

GUYANA BANK FOR TRADE AND INDUSTRY LIMITED

MASTERCARD DEBITCARD – CARDHOLDER AGREEMENT

This Agreement is made between Guyana Bank for Trade and Industry Limited ("Issuer," "We," "Us," or "Our"), and You, the individual who has been issued a GBTI Mastercard Debit Card ("Cardholder," "You," or "Your"). By using or activating your GBTI Mastercard Debit Card ("Card"), you agree to comply with the terms and conditions outlined in this Agreement. This Agreement governs the use of the Card, including its associated account and any related services offered by the Issuer. This agreement supersedes any prior agreements or understandings related to your Card and sets out the terms and conditions under which we will provide the card to you.

1. Card Issuance and Use

- 1.1. Card Issuance: The Bank issues a Mastercard Debit Card linked to your checking or savings account(s) ("Accounts"). The Card allows you to access your available balance to make purchases, withdraw cash from ATMs that bears the network logo(s) that appear on your Card, make deposits, or perform other transactions permitted by the Bank.
- 1.1.2 You may use your Card to purchase goods and services at any retail or other establishment that displays the network logo that appears on your Card.
- 1.2. Availability of Funds. Funds will become available to you via the Card after they have been received by the Bank. You may use your Card only to the extent that you have available funds.
- 1.3. Card Activation: The Card must be activated before use by following the instructions provided by the Bank.
- 1.4. Personal Identification Number ("PIN"). When you activate your card you will choose a confidential PIN which will enable you to identify yourself when using your Card. Your PIN is a security feature that functions as your signature, identifying you as the proper user of the Card and authorizing any transaction that you make using the Card.
- 1.5. Use of Mastercard Debit with Your Signature. You understand a merchant that accepts a MasterCard for the purchase of goods and/or services may also accept the MasterCard Debit Card as payment without the use of my PIN as long as You provide your signature on the transaction slip. You will receive a copy of the transaction slip as evidence of the transaction.
- 1.6. Deposits. You understand that deposits can only be made at GBTI ATMS located onsite at branches. You agree that when you make deposit or a payment at an ATM that you have the right to verify the deposit payment before you make the money available to me or credit such payment.
- 1.6.1 If you deliver cash or checks to an ATM, you understand and acknowledge that the funds from your deposit may not be available for immediate withdrawal and that the availability of your deposit shall depend on our rules and regulations regarding the particular account in which you are making a deposit and the items that you are depositing.
- 1.7. **Limitations on Use.** Only one Card will be issued per Account Holder and only the person identified on the Card is authorized by GBTI to use it. As such, in cases of joint accounts, a single card will be issued to each respective joint holder, individually and any one of the Account holders is empowered to deal with the account. The signature on this

document of any one of the holders makes all account holders jointly and severally liable for transactions effected by one account holder regardless of whether they are Cardholders or not.

- 1.8. In cases of account holders with multiple accounts, all of the accounts will be tied or mapped to a single card.
- 1.9. You may be denied the right to use the Card if you (1) exceed the incorrect PIN entry limit, (2) do not have adequate funds available in your Card Account for the transaction, (3) exceed your daily withdrawal or transaction limit.
- 1.10. The card is and remains the property of the issuer, is non-transferable and, subject to applicable law, may be canceled, repossessed or revoked at any time without prior notice.

2. Responsibilities of the Cardholder

- 2.1. Card Security: You are responsible for safeguarding the Card and your Personal Identification Number ("PIN"). You agree not to share your PIN with any third party except for the purpose of a Mastercard transaction or when reporting the actual loss or theft of or damage to the Card.
- 2.2. You should immediately report any loss, theft, or unauthorized use of your Card or PIN to the Bank.
- 2.3. If you voluntarily give your Card and/or PIN to another person at any one time, you have authorized said person(s) to use your Card and access your Funds, and you will be responsible for their use of your Card from that period and on.
- 2.4. Signing the Card: You must sign the Card immediately, at the designated signature line at the rear of the card, upon receipt and may only be used:
 - By the Cardholder after it has been signed.
 - Subject to the terms of this agreement and the conditions of use of the Card which are in force at the time of use.
 - Within the parameters outlines in Transaction Limits.
 - To obtain the facilities and benefits from time to time made available by GBTI in respect to the use of the Card.
- 2.5. Change of Information: You are required to notify the Bank promptly of any changes to your personal information, including your address, phone number, or email address.
- 2.6. Card Expiration and Renewal: The Card is valid until the expiration date indicated on the front of the Card.
- 2.7. Permitted Transaction: Transactions carried out on the Card must comply with the proper terms of use of the Card and in accordance with the limits,

parameters and restrictions outlined by the Bank. The Card may not be used as payment for any illegal purchase. The Cardholders represent and warrant that there are no pending/ threatened actions, suits, proceedings or litigations of any kind.

3. **Transaction Limits**

- 3.1. **Purchase Limits:** The Bank sets daily and/or per-transaction limits for purchases made using the Card. Purchase limits refer to both count and value. These limits are based on your Account type and activity.
- 3.2. **ATM Withdrawal Limits:** Whenever the Card is used in conjunction with an automatic teller machine it must be used only in accordance with the operating instructions and conditions of use in force for the time being. Cash withdrawals must not exceed the permitted limit as notified by GBTI to the You. The daily cash value and count may vary from time to time and the Bank reverses the right to set these limits without prior notice, although it is general practice for the Bank to inform its customers via media post and notices at ATMs. These limits may be different for domestic and international ATMs.
- 3.3. **Authorization** The Bank reserves the right to decline any transaction, whether in parts or whole, that exceeds your available balance at time of processing. The Bank also reserves the right to decline authorizations that are inconsistent with the proper use of the Card as outlined in this Agreement, including but not limited to suspicious/high-risked transactions.

4. **Insufficient Funds**

- 4.1. **Using the Card.** So long as you do not exceed the funds available in your Card Account, you may use the Card to purchase goods or services wherever the Card is honored, and to obtain cash by initiating cash withdrawal transactions through the Card from any financial institution or ATM that accepts the Card.
- 4.2. Each time you use the Card, you authorize us to reduce the funds available in your Card Account by the amount of the purchase or withdrawal and any applicable fees, costs, or holdings.
- 4.3. There is no credit line associated with your card. This means that at the time of the transaction you must have sufficient funds in your Card Account to pay for the transaction and you are never allowed to exceed the available balance in your Card Account. Nevertheless, if you exceed the available balance you shall remain fully liable to us for the amount of the transactions and any applicable fees and charges.

5. **Liability for Unauthorized Transactions**

- 5.1. **Reporting Unauthorized Transactions:** If your Card is lost, stolen, or if you suspect unauthorized use, you must immediately notify the Bank. The Bank will block your Card to prevent further unauthorized transactions.
- 5.2. **Fraud Protection:** The Bank provides fraud protection services to help monitor and prevent unauthorized transactions. However, you are still responsible for ensuring the security of your Card and PIN and you shall notify us immediately if your Card statement shows transfers or transactions that you did not make or authorize. If you do not notify us within (180 days) after the statement was delivered to you, and if we can

prove that we could have stopped someone from taking or using the money if you had notified us in time, you may not get back any money that you lost after the (180 days).

6. **Transaction Alerts:** The Bank will send alerts to you, whether email and/or SMS, for each authorized transaction. It is the responsibility of the cardholder to reconcile. Suspicious/unauthorized transactions must be reported to the Bank in a timely manner.

7. **Third Party Acceptance/Use:** GBTI will not be liable in any way if the Card is not honored by a third party or for any retention of a Card by GBTI, any other financial institution, or any seller of goods or services. GBTI 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 GBTI, its agents, servants or sub-contractors.

8. **Problems with merchants and limitation on liabilities of the Bank.**

- 8.1. The Bank is not responsible for problems you have with anything you buy using your Card at any ATM or online or any problems you have with a Biller when you use your Debit Card to pay a bill.
- 8.2. You must settle any such problem directly with the merchant or Biller for processing of any returns or refunds by MasterCard, regardless of the nature of the transaction, whether local, foreign or online.
- 8.3. When you make bill payments online, you are responsible for ensuring that all Biller information (including account numbers and payer names) required by the Bank to complete your payment instructions to that Biller is accurate at all times.
- 8.4. While the Bank tries to ensure that transactions are completed whenever you use your Debit Card for a purpose we have agreed to, we will not be liable to you for damages (including special, indirect or consequential damages) if an ATM or a merchant does not accept your Debit Card or you cannot use your Debit Card for any reason, including where we cancel or temporarily block your Debit Card or decline to authorise a transaction for breaches of the terms and conditions within this agreement.
- 8.5. The Bank is not responsible for a Biller's or merchant's posting practices or if they charge you late fees or interest penalties.
- 8.6. In the 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 third party.

9. **Other Disputes**

- 9.1. **Dispute Resolution Process:** If you have a dispute regarding a transaction, you must notify the Bank promptly. The Bank will investigate the issue and may resolve the dispute by providing a refund or adjusting your Account. The Bank reserves the right to refuse the processing of a dispute if you are unable to provide sufficient evidence/documentation supporting your claim.

9.2. Arbitration: Any dispute that cannot be resolved informally will be subject to arbitration as outlined in the Bank's terms and conditions. This may include mandatory binding arbitration, and you may not have the right to pursue a class action lawsuit. The Bank may charge your Account for arbitration fees incurred on claims whether successfully/unsuccessfully.

10. Foreign Currency Transactions: Any purchase or withdrawal made in another currency will be converted to U.S. dollars by MasterCard, according to an exchange rate selected by MasterCard from the range of rates available for the applicable central processing date, which may vary from the rate MasterCard itself receives, or the government-mandated rate in effect for the applicable central processing date.

11. Fees and Charges

11.1. GBTI is authorized to debit the Account with all fees, costs, expenses and charges pertaining to the acquisition and/or renewal and/or replacement in the event of loss/theft/damage and/or to the seeking of the recovery of the Card. The following fees apply to your Card account, subject to change by the Bank and which you agree to pay:

- ATM/POS Fees: Fees for using ATMs and POS service
- Foreign Transaction Fee: A fee may apply to transactions made outside of the country or in foreign currencies, as specified at clause ***.
- Replacement Card Fee: A fee will apply if you request a replacement for a lost, damaged or stolen Card. This fee is also applicable for replacements due to card compromised/fraudulent/unauthorized transactions. The Bank can replace your Card, and apply the associated fee, if the Terms of Use outline in this agreement has been breached.
- Blocking Fee: A fee will be charged for blocking the card, whether temporarily or indefinite.
- Arbitration Fee: see clause 9.2.

12. Termination and Suspension of Account

12.1. Termination by You: You may close your Account and terminate this Agreement at any time by notifying the Bank and returning the Card to the Bank. You are responsible for any outstanding transactions or fees incurred prior to closing the Account.

12.2. Termination by the Bank: The Bank may terminate your Account and this Agreement at any time for reasons including, but not limited to, suspected fraudulent activity, failure to comply with this Agreement, or inactivity. Subject to the

right of GBTI, in its absolute discretion and without prior notice, at any time to cancel, refuse or re-issue, renew or replace the Card or to withdraw the right to use the Card for, or to refuse any request for authorization of, any particular Mastercard Transaction and to publish any such withdrawal or refusal.

12.3. Suspension of Account: The Bank may temporarily suspend or block access to your Card for security reasons, including but not limited to, suspicious activity, inconsistent pattern of spending regarding the expected activities indicated at account creation and irregular purchases in restricted countries and high-risked merchants.

12.4. Surrendering of Card: The Card remains the property of the Bank at all times as stated at clause 1.8. above and must be returned by the You to GBTI should the Card no longer be required, expired or at the request of GBTI.

13. Privacy and Data Security

13.1. Data Protection: The Bank is committed to protecting your personal and financial information. The Bank will use secure systems to safeguard your information and comply with applicable data protection laws.

13.2. Disclosure to Third Parties: The Bank may disclose information to third parties about your Account in the following circumstances:

- In order to verify the existence and condition of the account for a Merchant;
- In order to comply with Court Orders or lawful government requests pursuant to **Section 63 of the Financial Institutions Act, Cap. 85:03 of the Laws of Guyana;** or
- You give the Bank written permission.

13.3. You may also have the right to opt out of certain disclosures as allowed by law.

14. Changes to this Agreement

14.1. Amendments: The Bank reserves the right to modify or amend the terms of this Agreement at any time. You will be notified of any significant changes, and such changes will become effective upon notification, or a specific date set by the Bank.

14.2. Acceptance of Changes: Continued use of your Card following a change to this Agreement constitutes your acceptance of the modified terms.