

## CalBank VISA PREPAID CARD TERMS & CONDITIONS ("Agreement").

Please read it carefully and keep it for your future reference.

### 1. YOUR AGREEMENT

By Activating, using or allowing someone else to use the Card, you agree to be bound by this Agreement.

In this Agreement,

"You", "Your" and "Cardholder" means any person who has received the Card and is authorized to use it as provided for in this Agreement,

"We", "Us", "Our", "CalBank" and "Bank" means CalBank PLC.

"Card" shall mean Visa Prepaid Card issued by us. The card allows you to make purchases and withdrawals wherever Visa branded cards are honoured worldwide.

### 2. Description of Your Card.

The Card is either a debit or prepaid card useable wherever Visa Cards are accepted worldwide. The card is valid for three (3) years. The Card is not a credit card or one that accesses money in an individual checking or savings account. When you use your Card, you are redeeming the value on the card. Your Card is NOT interest-bearing hence the unused available balance on your Card does not earn interest. You can withdraw cash from all Visa branded ATMs. The Card is our property and is nontransferable. We may revoke or suspend your Card or features or services of your Card at any time without prior recourse or notice to you. You must surrender a revoked Card and you may not use an expired or revoked Card. We reserve the right to change the terms of this Agreement, or any features of the Card, from time to time without notice except as required by law.

### 3. Activating Your Prepaid Card.

The load to a Prepaid Card can be made at any CalBank. Each Prepaid card issued should have funds loaded on it. The card can be activated by using it for the first time on a CalBank ATM. If you have not activated your Prepaid Card or have not used all funds on the Card by the "valid thru" your Prepaid Card, please contact us for further instructions and assistance.

### 4. Card Usage Tips

- I** The Card allows convenient and secured electronic access to prepaid funds. Purchases and withdrawals up to the stored value on the Card may be made at all times. If a transaction initiated by you or an authorized user exceeds the remaining balance on the Card, the transaction will be declined. Therefore, you must know the amount available on your Card at all times and inform merchants to process transaction within the limits or to the tune of that amount. Where the value of a transaction intended by you or an authorized user to be made with your Card exceeds balance of value on the Card, you would have to pay the difference using another form of payment. After the amount available on your Card has been exhausted, all attempted transactions will be declined. You agree not to make transactions that exceed the value on your Card. In the event of a completed transaction or Card use fee that results in a negative balance on the Card, you acknowledge and agree that we would recover the amount of the negative balance, plus any applicable fees, and you agree to promptly repay the negative balance. Any amounts owed by you may be deducted from the Card balance immediately upon your next Card reload.
- II** Your use of the Card to purchase goods and services from merchants constitutes a withdrawal from the stored value on the Card. You may use the Card only in the manner and for the purposes authorized by this Agreement. Once a transaction is conducted, you do not have the right to stop payment on that transaction originated with the Card. You are responsible for all authorized transactions initiated by use of the Card. In an event where you have a problem with a purchase that you made with the Card, or if you have a dispute with the merchant, you must deal directly with the merchant involved. If you are entitled to a refund, it is the merchant's own policy on refunds and returns that governs such event of possible refund. Refunds may take the form of a credit to your Card, cash or an in-store credit.
- III** You are responsible for all authorized transactions initiated by use of your Card. If you permit someone else to use your Card, we will treat the permission as an authorization of such person to use your Card and you will be responsible for any transactions initiated by such person with your Card even if the amount of the transactions or number of transaction or number of transactions exceeds what you authorized. Funds available on this Card are non-transferable. Preauthorized or recurring payments by use of the Card are prohibited and you agree not to use the Card for that purpose.
- IV** Contact us immediately on 233 302 680061-9 or [customer-care@calbank.net](mailto:customer-care@calbank.net) if you believe the Card has been lost or stolen, or that someone has accessed or may access money from the Card without your permission.

### 5. Cardholder Responsibilities

- In addition to your responsibilities outlined in this Agreement, you:
  - Agree that we may deduct the amount of your transactions and applicable fees, and any other amounts you owe us in connection with your Card directly from the balance of the Card.
  - Must pay us immediately on demand if, for any reason, the Card does not have a sufficient balance to cover the amount of a transaction and any amounts owed to us.
  - Will not authorize anyone else to use the Card or transfer the Card to anyone. You are not permitted to resell the Card.
  - Will not use the Card in an illegal reload or purchase transaction or Internet gambling transaction.
  - Will use the Card and PIN only as instructed.
  - Will take reasonable steps to protect the security and confidentiality of the PIN you select for the Card. Your PIN should never be shared with anyone.
  - Will notify us right away if you believe the Card or PIN has been lost or stolen or that someone has used or may use the Card or PIN without your permission.
  - Agree to cooperate with us in our investigation of any possible unauthorized use, loss, or theft of the Card.
  - Agree to spend or withdraw funds not exceeding the Bank of Ghana's Foreign Exchange Control Regulation limit, currently set at \$10,000 per travel, subject to periodic review.

### 6. Liability

If we do not complete a load or reload to, or transaction from the Card on time or in the correct amount according to the terms of this Agreement, we will responsible for your losses or damages to the extent permitted under applicable law. The following exceptions, however, shall apply. We shall not be liable where:

- If through no fault of ours, you do not have enough money available on the Card to make the transaction.
- If the ATM, bank, or merchant where you are trying obtain cash does not have enough cash;
- If the system, ATM or POS terminal was not working properly and you knew about the breakdown before you stated the transaction;
- If the failure was caused by an Act of God, dire or other catastrophe, or by an electrical or computer failure or if any other cause beyond our control shall prevent or delay the transaction, load or reload from being completed, despite reasonable precautions that we have taken;
- If you attempt to use a Card that has not been properly activated;
- If the Card has been reported as lost or stolen, has been suspended by us, or we have reason to believe a transaction was not authorized by you. There also may be other exceptions stated in this Agreement or provided by applicable law;
- In any case, we shall only be liable for actual proven damages if the failure to make the transaction, load, or reload on time or in the correct amount resulted from an unintentional and bona fide error despite our procedures to avoid such errors. Neither we nor any other bank will be liable to you for failure to accept or honour your card.

### 7. Applicable Fees

- There are fees associated with the use Card when purchasing goods and services and when withdrawing Cash from the ATM.
- The Cardholder can liquidate funds on the Card into a Cal Account for free or pay a fee to be given cash. Annual Fee: Card Annual fees apply. The fee will not be charged once the balance of the card reaches GHSD but will be held and applied on the next reload. For as long as the card is valid or until Agreement is terminated, the Bank shall renew the card annually at the prevailing cost.
- Card Issuance / Replacement Fee: A Card issuance or replacement fee applies at the prevailing cost and will be imposed for the issuance / replacement of the Card. This fee will be deducted from the card balance.
- Optional Issuer Fee (OIF): a fixed charge applied to international card transactions. This fee is levied to cover costs associated with foreign currency transactions, international processing fees, and other related services incurred during the settlement of international transactions.
- Purpose of the OIF: The OIF is intended to ensure the smooth processing of transactions involving foreign currencies or cross-border payments while mitigating the costs arising from currency exchange fluctuations and international settlement procedures.

Circumstances Under which the OIF Applies:

The OIF will apply under the following conditions:

- Transactions made in a currency other than the cardholder's billing currency.
- Transactions processed by merchants, service providers, or payment platforms outside of the cardholder's home country.
- Cross-border transactions conducted using international payment networks or gateways.

#### • Reference to the Bank's Tariff Guide:

Details of the applicable OIF rate and other related fees are available in the Bank's Tariff Guide. Customers are encouraged to review the guide for comprehensive information on applicable charges.

- By using the Bank's card products for transactions covered under this clause, the cardholder acknowledges and agrees to the application of the OIF as specified herein.

**B.** Your Card is valid until the expiration date indicated on the Card. If your card expires prior to the prepaid balance being depleted, you may request for a replacement of the card. For balance enquiries and other transactions, you may contact the Bank on 233 302 680061-9 or [customer-care@calbank.net](mailto:customer-care@calbank.net).

### 9. Disclosure of Information to Third Parties

We may disclose information to third parties about your Card or transfers you make when any of the following conditions exist:

- When necessary to complete a transaction requested by you;
- To utilize services of third parties and affiliate entities who assist us in providing the Card and related services;
- In order to comply with government agencies or court orders; or
- If you give us written permission;
- To protect against potential fraud and other crimes; or
- When otherwise permitted by Law.

### 10. Governing Law And Jurisdiction

This Agreement is governed in all respects by the laws of Ghana and the parties submit to the exclusive jurisdiction of the Ghana Courts.