

Dr Roys Dr, George Town, Cayman Islands phone: +1 345 949 7822 - provenbank.com

## **PERSONAL DETAILS**

Mr	Ms Mrs	Miss				
First Name		Middle Initial	Last Name			
Birth Date	/	irth Place	Account Number			
IDENTIFICAT	Driv Lice		Issue Date			
RESIDENTIAL	L STATUS: Nationality		Permanent Work Permit C Resident Holder S	Other Specify		
ADDRESS: P	РО Вох	Apartment/ House Number	Street			
	City/ Fown					
Т	Tel (H)	Tel (C)	E-mail			
EMPLOYMENT Employed By/ Source of Income Position						
ADDITIONAL CARDHOLDER						
Mr	Ms Mrs	Miss				
First Name		Middle Initial	Last Name			
ADDRESS: P	PO Box	Apartment/ House Number	Street			
	City/ Fown					
Т	Гel (H)	Tel (C)	E-mail			

## ADDITIONAL CARDHOLDER Miss Middle Initial First Name Last Name Apartment/ ADDRESS: PO Box Street House Number City/ Town Tel (C) Tel (H) E-mail Driver's **IDENTIFICATION INFORMATION Passport** Number Issue Date License **Expiry Date** PLEASE READ CAREFULLY AND SIGN AT × Applicant's I am asking PROVEN Bank to open a Card account and issue a Card in my name (and to the Signature person(s) named above, if additional Cards are allowed). I acknowledge that if an additional Card(s) is issued on my Card to the person named above, I agree to be liable for all charges to my Card account, and for those charges incurred with any additional Card(s) issued. I agree Date to be bound by the terms printed on the back of the Card unless I notify the bank in writing and cut the Card in half, returning both halves to PROVEN Bank. If either the PROVEN Bank or I terminate the Card agreement, all Cards issued on my account will be cancelled automatically. Applicant's By signing this application, I confirm that all statements and disclosures are correct and that Signature all transactions are and will be beneficially owned by me. Further I authorize PROVEN Bank where necessary to verify my source of funds by means of exchange of information about me D now and in the future with other financial institucions, etc. and hereby agree to indemnify and Date save harmless PROVEN Bank, affiliates and subsidiaries from all claims from such exchange. FOR BANK USE ONLY I certify that I have reviewed the above info and supporting docs and confirm that it fulfils all the requirements of the Financial Transaction Reporting Act, 2000, The Suspicious Transaction Guidelines and all subsequent amendments & additions thereto the Prepared by: Approved by:

### CARDHOLDER AGREEMENT

### Terms and Conditions/Definitions for the PROVEN Visa Prepaid Card

#### **Definitions**

This Cardholder Agreement ("Agreement") outlines the terms and conditions under which the PROVEN Visa Prepaid Card ("PROVEN Prepaid") has been issued to you by PROVEN Bank (Cayman) Limited ("PROVEN Bank" or "Issuer").
"Card" means the PROVEN Visa Prepaid Card issued to you by PROVEN Bank. Your Card Account

"Card" means the PROVEN Visa Prepaid Card issued to you by PROVEN Bank. Your Card Account is administered by PROVEN. By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement.

"Card Account" means the records we maintain to account for the value of claims associated with the Card. "Account Number" means the 16-digit number used to identify your Card Account. "Card Number" is the 16-digit number embossed on your Card. "You" and "your" mean the person

"Card Number" is the 16-digit number embossed on your Card. "You" and "your" mean the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement.

Agreement. "We," "us," and "our" mean PROVEN Bank, our successors, affiliates or assignees. "PROVEN" means PROVEN Bank (Cayman) Limited.

#### General Terms

You acknowledge and agree that the value available in the Card Account is limited to the funds that you have loaded into the Card Account on your behalf. You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card is identified on the front of your Card. The Card is a prepaid card. The Card is not connected in any way to any other account you may have. The Card is not a credit card. The Card is not for resale. You will not receive any interest on your funds in the Card Account. The Card will remain the property of the Issuer and must be surrendered upon demand. The Card is nontransferable and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Card is not designed for business use, and we may close your Card if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

Our business days are Monday through Friday, excluding Cayman Island holidays, even if we are open. Any references to "days" found in this Agreement are calendar days unless indicated otherwise.

Write down your Card Number and the customer service phone number provided in this Agreement on a separate piece of paper in case your Card is lost, stolen, or destroyed. Keep the paper in a safe place. Please read this Agreement carefully and keep it for future reference.

#### Fees and Limitations

All fee amounts will be withdrawn from your Card Account and will be assessed as long as there is a remaining balance on your Card Account, except where prohibited by law. Any time your remaining Card Account balance is less than the fee amount being assessed, the balance of your Card Account will be applied to the fee amount resulting in a negative balance on your Card Account. If that occurs, funds subsequently deposited into your Card Account will be applied to the negative balance.

The following fees and usage limits apply to your Card Account. Transaction fees and usage limits may change without prior notice, except as required by law. For example, you may not receive prior notice of a change if the change is made for security purposes.

Description	Fee - PROVEN Visa Prepaid Card
Activation Fee/Annual Fee	\$0.00
Replacement Card Lost/Stolen	\$25.00
Additional Card Fee	\$15.00
Additional Card Annual Fee	\$15.00
Inactive Fee (after 90 days of no activity)	\$2.00 Monthly
Point of Sale Transactions	\$0.50 per transactions
Cash Withdrawal Fee	\$5.00
Loading/Reloading Fee	\$2.00
Service Charge	\$25.00
Statement Request	\$5.00
Dispute Fee	\$25.00

If you use an ATM not owned by PROVEN for any transaction, including a balance inquiry, you may be charged a fee by the ATM operator even if you do not complete a withdrawal. This ATM fee is a third party fee amount assessed by the individual ATM operator only and is not assessed by PROVEN. This ATM fee amount will be charged to your Card.

### **Usage Limits**

Transaction Type	Frequency and/or Dollar Limits (for typical transactions)
Cash Withdrawals (ATM)	\$1,000.00 per day
Cash Withdrawal (Over the Counter)	\$1,000.00 per day
Card Purchases	\$2,500.00 per day
Minimum Load	\$50.00 per day
Maximum Load	\$2,500 per day
Reload Frequency	3 per day;
Maximum balance at any given time	\$10,000.00

### IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW CARD ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Cayman Islands law requires all financial institutions to obtain, verify, and record information that identifies each person who opens a Card Account. What this means for you: When you open a Card Account, we will ask to complete the PROVEN VISA Prepaid application form for your name, address, date of birth, and other information that will allow PROVEN to identify you. PROVEN requires the following supporting documents for verification of the information on the application form.

- Valid Picture identification indicating nationality
- Resident Address Verification
- National Insurance Card
- Source of funds

The below documents are also required for each additional cardholder requested for the Card Account:

- Valid Picture identification indicating nationality
- Resident Address Verification

#### Activate Your Card

You must activate your Card before it can be used. Only the primary cardholder can activate all additional cards. If the primary cardholder card is not activated then the additional cards cannot be activated. You may activate your card by calling 1-345-949-7822. You will need to provide personal information in order to verify your identity.

#### Personal Identification Number

You will receive a Personal Identification Number ("PIN") with your Card. You should not write or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately following the procedures in the paragraph labeled "Your Liability for Unauthorized Transfers."

#### **Authorized Card Users**

You are responsible for all authorized transactions initiated and fees incurred by use of your Card. If you permit another person to have access to your Card or Card Number, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each Card according to the terms and conditions of this Agreement.

#### Additional Cardholder

You may request additional Cards for another person. The maximum number of additional Cards permitted is three (3). You must notify us to revoke permission for any person you previously authorized to use the Card. If you notify us to revoke another person's use of the Card, we may revoke your Card and issue a new Card with a different number. You remain liable for any and all usage of an additional Card you authorize. There is a fee for obtaining an additional Card (see the Fees and Limitations section above).

#### Your Representations and Warranties

By activating the Card or by retaining, using or authorizing the use of the Card, you represent and warrant to us that: (i) you are at least 18 years of age (or older); (ii) you are a Caymanian citizen or legal resident in the Cayman Islands; (iii) you have provided us with a verifiable Cayman Islands resident address; (iv) the personal information that you provide to us in connection with the Card is true, correct and complete; (v) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (vi) you accept the Card.

### Cash Access

With your PIN, you may use your Card to obtain cash from any Automated Teller Machine ("ATM") that bears the Visa, Plus Mark or any Point-of-Sale ("POS") device, as permissible by a merchant that bears the Visa, Mark. All cash withdrawal transactions and other transactions performed at ATMs are subject to applicable fees. The maximum cumulative amount that may be withdrawn per day from an ATM or from a participating bank (over the counter withdrawal) is specified in the Usage Limits section. Any funds withdrawn from a POS device will be subject to the maximum amount that can be spent on your Card per day.

### Loading Your Card

You may add funds to your Card, called "value loading", at any time. The minimum amount of the initial value load is \$50.00. The minimum amount of each value reload is \$50.00. Theer are limits on the number of times you may value load your Card. Please refer to the Usage Limits section. For purposes of the limits on value loading, your value loads are aggregated with any other Cards you have authorized. You may add value or load your Card via transfer from your PROVEN checking or savings account, via cash load using authorized third party money transfer services or cash load via PROVEN branches, or via Card-to-Card transfer. You will have access to your funds within one (1) hour after a cash load, and immediately upon completing a Card-to-Card transfer. Funds loaded by transfer are available no later than the end of the settlement date specified by the originator, provided that PROVEN receives the funds before the last posting window of the settlement date. If we receive the funds after the last posting window of the settlement date, the funds will be made available on the next posting window. All value loads are subject to verification, which could elay your access to your funds. Personal checks, cashier's checks, and money orders sent to the PROVEN are not an acceptable form of loading. All checks and money orders sent to the PROVEN for Card loading will be returned unless the full amount may be applied towards a negative balance, in which case the check or money order may or may not be loaded to the Card at the discretion of the Issuer.

## Using Your Card/Features

There is a maximum amount that can be spent on your Card per day and a maximum value on the Card. Please refer to the Usage Limits section.

You may use your Card to purchase or lease goods or services everywhere Visa cards are accepted as long as you do not exceed the value available on your Card Account. Some merchants do not allow cardholders to conduct split transactions where you would use the Card as partial payment for goods and services and pay the remainder of the balance with another form of legal tender. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available on the Card to the Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping your Card, your Card is likely to be declined.

If you use your Card to purchase fuel, you may avoid preauthorization holds by paying for your purchase inside with the cashier. If you use your Card at an automated fuel dispenser ("pay at the pump") and your Card is declined, even though you have sufficient funds available, pay for your purchase inside with the cashier. If you use your Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the merchant may preauthorize the transaction amount for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Any preauthorization amount will place a "hold" on your available funds until the merchant sends us the final payment amount of your purchase. Once the final

ayment amount is received, the preauthorization amount on hold will be removed. It may take up to fourteen (14) days for the hold to be removed. During the hold period, you will not have access to

If you use your Card Number without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number of transactions you can make on your Card. Your Card cannot be redeemed for cash. You may not use your Card for online gambling or any illegal transaction.

Each time you use your Card, you authorize us to reduce the value available in your Card Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount in your Card Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available on your Card, you shall remain fully liable to us for the amount of the transaction and any applicable fees.

You do not have the right to stop payment on any purchase or payment transaction originated by use of your Card, except as otherwise provided herein. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds for up to thirty (30) days. All transactions relating to car rentals may result in a hold for that amount of funds for up to sixty (60) days.

#### Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds and agree to the refund policy of that merchant. PROVEN is not responsible for the delivery, quality, safety, legality or any other aspects of goods or services that you purchase from others with a Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were provided. Refunds on purchases should be returned to the original Card used for the purchase. If a purchase is refunded to your Card and your Card was not used in the original transaction, your Card Account may be suspended pending verification of the return and you may be asked to provide supporting documentation.

If you need to replace your Card for any reason, please contact us at 345-949-7822 to request a replacement Card. You will be required to provide personal information which may include your Card Number, full name, transaction history, copies of accepted identification, etc.

#### Transactions Made In Foreign Currencies

If you obtain your funds or make a purchase in a currency other than the currency in which your Card was issued, the amount deducted from your funds will be converted by Visa L.A.C. Inc. ("Visa") into an amount in the currency of your Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receive, or the government-mandated rate in effect for the applicable central processing date.

You should get a receipt at the time you make a transaction using your Card. You agree to retain, verify, and reconcile your transactions and receipts.

Card Account Balance/Periodic Statements
You are responsible for keeping track of your Card Account available balance. Merchants generally will not be able to determine your available balance. It's important to know your available balance before making any transaction. You may obtain information about the amount of money you have remaining in your Card Account by calling 345-949-7822. This information, along with a sixty (60) day history of Card Account transactions, is also available on PROVEN Online Banking. You also have a right to obtain a sixty (60) day written history of Card Account transactions by calling 345-949-7822 or by emailing us at Cards@fidelityBahamas.com. However, there is a fee for this service. You will not automatically receive paper statements.

We may disclose information to third parties about your Card or the transactions you make:

- Where it is necessary for completing transactions; In order to verify the existence and condition of your Card for a third party, such as merchant;
- In order to comply with government agency, court order, or other legal or administrative reporting requirements;
  If you consent by giving us your written permission;
- iv.
- To our employees, auditors, affiliates, service providers, or attorneys as needed; or Otherwise as necessary to fulfill our obligations under this Agreement.
- vi.

### Our Liability for Failure to Complete Transactions

If we do not properly complete a transaction from your Card on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If through no fault of ours, you do not have enough funds available on your Card to complete the transaction:
- If a merchant refuses to accept your Card;
- If an ATM where you are making a cash withdrawal does not have enough cash;
  If an electronic terminal where you are making a transaction does not operate properly, and you
- knew about the problem when you initiated the transaction; If access to your Card has been blocked after you reported your Card lost or stolen;
- If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
- If we have reason to believe the requested transaction is unauthorized:
- If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or Any other exception stated in our Agreement with you.

#### Your Liability for Unauthorized Transfers

Contact us at once if you believe your Card has been lost or stolen. Telephoning is the best way to minimize your possible losses. If you believe your Card has been lost or stolen, or that someone has transferred or may transfer money from your Card Account without your permission, call us at 345-949-7822 or 1-800-396-9665 (US or Canada) or collect 303-967-1098. You are liable for unauthorized Visa prepaid transactions on your Card Account for transactions up to the time of

Also, if you become aware of and/or your statement shows transactions that you did not make, notify us at once following the procedures in the paragraph labeled, "Information About Your Right to Dispute Errors." If you do not notify us in writing within thirty (30) days after you become aware of the transaction and/or after the statement was made available to you, you may not get back any value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the value if you had notified us in time and you are grossly negligent or fraudulent in the handling of your Card. If your Card has been lost or stolen, we will close your Card Account to keep losses down and a replacement card will only be generated if request is sent in writing.

Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local and state the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of The Cayman Islands.

Amendment and Cancellation
We may amend or change the terms and conditions of this Agreement at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your Card or this Agreement at any time. You may cancel this Agreement by returning the Card to us. Your cancellation of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. In the event that your Card Account is cancelled, closed, or terminated for any reason, you may request the unused balance to be returned to you via a check for collection at any PROVEN Branch. PROVEN reserves the right to refuse to return any unused balance amount less than \$25.00.

#### Information About Your Right to Dispute Errors

In case of errors or questions about your electronic transactions, call 345-949-7822 or write to PROVEN Card Services, 36A Dr. Roy's Drive, P.O. Box 914, Grand Cayman, Cayman Islands

KY1-1103 Attention: Disputes or visit any PROVEN branch, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must allow you to report an error up to thirty days (30) days after the date of the transactions. You may obtain your transactions history via PROVEN Online Banking or you may request a written history of your transactions at any time by calling us at 345-949-7822 or emailing the request to Cards@fidelityBahamas.com. You will need to tell us:

- Your name and Card Account number.
- Why you believe there is an error, and the dollar amount involved.
- Approximately when the error took place.

If you provide this information orally, we will require that you send your complaint or question in writing within ten (10) business days. The necessary forms will be sent to you for completion.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45)days to investigate your complaint or question.

For errors involving new Cards, POS transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question.

We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting us at 345-949-7822. If you need more information about our error-resolution procedures, call us at the telephone number shown above.

Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

### **Customer Service**

For customer service or additional information regarding your Card, please contact us at +1 345 949 7822 or email us at Cards@fidelityBahamas.com or write to:

PROVEN Bank (Cayman) Ltd - Dr Roys Dr, George Town, Cayman Islands

Customer Service agents are available to answer your calls 24 Hours 365 days a Year. From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

This Cardholder Agreement is effective 03/2014.