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I hereby declare that the details furnished above are true immediately. In case any of the above information is four																									
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This Agreement sets out the terms and conditions applicable to a prepaid MasterCard card issued to a Member as that term is defined in an Agreement dated 15th February 2016 made between First Citizens Bank Limited ('the Bank") and LinCU Ltd ("LinCU") with respect to the LinCU Program ("the Program Agreement").

Definitions

- a) "ATM' refers to the Automatic Teller Machine.
- b) "Bank' refers to First Citizens Bank Limited.
- c) "Cardholder" refers to a person (being a Member as defined under the Program Agreement), to whom a Prepaid Card is issued by the Bank and each person so authorized to hold an additional Card by the Principal Cardholder.
- d) 'Cash Advance' refers to any payment of cash obtained by the use of the Prepaid Card.
- e) 'Participating Merchant'' refers to merchants who accept prepaid cards under the terms and conditions of their use.
- f) "Prepaid Card' refers to the FC Issued LinCU Branded Prepaid MasterCard currently issued to a Cardholder. A Prepaid Card is a card with a chip and pin. Which is acquired as a means to carry money with minimum risk, and which does not incur nor pay interest. This card is pre-loaded ith funds credited by the Bank to the Cardholer's Prepaid Card Account on the instructions of LinCU in accordance with the arrangements agreed between the Bank and LinCU in the Program Agreement. These funds can then be used wherever the Prepaid Card is accepted as a method of payment, including on the internet and internationally.
- g) 'Prepaid Card Account' refers to an account in the name of the Principal Cardholder maintained by the Bank in relation to the Prepaid Card Transaction.
- "Prepaid Card Account Number' refers to the number assigned by the Bank to the Principal Cardholder's Prepaid Card Account.
- 'Prepaid Card Cash Limit" refers to the maximum total amount of the Cash Advance which may be obtained as notified by the Bank to the Cardholder from time to time.
- j) "Prepaid Card Transactions' refers to the purchase of goods or the obtaining of services to cash against use of the Prepaid Card, the Card Number or in any manner authorized by the Cardholder for debit to Prepaid Card Account or the utilizing of any service made available to the Cardholder by the Bank from time to time in respect to the Prepaid Card.
- 'PIN" is acronym which refers to the Personal Identification Number associated with a Prepaid Card which is used to access the Prepaid card Account.
- 'Principal Cardholder' refers to the Cardholder in whose name a Prepaid Card Account is maintained by the Bank.
- m) 'Load" refers to the initial funds credited to the Prepaid Card Account.
- n) 'Reload" refers to any subsequent funds credited to the Prepaid Card Account after its initial load.
- 1. PURCHASE OF CARD AND ADDITIONAL CARDS
- (a) The Member may make an application (i) to be issued with a Prepaid Card and (ii) to open a corresponding Prepaid Card Account by completing the Bank's prescribed application form.
- (b) A Prepaid Card and PIN will be given to the Cardholder at the time the Prepaid Card Account is opened. Activation of the Prepaid Card will normally be within two (2) working days.
- (c) Prepaid Cards are valid for five (5) years. Upon expiry of the Prepaid Card. the Principal Cardholder will be required to reapply if he wishes to maintain the Prepaid Card Account.
- d) The Bank may in its sole discretion and upon the request of the Principal Cardholder issue additional cards with separate PINS to such persons named by the Principal Cardholder (provided that such persons are 16 years of age or over) on the express understanding that together with the Prepaid Card all such additional card and shall count as one card and shall be associated with the Principal Cardholder's Prepaid Card Account. The Principal Cardholder shall be personally liable for any and all indebtedness incurred through the use of such additional cards as if he had used them himself. And shall have no claim against the Bank whatsoever in respect of any funds credited to the Prepaid Card Account accessed by the additional cardholders through the use of such additional cards. Additional cards may be requested at the time that the Prepaid Card Account is opened or at anytime thereafter.

2. USE OF CARDS

- (a) The Prepaid Card must be signed by the Cardholder immediately upon receipt and may only be used:
- (i) Subject to the terms of this Agreement and the conditions of use of the Prepaid Card which are in force at the time of use.
- (ii) To obtain the facilities and benefits from time to time made available by the Bank in respect of the use of the Prepaid Card.
- (iii) Subject to the right of the Bank. In its absolute discretion and without prior notice at any time to cancel. Refuse to reissue. Renew or replace the Prepaid Card or to withdraw the right to use the Prepaid Card or to refuse any request for authorization of any particular Prepaid Card Transaction and to publish any such withdrawal or refusal and the right to terminate this Agreement in accordance with Paragraph 9 (b) herein.

(b) The Cardholder may use the Card

- (i) To purchase goods and services. Wherever the Prepaid Card is used to make purchases or obtain services. The Cardholder shall sign a sales draft. If this is not done the Cardholder will be liable for all amounts charged to the Prepaid Card Account.
- (ii) To obtain Cash Advances up to the Prepaid Cash Limit specified by the LinCU. Whenever the Prepaid Card is used to obtain Cash Advances, the Cardholder shall sign a Cash Advance draft and pay the handling charge determined by the LinCU from time to time.
- (iii) To access any ATM whenever and wherever this service becomes applicable to the Prepaid Card.

3. LOADING, RELOADING AND PURCHASING WITH CARD

- (a) The Prepaid Card Account can be Loaded or Reloaded up to maximum of TT\$30,000 per day, with a maximum of two (2) reloads per day.
- (b) The maximum amount that can be accessed per day is TT\$30,000. The maximum number of purchases per day is 15, up to a maximum value of TT\$30, 000. The maximum number of ATM cash advances per day is 5, up to a maximum of TT\$30,000.
- (c) The Bank may in its sole discretion at any time from time to time vary the above without notice to the Cardholder.

4. CUSTOMER LIABILITY

- (a) The Cardholder shall not allow any other person to use his/her card and PIN and will be responsible for the card and safe preservation of both Prepaid Card and PIN.
- (b) In the case of a joint account. the liability of the account holdersshall be joint and several.
- (c) The Principal Cardholder shall be liable for all indebtedness resulting from the use of the Prepaid Card by any other person using the Prepaid Card with the express or implied consent of the Cardholder.

5. AUTOMATED TELLER MACHINE

When and wherever ATM Services are applicable to the Prepaid Card:

- (a) The Cardholder can use his/ her Prepaid Card and PIN to access his/her Prepaid Card Account to obtain Cash. Make deposits or to transfer money between accounts and any other services that may be introduced.
- (b) The Cardholder alone should have access to his PIN. He/she should memories the PIN and in the event of loss of same immediately makes a report to a First Citizens branch or the First Citizens Credit Card Centre.
- (c) The Cardholder will be allowed three attempts to insert the correct PIN. The Prepaid Card will be disabled upon the third inaccurate attempt. The Cardholder will then be required to lodge a report at a First Citizens Branch or the First Citizens Credit Card Centre.
- (d) The Cardholder will be permitted to make cash withdrawals from the ATM up to a limit previously specified to the Cardholder by the Bank. It is important to consider that due to the different rules and policies of individual banks in certain countries. The ATMs may have a limit on the amount of cash it will dispense.
- (e) The Bank shall not be liable to the Cardholder for the operational failure of any of its ATMs or for any injury. Loss or damage suffered by the Cardholder in the use of any ATM.
- (f) The Cardholder will normally receive a receipt for each transaction made with the Prepaid Card at an ATM.

6. CORRESPONDENCE AND CHARGEBACKS

- (a) Any notice to the Principal Cardholder shall be sent by prepaid post to the address given in this application or the address subsequently notified to the Bank in writing and shall be deemed to have been delivered within five (5) working days after the date of posting.
- (b) The Cardholder shall have access to his Prepaid Card Account information and transaction history through the facilities of online banking, telebanking and mobile banking. A printed statement of account may be obtained from any First Citizens Branch for a fee.
- (c) If there is a Prepaid Card transaction that was not authorized by the Cardholder, the Cardholder must immediately report this to a First Citizens Branch or the First Citizens Credit Card Centre. If the Cardholder wishes to dispute the Prepaid Card transaction, this must be done within thirty (30) days from the date of the Prepaid Card transaction using the Bank's standard dispute form, either at a First Citizens Branch or the First Citizens Credit Card Centre. The Cardholder acknowledges and agrees that it shall be his sole responsibility to provide the Bank with all requisite supporting documents and information for Prepaid Card Transactions dispute by him in order to facilitate the Chargeback and dispute resolution processes.
- (d) The Principal Cardholder shall immediately notify the Bank at its Credit Card Centre in writing of any change of name and address

7. NON - CARD PURCHASES AND CASH ADVANCES

If the Cardholder or anyone authorized to use the Prepaid Card signs a Sales or Cash Advance draft or gives the Prepaid Account Number

to make a Cash Advance without presenting the Card, the legal effect shall be the same as if the Card was used by the Cardholder and a Sales or Cash Advance Draft was signed by the Cardholder.

8. OWNERSHIP OF CARD

The Prepaid Card is the property of LinCU and must be returned by the Cardholder at the request of the LinCU or any other person acting for LinCU at the request of the Bank.

9. TERMINATION OR AMENDMENT OF AGREEMENT

- (a) The Principal Cardholder may terminate this Agreement by written notice to LinCU or Bank but such termination shall only be effective when all Prepaid Cards issued to the Principal Cardholder and all joint applications have been returned to the Bank.
- (b) The Bank may terminate this Agreement at any time without notice by the cancelling or refusing to reissue If requested by the Cardholder the Prepaid Card issued to the Principal Cardholder and all joint applicants.
- (c) The Bank may also terminate this Agreement or suspend the use of the Prepaid Card if the Principal Cardholder dies, is made bankrupt or in the event of any breach of the terms of this Agreement by either the Principal Cardholder or any joint applicants.

10. RESPONSIBILITY FOR SERVICE

- (a) The Bank will not be liable in any way if the Prepaid Card is not honored by a third party or for any retention of a Prepaid Card by the Bank, any other financial institution or any seller of goods and services.
- (b) Any and all disputes between a Cardholder and a Merchant In respect of any Prepaid Card Transaction shall be resolved by and between the Cardholder and the Merchant. In the case of such disputes, the Bank shall remain fully indemnified by the Cardholder in respect of any and all claims arising there from whether by the Merchant. The Cardholder or the Bank.
- (c) The Bank shall not be liable if it 1s unable to perform its obligations due directly or indirectly to the failure of any machine, data processing system or transmission link or to any Industrial disputes or to any cause outside the control of the Bank, its agents, servants or sub contractors.

11. VALIDITY OF CARD

- (a) The International Prepaid Card shall be an international Prepaid Card 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 Trinidad and Tobago or any other government or other Authority
- (ii) The amount of any Prepaid Card Transaction in a currency other than Trinidad and Tobago Dollars will be converted to Trinidad and Tobago Dollars at a rate of exchange determined by the Bank for the date when the Prepaid Card Transaction Is debited to the Prepaid Card Account.

12. LOST/STOLEN CARDS

- (a) If the Prepaid Card is lost, stolen, or for any other reason liable to misuse. or if the PIN is disclosed in breach of this /agreement, the Cardholder shall within two (2) days of discovery of loss notify the First Citizens Credit Card Centre or his/ her branch. If this notification is oral, it shall take effect immediately but shall be confirmed in writing within two (2) days of the oral notice.
- (b) Until the Bank receives notification of the lost or stolen card, the Cardholder shall be liable for any loss sustained by the Bank up to TT\$500.00 from the time the card is lost to when the card is reported as lost or stolen.

13. CARDHOLDER RESPONSIBILITY

The Cardholder agrees and warrants that it has provided to the Bank and will provide to the Bank upon request with all personal information about himself including satisfactory evidence of his identity and source of funds. Income or wealth as may requested by the Bank now or at any time in the future for all purposes in connection with this agreement and in connection with the Bank's obligations as a financial institution under the Proceeds of Crime Act. The Anti-Terrorism Act or under any other anti-money laundering. counter-terrorism financing. Anti-corruption or bribery laws, statues or regulations mandating the Bank to conduct "Know Your Customer" checks or enquiries. on-going customer monitoring or any other form of customer due diligence.

14. OTHER

- (a) If any part of this Agreement is found to be invalid. The rest remains effective.
- (b) The obligations of the parties hereto are governed by the laws of Trinidad and Tobago and subject to all banking regulations present and future.
- (c) These Terms and Conditions of this Agreement may be changed at any time from time to time and shall be considered binding once fourteen (14) days prior notice is given.

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