

TERMS AND CONDITIONS

These terms form the contract between the Fidelity Prepaid Cardholder (the Cardholder), and Fidelity Bank Ghana Limited (the Bank). By applying for the Cards, you agree to be bound by the terms and conditions of the Cards. Please read carefully.

By using the Prepaid Card you acknowledge that you have read and accept these terms and conditions:

1. IN THIS AGREEMENT:

"Account" means the bank account linked to your Card which is preloaded with funds.

"Card" means the Fidelity Prepaid Card or its replacement issued to you as a medium for loading funds.

"Cardholder" means a customer of the Bank authorized to use the Card.

"Authorized User" means the holder of the Card or a person nominated to hold the card linked to the Cardholder's Account.

"We/Our/Us" means Fidelity Bank Ghana Limited

"You/your/ yours" means the customer or an entity that applies for a Card and in whose name an Account is opened.

"Merchant" means supplier of goods and services.

"MasterCard" means MasterCard International Incorporated, a company incorporated under the laws of the United States of America.

"Visa" means Visa International Incorporated, a company incorporated under the laws of the United States of America.

"gh-link" means Ghana Interbank Payment and Settlement Systems' interbank switching and processing system which interconnects financial institutions and systems of third party payment service providers.

"Scheme" means MasterCard, Visa and gh-link and their respective logos.

"Terms and Conditions" means these Terms and Conditions including any amendment to same.

"Security passcode" means User ID, Passwords, PINs, codes and any other personal identifiers.

"User" means the person mandated or deemed to be mandated by the Customer to access and use the Card.

2. APPLICATION AND ISSUE OF THE CARD

Upon completion of the application form, the Bank shall proceed to issue you with a Card if it is satisfied that all requirements for the Card application have been met by you. The Bank shall have absolute discretion in determining whether to issue you a Card or not. You shall be liable for all costs associated with changing or cancelling your application after we have processed it.

3. OWNERSHIP AND USE OF THE CARD

The Card remains the property of the Bank. The Bank has the right to cancel or suspend the use of the Card. The Bank may also ask for a return of the Card on the basis of suspected illegal use of the Card or the breach of these terms and conditions.

We have the right at any time to temporarily suspend the card for the purposes of maintenance, repair, upgrade, or any other purpose that we deem appropriate.

You are responsible for the use of your Card. Do not share your Personal Identification Number (PIN) with third parties.

The card is useable wherever the Scheme is accepted. We cannot however guarantee that a Merchant will accept your Card for transactions. Your Card will be able to perform the following transactions / You will be able to perform the following transactions on your card;

- a. Load funds
- b. Make payment Online
- c. Make payment on POS
- d. Withdraw cash from ATM
- e. View balance information
- f. Access the card transaction history

4. CARD ISSUANCE / REPLACEMENT

The Card is issued at a fee. You may request for a replacement of your lost, stolen or damaged Card. A card replacement fee shall apply.

5. USING THE CARD

You may use your card at a Merchant or an ATM where the Scheme is accepted.

- a. Your card can be used for transactions only if it is loaded with funds.
- b. Your transactions must be within the limits or the remaining balance on your card.
- c. Your transaction will be declined if you exceed your remaining balance or transaction limit.
- d. You are responsible for all transactions initiated by the use of your card.
- e. Your card will be suspended if you use a wrong PIN three (3) times in a row. Should your card be suspended under this circumstance, you may call the Contact Centre on **0800 00 3355** to reactivate your card. You will not be able to transact on the card until the PIN has been unblocked.
- f. You cannot use your card for illegal activities.
- g. Fees will be applied for the use of the card for the purchase of goods and services and for withdrawing cash from the ATM.
- h. If your Card transaction (including online and overseas transactions, if applicable) is converted into foreign or local currency for purposes of the specific transaction (i.e. a service offered at certain ATMs and merchants which allows a card member to convert a transaction from local to foreign currencies, and from foreign to local currencies at the point of withdrawal/sale), you hereby acknowledge that the process of conversion and the exchange rates applied will be determined by the relevant operator/ merchant or currency conversion service provider, as the case may be. Fidelity Bank Ghana Limited does not determine whether a card transaction will be converted into foreign or local currency and, where your transaction is for a retail purchase, you may have to check with the relevant merchant whether such conversion was effected and at what rate the conversion was effected. Fidelity Bank Ghana Limited shall not be liable for any currency exchange losses you may suffer as a result of the performance of a transaction as described herein.
- i. We reserve the right to apply a retrospective debit/credit adjustment to you to complete the settlement cycle of any such transaction based on prevailing exchange rates.
- j. If your Card transaction (including online and overseas transactions, if applicable) relates to a prohibited transaction (which may include but shall not be limited to cryptocurrency or other block chain technologies howsoever described, the Bank shall not be liable for any currency exchange losses you may suffer as a result of the performance of a transaction as described herein. You also agree to indemnify and hold the Bank harmless against any and all liabilities, civil or criminal arising out of or in connection with your use of our Card in the manner aforesaid.

6. CAPTURED CARDS

1. I understand that the Card may be captured by the ATM under the following circumstances;

- a. Wrong entry of PIN beyond the permitted number of times
- b. Technical Issue such as Power Outage, Network Challenge, ATM Malfunction amongst others
- c. Card left in ATM reader after transaction
- d. Session time out
- e. Where the Card is flagged as "Stolen Card," "Lost Card" or any other for which the Card may be captured
- f. Expired or damaged Card used on ATM
- g. Card appears to be fraudulent, including plain and cardboard cards amongst others

2. I understand that the Card, if captured by the ATM and same is not

requested for or collected within two (2) working days, shall be blocked, disabled or released to law enforcement agencies.

3. I understand that if the Card is captured by the ATM, I should lodge a complaint via any of the means listed below within two (2) working days, after the Card was captured,

- a. WhatsApp – 0245226400
- b. Telephone – 0800 00 3355 (Toll Free)/+233 302 214490/+233 302 81 9292
- c. Email – wecare@myfidelitybank.net and
- d. The Bank's Branches Nationwide

4. I understand that I shall be required to provide any Acceptable Valid ID to enable me retrieve the captured Card.

7. AUTHORIZATION TO DEBIT YOUR ACCOUNT

By applying for the Card, you authorize the Bank to debit your account with the amount of each transaction plus any associated fees. This will reduce the credit available in your account. Any dispute regarding a transaction must be raised in writing within 90 days from the date of the transaction to enable us conduct an investigation into the transaction. We shall not be responsible for the resolution of disputes between you and the Merchant or any losses or costs you incur from such a dispute. A dispute between you and a Merchant will not affect our right to recover our fees relating to a disputed transaction.

8. FEES AND CHARGES

You agree to pay and authorize us to debit your Account for the fees and charges applicable for the use of the Card.

9. AUTHORISING TRANSACTIONS

You must sign the Card on its signature panel at the back as soon as you receive it and follow any relevant instructions that we give. We will issue you with a PIN. You must memorize your PIN and immediately destroy the PIN carrier in order to prevent unauthorized use of the card. Under no circumstances should you disclose your PIN to anybody, including other members of your organization, family, friends and Fidelity Bank staff.

The Card can be used to authorise transactions in the following ways:

- a. Use a PIN to access funds at any ATM or at a Card Terminal that displays the Scheme sign; or
- b. any other payment company and to pay for charges incurred by the Merchant.

If the Card is used abroad we will convert all overseas transactions into Ghana Cedi currency using the prevailing exchange rate and will factor in a percentage commission on the amount of the transaction. The exchange rate we use may not be the same as the rate when the transaction was completed.

You will be liable for all transactions authorized with this Card and Fidelity Bank will not accept any liability should you allow any other person to use the Card, disclose any security identifiers including but not limited to Card Number, PIN to another person.

Merchants reserve the right at any time to refuse the use of the card at the outlet for any reason whatsoever.

Limits and restrictions may vary from each ATM and Merchant; the Bank will not be liable for any losses this may cause you.

10. REFUNDS

We will credit your account with a refund for a transaction if the retailer asks us to or if you notify us that a transaction with retailer has been incorrectly debited to your account after ascertaining/establishing veracity of the claim. You cannot use a claim you may have against someone else to make a claim against us, or refuse to pay us, unless you have a legal right to do so. You cannot transfer any rights of action against us to anyone else.

11. VARIATION OF THE TERMS AND CONDITIONS

Fidelity Bank reserves the right to vary these terms and conditions at its sole discretion and without notice to you.

We shall take reasonable care to ensure the security of and prevent unauthorized access to the card using the best technology available to the Bank.

12. DISCLOSURE OF INFORMATION TO THIRD PARTIES

We may disclose information to third parties about your Card or transfers you may make on your Card under any of the following circumstances:

- a. If you give us your permission
- b. To protect against potential fraud and other crimes
- c. Where we are permitted by law to do so
- d. When necessary to complete a transaction requested by you
- e. To utilize services of third parties and affiliate entities who assist us in providing the Card and other related services
- f. In order to comply with government agencies or court orders

13. GOVERNING LAW AND JURISDICTION

These terms and conditions are governed by the laws of the Republic of Ghana.

14. SECURITY OF THE CARD

We shall take reasonable care to ensure the security of and prevent unauthorized access to the card using the best technology available to the Bank.

15. LIABILITY OF THE CARDHOLDER AND THE BANK

- a. You shall not be liable for any unauthorized transactions occurring through the use of the Card which can be wholly attributed to the fraudulent or negligent conduct of employees or agents of the Bank.
- b. You shall be liable for unauthorized transactions on your Card if you were negligent or breached these terms and conditions. A non-exhaustive list of actions deemed negligent includes but is not limited to the following:
 - i. Kept a written or electronic record of the Card password
 - ii. Disclosed or failed to take all reasonable steps to prevent disclosure of the Card password to anyone including Bank staff and/ or failed to advise the Bank of such disclosure within reasonable time.
 - iii. Neglected to advise the Bank in a reasonable time about unauthorized access to or erroneous transactions on the Card.

16. INDEMNITY

You hereby undertake to indemnify the Bank, its officers and staff from and against all actions, proceedings, liabilities, costs, claims, demands, expenses or losses sustained as a result of

- a. The operation of your account;
- b. The provision of any service and or product by us to you;
- c. Any instructions received supported by your security passcode whether made by yourself, an additional user or another without your consent or authorisation;
- d. You acknowledge and accept that we need no further steps to confirm the identity and authority of the source of any such instructions and agree that we shall be entitled to debit your account(s) with the amount of any payment made pursuant to such instruction;
- e. In connection with us having acted on such instructions or alleged instructions with or without your consent or authorisation;
- f. The Bank taking, relying and acting upon or omitting to act on any instructions given or purported to be given by you or by any person(s) purporting to be your attorney or by any additional user, regardless of the circumstances prevailing at the time of such instructions or the nature of the transaction and notwithstanding any error, misunderstanding, fraud or lack of clarity in the giving, receipt or the contents of such instructions, including where we believed in good faith that the instructions or information was given in excess of the powers vested in you or where we believed that by so acting would result in a breach of any duty imposed on us;
- g. failure by you to pay or repay to us on demand any sum due to us (including all interest accrued thereon);
- h. the enforcement by us of our rights (including rights of sale, set-off, recovering payment or enforcement proceedings) under or in connection with these Terms and Conditions;
- i. Any claim or action brought by a third party which is in any way the result of improper use of the card;

- j. the Bank using any system or means of communication or transmission in carrying out your instructions which results in the loss, delay, distortion or duplication of such instructions; and
- k. Any lost, stolen or mislaid security passcode(s) in relation to the Account and any re-issuance or replacement of the same by us.

expenses that may arise, either directly or indirectly from the delivery of the Card to the address provided by you.

You shall not hold the Bank liable for any loss, consequential or otherwise.

17. INDEMNITY FOR DELIVERY OF PREPAID CARD BY COURIER

Should you instruct Fidelity Bank to deliver the Card to the address provided by you through courier, you undertake to indemnify the Bank from any harm, actions, proceedings, claims, loss, damage, costs or

CUSTOMER DECLARATION

I certify that I have read and understood and agree to be bound by;
 1. The Terms & Conditions governing the operation of this card
 2. The card tariff which has been explained to me.

I agree that the Terms and Conditions governing the card are subject to amendment, alteration, or modification from time to time and I undertake to be bound by same .

Customer Signature:

Date:

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FOR BANK USE ONLY

Card Reference Number:

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I CONFIRM THAT ALL APPLICABLE DOCUMENTS TO OBTAIN THE CARD HAVE BEEN RECEIVED FROM THE CUSTOMER.

Staff Name:

Branch:

Staff ID:

Staff Signature:

Primary RM Code / Name:

Secondary RM Code / Name:

BHE / FSA / DSE Code / Name: