

# Terms and Conditions of Use – BNF Debit Cards

These specific Terms and Conditions of Use, in conjunction with the General Terms & Conditions for operating an Account, (the "General Terms and Conditions"), the Terms and Conditions for Operating a BNF Current Account and the Terms and Conditions for Operating a BNF Savings Account, altogether sometimes referred to as the Agreement, govern the use of the BNF Debit Card.

The Cardholder is kindly requested to refer to the Terms and Conditions for Operating his/her Account as published by the Bank at any of its branches or on its website <a href="www.bnf.bank/contactless">www.bnf.bank/contactless</a> <a href="debt.cerd">debit card</a>

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### 1. Scope and Definitions

- 1.1 Unless otherwise expressly specified hereunder, these terms and conditions govern the use of all BNF Bank p.l.c. cards as defined in 1.5 below issued by the Bank to the Cardholder.
- 1.2 'Account' means the savings or current account to which the Card is linked.
- 1.3 'Application Form' is the form that is completed and submitted to apply for a Card.
- 1.4 'Bank' or 'BNF' means BNF Bank p.l.c. (Company Registration number C41030) with registered office 203, Level 2, Rue D'Argens Gzira GZR 1368, Malta. The Bank's main business is the provision of banking services and it is licensed and regulated by the Malta Financial Services Authority, Triq L-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta, website: www.mfsa.com.mt.
- 1.5 'Card' means the BNF debit card which is issued in the name of the Cardholder for the carrying out of all Card Transactions from an Account held with the Bank as provided in these Terms and Conditions of Use
- 1.6 'Cardholder' means the person in whose name an Account has been opened and in whose name a Card is issued.
- 1.7 'Card Transaction' means any payment made for goods or services, any cash withdrawal (including ATM withdrawals) and any transfer of funds made through the use of the Card or the Card number.
- 1.8 'Tariff of Charges' means the tariff of charges issued by the Bank from time to time in relation to the Cards and other Bank products and services and which is available at the branches of the Bank, on the <u>website</u> www.bnf.bank/tariff\_of\_charges or by calling the Bank's Customer Care on 2260 100 or Freephone Number 8007 3200.

### 2 The Card and PIN

- 2.1 The Card is issued for use through an Account as provided herein.
- 2.2 The Card is linked to one or more Accounts held by the Cardholder (alone or jointly with others) with the Bank. In order for a Card to be issued, the applicant must first have an Account open in his name (or jointly with others) with the Bank and such Account is to be indicated in the Application Form. In the case of a joint Account, any one or more Account holders may apply for and be issued with a separate Card on the same Account, provided that 'anyone to sign' mandate instructions are held for such joint Account. Each of the Account holders is jointly and severally responsible for any Card Transactions effected by the Card/s and for complying with these Terms and Conditions of Use.
- 2.3 The Bank shall debit the Account linked to the Card with the amounts of all Card Transactions made by the Cardholder using the Card, including any amount charged by any other bank or ATM network for the use of its ATM, together with all other amounts due by the Cardholder to the Bank from time to time pursuant to these Terms and Conditions of Use.
- 2.4 The Card must be used by the Cardholder as provided in these Terms and Conditions of Use.
- 2.5 The Card must be signed by the Cardholder as soon as it is received. This signature may be used by merchants for the purpose of authentication in card-present Card Transactions.
- 2.6 The Card may only be used up to the last day of the month indicated in the 'Valid Thru Last Day of' area on the relative Card and must be kept safe at all times.
- 2.7 The Card and all information stored thereon is the property of the Bank and can only be used for the purposes authorised by the Bank.
- 2.8 The Card must be returned by the Card holder upon the Bank's request.
- 2.9 The Personal Identification Number (PIN) that shall be provided by the Bank to the Cardholder, must be memorised and the slip on which it is printed must be destroyed. The PIN is to be kept secret at all times and must not be written on the Card or on anything that is kept or stored with the Card.
- 2.10 The Card, Card Number and PIN shall not be used for any illegal purposes and shall only be used by the Cardholder whose name appears on the Card.
- 2.11 The Cardholder must give the Bank at least 60 days notice prior to the expiry date of the Card if s/he does not wish to renew the Card.
- 2.12 Failure to give such notice shall imply an intention to renew the Card.





2.13 Corporate Cards will be issued in the name of the corporate body in whose name the Account is held and will include the name of the individual representative to whom the relative Card has been issued. Any and all Card Transactions carried out by the said representative shall be considered as having been carried out by the corporate body. For the purposes of Corporate Cards, the term 'Cardholder' shall refer to the corporate body in whose name the Account is held and also to its duly authorised representative, as applicable.

### 3 Use of Card

- 3.1 The Card may be used at banks and merchants displaying the VISA sign or symbol. The Bank shall not be liable for the refusal of any bank or merchant to accept a Card.
- 3.2 The Cardholder should ensure that any Card Transaction amount indicated by the bank or merchant is correct before authorising the Card Transaction. By signing a voucher or transaction record, entering the PIN or otherwise authorising the Card Transaction, the Cardholder indicates his/her agreement to the Card Transaction amount and confirms that the relative amount is to be debited to the Account.
- 3.3 The Bank shall not be responsible for goods and services supplied to a Cardholder, and any complaint in connection with any goods or services acquired by the Cardholder using the Card must be resolved with the merchant concerned.
- 3.4 Use of the Card may be:
  - i) accompanied by the Cardholder signing a sales voucher or order form showing the Card number (amongst other things); or
  - ii) accompanied by the Cardholder entering the PIN (Personal Identification Number) on the EPOS (Electronic Point of Sale) terminal or PIN Pad to confirm and authorise a Card Transaction; or
  - iii) contactless, without the need to enter the PIN (see below); or
  - (iv) through a cash or other machine, sometimes using a PIN; or
  - v) sometimes carried out over the telephone quoting the card number and other details; or
  - vi) through the internet or other electronic media (including interactive television) quoting the Card number and other details. The Bank strongly recommends the use of 'secure payment' sites and software when using Card details over the Internet.
- 3.5 The Cardholder's signature on the sales voucher or other order or authorisation form showing the Card number, the quoting of the Card number and/or other details over the telephone or internet, the inputting of the PIN or the use of the Card on a Contactless enabled EPOS signifies the Cardholder's consent to execute a Card Transaction.
- 3.6 The Cardholder is to ensure that sufficient funds are available in the Account to meet all Card Transactions as they are made. Notwithstanding the above, in the event that a Cardholder authorises a Card Transaction as a result of which the Account would be overdrawn, the Bank may at its sole and absolute discretion either refuse to authorise the payment or debit the Account with the relative amount, in which case the Bank shall charge interest on the overdrawn amount at the interest rates applicable for debit balances in relation to the Account as published by the Bank from time to time at any of its branches or on its <a href="website">website</a> www.bnf.bank/interest\_rates. If an Account becomes overdrawn through the use of a Card, the Bank will charge a fee each time that the Card is used while the Account is overdrawn. In any such case, the Cardholder shall be responsible to immediately pay the amount by which the Account is overdrawn.
- 3.7 Notwithstanding the above, the Bank shall have the right to refuse authorisation for any Card Transaction for any valid reason, including if there are not enough funds in the Account to meet such Card Transaction (and the Bank is not obliged to consider whether any funds are available in any other account/s held by the Cardholder), if the Card Transaction is in breach of any of these Terms





- and Conditions of Use, or if the Card or the Account has been or is likely to be abused or if there is any other valid reason for doing so.
- 3.8 A Card Transaction cannot be revoked by the Cardholder once the Cardholder has given his/her consent as mentioned above. In the case of recurring Card Transactions or Card Transactions which are initiated by or through the person for whom payment is intended (the payee), the Cardholder may not revoke the Card Transaction after transmitting the payment order or giving the payee his/her consent to execute the Card Transaction.
- 3.9 The Bank will endeavour to give a complete service at all times, however it shall not be liable for any claim for loss or damages if it is unable to perform its obligations under these Terms and Conditions of Use due to abnormal and unforeseeable circumstances outside the Bank's reasonable control, which would have been unavoidable despite all efforts to the contrary, for example delays or failures caused by problems with any machine, computer, telephone line, software, system or network, whether belonging to or licensed to the Bank or not, any industrial dispute and any other instances of force majeure..
- 3.10 The Bank mayimpose a daily cash withdrawal limit for cash withdrawals made through the use of the Cardvia ATM's and may amend such limit as it deems appropriate provided that adequate notice is given to the cardholder. Such limit shall be published in the Bank's Tariff of Charges and may be amended by the Bank in its sole and absolute discretion provided that adequate notice is given to the Cardholder.
- 3.11 Subject to any fees that may be charged by the Bank pursuant to these Terms and Conditions of Use, Card Transactions and any other charges incurred in currencies other than euro will be converted to euro on the date on which they shall be processed by VISA in its capacity as operator and processor of the debit-card scheme of which the Card forms part, using the applicable exchange rates as determined by VISA.
- 3.12 The Card is Contactless enabled. Following receipt of the Card, the Cardholder is required to activate Contactless by inserting his/her PIN for an EMV Chip Card Transaction. Thereafter, Card Transactions of up to an EUR value as communicated on the welcome letter affixed to the card, can be affected using Contactless without the need to enter the PIN, provided that the merchant is Contactless enabled.
- 3.13 On every sixth (6th) successful consecutive contactless Card Transaction, the Cardholder will be required to enter his/her PIN as a fraud prevention measure.

### 4 Refunds

- 4.1 Without prejudice to the refund rights of the Cardholder below, if a merchant agrees to give a refund for a Card Transaction, the Bank will make the refund when it receives an appropriate voucher or satisfactory confirmation from the Merchant.
- 4.2 Refunds: The Cardholder can ask the Bank to refund a Card Transaction if all the following conditions are satisfied:
  - i) the payment was made to merchant in the EU or in Liechtenstein, Norway or Iceland (jointly 'EEA');
  - ii) the authorisation that the Cardholder gave did not specify the exact amount to be paid;
  - iii) the amount that has been requested was more than the Cardholder could reasonably have expected to pay based on the circumstances, including the Cardholder's previous spending patterns; and
  - iv) the Cardholder requests a refund within eight (8) weeks of the date the Card Transaction was made from the Account.





- 4.3 The Bank may ask the Cardholder to provide information which is reasonably necessary to investigate whether or not the Cardholder is entitled to the refund. In addition, the Cardholder may also find it helpful to contact the person the Cardholder paid using the Card.
- 4.4 Within 10 working days of receiving the Cardholder's request (or of receiving further information the Bank has asked for), the Bank will either refund the Card Transaction or will inform the Cardholder of its reasons for refusing the refund.
- 4.5 If the Cardholder queries the Card Transaction more than eight (8) weeks after it was taken from the Account or the Card Transaction was made to a merchant outside the EEA, the Bank is not obliged to a make a refund itself but will tell the Cardholder if it can help or suggest other steps that the Cardholder could take.

### 5 Charges and Fees

### 5.1 Cash Withdrawal Fees

A cash withdrawal fee covering third-party fees and the Bank's processing fees in accordance with the Bank's Tariff of Charges shall be debited to the Account for:

- each cash withdrawal made by the Cardholder through an Automated Teller Machine (ATM) other than the BNF ATMs,
- each cash withdrawal made by the Cardholder through any bank branch displaying the VISA symbol other than a BNF branch.

The amount charged shall be dependent on the location and/or the bank or financial institution from which the relative cash withdrawal shall have been made or originated; Provided that the Bank's processing fees in connection with such Card Transactions shall be in accordance with the Bank's Tariff of Charges.

## 5.2 Currency Exchange Fees

• The Bank shall charge a currency exchange fee to the Account in accordance with the Bank's Tariff of Charges on Card Transactions carried out in any currency other than euro. In addition, the amount of the Card Transaction will be converted into euro at the rates of exchange applicable at the time the Card Transaction is cleared by VISA and all charges are for the Cardholder. The exchange rates are the wholesale rates applied by VISA on the date the Card Transaction amount is processed by VISA adjusted by a premium in accordance with the Bank's Tariff of Charges. The Cardholder can ask about the applicable exchange rate by calling the Bank's Customer Care on 2260 1000.

### 5.3 Unauthorised Overdraft Fees

The Bank shall charge an unauthorised overdraft fee to the Account in accordance with the Bank's
Tariff of Charges in the event that the Account becomes overdrawn after a Card Transaction is
effected. Such charge will apply when an authorised overdraft limit has not been extended to the
Cardholder by the Bank.

## 5.4 Card and/or PIN Replacement Fee

- A fee will be charged to the Account in accordance with the Bank's Tariff of Charges if a new Card or a new PIN is issued before the expiry date of the original Card.
- Such fee will be waived by the Bank if the cause for the replacement of the Card and/or PIN is attributable to the Bank.





### 5.5 Disputed Card Transaction Fee

 A fee will be charged to the Account in accordance with the Bank's Tariff of Charges if the Cardholder requests the Bank to dispute a Card Transaction on his/her behalf and the dispute is not determined in favour of the Cardholder.

## 5.6 Overseas Emergency Services

 Applicable fees determined by VISA will be charged to the Account in the event that the Cardholder makes use of any emergency services made available by VISA.

## 6 Unauthorised use or loss of Card

6.1 The Cardholder must take all the reasonable precautions to prevent the loss, theft or fraudulent use of the Card and the PIN being disclosed to any person. The Cardholder must read statements carefully upon receipt or when they become available online. The Cardholder must notify the Bank without undue delay (and in any event, no later than 13 months after the debit date of any unauthorised Card Transaction) upon discovery, or even a suspicion of the unauthorised use of the Card or that the Card has been lost, stolen, misappropriated or that it may be misused or the Cardholder suspects or there is any reason for the Cardholder to suspect that the PIN has become known to another person.

6.2 Subject to clause 6.1 above and the provisions of this clause, the Bank will generally investigate the unauthorised Card Transactions and, if the Bank is reasonably satisfied that the Card Transaction was not authorised by the Cardholder and that the Cardholder is not liable, the Bank will pay back to the Account the amounts of the unauthorised Card Transactions (including any interest or charges paid by the Cardholder as a result of the Card Transaction, as well as any interest which the Bank would have paid to the Cardholder on that amount) over the amount of €50. Thereafter, the Bank will not have any further liability to the Cardholder. The Cardholder will however be unlimitedly responsible for any and all Card Transactions carried out with the Card or the PIN prior to notification in terms of this clause, if the Cardholder has:

i) not used his/her Card in accordance with these Terms and Conditions of Use, in particular, if the Cardholder does not take all reasonable steps to keep safe the Card and the PIN;

ii) not notified the Bank immediately on becoming aware of:

- o the loss, theft, misappropriation or unauthorised use of the Card;
- o the recording on the Account of any unauthorised Card Transactions;
- o any error or other irregularity in the maintaining of the Account by the Bank; or
- o having any suspicions that the PIN is known by any unauthorised third party;

iii) recorded the PIN in any recognisable form, in particular on the Card or on any item which the Cardholder keeps or carries with the Card;

iv) acted in any other way with gross negligence or fraudulently.

After notification to the Bank, the Cardholder will not be liable for any further Card Transactions carried out with the lost, stolen or misappropriated Card. This does not however apply where the Cardholder have acted fraudulently.

6.3 Notification under this Agreement should be made by calling the Bank's Customer Care on 2260 1000 or Freephone Number 8007 3200. If the Card is lost or stolen abroad, The Cardholder may contact the 'VISA Global Card Assistance Service' who are equipped to respond to emergency requests on a 24-hour basis on +1-303-967-1096. Full details may be found on the Visa Europe website





http://www.visaeurope.com/en/cardholders/Lost\_your\_visa\_card.aspx. The Bank will then take steps to stop the use of the Card.

6.4 The Bank requires information and the Cardholder's assistance to help the Bank to recover the Card. The Cardholder is therefore to co-operate with the Bank and with the police in the Bank's efforts to recover the Card and to investigate any unauthorised Card Transactions the Cardholder reports on his/her Account. If the Cardholder is asked to report such Card Transactions to the police, in the country where the loss or theft occurred, as well as locally upon the Cardholder's return, this must be done as soon as possible.

6.5 Should the Cardholder retrieve the Card after s/he has reported it lost or stolen, s/he must not use it but forward it to the Bank cut in half.

## 7 Changes

The Bank may vary these Terms and Conditions of Use (including fees, commissions and charges) by giving the Cardholder two months' notice in writing or such shorter notice period as may be allowed by law provided that:

a) the Cardholder will be deemed to have accepted these amendments, unless the Cardholder notifies the Bank that s/he does not accept these amendments before their entry into force, in which case the Agreement shall be considered terminated. There is no charge for termination of the Agreement;

b) any interest rates related to any Account can be changed without giving the Cardholder notice if the change is to the Cardholder's advantage. The Bank will inform the Cardholder about the change as soon as reasonably possible or by publishing the change in the local press or at the Bank's branches or on the Bank's website www.bnf.bank or through the Bank's [internet] service; and

c) the Bank reserves the right to effect changes without notice if the Cardholder is in breach of or is likely to breach any of these Terms and Conditions of Use or is otherwise in default or in the event of a change in the law and/or a decision or recommendation of a court, regulator or similar body. The Bank will inform the Cardholder about the change as soon as reasonably possible or if applicable, by publishing the change in the local press or at the Bank's branches or on the Bank's <a href="www.bnf.bank">www.bnf.bank</a> or through the Bank's [internet] service.

All changes will come into force and shall be effective upon the expiry of the said notice period.

### 8 Data Protection and Confidentiality

- 8.1 The Bank is bound by the duty of confidentiality under the Professional Secrecy Act and the Banking Act and by the provisions of the Data Protection Act and accordingly all data will be kept secret and processed in terms of the applicable legislation.
- 8.2 While the Bank collects personal information in order to provide its products and services, it will treat all the Cardholder's personal information as private and confidential. Nothing about the Cardholder's relationship with the Bank will be disclosed to any third party, save as provided in these Terms and Conditions of Use or pursuant to the applicable legislation.
- 8.3 Information relating to the Cardholder will be recorded on the Bank's database and used, analysed and assessed by the Bank and other members of the group of companies of which the Bank forms part in servicing the Cardholder's relationship with the Bank. This information, including the nature of the Card Transactions, will be disclosed to members of the said group of companies and others, in order to provide the Cardholder with the service applied for, for marketing purposes, for the purposes of fraud prevention, for audit and debt collection, and to enable services to be processed for the Bank in Malta and overseas.
- 8.4 The Bank may also disclose information about the Cardholder and the conduct of the Account to any person to whom the Bank transfers its rights and obligations under these Terms and Conditions of Use.
- **8.5** More information about how the Bank processes personal data may be found <a href="here">here</a>. (www.bnf.bank/privacy\_policy)





- 9 Statements and information on individual Card Transactions in terms of the Central Bank of Malta Directive no.1 on the provision and use of payment services ('The Directive')
  - 9.1 The Bank will send Cardholders annual statements of Account/s.
  - 9.2 In addition, if the Cardholder is a subscriber to the Bank's [internet] service, information on individual Card Transactions in terms of the Directive will be made available to the Cardholder electronically. This information will be provided and updated real time. If the cardholder requires this information on paper, a charge may apply in accordance with the Bank's Tariff of Charges.
  - 9.3 If the Cardholder is not a subscriber to the Bank's [internet]service, information on individual Card Transactions in terms of the Directive will be made available to the Cardholder once monthly, upon request, at any of the Bank's branches or by calling the Bank's Customer Care on 2260 1000 or Freephone Number 8007 3200. If the Cardholder requests this information more than once monthly, a charge may apply in accordance with the Bank's Tariff of Charges.
  - 9.4 Any charges for paper statements other than the information on individual Card Transactions in terms of the Directive continue to apply in accordance with the Bank's Tariff of Charges.
  - 9.5 The Cardholder is responsible for checking statements and the information on individual Card Transactions in terms of the Directive (referred to above) (whether on paper or electronic) and to contact the Bank immediately if the Cardholder considers that a Card Transaction on the Account is unauthorised or in any manner incorrect.

### 10 Communication

10.1 Unless otherwise provided any notice required to be given under these Terms and Conditions of Use shall be reasonable and any Card, PIN, statement, notice, communication or other document which is required to be given or served by the Bank under these Terms and Conditions of Use shall be notified to the Account holder either in writing, including, with the exception of Card and PIN, by such electronic means as SMS or email (whether through the Bank's [internet] service or otherwise) or where permitted, by publication in the press, at any of the Bank's branches or on the Bank's website www.bnf.bank. When mailed, any such document shall, at the Bank's option, be sent to the address stated in the Application Form as the Cardholder's Address, or at any other address notified in writing by the Cardholder to the Bank, at the Cardholder's risk.

10.2 The Bank may, in the event of suspicion of breach of the security of the Card, or of unauthorised or fraudulent use of the Card, communicate with the Cardholder by phone, email, SMS or any other means regarding specific Card Transactions. The Cardholder must therefore ensure that the contact details s/he provides are accurate and that s/he notifies the Bank promptly of any changes in such details. If the Cardholder is in receipt of an SMS notification pertaining to a specific Card Transaction that is not authorised by the Cardholder, s/he must inform the Bank immediately via the Bank's Customer Care on 2260 1000 or Freephone Number 8007 3200 to enable the necessary action to be taken.

## 11 Right to receive the Terms and Conditions of Use

During the duration of this Agreement, the Cardholder may at any time request a copy of these Terms and Conditions of Use or as they may be amended from time to time.

## 12 Complaints

Any complaints regarding the Card should ideally be first discussed with an official of the branch where the Account is domiciled. If the response is not satisfactory, one may:

- contact the Bank's Customer Care on 2260 1000 or Freephone Number 8007 3200; or
- write to The Manager Customer Complaints, BNF Bank plc, 203, Level 2, Rue D'Argens, Gzira, GZR 1368; or send a secure message via Internet Banking.





In the event that the Cardholder is still not satisfied with the Bank's reply or no agreement was reached with the Bank, the Cardholder may refer the matter in writing to the Office of the Arbiter for Financial Services, as per the contact details provided below:

The Office of the Arbiter for Financial Services, First Floor, Pjazza San Kalcidonju, Floriana FRN 1530, Malta.

Further information may be obtained through the official website: www.financialarbiter.org.mt; Freephone (local calls): 8007 2366 and Telephone: 2124 9245.

### 13 General

- 13.1 The Bank may transfer its rights and obligations under this Agreement, but the Cardholder's rights hereunder will not be affected by such an event.
- 13.2 The Bank may from time to time make additional services or benefits available to the Cardholder as a result of his/her holding an Account and having a Card, and the Cardholder hereby authorises the Bank to divulge to third parties any information that may be required for such services or benefits to be made available to the Cardholder. The Bank will inform the Cardholder about any additional charges and terms that may apply. The Bank may change or withdraw such services or benefits by giving the Cardholder reasonable notice.
- 13.3 If the Bank chooses not to exercise any rights it has against the Cardholder, this shall not imply a waiver of such rights and subject to any applicable periods of prescription, the Bank shall be entitled to exercise any such rights at any time.
- 13.4 The Bank will charge interest at the interest rates applicable for debit balances in relation to the Account as published by the Bank from time to time on amounts that are owed to it by the Cardholder.
- 13.5 Unless otherwise agreed, the English language will be used for the purpose of interpreting this Agreement and for all communications in connection with this Agreement.
- 13.6 This Agreement shall be governed by and construed in accordance with the Maltese law and all disputes between the parties shall be subject to the exclusive jurisdiction of the Maltese Courts.

### 14 Termination and Suspension

- 14.1 The Cardholder may terminate this Agreement, which is for an indefinite term, and cancel the Card at any time by giving the Bank written notice and returning the Card cut in half. In the event that the Cardholder terminates this Agreement, s/he shall also be responsible to cancel all standing instructions or authorities s/he shall or may have given in relation to payments to and/or from the Account; provided that the Cardholder shall remain responsible for any Card Transactions made through the Account after termination of this Agreement.
- 14.2 The Bank may terminate this Agreement or withdraw the Card at any time by giving the Cardholder two months' notice in writing or such shorter notice period as may be allowed by law except where the Card or the Account has been or is likely to be misused or in the event of any other serious reason including breach or a possible breach by the Cardholder of these Terms and Conditions of Use, in which case, termination or cancellation will be immediate.
- 14.3 In addition, the Bank may, at any time, suspend the use of the Card for any objectively justified reasons including the security of the Card, the suspicion of unauthorised or fraudulent use of the Card or a breach or a possible breach by the Cardholder of these Terms and Conditions of Use. In such cases, where possible, the Bank will inform the Cardholder beforehand of the suspension and the reasons for the suspension and at the latest immediately thereafter, unless giving such information would compromise objectively justified security reasons or is prohibited at law. The Bank will inform the Cardholder by telephone or by any available or appropriate means.





- 14.4 Reactivation of a Card or an Account which has been suspended by the Bank on account of a breach by the Cardholder of these Terms and Conditions of Use is subject to a charge in accordance with the Bank's Tariff of Charges.
- 14.5 Termination of this Agreement will not affect any rights or obligations of the Bank or the Cardholder including the Cardholder's liability to the Bank existing at that time and upon termination the Bank may require the immediate repayment of all amounts owed. Interest will continue to accrue on the balance outstanding until full repayment at the interest rates applicable for debit balances in relation to the Account as published by the Bank from time to time.