

These terms and conditions comprise the agreement between the BBSL and the Cardholder in connection with the Cardholder's BBSL Visa Debit Card. These Terms and Conditions therein must be read in conjunction with the BBSL Account Terms & Conditions. By accepting and/or using the Debit Card, the Cardholder unconditionally accepts all the following terms and conditions. The Cardholder's use of the card will be governed by the terms of this agreement as amended and published by BBSL from time to time.

## 1. Interpretation

In these terms and conditions:

- 1.1 **"Account"** means the bank account held or to be held with the Bank in the name of the Cardholder (whether solely or jointly with another person), the number of which is or shall be specified in the application form for the Card.
- 1.2 **"The Bank"** or **"BBSL"** means BBS Limited, its successors and assigns.
- 1.3 **"Card"** means any appropriate VISA Card and any renewals or replacements issued by the Bank and embossed in the name of cardholder Visa International Debit Card issued by the Bank at the request and in the name of the person named upon it for use in connection with debit card facilities provided by the Bank, including any renewal or replacement Card.
- 1.4 **"Cardholder"** means the person issued with the BBSL VISA debit card and having power alone to operate the Account in accordance with the bank mandate in respect thereof. The primary cardholder and each person nominated by the primary cardholder as an authorised user to use the card on the primary cardholder's account.
- 1.5 **"PIN"** means the personal identification number issued to the Cardholder from time to time for use with the Card.
- 1.6 **"Transactions"** means any cash withdrawal or purchase/payment, or an attempted transaction or enquiry made using the Card, or any refund arising in connection with the use of the Card in any authorized manner for debit or credit to the Account.
- 1.7 **"Visa"** means Visa International Service Association, a corporation organized and existing under the laws of the State of Delaware, United States of America, having an office and principal place of business at 900 Metro Centre Boulevard, Foster City, CA94494, United States of America or any subsidiary thereof.
- 1.8 **"Working Days"** means Monday to Friday inclusive except weekends and public holidays.
- 1.9 References to the singular include the plural and vice versa and references to one gender include references to the other gender. The headings used herein are for ease of reference only.
- 1.10 These Terms form the contract between the Cardholder and the Bank. The Cardholder shall be deemed to have unconditionally agreed to and accepted the Terms by signing the Card application form, or acknowledging receipt of the Card in writing, or by signing on the reverse of the Card, or by performing a transaction with the Card or by requesting activation of the Card to the Bank's Contact Centre or after 10 days have elapsed since the Card was dispatched to his or her address on record. The Terms and Conditions will be in addition to and not in derogation from the Account Terms and Conditions relating to any Account of the Cardholder.

## 2. Card facilities

- 2.1 The Cardholder may use the Card to pay for goods or services at retailers or suppliers world-wide who accept the Card by tapping or dipping the card at a Point-of-Sale machine or

performing an e-commerce transaction and the Bank will debit to the Account the amount of any such Transaction authorised in such way.

- 2.2 The Cardholder may use the Card in conjunction with the PIN to withdraw money from automated teller machines which accept the Card when they are operating. The amount of money so withdrawn will be debited to the Account.
- 2.3 The Bank may, at its discretion, make available to the Cardholder more ATMs, POS, and/or other devices through shared networks for the Cardholder's convenience and use. All fees, charges related to transactions done by the Cardholder at these devices, as determined by the Bank from time to time will be recovered by a debit to the Cardholder's account. The Cardholder understands and agree that such networks may provide different functionality, service offerings and different charges for different services and/or locations.
- 2.4 The Bank, shall, at its sole discretion, at any time, without notice to the Cardholder, be entitled to withdraw, discontinue, cancel, suspend or terminate the facility to use the Card and/or services related to it, at an ATM/other devices within and/or outside Botswana and shall not be liable to the Cardholder for any loss or damage suffered by the Cardholder resulting in any way from such suspension or termination, etc.
- 2.5 The Card is only available to persons over the age of eighteen (18) years and who are of full legal capacity in all other respects. The Card is non-transferable by the Cardholder under any circumstances.
- 2.6 The Cardholder accepts full responsibility for all transactions processed using the Debit Card whether on Automated Teller Machine (ATM), Point-of Sale (POS) Terminal, Online or any other device available or otherwise. Any instruction given by means of the Card shall be irrevocable. The Cardholder shall, in all circumstances, be held fully responsible for the use of the Card, whether processed with the Cardholder's knowledge or his authority, expressed or implied. The Cardholder hereby authorises the Bank to debit the Cardholder's account(s) with the amount(s) of any withdrawal or transfer or carry out any such instructions that may be received using the Card in accordance with the Bank's record of transactions.
- 2.8 The Cardholder's obligations with respect to the accounts hereunder are payable solely at the Bank at the branch at which the account or deposit was opened by the Cardholder and are subject to the local laws (including, without limitation, any governmental acts, orders, decrees, and regulations, including fiscal, exchange control and anti-money laundering regulations). The Bank shall not be liable for non-availability of funds credited to the accounts due to restrictions on convertibility or transferability, legal or regulatory restrictions, requisitions, involuntary transfers, acts of war or civil strife or other similar or other causes beyond the Bank's control, in which circumstance no other branch, subsidiary or affiliate of the Bank shall be responsible, therefore.

## 3. The Card

- 3.1 The Card belongs to the Bank and or any authorised officer, servant, employee, associate, or agent of the Bank may retain the Card, require the Cardholder to return the Card or suspend the use of the Card at any time in its absolute discretion and the Bank shall not be liable for any loss suffered by the Cardholder or any person as a result thereof.
- 3.2 The Card is only valid for the period shown on it and must not be used outside that period or if the Bank has required by notice in writing to the Cardholder that it be returned to the Bank. When the period of validity of a Card expires it must be destroyed by cutting it in half through the Chip and/or returned to the Bank.

- 3.3 The Cardholder must take all reasonable precautions to prevent unauthorised use of the Card, including but not limited to not allowing anyone else to use the Card or the PIN.
- 3.4 If the Card is lost or stolen the Cardholder shall immediately notify the Bank by telephoning the number(s) from time to time notified to the Cardholder or by visiting the nearest branch and the Cardholder must, in addition, immediately notify relevant law enforcement agencies. The Cardholder must confirm the loss of the Card by notice in writing to the Bank within seven days of having lost such card.
- 3.5 The Cardholder must co-operate with any officers, employees, or agents of the Bank and/or law enforcement agencies in any efforts to investigate and/or recover the Card if it is lost or stolen.
- 3.6 If the Card is found after the Bank has been given notice of its loss or theft the Cardholder must not use it again. The Card must be cut in half through the Chip and returned to the Bank immediately. The replacement of an expired, lost, or stolen card will be subject to the bank's terms and conditions and to such applicable fees from time to time.
- 3.7. Features on a Card: The Bank may from time to time, at its discretion, partner with various agencies to offer features on the Debit Card. All these features would be on a best-efforts basis only, and the Bank does not guarantee or warrant the efficacy, efficiency, usefulness of any of the products or services offered by any service providers/merchants/outlets/agencies.

#### **4. The PIN**

- 4.1. The Bank will initially allocate a Personal Identification Number (PIN) to the Cardholder. The Cardholder may select the Cardholder's own PIN (any 4-digit number) if the Cardholder would like to change it, depending on the availability of the proposed number.
- 4.2. The security of the PIN is very important, and the Cardholder shall not disclose the Cardholder's PIN to anyone. If the Cardholder fails to observe any of the security requirements, the Cardholder will, at the Cardholder's sole risk as to the consequences, incur liability for unauthorised use.
- 4.3. If the Cardholder chooses his/her own PIN, he/she should not select a PIN that is easily identified or identifiable with him/her, e.g., birth date, car registration number, or repeated numbers etc. The Cardholder should not write or indicate the PIN on the Card or on any other item the Cardholder carry or store.

#### **5. Usage Guidelines**

- 5.1 The Cardholder will be responsible for all facilities granted by the Bank and for all related charges and shall act in good faith in relation to all dealings with the Card and the Bank. The Bank reserves the right to change the types of Transactions supported without any notice to the Cardholder.
- 5.2 The Cardholder is not authorised to make Transactions using the Card to a value more than the available balance (if any) of the Account from time to time. Such transactions may attract penalty charges as applicable.
- 5.3 The Cardholder shall always ensure that the Card is kept at a safe place and shall under no circumstances whatsoever allow the Card to be used by any other individual.
- 5.4 The total amount of any Transactions carried out in any one day shall be limited to such amounts and by such other conditions as shall be notified in writing to the Cardholder by the Bank from time to time with effect from the date of such notice.
- 5.5 When the Card is used to make a Transaction through Visa (whether with a retailer or supplier, a bank or from a card operated cash machine) in a currency other than the Account Currency, Visa will convert the amount of the Transaction into the Account Currency at the applicable exchange rate on the day upon which it receives notification of the Transaction. A

currency conversion commission will be charged for this service and will be added to the transaction amount. Be aware that merchants may not process the transaction on the date of the transaction. This can result in exchange rate differences, which will be the responsibility of the cardholder.

- 5.6 The card may not be used as payment for an illegal purchase, including prohibited or sanctioned transactions.
- 5.7 The Card may not be used for any Mail Order/Phone Order purchases and any such usage will be considered as unauthorised.
- 5.8 The Card is for electronic use only and will be acceptable only at Merchant Establishments, which have a Point-of-Sale (POS) terminal or similar terminal that accepts the Cards. Any usage of the Card other than electronic use will be considered as unauthorised.
- 5.9 The Card is operable with the help of the Cardholder's PIN authorisation at POS terminals installed at Merchant locations depending on the functionality of the POS terminal or eCommerce platform.
- 5.10 Each Transaction is deemed authorised and completed once the PIN is entered and the terminal generates an approved Sales Slip. The amount of the transaction is debited immediately from the primary account linked to the Card.
- 5.11 In the event of an account being overdrawn, the Bank reserves the right to set-off overdrawn amounts against any credit lying in any of the Cardholder's other accounts held jointly or singly, without giving any notice. Nothing in these terms and conditions shall affect the Bank's right to set-off, transfer and apply monies at law or pursuant to any other agreement from time to time subsisting between the Bank and the Cardholder.
- 5.12 The Bank shall not in any way be responsible for merchandise, merchandise warranty or services purchased, or availed of by the Cardholder from Merchant Establishments, including on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods by the Cardholder. The Card is purely a facility to the Cardholder to transact and/or avail of services, the Bank holds out no warranty or makes no representation about quality, delivery or otherwise of the merchandise. Any dispute or claim regarding the merchandise must be resolved by the Cardholder with the Merchant Establishment. The existence of the claim or dispute shall not relieve the Cardholder of his/her obligation to pay all the Charges due to the Bank and the Cardholder agrees to pay promptly such charges. The Cardholder shall be responsible for regularly reviewing these Terms and Conditions including amendments thereto as may be advised from time to time and shall be deemed to have accepted any amended Terms by continuing to use the Card.

#### **6. Charges**

- 6.1 In addition to the amount of all Transactions, certain charges will be debited to the Account as provided for herein.
- 6.2 There will be separate service charges levied for such facilities as may be announced by the Bank from time to time and deducted from the Cardholder's Account.
- 6.3 In the case of transactions entered by the Cardholder through the Card, the equivalent in the currency in which the Cardholder's Account is held, along with processing charges, conversion charges, fees if any and other service charges for such transactions shall be debited to the Cardholder's Account held at the Bank. The Cardholder authorises the Bank to recover all charges related to the Card as determined by the Bank from time to time by debiting the Cardholder's Account(s).
- 6.4 The Bank accepts no responsibility for any surcharge levied by any Merchant Establishment and debited to the Account linked with the Card with the Transaction amount. Any charge or other payment requisition received from a Merchant Establishment by the Bank for payment shall be conclusive proof that the charge recorded on such requisition was properly incurred at the Merchant Establishment for the

amount and by the Cardholder using the Card referred to in that charge or other requisition, except where the Card has been lost, stolen or fraudulently misused, the burden of proof for which shall be on the Cardholder.

6.5 Any government charges, duty or debits, or tax payable because of the use of the Card shall be the Cardholder's responsibility and if imposed upon the Bank (either directly or indirectly), the Bank shall debit such charges, duty, or tax against the Account. In addition, operators of Shared Networks may impose an additional charge for each use of their ATM/ POS Terminal/other device, and any such charge along with other applicable fees/charges will be deducted from the Cardholder's Account.

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6.6 Where the Account does not have sufficient funds to deduct such fees, the Bank reserves the right to deny any further Transactions. In case of Accounts classified as overdrawn Accounts, the Cardholder will have to rectify the Account balance position immediately. In every such situation where the Account becomes overdrawn, a flat charge could be levied in addition to the interest to be charged on the debit balance in the Account. This charge will be determined by the Bank and will be announced from time to time. In the event of an Account being overdrawn due to Card Transactions, the Bank reserves the right to setoff this amount against any credit lying from any of the Cardholder's other Accounts held jointly or singly without giving any notice.

6.7 The Bank reserves the right to deduct from the Cardholder's Account a reasonable service charge and any expenses it incurs, including without limitation reasonable legal fees, due to legal action involving the Cardholder's Card.

6.8 Nothing in the Terms shall affect the Bank's right of setoff, transfer, and application of monies at law or pursuant to any other agreement from time to time subsisting between the Bank and Cardholder. The Cardholder also authorizes the Bank to deduct from his Account and indemnifies the Bank against any expenses it may incur in collecting money owed to it by the Cardholder in connection with the Card. (including without limitation reasonable legal fees).

6.9 The Bank may, at its discretion levy penal charges for non-maintenance of the minimum balance. In addition to the minimum balance stipulation the Bank may levy service and other charges for use of the Card, which will be notified to the Cardholder from time to time.

### 7. Unauthorised transactions

7.1 The Cardholder will be solely liable for all unauthorised acts and transactions.

### 8. Disclosure of Information

8.1 The Bank reserves the right, and the Cardholder hereby agrees to the Bank having the right, to disclose to and share with and receive from other institutions, credit referencing bureaus, agencies, statutory, executive, judicial and regulatory authorities, whether on request or under an order therefrom, and on such terms and conditions as may be deemed fit by the Bank or otherwise, such information concerning the Cardholder's account as may be necessary or appropriate including in connection with its participation in any Electronic Funds Transfer Network.

8.2 The use of the Card at an ATM, POS, and other devices shall constitute the Cardholder's express consent:

- To the collection, storage, communication, and processing of personally identifying and account balance information by any means necessary for the Bank to maintain appropriate transaction and account records.

- To the release and transmission to participants and processors in the BBSL ATM network/other networks of details of the Cardholder's account and transaction information and other data necessary to enable the Cardholder's Card to be used at an ATM, POS, and other device.

- To the retention of such information and data by the said participants and processors in the BBSL/other networks.

- To the compliance by the said participants and processors in the BBSL ATM

network/other networks with laws and regulations governing disclosure of information to which such participants and processors are subject; and

- To disclosure of information to third parties about the Cardholder's BBSL account or the transactions done using the Cardholder's Card where it so necessary for completing transactions and/or when necessary to comply with law or government agency or court orders or legal proceedings and/or when necessary to resolve errors or questions the Cardholder may raise and/or to satisfy BBSL internal data processing requirements.

8.3 The Cardholder hereby expressly authorises the Bank to disclose at any time and for any purpose, any information whatsoever relating to the Cardholder's personal particulars, accounts, transactions, or dealings with the Bank, to the head office or any other branches, subsidiaries, or associated or affiliated corporations or entities of the Bank wherever located, any government or regulatory agencies or authorities in Botswana or elsewhere, any agents or contractors which have entered into an agreement to perform any service(s) for the Bank's benefit, and any other person(s) whatsoever where the disclosure is required by law or otherwise to whom the Bank deems fit to make such disclosure.

8.4 The Cardholder agrees to provide the Bank information the Bank would require from the Cardholder under law or regulation, or any other appropriate information we reasonably request from time to time.

8.5 The Bank may disclose information about the Cardholder and the Account if the Bank thinks it will help avoid or recover any loss to the Cardholder or the Bank resulting from the loss, theft, misuse, or unauthorised use of the Card.

### 9. Exclusion from Liability

9.1 In consideration of the Bank providing the Cardholder with the facility of Card, the Cardholder hereby agrees to indemnify and keep the Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, personal injury, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of providing the Cardholder the said facility of the Card or by reason of the Bank's acting in good faith and taking or refusing to take or omitting to take action on the Cardholder's instructions, and in particular arising directly or indirectly out of the negligence, mistake or misconduct of the Cardholder; breach or non-compliance of the rules/ Terms and Conditions relating to the Card and the Account and/or fraud or dishonesty relating to any Transaction by the Cardholder or his/her employee or agents. The Cardholder shall indemnify and hold harmless the Bank from all consequences arising from the Cardholder not complying with the applicable Regulations, or breach of any other statutory instrument.

Cardholder agrees to indemnify the Bank for any machine/mechanical error/failure. The Cardholder shall also indemnify the Bank fully against any loss on account of misplacement by the courier or loss-in-transit of the Card/PIN. Without prejudice to the foregoing, the Bank shall be under no liability whatsoever to the Cardholder in respect of any loss or damage arising directly or indirectly out of.

- i. Any defect in quality of goods or services supplied.
- ii. The refusal of any person to honour to accept a Card.
- iii. The malfunction of any computer terminal.
- iv. Effecting Transaction instructions other than by a Cardholder.
- v. The exercise by the Bank of its right to demand and procure the surrender of the Card prior to the expiry date exposed on its face, whether such demand and surrender is made and/or procured by the Bank or by any person or computer terminal.
- vi. The exercise by the Bank of its right to terminate any Card.
- vii. Any injury to the credit, character and reputation of the Cardholder alleged to have been caused by the re-possession of the Card and/or, any request for its return or the refusal of any Merchant Establishment to honour or accept the Card.
- viii. Any misstatement, misrepresentation, error or omission in any details disclosed by the Bank except as otherwise required by law, if the Bank receives any process, summons, order, injunction, execution distraint, levy lien, information or notice which the Bank in good faith believes/ calls into question the Cardholder's ability, or the ability of someone purporting to be authorised by the Cardholder, to transact on the Card, the Bank may, at its option and without liability to the Cardholder or such other person, decline to allow the Cardholder to obtain any portion of his/her funds, or may pay such funds over to an appropriate authority and take any other steps required by applicable law.
- ix. Any statement made by any person requesting the return of the Card or any act performed by any person in conjunction.
- x. In the event a demand or claim for settlement of outstanding dues from the Cardholder is made, either by the Bank or any person acting on behalf of the Bank, the Cardholder agrees and acknowledges that such demand or claim shall not amount to be an act of defamation or an act prejudicial to or reflecting upon the character of the Cardholder, in any manner.

## 10. Disputes

- 10.1 In case the Cardholder has any dispute in respect of any charge indicated in the Account Statement, the Cardholder shall advise details to the Bank within 30 days of the Account Statement date failing which it will be construed that all charges are acceptable and in order.
- 10.2 The Bank incurs no liability to the cardholder if any merchant denies or fails to honour the card or if there is a dispute as to the nature, quality or quantity of any goods or services acquired from the merchant it being that no merchant is an agent of the Bank. All claims including any right of set off by a cardholder and any dispute regarding any sales voucher or credit voucher, or any transaction involving a card or other use of the account, shall be settled between the merchant and the cardholder and shall have no effect on the indebtedness.
- 10.3 If a retailer or supplier makes a refund by means of a Transaction the Bank will credit the Account when it receives the retailer or supplier's proper instructions and the funds in respect of such refund, provided that the Bank will not be responsible for any loss resulting from any delay in receiving such instructions and funds.

## 11. Termination

- 11.1 The Cardholder may discontinue/ terminate the Card anytime by a written notice to the Bank accompanied by the return of the Card cut into two pieces diagonally. The Cardholder shall be liable for all charges incurred, up to the receipt of the written notice duly acknowledged by the Bank.
- 11.2 The Bank may at any time, with or without notice, as to the circumstances in the Bank's absolute discretion require, termination of the Card.
- 11.3 The agreement comprised in these terms and conditions, shall be deemed to remain in full force and effect if and in so far as any Transaction is completed but not debited to the Account prior to termination thereof.
- 11.4 Termination of the agreement comprised in these terms and conditions shall not prejudice any liability in respect of things done or omitted to be done prior to termination thereof.

## 12. General

- 12.1 The Bank will issue a Card only if the Cardholder has completed an application form and it has been accepted by the Bank, or if the Bank at its discretion is replacing or renewing a Card.
- 12.2 If the Bank is asked to authorise a Transaction, the Bank may take into consideration any other Transactions which have been authorised but which have not been debited to the Account (and any other transactional activities upon the Account) the limits and if the Bank determines that there are or will be insufficient available funds in the Account to pay the amount that would be due in respect of such Transaction, the Bank may in its own absolute discretion refuse to authorise such Transaction, in which event such Transaction will not be debited to the Account. The Bank shall not be liable for any loss resulting from any such refusal to authorise any Transaction.
- 12.3 In the event that there are insufficient available funds in the Account to pay any Transaction or other amount payable from the Account, including any interest, fees, charges, or other payments due to the Bank, the Bank may in its own absolute discretion (and without any obligation to do so) transfer or arrange the transfer of sufficient funds from any other account held by the Cardholder with the Bank to the Account.
- 12.4 The Cardholder shall notify the Bank if the Cardholder's address is changed, as soon as possible.
- 12.5 A Transaction cannot be cancelled by the Cardholder after it has been completed.
- 12.6 The Bank shall have the absolute discretion to amend or supplement any of the Terms, features and benefits offered on the Card including, without limitation to, changes which affect interest charges or rates and methods of calculation at any time. The Cardholder shall be liable for all charges incurred and all other obligations under these revised Terms until all amounts under the Card are repaid in full. The Bank may communicate the amended Terms in any manner as decided by the Bank.
- 12.7 These terms and conditions and the banking practices and charges relating thereto may be changed by the Bank at any time by notice thereof to the Cardholder. Any such changes will be effective from the date of the notice or such later date as may be specified therein.

## 13. Governing Law and Jurisdiction

These Terms Conditions shall be governed by and construed in accordance with the law of Botswana and the Cardholder irrevocably agrees to submit to the exclusive jurisdiction of the courts of Botswana in connection herewith.