

# Terms & Conditions

## UnionPay Dual Currency Prepaid Card USD|SRD

### 1 Definitions

In these Terms and Conditions, the following words shall have the following meanings, unless the context requires otherwise.

- **Account.** The Prepaid Account that is used to store the electronic money of a Prepaid Card.
- **Acquirer.** Members/Special Participants that conduct acquiring business through the UnionPay Network or by a UPI-consented network.
- **Agreement.** These Terms and Conditions including appendices and schedules attached to it.
- **ATM.** Automated Teller Machine.
- **ATM Withdrawal.** Withdrawal of funds from the ATM.
- **ATM Balance Inquiry.** Checking of the Card balance on the ATM.
- **Card.** The Prepaid Card that is issued by the Bank to the Cardholder.
- **Cardholder.** The person who has accepted these Terms and Conditions. The person can be a natural person, or a corporation to whom the Bank has issued the Card.
- **Chargeback.** The forced reversal of the First Presentment or Debit Adjustment.
- **Contactless Payment.** A payment made by placing the Card in close proximity to a payment device bearing the QuickPass logo using NFC technology.
- **Cross Border Transaction Fees.** A fee that is applied when the card is used outside of the issuing country or when purchasing from an international merchant online.
- **Debit Adjustment.** An adjustment where an Acquirer initiates a payment request to an Issuer because the Acquirer has a deficit in the original transaction, or the Credit Adjustment is incorrect.
- **E-Commerce.** An online payment made with the Card on a web shop.
- **Early Termination.** Cancelling the Card before the Expiration date.
- **Expiration Date.** The date that is embossed on the Card and on which the Card will cease to work.
- **Issuer.** Members/Special Participants that conduct issuing business through the UnionPay Network or by a UPI-consented network.
- **KYC.** Know Your Customer is a process used to verify the identity of customers, ensuring they are legitimate and preventing fraud and illegal activities.
- **Merchant.** An entity that accepts a UnionPay Card to sell goods or services.
- **One Time Password.** A 6-digit number that is sent to the mobile phone of the Cardholder to verify if the Cardholder is performing a transaction.
- **PIN.** A personal identification number used in conjunction with the card. This is a secured password consisting of a 6-digit number.
- **POS.** Point of Sale. Device used to process Card transactions.
- **POS Cancellation.** Cancelling of the purchase via POS terminal.
- **POS Purchase.** Make payments via a POS terminal.
- **POS Refund.** The merchant returns the paid amount to the account of the Cardholder.

- **Pre-Authorized Payments.** Approval by Issuer that a Card is active and has sufficient funds to perform a transaction.
- **Pre-Authorized Payment Cancellation.** Cancelling of the Pre-Authorization.
- **QuickPass.** The contactless payment solution of UnionPay.
- **Redemption fee.** A redemption fee is a charge you have to pay to access or withdraw the remaining money from your account after terminating an agreement.
- **The Bank.** The Southern Commercial Bank N.V., a company incorporated in Suriname with registered address 33 Tourtonnelaan, Paramaribo, Suriname.
- **Transaction.** Any use of the Card. Such as the purchases of goods or services effected using the Card.
- **Transaction currency.** The currency in which the transaction is performed.
- **UnionPay:** A payment scheme.

### 2 Acceptance of the Terms and Conditions

2.1 This document sets out the Terms and Conditions that apply to the Card. When the Cardholder receives the Card, the Cardholder will be required to accept and agree to these Terms and Conditions. By signing the 'Prepaid Card agreement' the Cardholder declares to be aware of the Terms and Conditions of the Dual Currency UnionPay Card and agrees to the applicability of this. Online terms and conditions can be accepted by the customer through a "click to agree" or "accept" button.

2.2 The Cards are issued by the Bank pursuant to a license from UnionPay International. At all times the Cards remain the property of the Bank.

2.3 Any appendices or schedules to these Terms and Conditions form part of this Agreement and will have effect as if set out in the body of this Agreement. Any reference to this Agreement includes the appendices or schedules.

### 3 Prepaid Cards

3.1 The Card is a payment instrument which may be used to pay for goods and services at participating Merchants that accept UnionPay cards. There must be sufficient funds on the Account to make a payment. As with any payment instrument, the Bank cannot guarantee that a Merchant will accept the Card. In case of uncertainty, check with the Merchant before attempting the transaction.

3.2 The Card is not a credit card. The Bank will not finance a purchase. The Cardholder must have sufficient funds on the Account to pay for each purchase, payment or cash withdrawal. The Card is intended for use as a means of payment. The Cardholder will not earn interest on the balance of the Account.

3.3 The Card is a Dual Currency Card. The first currency of the Card is the United States Dollar (USD); the second currency of the Card is the Surinamese Dollar (SRD). A maximum reload limit applies per currency and per card type. Each Card has two Prepaid Accounts of which one account is in USD and the other account is in SRD.

3.4 If the Cardholder performs a card transaction in a currency (the transaction currency) other than SRD, then UnionPay will convert the transaction amount to USD. The Bank has no influence on the conversion rate. Only if the transaction currency is SRD, then the Account in SRD is charged for the transaction.

3.5 The Card is non-transferrable and must be signed by the Cardholder immediately upon receipt of the Card. The Cardholder shall not permit any other person to make use of the Card. If this occurs, the Cardholder will be liable for all resulting transactions and any fees and losses incurred, even if the other person was a minor or did not comply with any limitations placed on their use of the Card.

3.6 The Card may not be sold, transferred, duplicated, modified, distributed, licensed and portrayed in any other way, or used in any way other than the Bank has intended for its use.

3.7 The Card has an accompanied PIN. The Cardholder is obliged to keep the PIN and the Card strictly personal. The PIN is always required to perform an ATM transaction.

3.8 The expiration date of the Card is printed on the face of the Card. The Card is valid until the last day of the month that is depicted on the Card. The Card is deemed expired after that date and the Cardholder is not able to use it further. The Cardholder may request a new Card. If there is a balance remaining on the expired card, an expired card management fee will be charged to the Account monthly.

3.9 Changes to the mobile number of the Cardholder must be reported to the Bank at the Cardholders earliest convenience. The mobile phone number is used for the One Time Password that might be necessary for an e-commerce transaction. UnionPay will send the One Time Password to the mobile phone number that is registered in the system. If the mobile number changes, the Cardholder must inform the Bank as soon as possible.

#### 4 Customer Due Diligence for purchase of Prepaid Cards

4.1 The Bank is required by law to hold certain information about the Cardholder. The Bank uses this information to administer the Account, and to help the Bank identify the Cardholder in the case the Card is lost or stolen. The Bank keeps this information as long as needed and for the purposes described. During the customer relationship, the bank may request additional information such as financials.

4.2 The Cardholder must be at least 21 years old unless the Bank provides notification otherwise. The Bank may require evidence of the Cardholder and of the address. The Bank may ask the Cardholder to provide some documentary evidence to prove this and/or the Bank may carry out checks on the Cardholder electronically.

4.3 The information the Cardholder provides to the Bank during the application for the Card or any time thereafter must be accurate and truthful. The Cardholder must ensure that the information that is provided is always accurate and up to date. The Bank shall not be liable for any loss arising out of the Cardholders failure to do so. The Bank reserves the right to ask the Cardholder at any time to confirm the accuracy of the information or to provide documents or other evidence to verify the information that is provided.

4.4 Communications to the Bank **excluding** Card locking and reporting of lost/ stolen Cards, must be made in writing or by e-mail, unless another means of communication has been expressly agreed with the Bank.

4.5 Acceptance of these Terms and Conditions will indicate to the Bank that the cardholder agrees to the measures described in this Agreement being undertaken.

#### 5 Fees and charges associated with the Prepaid Cards

5.1 The fees and charges associated with the Card form an integral part of these Terms and Conditions. These fees and charges are given in the Fee Structure on the website of the Bank or can be provided to the Cardholder upon request together with a copy of these Terms and Conditions by emailing Customer Service. Unless otherwise indicated, all fees and charges shall become applicable as of the date the Card is received by the Cardholder.

5.2 The Card makes a distinction between inner charges and outer charges. Inner charged fees are deducted from the Account balance. Card fees and Transaction fees are setup as Inner Charged. The Transaction fees will be charged when the transaction is executed. If the Account balance is insufficient to cover the fees, the Bank may refuse to execute the transaction. Outer Charged fees are not deducted from the Account balance and are paid by the Cardholder directly.

5.3 The deduction of fees cannot result in a negative Account balance. The Bank will attempt to collect the fees the moment there is a positive Account balance. The Cardholder is required to pay the fees by loading enough funds into the Account. Failure to do so is a breach of these Terms and Conditions. Payment of the fees is due immediately without notice; however, the Bank reserves the right at any time to send the Cardholder reminders to load funds. The Bank reserves the right to charge the Cardholder expenses the Bank has reasonably incurred in connection with any debt collection or enforcement efforts.

#### 6 How to use Prepaid Cards?

6.1 The Card may only be used by the Cardholder. Cards are non-transferable, and the Cardholder is not permitted to allow other persons to use the Card, for example by disclosing the PIN or allowing them to use the Card to purchase goods via the Internet. The Cardholder must sign the signature stripe located on the back.

6.2 Under normal circumstances, if any payment is attempted that exceeds the remaining value on the Account, the transaction will be declined. However, in certain circumstances, a transaction may take the Account into a negative balance. The Bank will deal with such instances on a case-by-case basis. But in the event that a transaction results in a negative balance on the Account, the Bank reserves the right to pursue the Cardholder for the outstanding amount. The Cardholder acknowledges their obligation to promptly settle any outstanding balances upon the Bank's request. Furthermore, the Cardholder authorizes the Bank to deduct the outstanding amount, in addition to associated fees and costs, from any future top-ups made to the Account. Until the Account is restored to good standing, the Bank retains the authority to restrict or suspend Card usage.

6.3 Normally, the Bank will be able to support transactions 24 hours per day, 365 days per year. However, the Bank cannot guarantee this will be the case, and in certain circumstances, for example a serious technical problem, the Bank may be unable to receive or complete transactions.

## **7 Lost, stolen and damaged Prepaid Cards**

7.1 The Cardholder will take reasonable care to keep the Card safe from loss, theft or misuse.

7.2 If the Card is lost, stolen or damaged, it must be reported through the Uni5Pay<sup>+</sup> App by conducting a “loss report” in the card menu and notify the Bank immediately by following the relevant instructions on the Website. Contact information is provided in article 9. The Bank will ask the Cardholder to provide the Card number and other information to verify the identity of the authorized Cardholder. Following satisfactory completion of the verification process, the Bank will then block any lost or stolen Card and cancel any damaged Prepaid Card to prevent further use.

7.3 After the Cardholder has notified the Bank of the loss, theft or risk of misuse, and providing that the Bank is able to identify the authorized Cardholder and satisfy certain security checks, the Bank may issue a replacement Prepaid Card to the Cardholder. The initial fee for the replacement of the card applies in the case the card is lost or stolen, see Fee Structure for details. These fees shall not apply if the Bank is legally responsible or answerable for the circumstances that led to the issuance of the replacement Prepaid Product.

## **8 Chargebacks**

The Cardholder can dispute a transaction by providing detailed reasons to the Bank. Submitting a chargeback request does not guarantee the Cardholder any specific rights or protections, meaning that while a chargeback request can be made for issues such as defective goods, non-received items, incorrect charges, or canceled payments, initiating a chargeback does not guarantee that the Cardholder will win the dispute and receive a refund. The outcome of the dispute is not assured, it depends on the specific case and the evidence provided during the dispute process. Additionally, chargeback request fees are non-refundable.

### **8.1 Timeframe for Disputes**

Chargeback requests will be accepted up to 30 days from the date that the Transaction appeared on the Account. It is crucial for the Cardholder to inform the Bank about disputed transactions as soon as possible.

### **8.2 Supporting Documents**

Any documents the Cardholder provides to support the dispute must be in English or accompanied with an English translation. These documents should clearly support the reason of dispute.

## **9 Customer Services**

9.1 The Bank is open on Business Days. Monday to Friday from 8:00 am to 3:30 pm; on Saturday from 8.00 am to 1.00 pm. During these hours the Bank will attempt to resolve all enquiries immediately, however, certain types of enquiries can only be resolved during normal business opening hours. Enquiries received after the business hours on a particular day will be treated as having arrived on the following Business Day.

9.2 The Bank can also be reached via Email: [customerservice@southcommbanknv.com](mailto:customerservice@southcommbanknv.com), Phone number: 597-474533 and WeChat ID: Southcomm.

## **10 Termination of the agreement**

10.1 The Card will expire on the Expiration Date of the Prepaid Card. On that date, the Prepaid Card will cease to function.

10.2 The Agreement will not be automatically renewed.

10.3 All fees and charges will be nonrefundable apart from those fees and charges that are levied by the Bank on a regular ongoing basis and paid in advance. The list of these fees and charges is set out in the Fee Structure and is also available on the Website.

10.4 The Cardholder may terminate this Agreement at any time by contacting Customer Service or otherwise writing to the Bank. Following termination of the Agreement the Cardholder may redeem the remaining balance of the Account subject to payment of the Redemption Fee stipulated in Fee Structure. The Bank will subsequently make an electronic transfer of the remaining Account balance to the Cardholder's bank account or pay the amount in cash.

10.5 Before the Cardholder can redeem any remaining funds on the Account, the Cardholder must provide the Bank the following information:

- The card number of the Card.
- Cardholder full name, email address and a contact phone number.
- A copy of a valid government-issued ID (e.g. passport or driver's license).
- The Bank Account details of a bank in Suriname including where the Cardholder would like the Bank to transfer the funds to.

10.6 The Bank may suspend or cancel the Card or terminate the Agreement:

- if the Cardholder breaches a part of this agreement, or repeatedly breaches the Agreement and fails to resolve the matter within 7 days or use the Card or any of its facilities in a manner that the Bank believes is fraudulent or unlawful.
- if the Cardholder acts in a manner that is threatening or abusive to the staff of the Bank.
- if the Cardholder fails to pay fees or charges that the Bank has incurred or fails to put right any shortfall.
- if the Bank reasonably believes or suspects the Card use may entail a risk of reputational damage for the Bank or may be linked to financial crime.
- if the Bank otherwise reasonably believes that the Cardholder has not complied with these Terms and Conditions.
- if the Bank reasonably suspects that an unauthorized or fraudulent use of the Card has occurred or that any of its security features has been compromised.

10.7 If the Card is suspended or cancelled, the Bank will notify the Cardholder in advance or as soon as practicable thereafter, unless doing so would be contrary to any applicable law or regulation or would jeopardize any fraud investigation. If the circumstances surrounding the suspension of the Card are resolved to the Banks reasonable satisfaction, the Card will be reactivated and available for use or replaced if necessary.

10.8 If the Card is cancelled or this Agreement is terminated or otherwise not renewed, the Cardholder will not be able to access the Account, but the Cardholder may withdraw any remaining funds by contacting Customer Service and requesting that the funds be sent to the Cardholder in a manner that is reasonably acceptable for the Bank.

10.9 If the Cardholder wishes to terminate this Agreement, all outstanding fees owed to the Bank must be fully paid by the Cardholder. In the case of early termination, the full annual fee of the current subscription year will be considered as part of the outstanding fees.

10.10 If the Card is expired, all outstanding fees owed to the Bank must be fully paid by the Cardholder.

## 11 Death of the client

11.1 The Bank shall be informed in writing of the death of the client as soon as possible. Until the bank is notified, it can still carry out tasks given by or on behalf of the Cardholder. The Bank can also continue to fulfill orders given before or shortly after being informed of the Cardholder's death if it is not possible for the Bank to prevent it.

11.2 After the death of the Cardholder, the Bank may require that the person claiming to be authorized to perform legal acts relating to the Cardholder's estate must submit a certificate of inheritance, issued by a competent notary, and/or other documents deemed acceptable by the Bank.

11.3 The Bank will follow the legal regulations in determining whether or not to provide information on actions and transactions prior to the client's decease.

## 12 Exclusion of liability of Southern Commercial Bank N.V.

The Bank shall under no condition be liable to the Cardholder in respect of all actions, claims, demands, proceedings, losses, damages, personal injury (including actual or perceived loss of reputation, defamation or the like), costs, charges and expenses whatsoever arising directly or indirectly out of:

- any use of the Card.
- the refusal by any person or Merchant establishments in accepting the card.
- any ATMs/POS terminals that malfunction or is otherwise out of order, and whether resulting in such terminal not accepting the card and/or PIN or otherwise.
- misuse or fraudulent use of the Card by any person including the Cardholder.
- any statement made by any person requesting to surrender/cancel the Card or any act performed by any person in conjunction thereto.
- handing over of the Card by the Cardholder to a person other than the designated employees of Southern Commercial Bank on its premises.
- the exercise by the Bank of its right to terminate any card.
- the repossession/cancellation of the Card and/or request for its return.
- decline of processing of the card and/or PIN due to non-compliance to applicable law, rules, or regulations in force from time to time.

## 13 Changing the Terms and Conditions

Southern Commercial Bank N.V. reserves the right to change these Terms and Conditions, features and benefits offered on the Card whenever deemed necessary. These changes will be communicated to the Cardholders at least 30 days in advance in any manner as it deems fit including without limitation by publication of such alteration in such places as the Bank considers appropriate. If the changes are unfavorable for the Cardholder compared to the

previous Terms and Conditions, the Cardholder reserves the right to exit the relationship after all outstanding fees owed to the Bank are fully paid. If the Cardholder continues to avail of the services rendered by the Bank through its card, he/she will be deemed to have agreed to the revised Terms & Conditions. The Cardholder shall be liable for all charges incurred and all other obligations under these revised Terms and Conditions. The latest terms and conditions, fees and charges are available on the website [www.scombank.sr](http://www.scombank.sr)

## 14 Privacy regulations and indemnification

The Bank recognizes national legal privacy regulations, but may, because of national, international and supranational applicable legal regulations be obliged to provide privacy data of the Cardholder to competent authorities and/or bodies. The client acknowledges this obligation of the Bank and indemnifies the Bank against all Consequences.

## 15 Applicable Law

These conditions and all rights above shall be governed by the Laws of the Republic of Suriname. Any dispute, controversy or claim arising out of or in connection with this Terms and Conditions shall be submitted to the competent courts in Paramaribo, Suriname.