

belizebank

CARDHOLDER AGREEMENT

1. Interpretation:

“I”, “me” and “my” mean the Applicant for the Account and a Card including any individual or corporate applicants and any person whose name is embossed or encoded on one or more Cards. If there is a Co-Applicant for a Card, these words also separately mean the Co-applicant and “we” and “our” mean the Applicant and the Co-Applicant; and

“You” and “your” mean The Belize Bank Limited and any assignees thereof notified to me from time to time.

“Account” means the VISA or MASTERCARD account you have opened in my name to which all Debt is charged;

“Account Statement” means your written statement of the Account that you prepare for me approximately every 4 weeks (the period covered by each Account Statement will vary between 27 days and 34 days);

“Applicant” means the individual or authorizing officer in the case of a corporate applicant who has signed the Application as the applicant;

“Application” means the request made to you for the Account and my Card;

“Average Daily Balance” means the amount obtained by adding up all the daily balances for the billing cycle and dividing by the total number of days in the billing period;

“Card” means the VISA or MASTERCARD credit card you issue on the Account in my name alone or together with any Co-Applicant and all renewals of and replacements for that credit card;

“Cash Advance” means an advance of cash that is charged to the Account with or in connection with my Card;

“Co-Applicant” means the individual who signed the Application as the co-applicant;

“Credit Limit” means the maximum amount of Debt that can remain outstanding and unpaid at any time on the Account;

“Daily Balance” means the amount obtained by taking the beginning balance of the Account each day, and subtracting payments and credits and adding purchases and debits;

“Debt” means all amounts charged to the Account with or in connection with a Card, including but not limited to Purchases, Cash Advances, interest, service fees and other charges;

“Due Date” means the date indicated as such on an Account Statement (this is the date by which you must receive a payment described in Sub-Section 8, (b) - the Due Date shown on an Account Statement is 20 days after the Statement Date);

“Interest-Bearing Balance” means the unpaid balance of the Debt outstanding in the Account that is made up of any combination of Interest-Bearing Purchases and Cash Advances;

“Interest-Bearing Purchase” means a Purchase appearing on an Account Statement for the first time, where the entire balance of the Account Statement is not paid in full by the Due Date shown therein;

“Interest Free Purchase” means a Purchase appearing on an Account Statement for the first time, where the entire Balance of the Account Statement is paid in full by the Due Date shown therein;

“Interest Rate” means the monthly percentage rate of interest that is set out on each Account Statement;

“Minimum Payment” means the minimum payment shown on the current Account Statement and which is the greater of US\$25.00 or 5% of the New Balance plus any Past Due amount shown therein;

“New Balance” means the new balance shown on the current Account Statement which is the total of the new balance carried forward from the last Account Statement and all Debt charged to the Account that appears on the current Account Statement for the first time, less the amount of all payments and other credits shown on the current Account Statement;

Personal Identification Number (“PIN”) means the personal identification number that you have provided me with;

“Purchase” means a purchase of goods or services (or both) that is charged to the Account with or in connection with a Card;

“Statement Date” means the date indicated as such on an Account Statement (this is the date on which you prepare the Account Statement);

“Transaction” means the use of a Card to conduct a Purchase or obtain a Cash Advance (or both).

I agree to the following:

2. General Terms of Agreement: This Agreement as amended from time to time by you at your discretion, applies to the Account and a Card. This Agreement replaces all prior agreements between you and me for an Account and a Card.

I (the account holder) must ensure that all Cards are signed immediately on receipt.

Where you have sent a Card to me by post, I accept that the Card will not be available for my use until the business day following the date upon which I notify you confirming my receipt of the Card.

If I sign, use or accept a Card, it will mean that I have received and read this Agreement and that I have understood and agreed with you with respect to everything written herein.

I must tell you at once about any unfavourable change in my financial position that seriously weakens my ability to pay any Debt to you required under this Agreement. Until I do so, you will assume that all the information I supplied to you about my financial position in the application was true and complete at that time and that each and every change in my financial position following that is not an unfavourable one and of the nature outlined above. You may disclose any information in respect of the Applicant supplied in connection with this Agreement including copies of this Agreement or correspondence arising by reason of this Agreement to any credit reference agencies, collection agencies, Attorneys-at-Law acting on your behalf and any such persons as may be required by law.

3. Card Use: I may use a Card to obtain Cash Advances of money from you through Transactions and any other financial transaction which you may in your sole discretion permit from time to time. The use of the Account and a Card is governed by this Agreement. I must not use a Card after the expiration date shown on it or after the termination of this Agreement. I cannot stop payment on any Transaction.

4. Card Ownership: You are the owner of the Card. No one but me is permitted

to use the Card. I do not have the right to assign or transfer this Agreement, the Account or the Card to any one else.

5. Lost or Stolen Card: I must tell you at once if the Card and or Card along with PIN is lost or stolen or liable to misuse. When a Card has been lost, stolen or liable to misuse, or in order to make any enquiries about the Account I must contact you at 60 Market Square, P.O. Box 364, Belize City, Belize, Tel. No: 501-227-132/3/4/5, Fax No. 501-227-1078 during normal working hours. Outside of normal working hours in Belize, I may call the following numbers for customer service assistance: Within USA: 1 800 458 2733, Outside USA: 305 372 3027.

If the Card is lost or stolen, I will be liable to you for:

- (a) all Debt through any one or more Transactions on the Account resulting from the loss, theft or misuse of the Card, which is incurred before the time I tell you about that loss, theft or misuse, in which only the Card or Account number has been used to complete those Transactions; and
- (b) all Debt through any one or more Transactions on the Account, resulting from the loss, theft or misuse of the Card, which is incurred before the time I tell you about that loss, theft or misuse, in which the Card and my Personal Identification Number (“PIN”) have been used together to complete those Transactions.

I will not be liable to you for any Debt resulting from the loss, theft or misuse of the Card that is incurred after the time I tell you about that loss, theft or misuse.

6. Credit Limit and Charges:

- (a) You will set a Credit Limit for the Account and you may change it periodically. You will tell me what the current Credit Limit is on the document accompanying the Card when you issue it to me and on each Account Statement.
- (b) You reserve the right to impose service charges, fees and commission at such rates as may be set by you for the issuance and usage of a Card. I agree to pay such service charges and commissions. The service charges, fees and commissions charged by you may include, but are not limited to any of the following:
 - (i) Account Fee: As designated by you from time to time my Account will be debited when the Account is opened and annually thereafter.
 - (ii) Cash Advance Fee: A fee will be charged by You for each Cash Advance transaction.
 - (iii) International Service Assessment Fee: You will charge a fee for any Transaction conducted outside of the territory of Belize regardless of whether or not such Transaction involves a currency conversion.
 - (iv) Foreign Currency Fee: You will convert any Debt not incurred in U.S. Dollars to U.S. Dollars at your conversion cost in effect on the day you charge the converted debt to the Account. You will charge a currency conversion fee based on the amount of that converted Debt which will appear on your Account Statement.
 - (v) Past due Interest Fee: Each time a payment is received after the prescribed Due Date, a penalty interest rate set by you will be charged on the overdue portion in addition to the regular Interest Rate shown on the Account Statement.
 - (vi) Increased Limit Fee: A fee may be charged for an increase on my Credit Limit.
 - (vii) Over Limit Fee: In the event I exceed my Credit Limit, you will charge a penalty fee.

- (viii) Chargeback Fee: You will impose a fee determined by you whenever you charge back any sum for my account.

7. Liability for Debts: Subject to Section 5, I will be liable to you for all Debt charged to the Account regardless of how it is incurred or who has incurred it and even though, in the case of a Co-Applicant, you send Account Statements to me. If there is a Co-Applicant, we will be jointly and severally liable to you for all of that Debt and all other terms that we have agreed to with you in this Agreement.

You may apply any money which I (we) have on deposit with you against any Debt I (we) have not paid to you as required under this Agreement and for that purpose you will have the right of set-off.

8. Payment of Debt

- (a) Subject to Sub-Sections 8.(b), 8.(c) and Section 16., I may pay the Debt I owe to you in full or by way of part payments at any time.
- (b) Subject to Sub-Section 8.(c) and Section 16., I must make one of the following payments of the Debt shown on each Account Statement by the Due Date shown therein in order to keep the Account up-to-date:
- (i) if the New Balance shown on the current Account Statement is less than US \$25, a payment in full of that New Balance, or
- (ii) if the New Balance shown on the current Account Statement is US \$25 or more, a payment of not less than the Minimum Payment shown on the Account Statement.
- (c) I must also pay the amount of any Debt that exceeds the stipulated Credit Limit at once to keep the Account up-to-date. I must pay the excess even though you may not have yet sent an Account Statement to me on which that excess appears. (I may ask for a Credit Limit increase by contacting my branch of The Belize Bank Limited. Such an increase will be approved or declined at your sole discretion).
- (d) I must keep the Account up-to-date at all times even when you are delayed in or prevented from sending, for any reason, any one or more Account Statements to me. I must contact my branch of The Belize Bank Limited at least once a month during such a delay or interruption to obtain any payment information which I do not have or need to know in order to comply with this Section.
- (e) Notwithstanding anything stated in the terms herein to the contrary, you retain the right to demand payment, at any time, if you deem it appropriate so to do, of any outstanding balance at any stage without any period of notice being given.

9. Payment of Interest

- (a) You will charge me interest on the Interest-Bearing Balance at the Interest Rate in effect on the amount of each:-
- (i) Interest-Bearing Purchase from (and including) the day the Purchase was made to the day you receive payment in full of the Interest-Bearing Balance.
- (ii) Cash Advance from (and including) the day I obtain them to the day you receive payment in full of the Interest-Bearing Balance.
- (b) You will calculate the finance/interest charge on the Account by applying the Interest Rate in effect to the average daily balance of my Account.

You will post the interest which I owe you on the Interest-Bearing Balance, for the period covered by an Account Statement, to the Account at the end of that period. Since the interest you charge on the Interest-Bearing Balance accrues daily up to the time you receive a payment from me of the Debt, the final interest charge on the Interest-Bearing Balance for that period can only be calculated and included on the Account Statement that shows the payment.

10. Application of Payments: You will apply each payment of the Debt in the following order: interest charges; service fees and other charges; billed Cash Advances; Interest-Bearing Purchases, unbilled Cash Advances and unbilled Purchases.

I will allow sufficient time for payments to reach your Belize City branch by the Due Date shown on the Account Statement. Payments made by me through the mail or at any of your other branches will be credited to the Account on the date of their receipt of the payment at your Belize City branch.

I may make a payment of the Debt without incurring any Past Due interest at any of your branches on any business day, Monday through Friday but the credit will only be effective on the date of the receipt of the payment at your Belize City branch.

All cash payments that I make by mail, hand delivery or at the deposit box at your counters will be opened and checked by two of your officials and I shall accept as correct and final the count or the determination of the amount of the payment made by your officials.

Payments and other credits to the Account do not affect the amount of available credit that I have under the stipulated Credit Limit until you up-date the Account. This up-date does not take effect until the business day following the day you receive those payments and other credits.

11. Service Fees and Other Charges: I must pay all service fees and other charges that apply to the Account, as set out in this Agreement. You will charge them to the Account at the time I incur them.

12. Automated Banking Machines: I may use a Card, together with a Personal Identification Number ("PIN") to obtain Cash Advances on the Account at those participating banking machines displaying the Visa/Plus or MasterCard/Cirrus Logos, subject to the terms of this Agreement governing the use of PINs.

13. Personal Identification Number: I clearly understand that it is my responsibility to preserve the confidentiality of my PIN and that any use of the same, fraudulent or otherwise, is chargeable to my Account. It is for this reason that the notice of these numbers, which I accept is the only record of the same, should be destroyed on receipt. If I elect to maintain this record which I clearly understand is not recommended, I must ensure that such records are kept separate and apart from the Card.

14. Debt incurred without a Card: If I incur Debt without having presented a Card to a merchant (such as for a mail order or telephone purchases), the legal effect will be the same as if I used a Card and signed a Purchase or Cash Advance draft.

15. Changes to Agreement:

- (a) You may amend this Agreement at any time and from time to time whether or not a similar variation is made to the agreement(s) of any other applicant or customer of yours and any such amendment will be binding on me and take immediate effect. You will give me notice of any such amendment by any of the following means to be selected at your discretion: (i) electronically by mail; (ii) via the Internet by posting on Your website at www.belizebank.com or otherwise; (iii) personal delivery; (iv) facsimile transmission; or (v) by mailing a notice to my address last appearing on your records.

- (b) I shall immediately notify you in writing of any change of name or address.

16. Termination:

- (a) This Agreement may be terminated at any time by either party giving written notice of termination to the other. Such termination to take effect three days after posting. You must direct your written notice to my address last appearing on your records and I must direct my written notice to your address appearing on the last Account Statement you have sent to me.
- (b) You may terminate this Agreement at once without giving me any notice whatsoever, if
- (i) I die or become insolvent or bankrupt;
- (ii) I do not pay any Debt as required under this Agreement;
- (iii) if I am in default under any other agreement I may have with you;
- (iv) if you receive information about me which leads you to believe that I may be unable to repay you the Debt; or
- (v) any of my creditors tries by legal process to take away any of my personal property.
- (c) Upon termination of this Agreement, I must pay all Debt immediately and return the Card to you at once, having first cut it in half through the magnetic strip. If I fail to comply with my obligations to you under this Agreement, I will be liable to you for the following:
- (i) all court costs and reasonable legal fees and expenses that you incur through any steps to recover any Debt incurred by me, and
- (ii) all costs and expenses which you incur in reclaiming the Card.
- (d) Upon termination of this Agreement, you may without any prior written notice to me debit any bank account I have with you and apply the funds against the Debt owing under this Agreement and take whatever steps you deem necessary to recover the Debt owing under this Agreement.
- (e) If a Card is used after this Agreement is terminated I will be liable for the Debt and any interest incurred even though the Agreement was terminated. I will pay you all legal fees and expenses (on an Attorney-at-Law/Solicitor and client basis) incurred by you to recover the Debt or interest and all expenses incurred by you in an effort to take possession of a Card.
- (f) On my death my obligations will continue until the Card is returned (cut in half through the magnetic strip) and you are paid in full. Any Co-Applicant or other person whose name is embossed on the Card will immediately cease to use the Card and return it to you (cut in half through the magnetic strip).

17. Problems with a Purchase: You will not be responsible for any problem I have with any Purchase. If I have a problem or dispute with a merchant regarding a Purchase, I must still pay all Debt as required by this Agreement and settle the problem or dispute directly with the merchant. You will also not be responsible if a Card is not honoured by a merchant at any time and for any other problem or dispute I may have with the merchant.

18. Account Verification: You will be entitled to treat everything shown on an Account Statement as complete, correct and binding on me unless I give you written notice of an error in or omission from the Account Statement by not later than 15 days after the Statement Date recorded on that Account Statement. I agree that you may use a microfilm, electronic or other reproduction of any Purchase or Cash Advance draft or other document evidencing Debt to establish liability for that Debt.

19. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of Belize and the parties hereto hereby submit to the jurisdiction of the courts of Belize on any matter relating to this Agreement.