

Visa Debit Card Terms and Conditions.

November 2021



kinabank

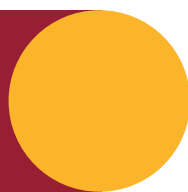
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Contact Details.

If there is any aspect of these Terms and Conditions you do not understand or are unsure about, or want to find out what your daily or monthly limits are, contact:

- Kina Bank Contact Centre on +675 308 3800 (Local +Overseas).

For lost or stolen cards, or where fraudulent activity is suspected, contact:

- Kina Bank Contact Centre on +675 308 3800 (Local + Overseas).

For further details go to our website: www.kinabank.com.pg

1. Introduction

1.1 Application of these Terms and Conditions

These Terms and Conditions comprise the agreement between the Bank and the cardholder of one or more of the following Kina Bank Visa Debit Cards:

- Kina Bank Visa Standard Debit Card
- Kina Bank Visa Black Debit Card

The Terms and Conditions herein must be read in conjunction and apply together with:

- Kina Bank Savings and Transaction Product Terms and Conditions;
- Bank of Papua New Guinea Foreign Exchange Control Laws;
- PNG Central Bank Act 2000;
- PNG Income Tax Act 1959 (as amended from time to time); and
- the laws of Papua New Guinea, as applicable.

In the event of a conflict between these Terms and Conditions and the Agreements mentioned above, the Kina Bank Terms and Conditions will prevail.

1.2 Agreement to these Terms and Conditions

By using your Debit Card you are deemed to have accepted these Terms and Conditions, and the Account Holder is deemed to have accepted the terms of the Agreement.

The use of any Visa Debit Card or PIN shall be subject to these Terms and Conditions and to compliance with such requirements, limitations and procedures as may be imposed by Visa as well as to the terms and conditions imposed by us in relation to electronic services, facilities and card transactions. Cash withdrawals shall be subject to such terms and conditions as may be imposed by us.

2. Defined Terms

The following terms and expressions in the Terms and Conditions, are defined as follows unless otherwise stated:

“Account” means your Kina Bank account (s) that are linked to your Visa Debit card.

“Account Holder” means the person or person(s) in whose name the account is opened and who is the signatory to the account.

“ATM” means Automatic Teller Machine.

“Business Day” means any day on which Kina Bank generally opens for business but excludes a day on which is gazetted as a public holiday.

“Card” refers to a Kina Bank Visa Standard Debit Card or Kina Bank Visa Black Debit Card.



“Cardholder” means the Customer to whom Kina Bank issued a Visa Debit Card.

“Card-Not-Present Transaction” means a transaction that is carried out where the Cardholder and the Visa Debit Card are not present at the time of usage. These transactions include but are not limited to telephone, internet or mail.

“Card Verification Value 2” means the 3-digit number printed on a card for security purposes.

“Chip Card” refers to a standard size plastic debit or credit card that in addition to magnetic a stripe, has a microchip embedded in it.

“Card Transaction” means any type of transaction effected by using the Visa Debit Card, account or PIN.

“Contactless Transaction” means a Transaction that is carried out by holding your card, and/or a device upon which a digital card is stored, if in each case it is enabled to effect contactless transactions, near a terminal which is enabled to accept contactless transactions.

“Eftpos” is Electronic Funds Transfer Point of Sale, a merchant facility which allows customers to pay for their purchases and obtain cash out using their Visa Debit Card.

“EMV” means Europay, Mastercard and Visa, and is a global standard for payments using chip cards.

“FATCA” means Foreign Account Tax Compliance Act.

“Kina Bank” or **“the Bank”** or **“We”** or **“Us”** or **“Our”** means Kina Bank Limited including its employees, agents, its successors and assigns.

“Liability Shift” means the change in financial responsibility, to either a merchant or bank should a fraudulent transaction take place.

“Merchant” refers to a provider of goods or services who accepts payment made by card. “PayWave” allows you to make small value purchases by using the “tap to pay” function.

“PIN” means Personal Identification Number being a set of numbers or code issued with a Visa Debit Card to enable you to use your card.

“PNG” means the Independent state of Papua New Guinea.

“Transaction Limit” means the maximum daily limit set by us in respect of your card transaction.

“Recurring Transaction” means a regular transaction that you have authorised a merchant or third party to make on your account.

“Third Party” refers to anyone other than the cardholder.

“Unauthorised Transaction” refers to any transaction that is not authorised or made without your knowledge.

“Visa” refers to Visa Worldwide Pte Limited.

3. Card

3.1 Property of the Card

The Visa Debit Card shall remain the property of Kina Bank at all times. We may at our discretion request for the Visa Debit Card to be returned or suspend the use of the Visa Debit card at any time. The Bank shall not be liable for any loss suffered by the cardholder as a result thereof.

3.2 Card Issuance

Upon our acceptance and approval of your application for a Visa Debit Card, you will collect from us your Visa Debit Card and a PIN to be used in conjunction with your Visa Debit Card. Upon receipt of your Visa Debit Card, you must immediately sign on the signature panel of the Visa Debit Card.

The Visa Debit Card must be activated in accordance to the activation procedure as advised by us.

The Visa Debit Card is not transferable, and you shall not transfer or otherwise part with the control, custody or possession of the Visa Debit Card. It may only be used to effect transactions during the validity period by the person to whom we



issue the Visa Debit Card.

3.3 Card Expiry and Renewal

When the card validity period expires, Kina Bank will renew the Visa Debit Card and the cardholder is required to collect their renewal card from the Kina Bank Branch. The expired card must be destroyed by the cardholder by cutting through the magnetic strip and securely disposing of the pieces. Where the card is chip enabled, a hole must be punched through the chip. Kina branch staff can assist with this expired card destruction if in need.

4. PIN

You are required to generate your own Personal Identification Number (PIN). When selecting a PIN, you must ensure that the PIN is not easily compromised e.g. date of birth, logical strings of number like 1234 etc.

You must take all reasonable care to keep your PIN secret. You must not disclose your PIN to any other person and should change the PIN from time to time for security reasons. No other person apart from the cardholder is allowed to use the Visa Debit Card and/or PIN to make any card transaction.

We are not liable for any loss or damage which you may suffer if you fail to receive the Visa Debit Card and/or the PIN.

The services, functions and facilities available through the use of the PIN of any Visa Debit Card shall be determined by us.

We may modify or vary any or all of the services, functions and facilities available through the use of any Visa Debit Card or the PIN of any Visa Debit Card or suspend or terminate the availability of any or all of such services, functions and facilities.

5. Use of the Visa Debit Card

5.1 General Use

You shall not use the Visa Debit Card (whether to effect payment or otherwise) in relation to any transaction or activity which is deemed illegal or prohibited under the laws of PNG.

The cardholder must not use the Visa Debit Card for payment of any unlawful purpose, including the purchase of goods or services prohibited by law. We may refuse to process any transaction that contravenes any law.

If a PIN is issued to you for use with your Visa Debit Card at any ATM:

- a) the same PIN is used at eftpos terminals for the purchase of goods and services; and
- b) when you use the Visa Debit Card or the PIN at any ATM to effect card transactions which could also be effected by the use of an ATM card, the Visa Debit Card is treated as an ATM card for such a purpose; and the terms and conditions in respect of the use of an ATM card then prevailing will govern all such card transactions so effected as may be appropriate and relevant.

A Visa Debit Card may be issued to you for temporary purpose and/or a limited period of time, if you inform us in an emergency for a new/ replacement Visa Debit Card.

For joint accounts that may be operated by the signature of any one of the account holders, a separate Visa Debit Card and PIN will be issued to each account holder. However, each and every one of the Account holders shall be jointly and severally responsible for all transactions involving the use of the Visa Debit Card issued. In the case of joint accounts requiring the signatures of two or more account holders, such account holders may not be eligible for the issuance of a Visa Debit Card in respect of such joint account. You irrevocably authorise us to directly debit from the relevant account the amount of any card transaction, whether or not made with your knowledge or authority.

5.2 Transactions

5.2.1 Transaction on the Cardholder's Account

We may debit the cardholder's account with all transactions authorised by the cardholder or any other joint cardholder. Such authorisations can be made by:

- i) using the Visa Debit Card, alone or together with the PIN, via any relevant Electronic Banking Channel;
- ii) presenting the Visa Debit Card to a merchant and keying in a PIN acceptable to Kina Bank authorising the transaction;



- iii) presenting the Visa Debit Card to a merchant and signing a voucher or other documentation acceptable to Kina Bank authorising the transaction;
- iv) providing the Visa Debit Card details (without physically presenting) to a merchant or to any other party to whom payment is to be made, either directly or via a third party, in a manner acceptable to Kina Bank;
- v) transferring funds electronically using relevant Electronic Banking Channel.

When the cardholder authorises a transaction, the cardholder agrees to pay the amount of that transaction.

All transactions are effective as at the date of the transaction and will be processed and posted to the account on the date they are received by Kina Bank. The date that Kina Bank receives a transaction for processing may not be the date the transaction was made.

5.2.2 Anti-Money Laundering, Counter Terrorist Financing and Sanctions

- a) You agree that Kina Bank may delay, block or refuse to process any transaction without incurring any liability if we suspect or have reasonable grounds to suspect that the transaction:
 - i) may breach any law in PNG or any other country;
 - ii) involves or may involve any person (natural, corporate, government, trust, partnership) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by any supra-national organisation, official body, the United States, the United Nations, the European Union or any country; or
 - iii) may directly or indirectly involve the proceeds of or be applied for the purposes of conduct which is unlawful in any country.

b) You must provide all information to Kina Bank which we reasonably require in order to manage our money-laundering, terrorism-financing or economic and trade sanctions risks and to comply with any laws in relation to these in PNG or any other country.

c) You agree that Kina Bank may disclose any information concerning yourself to:

- i) any law enforcement, regulatory agency or court where required by any such law or regulation in PNG or elsewhere; and
- ii) any correspondent Kina Bank uses to make the payment for the purpose of compliance with any such law or regulation.

d) Unless you have disclosed that you are acting in a trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf in entering into this debit card contract.

If you are acting on behalf of another party (such as a trustee), you must provide the details of the beneficial owner of the funds to Kina Bank, as may be required by Kina Bank from time to time.

e) You declare and undertake to Kina Bank that the processing of any transaction by Kina Bank in accordance with your instructions will not breach any laws in PNG or any other country.

5.2.3 Authorisations

Before any transaction is made, the merchant or other person involved in the transaction may obtain an authorisation for the transaction. This authorisation is for the purpose of establishing that there are sufficient funds available in the account attached to the card for the transaction.

Once the authorisation is obtained, it will reduce the amount of available funds in the cardholder account. If the purchase of another transaction is not completed, the amount of available funds in the cardholder account may continue to be reduced for up to ten (10) Kina Bank business days after the authorisation is obtained.

5.3 Overseas Remittance Limit

Your Card should only be used for personal miscellaneous requirements. It is not meant to be used for business import, business service payment, business capital repatriation, other similar types of business obligations or personal capital repatriation. The use of your Kina Bank Visa Debit Card to pay for goods and services outside of PNG is considered an



overseas remittance. Under the Bank of Papua New Guinea Exchange Control Regulations, the PNG Central Bank Act 2000 and the PNG Income Tax Act 1959 including current and future amendments:

- There are Balance of Payment reporting requirements which must be satisfied.
- Business entities and individuals are prohibited from remitting overseas more than K500,000 per calendar year (or such lesser limit as may be imposed by law) for non-import payments without a Tax Clearance Certificate.

As such, Kina Bank is obligated to: monitor your card usage, make enquiries into remittance activities, request supporting documentation, and ensure the timely completion and lodgment of prescribed forms. Failure to comply could result in your card services being suspended or withdrawn.

5.4 Liability

The Visa Debit Card will normally be honoured by financial institutions and merchants displaying the Visa name or service mark. However, there is no warranty that all goods and services available at those premises may be purchased with the Visa Debit Card.

The Visa Debit Card may not be used at sanctions-prohibited countries as determined by Kina Bank.

Where your Visa Debit Card has Visa card transactions functionality, you acknowledge and accept that if you choose to make a card transaction payment via the Visa network, you will be bound by the Visa rules governing such transactions including but not limited to rules governing chargeback and dispute resolution.

Kina Bank does not accept any liability:

- i) if any financial institution or merchant displaying a Visa name or service mark refuses to accept or honour a Visa Debit Card;
- ii) for goods or services purchased with a Visa Debit Card; and
- iii) if charges for goods and services purchased with a Visa Debit Card varies from the same goods and services purchased with cash.

Any complaints about goods or services purchased with a Visa Debit Card must be resolved directly with the merchant concerned.

You are protected under the Liability Shift rule for any unauthorised transaction(s) should your card details be compromised while using your card on a terminal that is not EMV compliant or on a non 3D secure internet merchant.

5.5 Verified by Visa

You are not able to reverse a transaction authenticated using Verified by Visa unless Kina Bank is liable as provided in your Electronic Banking Terms & Conditions.

6. Fees and Charges

We shall be entitled to debit your account or any other account you maintain with us in respect of any sum owed by you to us (whether incurred as card transactions, fees, and charges or otherwise) even if your account would be overdrawn as a consequence. All fees referred to above shall not in any event be refundable.

If any payment has been made by us as a result of your use or purported use of Electronic Services:

- a) and the account was consequently debited, but the debit was reversed in error or the account was not debited at all; or
- b) after any payment instruction was given on the account but before such payment instruction has been honoured, then we shall be entitled to correct the account by:
 - i) debiting the account with the amount paid by us; or
 - ii) dishonouring or returning cheques or other instruments and reversing the payment instruction, if there are insufficient funds available in the account, as the case may be.

Card Transactions effected in United States dollars ("cross-border transactions") will be debited to your account after



conversion into Papua New Guinean kina at an exchange rate determined by Visa. This exchange rate is applied on the date the card transaction is posted to the account and may be different from the rate in effect on the date of the card transaction. Cross-border transactions shall also include card transactions effected in Papua New Guinean kina with merchants whose card transactions are processed outside of Papua New Guinea.

Card transactions effected in currencies other than Papua New Guinean kina (“Cross-border transactions”) will be debited to your account after conversion into Papua New Guinean kina at an exchange rate determined by Visa. This exchange rate is applied on the date the card transaction is posted to the account and may be different from the rate in effect on the date of the card transaction. Cross-border transactions shall also include card transactions effected in Papua New Guinean kina with merchants whose card transactions are processed outside of Papua New Guinea.

All Cross-border transactions processed will be subject to a fee based on the Papua New Guinean kina amount.

Where your Card Transaction has been converted into Papua New Guinean kina via dynamic currency conversion or cardholder preferred currency offered at certain overseas ATMs and merchants, you acknowledge that the process of conversion and the exchange rates applied will be determined by the relevant ATM operator, merchant, dynamic currency conversion service provider or cardholder preferred currency service provider, as the case may be. In addition, all conversions processed will be subject to a fee on the Papua New Guinean kina amount.

Where a card transaction is debited to an account which is not denominated in Papua New Guinean kina, we shall convert the Papua New Guinean kina amount of the card transaction to match that account’s currency by applying our prevailing foreign exchange rates.

We will credit any Account with any refund in respect of any card transaction or any payment or other credit due to you at such time as we may determine after our receipt of the amount of such refund, payment or credit in Papua New Guinea. If such refund, payment or credit is received in a currency other than Papua New Guinean kina, we will convert it to Papua New Guinean kina at such a time and rate of exchange as we may in our reasonable discretion adopt. You must bear all exchange risks, reasonably incurred losses, commission, fees and charges which may thereby arise.

6.1 Fees & Foreign Currency Conversions for Transaction

Performed Outside PNG.

6.1.1 Currency Conversion and Transaction Fees

Transaction fees and currency conversion fees apply to your account for transactions made overseas. If the amount of the transaction is more than your available balance, the transaction may be rejected, and no fees will be charged.

Transaction fees and currency conversion fees apply for the use of ATMs overseas. If the amount of the transaction is more than the available balance, the transaction may be declined.

6.1.2 Surcharge

Some overseas ATMs may impose a surcharge when you use their ATM to make a withdrawal. Surcharges will not appear as a separate item on your Account statement but will be included in the total transaction amount shown. Where a surcharge is applicable, you will be prompted by the ATM to either accept the fee or cancel the transaction. If you do accept the fee, the transaction will be processed, and the surcharge fee will be charged. If you do not accept the fee and cancel the transaction, the surcharge fee will not be charged.

7. Additional Visa Debit Card

We may issue an additional Visa Debit Card to the joint account holder if such a joint account holder meets the requirements defined by Kina Bank.

8. Visa Debit Card Validity and Expiry

Your Debit card remains our property at all times.

The Visa Debit Card must be signed immediately by the person in whose name it has been issued and can only be used within the validity periods as shown on the Visa Debit Card. For security reasons you must, as soon as the Visa Debit Card expires, destroy it by cutting it (including the embedded microchip on the Visa Debit Card) diagonally in half. The account holder may cancel a Kina Bank Visa Debit Card at any time by sending Kina Bank a written request or by calling Kina Bank on the relevant numbers listed at the front of this booklet.



9. Limits

We may set a transaction limit in relation to your account or a daily or monthly limit on the use of Visa Debit Card at our sole discretion. You can find out what your daily or monthly limits are via the Contact Centre or Kina Bank website, see details at the beginning of these Terms and Conditions.

We or another party such as a merchant may limit the amount of funds that are made available through electronic transactions, over any specific period of time for transactions that require the use of a Visa Debit Card and PIN.

We may set aside or place a hold on your account in respect of any transaction on the day such transaction is presented to us for payment, or on the day we receive notice of such transaction. Such an amount set aside or held is only an estimated sum of the actual transaction and may not be identical to the actual transaction. We have the right to increase at any time the amount that we would hold in respect of any card transaction which is denominated in a currency other than Papua New Guinean kina if we are of the view that the amount initially held when converted into foreign currency would not be sufficient to pay that card transaction in full. Should we set aside or hold any amount, the available balance in your account shall be reduced by such amounts that we set aside. You may not stop payment on such a transaction nor use any sum set aside or held by us. Where applicable, we may set aside or hold such sums for up to thirty (30) days after which we shall debit your Account for the full amount of the actual transaction.

You may effect a card transaction only if there are sufficient funds in your account to cover such transactions and the total charges incurred under your account shall not exceed the transaction limit that we have set for your account. You shall not effect or attempt to effect any card transaction that would result in your transaction limit being exceeded. We may also refuse to authorise any transaction that you wish to effect even if such a transaction would not cause your transaction limit to be exceeded.

We may in our discretion and without giving prior notice approve, authorise or allow any card transaction to be effected during any period even though such a card transaction would result in your account being overdrawn and/or the transaction limit being exceeded as a consequence. Our determination on whether your transaction limit has been exceeded shall be conclusive and binding on you.

10. No Credit Facility on the Visa Debit Card

We do not provide any credit facility in respect of the Visa Debit Card. By selecting the "credit" button in ATMs or eftpos terminals, when you use the Visa Debit Card to make withdrawals or purchases, you access the funds available in your account that the Visa Debit Card is attached to and does not provide any credit in respect of the account.

If you request or authorise a withdrawal or payment from the account which would overdraw the account, we may, in our discretion, allow the withdrawal or payment to be made on the following terms:

- i) interest will be charged daily on the overdrawn amount;
- ii) an overdrawn fee may be charged;
- iii) you must repay the overdrawn amount and any accrued interest on that amount and the overdrawn fee no later than five (5) days after such overdraw is made. Failure to do so, will entitle us to debit any of your account(s) with Kina Bank for such payment. You shall be liable for any interest accrued to the date Kina Bank has fully collected the overdrawn amount.

Under no circumstances shall this be construed as the granting of any credit facilities to you.

11. Visa Debit Card Reissuance and Replacement

If the Visa Debit Card becomes faulty or damaged, you may order a replacement Visa Debit Card at any Kina Bank branch. A fee may be charged for such replacement. We reserve the right not to reissue a Visa Debit Card to you without giving any reason.

12. Keeping the Visa Debit Card and PIN secure

Account holders must observe the following requirements to keep their Visa Debit Card secure:

- i) sign on the back of the Visa Debit Card immediately upon receipt.
- ii) on the expiry date destroy the Visa Debit Card by cutting it (including any chip on the Visa Debit Card) diagonally in half.



- iii) not let anyone else use their Visa Debit Card.
- iv) take reasonable steps to protect their Visa Debit Card from loss or theft; and
- v) notify Kina Bank immediately when the cardholder becomes aware that the Visa Debit Card has been lost or stolen, or the Visa Debit Card or the account details have been used by someone else without their authority.

Cardholders must keep their PIN secure, and must not:

- i) disclose their PIN or CVV2 code to any other person;
- ii) allow any other person to see them entering, or overhear them providing, their PIN or CVV2 code;
- iii) record their PIN or CVV2 code on their Visa Debit Card on any article carried with or placed near their Visa Debit Card that is liable to loss, theft or abuse at the same time as their Visa Debit Card regardless how well their PIN is disguised;
- iv) choose a PIN which has an easily retrieved combination, for example repeated numbers or characters; or
- v) choose a PIN that is easily identified with, for example birth date, car registration, telephone number or name.

13. Lost or Stolen Visa Debit Card and Disclosure of PIN

Should you discover that your Visa Debit Card is lost, stolen or used in an unauthorised way, you must report to us the loss/ theft or unauthorised use immediately by calling our telephone reporting service or by notifying us at a Kina Bank branch. In certain circumstances, we may also require you to make a police report accompanied by written confirmation of the loss/ theft/ misuse/ disclosure and any other information that we may require.

You must not use the Visa Debit Card once the report of lost or stolen is made. If you recover the lost or stolen Visa Debit Card, you must destroy the Visa Debit Card by cutting it (including an embedded microchip on the Visa Debit Card) diagonally in half. You shall be liable for any future loss or damage arising from any failure to do so.

You must report to us immediately when you become aware or suspect that your password, username, PIN or customer registration number (CRN) is disclosed or used without your authority. You must not continue to use your password, username, PIN or CRN. We will cancel it and arrange for the cardholder to select a new username, password, PIN, or to be provided with a new CRN.

If your Visa Debit Card is lost or stolen or if the PIN is disclosed, you shall not be liable for card transactions carried out following such loss/ theft/ disclosure, provided:

- a) you immediately notify us;
- b) you assist in the recovery of any monies and/or goods any third party may have wrongfully been enriched by and/or acquired as a result of such loss/ theft/ disclosure and pay the same to us immediately;
- c) you furnish to us a statutory declaration in such form as we may specify or a police report and any other information or assistance we may require;
- d) we are satisfied that such loss, theft or disclosure is not due to your negligence, fraud or default; and
- e) your card was not used as an ATM card in the disputed Card Transactions.

You shall not be liable for any card transactions carried out after we have been notified of the loss/ theft/ disclosure. However, we shall debit the relevant account for all disputed card transactions carried out before we are notified of the loss/ theft/ disclosure unless conditions (a) to (e) above are satisfied.

Transactions that are made before receipt of your notice or request to block the Visa Debit Card shall be considered as legitimate and completed transactions, notwithstanding the payment of those transactions are not debited to your account at such time.

We may at our discretion issue a replacement Visa Debit Card and/or new PIN upon such terms and conditions as we may deem fit, and we reserve the right to charge a replacement fee as set out in our pricing guide in respect of any lost or stolen Visa Debit Card. Such a fee shall be debited to the account and is not refundable.



14. Unauthorised Transactions

14.1 When Kina Bank is liable

Kina Bank will be liable for losses incurred by the cardholder that:

- i) are caused by the fraudulent or negligent conduct of Kina Bank's employees or agents or companies involved in networking arrangements or of merchants or their agents or employees;
- ii) arise from transactions that require the use of any Visa Debit Card or PIN that occur before you have received or selected the Visa Debit Card or PIN (including a reissued Visa Debit Card or PIN);
- iii) result from an unauthorised transaction that occurs after you have notified Kina Bank that the Visa Debit Card has been misused, lost or stolen or that the security of your PIN has been breached; or
- iv) result from an unauthorised transaction if it is clear that you have not contributed to the losses.

14.2 When the Cardholder is liable

You shall be liable if you have contributed to the loss arising from the unauthorised transaction:

- i) through your own fraud;
- ii) by breaching any security requirements of the Visa Debit Card provided in Clause 5 above, or by otherwise acting with extreme carelessness to protect the security of your Visa Debit Card or PIN as outlined in Clause 13 above.

In all cases, you are liable for the actual losses which occur before Kina Bank has duly received notice of the loss or disclosure of your Visa Debit Card or PIN.

15. Termination of Card Programme, Visa Debit Card and Account

The use of your Visa Debit Card shall be immediately terminated if for any reason your account is closed. Your Visa Debit Card may not be used to effect any card transaction once the designated account is closed, even if your other accounts remain in force. We may in our reasonable discretion suspend or terminate your Visa Debit Card and/or account, or usage of electronic services at any time without liability and without providing any reason therefore. For the avoidance of doubt, such termination by us would automatically bring about the termination of the card programme. We further reserve the right to terminate your card programme, your Visa Debit Card and/or Account immediately if you fail to provide us with any information we may request under these terms and conditions; or if required by law, a regulatory body, revenue authority or government agency (whether local or foreign).

You may terminate your account or Visa Debit Card at any time by giving us written notice. For the avoidance of doubt, such termination by you would automatically bring about the termination of the card programme.

Upon termination of your account and/or your Visa Debit Card for whatever reason, you will not use or attempt to use the PIN and/or Visa Debit Card and you will cut the Visa Debit Card into half and dispose of it immediately. There will be no refund of any fees payable upon the termination of the Visa Debit Card for any reason. Notwithstanding such termination, any use of the Visa Debit Card or the PIN of a Visa Debit Card (whether or not by you) shall be deemed liable by you for all such card transactions incurred. Your obligations under these terms and conditions will continue and we shall remain entitled to debit your account or any other account you maintain with us for charges as well as card transactions that are carried out before or after the termination of your account. Until such transactions and any charges that may be imposed in these terms and conditions are paid in full, you (and any other person in whose name the account is maintained) shall remain liable to us.

16. Exclusions and Exceptions

We are not liable in any way should you encounter any problems with the goods and services that you obtain through the use of your Visa Debit Card or electronic services nor are we responsible for any benefits, discounts or programmes of any merchant that we make available to you. Notwithstanding the non-delivery or non-performance or defects in any such goods and services, we shall be entitled to debit your account or any other accounts you maintain with us the full amount pursuant to that card transaction. You will settle any dispute directly with the provider of the goods and services or merchant. Any such dispute is between you and the provider of the goods and services or the merchant and we shall not be deemed to be a party to such dispute. We shall not be liable or responsible for the quantity, quality, merchantability, fitness for purpose or any other aspect of the goods and services supplied to you or in respect of any contract or



transaction entered into by such provider of the goods and services or the merchant with you involving the use of the Visa Debit Card. Your liability to us shall not in any way be affected by such dispute or any counterclaim, right of set-off or contractual right which you may have against any merchant or person.

We shall not be responsible in any way for any direct, indirect, special or consequential, economic or other damages arising in any way from the provision and/or use of Electronic Services or your usage of the Visa Debit Card.

We may, in our discretion and without giving prior notice approve or authorise such Card-Not-Present transactions in which event you shall be liable for all Card-Not-Present transactions effected through the use of your Visa Debit Card for any reason. We will not be liable to you in any way for any authorisation done in connection with Card-Not-Present transactions.

You agree that the use of the Visa Debit Card and electronic services is at your own risk and you shall assume all risks incidental to or arising out of such use.

Kina Bank will not be liable to you in any way:

- a) for any delay or if we cannot carry out our responsibilities under these terms and conditions as a result of anything that we or any of our servants, agents or contractors cannot reasonably control. This includes but is
- b) not limited to any electronic, mechanical system, data processing or telecommunication defect or failure, any industrial dispute, civil disturbance, war or Act of God;
- c) if any establishment refuses to accept the Visa Debit Card for any reason;
- d) for any injury to your credit, character and reputation if a card transaction cannot be effected or if we repossess or request for the return of the card;
- e) should your Visa Debit Card or PIN be rejected by a merchant or any terminal used to process card transactions or if we refuse for any reason to authorise any card transaction;
- f) for any malfunction, defect or error in any terminal used to process card transactions, or of other machines or system of authorisation whether belonging to or operated by us or other persons or the inability of any terminal, machine or system to accurately, properly or promptly transmit, process or store any data;
- g) for any damage to or loss or inability to retrieve any data or information that may be stored in your Visa Debit Card or any microchip or circuit or device in your Visa Debit Card or the corruption of any such data or information, howsoever caused;
- h) for our compliance with any instruction given or purported to be given by you relating to electronic services, notwithstanding that the integrity of the information comprised in such instruction may have been compromised or impaired during transmission, provided that such compromise or impairment would not have been apparent to a reasonable person receiving such instruction;
- i) for the interception by or disclosure to any person (whether lawful or otherwise) of any data or information relating to you or any card transaction or account transmitted through or stored in any electronic system or medium, howsoever caused;
- j) if you are deprived of the use of any electronic services as a consequence of any action by us;
- k) any electronic service not being available due to system maintenance or breakdown/non availability of any network;
- l) for any loss, theft, use or misuse of the Visa Debit Card or disclosure of your PIN and/or any breach of these terms and conditions;
- m) for any fraud and/or forgery perpetrated on us or any merchant; and/or
- n) for any delay, inability or failure by us to perform any of our obligations under or pursuant to this Agreement caused or contributed in any way by any one or more of the events or occurrences set out in this Clause.

17. Conclusiveness of Documents and Certificates

Our records (including electronic, computer and/or stored physical records) of all matters relating to the Visa Debit Card, the account and of you shall be conclusive. You hereby agree not to, at any time, dispute the authenticity or accuracy of



any computer output relied upon by us for any purpose whatsoever. In addition, any certificate from us stating your liability to us as at any specified date shall be conclusive evidence of such matters.

We shall be entitled to rely upon, and to treat any document relating to, any card transaction with your PIN and/or signature as conclusive evidence of the fact that the card transaction as therein stated or recorded was authorised and properly made or effected by you.

The Account Statement shall be conclusive evidence of the state of the account between us. Any error or inaccuracy in any Account Statement shall be notified in writing to us within fourteen (14) days from the date when such Account Statement is received or deemed received by you. Details of our dispute resolution procedures are set out in Clause 2.19 of the Kina Bank Savings and Transaction Product Terms and Conditions. Each Account Statement shall constitute conclusive evidence against all account holders that every card transaction stated therein has been effected by the account holder and every charge stated and every amount debited therein has been validly and properly incurred or debited in the amount stated save for such error or inaccuracy which you have notified us in writing within the time prescribed herein.

18. Amendments

We may make any changes to these terms and conditions by giving you notice. Any changes relating to the rate or amount of any charge or fee payable in relation to the Kina Bank Visa Debit Card will be made in accordance with Clause 2.10 of the Kina Bank Savings and Transaction Product Terms and Conditions.

19. Cardholder Information

You may access your personal information held by Kina Bank at any time by contacting Kina Bank using the contact details provided at the beginning of these Terms and Conditions.

It is your responsibility to ensure your personal information held with Kina Bank is accurate, complete and up to date.

19.1 Disclosure of your Personal Information

Unless prohibited to do so by law, we may disclose your personal information to:

- i) other organisations to help us to assess financial risk or to recover debt;
- ii) credit reference agencies;
- iii) other members of Kina Bank including Kina Bank's advisers, consultants or service providers, any of the Bank's subsidiaries, branches, head office or representatives;
- iv) any authority, regulator or government agency in any jurisdiction as the Bank may in its absolute discretion consider appropriate, necessary or advisable;
- v) other organisations to assist us in compliance obligations in respect of sanctions, anti-money laundering, counter-terrorism financing and proceeds of crime;
- vi) the United States Internal Revenue Service to assist us in compliance with our obligations under our arrangements regarding the Foreign Account Tax Compliance Act ("FATCA").

20. General Matters

20.1 Force majeure

To the extent permitted by law, Kina Bank will not be liable to you for any loss or damage (whether direct or consequential), nor be in default under the debit card contract, for failure to observe or perform any of its obligations under the debit card contract for any reason or cause which could not, with reasonable diligence, be controlled or prevented by Kina Bank, including acts of God, acts of nature, acts of government or their agencies, strikes or other industrial action, fire, flood, storm, riots, power shortages or failures, sudden or unexpected system failure or disruption by war or shortage.

20.2 Notice

Kina Bank can deliver a notice to you personally, in which case the date of delivery is the date on which the account holder received the notice.



If Kina Bank mails a notice to you, notice is taken to have been given on the day it would have been delivered in the ordinary course of post, if Kina Bank mailed it to your last known address recorded at Kina Bank.

Where permitted to do so by law, Kina Bank may provide you with a notice, other documents or information:

- a) electronically to your email address, or other electronic mail address, last known to Kina Bank; or
- b) to any person nominated by you to receive such notices, documents or information.

20.3 Waiver

Where Kina Bank waives any rights or powers arising under these Terms and Conditions, such waiver shall be in writing signed by Kina Bank. A failure or delay by Kina Bank to exercise, or partial exercise, of a right or power under these Terms and Conditions does not result in a waiver of that right or power.

You may not rely on any conduct, representation or statement by Kina Bank or its employees or agents as a defense to the exercise of a right or power conferred on Kina Bank by these Terms and Conditions.

