

voucher or cash advance voucher issued by a Cardholder.

4. HERITAGE BANK is authorized to debit the Credit Card Account with all charges pertaining to the acquisition of the Credit Card, and/or its renewal and/or its replacement in the event of loss/theft/damage.

5. Whenever the Credit Card is used to make purchases or obtain services the Cardholder shall sign a Sale Voucher or Cash Advance Voucher, but if this is not done, the Cardholder will nevertheless remain liable to pay HERITAGE BANK all amounts debited to the Credit Card Account.

6. Whenever the Credit Card is used in conjunction with an automatic teller machine it must be used only in accordance with the Cardholder Agreement in force for the time being. In particular cash withdrawals must not exceed the permitted limit as notified by HERITAGE BANK to the Cardholder from time to time.

7. If a Merchant issues a refund voucher in respect of a Credit Card Transaction, HERITAGE BANK will credit to the Credit Card Account the amount shown to be due when it receives the refund voucher from the Merchant. Unless a refund voucher is issued and sent to HERITAGE BANK then (subject to any rights vested in the Principal Cardholder by statute) the amount will be payable in full to HERITAGE BANK and no claim by a Cardholder against the Merchant may be the subject of set-off or counter claim against HERITAGE BANK.

8. HERITAGE BANK will not be liable in any way if the Credit Card is not honored by a third party or for any retention of a Credit Card by HERITAGE BANK, any other financial institution, or any seller of goods or services.

9. No Credit Card may be used after its expiry date.

10. In the case of a joint account, the liability of the account holders shall be joint and several.

11. The Credit Card remain the property of HERITAGE BANK at all times and must be returned by the Cardholder to HERITAGE BANK or any other person acting for HERITAGE BANK, at the request of HERITAGE BANK.

12. HERITAGE BANK may at any time and without notice, cancel or suspend the right to use the Credit Card entirely or in respect of specific facilities or refuse to re-issue, renew or replace any Credit Card, without in any case affecting the Cardholder's obligations to HERITAGE BANK which shall continue in force.

13. The Cardholder will exercise all possible care to ensure the safety of the Credit Card and will prevent the PIN from becoming known to any person. The Cardholder will not disclose the Credit Card number to any third party except for the purpose of a Credit Card Transaction or when reporting the actual loss or theft of or damage to the Credit Card.

14. If the Credit Card is lost, stolen, or, for any other reason liable to misuse or if the PIN is disclosed in breach of the terms of this Cardholder Agreement, the Cardholder must immediately notify HERITAGE BANK. The Cardholder will be liable for any Credit Card Transactions resulting from the loss or theft of the Credit Card that is incurred before the time the Cardholder reported the loss or theft through any one or more transactions on the account in which only the Credit Card or account number or PIN has been used together to complete those transactions.

15. The Cardholder will give to HERITAGE BANK all the information in the Cardholder's possession as to the circumstances of the loss, theft or misuse of the Credit Card or disclosure of the PIN and take all steps deemed necessary by HERITAGE BANK to assist in the recovery of a missing Credit Card. In the event of any such loss, theft or misuse being suspected, HERITAGE BANK may provide the Police or other pertinent authority with any information it considers relevant whether relative to the Credit Card Account or otherwise. If a Credit Card is reported as lost, stolen or liable to misuse, that Credit Card must not subsequently be used but must be cut in half and returned immediately to HERITAGE BANK.

16. HERITAGE BANK shall not be liable if it is unable to perform its obligations due directly to indirectly to the failure of any machine, data processing system or transmission link or to industrial dispute or to any cause outside the control of HERITAGE BANK, its agents, processor or sub-contractors.

17. Any notice to the Principal Cardholder shall be sent by prepaid post to the address given in the credit card application or the address subsequently notified to HERITAGE BANK in writing and shall be deemed to have been delivered after the date of posting.

18. The Credit Card Limit together with all charges made against the Credit Card Account as provided in this Agreement must not be exceeded at any time without HERITAGE BANK'S prior approval. In the event that the established Credit Card Limit is exceeded, HERITAGE BANK reserves the right to make a final decision on what fee will be charged.

19. HERITAGE BANK may vary the Credit Card Limit at any time and from time to time.

20. The Cardholder may at any time pay the entire amount outstanding on the Credit Card Account. In any event, however, the Minimum Payment due must be paid by its Due date.

21. A late payment fee for international customers of USD\$5 or 2% of the minimum due in respect of any Billing Period, whichever is greater; and for domestic customers of BZD\$25; will be payable if that Minimum Payment is overdue.

22. Payments made to the Credit Card Account will be applied in the following order or as required by the Laws of Belize:

- (a) interest on overdue payments;
- (b) interest on amounts due at the end of the Current Billing Period;
- (c) fees on amount on excess of the Credit Card Limit;
- (d) an annual fee and all other fees and charges accrued due under this Cardholder Agreement not otherwise specifically set out in this Clause.
- (e) overdue payments on account of principals;
- (f) amount on principal due at the end of the current Billing Period.

23. (a) In the event that the Principal Cardholder does not receive a billing statement within ten (10) calendar days after the end of the relevant Billing Period, then the Principal Cardholder must so advise the Credit Card Department immediately and arrange to have a copy of that Account Statement.

(b) any queries concerning any entry on a Billing Statement must be made in writing by the Cardholder to the Credit Card Department within thirty (30) calendar days after the end of the relevant Billing Period after which time HERITAGE BANK will not be obliged to consider any query. If there is a problem or dispute with a merchant regarding a purchase, the Cardholder must pay all Credit Card Transactions as required by this Cardholder Agreement and settle the problem or dispute directly with the merchant.

24. Payments to Credit Card Account shall be made to HERITAGE BANK.

25. Interest will be computed on Average Daily Balance during the Billing Period at a monthly periodic rate that may be changed by HERITAGE BANK at any time and from time to time in its sole discretion.

26. No interest will be payable on any amounts debited to the Credit Card Account if the outstanding balance is paid in full by the Payment Due date shown on the Principal Cardholder's current Billing Statement. In default of payment aforesaid, interest asset out above will be payable from the date of the Card Transaction until payment in full.

27. Where the Card is used to obtain Cash Advances a fee of 1.5% for international customers and 2% for domestic customers of the amount so obtained or a minimum of \$5.00 whichever shall be the greater, will be payable by the Cardholder of HERITAGE BANK. Cash Advances shall not exceed the Credit Card Cash/Payment Limit.

28. An Annual Fee in respect of the Credit Card issued to a Principal Cardholder and in respect of each additional Credit Card issued must be paid whether or not the Credit Card is used. Annual Fees are as follow:

- (a) Personal Credit Card—US\$75.00 for international customer and BZD\$100.00 for domestic customer
- (b) Corporate Credit Card—US\$150.00 for international customer and BZD\$200.00 for domestic customer
- (c) A fee of US\$25.00 in respect of each additional Card issued to a Cardholder, whether international or domestic customer.

29. A fee of US\$25.00 for international customers and BZD\$20.00 for domestic customers will be charged in respect of each new Credit Card issued because of lost/stolen/damaged Credit Cards.

30. HERITAGE BANK may in its sole discretion issue an additional Credit Card for the use of any person who is nominated in writing by the Principal Cardholder. The Principal Cardholder shall be liable for the use of the additional Credit Card as if he had used it himself and for all amounts arising from or losses incurred by HERITAGE BANK in connection with or arising from the use of the Credit Card (whether by act or omission) by the Authorized User (including any use in breach of this Credit Card Agreement which HERITAGE shall be under no duty to prevent) which may be debited to the Credit Card Account in addition to any of its other powers. HERITAGE BANK may cancel any Credit Card issued to an Authorized User at any time upon the written request of the Principal Cardholder and the return of such Credit Card HERITAGE BANK or upon the surrender to HERITAGE of such Credit Card by additional applicant.

31. Notwithstanding anything to the contrary set out elsewhere in this Cardholder Agreement HERITAGE BANK shall have the right in its sole discretion at any time and from time to time to demand immediate repayment of any money due to it by the Principal Cardholder under this Agreement.

32. HERITAGE BANK may vary this Cardholder Agreement at any time or times in its sole discretion whether or not a similar amendment is made to this Agreement with any other Principal Cardholder(s) and a variation so notified shall be binding upon the Cardholder (including for the avoidance of doubt, an Additional Applicant).

33. (a) The Principal Cardholder may terminate his Credit Card Agreement by written notice to HERITAGE BANK.

(b) HERITAGE BANK may terminate this Credit Card Agreement at any time without notice and thereupon cancel or refuse to renew the Credit Card issued to the Principal Cardholder and all Cardholders.

(c) HERITAGE BANK may also suspend the use of the Credit Card in the event of any breach of the terms of this Agreement by either the Principal Cardholder or any

Cardholder.

(d) Unless and until termination takes place as provided for in this Cardholder Agreement, HERITAGE BANK will provide a new Credit Card for each Cardholder from time to time.

(e) These rights are addition to any other rights or remedies which HERITAGE BANK may have whether to recover outstanding debts or otherwise and the Cardholder liabilities will continue until such time as all amounts of whatever nature due to HERITAGE BANK under this Cardholder Agreement (including but not limited to, interest and other charges) have been paid in full.

34. Any and all dispute between a Cardholder and a Merchant in respect of any Credit Card Transaction shall be resolved by and between the Cardholder and the Merchant. In the case of such disputes, HERITAGE BANK shall remain fully indemnified by the Cardholder in respect of any and all claims arising therefrom whether by the Merchant or any third party.

35. The Principal Cardholder shall immediately notify HERITAGE BANK at its Credit Card Department in writing of any change of name or address.

36. If any part of this Cardholder Agreement is found to be invalid, the rest remain effective.

37. This Cardholder Agreement shall be governed by and construed in accordance with the laws of Belize and the parties hereto hereby submit to the jurisdiction of the courts of Belize on any matter relating to this Agreement.

Signature \_\_\_\_\_

### Contacting Us

35 Barrack Road/ 106 Princess Margaret Drive  
P.O. Box 1867/1988, Belize City, Belize

Phone: (501) 223-6783/5698

Fax: (501) 223-0368/6785

Email: creditcard@banking.bz

### Branches

Belize City. San Pedro. Belmopan  
Independence. Dangriga. San Ignacio  
Benque. Orange Walk

### Personal Code

4 Digits ONLY

*This is NOT A PIN NUMBER.  
It is a verification system to ensure  
card enquiries are handled timely  
and appropriately.*

### For Internal Bank Use Only

Card Type (s) \_\_\_\_\_

Limit (s) Approved **BZ\$** \_\_\_\_\_ **US\$** \_\_\_\_\_

Date \_\_\_\_\_

Comments \_\_\_\_\_

Approved by \_\_\_\_\_



# CREDIT CARD APPLICATION



*The Bank that gives you*

# more

www.heritageibt.com

|                   |          |
|-------------------|----------|
| Name:             |          |
| Name of Employer  |          |
| Occupation        |          |
| Length of Service |          |
| Address           |          |
| Phone             | Cellular |
| Email Address     |          |

### BANK/CREDIT REFERENCE

|                     |      |
|---------------------|------|
| Name of Institution |      |
| Account No.         | Type |
| Name of Institution |      |
| Account No.         | Type |

### CREDIT CARDS WITH OTHER INSTITUTIONS

|       |      |
|-------|------|
| Name: |      |
| Limit | Type |
| Name  |      |
| Limit | Type |

### NAME OF CONTACT PERSON (NOT RESIDENT IN SAME HOUSEHOLD)

|                            |          |
|----------------------------|----------|
| Name                       |          |
| Address                    |          |
| Name & Address of Employer |          |
| Phone                      | Cellular |

|   |          |
|---|----------|
| Nationality   | ID/SSN   |
| Phone   | Cellular |
| Name to be printed on card  |          |
| 2. Name   |          |
| Sex <input type="checkbox"/> F <input type="checkbox"/> M Date of birth |          |
| Relationship  |          |
| Nationality   | ID/SSN   |
| Phone   | Cellular |
| Name to be printed on card  |          |

### Credit Limit Required

|      |      |
|------|------|
| BZ\$ | US\$ |
|------|------|

### Signatures

If this application is approved, please open a Credit Card Account in my name, issue a Credit Card on the account to me and all other applicants who are signing this application, and periodically renew or replace the card(s). I certify that all information I have supplied to you (Heritage Bank) in this application is true and complete. I agree to be bound by the Cardholder Agreement (as varied from time to time by you at your discretion) that you will send me at the same time you issue, renew, or replace the Card(s). If I sign, use or accept my Card, it will mean that I have received and read the Cardholder Agreement and that I have understood and agree with you with respect to everything written therein. I will be liable to you for all amounts charged to the account with, or in connection with, my Card.

If there is more than one application, we will be jointly and severally liable to you for all ~~debt~~, and all other terms that we have agreed to with you, here and in the Cardholder Agreement. The Bank reserves the right to make the final decision on what card will be issued and what credit limit will be authorized.

I authorize you to request financial information and references from any other financial institution

|                                    |      |
|------------------------------------|------|
| Signature of Applicant             | Date |
| Signature of Additional Applicants | Date |

- (c) 'Account Statement' means information detailing your card transactions and balance.
- (d) 'Average Daily Balance' means the amount obtained by adding up all the daily balance for the billing cycle and dividing by the total number of the days in the billing period.
- (e) 'Cardholder' means any person to whom or for whose use a Credit Card is issued by HERITAGE BANK and includes a person to whom a Credit Card is issued by HERITAGE BANK at the request of the Principal Cardholder under the provisions of Clause 31.
- (f) 'Cash Advance' means an advance of cash that is charged to the Credit Card Account with or in connection with the Credit Card.
- (g) 'Credit Card' means the MASTERCARD or VISA Credit Card issued by HERITAGE BANK to a Cardholder and all renewals of and replacements for that Credit Card.
- (h) 'Credit Card Account' means an account in the name of the Principal Cardholder maintained by HERITAGE BANK in relation to Credit Card Transactions, and includes a joint account applied for by more than one person.
- (i) 'Credit Card Cash Limit' means the maximum amount of Cash Advances as notified by HERITAGE BANK to the Cardholder from time to time which may be obtained.
- (j) 'Credit Card Limit' means the maximum allowable amount of credit.
- (k) 'Card Transaction' means the purchase of goods or the obtaining of cash against use of the Credit Card, the Card number or in any manner authorized by the Cardholder, debit to the Credit Card Account or the utilizing of any services made available to the Cardholder by HERITAGE BANK from time to time in respect of the Credit Card.
- (l) 'Daily Balance' means the amount obtained by taking the beginning balance of the Credit Card Account each day, and subtracting payments and credit and adding purchase and debits.
- (m) 'Due Date' means the date which HERITAGE BANK must receive a payment. The Due Date shown on an Account Statement is about 20 days after the Statement Date.
- (n) 'Interest Rate' means the monthly percentage rate of interest that is set on each Account Statement.
- (o) 'Merchant' means the Corporation, Firm, or individual who has agreed to honor the Credit Card upon presentation.
- (p) 'Minimum Payment' means the greater of US\$50 or 5% of the New Balance plus any Past Due amount shown thereof, for international customers and for domestic customers of US\$25 or 5%.
- (q) 'New Balance' means the Balance carried forward from the last statement and all purchases and debits that appear on the current Account Statement less the amount of all payments and other credits shown on the current Account Statement.
- (r) 'PIN' means the personal identification number of the Cardholder.
- (s) 'Principal Cardholder' means the individual or corporation in whose name a Credit Card Account is maintained.
- (t) 'Statement Date' means the date on which the Account Statement is prepared.
2. The Credit Card must be signed by the Cardholder immediately upon receipt and may only be used:
- By the Cardholder after it has been signed.
  - Subject to the terms of this Cardholder Agreement, which is in force at the time of use.
  - Within the Credit Card Limit of the Credit Card Account.
  - To obtain the facilities and benefits from time to time made available by HERITAGE BANK in respect to the use of the Credit Card.
  - Subject to the right of HERITAGE BANK, in its absolute discretion and without prior notice at any time to cancel, refuse or re-issue, renew or replace the Credit Card to withdraw the right to use the Credit Card for or to refuse any request for authorization of any particular Credit Card Transaction and to publish any such withdrawal or refusal.
3. HERITAGE BANK will debit the Credit Card Account with the amount of all Credit Card Transactions and any other liabilities of the Cardholder and any loss incurred by HERITAGE BANK arising from the use of the Credit Card. The Principal Cardholder will be liable to pay to HERITAGE BANK all amounts so debited whether or not a sales