

CONDITIONS OF USE

THE USE OF A FIRST GLOBAL BANK LIMITED INTERNATIONAL CREDIT CARD IS GOVERNED AT ALL TIMES BY THE TERMS AND CONDITIONS SET FORTH IN THE VISA GOLD/PLATINUM CARDHOLDER AGREEMENT AND THE CONDITIONS OF USE DETAILED HEREIN.

These Conditions of Use comprise part of and are made pursuant to the Visa Gold/Platinum Cardholder Agreement (the "Principal Agreement" as may be amended and/or replaced by the Bank from time to time in the manner provided) and are subject to and governed in their entirety by the Principal Agreement (and the Principal Agreement is hereby incorporated herein by reference) and each Applicant herein hereby acknowledges that the Principal Agreement will govern the use of the Card and is binding upon him upon the signing of this application form on the reverse of this Conditions of Use and/or the acceptance, signing and/or use of the Card by the Principal Cardholder. Words given a defined meaning in the Principal Agreement shall bear the same meaning when used in these Conditions of Use.

1. In this Agreement:
 - (a) "Account" means the account maintained by us for you in the name of the Principal Cardholder in connection with the use of the Card and includes a joint account applied for by more than one person.
 - (b) "Bank", "we", "our" and "us" means First Global Bank Limited, its successors, transferees and assigns.
 - (c) "Billing Period" means the period between the dates of any two (2) consecutive Monthly Statements. The number of days in this period may vary.
 - (d) "Card" means any credit card including any additional or renewed card supplied by us from time to time to the Cardholder under this Agreement, and "Card Number" means the identifying number on the Card.
 - (e) "Cash Advance" means any payment of cash obtained by use of the Credit Card.
 - (f) "Credit Card Cash Limit" means the maximum total amount of Cash Advances permitted by the Bank from time to time in respect of the Card.
 - (g) "Credit Limit" means the maximum debit balance allowed on your Account.
 - (h) "Merchant" means the Corporation, Firm or individual who has agreed to honour the Card upon presentation by the Cardholder.
 - (i) "Monthly Statement" means any statement of account as described in section 6 of the Principal Agreement.
 - (j) "Person" means any person, individual, company, firm, corporation, government, state or agency of a state, or any undertaking whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists.
 - (k) "PIN" means a Personal Identification Number we issue for use with a Card.
 - (l) "Principal Cardholder" means the initial cardholder/s on the Account (that is the cardholder/s in whose name/s an Account is maintained by the Bank), and "Additional Cardholder" means any other person or persons to whom or for whose use we supply a Card at the request of the Principal Cardholder as per clause 34 herein and the "cardholders" means the Principal Cardholder(s) together with the Additional Cardholder(s).
 - (m) "Purchase" means any payment for goods or services obtained by the use of the Card or Card Number or PIN.
 - (n) "Transaction" means the Purchases and Cash Advances, together with the use of any other facilities or purposes permitted by the Bank from time to time, conducted by the Principal Cardholder and the Additional Cardholders with the use of the Card and or the Card Number and or the PIN.
 - (o) "you" and "your" means the Principal Cardholder and includes Additional Cardholders where the context so admits or requires.
2. The Card must be signed by the Cardholder immediately upon receipt and may only be used:
 - (a) By the Cardholder after it has been signed.
 - (b) Subject to the terms of the Principal Agreement and the Conditions of Use, which are in force at the time of use.
 - (c) Within the Credit Limit of the Account.
 - (d) To obtain the facilities and benefits from time to time made available by the Bank in respect of the use of the Card.
 - (e) Subject to the right of the Bank, 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 refuse any request for authorization of, any particular Transaction and request the immediate return of the Card.
3. The Bank will debit the Account with the amount of all Transactions and any other liabilities of the Cardholder and any loss incurred by the Bank arising from the use of the Card. The Principal Cardholder will be liable to pay to the Bank all amounts so debited whether or not a Sales Voucher or Cash Advance Voucher or other such document is signed by the Cardholder.
4. The Bank is authorized to debit the Account with all charges pertaining to the acquisition of the Card, and/or its renewal and/or its replacement in the event of loss and/or theft and/or damage.
5. Whenever the Card is used for Transactions or for other services as provided by the Bank from time to time the Cardholder shall sign a Sales Voucher or Cash Advance Voucher or other such relevant document, but if this is not done, the Cardholder will nevertheless remain liable to pay the Bank all amounts debited to the Account.
6. Whenever the Card is used in conjunction with an Automatic Banking Machine ("ABM") it must be used only in accordance with the terms and conditions of the Principal Agreement and these Conditions of Use in force for the time being. In particular Cash Advances (called "withdrawals" in this clause) must not exceed the Credit Card Cash Limit.
7. If a Merchant issues a refund voucher in respect of a Purchase, the Bank will credit to the Account the amount shown to be due when it receives the refund voucher or other similar refund verification acceptable to the Bank via the VISA system. Unless such refund or verification is received by the Bank via the VISA system the amount will be payable in full to the Bank and no claim by the Cardholder against the Merchant may be subject of set-off or counter claim against the Bank.
8. The Bank will not be liable in any way if the Card is not honoured by a third party or for any retention of a Card by the Bank, any other financial institution, or any Merchant.
9. No Card may be used after its expiry date.
10. No Card may be used for illegal Transactions.
11. In case of a joint Account, the liability of the Principal Cardholders shall be joint and several.
12. The Card remains the property of the Bank at all times and must be returned by the Cardholder to the Bank, or any other person acting for the Bank, at the request of the Bank.
13. The Bank may at any time and without notice, cancel or suspend the right to use the Card entirely or in respect of specific facilities or refuse to re-issue, renew or replace any Card, without in any case affecting the Cardholder's obligations to the Bank which shall continue to be in force.
14. The Cardholder will exercise all possible care to ensure the safety of the Card and will prevent the PIN from becoming known to any person. The Cardholder will not disclose the Card Number to any third party except for the purpose of a Transaction or when reporting the actual loss or theft or damage to the Card.
15. If the Card is lost, stolen or for any other reason liable to misuse or if the PIN is disclosed in breach of the terms of the Principal Agreement and the Conditions of Use, the Cardholder must immediately notify the Bank's Credit Card Centre or any branch of the Bank. This notice, if given Orally, must immediately be confirmed by the Cardholder, in writing or by fax to the Bank's Credit Card Centre.
16. The Cardholder will give to the Bank all the information in the Cardholder's possession as to the circumstances of the loss, theft or misuse of the Card. In the event of any such loss, theft or misuse being suspected, the Bank may provide the police or other pertinent authority with any information it considers relevant whether relative to the Account or otherwise.
17. The Bank shall not be liable if it is unable to perform its obligations due directly to the failure of any machine, data processing system or transmission link or to industrial dispute or to any cause outside the control of the Bank, its agents, servants or sub-contractors.
18. 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 upon dispatch.
19. The Credit Limit must not be exceeded at any time without the Bank's prior approval. In the event that the established Credit Limit is exceeded, a charge of Jamaican \$1500.00 for the Gold Card and US\$25.00 for Platinum Card will be payable by you to the Bank. In any event, however, the minimum payment due shown on the Principal Cardholder's Monthly Statement must be paid by its due date.
20. The Bank may vary the Credit Limit at any time from time to time. Such change shall be advised to the Principal Cardholder by prepaid post at least 15 days prior to the effective date of change or within the time considered reasonable by the Bank.
21. The Cardholder may at any time pay the entire balance outstanding on the Account. In any event, however, the minimum payment due shown on the Principal Cardholder's monthly statement must be paid by its due date.
22. The minimum payment to be made shall be the total amount due on the account at the end of the Billing Period in respect of any one or more of the following:
 - a) 5.00 % of the outstanding balance due at the end of the billing period (or such other rate or amount as the Bank may in its sole discretion notify the Cardholder from time to time) and/or
 - b) Any minimum payment(s) due and unpaid (if any) in respect of any previous Billing Period or Billing Periods which remain unpaid (either wholly or partially) at the end of the current Billing Period; and /or all interest and other charges accrued due under the terms of the Principal Agreement at the end of the current Billing Period.
 - (c) All interest and other charges accrued due under the terms of the Principal Agreement at the end of the current Billing Period. The minimum payment so advised will be rounded up to the next whole dollar. The payment due date shall be at least 20 days from the end of the current Billing Period or otherwise as deemed fit by the Bank.
23. A late payment fee of Jamaican \$1500.00 in respect to the Gold account and US\$ 25.00 in respect to the Platinum account due in respect of any Billing Period, will be payable by the cardholder if payment of that Minimum Payment is overdue.
24. Payments made to the Account will be applied in the following order:
 - (a) Interest on overdue payments in respect of any Billing Periods;
 - (b) Interest on amounts due at the end of the current Billing Period;
 - (c) Fees on amounts in excess of the Credit Limit;
 - (d) Annual fees and all other fees and charges accrued due under the terms of this the Principal Agreement and these Conditions of Use not otherwise specifically set out in this clause;
 - (e) Overdue payments on account of principal in respect of any Billing Periods;
 - (f) Amounts in excess of the Credit Limit.
 - (g) Amounts on account of principal due at the end of the current Billing Period.
25.
 - (a) In the event that the Principal Cardholder does not receive a Monthly Statement within ten (10) calendar days after the end of the relevant Billing Period, then the Principal Cardholder must so advise the Credit Card Centre immediately and arrange to take delivery of a copy of that statement. The Principal cardholder is liable to pay the sum due and owing on a Monthly Statement whether or not such Monthly Statement is received.
 - (b) Any queries concerning an entry on a Monthly Statement must be made in writing by the Principal Cardholder to the Credit Card Centre within 30 calendar days after the end of the relevant Billing Period after which time the Bank will not be obliged to consider any query.
26. Payments to the Account may be made at any branch of the Bank or at the Credit Card Centre. The Credit Card Centre will not, however, accept payment in cash provided that this will provision will be exercised at the discretion of the Bank.
27. Interest will be computed on the average daily balance during the Billing Period. The average daily balance is calculated by taking the beginning balance each day, adding the value of any Transaction that day, subtracting any payments and credits posted that day. All the ending daily balances for the Billing Period are then totaled and divided by the number of days in the Billing Period. Interest will be calculated at monthly periodic rates on the average daily balance for the Billing Period. Interest rates may be changed by the Bank at any time and from time to time in its sole discretion. The Bank may change the method of computation of interest at any time and from time to time in its sole discretion.
28. No interest will be payable on any amounts debited to the account if the outstanding balance is paid in full by the payment due date shown on the Principal Cardholder's Monthly Statement. In default of payment aforesaid, interest as set out above will be payable from the date of the transaction until payment is made in full.
29. Where the Card is used to obtain Cash Advances a handling charge of 5% of the amount so obtained will be payable by the Cardholder to the Bank. Cash Advances shall not exceed the Credit Card Cash Limit or in any event the Credit Limit.
30. An annual fee of Jamaican \$3,000.00 for our First Global International Visa Gold Card in respect of the Card issued to a Principal Cardholder and of Jamaican \$1500.00 in respect of each additional Gold Card issued to the Cardholder must be paid whether or not the Gold Card is used.
31. An annual fee of US\$75.00 for our First Global International Visa Platinum Card in respect of the Card issued to a Principal Cardholder and of US\$25.00 in respect of each additional Platinum Card issued to the Cardholder must be paid whether or not the Platinum Card is used.
32. A fee of Jamaican \$1,500.00 will be charged for our First Global International Visa Gold Card in respect of each Gold Card Account and each Gold Card issued to replace a lost/stolen/damaged card.
33. A fee of US\$8.00 will be charged for our First Global International Visa Platinum Card in respect of each new Platinum Card Account and each Platinum Card issued because of lost/stolen/damaged card.
34. The Bank may in its sole discretion issue an additional card for the use of any person who is nominated in writing by the Principal Cardholder. The Principal Cardholder shall be liable for the use of the additional Card as if he had used it himself and for all amounts arising from or losses incurred by the Bank in connection with or arising from the use of the Card (whether by act or omission) by the Additional Cardholder (including any use in breach of the terms of the Principal Agreement or these Conditions of Use which the Bank shall be under no duty to prevent) which may be debited to the Card account. In addition to any of its other powers, the Bank may cancel any Card issued to an Additional Cardholder at any time upon the written request of the Principal Cardholder and the return of such Card to the Bank or upon the surrender to the Bank of such Card by the Additional Cardholder.
35. The Bank may vary the Principal Agreement and/or these Conditions of Use at any time or times in its sole discretion whether or not a similar amendment is made to the Principal Agreement and/or these Conditions of Use at any time or times in its sole discretion with any other Principal Cardholder(s) provided that at least 15 days prior notice, or such notice as deemed necessary by the Bank, of any such change is given to the Principal Cardholder and a variation so notified shall be binding upon the Cardholder (including, for the avoidance of doubt, an Additional Cardholder).
36. Notwithstanding anything to the contrary set out elsewhere in the Principal Agreement or these Conditions of Use, the Bank shall have the right in its sole discretion at any time and from time to time to demand immediate repayment of all monies due to it by the Principal Cardholder under the terms of this the Principal Agreement.
37. The Bank may vary the Principal Agreement and/or these conditions at any time or times in its sole discretion whether or not a similar amendment is made to the Principal Agreement and/or condition(s) with any other Principal Cardholder(s) provided that at least 15 days prior notice, or such notice deemed necessary by the Bank, of such change is given to the Principal Cardholder and a variation so notified shall be binding upon the Cardholder (including, for the avoidance of doubt, an Additional Cardholder).
38.
 - (a) The Principal Cardholder may terminate the Principal Agreement (and thus these Conditions of Use would cease to be of effect upon termination) by written notice to the Bank but such termination shall only be effective when such notice and all cards issued to the principal Cardholder and all Cardholders have been returned to the Bank or otherwise at the discretion of the Bank confirmed in writing.
 - (b) The Bank may terminate the Principal Agreement (and thus these Conditions of Use would cease to be of effect upon termination) at any time without notice and here upon cancel or refuse to renew the Cards issued to the Principal Cardholder and all Cardholders.
 - (c) The Bank may also suspend or cancel the use of the Card in the event of any breach of the terms of the Principal Agreement or these Conditions of Use by either and/or any one of the Principal Cardholder(s) or any Additional Cardholder(s).
 - (d) Unless and until termination takes place as provided for in the Principal Agreement or the Conditions of Use, the Bank may, at its discretion, provide a new Card for each or any of the cardholders from time to time.
 - (e) These rights are in addition to any other rights or remedies which the Bank may have whether to recover outstanding debts or otherwise and the Cardholder's liabilities will continue until such time as all amounts of whatever nature due to the Bank under the Principal Agreement and/or the Conditions of Use (including, but not limited to, interest and other charges) have been paid in full.
39. Any and all disputes between a Cardholder and a Merchant or any third party in respect of any 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(s) in respect of any and all claims arising therefrom whether by the Merchant or any third party.
40. The Principal Cardholder shall immediately notify the Bank at its Credit Card Centre in writing of any change of name or address.
41. If any part of the Principal Agreement or these Conditions of Use is found to be invalid, the rest remains effective.
42. The International Gold and Platinum Card shall be so designated by the Bank and;
 - (a) Its use will be at all times subject to any statutory restrictions/regulations or which may be imposed from time to time by the Bank of Jamaica or any other governmental or other authority
 - (b) The amount of any Gold Card Transaction in a currency other than Jamaican Dollars will be converted to Jamaican Dollars at a rate of exchange determined by the Bank for the date when the Card Transaction is debited to the Gold Card Account.
 - (c) The amount of any Platinum Card Transaction in a currency other than United States Dollars will be converted to United States Dollars at a rate of exchange determined by the Bank for the date when the Platinum Card Transaction is debited to the Platinum Card Account.
43. Where the Cardholder maintains any other account(s) with the Bank, the Bank has the right at any time without notice to set off or transfer any sum standing to the credit of the Cardholder, in or towards satisfaction of the liabilities of the Cardholders under this the Principal Agreement and these Conditions of Use whether the accounts are maintained in JS or in any other currency, alone or jointly with others. Further the Bank may use security otherwise pledged towards the indebtedness of the cardholder to meet the indebtedness accrued hereunder.
44. All fees and other charges to the Account may be changed at any time by the Bank in its sole discretion and the Bank may introduce such fees and charges as it deems fit from time to time.
45. Notwithstanding the other provisions of this Agreement notice may be deemed effective by the Bank upon dispatch at its discretion.
46. The Principal Agreement and these Conditions of Use shall be governed by the Laws of Jamaica.
47. Where the provisions of these Conditions of Use conflict in substance with the provisions of the Principal Agreement the provisions of the Principal Agreement shall prevail.