



## VISA Gold Card - Membership Proposal

Branch:  Account Number:  Date: 

## D.O. Account Holder Data

Name: Address:  Location: Postal Code: - TIN:  B.I ☐ C.N.I ☐ Pass ☐ID number: Expiration Date:  Indicative  Mandatory FieldPhone:  Email: 

## Professional Data

Occupation:  Company: Address:  Location: Company Activities:  Phone: Mandatory Field

## Card Type / Payment Method

Type of Card to Issue:  Desired Credit Limit: 

I subscribe to the following mode of payment through automatic debit from my checking account until the deadline indicated on the invoice. 10% ☐ 25% ☐ 50% ☐ 75% ☐ 100% ☐

## Associated Guarantee(s)

  

## Card Date

Name Embossed on Card: Mandatory FieldMaximum 25 Characters.

## Declaration

**The Holder Declares that s/he:**

Acknowledges and fully accepts the general terms and conditions of use contained in this agreement, copies of which s/he has received.

Authorizes payments made with the card, as well as the operating cost(s), to be debited from the above-mentioned demand deposit account, as stipulated in the general terms and conditions of use.

Authorizes the personal information collected by iib to be processed and stored electronically, for use in the analysis, decision making, and management of the services to be provided.

Acknowledges that providing the requested information is mandatory and that the information collected is confidential.

The Customer(s)

Intercontinental Investment Bank

Signature: \_\_\_\_\_

Date: 

Signature: \_\_\_\_\_

Date: I have checked the information on this document against the original documents

## General Terms and Conditions of Use for the VISA Gold Card

The Visa Gold card shall be governed by the rules and conditions contained herein. The use of the Gold card implies acknowledgment and acceptance of these general terms of use.

### 1. Identification and Supervision

**1.1.** Intercontinental Investment Bank, S.A., headquartered at Avenida Cidade de Lisboa, P.O. Box 35, Praia, Santiago, Cape Verde, with Tax Identification Number (NIF): 261973240, registered under number: 320100630 with the Commercial Registry Office of Praia, with registration certificate number 4/2019 issued by the Bank of Cabo Verde.

**1.2.** Competent Supervisory Authority: Bank of Cape Verde, located at Av. OUA 2, P.O. Box 7954 – 094 Praia, Santiago Island - Cabo Verde.

### 2. Concept

**2.1.** The Visa Gold card, owned by Intercontinental Investment Bank, S.A., (iib), is a credit card issued by iib within the scope of the Visa International network.

**2.2.** The Visa Gold card is a personal and non-transferable means of payment, with national and international use, issued in the name of Intercontinental Investment Bank, S.A., hereinafter referred to as iib, which will grant users the respective use, in accordance with the clauses of this contract.

### 3. Issuance

**3.1.** The Holder of the Visa Gold card may request the issuance of Visa Gold cards in the name of individuals (users).

**3.2.** The issuance of the Visa Gold card will always depend on a prior request from its future user and approval by iib.

**3.3.** For each Visa Gold card, a credit account will be established, to which a credit limit will be assigned.

**3.4.** The Holder may request, for the same credit account, as many Visa Gold cards as desired, being responsible to iib for all transactions made with these cards.

### 4. Instructions and Other Customer Communications

**4.1.** All communications to be made during the contractual relationship must be made in the Portuguese or English language, notwithstanding other languages that are tacitly accepted by the parties.

**4.2.** Without prejudice to the rules applicable to the effective titling of certain operations, the Customer may communicate with the Bank, including to validly transmit Orders and/or Instructions, through one of the following means:

**4.2.1.** In writing, provided it is duly signed by the Customer (sent to the address of the Bank's

Headquarters as identified on its website at any given time);

**4.2.2.** Through Direct Channels, under the terms and limits provided in their respective General Conditions.

**4.2.3.** By any other means, including through electronic, telephone, or text message methods, provided prior authorization is granted on a case-by-case basis by the Bank.

**4.3.** Except in cases of willful misconduct or gross negligence, the Bank shall not be liable for damages resulting from the use of mail, telephone, email address, Swift, or any other communication system, or arising from delays, losses, breaches, misrepresentations, or inadequate understanding of transmitted information, nor for the falsification of signatures or documents, nor shall it be liable for damages or losses arising from delays, non-receipt (total or partial) of documentation, transmission errors, reception with technical deficiencies, interferences, disconnections, or other anomalies occurring through the communication systems used by the Client and directed to the Bank under this Contract, nor for the delivery to a different location or person than the intended recipient, of information or other elements sent by the Client or third parties.

### 5. Communications Made by the Bank

**5.1.** Written communications and information that the Bank directs to the Client under this Contract or in compliance with any legal or regulatory provisions may be provided (i) in paper format, through correspondence sent on behalf of the primary Holder to the address indicated in the Customer Characterization Form or other(s) indicated by the Client, or (ii) in electronic format, by sending an email message to the address provided by the Client.

**5.2.** The Bank may also use other means of communication, including telephone, express mail services, or companies providing similar services, resort to hand delivery by Bank employees, or contracted messengers under protocol.

**5.3.** The Bank issues and sends to the Client, at the frequency provided for by law, Statements regarding all Debit and Credit transactions made in their D/O Account, as well as any necessary supplementary information.

**5.4.** Upon the Client's request, the Bank may issue other types of statements regarding the D/O Account or with a different frequency, with the Client being charged the amount due for such service and other expenses or taxes.

**5.5.** The Client shall review the statements and supplementary information, and if they notice any incorrectly recorded transactions, they must

## General Terms and Conditions of Use for the VISA Gold Card

immediately notify the Bank of such.

**5.6.** The statements and supplementary information sent to the Client may include, for example:

**5.6.1.** Information regarding the D/O Account, Associated Accounts, or other products and services subscribed to by the Client;

**5.6.2.** Other information that the Bank must provide to its Client, in accordance with this Contract or in compliance with any legal or regulatory provisions.

**5.7.** The Bank may change the usual communication mediums used in communication with Clients, and must communicate such changes, in paper format or other durable medium, with a notice period of 30 (thirty) days prior to the date on which they are intended to take effect.

### 6. Validity

**6.1.** The Visa Gold card has an expiry date, which will be engraved on it, beyond which it should not be used. Generally, the card will be automatically renewed before the expiry of the previous card's validity period, unless the Bank receives notification from the Holder opposing its renewal within 60 (sixty) days prior to the expiry of the aforementioned period. The Holder should inform iib if, after the expiry of the validity period of their card(s), they have not yet received the new one(s).

**6.2.** iib may terminate the card usage agreement at any time by notifying the Holder in writing, with a notice period of 2 (two) months.

**6.3.** In addition to the provisions in the preceding clause, iib may immediately cancel the card usage agreement whenever:

- The Holder fails to pay any amounts owed to iib due to the use of the card(s);
- The Holder engages in abusive use of the card(s) or allows third parties to use them;
- The Holder, in any way, fails to fulfill the obligations resulting from the use of the card(s), including those arising from these general terms;
- There is a change in the Holder's professional or economic situation that, in iib's opinion, jeopardizes their ability to fulfill their obligations to iib.

**6.4.** Upon termination of the card usage agreement, the user will lose all rights associated with the possession and use of the card(s) and must promptly return all issued Visa Gold cards to iib. The user will be responsible for all transactions made with the issued cards until the return is made effective.

**6.5.** iib also reserves the right to retain and destroy the cards, directly or through third parties, including an accredited entity as a Visa card acceptor. The Holder may also renounce the use of the issued cards at any time, and must communicate this decision to iib

simultaneously with the return of the respective plastic properly rendered unusable by making a "hole" in the magnetic stripe. In this case, the user will also be responsible for all transactions made with the cards until the moment of their effective return.

### 7. Annual Fee

**7.1.** The issuance, as well as the renewal of Visa Gold cards, will involve the payment of an annual fee, referred to as the annuity, and stipulated by iib, according to the current tariff.

**7.2.** Cancellation due to non-compliance or waiver of card usage by the user will never be grounds for reimbursement, even partial, of the annuity costs.

**7.3.** iib reserves the right to demand a fee for the reissuance of a lost, stolen, damaged, lost, or forgotten Individual Security Number (PIN) card.

### 8. Operational Rules

**8.1.** To acquire goods and services using the Visa Gold card, the user must adhere to the following operational rules:

- a. Present the card duly signed;
- b. Check and sign the invoices or receipts presented by establishments in accordance with VISA forms, and keep a copy;
- c. Identify oneself when requested;
- d. Use the PIN (Personal Identification Number) at ATMs of the Visa international network or in other circumstances when requested.

**8.2.** The signature of the invoices or receipts mentioned in the previous clause, as well as the use of the Personal Identification Number (PIN), implies authorization for the respective debits.

**8.3.** In the case of transactions provided for by the regulations of the international VISA, for which the use of a signature or the Personal Identification Number (PIN) will not be required, including but not limited to new operations that may be made available to users:

- a. Low-value transactions such as toll and phone payments;
- b. Telemarketing transactions;
- c. Reservation and purchase of tickets for shows;
- d. Hotel reservations;
- e. Mail order/telephone order transactions. The Holder will also be responsible for the amounts debited on their credit account statement(s) until the potential incorrectness of their debit is proven.

**8.4.** iib will not interfere in any incidents or liabilities arising between users and the establishment or owner of the machine, even those originating from the refusal of card acceptance, therefore the user will be responsible for any consequences such facts may cause. For telephone orders, it will be mandatory to provide a security code, in accordance with the

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rules of international VISA. This code is a number composed of the last three digits, printed on the back of the card and located on the right side of the signature panel. The purpose of entering this code is to enhance security in such operations, where there is no physical presence of the card or the user, thus the VISA network will not process transactions without the respective code.

### 9. Utilization

**9.1.** The user assumes full responsibility, before iib, for all uses made with the cards, and authorizes iib to execute them.

**9.2.** The Visa Gold card allows its users to:

a) Purchase goods and services at all national or foreign establishments participating in the international VISA system and identified as such.

**9.3.** Payments made with the Visa Gold card at all worldwide establishments accepting VISA cards should not be burdened by the establishments with any fees or supplements.

**9.4.** Transactions made outside the Eurozone are converted into US dollars when the currency used is not USD, and subsequently into Euros. The average exchange rate applied will be that practiced in the three main global currency markets and calculated by international VISA.

**9.5.** All and any purchase transactions made with the Visa Gold card will always be considered credit purchases and therefore debited to the user's credit account within the limits of the respective balance and reflected in the credit account statement.

**9.6.** Cash advances made at ATMs of the international VISA network will be considered credit withdrawals and therefore debited to the user's credit account within the limits of the respective balance.

**9.7.** In transactions made with the Visa Gold card, the user undertakes to fully comply with the exchange regulations in force at any given time.

### 10. Unauthorized Transactions

**10.1.** In case of loss, misplacement, forgery, theft, robbery, or unauthorized use or misuse of the Card or PIN code, the Holder undertakes to immediately notify the Telephone Service associated with the Card, available 24 hours a day with personalized assistance, through the following numbers: in Cape Verde: +238 260 26 26 from 8:00 a.m. to 4:00 p.m. - iib and +238 800 2424 - SISP.

**10.2.** The service user has the right to obtain rectification under the provisions of the Law and the following numbers, provided that the Bank becomes aware of an unauthorized transaction, incorrectly executed transaction(s), error(s), or irregularity(ies) related to the use of the Card; they should do so

without undue delay, promptly after becoming aware of the above-mentioned transaction(s), and within a period not exceeding 180 (one hundred and eighty) days from the date of the debit of the transaction(s), through the contacts referred to in the previous point.

**10.3.** After being contacted by the Holder regarding an unauthorized payment transaction, the Bank must immediately refund the amount of the transaction in question, by crediting the debited payment account with the corresponding amount, as if the unauthorized payment transaction had not been executed.

**10.4.** Failure to immediately refund in accordance with the preceding paragraph shall give rise to default interest, at the legal rate established under the Civil Code, calculated on a daily basis and settled by the Bank.

### 11. Customer Responsibilities

**11.1.** In case of loss, misplacement, forgery, theft, robbery, or unauthorized use or misuse of the Card or PIN code, the Holder is responsible, up to a maximum of the equivalent of 15,000 CVE, for transactions made up to the limit of available funds in the card account.

**11.2.** In cases of gross negligence by the Holder, they are responsible for transactions made up to the limit of available funds in the card account, even if exceeding the equivalent of 15,000 CVE, depending on the circumstances of loss, misplacement, forgery, theft, robbery, or unauthorized use or misuse of the Card.

**11.3.** In cases of fraudulent behavior by the Holder, they are responsible for all transactions made, even beyond the limits established in point 11.2.

**11.4.** Except in cases of fraudulent behavior, the Holder's responsibility for unauthorized transactions, under the provisions of points 11.1 and 11.2, ceases after notification to the Bank. After notification, the Bank will activate the necessary mechanisms to prevent abusive and fraudulent use of the card.

**11.5.** Without prejudice to the provisions in the preceding points, if the Holder notifies the Bank of the loss, misplacement, forgery, theft, or unauthorized use or misuse of the Card or PIN code, or if there has been unauthorized or incorrect use of the Card, the Bank is authorized to cancel the Card. Furthermore, the Bank is authorized to restrict the possibilities of obtaining a replacement card if the Card has been canceled due to its incorrect use.

### 12. Refund of Authorized Transactions

**12.1.** The Customer is entitled to a full refund by the Bank, upon request within 60 (sixty) days, of an authorized payment transaction initiated by the beneficiary or through them, which has already been executed, provided that one of the following situations



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is verified:

a) The request does not contain the intended amount, and,

b) The amount of the transaction exceeds the amount that the Bank could reasonably expect based on the Customer's previous spending profile.

**12.2.** The Bank has the right to request factual and evidential elements from the Customer regarding the circumstances indicated in the preceding point.

**12.3.** The Bank has a period of 10 (ten) business days, from the date of receipt of the request referred to in point 10.13, to make the refund or refuse it, provided that it is duly justified.

**12.4.** The Customer can lodge a complaint regarding the refusal identified above through the means indicated in point 24.2. of this contract.

### **13. Credit Limit**

**13.1.** The credit limit is understood as the maximum amount that the user can owe to iib at any given time. Transactions made with the Visa Gold cards, whether manual or electronic, considered individually or collectively, may not exceed the credit limit established between the user and iib. These transactions will be debited to the respective credit account, whose initial balance is constituted by the assigned credit limit.

**13.2.** The available credit and the difference between the credit limit and the transactions already made and not settled by the user, whether or not they have been recorded in the credit account statements, the credit limit will be automatically restored upon settlement of the debt.

**13.3.** If the user exceeds the granted credit limit, the excess will be added to the debt.

### **14. Interest Rate**

**14.1.** Failure to pay the full balance indicated on the credit card statement will result in the accrual of interest, debited to that account, calculated on the outstanding amount, and will be computed from the payment due date.

**14.2.** The interest rates referred to in the previous point are stipulated in the Bank's tariff.

**14.3.** The interest rate, repayment period, and the amount of each installment will be updated in accordance with the provisions in the general conditions.

**14.4.** Failure to pay the minimum mandatory amount or the fixed amount indicated on the credit card statement will result in the interest rate specified in the bank's tariff, plus a late payment penalty interest rate of 2% per year, as a penalty clause.

### **15. Credit Card Statements**

**15.1.** The iib will provide the user with a monthly statement of their credit account, reflecting the references and amounts of transactions made by them, as well as payments made during that period.

### **16. Settlement of Credit Card Statement**

**16.1.** The total amount owed will be paid monthly by permanent debit order to the current account associated with the card, as indicated by the user.

**16.2.** The iib may debit the user for any charges incurred due to collection difficulties arising from non-compliance situations. In the event of non-payment that necessitates legal action, it will be based on the user's latest statement provided.

### **17. Payments**

**17.1.** The card user undertakes to always maintain a sufficient balance in the current account, ensuring it is adequately provisioned to cover debits resulting from card usage, thereby authorizing the iib to debit said current account for the value of payments made with the card and for its operational cost.

**17.2.** Payments made by the iib, for which there are insufficient funds in the said account, will accrue interest at the highest rate applied by the Bank for active operations, plus the current legal default interest surcharge or any replacement thereof.

**17.3.** If there are insufficient funds in the associated current account, the iib reserves the right to debit another current account held at the iib in the name of the card user or any term deposit account held at the iib, also in the name of the card user.

### **18. Security**

**18.1.** The Bank, when issuing a payment instrument, ensures that its personalized security devices will only be accessible to the customer entitled to use the said instrument.

**18.2.** To prevent fraudulent use of the Visa Gold card, certain precautions should be taken, including:

a) Card users should sign them immediately upon receipt, even if there is no immediate intent to use them;

b) Each card will be assigned an individual security number (PIN), necessary for accessing ATMs within the international VISA network to make credit withdrawals, or in other circumstances where requested, which must be kept secret. Card users must take all appropriate measures to ensure the security of the card and its PIN, including:

- Not allowing third parties to use their card, even as their agents;
- Not disclosing their PIN to third parties;
- Memorizing their PIN and refraining from writing it down;

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- Not storing or recording the PIN in an intelligible manner or in a location accessible to third parties;
- Not recording the PIN on the card or on anything carried or stored together with the card.

**18.3.** If users do not heed the precautions mentioned in the previous point, they will always be responsible for transactions occurring under those conditions.

**18.4.** Users will also be responsible for all transactions made by third parties if it is proven that they were due to the user's fraud or gross negligence.

**18.5.** The iib may, at any time and without incurring any liability to the user, refuse authorization for any transaction if it arises from reasons of user protection or related to the payment authorization system.

**18.6.** The iib reserves the right to cancel the card without prior notice, replacing it with a new one with a new number, whenever this is due to user protection reasons or related to the card operating system. This replacement incurs no cost to the user.

### 19. Loss or Theft

**19.1.** In case of loss, theft, or misplacement of the card, the user should immediately notify the iib or Visa International using the following numbers: For iib: +(238) 260 26 26 or for Visa International: +(1) (410) 581 99 94 or +(1) (410) 581 38 36.

When contacting Visa International, the following information should be provided:

Issuer Bank Name - Intercontinental Investment Bank, S.A.,

Issuer Country - Cabo Verde;

Card Type - VISA Gold. As well as the respective card number and any other requested elements.

**19.2.** The cardholder's overall liability for all transactions made with the card cannot exceed the value, as of the date of the first irregular transaction, of the available balance relative to the credit limit known to the cardholder and ceases upon the notification referred to in point 19.1.

**19.3.** If it is proven that the loss, theft, or misplacement of the card resulted from the willful misconduct or gross negligence of the cardholder, they will be responsible for all transactions made by the card, even those carried out beyond the mentioned period.

**19.4.** Transactions made with the personal identification number (PIN), however, will always be the responsibility of the user until the aforementioned notification.

**19.5.** Upon notification, the Bank will activate the necessary mechanisms to prevent abusive and fraudulent use of the card, requiring payment of an amount to the Bank. This amount, referred to as "inclusion on the Blacklist," is specified in the Bank's general tariff.

### 20. Emergency Services

In case of loss, theft, or misplacement of the card abroad, the cardholder may request card replacement and/or an emergency cash advance (up to the amount or equivalent of USD 5,000) by contacting the addresses or phone numbers provided, with the expenses being debited from their credit account.

### 21. Amendments

**21.1.** The cardholder undertakes to inform the iib of any relevant changes necessary for the proper fulfillment of this contract that occur in their personal or financial situation, including situations such as unemployment or divorce.

**21.2.** The iib reserves the right to change the clauses of this contract, as well as the applicable interest rates, with a 30 (thirty) day notice to the cardholder. The iib considers any changes accepted by the cardholder unless contested within 30 (thirty) days from the date of said notice.

**21.3.** The use of the card after the aforementioned period constitutes a presumption of acceptance of the contractual changes in question.

**21.4.** The cardholder undertakes to inform, in writing, of any change in the initially indicated postal address.

### 22. Tariff

All expenses, annuities, and other fees to be charged are defined in the tariff, which can be consulted at any iib branch.

### 23. Jurisdiction

For all matters arising from the use of the Visa Gold card, Cape Verdean law applies, and the Court of the City of Praia is chosen, with express waiver of any other jurisdiction.

### 23. Law and Extra-Judicial and Judicial Means of Dispute Resolution

**23.1.** This Contract is governed by Cape Verdean Law, namely the Legal Regime regulating the provision of payment services and the issuance, distribution, and refund of electronic money in Cabo Verde by authorized entities, approved by Legislative Decree No. 8/2018, of November 28.

**23.2.** Without prejudice to the provisions in the following points, in the event of a complaint or dispute arising from the interpretation, validity, or execution of this Contract, the Cardholder may resort to the following complaint channels: Complaints book, email: [qualidade@iibanks.com](mailto:qualidade@iibanks.com), address Avenida Cidade de Lisboa, P.O. Box 35, Praia, telephone +238 260 26 26, and to the extra-judicial conflict resolution entities to which the Bank has adhered or to the Behavioral Supervision Office of the BCV via email: [gsc@bcv.cv](mailto:gsc@bcv.cv) or telephone: +238 260 70 00.

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### 24. Collection and Processing of Personal Data:

**24.1.** Without prejudice to the cardholder's right to object as enshrined in article 20 of Law No. 133/V/2001, of January 22, and subsequent amendments, the elements and data collected by iib in the context of adherence to this Card will be kept for as long as iib considers relevant, will undergo automated processing, and are intended to be included in an iib Personal Data File which it, as the controller, may use for the following purposes:

- Analysis, decision-making, management, and operation of the Cards;
- Adequacy of product supply to the Cardholder and/or Bearer;
- Promotion and marketing actions of financial products, insurance, and others;
- Compliance with all applicable legal or regulatory provisions. iib may assign or transmit the elements and personal data:
  - (i) in accordance with and for the purposes provided for by applicable legislation;
  - (ii) to companies directly or indirectly owned, controlled, or participated in by iib, and to companies that are within the iib's supervisory perimeter or that are consolidated with it for accounting purposes.

**24.2.** The Cardholder is ensured access to the data of which they are the holder and the right to rectify or delete it in accordance with the law, whenever requested in writing.

**I acknowledge and accept the General Conditions of Use in their entirety, as stated in this document, and declare that I have received a copy.**

Signature:

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Date: