

Zenith Bank Debit Card Terms and Conditions

1. Definitions

- 1.1 "Account" means an account from which payments are made under condition below and shall apply whether or not the account number is altered at any time and will extend to any account opened in substitution for the Account which may be at any of our branches
- 1.2 "Dual Currency" means international transactions are charged to the USD domiciliary account while Dalasi transactions are charged to a selected Dalasi account
- 1.2 "Agreement" this document
- 1.3 "Authorization" means confirmation given to a Merchant, bank or Automatic Teller Machine (ATM) for card transaction initiated by the card holder.
- 1.4 "Card" means our Debit Card issued to you under the Card Association payment scheme
- 1.5 "Card Number" means the number embossed across the middle of the card.
- 1.6 "PIN" means personal identification number issued to or selected by you or any Additional Cardholder.
- 1.7 "Merchant" means a person who agrees, by arrangement with us or a Card Association, to accept the Card as payment for goods, services or cash
- 1.8 "Transaction" means any use of the card or card number to make or authorize payments to Merchant or the use of the Card and PIN in cash machines otherwise to obtain cash.
- 1.9 "Card Association" means card brand and platform your card is issued on i.e. MasterCard, Visa, InterSwitch or eTransact
- 1.10 "We", "Ours", "Us" means Zenith Bank and / or any division of Zenith Bank(Gambia) Limited.
- 1.11 "You/Your" means the customer(s) to whom a Card is issued by us.

2. Use of Card

- 2.1 You must ensure that all Cards are signed immediately on receipt and that you comply with any instructions we may give regarding the use and safekeeping of Cards .
- 2.2 You may only use the Card:
 - 2.2.1 within the validity period embossed on the Card; and
 - 2.2.2 if you have available credit balance or available but undrawn borrowing facility on the Account. In determining availability we may take into account the amount of any transaction not yet debited and any authorization we may have given in respect of a prospective transaction.
- 2.3 Transactions in currencies other than USD will be converted to USD debited to your domiciliary account using the market rate determined by Card Association, while local transactions will be debited to your Dalasi current/ savings account.
- 2.4 Subject to clause 12, you will be liable for the amount of all Card Transactions and Charges debited to the Account.
- 2.5 If the Card expires or is lost or stolen, the provision of a new Card will be at our sole discretion.
- 2.6 The Card may not be used for illegal purposes.
- 2.7 You should exercise reasonable care when given your card details to a Merchant to ensure the integrity of the Merchant and that your card details will not be subject to a continuous unauthorized debiting.
- 2.8 you may use the card to draw cash from any ATM displaying the Card Association's symbol world wide.
- 2.9 We will issue you with a Personal identification Number (PIN). We will not give your PIN to anyone but you. You can use your PIN with your card for withdrawing money and using other services available from self-service machines. You may also be asked by a Merchant or other supplier to enter your PIN into a secure PIN pad when you pay person for goods and services with your Debit Card. If you have a disability that prevents you from using a chip and PIN card please contact us.
- 2.10 We may refuse to authorize a payment if we consider that your card or account has been or is likely to be misused, whether fraudulently or otherwise. To enable us to authorize a payment we may refer an authorization request back to the Merchant or supplier for further information. You may be asked to produce further identification by the Merchant or supplier.
- 2.11 You cannot stop a card payment only authorized but a Merchant may initiate a refund. We will credit your account when we receive any such refund we cannot be responsible for any delay in receipt of the refund.

3. Safeguarding the Card and PIN

- 3.1 You must take all possible steps to keep the card safe and all card security details secret at all times.
- 3.2 we have issued you with a PIN, you must take all reasonable precautions to prevent fraudulent use. These include:
 - 3.2.1 Shielding the key pad at self-service machines or the secure PIN pad at premises of Merchants or other suppliers when entering your PIN and undertaking transactions,
 - 3.2.2 not creating PINs that are easy to guess if you change your PIN e.g.12344444, your date of birth or your telephone number;
 - 3.2.3 complying with all reasonable instruction we issue regarding keeping your PIN safe.
- 3.3 You must never allow any other person to use your Card whether with or without the card number to the PIN, but if you do so, you will be liable for any debits to the account without limitation.
- 3.4 You must never write the PIN on the card including on any material kept with the card.
- 3.5 You may only disclose the card number for the purpose of making a valid verified transaction or when reporting the loss or theft of the card or when we authorize disclosure.
- 3.6 When using your card to pay for goods or services through the internet or other electronic media, you are strongly recommended to use "secure payment" sites and software.
- 3.7 You must inform us at once if any of your statements has an entry of transaction(s) you do not recall.
- 3.8 You must report any lost or stolen card as soon as practicable (see condition 12.1)

4. Card transaction

- 4.1 The card or card number can be used to make or authorize payments to Merchants who accept the card. The card PIN can be used in cash machines which accept the card to obtain cash.
- 4.2 Once the card has been authorized for a transaction, the transaction cannot be stopped
- 4.3 If the card is used to draw cash from a cash machine operated by another bank, there may be a handling charge.
- 4.4 we may be requested to authorize a purchase other payment you make with your card before it can be completed. If we do, your account balance will be reduced by the amount of the authorization we may request for a authorization

5. The Account

- 5.1 Your Account is governed by our Personal or Business Banking Terms and Conditions if there is a conflict between those terms and conditions and these Card Association Debit Card conditions, the latter prevail.

5.2 We will deduct the amount of all transactions from the account. This applies whether or not the account is overdrawn or becomes overdrawn as a result.

5.3 We may deduct the amount of a transaction from any other account we hold in your name(s), if we consider it appropriate to do so

5.4 If you owe us money we can, without needing any further consent from you, debit your account and transfer any sum to another account you have with us.

5.5 If an authorization is given by us, the card transaction will immediately reduce the amount which can be drawn on the account, even though the amount has not been deducted from the account by then.

6. Payment

6.1 Transactions will normally be debited to your account within working days of a transaction. All Transactions will be shown on your regular bank statement.

7. Charges

- 7.1 We apply charges for the following:
 - 7.1.1 Cash advances as well as the purchase of foreign currency and travelers cheques over the counter at any branches or any other institution;
 - 7.1.2 ATM withdrawals on accounts;
 - 7.1.3 Purchase transactions from accounts,
 - 7.1.4 providing a copy or copies of a voucher previously provided to you;
 - 7.1.5 conversion of foreign currency into US Dollar when you use the card to obtain foreign currency or obtain goods or services in a foreign currency in these circumstances we use the exchange rate that applies on the day we are advised of the withdrawal or purchase (this may be some time after you withdraw the cash or make the purchase). Amounts due to us must be settled in US Dollar in your account.
- 7.2 the charges described in 7.1 above are set out in our tariff of charges for customers. The applicable tariff will be given to you when you open your account. The tariffs are also available upon request at any time and are shown on our website: www.zenithbank.gm. The relevant tariffs also set out additional charges for certain transactions or service on your personal or business account, which do not relate specifically to the use of the card.
- 7.3 We reserve the right to change any of our charges, but will generally notify you of any changes at least thirty days in advance.

8. Borrowing

- 8.1 You are not entitled to overdraw the account unless an overdraft facility has been authorized in advance and confirmed in writing by the Bank.
- 8.2 You must not overdraw the account above the limit of an authorized overdraft facility. You are not entitled to overdraw your; if this would happen it does not affect our right to deduct the amount of the transaction from your account.
- 8.3 Interest charged on borrowing will be calculated and deducted from the account in accordance with Account terms and conditions.

9. Joint Accounts

- 9.1 An Account that is a joint account continues as such until we receive written notice to the contrary from one of you.
- 9.2 If your account is a joint account we may continue to deduct from your account the amount of any card based transaction even if the joint account mandate is cancelled, until all cards have been returned to us.
- 9.3 we may issue a card to any one or more of you as authorized by your account mandate.
- 9.4 We may pay and deduct from the account all amounts all amounts which the cardholder(s) instruct or authorize us to pay. This applies whether the account is in credit or overdrawn, or becomes overdrawn as a result thereof.
- 9.5 We may credit to the account amounts paid into the account in the name of any of you.
- 9.6 If you die, any money available in the account is payable to your next of kin/beneficiaries of your estate in accordance with laws of The Gambia.
- 9.7 Each of you is jointly and separately responsible for:
 - 9.7.1 complying with the conditions for use; and
 - 9.7.2 Repaying any borrowing on the account.
- 9.8 You agree that when the statements or other notices are sent no more than one copy is required and that this will be sent to the person as arranged when the account was opened or in the absence of any such arrangement to the first named account holder

10. Use of information

- 10.1 We will comply with any obligations we have under relevant data protection laws on information we hold on you.
- 10.2 In considering your application we may search your record at a licensed Credit Reference Agency. They may add to your credit file a record of our search and your application and this may be seen by other organization that conduct credit searches on you.
- 10.3 We will carry out further credit checks, if required, wither to advance further credit or when money is owed to us. This may include contacting other financial institutions and sharing information with them.
- 10.4 We will pass any information that we hold on you to other agencies, organizations and lawyers in order to trace you or to collect any debts owed to us.
- 10.5 We may pass information to any other organization that are required to process the application and any subsequent payments or transactions through the card
- 10.6 We will continue to keep such information about you after the account is closed as is required by law
- 10.7 We will contact you in the medium by which you have contacted us, either by post, e-mail or telephone. If you prefer not to be contacted in this way please advise us accordingly.

11. Termination

- 11.1 If we consider it necessary, we may without notice:
 - 11.1.1 Refuse to authorize transactions;
 - 11.1.2 Cancel or suspend the right to use the card entirely, or in respect of specific functions;
 - 11.1.3. refuse to replace any card without affecting your outstanding obligations under this agreement which shall continue in force.
- 11.2 We are not responsible if a request for authorization is declined or if a card is not accepted in payment or for any loss or damage resulting from the way in which either decision is communicated to you.
- 11.3 You may end your use of the card (and the use of the card by any additional cardholders) at any time by giving us notice in writing and returning the card(s). Cards should be destroyed by cutting them in half through the magnetic strip and chip.
- 11.4 Either you or we may end this agreement by giving written notice to the other, but this will only be effective once all cards issued on your account have been returned to us and all liabilities under this agreement settled.
- 11.5 We may re-issue cards from time to time for use in accordance with this agreement until it is ended.

12. Loss or Misuse of Card and Liability

- 12.1 If your card is lost, stolen or for any reason is at risk of being misused or if the PIN is disclosed in breach of this agreement, you must as soon as practical telephone us on 4399471 or 4399475. **12.A** Provided you have not acted fraudulently or without reasonable care, you will not be liable for any transactions or fees incurred on your Account if: (a) your Card is used before you have received it, or (b) someone else uses your card 60 min after you report it lost or stolen.
 - 12.2 You shall be liable:
 - 12.2.1. if your Card is lost, stolen or misused by someone who obtained it due to your negligence; you will be liable for all amounts transacted on your account losses incurred accordingly.
 - 12.2.2. if it is misused with your permission, you will be liable for all losses.
 - 12.2.3. if the card has been fraudulently used before you report the loss, or in a manner that suggests some form of compromise, the cardholder shall be liable for the losses and/or prosecution.
 - 12.2.4. The Bank shall not be liable for consequences that arise as a result of disclosure to any third party arising out of a transaction instruction.
 - 12.2.5. The Cardholder should not hold the Bank liable, accountable or responsible for any loss, injury or damage arising out of the use of terminals accepting the card
 - 12.4. Cards retrieved having been reported as lost, stolen or liable to misuse must not subsequently be used, but must be cut in half and returned immediately to us
 - 12.5. You must co-operate with us and the police in our efforts to recover the card if it has been stolen or lost. If you recover it you must not use it but should cut the card in half and return the card to us. You must report any loss or theft of the card to the police, and if we ask, obtain a crime reference number including other relevant document and notify us of it.
 - 12.6 If you claim that any transactions have occurred without your authority we can insist that you report such transactions to the Police and that you obtain a crime reference number. If your account has been debited with transactions which you allege were fraudulent or as a result of misuse of the card provided that 12.1 and 12.2 is adhered to, we have the right to make any refunds to your account conditional upon you supplying us with a crime reference number and/or such other evidence as we may reasonably care.
 - 12.7 You will not be liable for any losses arising out of non-receipt of your Card unless non receipt was due to you failing to notify us of a change of address. If you did not notify us of a change of address we would treat that as you acting without reasonable care.
 - 12.8 You agree to give us all the information you possess about the loss, theft or misuse of the card or the disclosure of the PIN and to take all steps we deem necessary to assist with the recovery of the card. You agree that we may provide the Police or other third parties with any information we consider relevant in respect of the alleged issue of the Card.
- ## 13.0 Limitation of liability
- 13.1 Until you notify us under condition (12) above that you card in lost, stolen or at risk of being misused you shall be liable for transactions up to sixty (60) minutes after receipt of the notification.
 - 13.2 If someone uses card obtained from you with your permission, you will be liable for all the transactions which took place prior to notifying us that there is a danger of the card being used.
 - 13.3 You will not be liable for losses to us for transactions that may take place sixty (60) minutes after you have notified us that your card is lost or stolen or is in danger of being misused etc.
 - 13.4 If we are unable to debit your account because the account has been closed or for any other reason beyond our control, you will still be liable to pay us for all transactions.
 - 13.5 We will not be liable to you, if we cannot carry out our responsibilities under this Agreement as a result of anything that we cannot reasonably control. This includes:
 - 13.5.1. Any machine that fails to work, and
 - 13.5.2. Industrial disputes, natural disasters, or acts of God
- ## 14. Ownership of the Card
- 14.1 The Card remains the property of Zenith Bank at all times, and must be returned to us immediately if we ask for it.
- ## 15. General
- 15.1 These terms and Conditions are in addition to the Terms and Condition that apply to the Account from which payments are made. If these Terms and Conditions conflict with any Terms and Conditions that apply to the Account from which payments are made these Debit Card Terms and Conditions will prevail.
 - 15.2 We may amend these Terms and Condition from time to time after giving you 30 days notice. Changes favourable to you may not require prior notice.
 - 15.3 We shall not be liable if we are unable to perform our obligations under this Agreement due (directly or indirectly) to the failure of any machine, data processing system or transmission link or to industrial dispute or anything outside of our control, or the control of our agents or sub-contractors.
 - 15.4 If a Merchant is liable to refund a Transaction, we will only credit the Account with the amount of the refund when it has been received by us. No claim by you against a third party may be the subject of a claim against us. You may not assign or otherwise dispose of any rights against us.
 - 15.5 This Agreement will not be treated as made until all documentation required by us has been completed, signed by you (and by us if appropriate) and received by us.
 - 15.6 You shall immediately notify us in writing of any change to your address or if you change name.
 - 15.7 We may assign our right and benefits under this Agreement at any time.
 - 15.8 This Agreement will be continued in accordance with and governed by the Laws of the Republic of The Gambia. You agree however that we may conduct collection and other proceedings relation to the recovery of amount due under this agreement in any jurisdiction in which you may be resident from time to time.
 - 105.9 Non-enforcement of any condition of this Agreement or a delay in enforcing the condition will not prevent the Bank from enforcing the condition at a later date.
 - 15.10 For your security, we may record phone calls between you and us. We may do this to make sure we are providing a high quality of service and following your instructions correctly.
 - 15.11 Your application will be subject to Zenith's Bank's internal regulatory processes and reviews, which may require you to provide further confirmation on documents. We reserve the right to accept or reject your application.
- Important Note:** cards not activated within 6 months of issuance or within the same period will be blocked. Customer will be required to request for a new card in order to continue using their Debit Card account.

Having read and understood the above Zenith MasterCard/Visa card Terms and Conditions, I hereby consent to be bound accordingly as evidenced by signing below

Authorized Signature.....Full Name.....date.....Authorized Signature.....Full Name.....Date.....

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