



CORPORATE VISA CARD

Terms and Conditions



CONTENTS

1	INTRODUCTION	3
1.1	Application of these Terms and Conditions	3
1.2	Agreement to these Terms and Conditions	3
1.3	Property in the Card	3
2	DEFINITIONS	3
2.1	Interpretation	3
2.2	Defined Terms	3
3	USING THE CARD	5
3.1	How to use the Card	5
3.2	Daily limits on withdrawals and purchases	6
3.3	Overseas Usage	6
3.4	Using the Card at Merchants	7
3.5	Using the Card on ATMs in PNG	7
3.6	Using the Card at ATMs outside PNG	7
4	CARD AND PIN	7
4.1	General Information	7
4.2	Card Security	8
4.3	PIN Security	8
4.4	Report a Security Issue	8
4.5	Card cancellation	8
4.6	Replacement Card	9
5	FEES AND CHARGES	9
6	TRANSACTIONS	9
6.1	Authorised Transactions	9
6.2	Mismatched authorisations	9
6.3	Delayed authorisations	10
6.4	Recurring Transactions	10
6.5	Reversing a Transaction	10
6.6	Liability for Unauthorised Transactions	10
6.7	Pooling	11
7	STATEMENT OF ACCOUNT	11
8	PROVISION OF CREDIT	11
9	CARD CANCELLATION	11
9.1	Cancellation by us	11
9.2	Cancellation by Cardholder or Account Holder	12
10	CHANGES TO THESE TERMS AND CONDITIONS	12
11	DISCLOSURE OF YOUR PERSONAL INFORMATION	12

1 INTRODUCTION

1.1 Application of these Terms and Conditions

These Terms and Conditions govern the operation and use of the Corporate VISA Card (“**Card**”). It is important that you and your Cardholders read and understand these Terms and Conditions before using the Card.

If there is any aspect of these Terms and Conditions you or your Cardholders do not understand or are unsure about, contact your Relationship Manager, or BSP Customer Contact Centre on 320 1212/ 7030 1212 (local) or +675 305 7900 (international).

1.2 Agreement to these Terms and Conditions

By signing the reverse signature panel of a Card or activating a Card, you and each Cardholder will be deemed to have read, understood and agreed to be bound by these Terms and Conditions.

If you or the cardholder do not agree with these terms and conditions, the cardholder should not sign on the reverse signature panel of the card or activate the card and the card must be returned to us.

1.3 Property in the Card

Each Card we issue to a Cardholder remains our property at all times. A Cardholder is required to return the Card to us:

- (a) at our request;
- (b) when a Card is cancelled;
- (c) when a Cardholder Account is closed;
- (d) when the Facility is terminated.

2 DEFINITIONS

2.1 Interpretation

Headings are used for convenience and ease of reference only and are not to be considered in the interpretation or construction of any provision of these Terms and Conditions.

2.2 Defined Terms

The following words and expressions have the following meaning in the document unless otherwise stated:

‘3D Secure’ is a security protocol that provides added protection to merchants and cardholders for payments done over the internet using their card details. The cardholder is authenticated during payment processing by entering a One Time Password that is sent to their registered mobile phone on the webpage to complete payment.

‘Account Holder’ means the entity that has entered into the Corporate VISA Card facility with us.

‘ATM’ means Automatic Teller Machine.

‘Business Day’ means any day on which BSP is open for business but excludes a day which is gazetted as a public holiday. Saturday and Sunday are not considered business days although branches may be open for business.

‘Card’ refers to the Corporate Visa Card issued by us to a Cardholder nominated by you.

‘Cardholder’ means a person to whom BSP has issued a Card, at the request of the Account Holder.

‘Cardholder Account’ means the account on which a Card is made available to a Cardholder and against which all card transactions are recorded for that Card.

'Card Details' refers to the information embossed on the Card including the Business name, Cardholder name, the Card number, Card expiry date and Card Verification Value (CVV).

'Card Verification Value (CVV)' means the three (3) digit number located on the reverse side of the Card and to the right of the signature panel.

'Contactless transaction' means a transaction made by tapping the Card (which is capable of making a contactless transaction) in front of a contactless terminal to approve the transaction and without having to insert or swipe the Card in or through the terminal.

'Contactless terminal' means an electronic banking terminal which can be used to make a contactless transaction.

'Corporate VISA Account' means an account designated to the Account Holder for the purpose of pooling of transactions performed by two or more Cardholders

'EFTPoS' means Electronic Funds Transfer at Point of Sale.

'EMV' means Europay, MasterCard and Visa, It is a global standard for cards equipped with computer chips and the technology used to authenticate EMV chip card transactions. The EMV chip provides added security that better protects the card against counterfeit card fraud.

'Electronic Banking Terminal' means any authorised terminal or device through which you can use your Card and includes:

- BSP branch terminals;
- BSP ATMs;
- ATMs of other financial institutions within PNG and Internationally bearing the Visa or PLUS logo;
- Any EFTPoS merchant terminals within PNG and Internationally bearing the Visa or PLUS logo;
- any other authorised terminal, device or service connected to BSP's electronic banking system from time to time.

'Facility' means the Corporate Visa Card facility provided by BSP to the Account Holder.

'FATCA' means Foreign Account Tax Compliance Act.

'Merchant' means a provider of goods or services who accepts payment by card or card details through the use of Electronic Equipment.

'Miscellaneous Requirement' means business related expenses including travel, accommodation, meals, hire cars, taxis, Uber and company registration payments with Regulators, software/licensing payments and office stationeries.

'One Time Password' or **'OTP'** means a numerical code that is sent to the cardholder's registered mobile phone by the 3D Secure protocol when the cardholder is performing a payment over the internet. The cardholder enters the One Time Password on the webpage to complete payment.

'PIN' means a Personal Identification Number being a numeric code which is issued by us or selected by the cardholder for use with the card through certain electronic equipment.

'PNG' means the Independent State of Papua New Guinea.

'Third Party' means anyone who is not the Cardholder or Account holder.

'Unauthorised Transaction' means any Transaction made without your knowledge, consent or authority.

'Visa' means Visa Worldwide Pty Limited

'Visa Alerts' means a service offered by BSP and powered by VISA which allows our VISA cardholders to received alerts via SMS text or Email for certain transactions performed using their Card.

'We' or **'us'** or **'our'** or **'the Bank'** or **'BSP'** means Bank of South Pacific Limited including its employees, agents, its successors, and assigns.

'You' or **'your'** refers to the Account Holder.

3 USING THE CARD

3.1 How to use the Card

The Corporate Visa Card can be used at ATMs and Merchants throughout PNG and overseas wherever the Visa and PLUS logo is displayed.

The Card details can also be used on the internet or over the phone to purchase miscellaneous requirements which include travel and accommodation."

When a Card is used to make a transaction at an electronic banking terminal, the Cardholder authorises us to act on the instructions entered into the terminal.

When making a purchase at an electronic banking terminal the Cardholder should ensure that the transaction amount is correct before entering their PIN; signing; or consenting to authorise the transaction.

The table below shows how the Cardholder can use the Card:

PURCHASE GOODS OR SERVICES	
At BSP merchants in PNG	By either inserting or tapping the Card at the EFTPoS device and entering your PIN.
At non BSP merchants in PNG and overseas	By either inserting or swiping the Card at the EFTPoS device and entering your PIN or signing the transaction slip (where applicable). You may also tap your Card if the device supports contactless payments.
Over the phone	By quoting the card number, customer name, Card expiry date and if required the Card 3 digit security code.
Over the internet	By entering the Card number, customer name, Card expiry date and if required the Card 3 digit security code. If the merchant website you are using participates in 3D Secure you will need to enter a One Time Password to complete the transaction.
WITHDRAW CASH	
Using ATMs in PNG	By selecting the cheque button and entering your PIN.
Using ATMs overseas	By selecting either the credit or cheque button (depending on the ATM) and entering your PIN.

The Cardholder must not use the Card for any unlawful purpose, including the purchase of goods and/ or services prohibited by the laws of the country the Cardholder is in. The Card must be used wholly and exclusively in accordance with these Terms and Conditions and any other of our terms and conditions applicable to this Facility or the transactions conducted under it.

3.2 Daily limits on withdrawals and purchases

The Account Holder determines daily spend limits for each Cardholder on ATM withdrawals and EFTPoS purchases done using the Card. The daily spend limit for each Card is subject to our approval and we may change it for a particular Card at any time.

Some Merchants may impose cash withdrawal limits on EFTPoS Transactions. We do not have any control over these imposed limitations and we are not responsible for any loss, damage or cost you or your Cardholders may incur as a result of these limitations.

3.3 Overseas Usage

(i) Usage

Your Card should only be used for miscellaneous requirements which include travel and accommodation. It is not meant to be used for business import, service payment, capital repatriation or other similar type business or personal obligation.

(ii) Regulatory requirements

Use of the Card to pay for goods and services outside of PNG is considered an overseas remittance.

Under the Bank of Papua New Guinea Exchange Control Regulations, the PNG Central Bank Act 2000, and the PNG Income Tax Act 1959 (as amended from time to time), there are Balance of Payment reporting requirements which must be satisfied.

Business entities (and individuals) are prohibited from remitting overseas more than K500,000 per calendar year (or such other lesser limit as may be imposed by law) for non-import payments without a Tax Clearance Certificate.

As such we are obligated to; monitor Card usage, make enquiries into remittance activities, request supporting documentation, and ensure the timely completion and lodgement of prescribed forms.

Failure to comply with the above could result in your card services being suspended or withdrawn.

Please contact your Relationship Manager should you have any questions in this regard.

(iii) Currency Conversion and Transaction Fees

Transaction fees and currency conversion fees apply to your account for transactions made overseas. If the amount of the transaction is more than your available balance, the Transaction may be rejected and no fees will be charged.

(iv) Surcharge

Some overseas ATM's may impose a surcharge when you use their ATM to make a cash withdrawal. If the Cardholder chooses the option to accept the fee then the transaction will be processed and the fee will be charged. If the Cardholder chooses not to accept the fee then the transaction will be cancelled. Surcharges will not appear as a separate item on your Account statement, but will be included in the total transaction amount shown.

(v) Exchange Rates and Conversions

Visa will convert all transactions into PNG Kina currency in accordance with its rules. The conversion rate used is a wholesale market rate. 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 authorisation and the date that the Transaction clears.

(vi) Refunds

In most cases, the conversion rate applied to refunds of a Transaction will be different to the conversion rate applied to the original Transaction. This may cause a difference from the amount that was originally authorised.

3.4 Using the Card at Merchants

The Card will normally be accepted for the purchase of goods and services at any Merchant displaying the Visa or PLUS logo.

Depending on the Merchant and Card limits, a Cardholder may also be able to withdraw cash in addition to the purchase.

The fact that the Visa or PLUS logo is displayed by any Merchant is not a guarantee that all goods and services available at the Merchant can be obtained using the Card.

Unless otherwise required by law, we do not accept any liability:

- (a) If any Merchant displaying the Visa or PLUS logo refuses to accept the Card; or
- (b) for goods and/or services purchased using the Card.

Any complaints about goods or services purchased using the Card must be resolved directly with the Merchant concerned.

3.5 Using the Card on ATMs in PNG

We may allow the Cardholder to access cash through ATMs based on the appropriate limits you choose when applying for the Card.

The Card may be accepted at any ATM displaying the Visa or PLUS logo. Depending on ATM functionality, the Cardholder may be able to use the Card to obtain a transaction history, withdraw cash or make a balance enquiry.

ATMs may have different transaction limits to the Card limits.

3.6 Using the Card at ATMs outside PNG

Visa is accepted at over 200 countries and territories around the world. Cardholders can access cash by using an ATM that carry the Visa or PLUS logos.

To access cash at overseas ATMs, select the 'credit' option (when the option is available). At some overseas ATMs (not in Europe) a Cardholder can also use the Card to access funds by selecting 'cheque' (when the option is available).

4 CARD & PIN

4.1 General Information

Cards will be issued up to 10 business days after an application for the Facility is processed. After a Card is issued it becomes valid only if it has been signed by the Cardholder on the reverse signature panel and is activated and used before the expiry date shown on the face of the Card.

It is the responsibility of the Cardholder to register for complimentary services such as 3D Secure and/or Visa Alerts that aide the detection of unauthorised Card use. These services can only be accessed by the Cardholder through BSP Personal Internet Banking.

Any Card that is no longer valid must immediately be destroyed by cutting it into several pieces through the chip and magnetic strip on the back of the Card and disposing of it securely.

A Cardholder's PIN may be a four digit number allocated to them by us. A Cardholder has the option of changing their PIN to one of their own choice at any time using a BSP ATM that provides the PIN change option.

A PIN is effectively an electronic signature that cannot be forged and therefore is much more secure than a written signature.

We may issue a new Card at any time. We also reserve the right not to re-issue or replace a Card.

4.2 Card Security

To maintain security of the Card, a Cardholder must:

- (a) immediately sign on the signature panel on the back of the Card upon receipt;
- (b) when not used, keep the Card in a safe place;
- (c) use the Card only within its validity period; and
- (d) not give possession of the Card to anyone, including a friend or family member.

4.3 PIN Security

To maintain security of the PIN, a Cardholder must:

- (a) try to memorise the PIN and destroy any written record of the PIN;
- (b) not disclose the PIN to anyone, including a friend or family member;
- (c) ensure no one is watching when the PIN is being entered into an Electronic Banking Terminal; and
- (d) not record or keep a record of the PIN on, near, or with the Card.

4.4 Report a Security Issue

The Cardholder must immediately notify us using the prescribed form if:

- (a) the Card and/ or a record of the PIN is lost, stolen or compromised;
- (b) there is an Unauthorised Transaction appearing on the Cardholder Account;
- (c) the Card has or may have been used without the Cardholder's knowledge, consent or authority;
- (d) the Card is not issued with a PIN;
- (e) the Card and/or PIN is not working.

The Cardholder must report any Card and PIN Security issue to:

- (a) your BSP Relationship Manager;
- (b) any of our customer service officers at our branches;
- (c) BSP Client Service Centre using contact details at the end of this document;
- (d) any bank or financial institution displaying the Visa symbol.

Upon notification, we will cancel the Card.

4.5 Card Cancellation

We may cancel any Card at any time with or without notice to you if we believe that continued use of the Card may cause a loss to either the Account Holder or us.

Once a Cardholder is notified of the cancellation, a Cardholder must not use the Card. The Cardholder must destroy the Card by immediately cutting it into several pieces through the chip and magnetic strip on the back of the Card and disposing of it securely.

The Account Holder or any Cardholder may contact us to cancel their Card at any time by completing the prescribed form and/or contacting our Call Centre using contact details at the end of this document. We will also cancel a Card if the Account Holder closes the Account Holder's accounts or closes a particular Cardholder Account.

4.6 Replacement Card

We will issue the Cardholder with a new Card and PIN where you or the Cardholder have submitted the prescribed form requesting a replacement Card.

5 FEES AND CHARGES

We reserve the right to impose fees and charges for the provision and operation of the Card. Information about our fees is available on our website, www.bsp.com.pg.

We may waive fees under certain conditions. If we do waive a fee or stop collection of a fee to which we are entitled, we have not waived our right to collect that fee at a future time.

6 TRANSACTIONS

6.1 Authorised Transactions

The Account Holder must ensure each Cardholder Account has sufficient funds or credit limits in place to cover transactions performed using the Card. All transactions will need to be authorised by us before they can proceed.

For example, if a Cardholder uses their Card to purchase goods or services, prior to any transaction being completed, the merchant involved in the transaction may obtain an authorisation for the transaction.

The purpose of this authorisation is to confirm that there are sufficient funds available for the transaction. This authorisation may be completed at a later time such as for hotel accommodation and car hire.

We reserve the right to refuse a transaction done using the Card if there are insufficient funds in the Cardholder Account to cover the transaction.

The Cardholder agrees that we can debit the Cardholder Account for all transactions done using the Card.

The Cardholder can authorise transactions by:

- (a) using the Card alone or together with the PIN; or
- (b) presenting the Card to a Merchant and signing a voucher or other documentation acceptable to us authorising the Transaction; or
- (c) providing the Card Details to a Merchant to whom payment is to be made; or
- (d) performing Touch & Go transactions below K50.00.

When the Cardholder authorises a Transaction, the Cardholder confirms the validity of the Transaction.

6.2 Mismatched Authorisations

Some merchants may request confirmation that there is sufficient funds in the account to meet the anticipated cost of goods and services they will supply (this is a common practice in hotels and car rental companies).

We treat this request as a 'request for authorisation'. Once the authorisation is made, the available funds are reduced by up to the amount anticipated by the merchant. This means the current balance may not indicate the correct amount until the authorisation is cleared and the Account Holder may find they have reduced funds in the account.

When the goods and services have been supplied the merchant may request a subsequent authorisation for the actual costs. This may have the effect of reducing the available balance further by the sum of two authorisation amounts.

6.3 Delayed Authorisations

Transactions performed using the Card may take a number of days to be processed and charged to the Cardholder account. If we gave an authorisation for the purchase or payment, the current balance may be greater than the available balance. Please consider this whenever reconciling the account statement and note we will only approve transactions against your available balance.

If there is a delay in processing of authorised purchases or payments to a closed Cardholder Account we will regard this as a debit due and payable by you to us

6.4 Recurring Transactions

The Cardholder may at any time authorise a Merchant to process recurring transactions on the Cardholder Account by providing the Card Details. We are not able to cancel a recurring transaction the Cardholder sets up with a Merchant unless the Cardholder cancels the authority with the Merchant and the Merchant agrees to the cancellation.

To cancel such an authority, the Cardholder must notify the Merchant in writing at least 15 days before the next Transaction is due to be processed. If the Merchant does not comply with the Cardholder's request to cancel the authority, the Cardholder must

- send us a copy of the correspondence to enable us to dispute the relevant Transaction; or
- request for Card to be cancelled by the prescribed form and a new one issued.

6.5 Reversing a Transaction

A Cardholder may be entitled to reverse a Transaction (charge back) where the Cardholder disputes a Transaction made on the Card by a Merchant.

If we are satisfied that a Cardholder is entitled to reverse a Transaction, we will credit the Cardholder Account for the amount initially debited for the Transaction.

You or the Cardholder must immediately notify us of a disputed Transaction. There are time limits imposed by Visa Card scheme operating rules and if the Cardholder does not notify us within these time limits, we may not be able to reverse a Transaction and the Account Holder may be liable for the Transaction.

6.6 Liability for Unauthorised Transactions

You are not liable for losses resulting from Unauthorised Transactions where:

- (a) it is clear that the Cardholder did not contribute to the loss;
- (b) it is caused by the fraudulent or negligent conduct of our employees or agents or Merchants;
- (c) it occurs before the Cardholder receives the Card;
- (d) it occurs after we have been notified by the prescribed form, of a security issue with the Card and PIN;
- (e) it is a result of the same transaction being incorrectly debited more than once to the same Cardholder Account.

You will be liable for actual losses resulting from Unauthorised Transactions caused by a Cardholder if:

- (a) you or the Cardholder unreasonably delay notifying us of the security issue with the Card and PIN;
- (b) you or the Cardholder engage in fraud;
- (c) the Cardholder voluntarily provided their Card and/or disclosed their PIN to someone including a third party, family member or a friend ; or
- (d) the Cardholder fails to protect the Card and PIN;

6.7 Pooling

Where pooling of transactions for two or more Cardholders is required under your Facility, this will be achieved by setting up a Corporate Visa Account that automatically sweeps funds to each Cardholder Account to cover transactions performed.

You must have sufficient funds or credit available in the Corporate Visa Account to cover transactions performed by Cardholders.

This arrangement allows you to centralise funding for all Cardholders and provides a consolidated bank statement that gives an overall view of expenses incurred by all Cardholders.

Corporate Visa Account(s) and Cardholder Account(s) shall have no direct linkage to your main business account(s) through such pooling arrangement.

7 STATEMENT OF ACCOUNT

The Cardholder should keep all vouchers and transaction records given to them when using the Card. The Account Holder and Cardholder can use these to verify the transactions on the Cardholder Account.

Cardholder or Account Holder can access the statement of account(s) via BSP Internet Banking

8 PROVISION OF CREDIT

Credit under your Facility is available upon request. You will need to apply to us for credit approval and such application will be subject to our Credit Policy and any applicable terms and conditions.

Where credit is provided by us, and subject to any daily or transaction limits, Cardholders may draw down credit up to the credit limit approved under your Facility.

9 CARD CANCELLATION

9.1 Cancellation by Us

The banking relationship which exists between us may be ended by either party at any time and we may withdraw any product or service, at any time.

We will not normally close your account or withdraw a product or service until we have given you at least 7 days' notice setting out the relevant details. However, there may be circumstances where we close your account or withdraw a service without prior notice or with less than 7 days' notice. While not an exhaustive list, examples are:

- i. if we must comply with a court order;
- ii. if you have acted unlawfully;
- iii. if you have breached any of our specific terms or these Terms and Conditions;
- iv. if you do not agree to any changes we make to the Terms and Conditions; or
- v. if your account is used, or attempted to be used, for an improper purpose.

The closure of your account by the Bank in these circumstances is not considered to be a breach of the Terms and Conditions or any other contract that exists between you and the Bank.

The Bank will not be liable for any consequential loss or damage you suffer as a result either directly or indirectly from the closure of your account or the withdrawal of a product or service.

When an account is closed, we will request that you return or destroy all unused cheques and any Card issued by us relating to that account.

Any funds remaining in your account at time of closure will be returned to you, subject to any terms and conditions, fees or charges or interest applying to those funds and taking into consideration any unprocessed transactions. If there is any dispute over these funds we may not be able to return them to you until the dispute is resolved. Any amount owing by you will be regarded as debt due and payable by you to us.

We may cancel a Card or refuse authorisation of further Transactions on a Card at any time without prior notice to you or the Cardholder if:

- (a) we believe that further use of the Card may cause loss to you or to us;
- (b) there has been no Transactions (except for fees or charges) on the Cardholder Account for more than three (3) consecutive months; or
- (c) There is a breach of these Terms and conditions.

9.2 Cancellation by Cardholder or Account Holder

You or the Cardholder may contact us and request us to cancel the Card. If the Card is cancelled and the Cardholder Account closed any funds in credit balance on the Cardholder Account is paid to you subject to any fees and charges and other amounts owing to us on the Cardholder Account.

It is important that where a Cardholder Account is to be closed, the Cardholder informs the Merchant or other third party where a Standing Authority has been set up that the Cardholder Account will be closed. We are not liable for any loss, claims or liability you or the Cardholder may incur as a result of the Cardholder Account closure.

When a Card is cancelled, the Card must not be used. The Cardholder must destroy the Card by immediately cutting it into several pieces through the chip and magnetic strip on the back of the Card and disposing of it securely.

10 CHANGES TO THESE TERMS AND CONDITIONS

BSP reserves the right to vary, change or withdraw a product or product brochure at any time.

BSP may alter these Terms and Conditions at any time by giving not less than 7 days' notice to you, either by:

- i. direct communication with you (e.g. by letter, by email, by fax or by telephone); or
- ii. an advertisement in a major newspaper.

Where these Terms and Conditions are set out on our website, change will also be noted there.

You are deemed to have accepted any changes to the Terms and Conditions through your continued use of the Card.

In the event you do not agree to any change to the Terms and Conditions, you must contact and advise the Bank immediately in writing. The Bank may elect to close your account in the event you do not agree to any changes to the Terms and Conditions.

11 DISCLOSURE OF YOUR PERSONAL INFORMATION

Unless prohibited to do so by law we may disclose your personal information to:

- i. other organisations to help us to assess financial risk or to recover debt;
- ii. credit reference agencies;
- iii. other members of the BSP Group including BSP advisers, consultants or service providers, any of the banks subsidiaries, branches, head office or representatives;
- iv. any authority, regulator, government agency, or a Court of competent jurisdiction in any jurisdiction as the Bank may in its absolute discretion consider appropriate, necessary or advisable;
- v. other organisations to assist us in compliance obligations in respect of sanctions, anti-money laundering, counter-terrorism financing and proceeds of crime;
- vi. the United States Internal Revenue Service to assist us in compliance with our obligations under our arrangements regarding the Foreign Account Tax Compliance Act ("FATCA").

For more Information

BSP Client Service Centre:

P: 320 1212/ 7030 1212 (local) or +675 305 7900 (international)

E: clientservice@bsp.com.pg

Visit your nearest BSP branch or contact your Relationship Manager

www.bsp.com.pg



Our Bank. Our People.