

TERMS AND CONDITIONS

In consideration of FBC making available to me a Cheque Guarantee Card or FBC Card. I agree to be bound by the following terms and conditions.

DEFINITIONS

In these terms and conditions.

“the Account” means any account held by the Bank in the name of the Cardholder and/or on which the Cardholder is authorised to operate through the use of the Card.

“the Bank” means FBC Bank Limited.

“the Card” means any Cheque Guarantee or FBC Card issued by the Bank in the name of the Cardholder, including any such card issued in replacement or in substitution thereof or in addition thereto.

“the Cardholder” means the person in whose name the card has been issued.

“the Card number” means the number embossed or imprinted on the card.

“the Card facilities” means those services and facilities made available electronically or otherwise by the bank from time to time through the use of the Card.

“use of the Card” means the use of the Cheque Guarantee Card and or / or the FBC Card unless the context clearly indicates a contrary intention.

Words importing one gender include the others; the singular includes the plural and vice versa.

The heading to the paragraphs shall not be used for the purpose of the interpretation thereof.

ACCEPTANCE

Acceptance by the Cardholder of these terms and conditions shall take place on the Cardholder's signature to this document and in the event that the Cardholder has omitted to sign this document upon receipt by him of the Card.

JOINT AND SEVERAL LIABILITY

Where the Cardholder is a person other than the holder of the Account, the Cardholder and the holder of the account shall be jointly and severally liable for the payment of all indebtedness arising from the use of the Card. Partial or full release by the bank of either of them shall reduce the liability of the other of them to the Bank.

DEED USE OF CARD BY CHARDHOLDER

The Cardholder is obliged to return the Card for cancellation if he no longer wishes to use the Card Facilities or if the Account is closed. He must notify the Bank (if such notification is oral

the Cardholder must immediately thereafter confirm the notification in writing) if he knows or reasonably suspects that the Card has been lost, stolen or misappropriated, until he returns the Card or makes such notification all requests made, instructions given and transactions initiated through the use of the Card shall be deemed to have been made, given or initiated (as the case may be) by the Cardholder. The Bank is irrevocably authorised to act on and give effect to all such requests, instructions and transactions and to debit the Account with the amount of all payments and disbursements initiated through and all charges, duties and levies imposed in respect of the use of the Card and to recover all such amounts, charges, duties and levies from the Cardholder.

COUNTERMANDS

The Cardholder shall not be entitled to countermand any request made, instruction given or transaction initiated through the use of the Card.

ACCOUNT TO BE FUNDED

The Bank shall not be obliged to act on or give effect to any payment or disbursement initiated through the use of the Card unless there are sufficient funds in the Account at the time when payment or disbursement is to be made, or unless the Banks has agreed to suitable arrangements. In the event that the Bank makes a disbursement to the Cardholder on the mistaken belief that his account is adequately funded, he undertakes to reimburse the Bank in full of the amount disbursed and all costs associated with, or arising from, the disbursement even if the mistake has been caused by gross negligence on the part of the Bank.

APPROPRIATION

If the Account shall ever be in debit beyond the amount specifically authorised by the Bank, the Bank shall be entitled, in its sole discretion and without notice, to reduce or settle the Account by appropriating to it any moneys standing to the credit of any other account of Cardholder or others held at anytime by the Bank for or on behalf of the Cardholder whether the amounts which are set off against each other are due and payable or not and / or to realise any security lodged with the Bank by or on behalf of the Cardholder and to use the proceeds thereof towards the reduction or settlement of such indebtedness.

LOSSES

The Bank, its officers and servants, shall not be responsible or, accountable to the Cardholder for any loss or damage, actual or contingent, arising from or out of the use of the Card.

TERMINATION AND RESTRICTION OF CARD USE

The Bank may at any time, without prior notice and without giving any reason therefore, terminate or restrict the Cardholder's use of the Card and / or the Card facilities.

CARD OWNERSHIP

Ownership of the Card at all times vests in the Bank and Cardholder shall return it to the Bank forthwith on demand. The Bank may from time to time, in its sole discretion, issue a new Card and/or Card number in replacement of or in substitution for or addition to the card and/or Card number.

CHARGES

Charges imposed by the bank from time to time shall be payable by the Cardholder to the Bank for the provision of the Card facilities, whether or not the Card facilities are being used during the period concerned.

LEGAL AND OTHER FEES

The Cardholder shall be liable for payment of all expenses incurred by the Bank in exercising any right against the Cardholder in respect of any breach of his obligations hereunder, including all legal charges on the attorney and client scale, attorney's collection charges and tracing charges.

CERTIFICATES / RECEIPTS

Any certificate/receipt issued by the Bank as the balance on the account and/or the rate of interest payable and/or any transactions on the Account and or any other matter arising in whole or in part from the use of the Card shall for all purposes be conclusive proof of the facts stated herein.

NO WAIVER

No relaxation, delay or indulgence on the part of the Bank in exercising any of its rights under these terms and conditions shall operate as a waiver of such rights.

ALTERNATIONS AND CONDITIONS

These terms and conditions may only be amended by the Bank at any time by notice in writing to the Cardholder, and the Cardholder shall be bound thereby unless the Card is returned to the Bank within 7 days of receipt of such notice. No oral agreement between the Bank and the Cardholder to alter these terms and conditions shall be any force or effect. These terms and conditions may only be amended by the Bank any time by notice in wiring to the Cardholder, and the Cardholder shall be bound thereby unless the Card is returned to the Bank within 7 days of receipt of such notice.