

NBV Debit Mastercard®

Terms and Conditions



As at 17/08/2021

1. INTRODUCTION

This document sets out the Terms and Conditions of the NBV Debit Mastercard®. It governs the operation and use of the NBV Debit Mastercard®. It is important that you read and understand this document. Please contact NBV if you do not understand, or are unsure about any aspect of the terms and conditions.

The NBV Debit Mastercard® is a payment facility that can be used to perform transactions on your account linked to it.

Once you have applied for a NBV Debit Mastercard® with us and take possession of the Card this means that you agree to these terms and conditions. These are to be read together with the Notice of Authority to Transact Business Banking.

The use of an NBV Debit Mastercard® and PIN are also subject to compliance with the requirements, limitations and procedures that are imposed by Mastercard® as well as to the NBV Electronic Banking Terms & Conditions.

The NBV Debit Mastercard® enables you to:

- make purchases at all retail outlets which accept Mastercard®, EFTPOS, over the phone or via the internet;
- withdraw cash at an ATM displaying the Mastercard® logo.

Please note that the NBV Debit Mastercard® is not a credit card, you will need to have sufficient money available in your account to cover your purchase/withdrawal.

2. DEFINITIONS

NBV/NBV Ltd/We/Us/Our/the bank means National Bank of Vanuatu Limited.

You/Your/User/Cardholder means *the person to whom a Card is issued with the authority of the Account Holder.*

Account means the NBV account linked to your NBV Debit Mastercard® and includes any overdraft or line of credit which may be attached to the Account.

Account Holder means the person or persons in whose name the Account is opened and who is a signatory to the Account.

AML-CTF refers to Anti Money Laundering and Counter Terrorist Funding legislation and regulations relating to Vanuatu and other relevant jurisdictions.

ATM means an automatic teller machine.

Business Day means any day on which NBV generally opens for business but excludes a day which is gazetted as a public holiday.

Card means a physical NBV Debit Mastercard® issued by NBV.

Card Transaction means any payment made or any amount charged for goods and/or services or and/or other benefits by, through or from the use of the Card in signature or the PIN or in any other manner.

Card Details means the information printed on the Card and includes, but is not limited to, the Card number and expiry date.

Cardholder means person who is at least 18 years of age and to whom NBV has issued a NBV Debit Mastercard®.

Card-Not-Present Transaction means a transaction where the NBV Debit Mastercard® is not physically presented to the Merchant making the sale. These transactions include but are not limited to internet, mail or telephone.

Chip Card refers to a standard size plastic debit or credit card that in addition to magnetic stripe has a microchip embedded in it.

Contactless Transaction means a Transaction that is carried out by holding the Card near a terminal which is enabled to accept contactless transactions.

EFT means Electronic Funds Transfer.

Eftpos means a merchant facility which allows customers to pay for their purchases and obtain cash using their NBV Debit Mastercard® (electronic funds transfer at point of sale).

EFT System means the shared system under which EFT Transactions are processed.

EFT Terminal means the electronic equipment, electronic system, communications system or software controlled or provided by or on our behalf or any third party for use with a card and PIN to conduct an EFT Transaction and includes, but is not limited to, an automatic teller machine or point of sale terminal.

EFT Transaction means an electronic funds transfer instructed by you through Electronic Equipment using your Card and/or PIN or Card Details but not requiring a manual signature.

Electronic Equipment includes, but is not limited to, a computer, television, telephone or an EFT Terminal.

EMV means Europay, Mastercard® and Visa, and is a global standard for payments using chip cards.

NBV Help Desk means NBV staff or authorised third parties engaged by NBV that provide customer support to resolve Cardholder issues relating to the Card or PIN.

Initial Card means the first Card to be issued to you.

Mastercard® refers to Mastercard® International Incorporated.

Merchant is a retailer or other provider of goods or services offering card payment services.

PayPass refers to the Contactless Transaction by which a NBV Debit Mastercard® may be used to complete a transaction by waving the Card over a merchant's PayPass enabled EFT Terminal without the need or a PIN/signature.

Physical Card means a physical NBV Debit Mastercard® that we issue to you to access your Account.

PIN means Personal Identification Number which is a set of numbers or code issued with a NBV Debit Mastercard® to enable you to use the Card.

Recurring Transaction means a regular transaction that you have authorised a merchant or third party to make on your account using the NBV Debit Mastercard® number.

Re-issue Card means a new card that is issued to you to replace a card that has been lost or stolen or used without your authorisation. It has a new card and PIN.

Replacement Card means a card that is issued to replace a card that has been damaged. The new card has the same card number and PIN as the previous card.

Third Party refers to anyone other than the Cardholder and NBV.

Transaction Limit means the maximum daily limit set by NBV on your Card.

Unauthorised Transaction refers to any transaction that is not authorised or made without your knowledge.

Vanuatu means the Republic of Vanuatu.

Vatu/VUV means the currency of Vanuatu.

3. CHANGES TO TERMS AND CONDITIONS

We may change the terms and conditions relating to your Card by giving you 30 days' notice (longer if required by law or any code that we subscribe to) if we:

- change the daily card limit;
- introduce or change a fee; or
- increase any liability for losses in relation to transactions made with your Card.

We will tell you by:

- writing to you; or
- advertising in a national or local newspaper; or
- posting the changes on our web site or social media outlets; or
- giving you notice in another way permitted by law.

We are not required to give you advance notice if an immediate change to the terms and conditions is needed for the security of cards, accounts or the processing of transactions.

4. YOUR CARD

4.1.1. OWNERSHIP

The NBV Debit Mastercard® remains the property of the NBV which may, at its sole discretion, suspend, block, terminate or cancel the NBV Debit Mastercard® at any time for valid reasons, with or without need of prior notice to you. The bank will not be liable for any loss suffered by the Cardholder as a result of the Card being suspended, blocked, terminated or cancelled.

4.1.2. ISSUING

You will collect your Physical Card and related PIN from the bank and then sign the back of the Card.

The Card is issued to you personally and you are not to give it to anyone else.

4.1.3. EXPIRY AND RENEWAL

Your Card has a set expiry date. Before this expiry date is reached, we will automatically issue a renewal card in the month during which the Card expires unless the Card is cancelled by NBV or voluntarily cancelled by you. You will receive notification that it is available for collection at your bank branch.

The expired card is to be destroyed by cutting it diagonally (ensure that the chip is also cut through) when you collect your renewal card.

If you do not require a replacement card you must notify the bank at least 60 days before the expiration date of your current card to arrange cancellation of the issue of a card.

4.1.4. REPLACEMENT CARD

If the Card becomes faulty or damaged or you have a change of name, you may order a replacement card from the bank. A fee may be charged for this.

We may decide not to issue you a replacement card without providing a reason.

4.1.5. CARD CANCELLATION

The Card always remains the property of the bank.

Bank Initiated Cancellation

The bank may cancel your Card and demand the return of the Card issued to you at any time without prior notice:

- for security reasons where your Card has been or is reasonably suspected to have been compromised and the compromise has been caused directly by you, an additional Cardholder or any other third party as a result of your conduct; or
- if the Account has been overdrawn or you have exceeded the available limit; or
- if you breach these terms and conditions or the Notice of Authority to Transact Business Banking and you fail to remedy that default within 14 days after having been issued with a written notice requesting that you remedy the default; or
- if the Account is closed or inactive; or
- if the bank believes that the use of the Card may cause loss to the Account Holder or the bank; or
- if you have discontinued using it; or
- for no specific reason.

The bank may capture your Card at an EFT terminal.

Cardholder Initiated Cancellation

You may cancel your Card at any time by giving the bank written notice. You must destroy the Card.

You must not use the Card after it has been cancelled.

4.1.6. LOST OR STOLEN CARD

If you believe your Card or PIN record has been lost or stolen or used without your authorisation you must notify the NBV Help Desk immediately via phone.

If your Card is lost, stolen or misused outside Vanuatu:

- notify a financial institution displaying the Mastercard® logo, or;
- notify Mastercard® Global Service locally or collect/direct dial 1-636-722-7111, or

If you contact Mastercard® Global Service:

- you will be given a reference number which you should retain as evidence of the date and time of your report, and;
- you should inform NBV as soon as you can that you have made a report to Mastercard® Global Service.

Once you have reported the loss, theft or misuse of your Card you must not use it again.

The bank is under no obligation to re-issue a Card to you following the loss, theft or unauthorised use of the Card issued to you.

5. PIN

You will receive a PIN mailer containing your PIN when you collect your initial Card. You may keep this PIN or you can change it at any NBV ATM.

You:

- must take all reasonable care to keep your PIN secret; and
- must not disclose your PIN to any other person; and
- should change your PIN from time to time for security reasons; and
- are not to allow any other person to use the Card and/or PIN.

6. USING THE CARD

6.1.1. GENERAL USE

You shall not use the Card (whether to effect payment or otherwise) in relation to any transaction or activity which is deemed illegal or prohibited under the laws of Vanuatu.

The Cardholder must not use the Card for payment of any unlawful purpose, including the purchase of goods or services prohibited by law.

6.1.2. SURCHARGE

Some ATM operators may impose a surcharge when you use their ATM to make a withdrawal. Surcharges will not appear as a separate item on your account statement but will be included in the total transaction amount shown. Where a surcharge is applicable, you will be prompted by the ATM to either accept the fee or cancel the transaction. If you accept the fee, the transaction will be processed, and the fee will be charged. If you do not accept the fee and cancel the transaction, the fee will not be charged. The fee will apply once you have confirmed the amount of the transaction. Once you have confirmed the transaction you will not be able to dispute the surcharge amount.

6.1.3. PAYPASS

Your Card may be used to pay for transactions using PayPass. These transactions are for smaller amounts and generally do not require a PIN. Your Card needs to be brought close to the EFT terminal for authorisation of a transaction. Before authorising a PayPass transaction you must check that the correct amount is displayed on the EFT terminal

Countries have different PayPass transaction limits. Transactions exceeding the limit will require your PIN.

7. TRANSACTIONS

The Account will be debited with all transactions authorised by the Cardholder.

All transactions are effective as at the date of the transaction and will be processed and posted to the Account on the date they are received by the bank. The date that the bank receives a transaction for processing may not be the date the transaction was made.

You accept and acknowledge that:

- not all EFT Terminal from which cash can be withdrawn will always contain cash; and
- any cash dispensed at any EFT Terminal is at risk once it becomes visible or available for you to collect; and
- any transaction made by you at an EFT Terminal cannot be cancelled, altered or changed by you.

7.1.1. WITHIN VANUATU

You can generally use your Card anywhere the Mastercard® symbol is displayed; however, we cannot guarantee that all Merchants or EFT Terminals will accept your Card.

We are not responsible if a Merchant or another financial institution refuses to accept or imposes restrictions on your Card.

Your Account will be debited with the amount of your purchase or withdrawal in vatu.

7.1.2. OVERSEAS

We are not responsible if a Merchant or another financial institution refuses to accept or imposes restrictions on your Card.

All transactions conducted overseas will be converted to Vatu by Mastercard®.

A currency conversion fee may be payable by you when you make a transaction on your Card in a currency other than Vatu, or you make a transaction on your Card in any currency that is processed by a card scheme or financial institution or billed by the Merchant outside of Vanuatu.

Note: Refunds in currencies other than Vatu are converted to Vatu as at the date they are processed by Mastercard® using an exchange rate determined by Mastercard®. This may lead to the Vatu amount of the refund being different to the original purchase amount because different exchange rates have been used on the processing dates.

7.1.3. AUTHORISATIONS

Some transactions on your Card require our authorisation, meaning the Merchant will ask us for authorisation before completing the transaction.

Once authorisation is obtained, it will reduce the amount of available funds in your Account. If circumstances occur where authorisation is obtained but the transaction is not completed then the available funds in your Account may be reduced for a period of time.

We have the right to deny authorisation if there is good reason, including but not limited to, insufficient funds in your Account, security of your Account or credit risk purposes.

We will not be liable to you or any other person for any loss or damage, including any consequential losses, which you or another person may suffer as a result of an authorisation not being granted.

7.1.4. PROCESSING

Transactions will not necessarily be processed to your Account on the same day they occur. The date that you conduct the transaction is referred to as the transaction date. Some transactions may be processed after the

transaction date. This is usually due to a Merchant's financial institution not processing the transaction on the transaction date.

7.1.5. CURRENCY CONVERSION AND TRANSACTION FEES

Transaction fees may apply to your Account for transactions through a non-NBV EFT terminal. If the amount of the transaction is more than your available balance, the transaction may be rejected, and no fees will be charged.

Transaction fees and currency conversion fees apply for the use of ATMs overseas. If the amount of the transaction is more than the available balance, the transaction may be declined.

If a Card transaction is converted into Vatu via dynamic currency conversion or a Cardholder preferred currency offered at certain overseas ATMs and Merchants, you acknowledge that the process of conversion and the exchange rates applied will be determined by the relevant ATM operator, Merchant, dynamic currency conversion service provider or Cardholder preferred currency service provider, as the case may be.

7.1.6. ACCOUNT STATEMENTS

A transaction record slip will be available for each financial transaction carried out with your Card at an EFT Terminal.

You should obtain, check and retain all transaction record slips including sales and cash advance vouchers issued to you for checking against your Account statements.

You should check your Account statement at least every 30 days to ensure that no Unauthorised Transactions have been debited to it. Failure to do this may result in a chargeback for an Unauthorised Transaction being rejected by Mastercard® because the claim is out of date.

7.1.7. TRANSACTION LIMITS

We may set a Transaction Limit in relation to your Account or a daily or monthly limit on the use of your Card at our sole discretion. You can find out what your limits are from the NBV Help Desk or the NBV website.

We or another party such as a Merchant may limit the amount of funds that are made available through electronic transactions, over any specific period of time for transactions that require the use of a card and PIN.

We may set aside or place a hold on your Account for any transaction on the day the transaction is presented to us for payment, or on the day we receive notice of the transaction. The amount set aside or held is only an estimated amount of the actual transaction and may not be identical to the actual transaction. We have the right to increase at any time the amount that we hold for any Card transaction which is denominated in a currency other than Vatu if we are of the view that the amount initially held when converted into foreign currency would not be sufficient to pay that Card transaction in full. Should we set aside or hold any amount, the available balance in your Account shall be reduced by such amounts that we set aside. You may not stop payment on such a transaction nor use any amount set aside or held by us. Where applicable, we may set aside or hold amounts for up to thirty (30) days after which we shall debit your Account for the full amount of the actual transaction.

You may make a Card transaction only if there are sufficient funds in your Account to cover the transaction and any charges and the total amount shall not exceed the Transaction Limit that we have set for your Account. We

may refuse to authorise any transaction that you wish to make even if the transaction will not cause your Transaction Limit to be exceeded.

We may in our discretion and without giving prior notice approve, authorise or allow any Card transaction to be made during any period even though the transaction will result in your Account being overdrawn and/or the Transaction Limit being exceeded as a consequence. Our determination on whether your Transaction Limit has been exceeded shall be conclusive and binding on you.

7.1.8. OVERDRAWN SITUATIONS

Using your NBV Mastercard® Debit Card only gives you access to the funds available in your Account and does not give you access to any credit funds beyond the available funds in your Account, such as to enable you to perform transactions which, either alone or together, result in more than the amount of the funds available being debited. However, circumstances may arise in which your Account may be overdrawn and amounts in excess of available funds in your Account are debited. It is your responsibility to ensure prior to undertaking any transactions via ATMs, EFTPOS or online purchase that you have sufficient funds in your Account.

If after the debit to your Account of any amount held or set aside for up to seven (7) days, a transaction is sent for authorization and you have in the meantime used sufficient of the funds in your Account it may result in your account becoming overdrawn. Where a transaction initiated by yourself or the Merchant overdraws your account, normal overdraft charges applicable to your Account will apply.

7.1.9. RECURRING TRANSACTIONS

You can make a Recurring Transaction payment arrangement with a Merchant, to allow regular payments from your Card number (as opposed to your Account number).

All changes or cancellations to this arrangement must be completed with the Merchant as soon as possible before the next payment date. Changes include your Card number or the expiry date changing.

Closing your Card will not automatically stop any further Recurring Transaction payment arrangements being attempted.

If a Merchant continues with Recurring Transactions after being instructed by you to stop, contact the bank to arrange for Mastercard® to intervene. Fees will apply for this.

7.1.10. CHARGEBACKS

Where you have authorised a Merchant to transact on the Account by providing your Card number or used your Card to make a purchase, you may be entitled to reverse (chargeback) the transaction where you have a dispute with the Merchant. For example, you may be entitled to reverse a transaction where the Merchant has not provided you with the goods or services you paid for and you have tried to get a refund from the Merchant and were unsuccessful.

It is your responsibility to engage with the Merchant to try and obtain satisfaction of the disputed transaction. Chargeback requests are only to be submitted for unresolved transaction disputes.

To avoid losing any rights you may have for transactions other than unauthorised EFT Transactions you should:

- tell us within 30 calendar days after the date that the transaction appears on your Account statement; and
- provide us with any information we ask for to support your request.

Disputes will be resolved in accordance with Mastercard® chargeback/dispute processes and procedures.

Chargebacks generally cannot be initiated on Mastercard® 3D Secure merchant transactions.

A fee is payable for lodging a chargeback request and a minimum transaction amount also applies.

8. FEES AND CHARGES

NBV may debit the Account with fees and charges relating to your Card.

We will debit your Account, or any other account you maintain with us, for any amount that you owe us (Card transactions, fees, charges or otherwise) even if your Account overdraws as a consequence. Fees referred to above are not refundable.

You may be charged an ATM withdrawal fee for using non-NBV ATMs; this fee is not applied by us but is charged to your account by the ATM operator and a message will be displayed prior to the transaction being completed.

Fees and charges may change from time to time.

9. AML-CTF & SANCTIONS

You agree that:

- you will provide to the bank all information reasonably requested in order for the bank to comply with fraud monitoring and AML-CTF obligations imposed on it pursuant to legislation and Mastercard® scheme rules;
- the bank may be legally required to disclose information about you to regulatory and/or law enforcement agencies;
- the bank may block, delay, freeze or refuse any transactions where it considers reasonable grounds exist to believe that the relevant transactions are fraudulent, in breach of AML-CTF legislation, any Mastercard® scheme rules or any other relevant law;
- where transactions are blocked, delayed, frozen or refused by the bank in accordance with this section the bank is not liable for any loss suffered by you or other third-parties arising directly or indirectly as a result of the bank taking this action;
- the bank will monitor all transactions that arise from your use of the Card in accordance with the obligations imposed on it by AML-CTF legislation and Mastercard® scheme rules.

10. SYSTEM MALFUNCTION

We will make every effort to have our services available to you 24 hours a day, 7 days a week but there may be times where they are partially or fully interrupted due to circumstances outside our control.

We will not be liable to you for any loss caused by the services not working as they should if you were aware, or should have been aware, that the services were unavailable for use or were not working as they should.

We will take reasonable steps to correct the errors in your Account and to refund any fees which would not have been charged to you if the system was working as it should.

It is your responsibility to use other methods of access if for any reason you are unable to use our services.

11. LIABILITY

This section applies to Unauthorised Transactions made by someone without your consent.

When you are not liable for loss

You are not liable for any loss:

- caused by fraud or negligence by one of our employees or agents, third parties involved networking arrangements; or Merchants or agents or employees of Merchants;
- before you actually receive your Card and PIN;
- where the losses relate to your Card or PIN being forged, faulty, expired or cancelled;
- where a transaction has been debited to your Account more than once in error;
- after you have reported your Card lost or stolen or misused;
- where it is clear that you did not contribute to any unauthorised use of your Card, or

When you are liable for loss

Where we can prove that you contributed to the loss:

- through fraud;
- by breaching any security requirement or by acting with carelessness in relation to the security of your Card and/or PIN;

You will be liable:

- in full for the actual losses that occur before the loss, theft or misuse of security is reported to us;
- for losses arising from Unauthorised Transactions that occur because you contributed by leaving your Card in an ATM; and
- where we can prove that you contributed to the losses by:
 - delaying the reporting to us of misuse, loss or theft, or
 - breaching the security of your details.

12. MASTERCARD® ZERO LIABILITY PROTECTION

Under Mastercard®'s Zero Liability policy you will not be held liable for Unauthorised Transactions:

- if you have exercised vigilant care in safeguarding your Card from risk of loss, theft or unauthorised use; and
- you have immediately and without delay notified NBV of the loss, theft or unauthorised use; and
- you have not reported 2 or more incidents of unauthorised use in the preceding 12 months; and
- your Account is in good standing; and
- you have complied with these terms and conditions of use.

This protection does not cover unauthorised transactions where your PIN has been used.

13. PRIVACY AND INFORMATION COLLECTION AND DISCLOSURE

The bank may collect your personal information:

- to identify you in accordance with AML-CTF legislation and Mastercard® scheme rules;
- to provide information about a product or service;
- to consider your request for a product or service;
- to provide you with a product or service;

- to assist in arrangements with other organisations in relation to the provision of a product or service;
- to perform administrative and operational tasks;
- to prevent or investigate any fraud or crime (or suspected fraud or crime);
- as required by relevant laws and scheme rules.

In some circumstances the bank may collect your personal information from a third-party service provider. For example, NBV may collect, from the provider of a payments platform where your transactions are stored, information about the transactions you undertake. NBV may also collect information from other participants in the payments system and other financial institutions in order to resolve disputes or errors. We collect this information in order to manage the service they provide to you, consistent with these conditions of use.

NBV may provide your information:

- to another member of its group;
- to any outsourced service providers (e.g., AML or data switch providers);
- to correspondent banks that NBV uses for the purposes of compliance with laws or regulations;
- to regulatory bodies, government agencies, law enforcement bodies and courts;
- to other parties as is authorised or required by law;
- to participants in the payments system and other financial institutions for the purpose of resolving disputes, errors or other matters arising out of your use of your Card or third-parties using your Card or Card Details.

To facilitate transaction identification and to assist with the identification of suspicious or fraudulent transactions, your personal information and transaction details may be sent to countries other than Vanuatu. By using your Card, you agree that your personal information and transaction details may be sent overseas for the purposes of assisting with the identification of suspicious or fraudulent transactions or as required by law.

14. EXCLUSIONS AND WARRANTIES

We do not warrant that Merchants displaying Mastercard® signs or promotional material will accept the Card in payment for goods and services.

We do not accept any responsibility should a Merchant, bank or other institution displaying Mastercard® signs or promotional material, refuse to accept or honour your Card.

We are not responsible for any defects in the goods and services acquired by you through the use of the Card. You acknowledge and accept that all complaints about these goods and services must be addressed to the supplier or Merchant of those goods and services.