CONDITIONS OF USE

THE USE OF A REPUBLIC BANK ONECARD VISA DEBIT CARD IS GOVERNED AT ALL TIMES BY THE TERMS AND CONDITIONS SET FORTH

- 1. In this Agreement:
 - a) "ABM" means automated banking machine.
 - b) "Account" means an account in the name of the Cardholder (whether solely or jointly with another person) maintained by the Bank in relation to Debit Card Transactions.
 - c) "Acquiring Bank" means the entity that initiates and maintains relationships with Merchants for the acceptance of the Debit Card.
 - d) "Affiliate" means any member of the Republic Financial Holdings Group of Companies.
 - e) "Bank" means Republic Bank (Barbados) Limited, its successors and assigns.
 - f) "Bank's Electronic Channels" means any of the electronic, online, digital or mobile platforms used by the Bank, including without limitation, the Bank's website, social media platforms and SMS.
 - "Cardholder" means any person having power under the mandate to operate the Account (whether solely or jointly) and to whom or for whose use a Debit Card is issued by the Bank.
 - h) "Debit Card Transaction" means any transaction effected by the use of the Debit Card, (including without limitation deposits, withdrawals, payments, refunds, returns, funds' transfers and balance inquiries).
 - i) "Debit Card" or "Card" means the Republic Bank OneCard VISA Debit card issued at the request and in the name of a Cardholder for use against the Account, and includes any renewal or replacement Debit Card.
 - j) "Debit Card Limit" means the maximum value of any one or more Debit Card Transactions within a certain period as notified by the Bank to the Cardholder from time to time.
 - k) "Debt" means all amounts including without limitation fees, interest and other charges), owed to the Bank in respect of the Account.
 - I) "International Provider" means Visa Incorporated, Merchant or Acquiring Bank as applicable.
 - m) "Merchant" means the corporation, firm, or individual who has agreed to honour the Debit Card upon presentation by the Cardholder.
 - n) "PIN" means the personal identification number for the Cardholder to use with the Debit
- 2. The Debit Card must be signed by the Cardholder immediately upon receipt and may only be used by the Cardholder:
 - a) after it has been activated
 - b) after it has been signed
 - c) subject to the terms of this Agreement and the Conditions of Use of the Debit Card which are in force at the time of use
 - d) subject to the terms of the Bank's general Terms and Conditions relating to the operation of its accounts which are in force at the time of use
 - e) within the available balance of the Account at the Bank
 - f) to obtain the facilities and benefits made available by the Bank with respect to the Debit Card; and
 - g) subject to the right of the Bank, in its absolute discretion and without prior notice, at any time to cancel, refuse, re-issue, renew or replace the Debit Card or to withdraw or suspend the right to use the Debit Card for, or to refuse any request for authorization of, any particular Debit Card Transaction and to publish any such withdrawal or refusal.
- 3. The Bank will debit or credit as applicable, the Account with the amount of all Debit Card Transactions and any other liabilities of the Cardholder and any loss incurred by the Bank arising from the use of the Debit Card or enforcement of its legal rights.
- 4. The Bank is authorized to debit the Account in addition to, or in lieu of, any right of setoff available to the Bank with the amount of all Debit Card Transactions (including any and all fees where applicable) and any other liabilities of the Cardholder and any loss incurred by the Bank arising from the use of the Debit Card or enforcement of its legal rights. The Cardholder will pay to the Bank all amounts so debited and also all charges

- pertaining to the acquisition and operation of the Debit Card and or the Account, and/or its renewal and/or its replacement in the event of loss/theft/damage.
- 5. Transactions using the Debit Card may be authorized by the Cardholder using, as the circumstances require, a combination of the Debit Card and/or the PIN and/or signature and/or contactless interaction and/or other security details associated with the Debit Card or the Account or in other ways advised to the Cardholder by the Bank from time to time, subject to this Agreement, until the Debit Card expiry date. Such authorization will be given to the Bank, or at an ABM or to a Merchant. Where a Chip and PIN is used, a PIN must be used to authorize a Debit Card Transaction unless the Debit Card Transaction is executed electronically, e.g. telephone or internet, in which case other security details will be requested from the Cardholder to authorize the Debit Card Transaction. The Cardholder will nevertheless remain liable to pay the Bank all amounts debited to the Account.
- 6. Whenever the Debit Card is used in conjunction with an ABM and/or Point of Sale terminal it must be used only in accordance with and subject to the operating instructions and Terms and Conditions of Use in force for the time being for such ABM and/or Point of Sale terminal, including without limitation the Debit Card Limit. If a Merchant issues a refund in respect of a Debit Card Transaction, the Bank will credit to the Debit Card Account the amount shown to be due when it receives the refund verification acceptable to the Bank, unless such verification is received by the Bank then (subject to any rights vested in the Cardholder by statute) the amount will be payable in full to the Bank and no claim by a Cardholder against the Merchant may be the subject of set-off or counter claim against the Bank.
- 7. The use of the Debit Card must not exceed the Debit Card Limit, provided that there may be exceptions or changes to the Daily Card Limit due to foreign exchange restrictions, system downtime or security procedures, which changes may occur without prior notice to the Cardholder. The Debit Card Limit may also vary from country to country, subject to currency fluctuation.
- 8. The Bank will not be liable in any way if the Debit Card is not honored by a Merchant or other third party or for any retention of a Debit Card by the Bank, any other financial institution, or any seller of goods or services. A Merchant may require personal identification to complete the transaction.
- 9. No Debit Card may be used after its expiry date.
- 10. No Debit Card may be used as payment for any illegal Debit Card Transaction.
- 11. The Bank will provide the Cardholder with a PIN for the Debit Card. The Cardholder is required to change the PIN at any Bank Branch or ABM. The Cardholder is solely liable to the Bank for all Debt (including such Debt arising from any loss incurred by the Bank through the use of the Debit Card). This Clause is applicable whether or not a sales or other voucher is signed by a Cardholder. In the case of a joint Account, the liability of the Cardholders and/or Account holders is joint and several.
- 12. The Debit Card remains the property of the Bank at all times and must be returned by the Cardholder to the Bank, or any other person acting for the Bank, at the request of the Bank
- 13. The Bank may at any time and without notice, cancel or suspend the right to use the Debit Card entirely or refuse to re-issue, renew or replace any Debit Card, without in any case affecting the Cardholder's obligations to the Bank which shall continue in force.
- 14. The Cardholder will exercise all possible care to ensure the safety of the Debit Card and will prevent the PIN from becoming known to any person. The Cardholder will not disclose the Debit Card number and/or the Card's other security details to any third party except for the purpose of a Debit Card Transaction or when reporting to the Bank, the actual loss or theft of or damage to the Debit Card. In no event however shall the Cardholder disclose the PIN and/or the CVV Code to the Bank or any other person when reporting such loss, theft or misuse.
- 15. If the Debit Card is lost, stolen, or for any other reason liable to misuse or if the PIN, Card number or other security details is disclosed in breach of the terms of this Agreement, the Cardholder must immediately notify the Bank's Call Centre, or any branch of the Bank. This notice, if given orally, must be confirmed by the Cardholder, in writing or by fax, in each case duly signed, to any Bank branch as soon as possible or no later than 14 business

- days. The Cardholder acknowledges and agrees that any oral notification given will not take effect unless and until confirmed in writing to the Bank. The Cardholder further acknowledges and agrees that until the Bank receives effective notification, the Cardholder will be liable with respect to the use of the Debit Card.
- 16. The Cardholder will give to the Bank all the information in the Cardholder's possession as to the circumstances of the loss, theft or misuse of the Debit Card or disclosure of the PIN or other Card security details and take all steps deemed necessary by the Bank to assist in the recovery of a missing Debit Card. In the event of any such loss, theft or misuse being suspected, the Bank may provide the police or other pertinent authority with any information it considers relevant whether relative to the Debit Card, the Account or otherwise. If a Debit Card is reported as lost, stolen or liable to misuse, that Debit Card must not subsequently be used, but must be cut in half and returned immediately to the Bank.
- 17. The Bank shall not be liable if it is unable to perform its obligations due directly or indirectly to the failure of any machine, data processing system or transmission link or to industrial dispute or to any cause outside the control of the Bank, its agents, servants or sub-contractors.
- 18. Subject to section 20, any notice, Account statement or other communication to the Cardholder shall be conveyed via post, facsimile message, in branch promotions, statement inserts, media transmissions, electronic mail, or via any of the Bank's Electronic Channels, to any of the address(es) notified to the Bank in writing. Any such notice or other communication shall be deemed to have been delivered seven (7) days after the date of posting.
- 19. The Cardholder must examine all Account statements and receipts provided as soon as they are received. Account statements and receipts will be deemed to be accurate and accepted by all Cardholders unless the Bank receives queries about them by electronic communication or in writing within thirty (30) calendar days of the date of the statement.
- 20. Where transactions are disputed by the Cardholder with the Bank, the transactions must be disputed in writing by the respective Cardholder. Any and all disputes between a Cardholder and a Merchant in respect of any Debit Card Transactions shall be resolved by and between the Cardholder and the Merchant. In case of such disputes, the Bank shall remain fully indemnified by the Cardholder in respect of any and all claims arising therefrom, whether by the Merchant or any other third party. Notwithstanding any pending disputes, the Cardholder is required to continue making payments to the Account.
- 21. The Bank may vary this Agreement and/or these conditions at any time in its sole discretion. If the Bank makes any substantive changes, it will provide at least 30 days' notice either by mail, email, through the newspaper, publication in its banking halls, publication on its ABM screens, display screens, through its website or any other channel as it may deem appropriate. If the Cardholder does not want to accept the changes, the Cardholder should notify the Bank in writing, within 30 days of receipt of the notice, and the Bank will terminate this agreement once all outstanding obligations to the Bank are satisfied. If the Bank does not receive notification of non-acceptance by the Cardholder before the end of the 30 days, the Cardholder will be deemed to have accepted the changes.
- 22. The Cardholder may terminate this Agreement for the Debit Card by written notice to the Bank but such termination shall only be effective when such notice and all Debit Cards issued to the Cardholder (and in the case of joint Accounts), all Cardholders, have been returned to the Bank.
- 23. The Bank may suspend the use of the Debit Card and/or terminate this Agreement or at any time without notice and thereupon cancel or refuse to renew the Debit Card(s) issued to all Cardholders. The Bank may also suspend the use of the Debit Card in the event of any suspected breach of the terms of this Agreement or any policy, term or condition for the use or operation of the Account by any Cardholder or to facilitate any investigation that it decides in its sole discretion to conduct. Although the Bank is not responsible for monitoring transactions to ensure the Account is not being misused, from time to time the Bank may do certain checks on payments in and out of the Account and may try to contact a Cardholder to verify that they are the Cardholder's transactions. If the Bank

cannot reach the Cardholder or the Cardholder does not respond promptly to any messages the Bank leaves, the Bank may still process the transaction, choose not to process the transaction or suspend all activities on the Account. The Bank is not obligated to specify the particular reason for suspending or terminating this Agreement or use of the Debit Card. Unless and until termination takes place as provided for in this Agreement, the Bank will provide a new Debit Card for each Cardholder from time to time.

- 24. The Cardholder shall immediately notify any Bank branch in writing of any change of name or address.
- 25. If any part of this Agreement is to be found invalid, the rest remains effective.
- 26. The Debit Card shall be so designated by the Bank and its use will be at all times subject to any statutory restrictions/regulations or which may be imposed from time to time by the Central Bank of Barbados or any other governmental or other authority.
- 27. The Debit Card is not a credit card and the Account may not be overdrawn without the prior permission of the Bank.
- 28. All Debit Card Transactions completed in a currency other than the currency of the Debit Card will be converted and posted to the Account statement in the currency of the Debit Card. The International Provider will convert to Barbados dollars any international charge or debit made to the Account. The conversion will be pursuant to the specific International Provider's regulations in effect. The rate selected by the International Provider is determined from (i) a range of rates available from wholesale currency markets for the applicable central processing date and/or (ii) government mandated rates in effect for the applicable central processing date. The rate actually applied on the date of conversion may differ from the rate that was in effect on the date of the transaction. The International Provider may charge to the Bank, international service fees and currency conversion fees. Accordingly, the Bank may add a percentage mark-up to the exchange rate and/or apply a related international service fee to the Account, as may be determined by the Bank from time to time. The Bank will not assume any risk associated with foreign currency exchange gains or losses from currency conversion resulting from the Cardholder's use of the Debit Card. The Bank also reserves the right to apply a fee to the Account, as may be determined by the Bank from time to time for each Debit Card Transaction made outside of Barbados. Foreign currency transactions are subject to foreign exchange controls to which you must comply. The purchase of foreign currency may attract the payment of the Foreign Exchange Fee.
- 29. Where the Cardholder maintains any other current, deposit or savings account with the Bank, whether solely or jointly, the Bank has the right at any time without notice to set off or transfer any sum outstanding to the credit of such other accounts in or towards satisfaction of the liabilities of the Cardholder under this Agreement (whether or not such other accounts are maintained in Barbados dollars or in any other currency). Account charges may be imposed or changed at any time by the Bank in its sole discretion.
- 30. The Cardholder acknowledges and agrees that the Bank reserves the right to prevent the Account and / or the Debit Card from being used for certain types of Debit Card Transactions as determined by the Bank in its sole discretion.
- 31. This Agreement shall be governed by the laws of Barbados.
- 32. The general Terms and Conditions issued by the Bank in respect of accounts held with it apply to the Account provided that where provisions in this Agreement are inconsistent with the Terms and Conditions, these provisions take precedence.