



**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_ between Access Bank (Rwanda) S.A. of 3rd Floor UTC Building, Avenue de la paix, Kigali, Rwanda (hereinafter referred to as “the Bank”) and \_\_\_\_\_ Of \_\_\_\_\_ (hereinafter referred to as “the Cardholder”).

## **1. DEFINITIONS**

In this Agreement: Account” means any account held by a Cardholder in the Bank from which the Cardholder can carry on transaction with the Card.

“Accountholder” means a customer of the Bank who has an account with the Bank. “Card or accesscard

“Hotlist” means the list containing information on missing, lost, stolen, invalid, cancelled cards.

“Point of Sale Machine or POS” means the machine used by retailers and suppliers of goods and services exclusively for transferring and updating units of electronic value.

“The Scheme” means Interswitch/Visa Payment Scheme.

“Participating bank” means any bank other than the Bank participating in the Interswitch or Visa Payment System.

“PIN” means the Personal Identification Number imputed into the Card and personally known to the Cardholder for use with a card.

## **2. ISSUE OF CARDS**

2.1 The Card is a debit card available only to Accountholders of the Bank.

2.2 The Card shall only be used by the Cardholder and in accordance with the terms and conditions herein stated.

2.3 Withdrawal of funds with the Card from any ATM is only allowable against the credit balance on the relevant account of the Cardholder.

2.4 The Card may be used at all ATMs of the Bank wherever situated, and the ATMs of other participating banks in the interswitch and/or Visa network.

## **3 USE OF THE CARD AND PIN**

3.1 The Cardholder shall exercise all possible care to ensure the safety of the Card in his/her possession at all times.

3.2 The Cardholder shall be responsible for the formulation and imputation of his/her PIN which shall at all times be known only and be used solely by the Cardholder.

3.3 The PIN shall not under any circumstances be disclosed to any third party and if written on any material, it shall be the responsibility of the Cardholder to keep such material entirely secured at all times.

3.4 It shall be the responsibility of the Cardholder to notify the Bank immediately in respect of any change in his/her name, business or residential address or telephone.

3.5 The bank shall not be liable for any machine malfunction or dispute or any other circumstances affecting the use of the Card which is outside the direct control of the Bank.

3.6 The Cardholder shall be exclusively responsible for any losses arising from use of the Card by any unauthorized person up to seven days after the Bank receives written notification in accordance with clause 8.2 below.

3.7 The Cardholder shall be exclusively responsible for any losses to the Bank arising from the want of exercise of care in keeping the Card or the secrecy of the PIN or the use of the Card by any person.

## **4. Transaction Limit**

Withdrawal per transaction from any single ATM is limited to RWF.....and each card holder is permitted to 3 withdrawals per day subject to a maximum amount of rwf.....

## **5. FEES**

All fees and charges applicable for the issuance and use of the Card shall be as may be determined from time to time by the Bank.

## **6. REPRESENTATION AND WARRANTIES OF THE BANK**

The Bank represents and warrants as follows:-

- 6.1 The Bank is a member of the InterSwitch and Visa Payment Systems.
- 6.2 The Card may be used in all ATMs bearing the InterSwitch and/ or Visa Payment Logos irrespective of the Bank of ownership. Provided that;
  - 6.2.1 The Card is valid, and authenticated in accordance with agreed security measures.
  - 6.2.2 That Cardholder pays any fees including cash withdrawal fees charged by the Bank or the participating bank.
  - 6.2.3 The transaction meets the conditions set by the participating bank.

## **7. COVENANTS OF THE CARDHOLDER**

The Cardholder hereby covenants and undertakes that the Cardholder shall comply with the terms of this Agreement and all other rules and regulations relating to the issuance and use of the Card.

## **8. LOST AND STOLEN CARDS**

- 8.1 If a Card is lost, missing or stolen or if the PIN becomes known to any other person or if a card or PIN for any other reason is likely to be misused, the Cardholder must, as soon as possible notify the Bank.
- 8.2 Where such notification is made orally, it shall not take effect until the Bank receives effective notification in writing and the Cardholder shall be liable in respect of any use of the Card within seven days after the receipt of such written notification.
- 8.3 Upon receipt of such Notice as contemplated above, the Bank shall at the cost of the Cardholder issue a replacement card to the Cardholder.
- 8.4 It shall be the responsibility of the Cardholder to change the PIN as soon as a replacement Card is issued.

## **CARDHOLDER'S ACCEPTANCE**

I HEREBY CONFIRM THAT I HAVE READ THE ABOVE TERMS AND CONDITIONS AND AFFIRM THAT I TRULY UNDERSTAND AND ACCEPT SAME AS BINDING ON ME IN RELATION TO THE ISSUANCE AND LEASE FACILITY.

Customer Signature & Date