

# **Bank of St Helena Tourist Card**

**Terms and Conditions** 

These Terms and Conditions are applicable to the Bank of St Helena Tourist Card Service, referred to as the Tourist Card. These Terms and Conditions cover the use of the Tourist Card by the Cardholder.

In these Terms and Conditions:

"Business" means any Business Establishment that accepts payment for purchases through an electronic point of sale terminal approved by Bank of St Helena Ltd.

"Cardholder" and "You" means the individual to whom any Tourist Card service has been issued.

**"Cashback"** means receiving cash from St Helena Pay Business and at Bank of St Helena Branches and Kiosks. This is optional and only available from select businesses.

"**Customer Service Department**" means the Bank Department which can be contacted by telephone on (+290) 22829, or email address <u>customerservices@sainthelenabank.com</u>, or in writing at the Bank's main office in Jamestown.

**"Tourist Card Portal"** means the Tourist Card account website access. This login can be used to view card transaction history, load card values and perform card management tasks (<u>https://ibanktc.sainthelenabankonline.com</u>).

**"PIN"** is the Personal Identification Number ("PIN") which consists of 6 digits and is created by the Cardholder for use with the Tourist Card. The numbers used, or any number(s) substituted by the Cardholder for that purpose, are strictly confidential to the Cardholder.

**"Security Number"** consists of 6 digits and is created by the Cardholder during registration. The Security Number will be required to verify your identity when calling the Bank's Customer Service Department.

**"The St Helena Pay Service**" means having the facility to accept Tourist Card payments for goods and services.

**"Tourist Card**" means a virtual prepaid GBP currency card issued to the Cardholder by Bank of St Helena Ltd (the Bank) which may be used to undertake on-island banking transactions by electronic means.

The Bank reserves the right to amend these Terms and Conditions at any time upon notice to the Cardholder. Cardholder use of the Tourist Card after the date upon which any change to these Terms and Conditions is to have effect, will constitute Cardholder acceptance.

The card service can be terminated by the Cardholder, through the means of a card unload and a subsequent card block, prior to the date upon which such change is to have effect.

Your rights and obligations relating to the use of this card are subject to this agreement. The Bank reserves the right to withdraw, at its discretion, the Tourist Card and/or the services offered, at any time without prior notice or reason.

#### Important Notice

In the event of loss or theft of phone, the Tourist Card Portal can be used to suspend or block the card. Alternatively, customers can also report the loss or theft of the phone by calling Customer Service Department on telephone number (+290) 22829 during normal working hours.

Any transactions on the card will be recorded and settled against the local currency, St Helena Pounds (SHP) which is on parity with Great British Pound Sterling (GBP).

## 1. Tourist Card

The Tourist Card is a virtual prepaid GBP currency card, downloaded to the customer's mobile device, accessible via the Bank of St Helena Tourist Card App in the form of a QR code that is scanned for card payments at the local merchant outlets. Customers will be given instructions on how to download the App and register to their account. The QR code needed for the local payments will be available as an image through the App on a mobile device and can be accessed offline. The money held in your Tourist Card Account is denominated in Pounds Sterling.

## 2. Registering, Receiving and Activating your Card

Your Tourist Card will be issued on the basis of the information and documentation that you have provided to the Bank. You agree to provide accurate personal information and to inform the Bank of any changes as soon as possible so that our records remain correct. You should update any changes to your personal data by using your Tourist Card Portal, or by calling the Customer Service Department (+290 22829).

Each Tourist Card user will be issued no more than one Tourist Cardholder Account. Card limits and fees are detailed in Section 6.

You will be prompted to activate your card during your tourist card account registration. Do not share your account access passcodes with anyone except an authorised person. If you disclose access passcodes, you are responsible and liable for their access, use or misuse of the Account, and their breach of the terms of this Agreement.

Tourist Cards are virtual, and upon completion of account and card registration, your Tourist Card is downloadable to your smartphone or other device via the Tourist Card App. The App is available for download via your relevant smart phone App Store.

Once your card is activated you may use your Tourist Card to access the money held for the purpose of making transactions. You will need a PIN to authorise purchases or cashback. You must do all that you reasonably can to keep the Card and your PIN and other security details secret and safe from theft or use by any third party at all times. You should never reveal your PIN to anyone. The Bank will never ask for your PIN.

If you believe that someone else knows your Account or Card security details, you should either reset your PIN using the Tourist Card App or contact the Bank immediately (+290 22829). Your card will be disabled if an incorrect PIN is entered unsuccessfully three times. If your card becomes blocked due to a PIN entry exceed, please contact Customer Service Department to reactivate your card and reset the PIN if needed.

## 3. Management and Monitoring

The Tourist Card App can be downloaded from Google Play Store and Apple Store. A link to the Tourist Card Portal can be found on the Bank's official website.

Tourist Card App will be available to the Cardholder for transaction monitoring and card management, this will include:

- View transaction information/statistics
- Balance enquiries
- Card suspension
- Card blocks
- Request for new cards
- PIN/password management

#### 4. Using your Card

The Tourist Card is a virtual prepaid GBP currency card which means the available balance on the card will be reduced by the full amount of each transaction including any applicable charge. Your card cannot be used to make payment when a transaction amount exceeds the available balance. The available balance in your Account will not earn any interest.

You can check your balance and transaction history for free by visiting your Tourist Card Portal or by using the Tourist Card App on a smartphone or other device.

The Bank recommends you check the details of your transactions regularly. If your Transaction history includes any item which seems to be wrong, please notify the Bank as soon as possible.

## 5. Loading/Unloading of the Tourist Card

All loadings to the Tourist Card must be made in Pounds Sterling only, this also applied to unloading the Tourist Card using the Tourist Card Portal.

#### 5.1. Loading funds on to the Tourist Card:

Customers may load funds on to their card using an international Debit Card and / or Credit Card via the Tourist Card Portal (Bank of St Helena will not apply any fees).

#### 5.2. Unloading Funds from the Tourist Card:

Customers may redeem cash off their Tourist Card before leaving St Helena which will be given in Great British Pound at the Bank, or other foreign currencies such as Euros, Dollars or South African Rand and will incur the prevailing cash advanced commission fees applicable. It is important to note the Bank will only issue Great British Pound and other foreign currency in notes, coins will not be issued.

#### 6. Fees and Account Limits

Customers may be charged by their personal international bank when loading funds. Tourist Card usage from participating St Helena Pay businesses will not incur a fee.

The Account is subject to certain fees and limits as follows:

- Withdrawal requests with Bank of St Helena Teller Services will incur a 3% charge on amounts withdrawn at a minimum fee of £1. This fee will be deducted from the amount requested.
- The maximum load that can be loaded onto the card using an international Debit or Credit Card will be £5000 per load per day.

The Bank reserves the right to suspend or terminate or otherwise restrict the right to load funds to your Account where we reasonably consider it necessary to protect the security of your Account, or we suspect that there may be unauthorised or fraudulent use of the Account. The Bank will notify you of suspension or termination unless we are prohibited to do so by law. If the Bank learn that the Card or Account has been fraudulently acquired or used, we reserve the right to share all information with relevant parties and authorities.

## 7. Inactive Accounts

Any account that is inactive for more than three months will fall into dormancy status. Any monies remaining in these accounts will become unredeemable after a three-month period from the last transaction made. No reminders will be given.

## 8. Use of Tourist Card

The Tourist Card will be accepted only at those Business Establishments offering the St Helena Pay Service. Any usage of the Tourist Card for purchases in outlets other than those offering the St Helena Pay Service will be deemed unauthorised and the Cardholder shall be responsible for such transactions.

The Cardholder authorises the Bank to debit or credit their Tourist Card with all transactions made using the Card. Transactions carried out using the Tourist Card will normally be debited from the Cardholder's card in real time. The Cardholder shall not be entitled to overdraw on the Tourist Card. If there are insufficient funds on the card to cover the payment amount, the transaction will be declined. Declined transactions will be for the Business and the Cardholder to address.

The Cardholder can use the cashback services using the Tourist Card at those Business Establishments who have opted to provide this facility. Individual Business Establishment limits for the provision of cashback will apply.

The Cardholder will be responsible for all transactions effected by the use of their Tourist Card, whether authorised by the Cardholder or not.

When the Cardholder reports an invalid or unauthorised transaction, the Bank will, as far as practical, investigate any fraudulent card activity, and where necessary, use the appropriate local authorities to do so.

#### 9. Security

The Personal Identification Number ("PIN") will be created by the Cardholder for use with the Tourist Card and the numbers used, or any number(s) substituted by the Cardholder for that purpose, are strictly confidential to you. A PIN should not be disclosed to any third party under any circumstances. The Cardholder must keep any card PIN confidential. The Cardholder should not keep any written record of any PIN in any place or manner which enables a third party to use the card. The

Cardholder must notify the Bank immediately if they believe their PIN has been obtained or changed without their consent.

If a Cardholder forgets their PIN, they can use the Tourist Card Portal to reset their pin or can contact the Customer Service Department at the Bank on (+290) 22829 during normal working hours for PIN reset.

## 10. Disputed Transactions

If the Cardholder believes that any transaction(s) were not authorised by them or have been debited from their card in error, the Cardholder should first contact the Business.

If the Cardholder cannot resolve the disputed transaction with the Business, the Bank will take reasonable steps to investigate. However, it is not guaranteed that the Bank will be able to resolve the dispute. If fraudulent activity is suspected, where necessary the use of the appropriate Local Authorities will be engaged by the Bank.

If during its investigations of a disputed transaction the Bank subsequently discovers or suspects that the Cardholder has acted fraudulently or with gross negligence, the Cardholder will be expected to pay an investigation fee prior to undertaking the investigation and may cancel, suspend or withdraw the Tourist Card. The 'Card Dispute Investigation' fee will be paid using either cash or Tourist Card at the Main Branch in Jamestown (see our 'Rates, Fees and Charges' for fee amount).

If, following a good faith investigation by the Bank, the investigation results in the Bank concluding the transaction was authorised or no error has been made, the Bank's conclusion shall be final and binding on the Cardholder.

## **11.** Cancellation of the Tourist Card

The Bank may cancel, restrict, suspend or withdraw the use of the Tourist Card immediately if the Bank suspects any crime, fraud or misuse in relation to the card

## 12. Lost, Stolen Cards, or Suspected Fraudulent Activity

In the event of lost, theft, fraud or any other risk of unauthorised use of your Card, you must contact the Customer Service Department immediately (+290 22829) or alternatively use your Tourist Card Portal to action a card block. If calling the Customer Service Department, you will be asked to provide identifying details and your Card Security Number set during account registration.

## 13. Liability

The Bank's liability to the Cardholder is as follows:

- a) The Bank shall not be liable to the Cardholder for any loss or damage (other than that which cannot be excluded by law) the Cardholder may suffer as a result of the Cardholder's use or inability to use the Tourist Card, or any loss or damage the Cardholder may suffer as a result of a third party using the Tourist Card.
- b) The Bank shall not be liable to the Cardholder in any circumstances for any loss or damage (other than that which cannot be excluded by law) that does not arise directly from the matters for which

the Bank is responsible; or which are beyond its reasonable control; or which the Bank could not reasonably foresee.

- c) The Bank cannot guarantee that a Business Establishment will accept the Tourist Card or that the Bank will authorise any particular transaction. The Bank shall not be liable for any loss or damage the Cardholder may suffer in the event that:
  - a Business Establishment refuses to accept the Tourist Card (in whole or part),
  - the Bank cancels or suspends the Tourist Card,
  - the non-available liability of the Tourist Card,
  - the Bank does not authorise a transaction; or
  - there is any technical or machine failure.
- d) Unless otherwise agreed by the Bank in advance, any liability the Bank may have to the Cardholder will be limited to the actual amount of any loss or damage the Cardholder may incur or suffer.

#### The Cardholders Liability to the Bank is as follows:

- a) The Cardholder will be liable to the Bank for (and agrees to indemnify the Bank against) all actions, claims, costs, damages, demands, expenses, liabilities, losses and proceedings the Bank directly or indirectly incurs, or which are brought against the Bank if the Cardholder has acted fraudulently, has been negligent, has misused their Tourist Card or PIN, or has breached these Terms and Conditions, including the costs of any legal action taken to enforce these Terms and Conditions.
- b) The Bank shall not be bound to recognise the interest or claim of any person other than the Cardholder in respect of the available balance on the Tourist Card, nor shall the Bank be liable in any way for failing to recognise such an interest or claim (except as required by law).
- c) No claim by the Cardholder against a third party may be the subject of a defence or counterclaim against the Bank.

The Cardholder will be liable for any losses incurred in respect of unauthorised payment transactions arising from the use of a lost or stolen Tourist Card; or where the Cardholder has failed to keep any personalised security features of the Tourist Card (such as the PIN) safe. The Cardholder will be liable for all losses incurred in respect of any unauthorised transactions on the Tourist Card where the Cardholder has acted fraudulently, or where the Cardholder has, with intent or gross negligence, failed to comply with these Terms and Conditions.

Except where the Cardholder has acted fraudulently, the Cardholder is not liable for any losses incurred in respect of any unauthorised transactions on the Tourist Card after the Cardholder has informed the Bank of the loss or theft of the card or that someone else knows the PIN.

#### 14. Changes to These Terms and Conditions

These Terms and Conditions may be amended at any time if and when it is deemed necessary or appropriate for the Bank to do so. Notice will be deemed to have been served by the Bank posting a notification in its offices and on its website, <u>www.sainthelenabank.com</u>.