



VISA CARD ONLINE SERVICE USAGE

1. Background

Criminal elements have penetrated into hacking of VISA accounts by intercepting online transactions and copy VISA card details including PIN's where the same is then used to defraud unsuspecting VISA card holders. First Capital Bank VISA card avails customers the opportunity to transact through Internet for various online transactions, where, unfortunately, the card is subjected to risk of being hacked.

It is against this background that First Capital Bank seek to block all VISA cards from being used for online transactions. Card holders and customers are nevertheless at liberty to instruct First Capital Bank to uplift the block on their cards and subsequently allow them to enjoy full privileges as attached to such cards.

2. Disclaimer of Warranties

- 2.1 The undersigned customer expressly agrees that use of VISA card on Internet is at their/his/her own risk.
- 2.2 To the maximum extent permitted by law, First Capital Bank expressly disclaims all warranties of any kind, whether express or implied or statutory, relating to the use of the VISA Card including, but not limited to the implied warranties of certified card fit for use for a particular purpose, and any warranties relating to non-infringement in the specified product use unless expressly stated in these conditions.
- 2.3 First Capital Bank does not warrant that the card will be usable without dependences on the machine type and network quality of the system the machine in use is subjected to. First Capital Bank makes no warranty regarding the Transactions entered into through internet by use of this card.
- 2.4 Issued in compliance with Exchange Controls and Regulations, First Capital Bank reserves the right to amend/ withdraw based on RBM guidance. However, First Capital Bank has an obligation to give their customers a reasonable notice in case of withdrawal.

- 2.5 First Capital Bank assumes no responsibility for actions relating to services or goods for which the VISA Card will be used. First Capital Bank is not responsible or liable for any act, error, omission, injury, loss, accident, damage, delay, nonperformance, irregularity, or any consequence thereof, which may be occasioned through neglect, or default or any other act or inaction of any the suppliers of goods or services. First Capital Bank shall not be liable for any fluctuation in price or change in goods or services which occurs subsequent to booking and payment for such service. First Capital Bank shall not be liable for any cancellation, overbooking, delay, re-routing, strike, any weather occurrence or governmental occurrence in relation to the goods or services being purchased.
- 2.6 You agree that in no circumstances whatsoever will First Capital Bank or its officers be liable to you or anyone claiming through you for any indirect, incidental, special and/or consequential losses or damages of whatever nature, or punitive loss or damages or for loss or profits, loss of opportunity, loss of business or goodwill or interruption of business arising out of or in connection with your use of the VISA Card, however arising (even if advised of the possibility of such losses or damages) or where so ever situated, whether or not relating to any act, error, omission or negligence by First Capital Bank or any officer, agent, related entity, subsidiary, joint venture partner, employee, representative, contractor or sub-contractor of First Capital Bank.
- 2.7 You further agree that First Capital Bank will not be liable to you or anyone claiming through you for any loss or damage whatsoever to the extent that it is caused by you, results from your failure to take reasonable steps to avoid or minimize your loss, or is caused by First Capital Bank failing to comply with its obligations due to events outside its reasonable control (such as a failure of equipment that is not owned or operated by First Capital Bank, an industrial strike, a natural disaster or an act of God).
- 2.8 In the event of a court of competent jurisdiction finding First Capital Bank liable under these conditions, you unconditionally agree that the liability for First Capital Bank to you under these terms for any losses relating to or arising in connection with the use of the VISA Card Services provided to you under these terms and whether based on an action or claim in contract, negligence, tort, misrepresentation, breach of statutory duty or otherwise shall only be limited to an amount equal to the Service Fees paid by you in connection with the Services to which such claim relates.

3. Indemnity

I/We indemnify, defend and hold First Capital Bank and its officers, directors, agents, subsidiaries, affiliated entities, joint venture partners, representatives, contractors, and employees, harmless against all claims, demands, damages, actions, injuries (including personal injuries or death), suits, proceedings, expenses (including legal costs) losses and liabilities (including all fines, penalties and other charges) arising whether in contract, under statute, in tort (including negligence) suffered or incurred at any time by First Capital Bank arising out of or as a consequence of My/Our use of the VISA Card while carrying out online transactions.

ACCOUNT NAME:

ACCOUNT NUMBER:

LINKED ACCOUNT NUMBER(S):

:
:
:

Signatures of Authorized officials

NAME SIGNATURE

1 _____
2 _____
3 _____
4 _____

Date:

TO BE COMPLETED BY THE BRANCH

We approve the application & request you to facilitate uplifting blocking of Internet purchases through use of VISA card of the above stated customer(s). We confirm that the indemnity has been signed by authorized signatories of account number To which the card is linked facts stated above are true and correct.

Date Received:

Received by:

Signature verified by:

TO BE COMPLETED BY VISA DEPARTMENT

Date received from the Branch:

User created on:

Created by: