



# *Platinum*

## GENERAL TERMS & CONDITIONS FOR MADURO & CUIREL'S BANK N.V. (MCB) AADVANTAGE VISA PLATINUM CREDIT CARD

**This Agreement is governed by the laws of the country in which the card is issued.** In this Agreement “you” and “your” refer to the main cardholder and include alternate cardholder(s) you name and authorize, unless otherwise mentioned. “We”, “our”, “us” and “the Bank” refer to Maduro & Curiel's Bank N.V.

If you keep or use your MCB AAdvantage Visa Platinum card, or if we provide you with a renewal or replacement card(s), it means that this Agreement is in force between you and the Bank. Your credit card application forms part of this Agreement.

### YOUR RIGHTS AND OBLIGATIONS

#### Using the card

You can use your MCB AAdvantage Visa Platinum card to buy goods and services (“purchases”) from affiliated businesses without using cash; affiliated businesses shall be identifiable as such by the Visa trademarks. By using the MCB AAdvantage Visa Platinum card, together with the Personal Identification Number (PIN), you can also obtain cash advances at any Automated Teller Machine (“ATM”) displaying the Visa/Plus logo. If the MCB AAdvantage Visa Platinum card is used to obtain cash advances either through an ATM or a Bank, you shall be charged a separate fee for each cash advance obtained. You may only use the MCB AAdvantage Visa Platinum card for legal and genuine transactions. You will give the Bank financial statements and information as the Bank may from time to time request to keep your file up to date. When you receive the MCB AAdvantage Visa Platinum card you must sign it immediately and take every reasonable precaution to keep it safe. We will not be liable if a merchant, a business or an ATM does not accept your MCB AAdvantage Visa Platinum card for any reason. Neither shall we be liable for goods delivered or services rendered by merchants.

#### Dealing with transactions in a foreign currency

The use of this MCB AAdvantage Visa Platinum card will always be subject to any statutory restrictions/regulations that the Central Bank of the country in which the MCB AAdvantage Visa Platinum card was issued or any other government or other authority may impose. You acknowledge and accept that any transaction, which the Bank considers to be in breach of any such statutory restrictions/regulations could be declined. The amount of any purchase(s) or cash advance(s), in any currency, will be billed and payable by you in US dollars. Conversion from a foreign currency to a local currency will be made by us at a rate of exchange determined by us on the date notification your purchase or cash advance is received and the relevant amount is charged to your account. In the case of withdrawals made in a foreign country by means of the MCB AAdvantage Visa Platinum card, the conditions in force in the country concerned shall also be applicable.

#### Repaying the amount you owe

When you use the MCB AAdvantage Visa Platinum card, and/or allow others to use it, you incur a debt. Interest, service charges, annual fees that we charge you under this Agreement, will be added by us to your debt and will form part of it. You agree to repay the debt to the Bank. You shall give the Bank an irrevocable authorization to debit the minimum payment due stated on your monthly statement. You ensure that sufficient funds are kept on account enabling endorsed slips to be effected.

#### Making a minimum monthly payment

If you do not repay your debt in full by the due date stipulated on your statement, you agree to make a minimum monthly payment. The minimum monthly payment will be five percent (5%) of the balance of your monthly statement, subject to a minimum amount of US\$50. Payments can be made at any branch of the Bank, or through any alternative payment channel offered by the Bank from time to time in the country in which the card was issued including the Bank's ATMs, and MCB@Home Internet Banking services.

#### Making payment when mail service is disrupted

Even when normal mail service is disrupted, you must continue to make payments. If appropriate, we will tell you where to do so, and where to pick up your statements, by advertising on radio or television or in the newspapers. Your statement will be deemed to have been delivered to you on the day it is available for you to pick up, whether or not you do so.

#### Additional cardholder services and benefits

You understand that additional services and benefits are available to you at no extra cost. **Further, you understand that the additional services and benefits available with the MCB AAdvantage Visa Platinum card may be governed by separate Agreements or authorizations by which you agree to be bound. You also understand that some of these services and benefits are supplied by firms independent of us and that we are not liable for them.**

#### Telling us about loss, theft or unauthorized use

You will inform us immediately by telephone and in writing about the loss, theft, or unauthorized use of your MCB AAdvantage Visa Platinum card or PIN. If you even suspect unauthorized use, you will let us know immediately. Until further notice such information shall be supplied to the Bank by telephone at (599-9)-466-0600 during regular hours, or to Visa International at 1-800-396-9665, and in writing to Maduro & Curiel's Bank N.V. BankCard Services P.O. Box 305, Curacao, Netherlands Antilles. If your MCB AAdvantage Visa Platinum card is lost or stolen you will be liable for all debt resulting from its use, until you have told us that it has been lost or stolen, unless you are registered for the MCB Fraud Protection Insurance Program, in which case all transactions made with your card during the 24 hours prior to you having reported your card lost or stolen, will be covered up to a maximum of \$5000 per year. If you have previously authorized someone to use your MCB AAdvantage Visa Platinum card, and have subsequently withdrawn your authorization, you will continue to be liable for all debts incurred by its use until it has been surrendered to the Bank.

#### Keeping your Personal Identification Number (PIN) confidential

You agree to keep your PIN separate from your MCB AAdvantage Visa Platinum card at all times. If you do not keep your PIN confidential, or if you keep your MCB AAdvantage Visa Platinum card and your PIN in a way that would enable someone else to see them together, you will be liable for all debt, including interest arising from their authorized use.

#### Changing your address

You, as the main cardholder, will inform us in writing if you change your address.

#### Telling us about errors in your statement

If your statement contains any errors, you must tell us within one month after the date the entry was made. If you do not receive your statement within 15 days of the date of the statement, you must inform us promptly in writing of such non-receipt. Unless we have received a notice of non-receipt, at the expiration of the 15 days, except as to any errors that have been notified to the Bank, it shall be settled conclusively between the Bank and you that the statement contains no errors. The instruction to reverse any entry shall not be on the grounds of any entitlement to compensation as against any affiliate business, which in the opinion of the cardholder or Account Holder can be invoked, in the relevant case.

#### Settling Disputes

The Bank shall not reverse the relevant entry before it has been proven that the debit entry made was incorrectly.

#### Canceling this Agreement

Unless you give notice of termination of the contract at least six weeks prior to the expiration date of your MCB AAdvantage Visa Platinum card, new MCB AAdvantage Visa Platinum cards shall be issued on your behalf a short time before expiration date upon which the annual charge shall be evidenced in the subsequent monthly statement, without you being entitled to a refund of the relevant amount to any extent. We shall reserve the right to disqualify, even without any reason, you from using the MCB AAdvantage Visa Platinum card and to block the renewal of such card. In such case, the MCB AAdvantage Visa Platinum card shall cease to be valid and you shall be under obligation to cut the MCB AAdvantage Visa Platinum card in half and to return both parts to the Bank without delay.

#### Not exceeding your credit limit

You shall confine use of the MCB AAdvantage Visa Platinum card to the limit assigned. Any amount over the assigned limit shall be due and an over-limit fee will be assessed.

#### Accepting our records

You agree to accept our records of a transaction as accurate unless you can provide contrary evidence that is satisfactory to us.

#### Being jointly and separately liable

You, together with your alternate cardholders, are jointly and separately liable for performing all obligations under this Agreement.

## OUR RIGHTS AND OBLIGATIONS

#### Telling you about interest rates, service charges and our annual fee

You are entitled to be informed about the interest rates, service charges and our annual fee. The annual fee will appear on your first monthly statement and is not refundable. In subsequent years, annual fees will be charged on the anniversary statement each year. If we change any of these rates or amounts, we will advise you 3 months in advance.

#### Applying your payments

We apply your payments first to any interest charges that we have billed, then, to any service charges, then, to any previously billed cash advances. Next we apply them to any billed purchases on which interest is payable and then to any unbilled cash advances. We then apply your payments to any unbilled purchases.

#### Settling invoices

The Bank shall settle all invoices (sales-slips) duly signed by the cardholder on his/her behalf.

#### Preparing and sending monthly statements

Monthly statements are only prepared on business days, so your monthly statement date may vary from month to month. We will send the main cardholder a statement specifying the sales-slips paid on behalf of the cardholder during the past month, other debits such as interest or service fees, together with withdrawals effected by the cardholder and give notice of the amount to be debited to the account of the main cardholder. All balances due are in United States Dollars. The monthly statement will also indicate the total credits applied to the MCB AAdvantage Visa Platinum account during the previous statement cycle.

#### Automated Teller Machines (ATMs), Tele-Banking and MCB@Home

The maximum amount you can withdraw each day as a cash advance from an ATM, and the available ATM services, may vary from time to time. We are not liable for any loss or damages you may suffer because of your use of an ATM or because of any failure to provide ATM, Telebanking MCB@Home services. We are not responsible for informing you of any mechanical failures of an ATM or for telling you when these are changed or withdrawn.

#### AAdvantage Program

Your MCB AAdvantage Visa Platinum card allows you the opportunity to earn AAdvantage miles for your purchases under the AAdvantage program of American Airlines. Each month, your American Airlines AAdvantage account will be credited with AAdvantage miles equivalent to the US dollar value of purchases posted to your MCB AAdvantage Visa Platinum card monthly statement less the US dollar value of purchases credited to your account on the same monthly statement. If purchases credited exceed purchases posted on your MCB AAdvantage Visa Platinum card monthly statement, no AAdvantage miles will be credited to your AAdvantage account. The excess purchase credits will be subtracted from purchases posted to subsequent statement(s) for the purpose of determining miles to be credited to your AAdvantage account. The MCB

AAdvantage Visa Platinum card is for personal use only, therefore the use of the MCB AAdvantage Visa Platinum card for commercial use does not entitle the cardholder to accumulate miles.

American Airlines and AAdvantage are registered trademarks of American Airlines Inc. You agree to be bound by the rules of the AAdvantage program in from time to time and you acknowledge having read these rules, a copy of which is available on request at any of our Branches. American Airlines may find it necessary to change AAdvantage program rules, regulations, travel awards and special offers at any time which may impact rules relating to earning miles, blackout dates and limited seating for travel awards. The Bank or American Airlines reserve the right to end the program with 6 months notice. AAdvantage travel awards, miles and special offers are subject to government regulations.

“Purchase Credit(s)” refer to purchase transactions posted to your account, which are subsequently reversed.

THE BANK MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE ABILITY OF AMERICAN AIRLINES TO HONOR THE AADVANTAGE MILES EARNED WITH YOUR MCB AADVANTAGE VISA PLATINUM CARD, AND IN NO EVENT SHALL THE BANK BE LIABLE FOR ANY LOSSES OR DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM AMERICAN AIRLINES' FAILURE TO HONOUR YOUR REQUEST WITH RESPECT TO SUCH AADVANTAGE MILES.

#### Requiring you to pay your total debt

We may require you or your estate to pay your total debt immediately if you do not carry out your obligations under this Agreement; if you become bankrupt or insolvent, or die, or upon legal attachment, levy or execution against you, your estate or your property; or if any card, or PIN is used contrary to this Agreement.

#### Payment of costs and expenses

In case of defaults on balance due or failure to duly indemnify the Bank, you are liable for all costs ensuing there from, including a minimum not amendable to judicial moderation charge due to extra-judicial costs and or collection charges of 20% of the total outstanding balance of the principal amount and late payment charges, interest, and all consequent legal fees and ramifications.

#### Unenforceability of certain parts of this Agreement

If any part of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired.

#### Giving you notice if we change this Agreement or the services we offer

We can unilaterally change this Agreement or the services that are available with this card, but we will give you timely notice in writing before we do so. Notice in writing to you about anything under this Agreement or any other matter relating to your card shall be deemed effected when we send you the information by telegram, fax transmission, or mail, or

hand deliver it, to the last address you gave us. When we give notice to the main cardholder, notice to alternate cardholders shall also be deemed effected.

#### Amendments to the Agreement

At all times, the text of this Agreement and any amendments which the Bank may introduce, shall be available for inspection at the offices of the Bank. You shall be considered to have agreed to any amendments made by the Bank, unless you notify the Bank of any objections you may have against the relevant amendments within four weeks after such person has been notified of the amendments.

#### Disclosure of information

- The Bank may disclose any information about you and your accounts:
- In response to credit inquiries generated as a result of credit applications made by you;
  - If the Bank in its discretion deems such disclosure necessary or desirable;
  - Pursuant to legal process or subpoena;
  - If disclosure is necessary to protect the Bank's interests.

By using the MCB AAdvantage Visa Platinum card, you consent to and authorize any such disclosure, and agree that the Bank shall not become liable by reason of giving of any such information or of it being inaccurate or incomplete.



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