## e ATM CARD TERMS & CONDITIONS

## THE USE OF THE CAYMAN ISLANDS CIVIL SERVICE ASSOCIATION COOPERATIVE CREDIT UNION LTD CARD IS GOVERNED AT ALL TIMES BY THE TERMS AND CONDITIONS HEREIN SET FORTH

- 1. In this Document:
  - "The Credit Union" means Cayman Islands Civil Service Association Cooperative Credit Union Ltd its successors and assigns. "Card" means The Credit Union ATM Card.
  - "Cardholder/Member" means the person to whom or for whose use a Card is issued by Credit Union.
  - "ATM" means Automated Teller Machine.
  - "PIN" means the personal identification number to be used for ATM transactions by the Cardholder/Member.
  - "Card Transaction" means obtaining cash or the purchase of goods and services against use of the Card for ATM to the accounts of the Cardholder/Member.
  - "Card Limit" means the maximum amount of cash the cardholder is permitted to withdraw at an ATM.
  - "Account" means an account maintained by the Cardholder/Member for the purpose of satisfying transactions made by the Cardholder/Member with the Card.
  - "Authorised User" means a Cardholder/Member to whom a Credit Union ATM Card has been issued.
- 2. The Credit Union ATM Card may only be used:
  - (a) Within the available balance of the Cardholder's account/s at the Credit Union;
  - (b) Subject to the terms of this Agreement and the conditions of use of the Card which are in force at the time of use;
  - (c) To obtain the facilities and benefits from time to time made available by the Credit Union Ltd in respect to the use of the Credit Union ATM Card;
  - (d) Subject to the right of the Credit Union in its absolute discretion and without prior notice, at any time to cancel, refuse or re-issue, renew, or replace the ATM Card or to withdraw the right to use the ATM Card for, or to refuse any request for authorization of, any particular ATM Card transaction and to publish any such withdrawal or refusal.
- 3. The Credit Union is authorized to debit the account with all charges pertaining to the acquisition of the ATM Card, and/or its replacement, and/or its renewal in the event of loss/theft/damage.
- 4. The Credit Union is authorized to debit the Cardholder's account/s in addition to, or in lieu of, any right of set-off available to the Credit Union with the amount of all card transactions (including any and all fees where applicable) and any other liabilities of the Cardholder and any loss incurred by the Credit Union arising from the use of the Card. The Cardholder/Member will pay to the Credit Union all amounts so debited.
- 5. Whenever the Card is used in conjunction with a Credit Union ATM, it must be used only in accordance with the operating instructions and conditions of use in force at the time. Cash withdrawals must not exceed the permitted limit as notified by the Credit Union to the Cardholder/Member from time to time.
- **6.** Whenever the Card is used the Cardholder/Member shall activate the card by use of the PIN. PIN number must remain confidental and not shared with other parties.
- 7. If the ATM depository services are provided by the Credit Union when depositing at the ATM, funds deposited in the ATM will be subject to final determination by the Credit Union. Liability for the acceptance of member's deposits for the Credit Union shall not arise until the said envelope has been opened and the contents verified and accepted in accordance with the Credit Union's prescribed procedures. Prior to such acceptance, the sole responsibility of the Credit Union will be for safe custody only.
- **8.** Availability of cheque instruments received as deposits will be subject to the hold of funds availability as prescribed by the Credit Union from time to time.
- **9.** The ATM Card is the property of the Cayman Islands Civil Service Association Cooperative Credit Union Ltd at all times and just be returned to the Credit Union or any other person acting for and on behalf of the Credit Union.
- 10. The Credit Union may at any time and without notice, cancel or suspend the right of use of the Credit Union ATM Card entirely without reservation, or in respect of specific facilities or refuse to re-issue, renew, or replace any of the Credit Union's ATM Card without in any case affecting the Cardholder's obligations to the Credit Union which shall continue in force.
- 11. The Cardholder/Member will exercise due possible care to ensure the safety of the Credit Union ATM Card and will prevent the PIN from becoming known to any person. The Cardholder/Member will not disclose the PIN to any third party when reporting the loss or theft of the Card. The Cardholder/Member will not disclose the Credit Union ATM Card number to any third party except for the purpose of a Credit Union ATM Card transaction or when reporting the actual loss or theft of or damage to the Card.
- 12. If the Card is lost, stolen, or for any other reason liable to misuse or if the PIN is disclosed in breach of the condition, the Cardholder/Member must immediately notify the Credit Union. If this notification is given verbally, it shall not take effect unless confirmed in writing to the Credit Union. Until the Credit Union receives effective notification from the Cardholder/Member, the Cardholder/Member will be liable with respect to any use of the Card. After the Credit Union has been effectively notified, the Cardholder's/Member's liability for any subsequent use of the Card other than by the Cardholder/Member will cease.

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- 13. The Cardholder/Member will release to the Credit Union any and all the information in Cardholder's/Member's possession as to the circumstances of the loss, theft or misuse of the Card or disclosure of the PIN and take all steps deemed necessary by the Credit Union to assist in the recovery of a missing Card. In the event of any such loss, theft or misuse being suspected, the Credit Union may provide the Police or other pertinent authority with any information it considers relevant whether relative to the Card or otherwise. If a Card is reported as lost, stolen or liable to misuse, that Card must not subsequently be used, but must be cut in half and returned immediately to the Credit Union.
- 14. The Credit Union 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 Cardholder(s)/Member(s) provided that at least 15 days prior notice of any such change is given to the Cardholder/Member and a variation so notified shall be binding upon the Cardholder/Member (including, for the avoidance of doubt, an Authorised User).
- **15.** The Credit Union 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, transmission link or to industrial dispute or to any cause outside the control of the Credit Union, its agents, servants or sub contractors.
- **16.** The Cardholder/Member shall immediately notify the Credit Union at any Credit Union branch in writing of any change of name or address and provide any legal documentation which might be required to substantiate the notification.
- 17. The Credit Union will send any notice to the Cardholder/Member in accordance with the Credit Union Rules to the address given or the address known to the Credit Union in writing and shall be deemed to have been delivered 48 hours after the date of posting.
- 18. If any part of this Agreement is found to be invalid, the remainder of the Agreement remains effective.