

The terms and conditions detailed hereunder governs the use of the cards (MasterCard® Corporate Card and/or World MasterCard® Rewards Card and/or Prepaid MasterCard® Card) issued by Warwyck Private Bank Limited (WPBL). It is imperative that before you sign the application form, you read and understand it. However, upon immediate use of the card(s), it is implied that you undisputedly submit yourself legally to all the said terms and conditions.

1. DEFINITIONS

- i. "The Bank", "WPBL", "our", "us" or "we" means Warwyck Private Bank Ltd, which is the issuer of the cards.
- ii. "Card" means the WPBL World MasterCard® and/or MasterCard® Prepaid Card issued to the Cardholder.
- iii. "Card Account" means the special account attached to the specific card/s issued to the cardholder.
- iv. "Principal cardholder" means such customer of WPBL to whom the Card has been issued pursuant to an application by such person, and on whose name the card account has been opened.
- v. "Additional cardholder" or "Supplementary cardholder" means any person to whom the Principal cardholder has asked WPBL to give a card so that the Additional Cardholder may use the Principal Cardholder's Card Account.
- vi. "ATM" means Automatic Teller Machine displaying the MasterCard® logo.
- vii. "PIN" means the Personal Identification Number issued by WPBL to the Cardholder which shall be used with and in relation to the Card in terms hereof.
- viii. "POS" means electronic Point Of Sale terminals at merchant establishments where the Cardholder can use his Card to access his funds to make payments for goods and services.
- ix. "Merchant" means any person who owns or manages or operates a Merchant Establishment.
- x. "Merchant Establishments" mean establishments which display the MasterCard® acceptance mark.
- xi. "Transactions" mean cash withdrawals from the ATMs, cash advances at banks' counters and/or purchases made on POS terminals at the Merchant Establishments through the use of the Card or for purchases made via Mail Order/Telephone Order (MOTO) or E-Commerce transactions (transactions/purchases on the Internet) by the use of the card number.
- xii. "Available Funds" mean (i) in the case of the World MasterCard® the maximum credit amount which WPBL allows the cardholder to transact with the card account at any time (ii) in the case of a prepaid card, the amount of currency loaded onto the Card by the Cardholder in respect of which the Card has been issued and any additional amount that may subsequently be loaded by the Cardholder (not including any commission or fees paid) less any amount previously spent or authorisations pending on the Card and any applicable fees, charges, conversion fees, and other expenses incurred in connection with the use or possession of the Card.
- xiii. "Breakage" is the unused amount of funds remaining on the Prepaid Card after expiry or cancellation of Card.

2. USE OF THE CARD

- 2.1 The Bank allows the issuance of prepaid cards in foreign currencies for overseas travel, online purchases and educational purposes.
- 2.2 The Card enables the Cardholder to do the following:
 - 2.2.1 To pay for goods and services supplied by all merchant establishments who display the MasterCard® logo through POS terminals worldwide, subject to the condition that WPBL and the merchant establishments reserve the right at any time to refuse to permit the use of the Card at the merchant establishment for any reason whatsoever.
 - 2.2.2 To withdraw bank notes from banks, financial institutions and ATMs displaying the MasterCard® logo, in the currency of the country concerned.
 - 2.2.3 To effect payments over the Internet for the goods and services supplied by all merchant establishments who display the MasterCard® logo. WPBL reserves the right to decline such transactions, if it deems necessary for security reasons.
 - 2.2.4 To order for goods and services through mail, telephone, electronically or otherwise (fax, internet or email). By doing so, the Cardholder authorises the merchant to debit the purchase amount from his Card Account. The Cardholder is liable for payment of the amount of the transaction although he will not necessarily have signed a sales voucher and the Card was not presented at the time of the transaction.
- 2.3 Card not presented at the time of transactions shall be secured with multiple checkpoints built in to prevent fraud. No online transaction can proceed without keying in the 3 digit (CVC 2) number printed at the back of the Card. Also certain transactions would require birth date, validity period, etc.
- 2.4 The authorisation for a transaction can include authorising any single transaction, a series or recurring transactions (including transactions for an indefinite period) or pre-authorising future transactions of a certain or uncertain amount. Authorisation for a transaction may not be withdrawn (or revoked) by the Cardholder after the time it is received.
- 2.5 WPBL reserves the right to amend, delete and add to the above mentioned features. Such changes will be communicated to the customer through means as the bank may deem fit.
- 2.6 The amount of each purchase made through the use of the Card or withdrawal of the funds will be debited immediately from the available funds on the Card. In the event of insufficient funds to accept the requested transaction, the transaction will not be accepted by the bank.
- 2.7 Purchase/Cash Withdrawal effected, in currency other than the Card currency, by means of the Card will be converted at the prevailing conversion rate as processed by MasterCard® International. The Bank shall not proceed with currency conversion in case the Card billing currency corresponds with the transaction currency.
- 2.8 Prepaid Card: No interest, compensation or any benefit/bonus/cash rebate or any reward is payable by WPBL or any other person to the Cardholder in connection with the funds, and the funds do not constitute a deposit by the Cardholder with WPBL (or with any other person), nor do they entitle the Cardholder to any credit facility.
- 2.9 Notwithstanding anything contained herein, WPBL may, at any time, without giving notice or reason, suspend or terminate all or any of services or their use by the Cardholder.
- 2.10 The Cardholder may surrender or request closure/cancellation of the Card at any point in time by giving us notice in writing and obtain refund of the balance of the funds. The refund shall be made in the card currency, less any processing charges, commission or other fees as per WPBL's tariffs of charges.
- 2.11 Use of the Card at any unauthorised location or for any purpose other than those stated under these terms and conditions, is strictly prohibited and may result in cancellation of the Card by WPBL.
- 2.12 Cardholder must ensure that the CHIP/ Magnetic Stripe on the Card is protected at all times from misuse including tampering, damage, destruction or any form of unauthorised use and must be kept clean at all times. The Bank will not be liable if a Transaction cannot be processed as a result of the merchant's point of sales not being correctly configured or for any other cause.
- 2.13 WPBL will not be liable for any loss, direct or indirect, that may be suffered by the Cardholder as a result of any unauthorised use (before reporting of the same either through our 24/7 Hotline on 00230 465 1300 or by submitting same in writing) or cancellation of the Card.
- 2.14 All provisions of these terms and conditions, in order to give effect to their meaning will survive the suspension or termination of the services and/or the use of the services by the Cardholder, and shall remain in full force and effect after suspension/termination of the Card. Notwithstanding such suspension or termination, the Cardholder shall continue to be bound by these terms and conditions to the extent they relate to any obligations or liabilities of the Cardholder that remain to be performed or discharged.

3. PERSONAL IDENTIFICATION NUMBER

- 3.1 A PIN will be allotted by WPBL to the Cardholder and notified confidentially to him for the use of the Card.
- 3.2 The PIN is essential to transact at ATMs and POS terminals.
- 3.3 The Cardholder will, in his own interest, keep his PIN secret, not to impart it to any person whomsoever and destroy the PIN notification, after having memorised the PIN.
- 3.4 If the PIN has become known to any third party, WPBL must be immediately notified, as per section 9. The Cardholder will nevertheless be liable for any transaction effected by the use of the Card by any other person who acquired possession of it with or without the Cardholder's consent before such notice is received by WPBL, as if he had used the Card personally.
- 3.5 When authorising a Transaction using your PIN you must confirm the amount with the Merchant at time of authorisation. The entries relating to a Transaction occurred as so recorded. The use of the PIN will be regarded as conclusive evidence that the Transaction was authorised by the Cardholder or, as the case may be, the authorised user.

4. ADDITIONAL CARDS

- 4.1 Following the written request of the Principal cardholder, WPBL may at its discretion issue an additional Card to the person nominated in such request. The Principal cardholder shall be liable to WPBL for all acts and omissions on the part of the Additional cardholder.
- 4.2 WPBL shall cancel the additional Card at any time at the written request of the Principal cardholder provided the said Card is returned to WPBL.

5. LIMITS ON USE OF THE CARD

- 5.1 WPBL reserves the right to limit or reduce the amount of funds that may be used for effecting any Transaction through the use of the Card per day or over a specified period.
- 5.2 The maximum transaction amount that can be effected on a day by the Cardholder should not exceed the available balance on the Card at time of the transaction. However for ATM withdrawal, the maximum amount will also not exceed the ATM withdrawal limit (amount limit and frequency limit, prevailing at the time of withdrawal), imposed by the acquiring bank, whichever is the lowest.
- 5.2 WPBL shall not be responsible for either ascertaining, or notifying the Cardholder as to such limits/restrictions and shall not be liable for any loss suffered by the Cardholder due to these restrictions, limitations or to a lack of uniformity between transactions requested at ATMs and/or merchant establishments.

6. BALANCE INFORMATION AND TRANSACTION HISTORY

The Cardholder may obtain information regarding the balance and the transactions history on the Card by calling on our 24/7 Hotline 00230 465 1300. When the Cardholder completes a Transaction through an ATM, the Cardholder shall ensure to receive and verify any receipt/record received, if any, through such ATM.

7. METHODS OF SETTLEMENT (applicable to MasterCard® Corporate Card and/or World MasterCard® Rewards Card)

- 7.1 The Card shall allow credit facilities to the Cardholder and the credit limit shall be periodically communicated to him on his bank statement.
- 7.2 WPBL shall make available to the Cardholder, via Internet Banking, a monthly statement of all Transactions effected. The non-receipt by the Cardholder of the respective monthly bank statements does not, in any way, discharge the Cardholder from his payments obligations.
- 7.3 The debit balance of the Cardholder's Card Account shall be settled monthly in full.
- 7.4 The Cardholder shall effect the payments referred to in preceding paragraph in accordance with usual WPBL procedures. An automatic payment order established by the Cardholder shall be carried out by WPBL subject to the current Account to be debited showing a sufficient available balance at the time of opening of WPBL on payment due date.
- 7.5 The Cardholder shall, in no circumstances, exceed the authorised credit limit. The Cardholder shall, before effecting a payment by Card, ensure that he has sufficient funds standing to the credit of his Card Account, or that the Transaction is within the credit limit set by WPBL.
- 7.6 In the event of above, the debit balance of the cardholder's Card Account shall be charged with interest at such rate as may from time to time be fixed by WPBL.
- 7.7 Payments in foreign currency, other than the card billing currency, effected by means of the Card, shall be converted at the rate of exchange prevailing on the date the debit advices are processed irrespective of the rate of exchange prevailing on the date on which the amount is debited to the cardholder's Account in the books of WPBL.

8. RELOADING THE CARD (applicable to Prepaid MasterCard® Card)

- 8.1 In event the Cardholder wishes to reload the Card, WPBL reserves the right to:
 - (a) Limit the amount of funds that can be reloaded onto the Card;
 - (b) Limit the number of times the funds can be reloaded onto the Card;
 - (c) Decline a reload transaction, at its sole discretion.
- 8.2 For the purpose of reloading the Card, Cardholder shall be required to advise WPBL by fax, internet or email and provide certain information pertaining to the Cardholder/the Card as may be required by WPBL.
- 8.3 The funds shall be reloaded in the same currency in which the Card was originally issued subject to any applicable fees. Amount of reload shall be in strict accordance with the limits specified by the applicable laws, rules and regulations in force from time to time.
- 8.4 The conversion rate (if any) for reload of the Card would be the Bank's prevailing rate or appropriate cross rate and could vary from day to day or may vary multiple times within the same day. WPBL reserves the right to change the rates at its own discretion without prior notification to the customer.
- 8.5 Reloaded funds will be available on the following day less any applicable fees.
- 8.6 If the Cardholder has inadvertently received funds in excess of the loaded, the Cardholder agrees to promptly repay WPBL any such funds upon such terms and conditions as WPBL may specify.
- 8.7 If WPBL has grounds to believe that the Cardholder has received funds in excess of the funds requested by the Cardholder, due to any reason whatsoever (including the malfunction of an ATM, POS or other equipment, or WPBL system), WPBL will notify the same to the Cardholder and will deduct the excess funds received by the Cardholder from the funds on the Card upon such terms and conditions as WPBL may specify.
- 8.8 WPBL further reserves the right to recover such excess funds from any account the Cardholder maintains with it, whether such account be a joint account or a sole account or otherwise, or the right to require the Cardholder, upon notification, to immediately make payment of such excess funds, upon such terms and conditions as WPBL may specify.
- 8.9 In the event a demand or claim for settlement of outstanding dues/funds, received in excess of loaded funds by the Cardholder, is made either by WPBL or any person acting on behalf of WPBL, the Cardholder agrees and acknowledges that the Cardholder will have to pay to WPBL, on demand and unconditionally, the entire amount outstanding on the Card and/or the funds received in excess.
- 8.10 Nothing in these terms and conditions shall affect WPBL's right of lien, set-off, transfer and application of monies at law or pursuant to any other agreement from time to time subsisting between WPBL and Cardholder.

9. CARDHOLDER QUERIES OR COMPLAINTS

- 9.1 The Cardholder may call the Hotline 00230 465 1300 in event of any queries or complaints in connection with the Card or, alternatively, the Cardholder may send a written and signed letter to WPBL.
- 9.2 Furthermore, in case of complaints, the Cardholder should provide sufficient and correct details in writing to WPBL in order to enable the Bank to investigate and respond appropriately regarding the complaint or query.

- 9.3 The following information should be provided in such correspondence:
- a. Name, address and Card number of the Cardholder;
 - b. A detailed description of the Transaction and/or the complaint (including the date of the Transaction and the location of the ATM/merchant establishment) and the basis or reason for the Cardholder to dispute the transaction or raise a query or complaint;
 - c. The Transaction amount;
 - d. Any other relevant information.
- 9.4 In the event that any further information/document is required by WPBL for investigation and/or manner of resolution, the Cardholder hereby agrees to provide the same.
- 9.5 Where an inquiry is not settled to the satisfaction of the Cardholder, WPBL may advise the Cardholder in writing or otherwise of the results of its investigation and/or the manner of resolution, if any, of the complaint.

10. LOSS OR THEFT OF THE CARD OR PIN

- 10.1 The Cardholder undertakes to exercise the utmost care to prevent the Card from being lost or stolen. However, in case of the Card being lost or stolen or suspect that the PIN is known to an unauthorised person, the Cardholder should immediately inform the Bank by calling on the Hotline number 00230 465 1300 or by any accepted means of communications.
- 10.2 The above should be confirmed by Cardholder in writing, by the next business day.
- 10.3 For the WPBL Prepaid Card, the person who applied for the Card and to whom the Bank has issued the Card will be solely responsible to inform the Bank in case the Card has been lost or stolen and/or to request for Card replacement and PIN re-issuance.
- 10.4 WPBL may further require the Cardholder to report it to the police and to produce the report thereof to the service unit of the Bank where his account is kept as proof that such report has been made.
- 10.5 In case of dispute as to the effective time and date of notification of any loss, theft or suspected theft or abstraction, the time and date of receipt of the written notification at WPBL will be conclusive.
- 10.6 Report of the loss, theft, suspected theft or abstraction of the Card would in no way affect any transaction effected prior thereto or those already settled by WPBL or debited to the Cardholder's account.
- 10.7 WPBL 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.

11. LIABILITY OF THE CARDHOLDER

- 11.1 The maximum amount of the Cardholder's liability for unauthorised use of the Card where it is lost or stolen, is the maximum amount that can be withdrawn immediately preceding the time and date of the report of the loss or theft of the Card to WPBL.
- 11.2 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 loss/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.
- 11.3 Note that the Cardholder is responsible to immediately inform the Bank by calling on the Hotline number 00230 465 1300 or by any accepted means of communications and confirm the information in writing, by the next business day.
- 11.4 In case of dispute on the exact date and time of the reporting by the Cardholder, it is the date and time that the Cardholder's written report has been received by the Bank, that will be accounted as the correct information.

12. DISPUTED TRANSACTIONS

- 12.1 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 WPBL 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, lost or stolen, and WPBL having successfully blocked such Card and/or PIN.
- 12.2 The Cardholder shall inform WPBL 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 WPBL from debiting the Cardholder's account of any sum erroneously credited to Cardholder's account.
- 12.3 In any other case, if the Cardholder believes that an amount has been erroneously debited from the Card account, the Cardholder should immediately inform the Bank by calling on the Hotline number 00230 465 1300 or by any accepted means of communications and confirm the information in writing, by the next business day.
- 12.4 On receipt of such information, WPBL shall initiate an investigation. On completion of subsequent investigation, WPBL will advise the Cardholder of the result and findings on contact details provided.

13. NO REPRESENTATION, WARRANTY, ETC FROM WPBL AS TO QUALITY OF GOODS AND SERVICES, ETC.

- 13.1 WPBL does not make any representation and/or warranty to the Cardholder (or any person claiming by or under the Cardholder), or otherwise assure the Cardholder (or any person claiming by or under the Cardholder) as to:
- Quality of the goods purchased/hired/proposed to be purchased/hired or otherwise and/or of services availed of/proposed to be availed of by use of the Card with/at any person including the Merchant Establishment/s;
 - Delay in delivery of the goods, non-delivery of goods and services, or receipt of defective/sub-standard goods and services by use of the Card with/at any person including the Merchant Establishment/s.
- 13.2 Disputes or claims in connection with the above points should be mutually resolved by the Cardholder (or any person claiming by or under the Cardholder) with such person/Merchant Establishments without reference to WPBL.

14. CARDHOLDER'S INDEMNIFICATION OBLIGATION

- 14.1 In consideration of WPBL providing the Cardholder with the Card and related facilities, the Cardholder hereby agrees to indemnify and keep WPBL indemnified from and against all actions, claims, demands, proceedings, losses, damages, personal injuries, costs (including legal costs), charges and expenses whatsoever which WPBL may at any time incur, sustain, suffer or be put to as a consequence of, or by reason of, or arising out of:
- a) Providing the Cardholder with the said facility of the Card;
 - b) WPBL's acting in good faith and taking or refusing to take or omitting to take action on the Cardholder's instructions;
 - c) The negligence, mistake or misconduct of the Cardholder (directly or indirectly);
 - d) Breach or non-compliance of these terms and conditions or applicable laws, rules and regulations by the Cardholder.
 - e) Fraud or dishonesty relating to any transaction by the Cardholder or his employee or agents;
 - f) Any ATM/POS machine error or failure or other mechanical/system error/failure; and,
 - g) Collection of all monies due and payable (including applicable costs, charges and fees) by the Cardholder.
- 14.2 Additionally, as stated earlier, the Cardholder has also agreed to indemnify and agreed to hold WPBL indemnified against all actions, claims, costs, charges and expenses arising out of or as a consequence of the Cardholder not complying with the applicable laws, rules and regulations in force from time to time.

15. EXCLUSION OF LIABILITY OF WARWYCK PRIVATE BANK LTD (WPBL)

- 15.1 WPBL shall be under no liability whatsoever to the Cardholder in respect of all actions, claims, demands, proceedings, losses, damages, personal injuries (including actual or perceived loss of reputation, defamation or the like), costs, charges and expenses whatsoever arising directly or indirectly out of:
- a) Any use of the Card and/or PIN;
 - b) The refusal by any person or Merchant Establishments in accepting the Card;
 - c) Any ATM/POS terminal that malfunctions or is otherwise out of order, and whether resulting in such terminal not accepting the Card and/or PIN or otherwise;
 - d) Misuse or fraudulent use of the Card by any person including the Cardholder;
 - e) Any statement made by any person requesting to surrender/cancel the Card or any act performed by any person in conjunction thereto;
 - f) Handing over of the Card by the Cardholder to a person other than the designated employees of WPBL at WPBL's premises;
 - g) The exercise by WPBL of its rights to demand and procure the surrender of the Card prior to the expiry date stated on its face, whether such demand and surrender is made and/or procured by WPBL or by any other person or ATMs/POS terminals;
 - h) The exercise by WPBL of its right to terminate any Card;
 - i) The re-possession/cancellation of the Card and/or request for its return;
 - j) Any misstatement, misrepresentation, error or omission in any details disclosed by the Bank;
 - k) Decline of processing of the Card and/or PIN due to non-compliance to applicable laws, rules or regulations in force from time to time;
 - l) In the event a demand or claim for settlement of outstanding dues/funds received in excess from the Cardholder is made either by WPBL or any person acting on behalf of WPBL;
 - m) Communication sent by any means of communication including by facsimile machines, Internet, ATMs/POS terminals, mobile and land line numbers, payment systems or any other method over public and/or private lines that may not be encrypted and which may involve the risk of possible unauthorised alteration and/ or unauthorised use of communication, or
 - n) Upon terminating, suspending, blocking or declining the use of the Card and/or access to the funds, inter alia when it becomes necessary to determine whether any person is rightfully entitled to receive the funds/use the Card and/or for taking any other steps required by applicable laws, rules and regulations or direction of any appropriate authority.

16. FEES AND CHARGES

- 16.1 The Cardholder hereby agrees and acknowledges that all applicable costs, charges and fees in connection with the issue or usage of the Card will be payable via instruction to deduct from current account with the Bank or via automatically debit from the funds on the Card, as the Bank may deem fit.
- 16.2 The details of the costs, charges and fees as currently in force are listed in the Bank's tariff guide.
- 16.3 Such costs, charges and fees are subject to change by WPBL from time to time, and the latest applicable costs, charges and fees can be ascertained by calling our Hotline 00230 465 1300.
- 16.4 The costs, charges and fees include annual fee, card replacement fee, payment reminder/late payment, reloading fee, withdrawal fee, currency conversion rate and could include further/additional costs/charges/fees or otherwise as required by third parties.
- 16.5 Card replacement fee will be charged upon replacement request of Cardholder following damage, misplacement, loss or theft of Card.
- 16.6 Reloading fee will be applicable to each reload the Cardholder makes on the prepaid Card.
- 16.7 Withdrawal Fees are applicable and will be deducted from the available funds on the Card for each withdrawal made by the Cardholder from ATMs.
- 16.8 Additionally, costs/charges/fees or otherwise as assessed and made applicable by the owners/operators of the Shared Network ATM would also be applicable and will be deducted from the available funds on the Card for each withdrawal.
- 16.9 The conversion rate for the purchase and reload of the prepaid Card would be the Bank's prevailing rate or appropriate cross rate and could vary from day to day or might vary multiple times within the same day. WPBL reserves the right to change the rates at its own discretion without prior notification to the customer.
- 16.10 Payments/Cash Withdrawals in foreign currency effected by means of the Card will be converted into the Card billing currency at the Bank's rate of exchange prevailing on the date the transactions are posted on the Card Account. The Bank shall not proceed with currency conversion in case the Card currency corresponds with the transaction currency.
- 16.11 WPBL reserves the right to change the rates at its own discretion without prior notification to the customer.
- 16.12 In a situation where the funds are not sufficient to deduct such costs, charges and fees, WPBL reserves the right to recover the same directly from the Cardholder and/or from any accounts (including joint accounts) maintained by the Cardholder with WPBL and further, to deny/decline or block conduct of any further transactions through the use of the Card.
- 16.13 Any statutory levy including duties or taxes payable as a result of the use of the Card shall be the Cardholder's responsibility and if imposed on/ recovered/sought to be recovered from WPBL (either directly or indirectly), such statutory levy shall be deducted from the funds on the Card and/ or recovered directly from the Cardholder and/or from any accounts (including joint accounts) maintained by the Cardholder with WPBL.

17. EXPIRY, CLOSURE OR CANCELLATION OF THE CARD

- 17.1 Upon activation of Card by WPBL, the Card will be valid up to the expiry date borne thereon. The Card cannot be used after this Card expiry date.
- 17.2 The Cardholder will be required to destroy the expired Card by cutting across the Card magnetic strip and/or chip.
- 17.3 Once the Card has expired, it cannot be renewed. The Cardholder may, however, obtain a new Card by following the process for requesting a new Card.
- 17.4 Before the Card Expiry Date, the Cardholder may claim refund of some or all of the funds available on the Card by:
- a. Performing cash withdrawal at an ATM (subject to the minimum ATM withdrawal amount);
 - b. Requesting a refund from WPBL;
 - c. Requesting the closure of account or cancellation of the Card;
- 17.5 The Cardholder has a minimum of twelve months from the date of the last value load or thirty calendar days after the expiry date, whichever comes later, to request the return of unspent funds, less any applicable fees imposed by WPBL. This may be done by requesting a refund or cancellation of the Card.
- 17.6 If no refund claim is received for the funds on the Card after twelve months from the date of the last value load or thirty calendar days after the expiry date, whichever comes later, the cardholder agrees that the bank reserves the right to keep the breakage as additional compensation for its services in issuing and processing the Card and the Cards of other customers.
- 17.7 Where the bank receives a request from the Cardholder to refund the available fund, the amount will be paid after deduction of any applicable fees.
- 17.8 It is the Cardholder's responsibility to ensure the funds on the Card is refunded to him following the Card expiry date in accordance with these terms and conditions.
- 17.9 Cardholder may request the closure of account or cancellation of the Card by sending a signed written request to WPBL, along with relevant proof of Identification, the Card and such other documents as required by WPBL.
- 17.10 Any request for Card account closure or card cancellation received from the Cardholder will not be processed by the bank until all Transactions made on the Card have been finally settled (this may include any pending authorisations) and no Transaction being the subject of any dispute.

18. RIGHT TO TERMINATE/SUSPEND/BLOCK/DECLINE THE USAGE OF THE CARD/ACCESS TO THE AVAILABLE FUNDS

- 18.1 The Card will remain the property of WPBL which reserves the right to terminate/suspend/block/decline the usage of the Card/access to the available funds, temporarily or permanently, upon the occurrence of any of the following:
- The Cardholder failed to adhere to or comply with the terms and conditions herein;
 - An event of default under any agreement or commitment (contingent or otherwise) or the like entered into with WPBL;
 - The Cardholder becoming subject to any bankruptcy, insolvency proceeding or proceedings of a similar nature;
 - Death of the Cardholder;
 - When it becomes necessary to determine whether any person is rightfully entitled to receive the funds/use the Card and/or for taking any other steps required by applicable laws, rules and regulations or direction of any appropriate authority.
- 18.2 For all Cards the transactions will be monitored for compliance with Anti-Money Laundering (AML) norms/laws and suspicious transactions will be reported to appropriate authorities as per the requirements of relevant laws in force and guidelines of the Bank of Mauritius. The Bank reserves the right to terminate its Card or decline transactions or withdraw selected services if the Cardholder fails to observe the requisite rules and regulations and report.

19. GOVERNING LAWS, RULES AND REGULATIONS

- 19.1 The laws of Mauritius govern these terms & conditions and also the use of the Card by the Cardholder subject, however, to the Cardholder being subject to applicable laws, rules, and regulations in Mauritius or such other country occasioned by use of the Card outside Mauritius.
- 19.2 The parties hereby agree that any claim, legal action or proceedings arising out of these terms and conditions for the Card instituted by the Cardholder (and/or any persons claiming through or under the Cardholder) shall be brought to the courts or tribunals in Mauritius and the parties shall irrevocably submit themselves to the jurisdiction of such courts and tribunals. WPBL may, however, at its absolute discretion, commence any legal action or proceedings arising out of these terms and conditions in any other court, tribunal or other appropriate forum in any jurisdiction, and the Cardholder hereby consents to that jurisdiction.
- 19.3 The Cardholder shall be solely responsible to the concerned authorities in the event of any violation of the applicable laws, rules and regulations in force from time to time.
- 19.4 WPBL will not be liable for any direct, indirect or consequential loss or damage, arising from or related to the non-compliance by Cardholder with the applicable laws, rules and regulations in force from time to time.
- 19.5 The Bank reserves the right to suspend/terminate/block the Card if the information given is found to be fraudulent or maliciously tampered with or non-compliant with existing laws and regulations.
- 19.6 In case the Card is cancelled (or suspended), whether on account of non-compliance with the applicable laws, rules and regulations in force from time to time or otherwise, WPBL will not be responsible for any use/attempted use of the Card, resulting in the Card being declined or otherwise. The risk of accepting a Card that is cancelled and/or suspended on its presentment is of such person and/or of the Cardholder in his/her individual capacity.

20. SEVERABILITY AND WAIVER

- 20.1 Each of the provisions of these terms and conditions is severable and distinct from the others and if, at any time, one or more of such provisions is or becomes illegal or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.
- 20.2 No act, delay or omission by WPBL shall affect its rights, powers and remedies under the terms & conditions or any further or other exercise of such rights, powers or remedies. The rights and remedies under these terms and conditions are cumulative and not exclusive of other rights and remedies provided by law.
- 20.3 In this agreement, clause headings are inserted for convenience only and will not affect the interpretation and the masculine includes the feminine, same as the singular includes the plural.

21. COMMUNICATION OF INFORMATION

- 21.1 WPBL shall be entitled, should it deem it necessary, to pass on to any commercial bank, financial institution or merchant, any information relative to the cardholder in case of improper or fraudulent use of the Card by him, or in order to facilitate the recovery of same in case of loss or theft.
- 21.2 Warwyck Private Bank Ltd (WPBL) may need to share or transfer your personal data or information concerning your charge card account to Payment Express Ltd (PEX), which provides outsourced services to WPBL in connection with the operation of its card business, in accordance with applicable guidelines of Bank of Mauritius. WPBL acknowledges and agrees that any such sharing or transfer of data or information will be on a confidential basis and WPBL will impose on the service provider, confidentiality undertakings similar to those applicable to WPBL.
- 21.3 The Cardholder shall notify WPBL promptly in writing of any changes in employment or in his official residential address or phone numbers or any change whatsoever in his civil status.
- 21.4 The Cardholder authorises and instructs the Bank to act on any message received either by telephone, by facsimile transmission or telex (a message or messages) and/or any other mode of communication including telecommunication, internet, email, etc., without limitation as to mode, subject to existing terms and conditions of the Bank relative to this clause without the need for further verification.
- 21.5 The Cardholder agrees that the use of this service will bind him/her legally and make him/her responsible to the same extent and effect as if the undersigned responsible had given original signed written instructions to the Bank.
- 21.6 The Cardholder acknowledges that any message the Bank acts upon will be conclusively deemed to be valid instructions, whether or not authorised by the undersigned or not accurately communicated and received. The Bank's records will be conclusive evidence of the message.
- 21.7 The Bank may decline or delay acting on any message for any reason, for example if the instructions in any message are incorrect, incomplete, ambiguous or cannot be carried out due to insufficient funds or otherwise or the lawfulness of any instruction given in any message or for any cause or reason not specified herein. In any case, the Bank's records shall be conclusive evidence as regards to the nature of such communications and the time at which they were received by the Bank.
- 21.8 Neither the Bank, nor its correspondents and outsourcers, shall be liable for any loss, damage or prejudice that the Cardholder may suffer in any transaction made on the authority of a message sent on behalf of the Cardholder.
- 21.9 The Cardholder agrees to pay any fees and/or related cost incurred while providing any services through instructions received by such means and the Cardholder authorises the Bank to deduct from any of his/her accounts such amount payable.

22. FORCE MAJEURE

- 22.1 WPBL and PEX shall be released from liability for failure to perform any of its obligations where such failure to perform occurs by reason of any act of God, fire, cyclone, storm, earthquake, tidal wave, communications failure, sabotage, war, military operation, national emergency, mechanical or electronic breakdown, malfunction of any communications media, insurrection, riot, civil commotion or governmental proclamation, regulation or priority failure or interruption (whether partial or total) of power supplies or other utility or service, strike or other stoppage (whether similar or dissimilar to any of the foregoing) of labour, any law, decree, regulation, order, requisition, request or recommendation of any government, governmental body, governmental agencies or acting governmental authority (including any court and tribunal), or either party's compliance therewith, or any other cause beyond either Party's reasonable control, whether similar or dissimilar to such causes.

22.2 The Parties shall take all commercially reasonable action to remedy or minimise the consequences and immediately resume performance of its obligations under the Agreement after notifying the cardholder that the obligations become possible again.

23. SANCTIONS

- 23.1 Any improper or fraudulent use of the Card shall render the cardholder liable to prosecution.
- 23.2 All costs, fees and expenses that may be incurred by the WPBL for the recovery of any sum due as a result of the use of the Card shall be due and payable by the Principal cardholder. The commission payable to WPBL's Attorneys shall not exceed 10% of the amount recovered as capital and interest, excluding VAT and disbursements.
- 23.3 In an action before any Court for the recovery of any sum due to WPBL in connection with the use of a Card, the documents relating to the transactions effected therewith or certified photocopies thereof shall be conclusive and irrefutable evidence of the said transactions.

24. CHANGES TO THIS AGREEMENT

WPBL may at any time amend the terms and conditions hereof and shall notify such amendments to the Cardholder, in any one manner as it deems fit. The Cardholder who uses the Card after receiving such notification, or does not return the Card to WPBL within fifteen days of such notification, shall be deemed to have accepted the said amendments and be bound thereby. The Cardholder shall be liable for all charges incurred and all other obligations under these revised terms and conditions. The latest terms, conditions, fees and charges are available on the bank's website:

www.warwyckprivatebank.com

25. ENDING THIS AGREEMENT

- 25.1 We may cancel or suspend the use of the Card for all or any purposes or refuse to replace or reissue the Card if:
- There is a breach of this Agreement, or any other agreement between you and WPBL
 - We have reasonable grounds for suspecting that you or any third party has committed or is about to commit a crime or other abuse in connection with the use of the Card or the Account;
 - We have reasonable grounds for suspecting there may be a credit risk in respect of the Account;
 - You are bankrupt or have similar proceedings taken against you;
 - Your bank account with us is frozen as a result of court proceedings or other legal process;
 - The Card or the Account has not been used for at least 12 months; or
 - Any information you gave us when you applied for the Card is found to be untrue or where we have reasonable grounds for suspecting this.
- 25.2 We may end this Agreement in any circumstances or in any other exceptional circumstances and/or demand repayment of the balance on the Account, in each case subject to service of any notice required by law.
- 25.3 This Agreement will also end when either of us gives notice in writing to the other and, where you end this Agreement, when you return all Cards. We will give you 30 days' notice if we end this Agreement.
- 25.4 If this Agreement ends: (i) you must ensure there is no further use of the Card (ii) you will be liable for transactions made before or after this Agreement ends (apart from any referred to us for authorisation after it ended) (iii) the terms of this Agreement will continue to apply until we have been paid in full and (iv) we may require immediate repayment of the balance on the Account.
- 25.5 On your death, the obligations under this Agreement will continue until all Cards have been cut in half and returned to us and the balance on the Account has been paid.

26. MISCELLANEOUS

- 26.1 WPBL reserves the right to offer Cardholders certain facilities, memberships and services at such fees and on such terms and conditions as it may deem fit.
- 26.2 WPBL reserves the right to waive or reduce the fees and to withdraw such benefit at any time without prior notice and without liability to the Cardholder.
- 26.3 Any termination of membership, because of a violation of this agreement, shall result automatically in the termination of such facilities and services. WPBL shall not be liable, in any way, to the Cardholder, in case of defect or breach in the performance of carrying out such facilities, memberships or services or the non-performance thereof, whether by WPBL, or a merchant establishment or any other third party.
- 26.4 WPBL reserves the right to revise the policies, features and benefits offered on the Card from time to time and may notify the Cardholder of any such revisions/changes in any manner as deemed appropriate. The Cardholder will be bound by such revisions/changes unless the Card is returned to WPBL for cancellation before the date on which the revisions/changes are made.
- 26.5 The details of all transactions effected through the use of the Card by the Cardholder may be shared other agencies for the purposes of assessing applications for credit or other facilities by the Cardholder and/or his/her family members and for fraud prevention.
- 26.6 In addition to the general right to set off or other right conferred by law or under any other agreement, WPBL may, without notice, combine or consolidate the balance on the Card with any other account(s) which the Cardholder maintains with WPBL and set-off or transfer money standing to the credit of such other account(s) in or towards the satisfaction of the Cardholder's liability to WPBL under his/her Card.
- 26.7 WPBL reserves the right to change the Cardholder's address or contact numbers in its records if such change in address or contact numbers comes to the notice of WPBL.
- 26.8 The responsibility shall be solely of the Cardholder to ensure that WPBL has been informed of the correct address, email address and contact numbers for communication, and WPBL disclaims all liability in case of confidential information sent to the incorrect addresses or confidential information disclosed to third party on the contact numbers provided, resulting in any loss or liability for the Cardholder.
- 26.9 The Cardholder agrees to adhere to and comply with all such terms and conditions as WPBL may prescribe from time to time for facilities/services availed of by the Cardholder and hereby agrees and confirms that all such transactions effected by or through facilities for conducting remote transactions including the internet, World Wide Web, electronic data interchange, call centres, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of WPBL, for and in respect of such facilities, services offered, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the terms and conditions prescribed from time to time by WPBL for such facilities/services.
- 26.10 The Cardholder hereby authorises WPBL and its agents to exchange, share or part with all the information relating to the Cardholder's details and payment history information and information pertaining to the Card to other financial Institutions, Credit Bureaus/Agencies Statutory Bodies as may be required and undertakes not to hold WPBL liable for use of the aforesaid information.