



### 3. Account Details

Primary Account Number:

Accounts linked to this Card:

No.	ACCOUNT NUMBER	BRANCH	ACCOUNT TYPE

### 4. Security Information

Mother's Maiden name:

Name of your School:

### 5. Declaration

i. I agree to be bound by the Terms and Conditions for Visa Debit Cards in this application form.

Signature

### 6. Card Collection

For Branch Use Only

For Visa Card Dept. Use Only

Date Received:

Card No:

Manager's Signature

No.

Account Number:

Existing Card Holder: YES  NO

## 1. Merchant Usage

This Visa Debit Card ("Debit Card") is issued by First Capital Bank to customers ("Cardholders") who have their Savings/Current account with First Capital Bank. The Card must be signed on the reverse immediately after being received.

The PIN must be memorized to prevent unauthorized use of the Card. The Card must be used only by the Cardholder. This Debit Card is ideally for Electronic use and will be accepted at merchant establishments, which have an electronic point-of-sale terminal. For any usage of the Debit Card for purchases, at merchant establishments, other than through an electronic point-of-sale terminal, the merchant will have to call the bank for the transaction to be authorized.

Whenever the Debit Card is used to make payments at merchant establishments, the Cardholder must sign the charge slip and retain the Cardholder copy. Copies of the charge slip may be furnished by First Capital Bank at an additional charge as per tariff guide. A charge slip, with the signature of the Cardholder together with the Debit Card number noted thereon shall be conclusive evidence, between First Capital Bank and the Cardholder as to the extent of liability incurred by the Cardholder.

First Capital Bank shall not be required to ensure that the Cardholder has received/availed of the goods/services to his/her satisfaction. Any charge slip, not personally signed by the Cardholder but for which the transaction can be proven as being authorized by the Cardholder will also be deemed to be the Cardholder's liability.

First Capital Bank accepts no responsibility for any surcharge levied by any merchant establishment and debited to the account along with the transaction amount. In case of Debit Cards linked to multiple accounts, transactions executed at merchant establishments will be effected by debiting the primary account. In case this account has insufficient funds to honor such transactions, then First Capital Bank will not honor the transactions, even if the necessary funds are available cumulatively or severally in the other accounts linked to the Debit Card. The Card will expire on the date on the front of the Card.

First Capital Bank will not be liable for any failure to provide any service or to perform any obligation, there under, where such failure is attributable (whether directly or indirectly) to any malfunction of the ATM or the Debit Card, temporary insufficiency of funds, any dispute or other circumstances beyond the control of First Capital Bank.

For all cash withdrawals at ATMs, any statements issued by the ATM, at the time of withdrawal shall be conclusive, unless verified otherwise by First Capital Bank. Any such verification shall likewise be final and conclusive and this verified amount will be binding.

## 2. Billing & Payments

The account shall be debited with the amount of any withdrawal, transfer and/or any other transactions effected by use of the Debit Card. The Cardholder shall maintain sufficient funds in the account to meet any transactions. The Cardholder shall not be entitled to overdraw the account with First Capital Bank or withdraw funds by use of the Debit Card in excess of the overdraft limit, if any, agreed with First Capital Bank. If there are insufficient funds in the account to pay for a transaction the purchase may be declined or the retailer may allow the customer to pay the balance by some other means.

The records of Debit Card transactions ("transactions") will be available on the statement sent by First Capital Bank. Such statements shall be mailed to the Cardholder on a periodic basis to the mailing address, as available on the record and as per the Terms and Conditions applicable to the account. The Cardholder can also get a verbal or written record of his/her transactions at any time by calling the First Capital Bank Call Centre or utilizing the mini-statement facility at First Capital Bank ATMs.

The Cardholder will inform First Capital Bank in writing within fifteen (15) days from the statement date, of any irregularities or discrepancies that exist in the transaction details on the statement sent by First Capital Bank. If no such notice is received during this time, First Capital Bank will assume the correctness of both the transactions reflected and the statement issued to the Cardholder.

## 3. International Usage

- i. Use of the Debit Card must be in strict accordance with Foreign Exchange Control regulations hereunder (hereinafter referred to as "FEC").
- ii. In the event of any failure to comply with the same, the Cardholder(s) will be jointly and severally liable for action under the FEC provisions, and may be debarred from holding the Debit Card issued by First Capital Bank either at the instance of First Capital Bank or Reserve Bank of Malawi (RBM). The Cardholder(s) shall jointly and severally indemnify and hold harmless First Capital Bank from and against any/all consequences arising from his/her non compliance of FEC provisions.
- iii. First Capital Bank shall be under no liability, whatsoever, in respect of any loss or damage arising directly or indirectly on decline of authorization for any transaction on account of the Cardholder having exceeded the foreign exchange entitlements as prescribed by RBM from time to time, on First Capital Bank becoming aware of such excess.
- iv. The Cardholder undertakes not to use the Debit Card to effect payment(s) for any illegal purchases i.e. purchases of items/services not permitted as per extant laws, rules and regulations (including FEC).
- v. Although the VISA logo may be displayed in some countries, the Card may not operate there (due to restrictions of

VISA). The to it, Cardholder must comply with all laws and regulations (including FEC regulations) in respect of the Card in the country of purchase or use.

#### 4. Lost Cards

- i. The loss or theft of the Debit Card should be reported to First Capital Bank immediately. The loss or theft may be reported at the Visa Global Assistance Services Help lines, whilst outside Malawi. Although, loss or theft may be reported by any means, but without any negligence, the Cardholder must confirm the same to First Capital Bank in writing as well. A copy of the acknowledged police complaint, regarding such loss/ theft of the card, must accompany the written confirmation made to First Capital Bank.
- ii. If, transactions at merchant establishments are received by First Capital Bank after the Debit Card has been lost or stolen, but before receipt of written intimation by First Capital Bank, then the Cardholder shall be liable for all such amounts debited to his/her account, prior to the Debit Card being reported stolen/lost.
- iii. The Cardholder, hereby, indemnifies First Capital Bank fully against any liability (civil or criminal), loss, cost, expenses or damages that may arise due to loss or misuse of the Debit Card in the event, that, the Debit Card is lost and its loss is not reported to First Capital Bank in accordance with clause (i) of this section, or it is lost and the same is misused, before First Capital Bank is informed in accordance with clause (i) of this section.
- iv. Provided the Cardholder complies in all respects with the applicable Terms and Conditions, a replacement Debit Card may be issued at the sole discretion of First Capital Bank at the applicable fee. First Capital Bank will debit the account with any cost incurred in issuing the said replacement Debit Card.
- v. The Cardholder must assist First Capital Bank and the Police in any enquiries and attempts to recover a lost or stolen card. If a lost card is subsequently found it must not be used unless First Capital Bank confirms that it may be used.

First Capital Bank reserves the right to disclose, in strict confidence, to other institutions, such information concerning the account as may be necessary or appropriate in connection to its participation in any Electronic Fund Transfer network, or as First Capital Bank may deem necessary for the performance of any obligations arising out of or in connection with the usage or operation of the Debit Card.

#### 5. Disclosure

First Capital Bank may assign any activities to any third party at its sole discretion and provide details of the account to such third party agencies, for the purpose of back office processing and other activities outsourced as per RBM guidelines. In this connection, the Account holder(s) understands that First Capital Bank needs to and so he/she authorizes First Capital Bank to process, share, store or transmit information about the Cardholder, the account and/or the transaction within

First Capital Bank or with any institution or agent or third party used by First Capital Bank. First Capital Bank undertakes that any such processing, sharing, storage or transmission of information will be done on a confidential basis and First Capital Bank will endeavor to maintain the strict confidentiality of such information within First Capital Bank Group unless; (a) otherwise required or permitted by any applicable law, regulation or request of any public or regulatory authority; or (b) disclosure is required for the purposes of preventing fraud; or (c) First Capital Bank deems disclosure necessary to provide the Debit Card facility. First Capital Bank reserves the right to report to RBM, any foreign currency withdrawals/payments effected using the Debit Card. The Bank will take all reasonable precautions to keep Personal Information secure and protect it under the security policies and procedures.

#### 6. International Usage

First Capital Bank shall always remain the owner of the Card and therefore reserves the right to cancel/withdraw at any time without any prior notice or to renew at its discretion, the Debit Card or any of the other services related offered at any time without prior notice and without assigning any reason thereof.

In the event, when the Cardholder decides to close his/her account with First Capital Bank, the Debit Card issued on such account would automatically stand cancelled. The Cardholder must immediately cease to use the Debit Card and destroy and return to First Capital Bank the Debit Card linked to such account. In case of any outstanding transactions that have yet not been debited to the account, the same will be netted off by First Capital Bank from the existing balance of the account, prior to returning the funds to the Cardholder.

In the event, when the Cardholder decides to terminate the usage of the Debit Card facility, the Cardholder shall give First Capital Bank, not less than 7 days prior notice in writing and forthwith return to First Capital Bank, the Debit Card, cut into several pieces through the magnetic strip and chip, and obtain a valid receipt thereof. Such termination shall be deemed a termination of the Debit Card facility, accorded by First Capital Bank to the Cardholder. First Capital Bank shall be entitled to terminate the Debit Card facility with immediate effect and the Debit Card shall be returned, upon the occurrence of any of the following events:

- i. Failure to comply with the Terms and Conditions herein set forth.
- ii. An event of default under any agreement or commitment (contingent or otherwise) entered into with First Capital Bank.
- iii. The Account holder(s) becoming the subject of any bankruptcy, insolvency proceedings or proceedings of a similar nature.
- iv. Demise of the Cardholder.
- v. Closure of the account or failure to maintain the minimum average balance in the account.