

AFFINITYPLUS Debit Mastercard Terms And Conditions

1. TERMS OF THIS AGREEMENT

In this Agreement “**the Account**” refers to an account maintained by the Account Holder with AffinityPlus Credit Union Limited (“hereinafter referred to as the Credit Union OR AffinityPlus”)

“**The Account Holder**” refers to the person in whose name the Account is established, or in the case of a Joint Account, any such person and the liability of such persons shall be joint and several.

“**The Agreement**” means the agreement between the Credit Union and the Account Holder the terms of which are included therein and which may be varied by the Credit Union from time to time.

“**Card**” means a Affinity Plus Credit Union Debit Mastercard Card issued to a Card Holder.

“**Card Holder**” means an Account Holder for whose use a Card is issued by the Credit Union.

“**Card Transaction**” means any cash and/ or services obtained using the Card, and any payment made, or transaction done through the use of this Card, the Card number or authorized in any manner by the Cardholder (whether by signing a voucher or not).

“**PIN**” means the Personal Identification Number issued to a Cardholder.

“**Validity Period**” refers to the period assigned to a specific Card for validity by the Credit Union.

2. USE OF AFFINITYPLUS DEBIT MASTERCARD CARD

The Card must be signed by the Card Holder in the space provided for signature immediately on receipt of the same and may be used:

i. By the Cardholder **SUBJECT** to the terms of this Agreement in place at the time of use;

Within the credit balance allotted and any undrawn facility on the

ii. Account, the balance allotted being that on the Account at the end of the previous day;

To obtain the facilities and benefits from time to time made available to

iii. the Credit Union in respect of the validity of the Card during the validity period assigned by the Credit Union;

SUBJECT to the absolute discretion of the Credit Union to, without

iv. prior notice, withdraw the right of the Cardholder to use the Card, or to refuse any request for authorization of any particular Card Transaction and to publish any such withdrawal or refusal to the Card Holder and in deciding whether to authorize any particular Card Transaction, the Credit Union may take into account in calculating the funds to the Card Holder

v. any outstanding card transactions and any funds which the Credit Union may in its discretion deem to have been credited or debited to the Account within the available balance of the account.

vii. SUBJECT to the maximum **LOCAL** credit transaction limits set by the Credit Union. The Card must not be used to withdraw more than the local daily limit of FIFTEEN HUNDRED DOLLARS (BDS1,500) at the ATM and TWO THOUSAND DOLLARS (BDS \$2,000) for POS transactions. These limits are subject to change when deemed necessary by the Credit Union.

viii. The Card does not confer any right for me to overdraw the account except to the extent of an overdraft to which the Credit Union has agreed.

3. LIABILITY OF THE CARD HOLDER

1) The Card Holder shall be liable to the Credit Union for all amounts arising from indebtedness or losses incurred or suffered by the Credit Union in connection with the use of the Card by the Card Holder or additional Card Holders whether or not such use was authorized by the Card Holder or by use of the Card otherwise in breach of the terms of this Agreement. The Credit Union is also under no obligation to inquire about or to prevent any unauthorized use of the Card in breach of this Agreement and **FURTHER:-**

i. Where there is more than one Card Holder in respect of the AffinityPlus Debit Mastercard Card, the liability of the Card Holders shall be joint and several.

ii. The Card Holder agrees to pay all fees and expenses incurred by the Credit Union in recovering any indebtedness owed and arising from the use of the Card.

4. CESSATION OF USE OF THE CARD

1. The Credit Union may at any time and without notice to the Card Holder cancel or suspend the right to use the Card entirely or in respect of specific facilities attached to the Card or refuse to reissue, renew or replace any Card without in any case affecting the Account Holder's obligations under this Agreement, which shall continue in force.

2. The Card will at all times remain the property of the Credit Union and on the Credit Union's request all cards issued for use under this Agreement must be immediately returned to the Credit Union or any authorized person acting on behalf of the Credit Union.

5. TERMINATION OF THIS AGREEMENT

i. The Card Holder may terminate this Agreement by

- a. written notice to the Credit Union PROVIDED that such termination shall only be effective on the return to the Credit Union of all Cards issued and the payment of all liabilities incurred by the Card Holder under this Agreement.
- b. Closure of the Account

The Credit Union is also empowered by means of this Agreement to carry out the following functions should it deem the same to be necessary: –

i. Refuse to authorize a transaction carried out by the Card Holder with the AffinityPlus Debit Mastercard Card;

ii. Cancel or suspend the right to use the Card entirely or in respect of specific functions;

iii. Refuse to replace any Card without affecting the Card Holder's obligation under this Agreement, which shall remain in force;

iv. With or without prior notice terminate this Agreement at any time without being liable to the Card Holder.

6. CARD AND PERSONAL IDENTIFICATION NUMBER

- i. The Card Holder shall exercise all reasonable measures to ensure the safety and protection of the Card and will prevent the PIN from coming to the knowledge of any other person other than the Card Holder. Any record of the PIN made by the Card Holder should be retained separately from the Card.
- ii. The Card Holder shall be liable to the Credit Union for any debts and expenses arising from the use of the Card. The Card Holder shall not disclose the Card number to any unauthorized third party and then only in connection with attachment usage, Card Transactions or the reporting of
- iii. the loss or theft of a Card.

In the event that a Card is lost, stolen or misused or the PIN becomes known to any other person, the Card Holder must immediately notify the issuing or nearest branch of AffinityPlus. In the event that the notification is given orally, it shall not take effect unless the Credit Union is again informed in writing of the loss or theft of the Card within seven (7) days. Until the Credit Union receives notification, the Card Holder will be liable in respect of any use of the Card.

v. **FURTHER**, in circumstances where the Card has been utilized in conjunction with the PIN or by a person who acquired possession of the Card with the Card Holder's consent, the Credit Union shall not bear liability for any losses sustained by the Card Holder. Following the official notification of the Credit Union by the Card Holder, the Card

vi. Holder's liability in respect of any further use of the Card shall The Card Holder, on providing the Credit Union with information regarding the loss, theft or misuse of the Card shall communicate all details relating to the disclosure of the PIN and will take all steps deemed necessary by the Credit Union to assist in the recovery of the Card.

In the event of any such loss, theft or disclosure being suspected, the Credit Union may provide the police with any information considered to be relevant. **FURTHER** in the event that a Card previously reported as being lost, stolen or misused is recovered the Card Holder may not reuse the Card but shall cut it in half and return it to the Credit Union.

vii. If the Credit Union issues a Card to replace a lost, stolen or misused card, then a fee of \$25.00 will apply. The Credit union reserves the right to adjust this fee at its discretion. The Credit Union does not undertake that the facilities available to the Account Holder as a result of arrangements between the Credit Union and third parties not affiliated with the Credit Union will continue indefinitely and will not be held liable for the cessation of any such arrangements.

7. REFUNDS AND CLAIMS

i. The Account Holder will only be credited with a refund in respect of a Card Transaction if the Credit Union is in receipt of a refund voucher or other refund verification deemed acceptable to the Credit Union. No claim or suit by the Account Holder against a third party may be the subject of a defense or counter claim against the Credit Union and The rights of an Account Holder against the Credit Union are not assignable and may not otherwise be disposed

ii. The Credit Union shall not be held liable in the event that a third party does not honor the Card presented by the Card Holder.

8. VARIATION OF THIS AGREEMENT

- i. The Credit Union may impose a charge for the Card provided for the use of the Card Holder or any services provided under or in connection with this Agreement from time to time. The Credit Union does not undertake that the facilities available to the Account Holder as a result of arrangements between the Credit Union and third parties not affiliated with the Credit Union will continue indefinitely and will not be held liable for the cessation of any such arrangements.
- ii. Notwithstanding the above, notification of any such variation shall be given to the Account Holder by the Credit Union either in writing, or by publication thereof, by such means as the Credit Union may select, and the said variation shall be binding on the Account Holder.
- iii. The Credit Union shall not be liable if it is unable to perform its obligations under this Agreement, nor shall the Card Holder's liability to make payment under condition 3 be discharged if the Credit Union is unable to debit the Account due (directly or indirectly) to the closure of the Account, or the failure of any machine, data processing system or transmission link or due to industrial dispute or anything not within the control of the Credit Union, its branches or its servants and/or agents.
- iv. The Card Holder shall immediately notify the branch of the Credit Union where the Account is held, of any change in name or address.
- v. Any other facilities or benefits made available to the Account Holder and not forming part of the conditions of this Agreement may be withdrawn at any time without notice.

9. DISCLOSURE

The Cardholder hereby authorizes and consents to the Credit Union investigating, verifying and disclosing information to any recognized financial institution or credit bureau which may have been supplied to the Credit Union or which the Credit Union may possess in connection with this Agreement.

I confirm that I have received and read the terms governing the use of the Debit Mastercard Card, and I agree to be bound by the terms and conditions set out therein and to be personally liable and to indemnify the Credit Union as a principal debtor for any claims, losses or costs due to the Credit Union from the use of this card.

Applicant's Signature: _____

Date: _____