- 17. Any notice to the Principal Cardholder shall be sent by prepaid post to the address given in this application or the address subsequently notified to the BOSVG Ltd. in writing and shall be deemed to have been delivered 48 hours after the date of posting.
- 18. The Credit Card line together with all charges made against the Credit Card Account as provided in this Agreement must not be exceeded at any time without the BOSVG Ltd. prior approval. In the event that the established Credit Card line is exceeded, a charge of 3% of the amount in excess thereof subject to a minimum charge of \$10.00 will be payable to the BOSVG Ltd.
- 19. The BOSVG Ltd. may vary the Credit Card Line at any time and from time to time. Such change shall be advised to the Principal Cardholder by prepaid post at least 15 days prior to the effective date of the change.
- The Cardholder may at any time pay the entire amount outstanding on the Credit Card Account. In any event, however, the minimum payment due shown on the Principal Cardholders billing statement must be paid by its due date.
- 21. The Minimum payment to be made shall be the total amount due at the end of a Billing Period in respect of anyone or more of the following:
  - a) 8.3% of the outstanding balance due on the Credit Card Account at the end of the Billing Period or \$20.00 whichever shall be the greater (or such other rate or amounts the BOSVG Ltd may in its sole discretion notify to the Cardholder from time to time): and/or
  - (b) any minimum payment (s) due and unpaid (if any) in respect or any previous Billing Period or Billing Periods which remain unpaid: and/or
  - any amount (s) due (if any) in excess of the Credit Card Line which remain unpaid at the end of the current Billing Period: and/or
  - (d) all interest and other charges accrued due under the terms of the Agreement at the end of the current Billing Period. The minimum payment so advised will be rounded up to the next whole dollar, The payment date shall be at least 20 days from the end of the current Billing Period.
- A late payment fee of 1.5% of the Minimum due in respect of any Billing Period subject to a minimum fee of \$15.00 will be payable by the Cardholder if payment of that Minimum Payment is overdue.
- Payments made to the Credit Card Account will be applied in the following order:
  - (a) interest on overdue payments in respect of any Billing Periods;
  - (b) interest on amounts due at the end of the Current Billing Period:
  - (c) fees on amounts in excess of the Credit Card Line;
  - annual fees and all other fees and charges accrued due under the terms of this Agreement not otherwise specifically set out in this Clause
  - (e) Overdue payments on account of principals in respect of any Billing Periods:
  - (f) amounts in excess of the Credit Card Line;
  - (g) amounts on account of principal due at the end of the current Billing Period.
- 24. (a) In the event that the Principal Cardholder does not receive a billing statement within ten (10) calendar days after the end of the relevant Billing Period then the Principal Cardholder must so advise the Credit Card Centre immediately and arrange to take delivery of a copy of that Billing Statement.
  - (b) Any queries concerning any entry on a Billing Statement must be made in writing by the Principal Cardholder to the Credit Card Centre within thirty (30) calendar days after the end of the relevant Billing Period after which time BOSVG LTD will not be obliged to consider any query.
- Payments to Credit Card Account may be made at any branch of the BOSVG Ltd. or at the Credit Card Centre. The Credit Card Centre will not however accept payments in each
- 26. Interest will be computed on the Average Daily Balance during the Billing Period. The Average Daily Balance is calculated by taking the beginning balance each day adding the value of any Card Transaction that day subtracting any payments and credits posted that day; all the Ending Daily Balances for the Billing Period are then totalled and divided by the number of days in the Billing Period. Interest will be computed at a monthly periodic rate of 1.25% on the Average Daily Balance for the Billing Period. This interest rate may be changed by the BOSVG Ltd. at any time and from time to time in its sole discretion.

- 27. No interest will be payable on any amounts debited to the Credit Card Account if the outstanding balance is paid in full by the Payment Due date shown on the Principal Cardholders current Billing Statement. In default of payment as aforesaid, interest as set out above will be payable from the date of the Card Transaction until payment in full.
- Where the Credit Card is used to obtain Cash Advances a handling charge of 2% of the amount so obtained will be payable by the Cardholder to BOSVG Ltd. Cash Advances shall not exceed the Credit Card Cash Limit.
- (a) An Annual Fee of \$100.00 in respect of the Credit Card issued to Principal Classic Cardholder and of EC\$50.00 - in respect of each additional Credit Card issued to a Classic Cardholder must be paid whether or not the Credit Card issued.
  - An Annual fee of EC\$150.00 in respect of the Credit Card issued to a Principal Gold Cardholder and of EC\$75.00 - in respect of each additional Credit Card issued to a Gold cardholder must be paid whether or not the Credit Card is used.
  - c) A n Annual Business Fee of EC\$400.00 for the company and first employee is charged for the first year and EC\$200.00 for each year thereafter. An annual fee of EC\$165.00 for each additional employee is charged. These fees are due whether or not the Credit Card is used.
  - (d) The US\$ equivalent would be charged for US Dollar Accounts.
- A fee of \$25.00 will be charged on each new Credit Card issued because of lost/stolen/ damaged Credit Cards.
- 31. A returned cheque fee of \$20.00 in respect of each returned cheque will be payable if a payment cheque is returned due to insufficient funds.
- BÓSVG Ltd. may in its sole discretion issue an additional Credit Card for the use of any person who is nominated in writing by the Principal Cardholder. The Principal Cardholder shall be liable for the use of the additional Credit Card as if he had used it himself and for all amounts arising from or losses incurred by BOSVG Ltd. in connection with or arising from the use of the Credit Card (whether by act or omission) by the Authorised User (including any use in breach of the terms of this Agreement which BOSVG LTD shall be under no duty to prevent) which may be debited to the Credit Card Account in addition to any Authorized User at any time upon the written request of the Principal Cardholder and the return of such Credit Card to BOSVG Ltd. or upon the surrender to BOSVG Ltd. of such Credit Card by the Authorized User.
- Notwithstanding anything to the contrary set out elsewhere in this Agreement BOSVG Ltd. shall have the right in its sole discretion at any time and from time to time to demand immediate repayment of all monies due to it by the Principal Cardholder under the terms of this Agreement
- 34. BÖSVG Ltd. may vary this Agreement and/or these conditions at any time or times in its sole discretion whether or not a similar amendment is made to the Agreement and/or condition(s) with any other Principal Cardholder (s) provided at least 15 days prior notice of any such change is given to the Principal Cardholder and a variation so notified shall be binding upon the Cardholder (including, for the avoidance of doubt, an Authorized User).
- (a) The Principal Cardholder may terminate this Agreement by written notice to BOSVG Ltd. but such termination shall only be effective when such notice and all Credit Cards issued to the Principal Cardholder and all Cardholders have been returned to BOSVG Ltd.
  - BOSVG Ltd. may terminate this Agreement at any time without notice and there upon cancel or refuse to renew the Credit Cards issued to the Principal Cardholder and all Cardholders.
  - (c) BOSVG Ltd may also suspend the use of the Credit Card in the event of any breach of the terms of this Agreement by either the Principal Cardholder or any Cardholder.
  - (d) Unless and until termination takes place as provided for in this agreement, BOSVG Ltd will provide a new Credit Card for each Cardholder from time to time.
  - (e) These rights are in addition to any other rights or remedies which BOSVG Ltd. may have whether to recover outstanding debts or otherwise and the Cardholders liabilities will continue until such times as all amounts of whatever nature due to BOSVG LTD under this Agreement (including, but not limited to, interest and other charges) have been paid in full.
- 36. Any and all disputes between a Cardholder and a Merchant in respect of any Credit Card Transaction shall be resolved by and between the Cardholder and Merchant. In the case of such dispute, BOSVG LTD shall remain fully indemnified by the Cardholder in respect of any and all claims arising there-from whether by the Merchant or any third party.
- The Principal Cardholder shall immediately notify BOSVG Ltd. in writing of any change of name or address.
- 38. If any parts of this Agreement is found to be valid, the rest remains effective. The information about the cost of the card herein described is accurate as of April 1st, 1994. The information may have changed after the above date. To find out what may have changed, write to us at P.O. Box 880. Kinastown. St. Vincent.

The information about the cost of the card herein described is accurate as of April 1st, 1994. The information may have changed after the above date. To find out what may have changed, write to us at P.O. Box 880. Kinostown. St. Vincent.

By signing the application, I certify that I have read the Conditions of uses. I authorize the Bank/ Financial Institution to which this application is returned as indicated overleaf to check my credit history and if am issued a card to exchange information about how I handle my account with affiliates, proper persons and with credit Bank applied to and its affiliates in order to determine my eligibility for the Caribbean Credit Card. If I designate an authorized user to use my card, I understand that account information will also be reported to credit institutions in the authorized user's name. I certify that I am 18 years of age or older and that the information provided is accurate. I understand that if I use the card or authorize its use or do not cancel my account within 30 days after i receive the card, the Conditions of Use will be binding on me and that I will be responsible for all charges incurred and all applicable fees. The applicable Laws of St. Vincent govern this agreement.

I have read and understand both sides of this application and agree to its Conditions of Use.

PLEASE SIGN THIS AUTHORIZATION

EMPLOYEE SIGNATURE

AUTHORISED COMPANY SIGNATURE (S)





Reigate Building, Granby Street P. O. Box 880 Kingstown St. Vincent

Phone: 784-457-1844 Fax: 784-456-2612

₩ebsite: www.bosvg.comE-mail: info@bosvg.com



VISA
BUSINESS
CREDIT CARD
APPLICATION

Produced by: BOSVG Marketing Department

## BUSINESS CARD APPLICATION FORM EMPLOYEE SECTION

Company Name:		Name of Company (legal):
		Type of Business:
		No. Of Employees:
		General Currency:
		Monthly outgoings:
Country of Birth:		Company name as it shoul
Nationality:	Sex: Male Female	
Name on Card:		
Mailing Address:		Contact Person:
Mailing Address: Telephone No.:		Job Title:
		Mailing Address:
	Fax No.:	-
Everything that I have stated in this knowledge.	s application is correct and to the best of my	Physical Address:
	_	Type of Property (private/
Employee Signature:	Date:	Public Co.: Yes/No
		Vehicles owned/rented:
To be completed by company	Bank A/c:	
CARD LIMIT		· ·
		Bank Name:
EC\$	US\$	
I/we agree that the above-mentions card with the above limits. We agr this employee) will be paid/settled Approved by: Title/Name:	(A) Each employee must compl (B) Please supply the following (I) Copy of certificate of incorp (II) Memorandum and articles (III) Bank reference and/or 6 m	
<u> </u>		The Company and all users of Card Agreement and promise t
Signature:	Date:	
Approved by: Title/Name:  (If different from Home Address)		Authorized Signature (s) N
Signature:	Date:	Date:
		BANK USE ONLY
Years/Month at Present Address:		
What is your Mother's maiden nar	·	Limit Amount:
	in school?	_
What is your favourite Sport?		Date:

## BUSINESS CARD APPLICATION FORM COMPANY SECTION

Name of Company (leg	,ai).	
Гуре of Business:	Incorporation Date:	
No. Of Employees:		
	Annual Revenue:	
Monthly outgoings:		
	ould appear on business Card:	:
Contact Person:		
Job Title:		
Mailing Address:		
	Telephone No.:	
Physical Address:	Fax No.:	
Гуре of Property (priva	ate/public, gov't)	
Public Co.: Yes/No		Offices owned/rented
Bank Name:		
B) Please supply the follow I) Copy of certificate of int II) Memorandum and artic III) Bank reference and/or IThe Company and all user.	mplete an employee application form wing documents with the application corporation and registration certificate eles of association or by-laws of the company 6 months bank statements is of the account, agree to the terms and condition ise to repay all credit extended to us.	is of BOSVG LTD Credit
Authorized Signature (s	s) Name/Title:	
Date:	Company Stamp:	
BANK USE ONLY		
Limit Amount:	US\$ EC\$	
Date:	Approved by:	

## TERMINATION OF AGREEMENT

- In this Agreement:
  - (a) "Authorized User" mean a Card holder to whom an additional Credit Card has been issued under Clause 32 hereof.
  - (b) BOSVG LTD. means Bank of St. Vincent and the Grenadines Limited and its heirs successors and assigns.
  - (c) "Cardholder" means any person to whom or for whose use a Credit Card is issued by BOSVG LTD. and includes a person to whom a Credit Card is issued by BOSVG LTD at the request of the Principal cardholder under the provisions of Clause 32.
  - (d) "Cash Advance" means any payment of cash obtained of the Credit Card.
  - (e) "Credit Card" means the BOSVG LTD Card currently issued to a Cardholder.
  - (f) "Credit Card Account" means an account in the name of the principal Cardholder maintained by BOSVG LTD in relation to Credit Card Transactions, and includes a joint account applied for by more than one person.
  - (g) "Credit Card cash Limit" means the maximum total amount of Cash Advances as notified by BOSVG LTD to the Cardholder from time to time which may be obtained.
  - (h) "Credit Card Line" mean the maximum allowable amount of credit outstanding at any one time.
  - (i) "Credit Card Transaction' means the purchase of goods or the obtaining of services or cash against use of the Credit Card, the Card number or in any manner authorized by the Cardholder for debit to the Credit Card Account or the utilising of any services made available to the Cardholder by BOSVG LTD. from time to time in respect of the Credit Card.
  - "Merchant" means the Corporation, Firm, or individual who has agreed to honour the Credit Card upon presentation under the terms and conditions of BOSVG LTD standard Merchant Agreement.
  - (k) "PIN" means the personal identification number of the
  - "Principal Cardholder" means the Cardholder in whose name a Credit Card Account is maintained by BOSVG LTD.
  - (m) "Billing Period" means the period between the dates of any two consecutive billing Statements.
- The Credit Card must be signed by the Cardholder immediately upon receipt and may only be used:
  - a) By the Cardholder after it has been signed.
  - (b) Subject to the terms of this Agreement and the conditions of use of the Credit Card which are in force at the time of use.
  - Within the Credit Card Line of the Credit Card Account.
  - To obtain the facilities and benefits from time to time made available by BOSVG LTD. in respect to the use of the Credit Card
  - (e) Subject to the right of BOSVG LTD. in its absolute discretion and without prior notice, at any time to cancel, refuse or re-issue, renew or replace the Credit Card or to withdraw the right to use the Credit Card for, or to refuse any request for authorization of, any particular Credit Card Transaction and to publish any such withdrawal or refusal.
- 3. BOSVG LTD will debit the Credit Card Account with the amount of all Credit Card Transactions and any other liabilities of the Cardholder and any loss incurred by BOSVG LTD arising from the use of the Credit Card. The Principal Cardholder will be liable to pay to BOSVG LTD all amounts so debited whether or not a sales voucher or cash advance voucher is signed by a Cardholder.
- BOSVG LTD is authorized to debit the Credit Card Account with all charges pertaining to the acquisition of the Credit Card, and/or its

- renewal and/or its replacement in the event of loss/theft/damage.
- Whenever the Credit Card is used to make purchases or obtain services the Cardholder shall sign a Sales Voucher or Cash Advance Voucher, but if this is not done, the Cardholder will nevertheless remain liable to pay BOSVG LTD. all amounts debited to the Credit Card Account.
- Whenever the Credit Card is used in conjunction with an automatic teller machine it must be used only in accordance with the operating instructions and conditions of use in force for the time being. In particular cash withdrawals must not exceed the permitted limited as notified by BOSVG LTD to the Cardholder from time to time.
- 7. If a Merchant issues a refund voucher in respect of a Credit Card Transaction, BOSVG LTD will Credit to the credit Card Account the amount shown to be due when it receives the refund voucher from the Merchant. Unless a refund voucher is issued and sent to BOSVG LTD then (subject to any rights vested in the Principal Cardholder by statute) the amount will be payable in full to BOSVG LTD and no claim by a Cardholder against the Merchant may be the subject of setoff or counter claim against BOSVG LTD.
- BOSVG LTD. will not be liable in any way if the Credit Card is not honored by a third party or for any retention of a Credit Card by BOSVG LTD., any other financial institution, or any seller of goods or services.
- No Credit Card may be used after its expiry date.
- In the case of a joint account, the liability of the account holders shall be joint and several.
- The Credit Card remains the property of BOSVG LTD. at all times and must be returned by the Cardholder to BOSVG LTD, or any other person acting for BOSVG LTD, at the request of BOSVG LTD.
- 12. BOSVG LTD may at any time and without notice, cancel or suspend the right to use the Credit Card entirely or in respect of specific facilities or refuse to re-issue, renew or replace any Credit Card, without in any case affecting the Cardholder's obligations to BOSVG LTD which shall continue in force.
- 13. The Cardholder will exercise all possible care to ensure the safety of the Credit Card and will prevent the PIN from becoming known to any person. The Cardholder will not disclose the Credit Card number to any third party except for the purpose of a Credit Card Transaction or when reporting the actual loss or theft of or damage to the Credit Card.
- If the Credit Card is lost, stolen or for any other reason liable to misuse or if the PIN is disclosed in breach of the terms of this Agreement, the Cardholder must immediately notify BOSVG LTD Credit Card Centre or any branch of BOSVG. If this notification is given orally, it shall not take effect unless and until confirmed in writing or by fax to the BOSVG Ltd. Credit Card Centre within three (3) business days. After the BOSVG Ltd. has received such written notice the Principal Cardholder's liability for any subsequent use of the Credit Card other than by the Cardholder will cases.
- 15. The Cardholder will give to the BOSVG Ltd. all the information in the Cardholders possession as to the circumstances of the loss, theft or misuse of the Credit Card or disclosure of the PIN and take all steps deemed necessary by the BOSVG Ltd. to assist in the recovery of a missing Credit Card. In the event of any such loss, theft or misuse being suspected, the BOSVG Ltd. may provide the Police or other pertinent authority with any information it considers relevant whether relative to the Credit Card Account or otherwise. If a Credit Card is reported as lost, stolen or liable to misuse, that Credit Card must not Subsequently be used, but must be cut in half and returned immediately to the BOSVG Ltd.
- 16. The BOSVG Ltd. shall not be liable if it is unable to perform its obligations due directly or indirectly to the failure of any machine, data processing system or transmission link or to industrial dispute or to any cause outside the control of the BOSVG Ltd., it's agents, servants or subcontractors.