**Visa Debit Card**

**Bank Windhoek DEBIT Card Conditions**

These terms and conditions are applicable to **ALL DEBIT CARDS**

In addition to the General Terms and Conditions (Terms) as acknowledged and accepted by you and as amended from time to time on the Bank Windhoek Ltd Website, the following Terms and Conditions are applicable to Bank Windhoek Visa Debit cards.

1. **DEFINITIONS**

   In this agreement:

   1.1  "The Account" means the bank account to which the Card relates and which is designated by the applicant for the posting of his Card transactions;

   1.2  "The Account Holder" "you" “your” means the person whose account, joint or single, is to be debited in respect of the Card transactions;

   1.3  "ATM" means an automated teller machine;

   1.4  "Bank ATM" means a Bank Windhoek Automated Teller Machine;

   1.5  "The Bank", "Bank Windhoek", “it”, “we”, “us”, “our” means Bank Windhoek Limited, Registration Number 079/81;

   1.6  "Card" means a Visa Classic, Visa Premier, Visa Electron Debit or Fuel Card issued by the Bank;

   1.7  "Card transactions" means the value of the goods and services purchased by means of the Card or of cash withdrawals effected with the Card;

   1.8  "Goods and Services" means services rendered by a Merchant, which includes but is not limited to retail services, fuel, lubricants and/or spares;

   1.9  "Merchant" means a merchant recognised by the Bank to have an internationally recognised merchant category code as set by international card associations.

   1.10 "Principal Card Holder" means the person to whom a Card has been issued; "Secondary Card Holder" means a person in whose name an additional Card has been issued and “Multiple Card Holders” means persons in whose name an additional Card has been issued. The term "Card Holder" used on its own includes the Principal, Secondary Card Holder and the Multiple Card Holders;

   1.11 "PIN" means the Personal Identification Number as chosen by the Card Holder for use with the Card;

   1.12 "POS" means the point of sale of any authorised merchant or establishment equipped with a terminal to accept Cards and Card transactions;

   1.13 The clause headings are inserted for convenience only and shall not affect the interpretation of the agreement;

   1.14 The singular includes the plural;

   1.15 Any gender includes the other genders.
2. **DAILY (DEFAULT) WITHDRAWAL AND PURCHASE LIMITS:**
The following daily (default) withdrawal and purchase limits will be applicable to the issued debit cards:

<table>
<thead>
<tr>
<th>Card Product</th>
<th>POS Purchases</th>
<th>ATM Withdrawals</th>
<th>Internet Purchases (CNP)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Visa Debit Card</td>
<td>N$ 2,000.00</td>
<td>N$ 1,000.00</td>
<td>N$ 2,000.00</td>
</tr>
<tr>
<td>Visa Classic (Silver)</td>
<td>N$ 5,000.00</td>
<td>N$ 2,000.00</td>
<td>N$ 5,000.00</td>
</tr>
<tr>
<td>Visa Premier (Gold)</td>
<td>N$ 10,000.00</td>
<td>N$ 2,000.00</td>
<td>N$ 10,000.00</td>
</tr>
<tr>
<td>Visa Fuel Debit Card</td>
<td>N$ 2,000.00</td>
<td>Not applicable</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>VISA Electron Junior</td>
<td>N$ 2,000.00</td>
<td>N$ 1,000.00</td>
<td>N$ 2,000.00</td>
</tr>
</tbody>
</table>

3. **PURPOSE OF THE BANK WINDHOEK VISA CLASSIC, VISA PREMIER AND VISA ELECTRON DEBIT CARDS**

3.1 All Debit Cards must be linked to a Current Account with the Bank. All Cards can be linked to either or both a current and savings Account with the Bank.

3.2 The Card enables the Card Holder to:
   3.2.1 Withdraw cash from any Bank ATM and from selected POS locations, as well as all ATMs displaying the Visa and/or Visa Electron emblem, in the currency of the country where the ATM or POS is located;
   3.2.2 Pay electronically for goods and services both locally and abroad, at the POS of any authorized Merchant;
   3.2.3 Obtain through any Bank ATM an account balance and a statement of the latest transactions thereon;
   3.2.4 Effect on any Bank ATM, and within limits authorized by the Bank, transfers between any of his Bank accounts designated by him and agreed to by the Bank;
   3.2.5 Change his PIN at any Bank ATM.

4. **PURPOSE OF THE BANK WINDHOEK FUEL CARD**

4.1 The Bank Windhoek Fuel Card must be linked to a current or savings Account with the Bank.

4.2 The Card enables the card holder to pay electronically for Goods and Services, at the POS of any authorised Merchant.

4.3 The Bank Windhoek Fuel Card may only be utilized for Fuel or Vehicle related purchases.

5. **ISSUE OF CARDS AND SECONDARY CARDS**

5.1 The Bank shall issue the Card to the applicant Card Holder whose application has been accepted.

5.2 The written request of the Principal Card Holder, the Bank may in its discretion issue an additional Card to a Secondary Card Holder, nominated in such request and whose Card transactions will be chargeable to the Account of the Principal Card Holder. In this regard it is agreed that:
5.2.1 The Bank, in addition to any other rights provided herein, may cancel any rights of a Secondary Card Holder by giving notice of cancellation to the Principal Card Holder in which event the Principal Card Holder shall secure the return of the Secondary Card Holder’s Card to the Bank;

5.2.2 The Principal Card Holder may terminate the rights of any Secondary or Multiple Card Holder by advising the Bank in writing and such termination shall only become effective upon the Principal Card Holder securing the return of such Secondary or Multiple Card Holder’s Card to the Bank;

5.2.3 The Principal Card Holder shall be responsible for payment to the Bank of all indebtedness incurred as a result of any Card transaction concluded by a Secondary Card Holder;

5.2.4 These conditions shall, with the necessary amendments, if any, apply mutatis mutandis to any Secondary Card Holder as if such Secondary Card Holder were the Principal Card Holder.

5.3 In the event that the Account earmarked for Card transactions is operated on by multiple Card Holders, the Account Holder consents to the use of the Cards by the designated Card Holders and the eventual debits to the Account resulting from such use.

6. PERSONAL IDENTIFICATION NUMBER

6.1 The Bank is authorised to debit the Account Holder’s Account with all amounts withdrawn by means of the Card and PIN.

6.2 The Card Holder shall take all precautions possible to prevent the PIN from becoming known to any unauthorised person. Should the PIN, for any reason, become known to any other person the Account Holder and/or Card Holder shall immediately advise the Bank of such fact. The Bank shall, on instructions of the client, either cancel the card or issue the Card Holder with a new PIN. All verbal instructions must be confirmed in writing within 48 hours.

6.3 The Account Holder shall nevertheless be liable to the Bank for any transaction effected by the use of the Card until the receipt of such notice mentioned in 5.2 by the Bank.

6.4 The provisions relating to the loss or theft of the Card as set out in 9 hereunder shall apply mutatis mutandis to the situation where the Card Holder's PIN becomes known to an unauthorised person.

7. USE OF THE CARD

7.1 The Card Holder shall:

7.1.1 Immediately on receipt sign the Card in the appropriate place;

7.1.2 Only use the Card, which is valid solely for the period specified thereon, subject to the provisions set out in 8 and 10 hereunder;

7.1.3 Observe the limit applicable to the Account as notified by the Bank from time to time;

7.1.4 Comply with applicable Exchange Control Regulations whenever a Card Transaction occurs outside the Common Monetary Area;

7.1.5 Exercise all necessary precautions against loss or theft of the Card or disclosure of the PIN ensuring that any record of the PIN is kept separate from the Card;
7.1.6 Immediately on loss or theft of the Card or disclosure of the PIN notify the Bank, verbal notice to be confirmed in writing within 48 hours;

7.1.7 Whilst always liable for genuine Card transactions, and, unless having availed of the lost Card Protection Plan and having notified the Bank as contemplated in 6.1.6, be liable for all transactions debited to the Account prior to receipt of such notice.

7.2 The Card Holder shall sign a sales voucher issued by a Merchant in respect of each Card transaction. Failure to sign such voucher shall not exempt the Card Holder from liability to the Bank for any payment made by the Bank in respect of the use of the Card.

7.3 The Bank incurs no liability to the Card Holder if any merchant declines or fails to honour the Card or if there is a dispute as to the nature, quality or quantity of any goods or services acquired from the merchant, it being acknowledged that no merchant is an agent of the Bank. In regard hereto it is agreed that:

7.3.1 Disputes arising from the supply of such goods and services shall be settled directly with the merchant without the Bank being constituted a party thereto;

7.3.2 The Account Holder shall consequently not be relieved of his obligations to the Bank in respect of the underlying Card transactions;

7.3.3 No claim by the Card Holder against any merchant may be the subject of or any cause for set-off or counterclaim against the Bank;

7.3.4 Any refund by a merchant to the Card Holder will be credited to the Card Holder’s Account on receipt by the Bank of a properly issued refund voucher from the merchant.

7.4 The issue and/or use of the Card does not in any way entitle the Account Holder to any credit facilities on his Account and is subject to the terms and conditions at present or in future existing in respect of the Account. Interest shall be levied on any overdrawn amount irrespective of the type of Account or if such Account has the requisite facilities. Such overdrawn amount together with interest shall be recoverable from the Account Holder on demand.

7.5 The Card Holder undertakes not to use the Card unless there are sufficient funds standing to the credit of the Account to meet the payment of any Card transactions generated by means of the Card and/or PIN, or prior arrangements have been made with the Bank for such payment.

7.6 The use of the Card outside the Common Monetary Area is subject to the applicable Exchange Control Regulations, as stipulated from time to time by the Bank of Namibia, and it is the Card Holder’s and Account Holder’s responsibility to keep themselves informed of such regulations and act accordingly when making use of the Card.

7.7 The fraudulent, incorrect or illegal use of the Card by the Card Holder, the Account Holder or any other party, shall not relieve the Account Holder of his liability to the Bank in respect thereof.

7.8 It is agreed that:

7.8.1 The Bank, although exercising the utmost good faith and care, does not in any way guarantee the rights of the Card Holder and/or Account Holder to any bills of exchange or other negotiable instruments deposited;

7.8.2 All negotiable instruments and bills of exchange will only be available in cash after being honoured in accordance with applicable Bank policies and statutory requirements.

7.9 The Card Holder and Account Holder acknowledge that a certificate signed by any Manager of the Bank (whose appointment need not be proved) shall be sufficient proof:
7.9.1 Of the amount owed and payable by the Account Holder and/or Card Holder to the Bank;
7.9.2 That a transaction was effected by means of the Card Holder's Card and PIN and that a transaction can only be effected in such manner and by no other means.

7.10 In addition to any other transactions generated by any other means, detailed information of all Card transactions entered into by use of the Card and/or PIN, will be shown on the Card Holder's and/or Account Holder's statements in respect of his Account.

7.11 The Card Holder must not use the card for any illegal transactions, including the purchase of any goods and services prohibited by law in Namibia. It is the card holder’s responsibility to determine the legality of any transaction before using the card.

7.12 The use and operation of the card shall be subject to such arrangements as the Bank may have with the Electronic Clearing House, Namclear (Pty) Limited.

8. AMENDMENT TO WITHDRAWAL AND PURCHASE LIMITS
8.1 The transactions performed with the Card are linked to the Account and shall be subject to daily/transaction limits for POS Purchases and ATM Withdrawals
8.2 The Account Holder may request the Bank to amend the Daily/transaction ATM Withdrawal Limit and/or POS Purchase Limit.
8.3 The Account Holder understands that this amendment is done at the Account Holder’s request and that the Account Holder shall not hold the Bank liable for any losses that may arise from this request.
8.4 The Account Holder hereby indemnifies and holds the Bank harmless against any claims, demands, proceedings, losses and damages (including indirect and consequential) incurred, suffered as result of any transactions above the default limit that may arise as a result of fraudulent card transactions. The Account Holder accepts full liability for the difference between the increased limit and the default limit and takes full responsibility of the risk associated with the increased limit(s).
8.5 The Account Holder irrevocably undertakes and warrants that he/she/it will not make any demand or institute any action/claim against the Bank should he/she/it incur any damage or loss as result of the increased limit(s) on the above mentioned card.
8.6 The Account Holder/Card Holder will thus carry the risk of any transactions above the default limit and will have to bear the loss of the difference between the default limit and the increased limit.

9. PROVISIONS RELATING TO ATM’S (NOT APPLICABLE TO BANK WINDHOEK FUEL CARDS)
9.1 The ATM records shall be sufficient proof and evidence of the amounts withdrawn through the use of his Card by the Card Holder, entitling the Bank to debit the same to the Account.
9.2 The Bank shall in no circumstances be liable for the malfunction, temporary breakdown, failure of power supply to or misuse of the ATM or for any cause whatsoever which may result in the retention of the Card or it being defaced, torn, destroyed or rendered unusable, and shall not be held liable for any loss or damage which the Card Holder may suffer in consequence thereof.
9.3 Improper use of the ATM or unsuccessful attempts to key in the Card Holder’s PIN will result in the automatic retention of the Card which the Card Holder may then only recover by calling at any of the Bank’s branches with proper means of identification.
10. **LOSS OR THEFT OF CARD**

10.1 Should the Card be lost or stolen the Card Holder undertakes to report, telephonically or in writing, such loss or theft to any branch of the Bank, furnishing the Card Holder’s identity number, account number and Card number (if available).

10.2 A verbal or telephonic report of loss or theft shall be of no force and effect unless confirmed in writing by the Card Holder within 48 hours.

10.3 All telephonic instructions are recorded for evidential purposes and the Card Holder hereby consents to the recording by the Bank.

10.4 The Card Holder shall not make the Card available to any other person and shall take all reasonable precautions possible to prevent the Card from being lost, stolen or falling into the possession of any unauthorised person.

10.5 The Account Holder and Card Holder shall remain jointly and severally liable to the Bank for any transaction effected by the use of the Card until receipt by the Bank of the written notice specified in 10.2 above, and such Card transactions shall be deemed to have been effected by the Card Holder himself.

10.6 In the event of a dispute as to the effective date and time of such report in terms of 10.1 above, the time and date of receipt of the written confirmation in terms of 10.2 shall be prima facie regarded as the date of notification to the Bank.

10.7 Claims in respect of disputed transactions that took place more than 60 days before the date of receipt of the written confirmation in terms 10.2 above, will not be considered by the Bank.

11. **FEES**

11.1 All Card transactions debited to the Account arising from this agreement, will be subject to the standard chargeable levies in respect of such fees as finance charges, service fees and tax levies on the Account.

11.2 The Bank shall further be entitled to collect from the Card Holder an item fee as determined from time to time by the Bank on each transaction made with the Card and/or PIN and to debit this fee against the Account.

11.3 In the event that a Card Holder authorises the Bank to issue or re-issue any Card and/or PIN to him, such authorisation shall entitle the Bank to debit the cost of such re-issue against the Account.

11.4 The Bank is entitled to debit our account with the then applicable amount, for card protection, per issued card, the first debit on acceptance hereof and future debits annually thereafter, until this authority is cancelled by me in writing.

11.4.1 The Account Holder acknowledge that they are aware that payment of the fee will exempt me from liability for debits, up to the daily (default) withdrawal and purchase limits, generated by the unauthorized use of the Account Holder’s Bank Windhoek Visa Electron or Debit Card.

11.4.2 The exemption will only be effective from the receipt by the Bank of a notice, in a manner prescribed by the Bank.
11.4.3 For the avoidance of doubt, the Account Holder will remain liable for all debits generated on the account, until the required notice is received.

12. DURATION, VALIDITY, RENEWAL AND TERMINATION OF THE CARD

12.1 The Card shall at all times remain the property of the Bank and the Bank may, in its discretion, terminate its validity at any time or refuse to renew it on expiry and demand the return thereof, in which event the Card Holder undertakes to return the Card to the Bank. Termination of the Card shall be at the Bank’s discretion and subject in the Bank’s opinion to reasonable notice.

12.2 The Card Holder shall be liable to prosecution in the event that he continues to make use of the Card after such demand by the Bank.

12.3 On the closing of the account on which the Card is operated, it shall be the duty of the Card Holder to return the Card immediately to the Bank.

12.4 In the event of the death or sequestration of the Principal Card Holder, or the breach by him of any of the conditions of this agreement for the time being in force, the Bank may, in addition to other remedies it may have, take such steps as are necessary to stop any operation by means of the Card and to withdraw the Card.

12.5 The issue of a Card, the extent of services accessible thereby as well as the limitation or termination of the use of a Card will at all time be in the discretion of the Bank. The Bank may exercise this right of limitation or termination without notice to the Card Holder.

12.6 The Card shall be replaced in the discretion of the Bank at its expiry date, unless the Card Holder has given contrary instructions.

12.7 If the Card is, in terms of the provisions of this clause, so cancelled or revoked by the Bank; or the Card Holder commits a breach of any condition herein; or the Bank calls for surrender of the Card; or when the expiry date of the Card is reached, the Card Holder shall immediately terminate the use of the Card. The Bank shall be entitled to give notice of the cancellation of the Card to any merchant or anyone else as it may deem fit, and the Card Holder shall have no cause of action or remedy in respect of such notification.

12.8 The Card Holder may terminate this agreement at any time by surrendering all Cards to the Bank.

12.9 Any termination in terms hereof shall not affect the Card Holder's liability to the Bank in respect of any use of the Card.

13. SANCTIONS AND JURISDICTION

13.1 The Card may not be used for any unlawful purpose, including the purchase of goods or services, prohibited by any law enforceable in Namibia and or any other country. The improper or fraudulent or unlawful use of the Card shall expose the Card Holder to the withdrawal of his Card and shall render him liable to prosecution.

13.2 Should the Bank exercise its rights against the Card Holder and/or Account Holder in respect of any breach of the Card Holder's and/or Account Holder's obligations hereunder, they undertake, jointly and severally, to pay all expenses incurred by the Bank, including all legal charges (on attorney and client scale), collection charges and tracing fees. The Card Holder and/or Account Holder authorise the Bank to debit the Account with all such costs incurred.
13.3 The Account Holder and/or Card Holder, jointly and severally, agree to the jurisdiction of the Magistrates Court in respect of any matter relating to the conduct of the Account, for any action that may arise from the use of the Card and/or PIN, or arising from this agreement, notwithstanding that the amount in issue may exceed the jurisdiction of such court. The Bank shall, in its discretion, be entitled to institute any such proceedings in the High Court of Namibia.