



## Membership Application – VISA Kretxeu Prepaid Card

Date: 

## Mandatory Field

Telephone:

Email:

*Mandatory Field*

Phone:

Email:

*Mandatory Field*

Maximum 25 Characters.

The Cardholder and/or bearer further declares to have received a copy of the General and Specific Terms and Conditions and these Particular Terms and Conditions.

Intercontinental Investment Bank

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

## General Terms and Conditions of Use for the VISA Kretxeu Prepaid Card

The iib VISA Prepaid Card shall be governed by the rules and conditions contained in this Agreement. The use of the Card implies knowledge and acceptance of the General Conditions and the Specific Conditions for Access to Card Support Channels.

### 1. Identification and Supervision

**1.1.** Intercontinental Investment Bank S.A., headquarters at Avenida Cidade de Lisboa, P.O. Box 35, Praia, Santiago, Cape Verde, with VAT number: 261973240, registered under number 3076 at 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 Cabo Verde, located at Av. OUA 2, P.O. Box 7954 – 094 Praia, Santiago Island - Cape Verde.

### 2. Concept

**2.1.** The prepaid card (hereinafter also referred to as the Card) is the property of Intercontinental Investment Bank S.A., hereinafter also referred to as iib. The Card is a personal and non-transferable means of payment, issued by the Bank under the VISA Electron Network with international use, which can be loaded with funds (Available Funds).

**2.2.** The Card can only be accepted as a form of payment when used in accordance with these Conditions.

### 3. Issuance

**3.1.** The Card is issued in the name of an individual, hereinafter referred to as the Holder.

**3.2.** The Card is based on a card account supporting the Available Funds.

**3.3.** The issuance of the card will always depend on a prior request from Holder and its approval by the Bank.

### 4. Loading the Card

**4.1.** The Holder, or a third party, may load the card account through an express request to the Bank.

**4.2.** If the Card is associated with a collective current account at the Bank, it must be jointly liable for its transactions.

### 5. Card Use

**5.1.** Depending on the type of Card, the Holder may use the Available Funds for cash withdrawals, purchase of goods and services, and payments, either through ATMs of the Vinti4 Network (in Cabo Verde) and Multibanco (in Portugal) or Visa International, or through Automatic Payment Terminals at commercial establishments.

**5.2.** All transactions made with the Card, whether in Cabo Verde or abroad, are debited to the respective card account, appear on the statement of this account, and are limited to the Available Funds of said account.

**5.3.** For security reasons, the use of the Card issued by the Bank on websites, national or foreign, considered risky, including those related to pornography and games of chance, is prohibited. In these cases, the Bank reserves the right to cancel the card without prior notice.

**5.4.** If the Holder is a minor, the Bank is authorized to use available techniques to restrict the use of the Card and block transactions related to the purchase of goods or services prohibited for minors.

### 6. Card Account Balance

**6.1.** The balance of the card account, based on credit and debit movements, may be updated on the next business day after the transaction, so the balance may not correspond at all times to the Available Funds.

**6.2.** As a result of the previous point, temporary reductions in the card account balance may occur for which the Bank cannot be held responsible.

**6.3.** The Bank will not be responsible for the payment of any transactions that exceed the balance and the Available Funds in the card account and that occur during the period when the respective updates have not stabilized.

**6.4.** If, for any reason, the value of a transaction exceeds the balance and the Available Funds in the card account, the transaction will be declined, and if for any reason it is not, the Holder will be responsible for restoring the balance and associated charges.

### 7. Information

**7.1.** Whenever the Holder makes a transaction, they can ensure that it has been carried out and obtain the respective receipts through the Card Support Channels.

**7.2.** Whenever the Holder has any questions regarding transfer errors, account history, or statement, or needs more detailed information about any transaction on their card account, they should contact the Card Support Channels.

### 8. Card Validity

**8.1.** The Card has an expiration date, which is engraved on it, after which it cannot be used. The Bank may renew the card provided that the Holder does not oppose it within the 30 (thirty) days preceding the expiration date.

**8.2.** In case of death, incapacity, or legal disability of the Holder, the right to use the card expires, and the respective heirs or representatives must immediately return the Card to the Bank. The Bank also reserves the right to retain and destroy the card directly or through third parties, including an accredited entity as a VISA card acceptor, as well as to cancel the card if it becomes aware of the death of the Holder through any means.

## General Terms and Conditions of Use for the VISA Kretxeu Prepaid Card

### 9. Validity and Effectiveness

**9.1.** This Agreement shall take effect from the date indicated therein and is concluded for an indefinite period.

**9.2.** The Bank may terminate the Agreement by communicating its decision to the Holder in writing, with a notice period of at least 2 (two) months.

**9.3.** Without prejudice to the provisions of clause 9.1, the Holder may terminate the Agreement and request the cancellation of the Card at any time, without stating a reason and free of charge, through the Card Support Channels, subject to the provisions of Clauses 11.2, 11.3, and 11.4.

**9.4.** Upon exercising the termination right, the Holder is obliged to pay the Bank all amounts owed under this agreement and arising from the use of the Card, until the date the termination takes effect.

**9.5.** Once the Agreement has been terminated, for any reason, the Holder will lose all rights inherent to the possession and use of the card, and must return it properly deactivated to the Bank. The Bank also reserves the right to retain and destroy the card directly or through third parties, including an entity accredited as a VISA card acceptor.

### 10. Amendments

**10.1.** The Bank reserves the right to change the terms of this Agreement, as well as the applicable fees and charges, with a 30 (thirty) days' notice to the Holder. The Bank considers any changes accepted by the holder provided that they do not contest them within 30 (thirty) days from the date of sending the respective notice.

**10.2.** The Bank will consider any changes accepted by the Holder provided that they do not contest them within 30 (thirty) days from the date of sending the respective notice.

**10.3.** The use of the card after the expiry of the period referred to in the previous point constitutes a presumption of acceptance of the contractual changes in question.

**10.4.** After being notified of the changes to the Agreement, the Holder may terminate it immediately and free of charge, provided that they communicate their decision to the Bank in writing, by registered letter with acknowledgment of receipt, within 30 (thirty) days.

### 11. Card Cancellation

**11.1.** The Bank may terminate the Agreement at any time by providing written notice to the Holder, with at least 2 (two) months' notice prior to the date from which it intends the termination to take effect, and is authorized to cancel the Card whenever any of the following circumstances occur:

(a) The Holder uses the Card to make payments

exceeding the Available Funds;

(b) The Holder uses or attempts to use the Card for the acquisition of illegal or prohibited products or services under the Terms of these Conditions;

(c) The Holder engages in abusive use of the Card or allows third parties to use it;

(d) In case of non-compliance by the Holder with the provisions of these Conditions.

**11.2.** In the event of Card cancellation, the Holder must render it unusable by perforating the magnetic strip or the chip and return it to the Bank by registered mail, with the Holder being responsible for all transactions made up to the date of mailing.

**11.3.** In case of non-return of the Card by the Holder, the Bank reserves the right to retain and destroy the Card directly or through third parties, including any entity accredited as a VISA card acceptor.

**11.4.** In any case of Card cancellation, the Available Funds will be returned to the Holder by bank transfer to the account with the IBAN indicated to the Bank by the Holder. If the Holder also holds a current account with the Bank, the Available Funds will be credited to that account. In any case, the Holder will bear a cost of 500\$00 (five hundred Cape Verdean escudos) corresponding to the respective charges, as provided in the bank's price list.

### 12. Operational Rules and Debit Authorization

**12.1.** To acquire goods or services using the Card, the Holder must:

- Present the Card duly signed;
- Verify and sign the invoices or receipts presented by establishments in accordance with VISA forms and retain a copy;
- Identify themselves when requested;
- Use the PIN code at Automatic Payment Terminals that allow this form of authentication or in other circumstances when requested.

**12.2.** The use of the PIN code, as well as the signature of the invoices or receipts referred to in section 12.1., will imply authorization for the debit of the respective amounts from the card account.

**12.3.** Transactions provided for in the regulations of VISA International, for which the use of a signature or the entry of a PIN code is not required, including:

- Low-value operations, such as toll and phone payments;
- Telemarketing transactions;
- Reservation and purchase of tickets for shows;
- Hotel and vehicle reservations;
- Mail order or telephone order transactions;
- New operations that may be made available to the Holder; will result in debiting the corresponding amounts to the card account, which is hereby

## General Terms and Conditions of Use for the VISA Kretxeu Prepaid Card

accepted by the Holder.

**12.4.** In transactions made by mail order or telephone order, the indication of a Security Code will be mandatory, in accordance with the rules of VISA International. This code is a number composed of the last three digits, printed on the back of the card, located on the right-hand side of the signature panel.

### 13. Security Devices

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

**13.2.** To prevent fraudulent use of the Card, the following preventive measures should be taken:

- The Cardholder should sign it immediately upon receipt, even if they do not intend to use it immediately;
- Each Card will be assigned a PIN code, which should be kept secret. The Cardholder must take all appropriate measures to ensure the security of the Card and its PIN code, including;
- Not allowing third parties, even agents, to use their Card;
- Not disclosing their PIN code to third parties;
- Memorizing the PIN code and refraining from writing it down;
- Not storing or recording the PIN code in a way that could be intelligible or accessible to third parties;
- Not recording the PIN code on the Card or anything kept or carried together with the Card.

**13.3.** The Bank may, at any time, and without incurring any liability to the Holder, refuse authorization for any operation, whenever such refusal is due to reasons of protecting the Holder or related to the payment authorization system.

**13.4.** The Bank reserves the right to block the Card whenever:

- It arises from reasons related to the protection of the Holder;
- It arises from reasons related to the card operating system;
- There is suspicion of unauthorized or fraudulent use of the Card.

**13.5.** If, for security reasons or legal impediments, the Bank cannot notify the Holder in advance of the Card's blockage, the Holder will be notified of the blockage and its justification as promptly as possible.

**13.6.** Once the reasons outlined in Section 13.4 cease to apply, the Bank will unblock the Card or replace it with a new one. This replacement does not imply any cost to the Holder, unless the blockage occurred due to the Holder's fault.

### 14. Unauthorized Transactions

**14.1.** In case of loss, theft, forgery, robbery, theft, or unauthorized use of the Card or PIN code, as well as in cases of improper or incorrect use of the Card, the Holder undertakes to immediately notify the Card-associated Telephone Service, available 24 hours a day with personalized assistance, through the following numbers: iib Cabo Verde: +238 260 26 26 from 8:00 am to 4:00 pm – and SISP: +238 800 24 24.

**14.2.** 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 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 mentioned in the previous section.

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

**14.4.** Failure to provide immediate reimbursement under the previous paragraph shall give rise to late payment interest, at the legal rate established under the Civil Code, calculated on a daily basis and settled by the Bank.

### 15. Customer Responsibilities

**15.1.** In case of loss, theft, forgery, robbery, theft, or abusive appropriation of the Card or PIN code, the Holder is responsible, up to the maximum amount equivalent to 15,000 CVE, for transactions made up to the limit of the available funds in the card account.

**15.2.** In the event of gross negligence by the Holder, they are responsible for transactions made up to the limit of the Available Funds in the card account, even if they exceed the equivalent of 15,000 CVE, depending on the circumstances of the loss, theft, forgery, robbery, theft, or abusive appropriation of the Card.

**15.3.** In case of fraudulent conduct by the Holder, they are responsible for all transactions made, even beyond the limits established in Section 15.2.

**15.4.** Except in cases of fraudulent conduct, the Holder's liability for unauthorized transactions, under the provisions of Sections 15.1 and 15.2, ceases after notification to the Bank. Upon notification, the Bank will activate the necessary mechanisms to prevent abusive and fraudulent use of the card.



## General Terms and Conditions of Use for the VISA Kretxeu Prepaid Card

**15.5.** Without prejudice to the provisions of the preceding sections, if the Holder notifies the Bank of the loss, theft, forgery, robbery, or abusive appropriation 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.

**15.6.** In case of disclosure of the elements referred to in Section 13.2, the Holder must immediately notify the Bank of the occurrence, by letter, telephone, email, or in person, and request a new issuance of the access data to the Card Support Channels, when applicable.

**15.7.** The Holder assumes all losses resulting from the use of the Card Support Channels by third parties if they have, in any way, disclosed the elements referred to in Section 13.2.

**15.8.** The Bank is only responsible for losses resulting from the use of the Card Support Channels by third parties when such use occurs after receipt of the communication referred to in Section 14.1.

**15.9.** The Holder is responsible for losses resulting from transmission errors, technical deficiencies, interferences, or disconnections occurring via and within the scope of the communication systems used to access the Card Support Channels, unless the occurrence of the harmful event is attributable to the Bank's negligent act or omission.

### **16. Refund of Authorized Operations**

**16.1.** The Customer is entitled to full reimbursement 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 is verified:

- a) The request does not contain the intended amount, and/or
- b) The amount of the transaction exceeds the amount that the Bank could reasonably expect based on the Customer's previous spending profile.

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

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

**16.4.** The Customer may file a complaint regarding the above-identified refusal through the means indicated in point 22.3 of this contract.

**16.5.** The Customer may file a complaint regarding the above-identified refusal through the means indicated in point 21.2 of this contract.

### **17. Responsibility for Transaction Execution**

**17.1.** The Bank shall be liable for direct damages caused to the Holder as a result of non-execution or defective execution of a transaction due to malfunctioning of the machine or terminal in which the Card is used. The Bank cannot be held responsible for any damage caused by a technical failure of the Multibanco system, Vinti4, the Visa International Network, or Automatic Payment Terminals if such failure has been communicated to the Holder through a written message on the device display, provided that it becomes obvious in any other way.

**17.2.** In the event of a dispute between the Bank and the Holder, it is the Bank's responsibility to prove that it complied with the information requirements established in the regime identified in point 20 of this contract, and the Bank undertakes to provide its best cooperation, including providing the information and documentation requested regarding the dispute in question.

**17.3.** Under no circumstances shall the Bank be held liable for any loss suffered by the Holder, regardless of its nature, resulting directly or indirectly:

- (i) from contracts entered into between the Holder and the commercial establishments participating in the Visa Network, for the acquisition of goods or services using the Card; and/or (ii) from the non-acceptance of the Card at any commercial establishment participating in the Visa Network, resulting from communication failure and/or deficiency, service deficiency, or any defects in the goods or services acquired with the card.

### **18. Annual Fee**

**18.1.** The issuance, as well as the renewal of VISA Debit cards, will imply the payment of an annual fee, referred to as an "anuidade," stipulated by the bank, as per the current Price list.

**18.2.** The Bank reserves the right to replace concept of an annual fee with the concept of a monthly fee, being able to charge 1/12th of the annual fee monthly.

**18.3.** The annual fee is only due by the Cardholder for the proportionate period until the date of termination of the Contract; if the annual fee has been paid in advance by the Cardholder, they shall be entitled to a partial refund thereof, proportional to the period not yet elapsed. If the annual fee has been replaced by a monthly fee, in accordance with clause 18.2, the obligation to pay it ends at the end of the month in which the termination of the Contract takes effect.

## General Terms and Conditions of Use for the VISA Kretxeu Prepaid Card

**18.4.** The Bank reserves the right to demand a fee for the replacement of a card in poor condition or for forgetting the PIN code (in which case it may reassign the PIN). This fee, referred to as a Replacement Commission or PIN Reassignment, is stipulated in the bank's price list.

### **19. Exchange Rate**

**19.1.** Transactions under this Contract are denominated in Euros.

**19.2.** Transactions made in a currency other than the Euro are converted into US Dollars when the currency used is not US Dollars, and subsequently converted into Euros. The average exchange rate applied will be that practiced in the three main global foreign exchange markets and calculated by Visa International, with the respective changes being immediately applicable. In operations carried out in a currency other than the Euro, the exchange rate applied is increased by a service commission, as stipulated in the bank's Price list.

### **20. Copy of the Contract**

During the term of the Contract, the Cardholder may, at any time, request from the Bank a new copy of the Contract, on paper or any other durable medium.

### **21. Language and Communication**

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

**21.2.** Without prejudice to any specific provision to the contrary, communications and notifications provided for in this Contract shall be made:

(i) by the Bank, in writing, through a letter sent to the Cardholder's domicile, via 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](mailto:operativa@iibanks.com) or through a letter to Avenida Cidade de Lisboa, P.O. Box No. 35, Praia, Santiago, Cabo Verde.

**21.3.** The Cardholder undertakes to inform, in writing, of any changes to their initially provided address. Law and Extra-Judicial and Judicial Means of Dispute Resolution.

**22.1.** For all issues arising from the use of the cards, where judicial recourse is necessary, the law of Cabo Verde is applied, and jurisdiction lies with the Court of the Praia District.

**22.2.** This Contract is subject to Cape Verdean law and jurisdiction, notably the Legal Regime that regulates the provision of payment services and the issuance, distribution, and reimbursement of electronic money in Cabo Verde by authorized entities, approved by Legislative Decree No. 8/2018, of November 28.

**22.3.** 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 mechanisms: complaints book, email: [qualidade@iibanks.com](mailto:qualidade@iibanks.com), address Avenida Cidade de Lisboa, P.O. Box No. 35, Praia, telephone: +238 260 26 26, and to extrajudicial dispute 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.

### **23. Specific Conditions for Access to Prepaid Card Support Channels**

#### **23.1. Definition**

**23.2.** The Card Support Channels are an alternative means of communication between the Cardholder and the Bank, allowing operations to be performed without the need to visit the Bank's Branches.

**23.3.** For the purposes provided for in these Conditions, Channels are understood as the Internet and other forms of remote access that may be defined by the Bank.

**23.4.** Operations that the Bank may provide for each of the cards and at any given time can be carried out using the Card Support Channels.

#### **24. Access**

**24.1.** To access the Card Support Channels, the Cardholder must identify themselves to the operator of the respective channel.

**24.2.** For the purposes stated in point 24.1, the Cardholder may access, by responding to random questions generated by the Bank's computer system, in case of using the Channel through the entry of a "username" and "password" provided by the Bank, if accessing via the internet.

**24.3.** The Cardholder authorizes the Bank to record, in magnetic or other media, the communications made between the parties in the context of using the Card Support Channels.

#### **25. Operations**

**25.1.** By requesting access to the Card Support Channels, the Cardholder accepts that any person who complies with the provisions of point 24.2 will have access to the information related to their card associated with the Channel, and may perform any operations associated with it, provided they are available, under the terms of point 23.

**25.2.** The operating hours for conducting operations through the Card Support Channels shall be those established and disclosed by the Bank from time to time, with time limits being set for determining the date on which each operation is carried out and its value date.

## General Terms and Conditions of Use for the VISA Kretxeu Prepaid Card

**25.3.** The Bank reserves the right to require written confirmation of any operation requested through the Card Support Channels, as well as not to execute the same until receipt of said confirmation.

**25.4.** The Bank will not comply with any order requested through the Card Support Channels if the Cardholder's identification is not deemed correct, if there are doubts about the identity of the person transmitting the order, or if the security of communications or the system is at stake.

### **27. Suspension or Termination of Access**

**27.1.** The Bank reserves the right to suspend or terminate access to the Card Support Channels whenever security reasons justify it.

**27.2.** The Card Support Channels may be temporarily unavailable due to technical needs and/or failures, with the Bank not guaranteeing their operability at all times. The Bank cannot be held responsible for any damages resulting from such unavailability.

### **28. Collection and Processing of Personal Data**

**28.1.** Without prejudice to the Cardholder's right of opposition established in Article 20 of Law No. 133/V/2001, of January 22, and successive amendments, the elements and data collected by iib in the context of joining this prepaid card will be kept for as long as iib deems relevant, undergo automated processing, and are intended to be integrated into iib's Personal Data File, which it, as the controller, may use for the following purposes:

- Analysis, decision-making, management, and operation of prepaid cards;
- Adaptation of product supply to the Cardholder and/or Bearer; promotion and marketing actions of financial services and products, insurance, and others;
- Compliance with all applicable legal or regulatory provisions.

iib may transfer or transmit the personal data:

(i) in accordance with and for the purposes provided for in applicable law; (ii) to companies directly or indirectly owned, controlled, or participated by iib and companies within iib's supervisory scope or that are consolidated with it for accounting purposes.

**28.2.** 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: