement by calling during office hours at the Customer Service number shown on your Card or following the procedures set forth in the "Request Funds" section found at AfrAsia Bank Limited <http://cards.afrasiabank.com/prepaid.com>. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

## 15. INFORMATION ABOUT YOUR RIGHT TO DISPUTE ERRORS

In case of errors or questions about your Card transactions, call during office hours at the Customer Service number shown on your Card or write to:

**AfrAsia Bank Limited - 4<sup>th</sup> floor, NeXTeracom Tower III - Ebene - Mauritius**

If you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt, contact Customer Service immediately. You must contact us no later than sixty (60) days after electronic statement becomes available on which the problem or error appeared, and:

1. Provide your name and Card number ;
2. Describe the error or the transaction you are unsure about, and explain why you believe it is an error or why you need more information; and
3. Provide the dollar amount of the suspected error.

If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days, we may not credit your Card.

For errors involving new Cards, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation.

## 16. PRIVACY AND DATA PROTECTION

(i) Information we may collect (“Cardholder Information”):

- ✔ (a) Information about purchases made with the Card, such as date of purchase, amount and place of purchase; and
- ✔ (b) Information you provide to us when you apply for a Card, or for a replacement Card or when you contact us with customer service issues, such as name, address, phone number.

(ii) Information Security: Only those persons who need it to perform their job responsibilities are authorized to have access to Cardholder Information. In addition, we maintain physical, electronic and procedural security measures that comply with regulations adopted to safeguard Cardholder Information.

(iii) Disclosure: We may use Cardholder Information to provide customer services, to process claims for lost or stolen Cards, to develop marketing programs, to help protect against fraud and to conduct research and analysis. In addition, it is often necessary for us to disclose Cardholder Information for the same purposes to

companies that work with us. For example, we may provide certain Cardholder Information to companies that perform business operations or services, including marketing services, on our behalf. We may also provide certain Cardholder Information to others as permitted or required by law, such as government entities or other third parties in response to subpoenas.

## 17. TELEPHONE MONITORING/RECORDING

From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

## 18. NO WARRANTY REGARDING GOODS AND SERVICES

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card. The Card is issued by the Bank pursuant to license by Visa International Incorporated. Visa is a registered trademark of Visa International Incorporated.