

# Card Application/ Replacement Form

									Date :						
Customer Information															
Acc.No :															
Acc.Name :															
Physical Address :									Email :						
Mobile No :									Branch :						
Card Issuance Application															
Card Type :			P	rimary		Su	pplemen	tary		Addit	ional	R	leplacen	nent	
Category Type :			K	aafiye		Ku	lmiye			Dhee	man		Dalmar		
Daily Withdrawal Limit	:		\$	1,000		\$5	00			\$200		C	Other		
Would you like to receive SMS notifications for your card transactions?								Yes		Ν	10				

## Please Fill in Card emboss Name (in CAPITAL Letters)

First Name	Second Name	Family Name

## Declaration by applicant

I hereby apply for a bank card to be issued to me and/or my authorized user (subject to the Banks conditions issue revised from time to time). I agree to be bound by the terms and conditions for use of IBS Bank card (s).

### I acknowledge the receipt for the mentioned card .

## **Authorized Signatories**

Name	Signature	Date

## **OFFICE USE ONLY**

CARD NUMBER	Fees / Charges	Sign. Verified									
	XX	Yes No	Yes No								
CHECKED AND VERIFIED BY											
Name	Signature	Date									
APPROVED BY											
Name	Signature	Date	Date								





## Card Application/ Replacement Form

## **TERMS AND CONDITIONS**

The terms and conditions for use of International Bank of Somalia also known as "IBS" issued cards are as specified in this document and as amended by the bank from time to time. The cardholders shall be deemed to have unconditionally agreed to and accepted these Terms and Conditions by signing the card application form, or acknowledging receipt of the card in writing, or by signing on the reverse of the card, or by performing a transaction with the card. The cardholders will also continue to be bound by the terms and conditions of operations of all bank accounts held.

#### Definitions

"International Bank of Somalia" means IBS the proprietor of the card.

"Account" means the bank account (s) which are linked to a card

"ATM" means Automated Teller Machine being a computer terminal that processes certain financial transactions. "Agent" means any individual/company appointed and authorized by IBS to handle certain bank transactions on its behalf.

"Agreement" means an application between bank and cardholder and defines rules together with all payment 5. instructions, letters or notices given.

"Application Form" means a document filled by the prospective Cardholder that captures cardholder's static details and other bank requirements and is used by the bank to issue a card

"ATM" shall mean any Automated Teller Machine, whether in Somalia or overseas, whether of IBS Bank or a specified Shared Network, at which, amongst other things, the Cardholder can use his Card to access his funds in his Account, held with IBS Bank.

"Business Day" means any day on which IBS is open for business but excludes a day which is gazetted as a public holiday.

"Card" means valid debit / Credit / prepaid card issued by IBS to a cardholder

"Cardholder" means a person to whom a bank card has been issued to by IBS who also operates an account with the bank. The cardholder should be either the sole account holder or in case of joint accounts, the sole signatory or authorized to act alone.

"Card Details" means your card name, card number, card expiry date and CVV2 security code.

"CW2" means card verification value and is a three digit number located at the back of the card and is usually used as a signature for card-not-present transactions.

"Card Present Transactions" means transactions that are carried out when all three parties are there i.e. card,

"Card Not Present Transactions" means transactions that are carried out when either one or two of the parties in a card transaction are absent.

"Charges" means amounts charged and/or levied on a Card Account including but not limited to the joining fees, Annual Subscriptions Fees and other Card fees, cost bills, liquidated damages, together with any fees accrued and accruing.

### "Somalia" means the Federal Republic of Somalia

"Merchant" means supplier of goods and services and includes an ATM owners

"PIN" means Personal Identification number being a set of code numbers that is supplied with the card to enable a cardholder to do a transaction.

"SMS" means Short Message Service- which is an electronic communication done using a fixed land line or a cellular network.

"POS Terminal" shall mean the point of sale (POS) electronic terminals at Merchant Establishments whether in Local or overseas, capable of processing card transactions and at which, amongst other things, the Cardholder can use his Card to access the funds from the Account linked with the Card to make purchases.

"Statement" means a periodic list of transactions carried out during a certain period and is sent by the bank send by the bank to a cardholder detailing all transactions carried out during a certain period 9. "Transaction" means any permissible instructions given by a cardholder using the a card directly or indirectly to IBS to effect permissible actions in relation to the account (examples include cash withdrawals, payments at point of sale, cash / Cheque deposits etc)

#### **Cardholder Obligations**

1.1 The Cardholder shall be deemed to have read, understood and agreed to be bound by these Conditions upon signing of the application form.

- 1.2 The cardholder warrants the complete accuracy of the information given upon the application for establishing a card account and any subsequent communication with the bank.
- 1.3 The cardholder must sign the issued card immediately upon receipt. Store and keep the card in a safe place always within sight. The card can only be used within the 'valid from' to 'valid thru' dates. Upon expiry cut the card in half and take it to the nearest IBS branch.
- 1.4 The Cardholder confirms in particular to have considered all charges levied by the Bank and found them to be fair, reasonable and necessary to enable the Bank to continue affording the Card facility to him/her and shall not dispute any claim by the Bank against him/her (or against the main Card Account holder in case of a body corporate) on grounds that the charges levied by the Bank are unfair or unreasonable under any circumstance.
- 1.5 The Personal Identification Number (PIN) issued to the cardholder for use with the card or any other numbers chosen by the cardholder as PIN is for the use by the cardholder, non -transferable and is strictly confidential. A written record of the PIN number MUST never be kept. On receipt of the PIN cardholder should memorize the number and destroy the PIN.
- 1.6 The account shall be debited with the amount of any withdrawal, transfer and/or any other transactions effected by use of the card. The cardholder shall maintain sufficient funds in the account to meet any transactions. The cardholder shall not be permitted to overdraw funds by use of the card in excess of the overdraft limit, if any, agreed with the bank.

#### International Usage

- 2.1 Use of the all bank cards must be in strict accordance with IBS terms and conditions and MasterCard Worldwide terms. In the event of any failure to comply with the same the accountholders will be liable jointly and severally for action and their cards may be revoked. The accountholders shall jointly and severally indemnify and hold harmless IBS from and against any/all consequences arising from the accountholder not complying with terms and conditions provided.
- 2.2 The card is valid for transactions done in other currencies however settlement will be done in USD at a predetermined exchange rate unless the card issued in any other currency.
- 2.3 The cardholder undertakes not to use the card to effect payment(s) for any illegal purchases of items/services not permitted by the bank or country regulations.
- 2.4 In the event that the cardholder needs to travel out of the country, he/she should immediately inform the bank either in writing or in calling and complete all necessary documentation as required.

#### Authority to Set Off

- 3.1 The bank may without notice set-off against any indebtedness of the customer from any account held with the bank wether current, savings, loan or any other types of deposits.
- 3.2 The bank may upon notice to the customer, set-off his account against any other account or indebtedness in respect of which the customer is liable notwithstanding that some other person may also be liable in respect thereof. In such circumstances upon receipt of an indemnity satisfactory to the bank against costs and customers expenses, the bank will give the customer any assistance necessary in obtaining the refund.

### Fees

4.1 The costs, charges and fees include withdrawal fee and currency conversion rate and could include further/additional costs/charges/fees as required by third parties.

- 4.2 The Cardholder hereby agrees and acknowledges that all applicable costs, charges and fees in connection with the issue or usage of the Card can be deducted automatically from the Cardholder's funds. The details of the costs, charges and fees are available at IBS branches. Such costs, charges and fees are subject to change by IBS from time to time and the most current applicable costs, charges and fees are available from any Bank Branch or IBS customer Service.
- 4.3 In a situation where the funds are not sufficient to deduct such costs, charges and fees, IBS reserves the right to recover the same directly from the Cardholder and/or from any accounts including joint accounts maintained by the Cardholder.
- 4.4 Any statutory levy including taxes payable as a result of the use of the Card shall be the Cardholder's responsibility and if imposed on/recovered/sought to be recovered from IBS, such statutory levy shall be deducted from the funds and/or deducted directly from the Cardholder and/or from any account maintained by the Cardholder.

4.5 Transaction fees for cash withdrawals will be debited to the account at the time of posting the cash withdrawal. Other card related charges will be debited to the account from time to time as per prevailing tariff.

#### Lost or Stolen Card

- 5.1 The Cardholder should immediately inform the Bank if they suspect their Card has been lost, stolen or compromised. Telephone notification will be confirmed in writing either through email or delivered to nearest branch within 3 days quoting your Card account. Until and unless such notice is received, the Bank is authorized and shall remain authorized to debit your account for transactions made using your Card.
- 5.2 You shall be liable to the Bank for all losses or claims to the Bank arising from any Card transactions affected before such notice. You shall give the Bank and any such person acting on behalf of the Bank all necessary assistance in any investigations, avail information as to the circumstances of the loss, theft or possible misuse of the Cards. You shall take all reasonable steps to assist the Bank recover the Card and money.
- 5.3 The Bank shall, as soon as practicable, replace any lost or stolen Card subject to payment of the applicable replacement charge. If there is a dispute on transactions as a result of loss of card or any other dispute a dispute claim form shall be completed with other documents as required by the bank.

#### Card closure, Replacement and Cancelation

- 6.1 The Cardholder may at any time cancel his/her Card by returning it to the Bank.
- 6.2 The Bank may at any time cancel a Card without notice, assigning any reason and without incurring any liability to the Cardholder(s).
- 6.3 The Bank shall automatically re-issue the Card upon expiry thereof and inform the client to collect the new Card from the Cardhder's respective branch within one month of such notification. The Bank shall be at its discretion to destroy such Card(s) that is not collected as aforesaid.

#### Liability

- 7.1 IBS shall not be liable in any way if a third party does not honor the Card.
- 7.2 IBS shall not be liable to any disclosure to any third party arising out of a transaction instruction
- 7.3 The cardholder The Cardholder should not hold the Bank liable, responsible or accountable in any way whatsoever for any loss, injury or damage howsoever arising out of the use of the ATM.
- 7.4 The Bank shall not be liable if it is unable to perform its obligations under this agreement due (directly or indirectly) to the failure of any machine, data processing system, transmission link, industrial dispute, strikes, lock outs, acts of any public enemy, wars, blockades, insurrections, riots, fires, civil disturbances, government regulations and directions, fraudulent activity, terrorist action or anything outside its direct control or that of its agents or subcontractors.

#### Amendment of Condition of Use

8.1 IBS reserves the right to vary, amend or replace all or any of these conditions at any time without prior notice. The Bank shall notify the Cardholder of any changes made to these conditions as soon as reasonably practicable but failure to make such notification shall not invalidate the changes.

#### Governing law and jurisdiction

9.1 These terms and conditions and all maters arising out of the issue and use of the Card are subject to the laws of the Federal Republic of Somalia and the parties submit to the exclusive jurisdiction of the Somalia courts of law.

9.2 The Cardholder shall not use the Card for any unbawful purposes, including the purchase of goods and services prohibited by the laws of Somalia, or in any contravention of any rule of law in force, nor as an aid towards any such contravention.

#### MasterCard Worldwide Regulations

- 10.1 The use of the Card is regulated by the terms of MasterCard Worldwide and you agree to abide by those terms as they shall be communicated to you by the Bank from time to time.
- 10.2 Any charges made by MasterCard on foreign currency transactions shall be debited to your Card account. The amount of the Card transactions and charges rendered involving foreign currency shall be converted into the original currency in which the Card was ordered using the exchange rate quoted by the Bank on the date payment is received and any exchange gain or loss is credited/debited to your account.
- 10.3 The card can be used to make any other lawful transactions agreed upon by the bank and MasterCard such as Money Send in accordance with agreed upon terms and conditions of use.

#### Other General uses of Card

11.1 Any favor or concession we may give you will not affect any of our rights against you.

- 11.2 If we close or suspend access to your account for any reason, we will not be liable to you for any direct, indirect consequential or special damages arising from any act or omission by us or any third party for whom we are responsible, whether arising in statute or contract.
- 11.3 The card can be used to pay for goods and services at merchants who accept the card. When paying, you must sign a transaction slip or use your issued PIN to authenticate the transaction. You will not have to sign a slip when doing remote transactions such as ordering by mail, telephone or through the internet.
- 11.4 Ensure to sign a cash withdrawal slip if you withdraw cash through any means other than the ATM. Any purchase or cash withdrawals made using the card will be charged to the card account whether or not the slips are signed.
- 11.5 The card has a daily withdrawal limit at the ATM. You may not exceed that limit unless authorized by the bank.
  11.6 Merchant establishments may have maximum limits on amounts spent and the velocity of transactions. These limitations vary for every merchant.
- 11.7 The card can be used to access and transact over other delivery channels such as Internet Banking, Agent Banking and as such rules of those channel apply as well as the card existing rules.
  11.8 The cardholder remains liable for any amounts owing until the card account is paid in full. Transactions still
- 1.8 The cardnoider remains liable for any amounts owing until the card account is paid in truit. Iransactions still pending from merchants will be processed as per regulations from MasterCard Worldwide.
  11.9 Where there is a dispute, please make a formal complaint to the bank in writing and the bank will endeavor to
- 11.9 Where there is a dispute, please make a formal complaint to the bank in writing and the bank will endeavor to resolve the dispute as per MasterCard rules and regulations.
  11.10 These rules cannot be varied or amended by the cardholder.

## I / we acknowledge the receipt for the mentioned card.