

nbs MASTERCARD DEBIT CARD TERMS and CONDITIONS

The following Terms and Conditions shall be known as the "Agreement" and shall govern the use and issuance of the Debit Card.

This Agreement applies to MasterCard-branded **nbs** Debit Cards, each of which is hereafter referred to as the "**Debit Card**". A Nbs MasterCard Debit Card is a payment and withdrawal card that allows a depositor of **nbs** to access his or her deposit funds through Point-of-Sale (POS) terminals, Automated Teller Machines (ATMs), and eCommerce websites, when applicable. Transactions made using a **nbs** MasterCard Debit Card require a card verification process in the form of either a PIN (Personal Identification Number) or signature.

The term "**nbs**" shall refer to National Bank of Samoa and the term "**Bank**" shall refer to **nbs** where you maintain one or more deposit account(s) with.

The terms "**you**" and/or "**your**" shall refer to the depositor or accountholder who maintains one or more deposit account(s) with **nbs** and is issued a **nbs** MasterCard Debit Card pursuant to and in accordance with the terms of this Agreement.

The term "**Branch**" refers to a branch of the applicable Bank where you maintain one or more deposit account(s).

The terms "**Account**" or "**Accounts**" shall refer to your one or more deposit account(s) maintained with **nbs**.

The term "**Authorization Amount**" refers to the amount debited from your Account at point of purchase/payment for goods/services at eCommerce websites or Point-of-Sale (POS) terminals within or outside Samoa, corresponding to the amount of the purchase/payment you make, including any applicable transaction fee, or its equivalent in allowable currency.

The term "**Posted Amount**" refers to the amount corresponding to the Posted Transaction which is reflected on your bank statement.

The term "**Posted Transaction**" refers to a transaction done at eCommerce websites or Point-of-Sale (POS) terminals within or outside the Samoa that has been completely processed by the merchant, international network, and your Bank in connection with any purchase/payment you make, including any applicable transaction fee, or its equivalent in allowable currency.

1. Agreement to these Terms and Conditions – Your activation or use of your **nbs** MasterCard Debit Card constitutes your agreeing to and acceptance of this Agreement and the Terms and Conditions of **nbs** governing PRODUCTS, SERVICES, FACILITIES, AND CHANNELS. You, hereby, acknowledge that you fully understand all the direct and indirect risks associated with the use of these products, facilities, services, and channels.

2. Ownership of Debit Cards – Debit Cards shall remain the property of **nbs** at all times. Each **nbs** MasterCard Debit Card issued shall be for your exclusive use and is not transferrable. **nbs** may, at its sole discretion, suspend, block, terminate or cancel the **nbs** MasterCard Debit Card at any time for valid reasons, with or without need of prior notice to you. Upon **nbs's** request, you are to surrender the **nbs** MasterCard Debit Card to **nbs** immediately. **nbs** shall not be liable for the suspension, blocking, termination or cancellation of the Debit Card.

3. Card Activation – You must activate your **nbs** MasterCard Debit Card by nominating your Personal Identification Number (PIN) at any **nbs** ATM immediately upon receipt of your Debit Card. Full access to your Account using the **nbs** MasterCard Debit Card may only be made once you have successfully nominated a personalized PIN.

3.1 Only when applicable, **nbs** may provide you a temporary Initiating PIN upon the issuance of your Debit Card. This Initiating PIN will allow you to nominate your own personalized PIN through any **nbs** ATM. The Initiating PIN will not allow you to do any other transaction on your Account from any ATM or POS terminal besides PIN change. Failure to activate your **nbs** MasterCard Debit Card within two (2) calendar days from the date of card release may result in the deactivation of your Debit Card's operating status and, in such case, you have to personally request any Branch to have your card reactivated.

3.2 In case your **nbs** MasterCard Debit Card is damaged or has been renewed and you are issued a new **nbs** MasterCard Debit Card with no change in card number, you will not be able to use your new card unless it is otherwise activated through a PIN-based transaction at any ATM or POS that accepts your Debit Card.

4. Personal Identification Number (PIN) – Your personalized PIN is known only by you, not by anyone else, nor by **nbs**. You are required to keep your PIN confidential at all times. For your own protection, you should not disclose your PIN to anyone. You are responsible for all transactions processed through the use of your **nbs** MasterCard Debit Card and your PIN whether or not the transactions were made with your knowledge or your authority. You agree to hold **nbs** free from any liabilities relating to any and all losses, damages or liabilities incurred or suffered in connection with your disclosure of your PIN.

5. Card Acceptance – The **nbs** MasterCard Debit Card is accepted at **nbs** ATMs and ATMs of other financial institutions, POS terminals, and online payment gateways, which are members of MasterCard or such other networks that may be designated by **nbs** from time to time. The networks associated to your **nbs** MasterCard Debit Card may differ depending on the specific **nbs** MasterCard Debit Card variant you own. You understand and agree that **nbs** has any control over the participants of the ATM or other networks

through which you may access your Account(s), or the ATM themselves, or the procedures or controls such ATM or other network participants adopt in regard to data information processing. Hence, **nbs** shall not be liable for any loss or damage of whatever nature incurred by you (i) in instances where you are unable to use your **nbs** MasterCard Debit Card or avail of any service due to disruption or failure of the ATM or other network or communication facilities linking the same, or (ii) arising out of any failure, delay or rejection regarding the use of your **nbs** MasterCard Debit Card or the use of any service, or (iii) caused by or due to unauthorized or fraudulent access or utilization of your **nbs** MasterCard Debit Card or any service.

Transactions outside Samoa shall be in the currency of the institution owning the ATM, POS, or eCommerce/online merchant from where such transactions were made. Transactions will also be subject to exchange controls, regulations or limitations in effect in the country where the transaction took place.

Enabling and disabling of the international access of your **nbs** MasterCard Debit Card is at your discretion and may be changed by you at your applicable Bank or Branch or **nbs** channel.

6. Debiting of Your Account – You authorize the Bank to automatically debit from your Account, which you designated as the source of funds for your transaction using the Debit Card, the appropriate amount corresponding to the withdrawal or purchase/payment you make, including any applicable transaction fee, or its equivalent in allowable currency, and in accordance with **nbs**'s record of transactions.

7. Transaction Limits – Upon issuance, your **nbs** MasterCard Debit Card will be set to standard transaction limits in count and amount for purchases and withdrawals as dictated by the default limits of the card variant which you own. These transaction limits may be in count, amount, or a combination of both for a single transaction or an aggregate per set period. Purchase and/or withdrawal made using **nbs** MasterCard Debit Card within and/or outside Samoa shall be subject to the limits that are set to your card. Transaction limits for purchase and withdrawal amount may be adjusted by you through your applicable Bank or any Branch or **nbs** channel via request subject to the maximum allowable limit set by **nbs**.

8. Transaction Authentication – You acknowledge and agree to comply with the following card transaction authentication procedures, as the same may be amended from time to time as **nbs** may deem appropriate and necessary for the purpose:

8.1 ATM – Withdrawals/inquiries on your Account through any ATM can only be made using a valid **nbs** MasterCard Debit Card together with your correct PIN.

8.2 POS – Purchases/payments made by a contact transaction by dipping or inserting the card in the POS, regardless of the amount, require a valid **nbs** MasterCard Debit Card together with your correct PIN or valid signature, depending on the acquiring institution's discretion. Contactless purchases/payments, made by tapping or waving the **nbs** MasterCard Debit Card against an applicable contactless POS, will not require from you any signature, Personal Identification Number (PIN), or other authentication on your part for transactions not exceeding eighty dollars New Zealand (NZD 80.00); however, transactions exceeding eighty dollars New Zealand (NZD 80.00) will require your correct PIN or valid signature, as the case may be.

8.3 eCommerce/Online Transactions – You may be issued Debit Cards with the eCommerce/Online transactions feature activated. Debit Cards that do not allow eCommerce/Online transactions upon issuance to you, may be subject to later activation by **nbs** for which you will be notified accordingly through any of the means of communication or channel provided under paragraph 20 (Communication). When this feature is activated, eCommerce/Online transactions can only be made with a valid Debit Card, CVC2 / CVV2 code, depending on the card variant issued to you, and other card details that the eCommerce merchant's online payment gateway requires, and is subject to an eCommerce sublimit set by **nbs**. You may disable and enable the eCommerce/Online feature at your discretion at your applicable Bank or any Branch or **nbs** channel.

9. Transaction Authorization – Each transaction using your **nbs** MasterCard Debit Card will require authorization from the Bank before they can proceed. When the Bank gives an authorization, it reduces the available balance in your Account equivalent to the Authorization Amount. Certain merchants, such as hotels and car rental agencies, may request confirmation that your Account has sufficient balance to meet the anticipated cost of goods/services to fulfil. A merchant may also request subsequent authorization to cover additional costs for services and/or goods availed which were not included in an earlier or prior authorization.

Your **nbs** MasterCard Debit Card transactions shall be processed by the merchant, international network, and your Bank before it is posted to your Account. For transactions outside the Samoa, the Bank shall compute the equivalent amount based on the exchange rate quoted by the international network at the time of posting of transaction, which may differ from the rate in effect during

authorization. In the event the Authorization Amount is lower than the Posted Amount, you agree that any shortfall shall be automatically debited from your Account.

10. Accredited Establishments – *nbs* has entered into an agreement with Mastercard where the card issued bearing the Mastercard label shall be honored at all MasterCard accredited establishments worldwide. Notwithstanding the preceding, however, *nbs* shall be responsible/liable to you, if, for any reason(s), your *nbs* MasterCard Debit Card is not honored by the accredited establishments or MasterCard. You should always carry an alternative payment method and not solely rely on the card to process payment of goods and/or services purchased. Dishonor of the *nbs* MasterCard Debit Card by the accredited establishments or MasterCard for any reason shall not give rise to any claim against *nbs*. You agree to hold *nbs* and their respective directors, officers, employees and representatives free from any liabilities from any and all claims for damages resulting from the failure of any accredited establishment or Mastercard/Visa to honor your Debit Card.

nbs do not make any representation or warranty on any of the goods and services offered by the merchants and is not responsible if the goods or services are in any way deficient or otherwise unsatisfactory.

Should you have complaints relating to any merchant, or any of the goods and services purchased from any of the merchants, the matter should be resolved with the merchant directly, provided that, nothing herein shall relieve you from any obligations to *nbs* arising from or in connection with the use of the Debit Card.

11. Fees – Any applicable transaction fee will be debited from the Account at the time of posting of the transaction or on the last banking day of the month, as the case may be.

11.1 ATM Transaction Fees – ATM transactions performed at BancNet, MasterCard, or Visa ATMs within or outside of the Samoa or at other accepting ATM networks may be subject to fees which will be debited from the Account transacted with.

11.2 Issuer's Cross Border Fee on Purchases Done Outside of Samoa – All charges including those incurred abroad through the use of the *nbs* MasterCard Debit Cards shall be billed and be payable in the currency of your Account. All purchases done outside of Samoa, including purchases at foreign eCommerce merchants, will be subject to a cross border fee.

11.3 Table of Fees - For the complete and updated list of the applicable fees, please see the Table of Fees at www.nbs.ws *nbs* reserves the right to change the fees from time to time.

12. Account Linkage – A *nbs* MasterCard Debit Card issued to you shall have one (1) main Account (the "Main Deposit Account"). The Main Deposit Account is assigned to your card upon card request such as during, but not limited to, the opening of the Account. Each unique Account can only be the Main Deposit Account to a single active card for a distinct customer. You may have up to nine (9) other Debit Card-based Accounts within the same financial institution and currency linked to your *nbs* MasterCard Debit Card (the "Linked Accounts"). The Main Deposit Account and Linked Accounts may be amended at your request through your applicable Bank or any Branch or *nbs* channel. *nbs* reserves the right to refuse a request to amend the Main Deposit Account for a card. Adding accounts as Linked Accounts or removing existing Linked Accounts to a *nbs* MasterCard Debit Card will not change your Debit Card's daily purchase or withdrawal limits. The purchase and withdrawal limits of your *nbs* MasterCard Debit Card may be changed at your discretion as stated under paragraph 7 (Transaction Limits).

You may access your Main Deposit Account and any of your Linked Accounts when transacting at *nbs* ATMs. You will be prompted to select the Linked Account with which you will transact. When transacting at other non- *nbs* ATM Channels as stated under paragraphs 5 (Card Acceptance) and 9 (Accredited Establishments) or when account selection is not available, the Main Deposit Account will automatically apply for the transaction which you may undertake.

12.1 Pre-Linked Accounts – In the event that *nbs* initiates the replacement of your current card, *nbs* may pre-link to the *nbs* MasterCard Debit Card any or all other Accounts that you own under the same financial institution and currency as your Main Deposit Account. By activating your Debit Card, you expressly agree to the pre-linking by *nbs* or the Bank of those Accounts to your Debit Card. You may access your Linked Accounts at *nbs* ATMs after twenty-four (24) hours from card activation.

You may opt to unlink any of the pre-Linked Accounts through your applicable Bank or any Branch or *nbs* channel prior to card activation. You acknowledge that the Bank has no obligation to issue Debit Cards for Accounts you opted to unlink and that any request for additional or replacement cards for such Accounts may be subject to a fee.

13. Card Features – *nbs* reserves the right to add or discontinue features or functions for all or specific card variants at its discretion upon sixty (60) calendar days' prior written notice through any of the means of communication or channel provided under paragraph 20 (Communication).

14. *nbs* MasterCard Debit Card Transaction Disputes – Any disputed *nbs* MasterCard Debit Card transaction shall be subject to an investigation by *nbs*, which may include among others, further verification of transaction records and confirmation with you and/or the network or merchant. After appropriate investigation, the Bank is, hereby, authorized to automatically, without need of any further notice, act or deed, debit/credit the Account and the merchant's account in accordance with the results of the said investigation.

Any *nbs* MasterCard Debit Card transaction dispute must be filed within thirty (30) calendar days from transaction date. The dispute shall be resolved in accordance with Mastercard chargeback/dispute processes and procedures.

15. Expiry and Renewal of the Card – Unless earlier terminated by *nbs*, voluntarily cancelled or returned by you, the *nbs* MasterCard Debit Card shall be valid from the day of issuance or renewal and expires on the last day of the month indicated on the face of the card. Renewal of the card shall be at the option of *nbs*.

15.1 The Bank may choose to issue a different card variant should you meet the eligibility criteria for another variant. This includes cases wherein an existing card is renewed or replaced for any reason.

15.2 You hereby agree that termination, blocking or closure of your Account for whatever reason will also automatically terminate your use of the *nbs* MasterCard Debit Card with respect to that terminated, closed or blocked Account without notice.

16. Report of Lost, Stolen or Damaged Debit Cards – You agree and undertake to keep your *nbs* MasterCard Debit Card in a secure place at all times and to exercise due caution to prevent its loss, theft, misuse or any fraudulent or unauthorized use. You will immediately call *nbs* on Phone at (685) 28103 or submit a written report to any Branch on the loss, theft or damage of any *nbs* MasterCard Debit Card issued to you, giving details of the place, date, time, and circumstances of the incident and the last transaction(s) made prior to the loss, theft or damage of your card. Debit Cards that are captured for any reason in any ATM may be considered lost and must likewise be reported promptly. Captured cards may be claimed at the Branch servicing the ATM where it was captured. A proof of identification must be presented when claiming the card. Captured cards retrieved from the ATM shall be destroyed after two (2) calendar days from its retrieval.

Any loss incurred due to withdrawal/purchase/transfer of funds using any lost, stolen or damaged *nbs* MasterCard Debit Card prior to receipt by *nbs* of such call through *nbs* Phone, or prior to receipt by the Branch of such written report, shall be for your account. Prior to receipt of such report by *nbs*, you will be held liable for all transactions and charges made or incurred from the use of the lost or stolen *nbs* MasterCard Debit Card even if said transactions were made without your knowledge or authority. *nbs* and its network and merchant partners shall be rendered free and harmless from any and all liabilities, claims, damages, and costs arising from the fraudulent or unauthorized use of your Debit Card. The Bank has no obligation to issue a replacement *nbs* MasterCard Debit Card to you following the loss, theft or damage of the *nbs* MasterCard Debit Card originally issued to you. However, in case of lost, stolen or damaged Debit Card, a fee shall be charged if you request for a card replacement.

17. Update and Change of Contact Details and Other Information – You shall update, annually or whenever required by the Bank, your residence, office and/or mailing address, telephone and/or mobile numbers, electronic mail address and such other data previously indicated during Account opening. You shall, likewise, notify the Bank immediately, in writing, of any change in your contact details and information. The Bank shall hold these details as true and complete in the event that no update is given unless otherwise advised in writing. Any Debit Card-related correspondence shall be sent to your registered contact details.

18. Consent to Processing of Information – You acknowledge and agree that updated information relating to you (including personal data), transactions, business and credit relationships, your deposit account(s) or deposit account information or records (including the Account(s) or Linked Accounts), provided by you or made available to or in the possession of *nbs*, (collectively, the "Information") may be collected, obtained, used, stored, consolidated, processed, profiled, benchmarked, disclosed, and shared by *nbs*, , for any or all of the following (the "Purposes"):

a. To approve, manage, facilitate, administer, implement, and provide the products, services, transactions, and facilities availed of and/or selected by you when using the Debit Card;

b. To comply with (i) *nbs*'s operational, audit, administrative, credit and risk management processes, policies and procedures, (ii) this Agreement, (iii) *nbs* rules and regulations, and (iv) legal and regulatory requirements of government regulators, judicial or supervisory bodies, tax authorities, or courts of competent jurisdiction, as the same may be amended or supplemented from time to time;

- c. To comply with applicable laws of Samoa and those of other jurisdictions including the United States Foreign Account Tax Compliance Act (FATCA), the laws on the prevention of money laundering and terrorism activities, and the implementation of know your customer and sanction screening checks;
- d. To develop and enhance the product, business and customer offerings of **nbs**, which may include the conduct of product, system, statistical or business analysis, surveys, schemes, planning and research;
- e. To pursue marketing, sales, promotional, advertising, and business initiatives (the "Marketing Initiatives"), which may include the development, formulation, dissemination, distribution and rollout of Marketing Initiatives information, materials, documents or brochures, relating to the products, services, events, promotions, programs, and offers, of **nbs**, under a duty of confidentiality, has contracted with (the "Program Partners"), whether such Marketing Initiative is undertaken individually by **nbs**, or with Program Partners under a joint venture initiative, servicing agreement, cross-selling arrangement, loyalty or promo program or any project undertaking on a collective or tie-up basis;
- f. To carry out, fulfil and complete the transactions authorized by you in connection with **nbs's** performance of the services, facilities and channels contemplated under this Agreement.

Pursuant to the relevant Purpose(s), **nbs** may share and disclose your Information, whether within or outside Samoa, under a duty of confidentiality:

- i. to each other and to any other member of the **nbs**;
- ii. to its directors, officers, employees, professional advisers, legal counsels, auditors, agents, representatives, service providers, and third parties providing services to **nbs** on a "need to know" basis;
- iii. to merchants and promotional, network, loyalty program and joint venture partners, and their respective service providers, in order to carry out, fulfil and/or complete the transactions authorized by you;
- iv. to credit information companies, credit bureaus, financial institutions, banking, and credit industry associations, credit protection provider or guarantee institutions, brokers, insurers, and underwriters, in relation to your use of the products, services and facilities of **nbs** (collectively, the "Credit Entities");
- v. to any judicial, governmental, regulatory or supervisory body of Samoa or those of other jurisdictions, including exchange of information among tax authorities in compliance with FATCA, as the same may be amended or supplemented from time to time;
- vi. to any potential transferee or assignee of **nbs's** rights and/or obligations under the relevant contracts or agreements, or in connection with any sale, acquisition of **nbs**;
- vii. to representatives, agents or service providers engaged by **nbs** to perform (whether within or outside Samoa) data processing, collection, consolidation, storage and such other services in connection with the products, services, and facilities availed of by you (the "Outsourced Service Providers");
- viii. to representatives, agents or service providers engaged by **nbs**, by Program Partners, in connection with the Marketing Initiatives; and,
- ix. to such other persons or entities that **nbs**, or the Credit Entities, if applicable, or the Outsourced Service Providers may engage or contract with to facilitate or carry out any or all of the foregoing Purposes.

That under the applicable bank secrecy, confidentiality and data privacy laws of Samoa and other jurisdictions and you agree to hold **nbs**, and its respective directors, officers, employees, authorized representatives, agents, and service providers free and harmless from any and all liabilities, claims, damages, suits, costs, and expenses resulting from or in connection with the implementation of the Purposes and authorities conferred under this Agreement.

For the avoidance of doubt, to the extent that applicable confidentiality, bank secrecy or other laws impose nondisclosure requirements on certain relevant information but permits a party to waive such requirements by written consent, the express or written consent provided herein shall constitute your consent and waiver for purposes of such applicable laws. Any agreement between you and **nbs**, to maintain confidentiality of information shall continue to be observed to the extent that such agreement is not otherwise inconsistent with the consent for disclosure of your Information authorized under this Agreement.

19. Offer to Participate in Promos – You hereby authorize **nbs**, and their respective Program Partners to offer you participation to promotional offers, advertisements, surveys, Marketing Initiatives or such other similar programs by communicating to you through any of the means of communication or channel provided under paragraph 20 (Communication). Should you no longer want to participate in any product, business or customer offerings, advertisements or surveys, or in any Marketing Initiative, as provided under this Agreement, you must call **nbs** Phone clearly stating said intention.

20. Communication – **nbs** may send any communication/correspondence through any or all of the following means: by mail or courier, by electronic mail, by facsimile transmission, by Short Messaging Service (SMS), by eCommerce or telemarketing platforms, by any of **nbs**'s electronic channels including (but not limited to) posting on www.nbs.ws, or by such other means of communication and/or channels (electronic or otherwise) which **nbs** , at its option, considers appropriate and effective. Any communication/correspondence sent by **nbs** or the Bank to you shall be deemed to have been received by you.

21. Data Privacy Statement – In the course of providing the services contemplated under this Agreement, **nbs**, may collect information (including personal information) relating to you, your transactions, credit and business relationships, your accounts (including the Account(s) and Linked Accounts), your account information or records. **nbs**'s Data Privacy Statement, published at www.nbs.ws, explains how **nbs** collects, protects, uses, stores, consolidates, profiles, shares, and discloses your information (including personal information) and is deemed incorporated by reference in this Agreement.

Your continued access into **nbs**'s network of websites and channels or use of the **nbs** MasterCard Debit Card will constitute your acceptance of the Data Privacy Statement as the same may be revised or updated from time to time.

22. Phishing – You acknowledge that your Account(s) may be compromised through phishing that will enable unauthorized person(s) to withdraw money from your Account using your unique card number and personalized PIN, which you may have provided through any of the following means: (a) response to an e-mail request for your Account information via a spoof website of **nbs** ; (b) use of e-mail or internet facility (other than the secured website of **nbs**) through which you provided your Account information; or (c) any other similar or analogous means. You agree to cooperate, through all reasonable means, with **nbs**'s efforts to prevent phishing, and accordingly, you shall exert all means to prevent the disclosure of your card information, Account and personal information and PIN to any unauthorized person. You agree that you are responsible for any withdrawals that may result from phishing. You agree to indemnify and hold free and harmless **nbs**, and their respective officers, directors, employees, agents and representatives, against any and all losses, damages, penalties, liabilities and costs of any kind arising from or in connection with your disclosure of any of the aforesaid information which you may have provided to any unauthorized person.

23. Indemnity Clause – You agree to hold **nbs** free and harmless and indemnified from any and all losses, damages or liabilities you shall suffer as a consequence or result of (i) your failure to uphold any of the terms and conditions of this Agreement, (ii) disclosure of PIN to any other party, and/or (iii) entrusting your **nbs** MasterCard Debit Card to any third party.

24. Limitation of Liability – You likewise agree to hold **nbs** , and their respective directors, officers, employees, authorized representatives, agents, service providers, and assigns, free and harmless from and against any and all liabilities, causes of action or suits of whatever kind and nature, claims, disputes, losses, damages, costs, fees, and expenses that may arise as a result of or in connection with the use of the **nbs** MasterCard Debit Card including all withdrawals, purchases, and/or transactions made or incurred using the Debit Card.

In the event of any action which you may file against **nbs** for any cause whatsoever, to the maximum extent allowed by applicable law, **nbs**'s entire liability to you for loss or damage (if any) in connection with the use of the **nbs** MasterCard Debit Card shall be limited to the amount of twenty thousand Tala (WST 20,000) or the actual and direct damage or loss incurred by you, whichever is the lesser. In no event shall **nbs** be liable for any special, exemplary, punitive, consequential or indirect damage suffered by you from the use of the Debit Card, including but not limited to lost opportunities or profits, even if **nbs** has been advised of the possibility thereof. This provision shall survive the termination or suspension of the right to use the Debit Card.

25. Disclaimer of Warranties – All warranties, whether express or implied by law or statute, are excluded from this Agreement, including, but not limited to, the warranty that the use of the **nbs** MasterCard Debit Card(i) will meet your requirements, (ii) will be uninterrupted, timely, secure or free from error, and (iii) will be accepted or honored at all ATMs and all merchant establishments as mentioned in paragraphs 5 (Card Acceptance) and 9 (Accredited Establishments), respectively.

26. Compliance with Existing Laws – You hereby warrant that your use of the **nbs** MasterCard Debit Card does not and will not violate any anti-money laundering law as well as other applicable laws, rules, or regulations. By activating or using the Debit Card,

you agree to render **nbs**, the Program Partners, and their respective directors, officers, employees, authorized representatives, agents and service providers, free and harmless and indemnified, from any liabilities, damages, suits, or causes of action whatsoever which may arise from any violation of the said laws, rules, or regulations. Moreover, **nbs**, upon reasonable suspicion of fraud, irregularity, or anomaly involving the Debit Card, may automatically block the use thereof, with or without notice, and initiate immediate investigation.

You further represent and warrant that should you provide **nbs**, any personal information relating to an individual, you have secured the necessary authorizations and consent of such individual in compliance with applicable data privacy and confidentiality laws.

27. Governing Law and Venue – This Agreement shall be governed by and construed in accordance with the laws of Samoa. Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the proper Courts of Samoa.

28. Separability Clause – The enforceability and validity of this Agreement, in whole or in part, shall not be affected by the unenforceability or invalidity, whether temporary or permanent, of any particular provision hereof because of restrictive laws, regulations, or judicial or administrative determinations obtained during any period hereof or for any other causes.

29. Non-Waiver of Rights – No failure or delay on the part of **nbs** in exercising any right or power hereunder shall operate as a waiver thereof nor shall any partial or single exercise of any such rights or powers preclude any further exercise thereof or the exercise of any other rights or powers hereunder. No waiver by **nbs** of any of its rights or powers herein shall be deemed to have been made unless expressed in writing and signed by its duly authorized representative(s). All remedies afforded to **nbs** under this Agreement, by law or otherwise, shall be cumulative and not alternative.

30. Assignment of Rights – All rights and interests of **nbs** under this Agreement may be assigned or transferred by **nbs** as the case may be, without your consent.

31. Amendments – **nbs** may, at any time and for whatever reason it may deem proper, amend, revise or modify this Agreement, and any such amendment, revision or modification shall bind you upon notice (personal, by publication or otherwise) or on the date of effectivity as specified in the notice, whichever is earlier. If you object or are not amenable to any such amendments, revisions or modifications, you agree to terminate the use of your **nbs** MasterCard Debit Card by sending a written notice thereof to **nbs** and perforating your card within thirty (30) calendar days from notice of such amendment, revision or modification. Failure to notify **nbs** within the prescribed period shall be construed as your acceptance of any such amendments, revisions or modifications to this Agreement.

32. Customer Service – The Bank is supervised by the Central Bank of Samoa (CBS). For any issues, concerns or clarifications, you may call **nbs** Phone at (685) 28103 for mobile phone and international access, e-mail digital_banking@nbs.ws or visit any Branch. The Bank will provide timely feedback after we record and investigate such issues, concerns, and clarifications raised. If you are not satisfied with the resolution of the issue, you may approach any officer of the Branch concerned or send an email to Customer Care through digital_banking@nbs.ws.

Effective 1 Sept 2019