



Adhesion Contract / Card Replacement – Vinti4

[illegible][illegible]

Name:

Name:

Mandatory Field

Name Embossed on Card:

Mandatory Field

Maximum 25 Characters.

I declare that I am aware of and accept the General Conditions of Use of the card

Other Customer(s)

Signature: _____

Intercontinental Investment Bank

Date:

General Terms and Conditions for Debit Card Use

Debit cards issued by Intercontinental Investment Bank, S.A. are governed by the terms and conditions outlined in this contract. The use of the cards implies acknowledgment and acceptance of the general and specific 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 at the Commercial Registry Office of Praia, with registration certificate number 09 issued by the Bank of Cape Verde.

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

2. Concept

2.1. The cards identified in this document are the property of Intercontinental Investment Bank, S.A., hereinafter referred to as iib or the Bank. Issued within the Vinti4 Network, they are personal and non-transferable means of payment for domestic use.

2.2. The cards are linked to a current deposit account at iib and allow access to this account at national ATMs and automatic payment terminals (APTs).

3. Language and Communication

3.1. The Contract and any communications or notifications made under it are drafted in Portuguese or English.

3.2. Without prejudice to any specific provision to the contrary, communications and notifications under this Contract shall be made: (i) by the Bank, in writing, by letter sent to the Cardholder's domicile, through the email address provided by the Cardholder, or verbally via telephone, and (ii) by the Cardholder, in writing, through the email address: operativa@iibanks.com or by letter to Avenida Cidade de Lisboa, P.O. Box 35, Praia, Santiago, Cape Verde.

3.3. The Cardholder undertakes to inform, in writing, of any changes to the initially provided address.

4. Issuance

4.1. The cards are issued in the name of an identified natural person referred to in this document and hereinafter referred to as the holder.

4.2. If associated with a collective current deposit account, it must be jointly liable for its operation.

4.3. The issuance of any card is always subject to a prior request from its future holder and approval by the Bank.

5. Right of Withdrawal

5.1. The cardholder may freely terminate this contract within a maximum period of 14 (fourteen) calendar days without the need to indicate the reason.

5.2. The deadline for exercising the right of withdrawal starts from the date of signature of this contract.

5.3. In order for the withdrawal of the contract in question to take effect, the cardholder must dispatch the declaration by sending a letter or by written communication delivered to iib, provided that either of the mentioned communications is dispatched within the period referred to in 5.1 and accompanied by the return of the card duly rendered unusable.

Upon termination of the contract, iib has the right to retain and destroy the card.

5.4. Upon exercising the right of withdrawal, the cardholder must pay to iib all amounts expended as taxes, as well as those related to any and all operations carried out with the card in the meantime.

6. Card Validity

6.1. Cards have an expiration date engraved on them, beyond which they should not be used. The Bank may renew the card provided that the cardholder does not oppose it within 60 (sixty) days preceding the expiration of the aforementioned period.

6.2. In the event of death, interdiction, or incapacitation of the cardholder, the right to use the card expires, and the respective heirs or representatives must immediately return the card to iib, refraining from using it under any circumstances.

7. Validity and Effectiveness

7.1. This contract takes effect from the date indicated therein and is entered into for an indefinite period.

7.2. iib may terminate the contract, provided it communicates its decision to the cardholder in writing with a notice period of at least 60 (sixty) days.

7.3. The cardholder may terminate the contract, without stating a reason and free of charge, provided they communicate their decision to iib with a notice period of 30 (thirty) days by sending a registered letter with acknowledgment of receipt or written communication delivered to iib.

7.4. Upon exercising the right of termination, the cardholder is obliged to pay to iib all amounts owed under this contract resulting from the use of the card until the date the termination takes effect.

7.5. Once the contract has been terminated, for any reason, the cardholder will lose all rights inherent to its possession and use, and must promptly return the card to iib duly rendered unusable. iib also reserves the right to retain and destroy the card.

8. Termination

8.1. iib may terminate the contract at any time by written communication to the cardholder, through the address provided by them, whenever:

i - the cardholder engages in abusive use of the card or allows third parties to use it;

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ii - the cardholder, in any way, fails to fulfill the obligations resulting from the use of the card, including those arising from this contract;

iii - there is a change in the cardholder's professional or economic situation that, in iib's opinion, jeopardizes their ability to meet their obligations to the Bank.

9. Annual Fee

9.1. The issuance and renewal of cards entail the payment of an annual fee. The amount of the annual fees is stipulated in the Bank's general price list, which is available for consultation.

9.2. After the withdrawal period referred to in point 5.1. of these general terms, the cancellation of card usage by the cardholder, due to non-compliance or termination, will never be a reason for reimbursement, even partially, of the annual fee costs.

9.3. If the cardholder does not agree with the changes made to the clauses of this contract, as referred to in point 9.2 of these general terms, and wishes to terminate the contract due to disagreement with said changes, they will be entitled to a refund of the paid annual fee or a portion thereof, proportionate to the remaining period.

9.4. iib reserves the right to demand a fee for the reissuance of a card in poor condition or for forgetting the PIN. This fee, referred to as a replacement fee, is specified in the Bank's general price list.

10. Security

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

10.2. To prevent fraudulent use of the cards, the following precautions should be taken:

10.2.1. Cardholders should sign the cards immediately upon receipt, even if they do not intend to use them immediately;

10.2.2. Each card will be assigned an individual security number, called a PIN, which must be kept secret. The cardholder must take all appropriate measures to ensure the security of the card and its PIN, including:

- Not allowing third parties to use their card;
- Not transmitting their PIN to third parties;
- Not storing or recording the PIN in a way that could be intelligible or accessible to third parties;
- Not recording the PIN on the card or on something kept or transported together with the card;

10.3. If the precautions mentioned in point 10.2 are not taken into account, the cardholder will always be responsible for transactions that occur under those conditions.

10.4. The Bank may, at any time, if it incurs any liability to the cardholder, refuse authorization for any operation, whenever it arises from reasons of protecting the cardholder or related to the payment authorization system.

10.5. iib reserves the right to cancel the card without prior notice, replacing it with a new one with a new number, whenever this arises from reasons of protecting the cardholder or related to the card operating system. This replacement does not imply any cost to the cardholder.

11. Usage

11.1. Cards allow the cardholder to purchase goods and services. Cash withdrawals are also permitted at bank branches, Vinti4 system payment machines, and automatic payment terminals.

11.2. For security reasons, the use of cards issued by iib on Internet sites considered risky, such as those related to pornography, gambling, is prohibited, with the Bank reserving the right to cancel the card without prior notice in these cases.

11.3. All transactions made with the debit card are debited to the associated current deposit account, which is included in the customer's account statement, and are limited by the available balance of said account.

11.4. In the event of a dispute between the Bank and the cardholder, the burden of proof lies with whoever invokes the fact in their favor, with the other party obliged to provide their best cooperation, including providing the information and documentation requested regarding the dispute in question.

12. Unauthorized Transactions

12.1. In case of loss, misplacement, forgery, theft, robbery, or abusive appropriation of the Card or PIN code, as well as in cases of improper or incorrect use of the Card, the Cardholder undertakes to immediately notify the Intercontinental Investment Bank, S.A. through the number: 260 26 26, from 8:00 am to 4:00 pm, or the SISF through the number: 800 24 24 available 24 hours a day.

12.2. The service user has the right to obtain correction under the provisions of the Law and the following paragraphs, provided that the Bank becomes aware of an unauthorized transaction, incorrectly executed transaction, error(s), or irregularity(ies) related to the use of the Card; it must 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 debit of the transaction(s), through the contacts referred to in the previous section.

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12.3. After being contacted by the Cardholder regarding an unauthorized payment transaction, the Bank must immediately reimburse the amount of the transaction in question by restoring it to the debited payment account, such that it is as if the unauthorized payment transaction had not been executed.

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

13. Customer Responsibilities

13.1. In the event of loss, misplacement, forgery, theft, robbery, or abusive appropriation of the Card or PIN code, the Cardholder is responsible, up to a maximum amount equivalent to 15,000\$00 CVE, for transactions made up to the limit of available funds in the card account.

13.2. In cases of gross negligence by the Cardholder, 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\$00 CVE, depending on the circumstances of the loss, misplacement, forgery, theft, robbery, or abusive appropriation of the Card.

13.3. In cases of fraudulent activity by the Cardholder, they are responsible for all transactions made, even beyond the limits established in paragraph 13.2.

13.4. Except in cases of fraudulent activity, the Cardholder's liability for unauthorized transactions, under the provisions of paragraphs 13.1. and 13.2., ceases after notification to the Bank. After notification, the Bank will activate the necessary mechanisms to prevent abusive and fraudulent use of the card.

Without prejudice to the provisions of the preceding paragraphs, if the Cardholder notifies the Bank of the loss, misplacement, forgery, theft, or abusive appropriation of the Card or PIN code, or if there has been improper 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 in the event that the Card has been canceled due to its improper use.

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

13.6. The Bank has the right to request from the Customer the factual and evidential elements of the circumstances indicated in the previous paragraph.

13.7. The Bank has a period of 10 (ten) working days, from the date of receipt of the request referred to in point 13.5, to make the reimbursement or refuse it, provided it is duly justified.

13.8. The Customer may file a complaint regarding the refusal identified above through the means indicated in Clause 16.4 of this contract.

14. Loss or Theft

14.1. In case of loss, misplacement, forgery, theft, or robbery of the card or PIN, as well as in cases of improper or incorrect use of the card, the cardholder undertakes to immediately notify the Intercontinental Investment Bank, S.A. through the number: 260 26 26, from 8:00 am to 4:00 pm, or the SISF through the number: 800 24 24 available 24 hours a day.

14.2. The cardholder is also obliged to notify the Bank whenever unauthorized transactions, errors, or irregularities related to the use of the card are detected.

14.3. After notification, the Bank will activate the necessary mechanisms to prevent abusive and fraudulent use of the card, upon payment of a fee to the Bank. This fee, referred to as "Blacklist Inclusion," is specified in the Bank's general price list.

14.4. Transactions made with the PIN are always the responsibility of the customer until the notification referred to in point 14.1., with the Bank obliged to prevent movement of the associated current deposit account after said notification.

14.5. The customer will not be responsible for card uses due to the events referred to in point 14.1. after the said notification has been made.

15. Changes

15.1. The cardholder agrees to inform the Bank of any changes that occur in their unemployment or divorce situation, relevant to the correct fulfillment of this contract.

15.2. iib reserves the right to amend the terms of the clauses of this contract with a prior notice of 30 (thirty) days to the cardholder. The Bank considers any amendment accepted by the cardholder unless contested within 30 (thirty) days from the date of sending the respective notice.

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16. Law and Extra-Judicial and Judicial Means of Dispute Resolution

16.1. This Contract is governed by Cape Verdean law and jurisdiction, specifically the Legal Regime regulating the provision of payment services and the issuance, distribution, and reimbursement of electronic currency in Cape Verde by authorized entities, approved by Legislative Decree No. 8/2018, of November 28.

16.2. To adjudicate all matters arising from it, the Judicial Court of Praia is hereby established as competent, with express waiver of any other jurisdiction.

16.3. This Contract is governed by Cape Verdean Law.

16.4. Without prejudice to the provisions of 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: complaint book, email: qualidade@iibanks.com, address Avenida Cidade de Lisboa, C.P. n.º 35, Praia, telephone: +238 260 26 26, and to the extrajudicial conflict resolution entities to which the Bank has adhered, or to the Behavioral Supervision Office of the BCV via email: gsc@bcv.cv or telephone: +238 260 70 00.

17. Collection and Processing of Personal Data:

17.1. 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 data collected by iib in the context of joining this Card will be retained for as long as iib considers it relevant, will undergo automated processing, and are intended to be included in iib's Personal Data File, which it, as the data controller, may use for the following purposes:

- analysis, decision-making, management, and operation of the Cards;
- adaptation of product provision to the cardholder and/or bearer;
- promotional and marketing actions of financial services and products, insurance, and others;
- compliance with all applicable legal or regulatory provisions.

iib may transfer or transmit personal data:

(i) in accordance with and for the purposes provided for in applicable legislation;

(ii) to companies directly or indirectly owned, controlled, or participated by iib and to companies included in iib's supervisory scope or consolidated with it for accounting purposes.

17.2. The cardholder is guaranteed access to the data of which they are the subject and the right to rectify or delete them 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:

Date: