



---

I herewith acknowledge receipt of a copy of the General Terms and Conditions Vidanova Bank Debit Card Services as appearing below and confirm that I fully agree to these General Terms and Conditions.

**Name:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

---

## **GENERAL TERMS AND CONDITIONS VIDANOVA BANK DEBIT CARD SERVICES**

1. For the application of these General Terms and Conditions, the following terms shall have the following meaning:

**“Bank”** : Vidanova Bank N.V.

**“Accountholder”** : the customer having one or more accounts with the Bank and on whose account the Card has been issued.

**“Card”** : the Debit Card issued by Vidanova Bank.

**“Cardholder”** : the customer in whose favor and name the Vidanova Bank Debit Card has been issued.

**“NFC contactless”** : near field communication technology enabling short-range contactless exchange of information by waiving the Card.

**“On -Us Payment”** : use of our Card at a Vidanova Point of Sale

**“POS”** : point of sale machine

**“POP”** : point of purchase machine

2. The Card will remain the property of the Bank at all times. The Card is strictly personal and not transferable. The Cardholder and/or the Accountholder will be fully responsible for the use of the Card and will each be jointly and severally liable in respect of any and all claims arising from the use or misuse of the Card.
3. The Bank will issue a Personal Identification Number (hereinafter referred to as “PIN-code”) to the Cardholder on the Bank’s premises or through the postage. Cards are being issued to the Cardholder in an active status. If the card is sent to the Cardholder by courier, the Cardholder must activate it prior to use. The Cardholder will receive instructions to that end from the Bank.. The PIN-code is strictly confidential and is not transferable and is known only to the Cardholder and/or the Accountholder. The Card will also have a CVV code, the security digits, on the back of the Card, for online use. Combined with the Card, the PIN-code and/or CVV-code will serve as proof of identity for the use of Vidanova Bank Quick Cash, Cashnet, Cirrus and Mastercard transactions. The Cardholder and/or the Accountholder will be responsible for the proper use of the Card, PIN-code and the CVV-code. The Cardholder will exercise good care to preserve the Card and will destroy the statement of the PIN-code once he has taken notice of



same. The Cardholder and/or the Accountholder shall not disclose the PIN-code to third parties and insofar as the Cardholder and/or the Accountholder make note of the PIN-code, the Cardholder and/or the Accountholder shall not at any rate do so on the Card.

4. The Cardholder and/or Accountholders is personally responsible for the use of his PIN and/or CVV and should at all times be aware and careful not to submit the CVV on unsecured websites when using the card for online payments.
5. The Card can be used to accomplish transactions involving only those accounts that the Accountholder holds with the Bank. The Cardholder may use the Card to:
  - a. Check the balance in current account and/or savings account at Vidanova Bank Quick Cash ATM's or other ATM's with Cashnet, Cirrus and Mastercard signs.
  - b. Make withdrawals from current account and/or savings account at Vidanova Bank Quick Cash ATM's or other ATM's with Cashnet, Cirrus and Mastercard signs.
  - c. Make deposits to current account and/or savings account at Vidanova Bank Quick Cash ATM's.
  - d. Make transfers between current account and savings account and vice versa at Vidanova Bank Quick Cash ATM's.
  - e. Change the PIN-code at Vidanova Bank Quick Cash ATM's.
  - f. Give payment instructions to the Bank at Vidanova Bank Quick Cash ATM's.
  - g. Carry out payments through POS and/or POP machines with Mastercard logo/sign by Swipe, EMV Chip or NFC Contactless.
  - h. Carry out contactless payments through POS and/or POP machines with Mastercard logo/sign and online purchases (e-commerce)
  - i. Carry out online payments (only where Master Card Debit Cards are accepted)
6. In connection with transactions involving the use of the Card, the Accountholder authorizes the Bank to charge the current account and/or savings account for monies disbursed and to credit the current account and/or savings account with deposits received.
7. The balance stated by the ATM is the balance of the account. The balance is for information purposes only and does not bind the Bank in any way.
8. At Vidanova Bank Quick Cash and other ATM's with Cashnet, Cirrus and Mastercard logo/signs, the Cardholder may use the Card to withdraw up to ANG. 1,000.00 (one thousand 00/100 Netherlands Antillean Guilders) or the equivalent in United States Dollars on any day provided the account contains sufficient funds, unless and in so far as the Accountholder has specifically agreed otherwise with the Bank in writing. The daily limits for payments through the POS machines with Mastercard logo/sign are:
  - a. ANG 5,000.00 (five thousand 00/100 Netherlands Antillean Guilders) for Cashnet;
  - b. ANG 3,500.00 (three thousand five hundred 00/100 Netherlands Antillean Guilders) for purchases abroad and online purchases;
  - c. ANG 3,500.00 (three thousand five hundred 00/100 Netherlands Antillean Guilders) for On-US payments;
  - d. ANG 100.00 (one hundred 00/100 Netherlands Antillean Guilders) for contactless NFC payments.The Bank reserves the right to change the daily limits as mentioned hereby, by means of displaying the changes of the daily limits on the website of the Bank.
9. The Cardholder may not use the Card for transactions that would cause an overdraft on the current account and/or savings account, unless the Accountholder has made specific arrangements with the Bank as to the current account, in which case the Cardholder may not cause the debit balance of the current to exceed the agreed upon limit. The Bank shall not be required to complete such transaction, but, if the Bank does so, the Accountholder agrees to pay the Bank any excess amount or any authorized or unauthorized amount withdrawn or transferred, immediately upon request of the Bank. The Accountholder agrees to pay interest at the prevailing rate for any amount withdrawn or transferred. The Bank may impose additional restrictions or limitations on the use of the Card when the Bank deems them necessary in order to safeguard the Card against misuse.
10. In connection with the facility to make deposits into the current account and/or savings account, the Card holder may make deposits by using the envelope supplied for this specific purpose, in the Vidanova Bank Quick Cash ATM. All deposits are subject to final count and verification by two employees of the Bank. The Accountholder binds himself to include in each envelope a signed specification of its contents. The Bank itself shall also make a specification of the



contents established by it, which shall be binding upon the Cardholder, subject to the latter's right to furnish evidence to the contrary. Should the Accountholder fail to contest the Bank's accuracy within one month from the date on which he may reasonably be deemed to have received statement of accounts, the Bank shall assume that the Accountholder has accepted these.

11. In connection with the facility to give payment instructions to the Bank, the Cardholder should insert the transfer instruction form into the envelope supplied for this purpose in the Vidanova Bank Quick Cash ATM. All transfer instructions received will be executed the next business day.
12. The Bank retains the right, with or without cause, with immediate effect, to block the use of the Card, to forbid the Cardholder and/or the Accountholder to use the Card and to decide not to extend this service any longer. In such case the Card will become invalid and the Cardholder and/or the Accountholder will be bound to return the Card to the Bank without delay, after he reasonably is deemed to have received notice to that extent. The Bank will be entitled to capture the Card at any time and will inform the Accountholder of the reasons in writing or by telephone within 48 hours after such capture has taken place.
13. The Cardholder and/or the Accountholder will immediately return the Card to the Bank in the following cases:
  - a. upon first request of the Bank;
  - b. in case the Card has been damaged, or if it does not function properly;
  - c. in case the Cardholder suspects that the PIN-code is known to third parties;
  - d. in case the Cardholder and/or the Accountholder is declared in a state of bankruptcy, has filed for suspension of payment ("surseance van betaling") or has lost control of the Accountholder's equity in any way;
  - e. in case the Accountholder closes both his current account and savings account with the Bank or in case all but the entire credit balance on these accounts has been transferred to another bank.
14. The ATM will capture the Card automatically:
  - a. when an incorrect PIN-code is entered three times consecutively;
  - b. when the Bank has blocked the use of the Card for whatever reason;
  - c. if the Cardholder and/or Accountholder leaves the card for more than 30 seconds in the ATM after finalizing his last transaction.

After our ATM has captured the Card, the Card will be kept at the Bank for ten (10) business days, whereby the Cardholder and/or the Accountholder will be contacted to retrieve the Card. In case the Cardholder and/or the Accountholder cannot be reached within ten business days, the Card will be destroyed.
15. The ATM will automatically capture any money dispensed if the Cardholder does not take possession of the dispensed money within 30 seconds. In case this happens, the Cardholder and/or Accountholder should contact the Bank immediately.
16. In the event of death or placing under guardianship of the Cardholder and/or the Accountholder, the Card will become invalid and must be handed back to the Bank immediately.
17. In case of theft or loss of the Card or capture of the Card by an ATM of another bank, the Cardholder and/or the Accountholder, shall notify the Bank hereof, by telephone, or through sending a secured message through the e-banking application of the Bank without delay. If such notice is given by telephone, the Cardholder and/or the Accountholder shall confirm this in writing the next business day after such notice has been given. The Cardholder and/or the Accountholder will be held liable for all transactions with the Card until receipt of the notice has been confirmed by the Bank. The Bank may require the Cardholder and/or the Accountholder to report the loss or theft of the Card to the police. In that event, a copy of the police report will be handed to the Bank. The Cardholder and/or Accountholder shall be obliged to help the police and the Bank in any investigation resulting from the report on the loss or theft of the Card.
18. The Bank is not responsible for damage, nor for expenses in case a Cardholder and/or Accountholder cannot execute a transaction with the Card resulting from amongst others, technical malfunctioning of any ATM, POS or POP machine and/or E-commerce sites.
19. As long as this agreement remains in effect, the Accountholder agrees to maintain at least one current account and/or savings account with the Bank. Should all of Accountholder's accounts be closed the Vidanova Bank Debit Card



Services privileges will be cancelled with immediate effect and the Bank will retain the Card if the Cardholder attempts to use it.

20. The text of these General Terms and Conditions of the Vidanova Bank Debit Card Services and of any amendments thereto as introduced by the Bank, will be available at all times at the offices of the Bank and/or at the website of the Bank, and upon request by the Cardholder and/or Accountholder, while the text of same is registered with the Court's Clerk at the Court of First Instance at Willemstad, Curacao.
21. The Bank has the power to modify and/or supplement these General Terms and Conditions Accountholder. The changes will be binding one month after having been registered with the Court's Clerk as mentioned in Section 20, unless the Cardholder/Accountholder objects against these adjustments /modifications within one month after the Cardholder/Accountholder has been notified in writing of these adjustments. Accountholder.
22. The Cardholder and/or Accountholder shall be jointly and severally liable for the whole to the Bank for all transactions, involving the use of the PIN, the CVV, NFC Contactless or the Card, in connection with and for the use of the Vidanova Bank Debit Card Services unless and in so far as they have specifically agreed otherwise with the Bank in writing. All transactions between the Cardholder and/or Accountholder and the Bank shall also be subject to the General Terms and Conditions of Vidanova Bank N.V.
23. The laws of Curaçao shall apply in respect of all transactions between the Cardholder and/or the Accountholder and the Bank. In the event of any conflict between the provisions of these General Terms and Conditions Vidanova Bank Debit Card Services and any applicable law or regulation, the provisions of these General Terms and Conditions shall be deemed modified to the extent, and only to the extent required, to comply with such law or regulation.
24. These General Terms and Conditions will supersede all prior General Terms and Conditions and will come into effect as of February 10<sup>th</sup>, 2021.

Depot No 603/2021