



Visa International Debit Card Application Form

Cardholder Information	
Customer Branch	Castries <input type="checkbox"/> Vieux Fort <input type="checkbox"/>
Title	Mr. <input type="checkbox"/> Mrs <input type="checkbox"/> Ms. <input type="checkbox"/> Miss <input type="checkbox"/> Dr. <input type="checkbox"/> Other _____
Surname	
Middle Initial	
First Name	
Residential Address line 1	
Residential Address line 2	
City/State / Zip	
Country	
Mailing Address line 1	
Mailing Address Line 2	
City/State/ Zip	
Country	
NIS#	
NATIONAL ID CARD (Country & Number)	
DRIVER'S LICENSE (Country & Number)	
PASSPORT (Country & Number)	
DOB (DD/MM/YY)	

Contact Information	
Home Number	
Work Number	
Mobile Number	
Email Address	

Account Information	
Account Number	

By submitting this application, I agree to the following:

The information given above is true and correct and shall form the basis of this contract.

I hereby authorize Jannou Credit Union to make any enquiries which may deemed necessary in order to confirm the above particulars and each source of enquiry is hereby authorized by me to provide any required information.

Any changes to the above information will be notified to the Jannou Credit Union in writing to the above named branch within Thirty (30) days of any such arising.

The terms and conditions of use of the International Debit Card is subject to change without prior notification to the cardholder.

I accept full responsibility for safe guarding my International Debit Card and the secret PIN.

I have read and understand the conditions of use governing the Jannou Credit Union Debit Card and agree to the terms mentioned in this agreement.

An annual maintenance fee of EC 20.00 will be paid to Jannou Credit Union for this service and is subject to change without prior notice to the customer. The Credit Union is hereby permitted to make deductions from my account for the agreed amount.

I accept all charges and terms and conditions associated with using my Jannou Credit Union Debit Card at the ATM, POS or any such device where a Visa Card is accepted.

I hereby consent to the sum of Fifty Dollars (\$50.00) being set as the initial deposit to fund my Debit Card Account.

MEMBER'S SIGNATURE

DATE

FOR FINANCIAL INSTITUTION USE ONLY

Member Service Rep. Signature

Date

Member Service Supervisor Signature

Date

Card input by: _____

Date: _____

Card input supervisor: _____

Date: _____

Visa™ International Debit Card Conditions of Use

The **Jannou** Credit Union Visa™ Debit Cardholder Agreement (“Agreement”) provides and explains the terms and conditions governing the use of the Visa Debit Card at all times. Please read it carefully and secure the Agreement for Your records.

The words “You” and “Your” refer to the Owner of the specific account for which the Card is issued and for which Card transactions are permitted (the “Designated Account”). If “You” or “Your” includes more than 1 person, “You” or “Your” means each of You. All of You are individually and together responsible under and bound by this Agreement and are jointly and severally liable to pay us for any amounts any of You may owe in respect of the Card or Your Designated Account. If You allow someone else to use Your Card of Your Card number. “You” will be liable for any charges incurred by the person even though “You” intended to limit “Your” authorization for a particular use or time. The word “Card” or “Visa Debit Card” refers to each Visa Debit Card issued at Your request, and the word “Cardholder” refers to You and any other person authorized by You or on Your behalf to use the Card. “Personal identification Number (“PIN”)” means PIN chosen by You upon receipt of the card.

PERSONAL IDENTIFICATION NUMBER (PIN)

Your PIN is equivalent to Your signature. Therefore, You must keep Your PIN absolutely confidential; it is for Your use alone. You will tell no one else (including a close family member or friend, or any bank, public official or merchant) what Your PIN is. When choosing a PIN, You will not use all or any part of:

- Your name, or a close relative’s name;
- Your birth date, year of birth, telephone number or address, or a close relative’s;
- A number on Your Card, or any other account number;
- A number on any ID card You keep with or near Your Card (such as Your Passport number or driver’s licence number); or
- Any other number which can be easily obtained or guessed by someone else.

You understand that You should memorize Your PIN rather than keep any written record of it.

However, if You decide that You truly need to keep a written record, You agree that:

- You will store the PIN in a safe place;
- You will not record any PIN on, or near, Your Card;
- Your PIN must be disguised within the written record You make, so that no one else can easily guess that it is a record of Your PIN; and
- You will not record Your PIN on, or near, a telephone.

In the event that You know or suspect that someone else knows Your PIN, You must change Your PIN immediately, and contact us by telephone.

If You fail to comply with any obligation in the Section entitled “Personal Identification Number (“PIN”)” and someone other than You makes any PIN-based Transactions on Your Designated Account, You will be liable for those Transactions and any interest, fees and losses incurred, to the maximum extent permitted by law. This applies regardless of whether: (i) the Transactions occurred after a Card was lost or stolen; or (ii) the Transactions were authorized by You or not.

Signature: _____

USE OF CARDS

You will ensure that each Card is signed immediately upon receipt and will take every reasonable precaution to keep it safe. You shall not allow Your card to be photocopied by a merchant for any reason. This Card is not a credit card and its issuance does not entitle You to overdraw Your Designated Account or otherwise obtain credit from us. You understand that the dollar amount and associated fees of purchases with this Card will be deducted from Your Designated Account. You understand that by activating and using Your Card, You agree to accept and irrevocably honour any and all terms and conditions set out in this Agreement. The Card(s) is our property, and we may in our sole discretion refuse to reissue or replace Your Card at any time. You will not use Your Card for any illegal, improper or unlawful purpose. We reserve the right to refuse our authorization for certain types of transactions as determined by us. You agree and accept that the use of the Card will be at all times subject to statutory restrictions, and/or regulations that any regulatory authority may impose. You acknowledge and accept that any transaction that we in our sole discretion, considers to be in breach of any statutory restrictions, regulations, procedures, suspicious and/or illegal activity or use of the Card for an illegal, improper or unlawful purpose, will be declined.

Once You have sufficient funds in Your Designated Account, Your Card(s) may be used for the purchases/services mentioned below, but not to exceed the daily transaction limits. Should You require a higher maximum daily limit for a special circumstance, please contact us. From time to time there may be exceptions to the daily transaction limits due to security procedures or local interchange restrictions. You can access Your Designated Account through the following Credit Union Channels (where available):

- Designated Automated Teller Machines (“ATM”);
- Debit Point of Sale (POS) Terminals that display the VISA and VISA Plus symbols or any other system that we may designate from time to time for purchase transactions paid using Your Card;
- **Jannou** Credit Union Online Services;
- Mobile Services

You authorize us to accept any of Your instructions, using any of the delivery channels outlined above, as if those instructions were given in writing; e.g. instructions to make bill payments, transfer funds between accounts, complete foreign exchange transactions i.e. drafts, wires etc. or any other Credit Union services offered by us from time to time.

TRANSACTION LIMITS

We may establish and change limits, dollar or otherwise, from time to time, on the various transactions which may be available, without prior notice to You. Under certain circumstances, such as system down time, transactions may be further limited.

TRANSACTION CHARGES AND FEES

The Credit Union may impose such fees and charges in respect of its services in connection with Your Designated Account and such other services, products or agreements as are agreed with You in writing from time to time. In the absence of any such agreed fees and charges, The Credit Union may impose its customary fees and charges. The Credit Union may vary at its sole discretion the amount and the way of calculating those customary fees and charges by mailing a notice to You (or otherwise publishing it). Any such variations shall take effect as between You and The Credit Union thirty (30) calendar days after such variations have been made and You will be deemed to have accepted the variations if You use Your Card or access Your designated Account in any way after the effective date as stated herein. The Credit Union may (without any

notice) debit all fees and charges due by You from Your Designated Account, irrespective of whether the fees and charges due relate to or result from any such account. All payments by You under this Clause shall be made free of withholding or deduction on account of tax or other charges.

You shall pay to The Credit Union all reasonable costs and expenses (including legal fees on a full indemnity basis) incurred by The Credit Union connection with:

- i. Your Designated Account, agreement, Credit Union services using the Card (whether imposed by other financial institutions) or transaction between You and The Credit Union, as well as any other relationship, whether contractual or non-contractual, between You and The Credit Union.
- ii. The exercise and preservation of The Credit Union's rights under any agreement and the Agreement; or
- iii. Any legal proceedings or disputes between You and a third party where The Credit Union is or becomes involved.

You shall on first demand indemnify The Credit Union against any liability, cost or expense it incurs in respect of any payment on account of tax or any other liability to tax (not being tax on The Credit Union's overall net income) or in respect of any stamp duty, registration using the Card or other relationship between You and The Credit Union.

FOREIGN CURRENCY TRANSACTIONS

These are Purchases and/or transactions, performed in any currency other than the local currency of Your Designated Account.

STATEMENTS AND BANK RECORDS; CONCLUSIVE EVIDENCE

You shall:

- i. Promptly examine any statement, confirmation or advice, whether in written, oral or electronic form supplied by The Credit Union to You ("Statement"), either sent by mail, facsimile or through electronic services or electronic mail.
- ii. and shall notify The Credit Union writing of any error or omission as soon as possible, but not later than thirty (30) Business Days after You are deemed to have received the Statement.

If You have not informed The Credit Union writing of any error or omission contained in any Statement, within thirty (30) Business Days from the date on which You are deemed to have received the relevant Statement in accordance with the provisions of this Clause, You shall be deemed to have:

- i. confirmed the correctness and accuracy of the contents of any such Statement; and
- ii. waived Your right to claim any damages and to bring an action against The Credit Union respect of any error or omission which could have been brought to the attention of The Credit Union within said time frame.

Without prejudice to the provisions of this Clause and The Credit Union's rights and remedies, on Your failure to meet Your obligations pursuant to sub clauses (i) above, if You do not receive a Statement within thirty (30) Business Days of the date on which You should ordinarily expect to receive such a Statement, You shall

immediately notify The Credit Union and request a copy. (Failure to make a request for a statement after 30 days from the date that it was due on Your part is a waiver and acceptance of the amount due and owing.

LOSS OR THEFT OF CARD

You will immediately notify us about the loss, theft or suspicion of unauthorized use of the Card and/or PIN. Until notification to us You are liable for all debts, withdrawals and account activity resulting from the unauthorized use of the Card and/or PIN. We may take whatever steps we consider necessary in order to recover the Card including reporting the lost or stolen Card to the appropriate authorities to facilitate card recovery. If You have previously authorized someone to use the Card, and have subsequently withdrawn Your authorization, You will continue to be liable for all debts, withdrawals and account activity resulting from its use until the card has been surrendered to The Credit Union.

NO LIABILITY

The Credit Union shall not be liable towards You for any action or omission in respect of Your Designated Account, Credit Union services, transaction using the Card under the Agreement, except in case of gross negligence or wilful misconduct. Notwithstanding the above The Credit Union shall not be liable for any damages, costs and expenses incurred by You, which directly results from The Credit Union channels or Credit Union services not being wholly or partially available because of technical, hardware or software interruptions or failures. Notwithstanding the above, The Credit Union shall not be liable for any consequential losses, damages or loss of profit to You, notwithstanding that You may have advised The Credit Union of the possibility of such loss or damage. All claims or disputes between You and a merchant, including Your rights to compensation or any offsetting rights necessary shall be settled directly by You and such merchant. However, You may contact us to discuss disputes You may have with a merchant or with us with respect to a Transaction on Your account although we are not obliged to take any action for merchant disputes unless required to do so by law.

We are not liable if a merchant or ATM does not accept the Card at any time. Where a merchant becomes liable to make any refund to You, we will credit Your Designated Account with the refunded amount only on our receipt of a properly issued credit voucher or other appropriate verification or authorization of the refund.

We are not responsible for Your acts or omissions, or those of any third party. Furthermore, Jannou Credit Union shall no way be liable for any accident, act of aggression, theft, loss or damage You may suffer while using ATM, whether You are on our or other premises.

We are not liable if You have insufficient funds to cover Your requests on Your Designated Account.

If Your Card, handwritten signature of PIN is used for a POS Transaction, The Credit Union is in no way responsible for the quality or non-receipt of the goods or services.

You are responsible for any errors that result from You having incorrectly provided to or selected from us, any

Signature: _____

account number, dollar amount or other information required for the operation of the service.

We may, at our sole discretion and without prior notice to You, refuse a request for authorization of any Visa Debit Card transaction, and may notify third parties of such refusal as we think necessary. In exercising such discretion, we may take into account in calculating the funds available, any funds, which we may decide, have been credited or debited to Your Designated Account or result from suspicious and/or illegal transactions. We may refuse to honour any payment and/or funds transfer request if there are insufficient funds in Your Designated Account, suspicious and/or illegal activity or misuse of Your Designated Account. We may place a hold on Your Designated Account or ATM deposits or a deposit at any of our branches pending verification.

In addition, The Credit Union will not be liable for any loss whatsoever in the event The Credit Union is prevented from providing The Credit Union services to You, due to and caused by or resulting from any cause beyond The Credit Union's reasonable control, such as but not limited to:

- i. a legal enactment, decree or moratorium or any regulation, rule, practice or guideline of a public authority (de jure or de facto) (including, without limitation, exchange control or currency restrictions and taxes, levies or imposts applicable to any Account balance (or part of it) attributable to the Customer), and The Credit Union does not need to perform any obligation which might be in breach of any of the foregoing; or
- ii. an intervention of a public authority (de jure or de facto), an act of nationalization, confiscation or expropriation, and act of war, a violent or armed action or inaction; or
- iii. a failure of a payment or communications system, a power failure, a breakdown of equipment, a software malfunction or a deficiency in a software program; or
- iv. a strike, a lock-out, a boycott, a blockade by or amongst the staff of The Credit Union or any other person; or
- v. a disaster (whether natural or man-made).

INDEMNITY CLAUSE

You must indemnify The Credit Union and hold The Credit Union harmless from and against any and all damages, costs and expenses, including lost profits, resulting from any performance or Your failure to perform under the Agreement, including, but not limited to any breach by You under the Agreement, Your violation of any applicable law, any failure to maintain the safety of Your PIN or any third party claims arising out of or relating to any performance. Your failure to perform under the Agreement, including but not limited to:

- The misuse of the Card and/or PIN by You;
- Any misrepresentation with respect to or any breach or non-fulfilment by You, of any of the terms, conditions, and provisions of this Agreement;
- The failure to properly use the Card and/or PIN in accordance herewith; or
- Any other act or omission with respect to use of the Card and/or PIN by You, resulting in claims against or damages or liability to us; together with all judgments, costs, legal and other reasonable expenses resulting from or incidental to any of the above.

TERMINATION OF AGREEMENT

You may cancel this Agreement by informing us in writing that You want to do so and securely disposing of all Cards issued on Your Designated Account by cutting through the magnetic strip and expiration date. We may, without liability to You and without affecting Your liability to us for previous Card transactions, decline to make further charges against Your Designated Account and revoke the Card(s), which remain the property of The Credit Union and which You agree to surrender upon demand and not transfer to any third party. If we hire an attorney to enforce any right or remedy hereunder or to assist in collecting any amount due hereunder, You agree to pay our reasonable attorneys' fees and other costs and expenses incurred in connection therewith.

AMENDMENTS TO THE AGREEMENT

The Credit Union may from time to time amend the Agreement and such amendment shall take effect as between You and The Credit Union thirty (30) calendar days after such modifications have been made. You will be deemed to have accepted the variations if You use Your Card or access Your Designated Account in any way after the effective date as stated herein. Modifications and amendments of the Agreement (inclusive of fees and charges) shall at all times be available at The Credit Union's branches or on the website of The Credit Union or can be obtained at all times from The Credit Union at Your request. Where an amendment is a result of a legal or regulatory requirement applicable to The Credit Union, such amendment shall come into effect as and when required by the applicable law or regulation.

CHANGES TO CARD ACCOUNT INFORMATION

You will promptly notify The Credit Union writing of any change in or amendment of Your name, telephone numbers or facsimile numbers, mail address or electronic mail address. Until the moment The Credit Union has received a written notification of any such change or amendment, it is entitled to rely on any information, authorization or document previously provided to it. The Credit Union shall not be liable for any damages, loss or expenses incurred by You resulting from any misplaced, untimely or erroneous change of the information, authorization or document previously provided to it. The Credit Union shall not be liable for any damages, loss or expenses incurred by You resulting from any misplaced, untimely or erroneous change of the information, authorization or documentation mentioned herein.

DISCLOSURE OF INFORMATION

By signing this Agreement or using the Card, You consent to and authorize The Credit Union from time to time to provide or obtain information about You, including but not limited to Your name, address, date of birth, employment, income, assets and liabilities, credit history and any other information relating to Your Designated Account or any accounts and transactions, to or from The Credit Union and its contractors, data carriers, processors, agents or other third parties around the world for the purpose of transaction and payment processing, Credit Union services and for any other purposes directly related to the services which The Credit Union may provide (including other financial products and services) to You, notwithstanding the fact that some of its affiliates, (sub) contractors, processors, agents, professional advisors or other third parties conduct their business from countries which may not have data protection laws or privacy laws providing safeguards equal to the laws applicable to The Credit Union.

The Credit Union shall also be entitled to disclose information as permitted or required by any applicable law, legal process, regulation or by an order, judgment or decree of a court or for the purposes of any legal process which concerns The Credit Union,

Signature: _____

without Your consent. Disclosure may also be made to government and regulatory agencies and authorities and to credit rating agencies. This permission to transfer and/or disclose information shall survive the termination of this Agreement or any other agreement with, or cessation of any Credit Union services to You.

ANTI-MONEY LAUNDERING

Anti-money Laundering laws require that we verify the source of funds before accepting deposits or processing transactions and must report suspicious transactions to the relevant authorities. Consent is hereby given to us to disclose this information to money laundering prevention and control officers within **Jannou** Credit Union and outside **Jannou** Credit Union, for the purpose of ensuring we comply with anti-money laundering laws. You will indemnify for our out of pocket expenses, including reasonable legal fees and court costs for any investigation under applicable anti-money laundering legislation regarding Your Designated Account, including but not limited to seeking direction from a court of competent jurisdiction on **Jannou** Credit Union rights and obligations in such matters.

GOVERNING LAW

This Agreement will be interpreted in accordance with the applicable laws of St. Lucia. In the event of a dispute, You agree that the courts in St. Lucia shall be competent to hear such dispute and You agree to be bound by any judgment of that Court. Should any portion of this Agreement be determined to be unlawful or unenforceable for any reason, the remainder hereof shall not be affected thereby.

The card is issued by 1st National Bank St. Lucia Ltd. pursuant to a license from Visa International with JANNOU Credit Union as its co-branding partner. By using this card the holder and all authorized users agree to the terms of the Cardholder Agreement issued with the card as amended periodically.

Signature: _____