

NBA (Private Banking & Trust) Ltd

NBA (Private Banking & Trust) Ltd
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The Valley, Anguilla, W.I.
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NBA PB&T Cheque Card



The NBA PB&T Cheque Card gives you access to your Chequing and Savings account without having to carry money or cheques. The NBA PB&T Cheque Card can be used at ATMs and at retailers that accept VISA credit cards. NBA PB&T Cheque Card is more convenient than going to the bank, cheaper than sending a wire transfer and safer than carrying cash. NBA PB&T Cheque Card is an ATM card and Chequing / Savings Account rolled into one. With NBA PB&T Cheque Card, you are able to access your NBA PB&T account(s) from ATMs and Retailer's Point of Sale Terminals displaying the VISA / PLUS logo.

How does the NBA PB&T Cheque Card work?

The NBA PB&T Cheque Card is linked to your NBA PB&T Chequing Account and /or your NBA PB&T Savings Account. The card displays the VISA logo, which means that the card is accepted at ATMs and retailers that accept the VISA card. At the ATM, just insert your NBA PB&T Cheque Card into an ATM that accepts cards displaying the VISA and/or PLUS logo. At point of sale terminals in retail stores, just swipe your NBA PB&T Cheque Card through a point of sale terminal bearing a VISA acceptance logo. The merchandise is paid for directly from the main account linked to your card. Since the money comes directly from your account, there are no interest charges incurred.

Global Acceptance

The NBA PB&T Cheque Card can be used for purchases worldwide and is accepted at over 29 million merchants and 800,000 ATMs. The NBA PB&T Cheque Card makes shopping fast, convenient and safe. The NBA PB&T Cheque Card is accepted in more than 150 countries worldwide, giving you purchasing power whether you are at home or traveling. You may also use your NBA PB&T Cheque Card when you shop on the Internet.

Security

The main security advantage of the NBA PB&T Cheque Card is that you no longer have to carry large amounts of cash. In the event that your NBA PB&T Cheque Card is reported lost or stolen, the card is blocked immediately and all future transactions will be refused. Due to the fact that the Card requires you to enter a Personal Identification Number (PIN), anyone finding your Card will not be able to use the Card without this PIN.

NBA PB&T Cheque Card Application

APPLICATION INFORMATION: An NBA PB&T checking account is required to apply for the NBA PB&T Cheque Card

First Name _____ Middle initial _____
 Surname _____
 Drivers License No. _____ Soc Sec No. _____ DOB _____
 Physical Address _____ Phone _____
 Mailing address (PO BOX if applicable) _____

CO-APPLICATION INFORMATION

First Name _____ Middle initial _____
 Surname _____
 Drivers License No. _____ Soc Sec No. _____ DOB _____
 Physical Address _____
 Mailing address (PO BOX) _____

Relationship to Applicant _____



BANK INFORMATION

Primary account number (for ATM access and purchase) _____
 Secondary account number (for ATM access) _____
 Additional account number (for ATM access) _____

Upon receipt and approval of this signed application, NBA PB&T will issue you with your Cheque Card immediately. Upon receipt of the card you will need to select a Personal Identification Number (PIN) so that you may use the card. I authorize NBA PB&T to send monthly statements to the mailing address listed above. By signing this agreement, I / we agree to the terms and conditions as stated in the NBA PB&T Cheque Card Terms and Conditions.

Applicant Signature

Co-Applicant Signature

Date



NBA PB&T Cheque Card Customers Terms and Conditions

In consideration of NBA (Private Banking & Trust) Ltd ("you" or "your" "the Bank") issuing to me ("I" or "We") an NBA (PRIVATE BANKING & TRUST) LTD Cheque Card (hereafter referred to as "Card"), which would be used in connection with my savings and/or checking account(s) listed on the Authorization Form submitted to you I hereby agree to be legally bound by the following terms and conditions.

I understand and agree that my use of the Card will be governed by these terms and conditions as amended from time to time and shall be subject to charges and fees prescribed by you for the use of the Card as amended from time to time and to the rules and regulations governing each account, which is accessed by such Card.

1. Use of Card.

I am aware that I may use my card with my Personal Identification Number ("PIN") at an automated teller machine (ATM) to do any of the following transactions:-

- (i) to withdraw cash from my account(s),
- (ii) to effect transfers to or from any of my accounts,
- (iii) to make deposit(s) to my account(s), or
- (iv) to obtain information regarding the balance(s) in my account(s).

I am also aware that I may use the Card at any retail establishment ("Merchant") where Cards are accepted to purchase goods and services and/or to obtain cash where permitted by the Merchant. If I use the Card to purchase any good or service or to obtain cash from any Merchant, you are hereby authorized to withdraw the amount of such purchase or the cash received from said Merchant from the account designated on my authorization form as my 'primary transaction (chequing) account' and to pay same to said Merchant.

2. Use of Personal Identification Numbers ("PIN") with CARD.

I am aware that the ATM is an automated teller and therefore is capable of performing many of the same tasks as a human teller. I acknowledge that the PIN, which I use with the Card is my signature and is the means by which the ATM processor identifies the bearer of the Card and authenticates and validates the directions given.

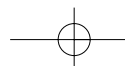
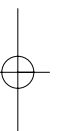
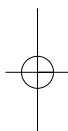
I understand that my PIN is an identification code that is personal and confidential and that by requiring me to use my PIN whenever I am attempting to process any transaction at the ATM with my Card you are helping me to maintain the security of my account(s) and my Card. Therefore, I AGREE TO TAKE ALL REASONABLE PRECAUTIONS TO ENSURE THAT NO ONE ELSE HAS ACCESS TO MY PIN.

3. Liability for Unauthorized Transactions.

I agree to notify your Customer Service Department (the "Department") immediately if I believe my Card(s) has been lost or stolen or if there has been or might be an unauthorized withdrawal or transfer from my account(s) or if the



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security of my PIN has been compromised.

I also agree to notify the Department if my monthly statement shows transactions, which I did not make. I understand and accept that if I fail to contact the Department within 60 days after the statement was mailed to me, I may not be able to recover or to be reimbursed the monies paid with respect to those transactions. I also understand and accept that even if I notify the Department within the time stipulated, there is no guarantee that I will be able to recover or to be reimbursed the monies paid with respect to those transactions unless the error was due to the fault of the Bank.

I AGREE THAT IF I GIVE MY CARD AND PIN TO SOMEONE ELSE TO USE, I AM AUTHORIZING THEM TO ACT ON MY BEHALF AND I WILL BE RESPONSIBLE FOR ANY TRANSACTION ENTERED INTO BY THEM USING MY CARD AND MY PIN.

4. How to Notify the Customer Service.

I agree that notification of a lost or stolen Card or any unauthorized transaction involving said Card, or any unauthorized withdrawal or transfer from my account using said Card shall be given to the Department by telephone Monday to Friday during the usual business hours and shall be confirmed in writing to the address below:

NBA (Private Banking & Trust) Ltd
Attention: Manager – NBA (Private Banking & Trust) Ltd
Conrad W Fleming Corporate Building
St. Mary's Road,
The Valley, Anguilla,

I am aware that if my Card is lost or stolen, I can make a report outside the usual business hours by calling 264-497-2101.

5. Charges.

I agree to pay the charges or transaction fees, which are imposed by you for the use of said Card. I also agree to pay all fees and charges for any additional service which may later be offered as such fees or charges may be imposed or changed from time to time including, but not limited to, capture card fees, replacement of lost or stolen card fees or charges associated with cardholder dispute claims, etcetera.

6. Deposits.

I agree that when I make a deposit at an ATM, you have the right to verify the deposit before you make the money available to me. If I deposit cash, checks or other items to an ATM, I understand and acknowledge that the funds from said deposit may not be available for immediate withdrawal and that the availability of said funds shall depend on your rules and regulations regarding the particular account to which the deposit is being made, the items that I am depositing

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and whether the deposit is made at an ATM that is owned by you or by another financial institution.

I also understand and acknowledge that not all ATMs accept deposits and that some ATMs may limit the amount of funds that may be deposited.

7. Amendment of this Agreement.

I understand and agree that from time to time you may amend or revise these terms and conditions including any amendments made thereto and the transaction fees and/or charges payable for use of said Card. I further understand and agree that I would be notified in writing or electronically of any such amendments or revisions and that my use of the Card after the effective date of any such amendment or revision shall constitute my acceptance of and agreement to such amendment or revision.

8. Ownership.

I acknowledge and agree that the NBA (PRIVATE BANKING & TRUST) LTD Cheque Card is the property of the NBA (Private Banking & Trust) Ltd. and I agree to surrender it to you upon request. I further agree that the CARD is non-transferable.

9. Cancellation

I am aware that I may cancel my Card by notifying the Department in writing but such termination shall not be effective until the Card(s) issued to me or any other joint holder has been returned.

I am also aware that the Bank may cancel my Card at any time and for any reason without notice. After that date, the Bank is not obliged to process any transaction initiated by me or on my behalf.

11. Address Changes

I am aware that all statements, correspondences and communications will be mailed to me at the address appearing on my records until notice of a change of address has been received in writing by the Department and that all statements, correspondences and communications mailed to that address are deemed to have been received by me three (3) days after the date of posting.

12. Dispute Resolution

I agree and accept that any and all disputes between myself and the Bank regarding any transaction shall be resolved between the Bank and myself. In the event that we are unable to agree, the dispute is to be referred to an arbitrator appointed jointly by both of us and that any decision of the arbitrator will be binding on both of us.