

Conditions of Use Visa Debit Card

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Introduction

The 'Conditions of Use' governs the operation and your use of the BSP Visa Debit Card. It is important that you read and understand the Conditions of Use. Please contact BSP if you do not understand, or are unsure about any aspect of this Conditions of Use.

The BSP Electronic Banking Terms & Conditions set out your rights and obligations involving conducting electronic transactions on your account, for example, Phone Banking, Internet Banking, EFTPOS, ATM or the purchase of goods or services from a merchant by providing, either on-line, account details to a merchant (or to any other party to whom payment is to be made), either directly or via a third party.

BSP Electronic Banking Terms & Conditions can be obtained via our BSP Branch network or website www.bsp.com.pg

Defined Terms

The following definitions apply throughout this Conditions of Use, unless otherwise stated:

1. '**Account**' means any BSP account which can be operated by a card and which you have nominated for use in this way.
2. '**Account holder**' means the person in whose name the BSP Visa Debit account has been opened.
3. '**BSP**' means Bank of South Pacific Ltd and its successors and assigns.
4. '**BSP business day**' means any day from Monday to Friday on which BSP is open for business in at least one of its branch locations in Papua New Guinea.
5. '**Card**' means the card issued to you by BSP for use on your BSP Visa Debit account.
6. '**Default account**' means the account linked to your BSP Visa Debit Card.
7. '**Dormant account**' means an account that has not been operated either by deposit or withdrawal for a period of 6 months.
8. '**Periodical payment**' means a regular and automatic transfer of funds from or to your BSP Visa Debit account that you instruct BSP to make by providing your account number and branch number (BSB).
9. '**PIN**' means personal identification number, that is, the code of numbers that you use with your BSP Visa Debit Card through electronic equipment.
10. '**Purchase price**' is the actual amount payable by you to a merchant for the supply of goods or services.

11. **‘Recurring Transaction’** or **‘Standing Authority’** means a regular transaction on your account that you have authorised another person or company (merchant) to make by providing your 16 digit BSP Visa Debit Card number.
12. **‘Transaction’** means any purchase or withdrawal.
13. **‘You’** means the person in whose name the BSP Visa Debit account has been opened.

1. Application of the Conditions of Use

1.1 Agreeing to the terms of the Conditions of Use

BSP is the issuer of BSP Visa Debit Card. The terms and conditions of this Conditions of Use apply when you first use your BSP Visa Debit Card or when you do anything else described by BSP as indicating your acceptance of these terms and condition.

2. Opening an account

2.1 Identification

Under Papua New Guinea National Government legislation, any person opening a new account must be identified by BSP. The identification requirements can be satisfied if you bring two of the following documents when you open your account:

- Drivers license
- Other KunduCard
- Birth certificate
- Passport
- Letter of Identification signed by village pastor, local councilor or Provincial Police Commanders or higher rank.

Ask BSP staff for help.

3. Fees and Charges

3.1 Bank fees and charges

- a) BSP reserves the right to charge the account with fees and charges for the provision and operation of the account. The fees and charges applicable to the account are set out below.
- b) BSP may waive fees under certain conditions.
- c) If BSP fails to collect a fee to which it is entitled, BSP has not waived its right to collect the fee for future transactions of the same nature.
- d) Other general fees and charges may also apply to your account for other services or account activity.

For information about other general fees and charges, please refer to the BSP Personal Banking General Fees, available from any BSP branch or online at www.bsp.com.pg.

BSP Visa Debit Card – Fees & Charges	
Annual card service fee - a set fee for BSP to manage and maintain your card on the date of card creation. Charged to your default account annually based on date of card creation.	K100
Staff assisted Transactions	
A cash withdrawal or transfer made over the counter at any BSP branch	Standard BSP monthly fees
Domestic ATM/Electronic Transactions	
BSP ATM balance enquiry	K0.00
BSP ATM withdrawal	Standard BSP monthly fees
KwikCash ATM balance enquiry	K0.00
KwikCash withdrawal	K2.50
Non-BSP ATM balance enquiry	K0.00
Non-BSP ATM withdrawal (per withdrawal)	K2.50
Overseas Transactions	
Balance enquiries	K0.00
Cash withdrawals in a foreign currency (per withdrawal)	K10.00
Currency Conversion Fee – applies to all withdrawals or purchases in a foreign currency (per withdrawal/purchase)	2.5%

- e) The monthly statement of account will detail all fees and charges applied to the account during the relevant statement period.

3.2 Associated Account Fees and Charges

BSP Visa Debit Card Replacement Fee of K100 is applicable for the replacement of the card except if, the debit card is damaged or faulty (card must be returned to a BSP branch) or card is stolen and if so, provide a copy of a police report.

Direct debit or credit and recurring transactions is an arrangement you make with a third party to debit or credit your account directly.

Note: Although BSP does not charge a fee for providing this service the third party may charge a fee.

Overdrawn Fee K50 charged to your account at the end of the ‘statement period’ is shown on the statement of account if the account is overdrawn at any time/s during the statement period. This fee is charged at a maximum of once per statement period.

Overdrawn account debit interest rate BSP Indicator Lending Rate plus a margin of 11.00% p.a. The BSP Indicator Lending Rate is published weekly in the Papua New Guinean Post Courier newspaper.

- Overdrawn interest is calculated by applying the daily percentage rate (the annual fee not charged and interest adjusted if BSP finds transaction is incorrect).

You will be given a copy of the original in most cases BSP does not retain the original copies but stores electronic copies for seven years.

- For the transfer of funds from your account to a non-BSP account at any BSP branch (does not include Telegraphic Transfers)

Periodical Payments	
To other accounts within BSP of related companies	K0.00
To non-BSP accounts	K5.00
Standard periodic statement with account	K0.00
Replacement statements	K10.00
Local clearance	(Minimum K50) plus
Stop Payments arrange	K25 costs incurred

3.3 Government fees and charges

Any Government duties, taxes, rates or other charges incurred in respect of receipts or withdrawals made to or from the account will be payable by the account holder.

4. Using BSP Visa Debit Card

4.1 How you can use the account

- The account must be used wholly and exclusively for your private and domestic use.
- You must not use the account for any unlawful purpose, including the purchase of goods or services prohibited by the laws of the jurisdiction you are in.

4.2 BSP Visa Debit Card acceptance

- A BSP Visa Debit Card will normally, be honored by financial institutions and merchants displaying the Visa card symbol. However, Visa card promotional material displayed on any premises cannot be taken as a warranty by the financial institution, merchant or any person carrying on business there that all goods and services available at those premises may be purchased with the card.
- The price the merchant charges for goods and services purchased with a BSP Visa Debit Card may vary from the price a merchant, charges for the same goods and services purchased with cash.
- Unless required to do so by law BSP does not accept any liability:
 - If any financial institution or merchant displaying a Visa symbol refuses to accept or honor a BSP Visa Debit card; and
 - For goods or services purchased with a BSP Visa Debit Card.

- d) Any complaints about goods or services purchased with a BSP Visa Debit Card must be resolved directly with the merchant concerned.

4.3 Card validity and expiry

For security reasons, you must immediately sign your BSP Visa Debit Card, in whose name it has been issued and must only be used up to the good 'thru' date. Further, you must ensure that as soon as any card issued in relation to the BSP Visa Debit Card expires, it is destroyed, by cutting it diagonally in half. The Bank will issue a letter two (2) months prior to the expiry date to your postal address.

4.4 EFTPOS

EFTPOS is Electronic Funds Transfer at Point of Sale. This retail facility allows you to debit the cost of your purchase to your BSP Visa Debit Card linked account. Depending on other retailers, you may also be able to withdraw cash in addition to your purchase.

4.5 Daily withdrawal limit

Unless you have made arrangements with your branch for an increased or decreased limit, your daily combined purchase or withdrawal limit via:

- ATMs or EFTPOS for cash is K3, 000 per BSP Visa Debit card
- EFTPOS terminals for purchases when you select the 'savings' or 'cheque' button, is K15, 000 per BSP Visa Debit card. This means you can use your BSP Visa Debit Card to withdraw a total of K15,000 per day from the account (s) to which it is linked via the above access methods, provided your account (s) contain sufficient funds. In the event of a BSP system failure, the daily withdrawal limit while overseas is to be equivalent to one transaction at USD500.00.

4.6 Using your card outside Papua New Guinea

VISA PLUS

- a) VISA PLUS is an international ATM network through which customers can access available funds in their linked BSP accounts by using their BSP Visa Debit Card and PIN whilst overseas.

At overseas VISA PLUS ATMs, you cannot use your BSP Visa Debit Card to make deposits or transfer funds between linked* accounts. To access funds from your BSP Visa Debit linked account at overseas VISA PLUS ATMs, select 'credit' (when the option is available). At some overseas VISA PLUS ATMs (not in Europe) you can also use your BSP Visa Debit Card to access your primary linked 'savings' or 'cheque' accounts* by selecting savings or 'cheque' (when the option is available). Where the VISA PLUS ATM has no account selection facility, the ATM will automatically select a withdrawal from the default account if you proceed with the transaction.

**Linked primary accounts refer to BSP accounts you have nominated as your primary savings or cheque account linked to your BSP Visa Debit Card.*

- b) Transaction fees and currency conversion fees apply to your BSP Visa Debit card for the use of VISA PLUS ATMs overseas. If the amount of the transaction is more than your available balance, the transaction may be rejected and no fees will be charged.
- c) Surcharging, VISA PLUS Some overseas ATM locations may impose a surcharge when you use their ATM to make a withdrawal. Surcharges will not appear as a separate item on the account statement, but will be included in the total transaction amount shown.
- d) Exchange Rates and Conversions, VISA PLUS. Visa International will convert all transactions into Papua New Guinean Kina in accordance with its rules. Transactions will either be converted directly to Papua New Guinean Kina or will be first converted from the currency in which the transaction was made to US dollars and then converted to Papua New Guinean Kina by Visa international. Please note that some cross-currency transactions from overseas may be different from the amount that was originally authorised.

This difference may be due to fluctuations in currency conversion rates between the date of the authorisation and the date that the transaction clears.

The conversion rate used is a wholesale market rate selected by Visa International from a range of wholesale rates one day before VISA processes the transaction. In most cases, the conversion rate applied to refunds of a transaction will be different to the conversion rate applied to the original transaction.

5. Transactions on your BSP Visa Debit Card

5.1 Transactions on the account

- a) The account holder agrees that BSP can debit the account linked to your BSP Visa Debit Card with all transactions authorised by you. Transactions can be authorised by you by:
 - i) Using your card, alone or together with your PIN, in conjunction with any electronic equipment;
 - ii) Presenting your card to a merchant and signing a voucher or other documentation acceptable to BSP authorising the transaction;
 - iii) Providing the card account details to a merchant or to any other party to whom payment is to be made, either directly or via a third party, in a manner acceptable to BSP, for example, over the phone or online.
 - iv) Transferring funds electronically using BSP Internet Banking or BSP Phone Banking; or

- v) Arranging an electronic debit; for example, a recurring transaction or periodical payment to be paid directly from your account.
- b) You can authorise a transaction for either a particular amount or for particular goods or services. For example, if you hire a car, you may authorise a transaction for both the rental and any additional costs, such as the cost of any damage to the vehicle.
- c) When you authorise a transaction:
 - i) You are confirming the validity of the amount of the transaction, that is, the transaction correctly represents the purchase price of the goods or services
 - ii) The account holder is agreeing to pay (in Papua New Guinean Kina) the amount of that transaction.

Anti Money Laundering

- a) You agree BSP may delay, block or refuse to make a payment if BSP believes on reasonable grounds that making the payment may breach any law in Papua New Guinea or any other country, and BSP will incur no liability to you if it does so.
- b) You agree to provide all information to BSP which BSP reasonably requires to comply with any law in Papua New Guinea or any other country. You agree BSP may disclose information which you provide to BSP where required by any law in Papua New Guinea or any other country.
- c) Unless you have disclosed that you are acting in a trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf in entering into this agreement.
- d) You declare and undertake to BSP that any payment of monies in accordance with your instructions to BSP will not breach any law in Papua New Guinea or any other country.

5.2 Stopping or altering payments for Direct Debits and Periodical Payments set up using your account number and BSB.

- a) A direct debit is a debit from your BSP account that you arrange through a merchant or other service provider by providing your BSP Visa Debit linked account number and branch number (BSB) (as opposed to your 16 digit card number).
- b) A periodical payment is a debit from your BSP Visa Debit linked account, which you instruct BSP to make to the account of another person or business by providing your BSP Visa Debit account number and branch number (BSB) as opposed to your 16 digit card number.
- c) You can:
 - Arrange for a direct debit or a periodical payment to be stopped if you notify BSP in writing before the payment is made. A Stop Payment fee may be charged;

- Arrange for payment of a direct debit or a periodical payment to be altered if you notify BSP in writing at least two banking days before the payment is made; or
 - Cancel a direct debit request or a periodical payment facility at any time by notifying BSP in writing.
- d) Speed is important. You may notify BSP initially by telephone. This may temporarily stop your direct debit or periodical payment until you visit your local branch or send written instructions. BSP may charge you a fee for canceling a direct debit or periodical payment.

5.3 Authorisations

- a) If you select the ‘credit’ button when you use your BSP Visa Debit Card to make EFTPOS purchases or you use the 16 digits card number to purchase or pay for goods or services, the merchant or other person involved in the transaction may obtain an authorisation for the transaction before the transaction is made. This authorisation is for the purpose of establishing that there are sufficient funds available in the account for the transaction.

This authorisation may be completed for a transaction that occurs at a later time such as car hire, accommodation and transactions at unmanned terminals (for example, unmanned petrol stations).

- b) Once the authorisation is obtained, it will reduce the amount of available funds in the account. If the purchase or other transaction is not completed, the amount of available funds in the account may continue to be reduced for up to six BSP business days after the authorisation is obtained.

5.4 Recurring transactions and other standing authorities set up using your card number.

- a) You can, at any time, authorise another person or company (merchant) to transact on the account by providing your 16 digits BSP Visa Debit Card number.
- b) To cancel such an authority, you must notify the merchant in writing at least 15 days before the next transaction is due to be processed. Please note, unlike direct debits set up using your account number and branch number (BSB), BSP is not able to cancel a recurring transaction on your behalf. Until you cancel the authority, the merchant is entitled to request BSP to debit the account and BSP is obliged to process any request in the ordinary course.
If the merchant does not comply with your request to cancel the authority, you must send BSP a copy of your correspondence with the merchant to enable BSP to dispute the relevant transaction’s) on your behalf according to the procedure in clauses 5.1 and 5.2.
- c) In some circumstances, if your card number changes (for example, if your account is closed or your card is lost or stolen), or your card is cancelled, and you fail to provide alternative payment details (for example, your new card number) to the merchant,

BSP may stop processing the transactions, after giving notice to the merchant, and this may cause the merchant to stop providing the goods and services.

5.5 Reversing a transaction

Where you have authorised another person or company (merchant) to transact on the account by providing your BSP Visa Debit Card number or used your card to make a purchase at an EFTPOS terminal by selecting the ‘credit’ button, you may be entitled to reverse (charge back) the transaction where you have a dispute with the merchant.

For example, you may be entitled to reverse a transaction where the merchant has not provided you with the goods or service you paid for. Please note, BSP is not able to reverse (chargeback):

- Direct debit transactions set up using your BSP Visa Debit linked account number and branch number (BSB); or
- Transactions at EFTPOS terminals when you have selected the ‘savings’ or ‘cheque’ button. You must notify BSP if you believe you are entitled to reverse a transaction. If BSP is satisfied after investigation that you are entitled to reverse a transaction, it will credit your account for the amount initially debited for the transaction.

5.6 Time limits for reversing a transaction

You should notify BSP immediately of a disputed transaction. Visa card scheme operating rules impose time limits after the expiry of which BSP is not able to reverse a transaction. The minimum time limit generally applicable is 90 days after the disputed transaction. If you do not notify BSP in time, BSP may be unable to investigate your claim in which case you will be liable for the transaction.

It is your responsibility to review carefully your statements of account. BSP is not responsible for any loss to you if you do not ask BSP to reverse a transaction within an applicable time limit.

5.7 Verified by Visa transactions

You are not able to reverse a transaction authenticated using Verified by Visa unless BSP is liable as provided in your Electronic Banking Terms & Conditions.

6. Statements of account

6.1 When will the account holder receive a statement of account?

BSP will mail a statement of account to the account holder each month unless:

- a) At the end of the statement period the account balance is less than K10 and no amounts have been entered on the account since the previous statement period (other

than debits for any applicable government charges or duties on receipts or withdrawals);

- b) The account holder has died or is insolvent and the account holder's personal representative or trustee in bankruptcy has not requested a statement of account; or
- c) BSP is otherwise excused from sending the account holder a statement by law.

6.2 Check your statement of account

The account holder should check each statement of account carefully once it is received and immediately notify BSP of any transaction the account holder believes to be an unauthorised or disputed transaction or any other error. Details of BSP's dispute resolution procedure are set out in clause 11.

7. Making deposits to your account

7.1 How to make deposits to BSP Visa Debit Card linked account.

You can make deposits to the account:

- i) By arranging an automatic deposit of your salary or other income to be paid directly into your account;
- ii) By transferring funds from a linked account using BSP Internet Banking or BSP Phone Banking;
- iii) By depositing funds at any BSP branch within Papua New Guinea.
- iv) By arranging an electronic credit from your other BSP accounts.
- v) By arranging an electronic credit via another financial institution.
- vi) By sending a cheque drawn by a Papua New Guinean financial institution or money order to postal address P O Box 78 Port Moresby Papua New Guinea (BSP will not accept cheques drawn by a foreign financial institution); and
- vii) In any other way BSP agrees with you.

7.2 Cheques

- a) How long does it take to clear a cheque?
Usually four to fourteen working days, however you will generally be able to draw on the funds after four working days.
- b) What if the cheque is dishonored?
If BSP has allowed you to draw on the cheque before it is cleared and the cheque is subsequently dishonored, BSP will debit your account by the amount of the cheque.

c) Third Party Cheques

If you present a cheque which is payable to someone else or it appears to belong to someone else (third party cheque), BSP may, in its discretion, refuse to accept that cheque for deposit or refuse to cash it or may require you to comply with some conditions before it will accept that cheque for deposit or cash it.

d) When should a cheque be dishonored or payment refused?

At the bank's discretion, a cheque may be dishonored or payment refused where:

- There are insufficient funds in the account of the drawer;
- The cheque is unsigned;
- The cheque is more than 13 months old;
- The cheque is future dated;
- The cheque has been materially altered and the alteration has not been signed;
- There is a legal impediment to payment;
- The cheque has been stopped; or
- The paying bank has been notified of the mental incapacity, bankruptcy or death of the drawer.

e) Bank cheques are cheques instructing payment from the bank itself rather than from a customer's account. They are designed to provide an alternative to carrying large amounts of cash when a personal cheque is not acceptable. Bank cheques are usually requested because of the higher likelihood that they will be paid.

However bank cheques should not be regarded as equivalent to cash. Bank cheques can be purchased by BSP and non-BSP customers and a fee is charged. A bank may dishonor a bank cheque if:

- The bank cheque is forged or counterfeit;
- The bank cheque has been fraudulently and materially altered;
- A fraud or other crime has been committed;
- The bank is told the bank cheque has been lost or stolen;
- There is a court order restraining the bank from paying a bank cheque;
- The bank has not received payment or value for the issue of the bank cheque; or
- If a bank cheque is presented by a person who is not entitled to the cheque proceeds. If a bank cheque is lost or stolen, BSP will, on certain conditions provide a replacement for a fee

f) Special clearance of funds. You can arrange for a cheque to be cleared in less than the usual time by requesting a 'special clearance'. Fees apply to this service.

8. Processing of transactions by BSP

8.1 When transactions will be applied to the account

- a) All transactions that are processed electronically will be processed immediately to the account.
- b) Manual transactions on the date they are received by BSP and are effective as at the date of the transaction. The date that BSP receives a transaction for processing may not be the date the transaction was made.

For example, BSP may be provided with information concerning purchases made using your card number (for example mail or on-line purchases) a number of days after the purchase was actually made.

- c) BSP may process transactions received by it on a particular day in any order it sees fit. This means that the order of processing transactions on a day may vary from the order in which transactions are made on that day or are received by BSP on that day.

8.2 When deposits and other credits are considered to be made

- a) Deposits and other credits (including credits for returns of purchased goods) will not be treated as made until the date on which those deposits or other credits are applied to the account in the ordinary course of business.

The following rules generally apply:

- i) If the deposit is made by mail, it will be credited to the account by BSP on the date of receipt. You should allow a suitable amount of time for the mail to reach BSP.
- ii) Deposits via BSP Phone Banking or BSP Internet Banking will be credited to the account as at the date they are made, provided they are made prior to the relevant cut off time, Monday to Friday, excluding national public holidays. Deposits made after these times will be credited as at the following BSP business day. Fund transfers from non- BSP accounts to BSP accounts are subject to the cut off time of the other financial institution.
- b) Cheque deposits at BSP branches may take up to fourteen BSP Business days to clear.
- c) Cash deposits at BSP branches within Papua New Guinea are available for use as soon as they have been credited to the account.
- d) If a deposit is made at another bank or financial institution, there may be delay of several days before your account is credited with your deposit.

9. Provision of Credit

9.1 No Credit on BSP Visa Debit Card

- a) BSP does not agree to provide any credit in respect of your BSP Visa Debit linked account. Selecting the 'credit' button in ATMs or EFTPOS terminals when you use your BSP Visa Debit Card to make withdrawals or purchases gives you access to the funds available in your account and does not provide you with any credit in respect of the account.
- b) If you request or authorise a withdrawal or payment from your account which would overdraw your account, BSP may, in its discretion, allow the withdrawal or payment to be made on the following terms:
 - Interest will be charged daily on the overdrawn amount (refer to clause 3 above for details as to the overdrawn account debit interest rate);
 - An Overdrawn Fee may be charged (refer to clause 3 above for details);
 - The overdrawn amount, any interest on that amount and the Overdrawn Fee will be debited to your account; and
 - You must repay the overdrawn amount and pay any accrued interest on that amount and the Overdrawn Fee immediately. You should inform BSP as soon as possible if you are in financial difficulty.

10. BSP Visa Debit Card security

10.1 Keeping your BSP Visa Debit Card and PIN secure

The security of your card is very important. If you fail to observe the following security requirements you may increase the account holder's liability for any unauthorised use of the card.

You must:

- i) Sign the back of your card immediately upon receipt;
- ii) On the expiry date destroy your card by cutting it diagonally in half;
- iii) Not let anyone else use your card;
- iv) Take reasonable steps to protect your card from loss or theft; and
- v) Notify BSP immediately you become aware that your card has been lost or stolen, or someone else without your authority has used your card or the card account details (for example, the number and expiry date of your card).

The Electronic Banking Terms & Conditions set out additional security requirements in relation to electronic access processes, including your card and PIN.

10.2 What happens if your card is lost or stolen?

- a) You must make a report to BSP immediately that you become aware that:

- i) Your card has or may have been lost or stolen; or
 - ii) Your card or the card account details (for example, your card number and expiry date) have or may have been used by someone else without your authority.
- b) The best way to make the report is to call BSP on the telephone numbers listed at the back of this booklet. Alternatively, or if BSP's telephone reporting service is unavailable, you should report the loss or theft to any BSP branch or, if overseas, to any bank displaying the Visa card symbol. When a telephone report is made, BSP will give you a notification number or some other form of acknowledgement. You should retain this as evidence of the time and date of your report.
- c) If you report that a card has been lost or stolen, or the card account details have been used by someone else without your authority, the card will be cancelled as soon as the report is made. This means that you must not use the card once the report is made. For example, if the card has been lost or stolen and you find it after making the report, you must not use the card. You must destroy the card by cutting it diagonally in half and return it to a BSP branch as soon as possible.
- d) BSP may issue the account holder with a new BSP Visa Debit Card and PIN.
- e) These terms and conditions will apply to your new BSP Visa Debit Card and PIN.
- f) The account holder may be liable for transactions for which you did not give authority (including mail and telephone order transactions and internet transactions) incurred before the report is received by BSP, but liability will not exceed USD300.00. However, if you have contributed to the loss by unreasonably delaying reporting to BSP the loss or theft of your card or the unauthorised use of the card account details, the account holder may be liable for transactions for which you did not give authority (including mail and telephone order transactions and internet transactions) incurred before the report is received by BSP.

This liability does not apply to transactions involving the use of an electronic access process, including your card and PIN. You should read the Electronic Banking Terms & Conditions to understand your liability in the event of unauthorised use of an electronic access process, including your card and PIN.

10.3 Lost and stolen card and PIN while overseas

BSP can provide at its discretion an emergency replacement card. A replacement fee applies for replacement of a card except if damaged (and the card is returned to BSP) or stolen and a copy of a police report is provided. However, you will not be able to use the replacement card to perform transactions that require a PIN until you have obtained a new PIN for the card after you have returned to Papua New Guinea. You may still be able to make purchases and obtain cash withdrawals on your BSP Visa Debit account over the counter at institutions displaying the Visa logos/symbol.

11. Error or dispute resolution

11.1 BSP's dispute resolution procedure

Make a complaint. If BSP makes a mistake, or BSP's service doesn't meet your expectations, BSP wants to know. For the fastest possible resolution to your complaint call us on 180 2000 or talk to staff at your local BSP branch or business centre. Most often BSP will be able to solve the problem on the spot. BSP's aim is to resolve the complaint within 48 hours and within a maximum of 5 working days. If this is not possible, BSP will keep you informed.

12. Cancellation and termination

12.1 Cancellation by BSP

- a) Cards remain the property of BSP at all times.
- b) BSP reserves the right to cancel a card or refuse authorisation of further transactions on any linked account at any time:
 - i) Without prior notice if:
 - BSP believes that use of the card or the linked account may cause loss to you or to BSP (for example, if you have not met any of your obligations under this Conditions of Use or under the terms and conditions applicable to another credit facility provided by BSP to you).
 - The account is overdrawn, or has insufficient funds to cover further transactions, or has a nil balance and there have been no transactions (except for fees or charges) on the account for more than three months;
 - In the reasonable view of BSP you have tampered with, misused or allowed any other person to use your card; or
 - ii) Upon giving you not less than three months written notice.
- c) BSP may also exercise its discretion to close a linked account due to unsatisfactory conduct or for any other reason it considers appropriate. In this event, BSP will notify you in writing at the address shown on its records.
- d) If the linked account is closed, all cards issued in relation to that account will also be cancelled if no remaining accounts are linked to those cards.
- e) BSP will not cancel any individual card(s) without good reason. BSP reserves the right to cancel any card at any time without prior notice if:
 - i) BSP believes that use of the card may cause loss to you or to BSP; or
 - ii) The link account has been closed.

12.2 Cancellation by you

- a) The account holder may close the account at any time by making a telephone request to BSP for closure of the account. If the account is closed, all cards issued in relation to that account will also be cancelled.
- b) The account holder may request BSP to cancel any card linked to the account at any time by telephone. BSP will only cancel the card when the account holder has returned it to BSP cut diagonally in half or has taken all reasonable steps to return it to BSP.
- c) Telephone requests can be made by telephoning the numbers listed at the back of this booklet. Written requests should be mailed to the postal address at the back of this booklet.
- d) If the account has a credit balance when the account is closed, BSP will send the account holder a bank cheque for the closing credit balance of the account (unless those funds have been remitted as unclaimed money in accordance with the law). Annual fees will apply even though the account has been open for only part of the calendar month. If the account is holding uncleared funds at the time of closing the account, these will not be released until the funds are cleared. If your account is in debit, the balance plus any accrued debit interest, fees and Government charges applicable to the closing date will be payable by you to BSP.

12.3 What happens, when a card has been cancelled or the authorisation of transactions is refused?

- a) When a card has been cancelled
 - i) When BSP cancels a card or BSP receives instructions from you to cancel a card:
 - BSP will write to confirm cancellation details with the account holder; and
 - The card must not be used and must be returned to BSP cut diagonally in half.
- b) The account holder:
 - i) Is responsible for the use of the card and of the account until the card is returned to BSP cut diagonally in half or until the account holder has taken all steps to return the card to BSP;
 - ii) Is responsible for any transactions debited to the account in accordance with any recurring transaction request or other standing authority or BSP Internet Banking and BSP Phone Banking until the request or authority is cancelled in accordance with these terms and conditions.
- c) Any recurring transaction request or standing authority given by you to other parties such as monthly debits for life insurance, finance companies etc must be cancelled directly by you with the other party. You should provide new payment details to the party if you want to continue to make payment in this way. See clause 5 above for other important information regarding recurring transactions and other standing authorities.

12.4 What happens when BSP refuses to authorise transactions?

- a) If BSP refuses to authorise transactions under clause 12.1 (b) (i), BSP will not advise of this in writing and the card must not be used until you have repaid any overdrawn amount (including any accrued interest on that amount and the Overdrawn Fee).
- b) The account holder is responsible for any transactions debited to the card in accordance with any recurring transaction request or other standing authority or any other authorised link to the BSP Internet Banking and BSP Phone Banking until the request or authority is cancelled in accordance with these terms and conditions.
- c) Any recurring transaction request or standing authority given by you to other parties such as monthly debits for life insurance, finance companies etc must be cancelled directly by you with the other party. You should provide new payment details to the party if you want to continue to make payment in this way. See clause 5.4 for other important information regarding recurring transactions and other standing authorities.

If you do not provide some or all of the information requested, BSP may be unable to provide you with a product or service.

12.5 Disclosures by BSP

Subject to our general duties of confidentiality towards our customers, BSP may need to disclose your personal information to:

- a) Your referee(s);
- b) Credit reporting or debt collecting agencies;
- c) An organisation that is in an arrangement or alliance with BSP for the purpose of promoting or using their respective products or services (and any agents used by that organisation in administering such an arrangement or alliance);
- d) Any service provider BSP engages to carry out or assist its functions and activities;
- e) Regulatory bodies, government agencies, law enforcement bodies and courts;
- f) Other parties BSP is authorised or required by law to disclose information to;
- g) Other financial institutions (such as banks);
- h) Mortgage insurers and any reinsurer of any such mortgage insurer;
- i) Your guarantors (and intending guarantors);
- j) Your authorised agents or your executor, administrator or your legal representative.

13. Changes to these Conditions of Use

13.1 Variation of these Conditions of Use

The table below sets out how and when BSP will notify you of changes to your account. You agree that BSP may notify you of certain changes by advertisement in major daily or national newspapers. BSP may make the following changes:

	Minimum No. of Days Notice	Method of Notice
Introduce a new fee	30 days	In writing or by press advertisements
Increase an existing fee or charge	30 days	In writing or by press advertisements
Change any other term or condition, the name of interest rates, accounts or publication	Day of change	In writing or by press advertisements

14. Privacy and confidentiality

14.1 Privacy

When you deal with BSP, BSP is likely to collect and use some of your personal information. BSP explains below when and how BSP may collect and use your personal information. References to 'BSP' in this clause mean BSP and its related bodies corporate.

14.2 Collection of your personal information by BSP

BSP may collect your personal information:

- a) To assist in providing information about a product or service;
- b) To consider your request for a product or service;
- c) To enable BSP to provide a product or service;
- d) To tell you about other products or services that may be of interest to you;
- e) To assist in arrangements with other organisations (such as subsidiary companies) in relation to the promotion and provision of a product or service;
- f) To perform other administrative and operational tasks (including risk management, systems development and testing, credit scoring, staff training, and market or customer satisfaction research);
- g) To prevent or investigate any fraud or crime (or a suspected fraud or crime); and
- h) As required by relevant laws, regulations, codes and external payment systems.

14.3 Absence of relevant personal information

If you do not provide some or all of the information requested, BSP may be unable to provide you with a product or service.

14.4 Accessing your personal information held by BSP

You may access your personal information at any time by asking to do so at any BSP branch or by calling 180 2000. BSP may charge you a reasonable fee for access. If you can show that information about you is not accurate, complete and up to date, BSP must take reasonable steps to ensure it is accurate, complete and up to date.

14.5 Collecting your sensitive information

BSP will not collect sensitive information about you, such as health information, without your consent.

14.6 Where you supply a BSP member with personal information about someone else.

If you give BSP personal information about someone else, please show them a copy of this document so that they may understand the manner in which their personal information may be used or disclosed by BSP in connection with your dealings with BSP.

14.7 Your consent to BSP's collection, use and disclosure of personal information

When you opened your account, you consented to:

- a) BSP collecting your personal information to enable it to provide the product applied for.
- b) BSP disclosing your personal information to any person who introduces you to BSP, any service provider BSP engages to carry out or assist its functions and activities any third party providing you with a product or service in relation to your account.

Credit reporting agencies, any credit provider to help you avoid a default on your obligations, or to inform them of your default to participants in the payments system (including financial institutions, merchants and payments organisations) other persons BSP is authorised or required by law to disclose information to (and other persons where you have consented to the disclosure).

14.8 Your consent in relation to promotion of other products or services

Unless you have told BSP otherwise, when you opened your account you also consented to BSP using your personal information to promote its products or those of its related companies and disclosing your personal information to its related companies or to enable them or BSP to market their products or services. Where you do not want BSP to tell you about its products or services or those of its related companies, you may withdraw your consent by calling 180 2000 at any time. Your consent to the use and disclosure of your personal information applies to any personal information collected by BSP in the course of your relationship with BSP.

15. General matters

15.1 Card reissue and replacement

At any time, BSP may issue a new card to you, provided the account holder has not previously requested BSP to revoke this authority. If your card becomes faulty or damaged, the account holder may order a replacement card at any BSP branch or by telephoning the numbers listed at the back of this booklet. All such cards are subject to this Conditions of Use. BSP reserves the right not to reissue a card to you.

15.2 Dormant accounts

If the account is a Dormant account and has a credit balance, BSP may, if it does not close the account in accordance with these terms and conditions, hold the credit balance for you until such time as the account holder claims those funds or BSP is required to remit those funds as unclaimed money in accordance with the law, whichever occurs first.

15.3 Disruption to service

Please allow sufficient time when making transactions especially overseas. You should bear in mind that occasionally a banking service may be disrupted. A 'disruption' is where a service is temporarily unavailable due to communication problems to PNG or where a system or equipment fails to function in a normal or satisfactory manner. You can retry use of the card after thirty (30) minutes. BSP will correct any incorrect entry, which is made in your account as a result of a disruption and will adjust any fees or charges which have been applied as a result of that incorrect entry. To the maximum extent permitted by law, BSP will not be liable for any loss or damage, including consequential loss or damage, suffered because of a disruption. This disclaimer of liability does not apply to electronic banking transactions (see BSP Electronic Banking Terms & Conditions about the conditions which apply to those transactions). This disclaimer is in addition to, and does not restrict, any other provisions contained in these terms and conditions which limit BSP's liability.

15.4 Change of name or address

- a) You must notify BSP of any change of name or address (or both) as soon as possible, by:
 - i) Mailing details of the changes to the address listed at the back of this booklet;
 - ii) Attending any BSP branch and providing details of the BSP Visa Debit account and the changed details; or
 - iii) Advising the call centre by phone on the number listed at the bat of this booklet of the details of the change (change of address only).
- b) BSP will not be responsible for any errors or losses associated with any change of name or address (or both) where BSP has not received prior notice.

15.5 BSP's right to combine accounts

BSP can combine the balances of two or more of the account holder's accounts, even if the accounts are held at different branches or in joint names. This may happen when one of the account holder's accounts is overdrawn or is in debit and another is in credit. This means, for example, that the credit balance in one account can be used to repay the debit balance in another account. BSP will promptly inform the account holder if it has combined any of the account holder's accounts. BSP does not need to give notice in advance. The account holder should not treat his or her accounts as combined unless BSP has agreed to such an arrangement.

15.6 Force majeure

To the extent permitted by law, BSP will not be liable to you for any loss or damage (whether direct or consequential), nor be in default under this Conditions of Use, for failure to observe or perform any of its obligations under the Conditions of Use for any reason or cause which could not, with reasonable diligence, be controlled or prevented by BSP, including acts of God, acts of nature, acts of government or their agencies, strikes or other industrial action, fire, flood, storm, riots, power shortages or failures, sudden and unexpected system failure or disruption by war or sabotage.

15.7 Notice

- a) BSP can deliver a notice to you personally, in which case the date of delivery is the date on which you receive the notice.
- b) If BSP mails a notice to you, notice is taken to have been given on the day it would have been delivered in the ordinary course of post, if BSP mailed it to your last known address recorded at BSP in respect of this account.
- c) Where permitted to do so by law, BSP may provide you with a notice, other documents or information.
- d) Electronically to your email address, or other electronic mail address, last known to BSP; or
- e) To any person nominated by you to receive such notices, documents or information.

15.8 Waiver

Waiver by BSP of any rights arising from a breach of the terms of the Conditions of Use or of any rights or powers arising under the Conditions of Use must be in writing signed by BSP. A failure or delay by BSP in exercise, or partial exercise, of a right or power under the Conditions of Use does not result in a waiver of that right or power. You may not rely on any conduct, representation or statement by BSP or its employees as a defense to the exercise of a right or power conferred on BSP by the Conditions of Use. This provision may not itself be waived except by BSP in writing.

PLEASE NOTE: Electronic Banking Terms & Conditions apply. A copy can be obtained from any branch of BSP in Papua New Guinea or you can log on to BSP website www.bsp.com.pg

BSP Visa Debit Card Conditions of Use
Bank of South Pacific Limited
September 2008