



VISA BUSINESS CARDHOLDER
TERMS AND CONDITIONS OF USE

In these terms and conditions of use ("agreement"), the business" means the public or private company or firm in whose name the First National Bank of Botswana Limited ("Bank") has opened an appropriate Visa business account ("account") and "cardholder" means each person nominated by the business as an authorised user and who in signing the application for the account has been allocated an "authorised user account" "Card" means any appropriate Visa Business Card and any renewals or replacements issued by the Bank and embossed in the name of the business and the cardholder, "Indebtedness" means the purchase price of goods, services and/or other facilities, the total value of cash advances, service or transaction fees and all other amounts in respect of which the card is used together with interest whether for the account or the authorised user account. The business's use of the account and each cardholder's use of the card and the authorised user account will be governed by this agreement. The business and each cardholder agree with the Bank as follows:

1. USE OF CARDS

Until the expiry date on a card, only the cardholder in whose name the card is issued and whose name is embossed thereon may use the card to obtain advances of money from the Bank, through the purchase of goods, services and/or other facilities or cash advances and for any other purpose which the Bank may permit from time to time. No authority given in terms of a Power of Attorney will entitle anyone other than the cardholder in whose name a card is embossed, to use the card. Cardholder must immediately on receipt of the card sign such with a ballpoint pen in the space provided.

2. CREDIT LIMIT

The business and cardholder will not permit indebtedness to exceed the card's credit limit established by the Bank from time to time. The credit limit appears on the Bank's monthly statement ("statement") issued in the name of the cardholder.

3. LIABILITY FOR INDEBTEDNESS

The business shall be liable to the Bank for all indebtedness, including indebtedness incurred by any cardholder and indebtedness which exceeds the credit limit. Each cardholder shall be jointly and severally liable with the business as a co-principal debtor for all indebtedness.

4. PAYMENT OPTIONS

The indebtedness will be paid by the payment due date appearing on the statement issued in respect of the account or authorised user account as follows -

- 4.1 within 25 days;
- 4.2 in full; or
- 4.3 such other payment notified to the business or cardholder from time to time.

In addition, any indebtedness exceeding a cardholder's credit limit will be paid immediately.

5. INTEREST

The business and the cardholder shall pay interest to the Bank on the indebtedness, at the annual percentage rate notified to the business or cardholder from time to time as follows -

- 5.1 Cash advances: interest is charged on cash advances from and including the day it is obtained.
- 5.2 Other indebtedness; interest is charged on all indebtedness other than cash advances from and including the date it is charged to the account, except that interest is not charged on indebtedness, other than cash advances which appear on the statement for the first time if all indebtedness shown on the statement is paid in full by the statements payment due date, and no indebtedness on the statement also appears on the previous statement. If the business or cardholder pays less than the full amount to the Bank, the business or cardholder is requesting the Bank to extend credit for which interest will be charged from the day the indebtedness is charged to the account until all amounts outstanding are paid in full.
- 5.3 Interest rate: interest is charged at the annual rate as displayed on billboards in all branches of the Bank.

The Bank may vary the rate of interest from time to time in accordance with 16. The business and cardholder will be advised of such change by written notice or on the statement. Interest accrues daily and is calculated by multiplying the outstanding interest bearing indebtedness on any day by the effective annual rate of interest and dividing by the number of days in the year.

6. APPLICATION OF PAYMENTS

Payments to reduce indebtedness shall be applied by the Bank in the following order: interest charges; transaction fees and other charges; billed cash advances; billed purchases; unbilled cash advances and unbilled purchases.

7. FEES AND OTHER CHARGES

This business and cardholder will pay the Bank -

- 7.1 an annual account fee;
 - 7.2 a service fee in respect of the authorised user account or each card, which will be -
 - 7.2.1 a transaction fee for each cash advance charged to the authorised user account;
 - 7.2.2 service fee which may vary from time to time, for obtaining a cash advance at an automated teller machine; and
 - 7.2.3 an annual authorised user account fee;
 - 7.3 an administration fee which can vary from time to time for each cheque received by the Bank in payment of the indebtedness which is subsequently dishonored;
- The above fees will be in the amount ("amount") described or may be notified to the business or cardholder by notice or statement from time to time as the case may be.

7. AUTOMATED TELLER MACHINES

After agreement between the Bank and the business, cardholder may be permitted to use the card together with such cardholder's Personal Identification Number ("PIN") to execute a transaction at any of the Bank's Automated Teller Machines and any other banking machines or terminals designated by the Bank from time to time, provided such cardholder has selected such PIN subject to the security procedures regarding the issuing of such. If cardholder has selected such PIN and has agreed to the procedures relative to such PIN, those procedures in addition to the terms hereof, apply to each transaction executed by such cardholder's card together with such cardholder's PIN. The cardholder must exercise all necessary precautions against loss or theft of the card or disclosure of the PIN ensuring that any record of the PIN is kept separate from the card.

9. STATEMENTS

The number of days covered by each statement will vary between 20 days and 3 days.

10. PURCHASES AND CASH ADVANCES MADE WITHOUT A CARD

If cardholder or anyone authorised to use the card provides a mandate whether such comprises a signed coupon, subscription voucher or telephone instruction or request, if permitted, a cash advance, or gives the account number to make a purchase or obtain a cash advance without presenting the card (such as for a mail order or telephone order purchase) the legal effect shall be the same as if the card was used by the cardholder and the sales voucher or other document or cash advance voucher was signed by the cardholder. The Bank shall debit the authorised user account with the amount of all card transactions and the business and cardholder will be liable to pay to the Bank all the amount so debited whether or not such a voucher or other document is signed by the cardholder and irrespective of any rights or obligations as between the merchant and the cardholder.

11. OWNERSHIP OR CANCELLATION OF CARD

The card is not transferable and remains the Bank's property at all times. Any card may be cancelled and its privileges revoked at any time by the Bank or its agent without prior notice to the business or cardholder. Cardholder shall not use a card which has been cancelled and the card shall be surrendered upon demand to the Bank or its agents. The business and cardholder shall be liable for any expense incurred by the Bank in reclaiming a cancelled card.

12. ENTIRE BALANCE DUE

Notwithstanding any other provision, all indebtedness shall, at the Bank's option, and without notice or demand being given, be

immediately due and payable, and this agreement may be cancelled without notice by the Bank, in the event of

- 12.1** the death or insolvency of any cardholder and the liquidation of the business or on failure by the cardholder or the business to pay any indebtedness or comply with any other obligation hereunder;
- 12.2** the institution of garnishes or attachment or execution proceedings involving the business or any cardholder or cardholder's property; or
- 12.3** a breach or default of any provision of this agreement. The business and cardholder shall be liable for all legal fees and expenses on an attorney and own client scale including attorney's 10% collection commission incurred by or on behalf of the Bank resulting from actions to recover the indebtedness. The Bank reserves the right to set off any indebtedness against any deposit to the account of the business or the cardholder.

13. CANCELLATION OR AMENDMENT OF AGREEMENT

- 13.1** The Bank may cancel this agreement and require immediate payment of the indebtedness, and may vary, amend or substitute this agreement by mailing a notice or sending it in any other way to the business or the cardholder at either the postal or physical address of the business (which physical address or the purposes of service of judicial process shall be both the business' and cardholder's domicilium citandi et executandi) appearing in the Bank's records, but both the business and the cardholder shall remain liable for all indebtedness. An amendment may apply both to existing indebtedness and to indebtedness arising after the amendment is made. Continued use of the card by the cardholder or maintenance of any indebtedness following the effective date mentioned in the Bank's notice shall be deemed an acceptance by both the business and the cardholder of such new provisions as from such effective date and no amendment of this agreement nor the renewal or replacement of a card will constitute a novation of this agreement.
- 13.2** All notices to the Bank must be posted by pre-paid registered post to the Bank's Card Division at Private Bag BO-113, Bontleing, Gaborone, Botswana. For the purpose of delivery or service of judicial process the Bank advises its address as being: Card Division, First Floor, Plot 1278, Old Lobatse Road, Gaborone, Botswana and if delivered, a receipt stating the date and time of delivery must be obtained. Should the business or the cardholder cancel this agreement, notice of cancellation must be accompanied by the card failing which cancellation will not be effective.

14. RESPONSIBILITY FOR SERVICE

The Bank incurs no liability to the business or the cardholder if any merchant denies or fails to honour the card or if there is a dispute as to the nature, quality or quantity of any goods or services acquired from the merchant it being acknowledged that no merchant is an agent of the Bank. All claims, including any right of set off by the business or cardholder, and any dispute regarding any sales voucher credit voucher or any other document, or any transaction involving a card or other use of the account or the authorised user's account, shall be settled directly between the merchant and the business or cardholder, as the case may be, and shall have no effect on the indebtedness. Any refund made by means of a credit voucher or other document issued by a merchant will be credited to the account or the authorised user account upon its receipt by the Bank from the merchant. Until the credit voucher or other document of the value thereof is received by the Bank, the indebtedness is payable to the Bank in accordance with the provisions of this agreement.

15. FOREIGN CURRENCY

All indebtedness incurred in a foreign currency is payable in Botswana currency converted at the exchange rate charged to the Bank on conversion plus a percentage of the converted amount of the value of the foreign transaction and which percentage can vary from time to time. This rate may not be the rate in effect on the date of the transaction. The business and the cardholder shall comply with all exchange control regulations as stipulated from time to time, by the Bank of Botswana.

16. ERRORS IN STATEMENTS; COPIES OF DOCUMENTS If the business or cardholder does not notify the Bank in writing within 30

days after the date of statement of any error or omission, the statement will be conclusively settled to be complete and correct except for any amount improperly credited to the account or the authorised user account. A microfilm or other copy whether signed or not of the sales voucher, cash advance voucher, or other document, in electronic or other form, relating to a transaction involving a card or other use of the account or the authorised user account will be sufficient to establish liability.

17. CARD LOSS OR THEFT

The business and the cardholder agrees to immediately notify the Bank if any card is lost or stolen or is used without either's authority. Such notification may be made verbally but must be confirmed in writing within 7 days. Delay in notification or written confirmation will be construed as negligence. Until notification of the loss, theft or unauthorised use of such card has been received by the Bank, both the business and cardholder shall be liable for -

- 17.1** all indebtedness resulting from the loss, theft or unauthorised use of such card which has incurred pursuant to any one or more transactions in which only such cardholder's card is being used to execute such transaction(s) concluded before the Bank is reasonably able to act unless the business or the cardholder has availed of lost card protection and in which case the business or cardholder will only be liable for indebtedness, up until receipt of the aforesaid written notice by the Bank; and
- 17.2** all indebtedness resulting from the loss, theft or unauthorised use of such card which has incurred pursuant to any one or more transactions in which such cardholder's card and PIN mentioned in 8 hereof have been used together to execute such transaction(s).

18. CREDIT INFORMATION

- 18.1** Both the business and cardholder hereby authorise and consent to the Bank receiving and exchanging with other persons any financial information about the business or the cardholder from time to time, including the sharing and exchange of credit information concerning the business and the cardholder, with any credit bureau with whom the business or cardholder has or may have financial dealings.
- 18.2** The business and cardholder consequently indemnify the Bank for any loss or damages arising as a result of incorrect information being processed by the Bank or credit bureau or any other person or company with whom the business or cardholder has or may have financial dealings or as a result of any information provided by the Bank in respect of the account or authorised user account. The Bank will however endeavour, to ensure that all information and data are correct.

19. OTHER USER

Notwithstanding any other provision contained in this agreement the business and cardholder shall be liable for all indebtedness resulting from the use of the card by any other person using the card with the express or implied consent of the business or cardholder.

20. CERTIFICATE OF BALANCE

A certificate signed by any manager of the Bank whose appointment need not be proved, as to the business or cardholder's indebtedness to the Bank or vice versa in respect of capital and/or interest and/or any other amount and as to any details relating to that indebtedness or as to any other matter regarding the account or the authorised user account, will be prima facie proof of the correctness of the contents thereof.

21. JURISDICTION

- 21.1** The Bank shall have the option -
 - 21.1.1** to institute any legal action arising out of this agreement in a Magistrate's Court notwithstanding the fact that the amount involved in such action may be beyond the jurisdiction of a Magistrate's Court, the business and the cardholder, the hereby consenting to such jurisdiction; or
 - 21.1.2** to institute such action in the High Court.
- 22.2** The business and the cardholder agree that the agreement, concluded in response to the application for the account, is deemed to have been concluded at Gaborone and any breach of the agreement is deemed to have taken place in Gaborone.