

Offshore Visa Debit Card

Linked to your Optimum Account



**Standard Bank
Offshore**

Standard Bank Offshore

Visa Debit Card

Application Form

Please complete in BLOCK CAPITALS and tick where appropriate. All sections of the application must be fully completed as otherwise we may not be able to process your application.

Please supply me/us with a Standard Bank Offshore Visa Debit Card.

I/We accept and agree to be bound by the terms and conditions for the Offshore Visa Debit Card printed in this brochure and any subsequent amendments made in accordance therewith.

In the case of an Account held in joint names, we confirm that each of us has authority alone to operate the Account described below in accordance with the bank mandate (and that, where necessary, this confirmation amends any previous signing authority in respect of the Account).

I/We confirm that I/we have full legal capacity to enter into the terms and conditions in respect of the Offshore Visa Debit Card and that such terms and conditions are valid, binding and enforceable against us.

My/Our Account number is

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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(Please leave blank if you are applying to open a new account and we will complete once your account has been established)

My/Our Customer number is:

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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My/Our Account is held with:

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

Standard Bank Jersey Limited, Standard Bank House, P O Box 583,
47-49 La Motte Street, St. Helier, Jersey JE4 8XR

(Please tick one box only)

My/Our Account is denominated in:

Sterling US dollars Euro

(please tick one box only)

Clients should request an additional application form if a Card is required for use on more than one Account.

FOR BANK USE ONLY							
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Standard Bank Offshore

Visa Debit Card

Scanning Sheet

Applicants should attach (but not staple) a black and white or colour portrait photograph to this page where indicated. Please also sign below the photograph.

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1st applicant's photograph
(please attach)

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1st applicant's signature
Please sign **IN THE CENTRE** of the space below where indicated using black ink

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2nd applicant's photograph
(please attach)

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2nd applicant's signature
Please sign **IN THE CENTRE** of the space below where indicated using black ink

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Standard Bank Offshore

Visa Debit Card

Terms and Conditions

These terms and conditions comprise the agreement between the Bank and the Cardholder in connection with the Cardholder's Standard Bank Offshore Visa Debit Card. These Terms and Conditions must be read in conjunction with the terms and conditions for Optimum accounts and the general terms and conditions for Personal and Corporate accounts as appropriate.

1. Interpretation

1.1 In these terms and conditions:

- 1.1.1 "Account" means the bank account held or to be held with the Bank in the name of the Cardholder (whether solely or jointly with another person), the number of which is or shall be specified in the application form for the Card and communicated to the Cardholder as appropriate.
- 1.1.2 "Account Currency" means the currency in which the Account is denominated.
- 1.1.3 "Bank" means whichever of Standard Bank Isle of Man Limited or Standard Bank Jersey Limited holds the Account.
- 1.1.4 "Card" means a Standard Bank Offshore Debit Card, including any renewal or replacement Card.
- 1.1.5 "Cardholder" means the person having power alone to operate the Account in accordance with the bank mandate in respect thereof.
- 1.1.6 "PIN" means the personal identification number issued to the Cardholder from time to time for use with the Card.
- 1.1.7 "Transaction" means any cash withdrawal or payment made using the Card, or any refund arising in connection with the use of the Card in any authorised manner for debit or credit to the Account.
- 1.1.8 "Visa/Delta" means Visa International Service Association, a corporation organised and existing under the laws of the State of Delaware, United States of America, having an office and principal place of business at 3125 Clearview Way, City of San Mateo, State of California, United States of America or any subsidiary thereof.
- 1.1.9 "Working days" means Monday to Friday inclusive except bank holidays.

1.2 In these terms and conditions references to the singular include the plural and vice versa and references to one gender include references to the other gender. The headings used herein are for ease of reference only.

2. Card facilities

- 2.1 The Cardholder may use the Card to pay for goods or services at retailers or suppliers world-wide who accept the Card by signing a sales voucher, by signing a mail order purchase form showing the number printed on the Card or by placing an order by telephone or over the Internet and quoting the number printed on the Card, and the Bank will debit to the Account the amount of any such Transaction authorised in such way.
- 2.2 The Cardholder may use the Card in conjunction with the PIN to withdraw money from automated teller machines which accept the Card when they are operating. The amount of money so withdrawn will be debited to the Account.
- 2.3 The Cardholder may use the Card in conjunction with the PIN to pay for goods and services by using a card operated machine at retailers or suppliers world-wide who offer this facility. The Bank will debit to the

Account the amount of any Transaction authorised in this way.

- 2.4 The Cardholder may use the Card at any bank which accepts the Card to withdraw money or make payment by signing a voucher, the amount of which will be debited to the Account.
- 2.5 In addition to the amount of all Transactions, certain charges will be debited to the Account as provided for herein.
- 2.6 The Card is only available to persons over the age of eighteen years (twenty years in the case of persons resident or domiciled in Jersey or who hold an Account with Standard Bank Jersey Limited) and who are of full legal capacity in all other respects.

3. The Card

- 3.1 The Card belongs to the Bank and the Bank or any authorised officer, servant, employee, associate or agent of the Bank may retain the Card, require the Cardholder to return the Card or suspend the use of the Card at any time in its absolute discretion and the Bank shall not be liable for any loss suffered by the Cardholder as a result thereof.
- 3.2 The Card will not become valid or operational until the Cardholder acknowledges receipt of the Card by contacting the Bank by telephone on the number provided and stating the password specified by the Cardholder in the Card application form. The Card is only valid for the period shown on it and must not be used outside that period or if the Bank has required by notice in writing to the Cardholder that it be returned to the Bank. When the period of validity of a Card expires it must be destroyed by cutting it in half through the magnetic strip.
- 3.3 The Cardholder must take all reasonable precautions to prevent unauthorised use of the Card, including, not allowing anyone else to use the Card and telephoning the Bank, in accordance with paragraph 3.2 above, to acknowledge receipt of the Card as soon as possible.
- 3.4 If the Card is lost or stolen the Cardholder or any other person acting on behalf of the Cardholder shall immediately notify the Bank or the Visa Global Customer Assistance Service by telephoning the number(s) from time to time notified to the Cardholder and the Cardholder must, in addition, immediately notify relevant law enforcement agencies. The Cardholder must confirm the loss of the Card by notice in writing to the Bank within seven days of having notified the Bank by telephone.
- 3.5 The Cardholder must co-operate with any officers servants, employees, associates or agents of the Bank and/or law enforcement agencies in any efforts to recover the Card if it is lost or stolen. The Bank may disclose information about the Cardholder and the Account if the Bank thinks it will help avoid or recover any loss to the Cardholder or the Bank resulting from the loss, theft, misuse or unauthorised use of the Card.
- 3.6 If the Card is found after the Bank has been given notice of its loss or theft the Cardholder must not use it again. The Card must be cut in half through the magnetic strip and returned to the Bank immediately.

4. The PIN

The Bank will issue a PIN to the Cardholder, unless the Cardholder instructs the Bank that a PIN is not required. If the Bank issues a PIN, the Cardholder must take all reasonable precautions to avoid unauthorised use, including destroying the PIN mailer issued by the Bank promptly after receipt, never disclosing the PIN to someone else, never writing the PIN on the Card or any other item normally kept with the Card, never writing the PIN in a way that can be understood by someone else and notifying the Bank as soon as possible if someone else knows or is suspected of knowing the PIN.

5. Liability for unauthorised transactions

- 5.1 Unless the Bank can show that the Cardholder has acted fraudulently or with negligence or otherwise contrary to the provisions of these terms and conditions, the Bank will be responsible for any money lost as a result of the Card being lost in despatch from the Bank to the Cardholder and the Bank will also be responsible for any money lost as a result of use of the Card without the Cardholder's authorisation after it has been reported as lost or stolen to the Bank and to the relevant law enforcement agencies (see paragraph 3.4 above) that the Card has been lost or stolen or that the PIN is known or suspected of being known by someone else. The Bank will credit the Account with any amount for which the Bank is responsible pursuant to this paragraph, including any related interest and charges.
- 5.2 The Cardholder will be responsible for any losses without limit, except losses for which the Bank will be responsible pursuant to paragraph 5.1 above, incurred by the Bank or any other person and including, without prejudice to the generality of the foregoing, any losses incurred as a result of the loss or theft of the Card or the use of the Card in a fraudulent or negligent manner or otherwise contrary to the provisions of these terms and conditions.
- 5.3 If the PIN is held with the Card and subsequently lost or stolen, the cardholder will be liable for all PIN related Transactions. If the Cardholder discloses the PIN then the Cardholder will be liable for all subsequent PIN related transactions.

6. Charges

- 6.1 The Bank shall charge a fee to the Cardholder in respect of each cash withdrawal made using the Card for which a charge is levied by Visa/Delta, in accordance with the Bank's schedule of fees from time to time in force.
- 6.2 The Cardholder will be charged in respect of every Transaction made in a currency other than the Account Currency in respect of the conversion of the amount of the Transaction into the Account Currency, in accordance with the Bank's schedule of fees from time to time in force.
- 6.3 The Bank shall charge an annual fee to each Cardholder in accordance with the Bank's schedule of fees from time to time in force.

7. General

- 7.1 The total amount of any Transactions carried out in any one day shall be limited to such amounts and by such other conditions as shall be notified in writing to the Cardholder by the Bank from time to time with effect from the date of such notice. The daily transaction limit refers to working days only. Transactions on non working days refer to the previous work days limit.
- 7.2 The Bank will issue a Card only if the Cardholder has completed an application form and it has been accepted by the Bank, or if the Bank at its discretion is replacing or renewing a Card.
- 7.3 The Cardholder is not authorised to enter into Transactions using the Card to a value in excess of the credit balance (if any) of the Account from time to time unless an overdraft has been previously agreed with the Bank. The Account will be charged interest by the Bank at the relevant interest rate of the Bank in respect of unauthorised overdrafts on the Account unless otherwise agreed and the Bank's usual fees for unauthorised overdrafts may also be charged to the Account.
- 7.4 If the Bank is asked to authorise a Transaction, the Bank may take into consideration any other Transactions which have been authorised but which have not been debited to the Account (and any other transactional activities upon the Account) the limits and other conditions referred to in clause 7.1. and if the Bank determines that there are or will be insufficient

- available funds in the Account to pay the amount that would be due in respect of such Transaction, the Bank may in its own absolute discretion refuse to authorise such Transaction, in which event such Transaction will not be debited to the Account. The Bank shall not be liable for any loss resulting from any such refusal to authorise any Transaction.
- 7.5 In the event that there are insufficient available funds in the Account to pay any Transaction or other amount payable from the Account, including any interest, fees, charges or other payments due to the Bank, the Bank may in its own absolute discretion (and without any obligation to do so) transfer or arrange the transfer of sufficient funds from any other account held by the Cardholder with the Bank to the Account.
- 7.6 The Cardholder may use the Card to obtain the services described in these terms and conditions and such other services as the Bank may provide from time to time. All such services will be subject to these terms and conditions.
- 7.7 The Card may not be used by any person other than the Cardholder.
- 7.8 The Bank shall not be liable for any loss resulting from the refusal of any retailer, supplier, other bank or card operated machine to accept use of the Card in connection with any Transaction. No claims of the Cardholder against any retailer or supplier may be the subject of set-off, claim or counterclaim against the Bank.
- 7.9 The Cardholder shall notify the Bank if:-
- 7.9.1 an entry appears on the statement of the Account which is believed to be incorrect as soon as possible but in any event within twenty-five days of the date of such statement; and
- 7.9.2 the Cardholder's address is changed, as soon as possible.
- 7.10 A Transaction cannot be cancelled by the Cardholder after it has been completed.
- 7.11 Subject to paragraph 7.4 hereof the Bank will normally debit the amount of any Transaction to the Account as soon as the Bank receives proper instructions in connection therewith, provided that the Bank will not be liable for any loss resulting from any delay in doing so.
- 7.12 If a retailer or supplier makes a refund by means of a Transaction the Bank will credit the Account when it receives the retailer or supplier's proper instructions and the funds in respect of such refund, provided that the Bank will not be responsible for any loss resulting from any delay in receiving such instructions and funds.
- 7.13 When the Card is used to effect a Transaction through Visa/Delta (whether with a retailer or supplier, a bank or from a card operated cash machine) in a currency other than the Account Currency, Visa/Delta will convert the amount of the Transaction into the Account Currency at the applicable exchange rate on the day upon which it receives notification of the Transaction.
- 7.14 The Card may not be used to guarantee payment of cheques drawn on the Account.
- 7.15 The card may not be used as payment for an illegal purchase.
- 7.16 Regular Payments can be arranged using the Card by agreement with the Merchant. If the Cardholder wishes to amend or cancel these payments, the Cardholder must contact and arrange this with the relevant Merchant direct, and retain written confirmation of such amendment/cancellation. The Bank is not liable should Transactions continue to be received following any amendment or cancellation.
- 7.17 If the Cardholder requires a copy sales or cash voucher, the Bank will need to request this via Visa International. The Cardholder should allow up to 60 days for this to be received. The Bank resumes the right to make a charge for copy vouchers.

8. Termination

- 8.1 The Bank may terminate the agreement comprised in these terms and conditions by notifying the Cardholder in writing to that effect at any time. The Cardholder may terminate the agreement comprised in these terms and conditions by notifying the Bank in writing, cutting the card in half through the magnetic strip and returning the Card to the Bank. Such termination shall be effective, subject to the provisions of the following paragraphs of this clause, upon receipt by the other party of such notice.
- 8.2 The agreement comprised in these terms and conditions, shall be deemed to remain in full force and effect if and in so far as any Transaction is completed but not debited to the Account prior to termination thereof.
- 8.3 Termination of the agreement comprised in these terms and conditions shall not prejudice any liability in respect of things done or omitted to be done prior to termination thereof.

9. Miscellaneous

- 9.1 The Bank shall not be liable to the Cardholder for any loss suffered as a result of the Bank being prevented from or delayed in providing any banking or other services to the Cardholder due to strikes, industrial action, failure of power supplies, systems or equipment or causes beyond the Bank's control.
- 9.2 These terms and conditions and the banking practices and charges relating thereto may be changed by the Bank at any time by notice thereof to the Cardholder. Any such changes will be effective from the date of the notice or such later date as may be specified therein.
- 9.3 In addition to the authorisation contained in paragraph 3.5 hereof, the Cardholder authorises the disclosure to any company within the Standard Bank Offshore group of companies, to any third party processors and/or card personalisation firms utilised by the Bank from time to time in any jurisdiction, such information in relation to the Cardholder, the Card, the Account and any Transaction as the Bank considers in its sole opinion to be necessary or desirable. The Bank may also disclose such information in relation to the Cardholder, the Card, the Account or any Transaction as may be required by law.
- 9.4 If the Card is to be issued to a corporate entity the Bank reserves the right to vary and/or add to these terms and conditions as it may in its discretion consider appropriate.
- 9.5 Where the Account is held with Standard Bank Isle of Man Limited, these terms and conditions shall be governed by and construed in accordance with Isle of Man law and the Cardholder irrevocably agrees to submit to the non-exclusive jurisdiction of the courts of the Isle of Man in connection herewith. Where the Account is held with Standard Bank Jersey Limited, these terms and conditions shall be governed by and construed in accordance with Jersey law and the Cardholder irrevocably agrees to submit to the non-exclusive jurisdiction of the courts of Jersey in connection herewith.