

General Terms and Conditions for Standard Bank Visa debit card**1. Introduction**

- 1.1 These Terms set out the Terms and Conditions in connection with your Standard Bank Visa debit card. References to "we", "us" and "our" are references to Standard Bank Jersey Limited or Standard Bank Isle of Man Limited, as appropriate. References to "you" and "your" are references to the person or body corporate Cardholder, as applicable.
- 1.2 These Terms form a legal agreement between you and us and contain important information regarding the services that we will provide to you, so please ensure that you understand all of them. You must let us know as soon as possible (and in any event before using our services) if there is anything which you do not understand or need made clearer.
- 1.3 In addition to these Terms, the contract between you and us also includes, where relevant to your account(s), the terms contained in our "Other Terms" (as defined below).
- 1.4 In the event of any conflict between the provisions of these Terms and the Other Terms applicable to you, the provisions of these Terms shall prevail, except where any Applicable Regulations require otherwise. We will provide a copy of these Terms and any Other Terms at any time on request. If you would like to request a copy of these Terms or any Other Terms, please contact the Manager of the Bank in the jurisdiction in which your Account is located who will arrange the same. Contact details in respect of each of our Jersey and Isle of Man offices are set out at the end of these Terms.

2. Interpretation

- 2.1 "Terms" means these Terms and Conditions as amended from time to time.
- 2.2 The following expressions in these Terms shall have the following meanings:

"Account" means the bank account held or to be held with us in the name of the Cardholder (whether solely or jointly with another person), the number of which is or shall be specified in the *Application Form* for the Card and communicated to the Cardholder as appropriate.

"Account Currency" means the currency in which the Account is denominated.

"Applicable Regulations" means all applicable laws, rules and regulations as in force from time to time in any jurisdiction, including without limitation the Foreign Account Tax Compliance Act (FATCA) or analogous law in any relevant jurisdiction, any anti-money laundering legislation, any data protection legislation and any rules of a relevant regulatory authority in the jurisdiction in which an account is opened.

"Bank" means Standard Bank Jersey Limited in respect of any Account opened in Jersey or Standard Bank Isle of Man Limited in respect of any Account opened in Isle of Man.

"Business Day" is a day on which banks in Jersey or Isle of Man, as appropriate are generally open for business, other than weekends and local bank holidays.

"Card" means a Standard Bank Visa debit card including any renewal or replacement card.

"Cardholder" means the Account holder who has power alone to operate the Account in accordance with the mandate and to whom a Card has been issued or the person named in the Card application and authorised to use a Card in accordance with the Card application and, if applicable, the associated board resolution.

"Other Terms" means any other written Terms and Conditions or agreement between you and us which govern transactions, including but not limited to our:

- *Charges for Banking Services* leaflet for International Personal Banking, International Private Clients and / or Corporate and Business Banking;
- *Specific Terms and Conditions* for International Personal Banking, International Private Clients and / or Corporate and Business Banking;
- *General Terms and Conditions* for Personal, Trust and / or Corporate accounts.

"PIN" means the personal identification number issued to the Cardholder from time to time for use with the Card.

"Standard Bank Offshore Group" means Standard Bank Offshore Group Limited which has its registered office at 47-49 La Motte Street, St Helier, Jersey, JE2 4SZ, or any subsidiary of it which includes Standard Bank Jersey Limited and Standard Bank Isle of Man Limited;

"Standard Bank Group" means Standard Bank Group Limited, or any subsidiary of it. Standard Bank Group Limited has its registered office at 9th Floor, Standard Bank Centre, 5 Simmonds Street, Johannesburg 2001, Republic of South Africa.

"Transaction" means any cash withdrawal or payment made using the Card, or any refund arising in connection with the use of the Card in any authorised manner.

"Visa" means Visa Europe Limited, a company incorporated in England and Wales, whose registered office is at 1 Sheldon Square, London W2 6TT or any subsidiary thereof.

3. Application

- 3.1 These Terms apply to the use of the Card. Other Terms shall also apply, and must be read in conjunction with these Terms.
- 3.2 By signing and submitting the *Visa debit card Application Form* for the Card you are agreeing to be bound by these Terms and applicable Other Terms.

4. Card facilities

- 4.1 You may use the Card to pay for goods and services at retailers or suppliers world-wide who accept the Card by signing a sales voucher, by signing a mail order purchase form showing the number printed on the Card or by placing an order by telephone or over the Internet and quoting the number printed on the Card, and we will debit to the Account the amount of any such Transaction authorised in such way.
- 4.2 You may use the Card in conjunction with the PIN to withdraw money from automated teller machines, which accept the Card. The amount of money so withdrawn will be debited to the Account.
- 4.3 You may use the Card in conjunction with the PIN to pay for goods and services by using a Card operated machine at retailers or suppliers world-wide who offer this facility. We will debit to the Account the amount of any Transaction authorised in this way.
- 4.4 In addition to the amount of all Transactions, certain charges will be debited to the Account as provided in these Terms.
- 4.5 The Card is only available to persons over the age of eighteen years and who are of full legal capacity.

5. The Card

- 5.1 The Card belongs to us and we or any of our authorised officers, servants, employees, associates or agents may retain the Card, require you to return the Card or suspend the use of the Card at any time at our absolute discretion and we shall not be liable for any loss suffered by you as a result.
- 5.2 The Card will not become valid or operational until you acknowledge receipt of the Card by contacting us by telephone on the number provided and stating the password specified by you in the *Visa debit card Application Form* for the Card. Telephone calls may be recorded. The Card is only valid for the period shown on it and must not be used outside that period or after we have required by notice in writing to you that it be returned to us. When the period of validity of a Card expires it must be destroyed by cutting it in half through the magnetic strip.
- 5.3 You must take all reasonable precautions to prevent unauthorised use of the Card, including signing the Card when you receive it and telephoning us, in accordance with paragraph 5.2 above, to acknowledge receipt of the Card as soon as possible.
- 5.4 If the Card is lost or stolen you or any other person acting on your behalf must notify us by contacting our lost or stolen 24/7 helpdesk using the telephone number from time to time notified to you. We recommend that you also notify the relevant law enforcement agencies if you suspect that your Card has been stolen, or a crime has been committed in relation to your Card.
- 5.5 You must co-operate with any of our authorised officers, servants, employees, associates or agents and / or law enforcement agencies in any efforts to recover the Card if it is lost or stolen. We may disclose information about you and your Account if we reasonably consider it will help avoid or recover any loss to you or us resulting from the loss, theft, misuse or unauthorised use of the Card.
- 5.6 If the Card is found after we have been given notice of its loss or theft you must not use it again and dispose of it as soon as is practicable. We also recommend that you cut the Card in half through the magnetic strip.
- 5.7 You must not allow anyone else to use the Card.

6. The PIN

We will issue you with a PIN. Once we issue a PIN, you must take all reasonable precautions to avoid unauthorised use, including destroying the PIN notification letter issued by us promptly after receipt, never disclosing the PIN to someone else, never writing the PIN on the Card or any other item normally kept with the Card, never writing the PIN in a way that can be understood by someone else and notifying us as soon as possible if someone else knows or is suspected of knowing the PIN.

7. Liability for unauthorised transactions

- 7.1 Unless we can show that you have acted fraudulently or with negligence or otherwise contrary to the provisions of these Terms (including for the avoidance of doubt if you have disclosed the PIN to someone else), we will be responsible for any money lost as a result of the Card being lost in despatch from us to you and we will also be responsible for any money lost as a result of use of the Card without your authorisation after it has been reported to us and (if applicable) to the relevant law enforcement agencies (see paragraph 5.4 above) that the Card has been lost or stolen or that the PIN is known or suspected of being known by someone else (provided you did not disclose the PIN to someone else), as applicable. We will credit the Account with any amount for which we are responsible pursuant to this paragraph, including any related interest and charges.
- 7.2 Subject to any contrary provision of the law, you will be responsible for any losses without limit, except losses for which we will be responsible pursuant to paragraph 7.1 above, incurred by us or any other person and including, without prejudice to the generality of the foregoing, any losses incurred as a result of the use of the Card in a fraudulent or negligent manner or otherwise contrary to the provisions of these Terms.
- 7.3 If the PIN is held with the Card and subsequently lost or stolen, you will be liable for all PIN related Transactions. If you disclose the PIN to someone else then you will be liable for all subsequent PIN related transactions.

8. Charges

- 8.1 We will charge you a fee in respect of each cash withdrawal made using the Card, in accordance with our *Charges for Banking Services* leaflet applicable at the relevant time.
- 8.2 We will charge you a fee in respect of a request for a replacement Card in accordance with our *Charges for Banking Services* leaflet.
- 8.3 You will be charged in respect of every Transaction made in a currency other than the Account Currency in respect of the conversion of the amount of the Transaction into the Account Currency, in accordance with the charges applicable at the relevant time under our *Charges for Banking Services* leaflet.
- 8.4 We shall charge an annual fee in respect of the Card in accordance with the charges applicable at the relevant time under our *Charges for Banking Services* leaflet.
- 8.5 We may change the fees and charges specified in our *Charges for Banking Services* leaflet in accordance with the *General Terms and Conditions* applicable to you.

9. General

- 9.1 The total amount of any Transactions carried out in any one day shall be limited to such amounts as determined by the Bank in its sole discretion from time to time.
- 9.2 We will issue a Card only if you have completed the *Visa debit card Application Form* for the Card, signed in accordance with the bank account mandate and it has been accepted by us. Applications are acceptable if received by fax, or PDF attached to an email (if an email indemnity is held for the Account), or by post. Replacements or renewals of Cards will be at our discretion.
- 9.3 You are not authorised to enter into Transactions using the Card to a value in excess of the credit balance (if any) of the Account from time to time unless an overdraft has been previously agreed with us. We will charge interest on the Account at our relevant interest rate in respect of unauthorised overdrafts on the Account unless otherwise agreed and our usual fees for unauthorised overdrafts may also be charged to the Account. Such fees will be charged in accordance with our *Charges for Banking Services* leaflet.
- 9.4 If we are asked to authorise a Transaction, we may take into consideration any other Transactions which have been authorised but which have not been debited to the Account (and any other transactional activities upon the Account) or the limits and other conditions referred to in paragraph 9.1 and if we determine that there are or will be insufficient available funds in the Account to pay the amount that would be due in respect of such Transaction, we may at our

own absolute discretion refuse to authorise such Transaction, in which event such Transaction will not be debited to the Account. We shall not be liable for any loss resulting from any such refusal to authorise any Transaction.

- 9.5 In the event that there are insufficient available funds in the Account to pay any Transaction or other amount payable from the Account, including any interest, fees, charges or other payments due to us, we may without notice to you and at our own absolute discretion (and without any obligation to do so) transfer or arrange the transfer of sufficient funds from any other account you hold with us to the Account.
- 9.6 We shall not be liable for any loss resulting from the refusal of any retailer, supplier, other bank or card operated machine to accept use of the Card in connection with any Transaction. No claims made by you against any retailer or supplier may be the subject of set-off, claim or counterclaim against us.
- 9.7 Statements will be provided to you in accordance with the Other Terms. You must notify us as soon as possible if an entry appears on the statement of the Account which you believe to be incorrect (within 25 days of the date of such statement at the latest).
- 9.8 Subject to any contrary provision of the law, you may not cancel a Transaction after it has been authorised.
- 9.9 Subject to paragraph 9.4 of these Terms we will normally debit the amount of any Transaction to the Account as soon as we receive proper instructions to carry out the Transaction. We will not be liable for any loss resulting from any delay in doing so.
- 9.10 If a retailer or supplier makes a refund by means of a Transaction we will credit the Account when we receive the retailer or supplier's proper instructions and the funds in respect of such refund. We will not be responsible for any loss resulting from any delay in receiving such instructions and funds.
- 9.11 When the Card is used to effect a Transaction through Visa (whether with a retailer or supplier, a bank or from a Card operated cash machine) in a currency other than the Account Currency, Visa will convert the amount of the Transaction into the Account Currency at the applicable exchange rate on the day upon which it receives notification of the Transaction.
- 9.12 The Card may not be used to guarantee payment of cheques drawn on the Account.
- 9.13 The Card may not be used as payment for an illegal purchase and / or provision of illegal services.
- 9.14 Regular payments can be arranged using the Card by agreement with the relevant merchant. If you wish to amend or cancel these payments, you must contact and arrange this with the relevant merchant direct and retain written confirmation of such amendment / cancellation. We will not be liable should Transactions continue to be received following any amendment or cancellation.
- 9.15 If you require a copy sales or cash voucher we will need to request this from Visa. You should allow up to 60 days for this to be received. We reserve the right to make a charge for providing you with copy vouchers.
- 9.16 You must notify us in writing as soon as possible if you change your address or contact details.

10. Termination

- 10.1 We may terminate the agreement comprised in these Terms with immediate effect for any of the following reasons:
 - 10.1.1 we have reasonable grounds to suspect that you have provided us with false information;
 - 10.1.2 we have reasonable grounds to suspect that your Card or Account is being used for an illegal purpose;
 - 10.1.3 you behave in a threatening or violent way towards any of our staff or the staff of any third party on whom we rely to provide transactions to the cardholder;
 - 10.1.4 you are not entitled to open an Account;
 - 10.1.5 we have reasonable grounds to suspect that you have not complied with the security and PIN Terms appearing in paragraphs 5 and 6 above; or
 - 10.1.6 you continue to misuse the service by regularly going overdrawn without authority.
- 10.2 Notwithstanding paragraph 10.1 above, we may terminate the agreement comprised in these Terms at any time by giving you not less than 30 days' prior notice in writing. Upon receipt of such notice you confirm that you will immediately cut the Card in half through both the magnetic strip and the chip.
- 10.3 You may terminate the agreement comprised in these Terms by notifying us in writing, such notice to include a confirmation that the Card has been cut in half through the magnetic strip and chip. Termination shall be effective on receipt by us of the above notification.
- 10.4 The agreement comprised in these Terms shall be deemed to remain in full force and effect if and in so far as any Transaction is completed but not debited to the Account prior to termination of the agreement comprised in these Terms.
- 10.5 Termination of the agreement comprised in these Terms shall not prejudice any liability in respect of things done or omitted to be done prior to termination of the agreement comprised in these Terms.

11. Miscellaneous

Events beyond our control

- 11.1 In the event of any failure, interruption or delay in performance of our obligations resulting from acts, events or circumstances not reasonably within our control, including but not limited to industrial disputes, acts or regulations of any governmental or supranational bodies or authorities, breakdown, failure or malfunction of any telecommunications or computer services, we shall not be liable or have any responsibility of any kind for any loss or damage incurred or suffered by you as a result.

Changes to the Terms

- 11.2 Changes to these Terms will be made on the same basis as set out in the *General Terms and Conditions* applicable to you.

Complaints

- 11.3 Should you have any complaints in relation to our services, please address them to the Manager of the Bank in the jurisdiction in which your account is located. Contact details in respect of each of our Jersey and Isle of Man offices are set out at the end of these Terms. Our complaints handling procedure is available on our website or on request.
- 11.4 We will deal with all complaints in accordance with our procedures for handling complaints. We will provide an acknowledgement and initial response to your complaint in writing within 5 Business Days unless we reasonably expect to be able to provide a full response in writing within 10 Business Days.
- 11.5 The Isle of Man and Jersey operate financial services ombudsman schemes subject to eligibility criteria covering disputes relating to financial services offered in or from the Isle of Man or Jersey to individuals and, in the case of the Jersey scheme, also certain microenterprises and charities. In the unlikely event that we are unable to resolve your complaint, or if you remain dissatisfied, you may also complain directly to the relevant ombudsman, details of which will

be given to you should you contact us in relation to a complaint. You can also request this information from us at any time. In the case of the Isle of Man Financial Services Ombudsman Scheme, full details can be obtained at <https://www.gov.im/oft/ombudsman/> and in the case of Jersey, full details of the Channel Islands Financial Ombudsman (CIFO) can be obtained at <https://www.ci-fo.org/>. Persons to whom the CIFO Scheme applies must refer the matter to CIFO within six months of receiving a final response to a complaint.

Confidentiality

- 11.6 We will only use your personal information in accordance with applicable data protection laws and the *General Terms and Conditions* applicable to you.
- 11.7 You authorise the disclosure to any company within the Standard Bank Offshore group of companies, to any third party processors and / or card personalisation firms utilised by the Bank from time to time in any jurisdiction, such information in relation to the Cardholder, the Card, the Account and any Transaction as the Bank considers in its sole opinion to be necessary or desirable. The Bank may also disclose such information in relation to the Cardholder, the Card, the Account or any Transaction as may be required by law or Applicable Regulations.

Severance

- 11.8 If one or part of these Terms becomes invalid or unenforceable under any law, this will not affect the validity of the remaining terms.

Assignment

- 11.9 We shall be entitled to delegate, transfer or assign our rights, obligations and duties under these Terms (in whole or in part) to any other person whether inside or outside Jersey or the Isle of Man without your prior approval. You are not permitted to assign any of your rights in relation to your Account or under these Terms to any other person without our prior approval.

Third parties

- 11.10 Nothing in these Terms shall confer any right on any third party to enforce or enjoy the benefit of any aspect of these Terms. Without prejudice to the generality of the foregoing, it is not intended that any provision of these Terms shall be enforceable by virtue of the Isle of Man's Contracts (Rights of Third Parties) Act 2001 by any person who is not a party hereto.

Exclusion of Statutory Terms

- 11.11 To the extent permitted by law, the parties agree that no statutory terms (which shall include warranties, conditions or other contractual provisions) or rights, duties or liabilities imposed under the Supply of Goods and Services (Jersey) Law 2009 and / or the Supply of Goods and Services Act 1996 shall apply to any other party to the agreement in relation to this agreement.

Governing law and jurisdiction

- 11.12 These Terms and all matters pertaining to your Card will be governed by and construed according to the laws of the jurisdiction in which the Account holding office of the Bank is located.
- 11.13 Any disputes in relation to these Terms shall be subject to the non-exclusive jurisdiction of the courts of the jurisdiction in which the Account holding office of the Bank is located to which you submit.

Compensation

- 11.14 Standard Bank Jersey Limited is a participant in the Jersey Banking Depositor Compensation Scheme. Deposits made by a corporate entity with Standard Bank Jersey Limited are not eligible deposits for the purpose of the Jersey Banking Depositor Compensation Scheme. Full details of the Scheme are available on the States of Jersey website, or on request.
- 11.15 Deposits made with Standard Bank Isle of Man Limited are covered by the Isle of Man Depositors' Compensation Scheme set out in the Depositors' Compensation Scheme Regulations 2010. Deposits in a corporate account made with Standard Bank Isle of Man Limited are not eligible deposits for the purpose of the Depositors' Compensation Scheme. Full details of the Scheme are available on the Isle of Man Government's website, or on request.
- 11.16 Deposits made with Standard Bank Jersey Limited or Standard Bank Isle of Man Limited are not subject to the provisions of the UK's Financial Services and Markets Act 2000 for the protection of retail customers, and will not be protected under the UK Financial Services Compensation Scheme or the UK Financial Ombudsman Service.

General

- 11.17 Standard Bank Jersey Limited is regulated by the Jersey Financial Services Commission to conduct deposit-taking business under the Banking Business (Jersey) Law 1991. The principal business address of Standard Bank Jersey Limited is Standard Bank House, 47-49 La Motte Street, St Helier, Jersey, JE2 4SZ.
- 11.18 Standard Bank Isle of Man Limited is licensed by the Isle of Man Financial Services Authority under the Financial Services Act 2008. The principal business address of Standard Bank Isle of Man Limited in the Isle of Man is Standard Bank House, One Circular Road, Douglas, Isle of Man, IM1 1SB.
- 11.19 Standard Bank Isle of Man Limited and Standard Bank Jersey Limited place funds with other parts of the Standard Bank Group and thus their financial standing is linked to that of the Standard Bank Group. Depositors may wish to form their own view on the financial standing of the Standard Bank Offshore Group based on publicly available information. The latest report and accounts are available at www.standardbank.com/international.

Standard Bank Jersey Limited and Standard Bank Isle of Man Limited are both wholly owned subsidiaries of Standard Bank Offshore Group Limited, a company incorporated in Jersey on 23 March 1989 with registered number 43694 and whose registered office is at Standard Bank House, 47-49 La Motte Street, St Helier, Jersey, JE2 4SZ. Standard Bank Offshore Group Limited is a wholly owned subsidiary of Standard Bank Group Limited. Standard Bank Group Limited is a company incorporated in South Africa and has its registered office at 9th Floor, Standard Bank Centre, 5 Simmonds Street, Johannesburg 2001, Republic of South Africa. Standard Bank Group Limited is regulated by the South African Reserve Bank as a bank controlling company.

Standard Bank Jersey Limited

Standard Bank House
47-49 La Motte Street, St Helier
Jersey, JE2 4SZ

Telephone: +44 (0)1534 881011
Facsimile: +44 (0)1534 881199
Email: wealthandinvestment@standardbank.com

Standard Bank Isle of Man Limited

Standard Bank House
One Circular Road, Douglas
Isle of Man, IM1 1SB

Telephone: +44 (0)1624 643623
Facsimile: +44 (0)1624 643800
Email: personalbanking@standardbank.com