

NATIONAL BANK OF MALAWI

VISA DEBIT CARD – GENERAL TERMS AND CONDITIONS

1. Definitions

- a. In these terms and conditions
- “**Bank**” means National Bank of Malawi Ltd, its successors and assigns.
- “**Bank Account**” means in relation to a cardholder(s) any account maintained by the Bank in Malawi which the cardholder(s) is/are entitled to operate in respect of which the cardholder(s) has/have requested to be able to give Transaction Instructions.
- “**Card**” means a Visa Debit card issued by the bank at the request and in the name of the person named upon it for use in connection with the Visa Debit card facilities provided by the Bank.
- “**Cardholder**” means a person to whom a National Bank Visa Debit card has been issued and whose name appears on it and who agrees to be bound by these terms and conditions as varied from time to time by the Bank.
- “**PIN**” means in relation to a cardholder, the personal identification number required to gain access to a POS (Point of Sale) or ATM to give a Transaction Instruction.
- “**Transaction Instruction**” means an instruction given for use of the card.
- b. In these terms and conditions, unless the context requires otherwise:
- i. The word “**Terminal**” means Point-Of-Sale or ATM through which Transaction Instructions may be given.
 - ii. Words denoting one gender shall include all other genders and
 - iii. Words denoting the singular shall include the plural and vice versa.

2. Use of Card and PIN

- a. A card is not transferable and may not be used by any person other than the cardholder.
- b. A card remains the property of the Bank and upon cancellation must be surrendered on demand to the Bank.
- c. A cardholder(s) must exercise all due care and attention to ensure the safety of the card and secrecy of the PIN at all times and to prevent the loss of and/or use of his/her card or PIN by any third party.
- d. A cardholder must not disclose his/her PIN to anyone in any circumstances.
- e. If a card is lost or stolen or if a PIN is disclosed to any unauthorised person, the cardholder(s) must immediately notify the Bank of such loss, theft or disclosure. Any oral notification must be confirmed in writing immediately. The cardholder(s) will be liable in respect of any Transaction Instruction given prior to receipt by the bank of notification of such loss, theft or disclosure.
- f. The card is not a credit card and the cardholder shall not represent the card as such.
- g. The Platinum, Gold and Classic cards are Cheque Guarantee cards and must therefore be accepted as such by the merchants.

3. Cancellation of Cards

- a. The cardholder(s) may at any time cancel his/her card by returning it to the Bank.
- b. The Bank may at any time cancel a card without notice, assigning any reason and without incurring any liability to the cardholder(s).
- c. The cardholder(s) may not use or attempt to use the card after any notification of its cancellation or withdrawal has been given.

4. Replacement of Cards

If a cardholder(s) loses or damages his/her card, the Bank may at its discretion issue a replacement card as the cardholder(s) may require at a fee.

5. Fees

In respect of each cardholder, the Bank shall be entitled to charge and debit from the customer's account such fees as it may from time to time notify the cardholder(s) including but without limitation a service fee of an amount to be prescribed by the Bank from time to time for the use of the card.

6. Liability of Cardholder(s)

Subject to condition 2(e), the cardholder(s) shall be fully liable in respect of each Transaction Instruction given by the use of his/her card. Transaction Instruction must be given in such a way that any confidential information displayed on a terminal is not disclosed to a third party. The Bank shall not be liable for any disclosure to any third party arising out of a Transaction Instruction.

7. Circumstances beyond the Control of the Bank

The Bank shall have no liability for inability to perform its obligations under the cardholder agreement due to anything whatsoever outside the control of the bank, its agents or subcontractors.

8. Amendment

- a. These terms and conditions may be amended at any time and from time to time by notice from the Bank to the cardholder(s).
- b. Any such amendment shall be deemed to be effective and binding on the cardholder(s) upon receipt and any subsequent use of the card shall be deemed to constitute acceptance.

9. Law

These terms and conditions shall be construed and the provision of the National Bank of Malawi Visa Debit card facilities shall be regulated in accordance with the laws of Malawi for the time being in force.