



VISA Infinite®

Welcome to the  
world of infinite  
possibilities



**CAYMAN  
NATIONAL**





## The Visa Infinite® Card from Cayman National

Designed to pamper you with exceptional service and privileges to compliment your lifestyle!

Cayman National invites you to apply for your Visa Infinite® card today and experience the quality that the Visa® brand offers.



With an exclusive Cayman National Visa Infinite® Card you can expect more than the gold or platinum standard of card service. Wherever life takes you, you can rely on the Cayman National Visa Infinite Card to take you that extra mile.

## Exclusive Benefits

As a Visa Infinite® cardholder, possibilities abound. This unique status entitles you to exclusive benefits suitable only to your prominent lifestyle.

### Services:

- Visa® Customer Service Center
- Travel Assistance – Worldwide
- Emergency Services
- Card replacement in 24 hrs
- Cash advances in 24 hrs

### Protection:

- Travel Accident Insurance – USD 1,500,000
- Auto-rental Insurance – Worldwide – No limit for losses
- International Emergency Medical Services – USD 200,000
- Lost and Delayed Luggages – USD 3,000 and USD 600
- Extended Warranty – USD 25,000
- Purchase Protection – USD 20,000
- Price Protection – USD 4,000
- Cancelled Trip – USD 3,000
- Missed Connection – USD 300
- Travel Delay – USD 300
- Insured Journey – USD 50,000

### Lifestyle:

- Visa Rewards
- Visa Infinite® Concierge – Worldwide
- Infinite Privileges – Exclusive discounts
- Exclusive Website
- Visa® Luxury Hotel Collection





## Infinite Rewards

The Infinite Rewards program is designed especially with you in mind and eliminates the hassle of restrictions and limitations as with other programs. The points you earn will allow you to obtain valuable rewards, such as:

- No restrictions on airline travel! Fly to any destination on an airline of your choice!
- Stay at some of the world's most intriguing hotels and prestigious properties.





## Important Contacts

Cayman National Infinite Support: 1 345 946 4000

Visa Infinite Customer Support: 1 800 396 9665

Visa Worldwide (Call Collect): 1 303 967 1098

Visa Concierge [concierge.rla@ap-visa.com](mailto:concierge.rla@ap-visa.com)

Visa Infinite Website: [www.visa-infinite.com/ky-cnb/](http://www.visa-infinite.com/ky-cnb/)

Cayman National Website: [www.caymannational.com](http://www.caymannational.com)

# Cayman National Visa Infinite® Credit Card Agreement

The Cayman National Visa Infinite Credit Card Agreement (“Agreement”) governs the use of the Cayman National Visa Infinite Credit Card. Cardholders should read it carefully and retain the Agreement.

## 1. DEFINITIONS

“**Account**” means the Cayman National Visa Infinite account that the Principal Cardholder opened to which all Debt is charged.

“**Affiliate**” includes any other company that has Cayman National Corporation Ltd. as a shareholder (being the parent company of Cayman National Bank Ltd.).

“**ATM**” means an Automated Teller Machine.

“**Card**” means the Visa Infinite Credit Card, issued by Cayman National.

“**Cardholder(s)**” means either or both of the Principal Cardholder and/or any Supplementary Cardholders.

“**Cash Advance**” means a cash loan charged to the Account.

“**Cayman National**” means Cayman National Bank Ltd.

“**Credit Limit**” means the amount of the credit facility extended to the Principal Cardholder as determined by Cayman National and notified to the Principal Cardholder from time to time.

“**Debt**” means the purchase price of goods and services, the amount of Cash Advances and all other amounts payable under this Agreement.

“**List of Service Fees**” means the list of Service Fees, as published by Cayman National and amended from time to time.

“**Principal Cardholder**” means the person responsible for the Account and liable for all Debt.

“**PIN**” means the Personal Identification Number that the Cardholder enters into an ATM or Point of Sale device.

“**Program Terms and Conditions**” means the Visa Rewards Consumer and Commercial Cards Terms and Conditions, available at [www.visa-infinite.com/ky-cnb/](http://www.visa-infinite.com/ky-cnb/) or from Cayman National, as amended.

“**Purchase**” includes any purchase of goods or services paid for by a Card.

“**Service Fees**” includes all applicable fees on Cayman National’s List of Service Fees.

“**Supplementary Cardholder**” means any other person the Principal Cardholder authorises to have a Card issued on the Account, and for which the Principal Cardholder remains responsible.

“**Unauthenticated Instruction**” means any communication Cayman National reasonably believes originates from the Principal Cardholder, whether by way of telephone, fax, email or internet transmission.

“**Visa Rewards Program**” is the Visa Rewards loyalty program, created and managed by Visa International, as amended and made available to the Account.

## 2. GENERAL

- 2.1 Use of the Card constitutes acceptance of this Agreement, as may be amended.
- 2.2 This Agreement is in addition to any other agreements, or terms and conditions for services that the Cardholders may have with Cayman National at present, or in the future. If there is a conflict between this Agreement and any other agreement or other terms and conditions, this Agreement governs to the extent of the conflict.
- 2.3 Cardholders agree to provide Cayman National with such information and documents as Cayman National may require from time to time.

## 3. USE OF CARDS

- 3.1 Each Cardholder must ensure that each Card is signed immediately upon receipt and will take every reasonable precaution to keep it safe. Cardholders agree to activate each Card upon receipt before commencing any Card use. By activating and using a Card (whether issued to a Principal or Supplementary Cardholder), the Principal Cardholder thereby authorises Cayman National to accept and process all transactions in accordance with this Agreement.
- 3.2 The Card(s) are the property of Cayman National and must be returned upon request.
- 3.3 Cardholders may use the Card wherever it is accepted, to buy goods or services and for other purposes Cayman National may authorise from time to time. Cardholders may obtain Cash Advances from financial institutions that accept the Card. Cardholders may also obtain Cash Advances, by using the Card, together with the PIN assigned to the Cardholder or that the Cardholder has chosen, at any ATM displaying the relevant Visa® or PLUS® logo as applicable.
- 3.4 Cayman National will not be liable if a merchant, a business or an ATM does not accept the Card for any reason.
- 3.5 Cardholders may only use the Card for legal and genuine transactions.
- 3.6 The use of the Card will always be subject to any statutory restrictions and/or regulations that any other regulatory authority or relevant Card association may impose. Each Cardholder acknowledges and accepts that any transaction that Cayman National considers to be in breach of such restrictions, regulations or procedures may be declined.
- 3.7 Cardholders must not use the Card:
  - a) before or after the period for which the Card is valid;
  - b) after Cayman National has notified the Cardholder that the Card has been suspended, withdrawn, or restricted;
  - c) if Cayman National receives notice of the loss, theft or possible misuse of the Card; or
  - d) if Cayman National otherwise terminates or withdraws the privilege of using the Card.
- 3.8 If at any time considered necessary, Cayman National may, without notice:
  - a) refuse to authorise a transaction;
  - b) cancel or suspend the right to use the Card or Account entirely or in respect of specific functions;
  - c) refuse to re-issue, renew or replace any Card without affecting Cardholders’ outstanding obligations under this Agreement, which shall remain in force.

- 3.9 The Account operates in USD (United States Dollars). All transactions not entered in USD are automatically converted by Visa into USD at the exchange rate in effect on the posting date.

#### **4. AUTOMATED TELLER MACHINES (ATMs)**

- 4.1 The amount Cardholders can withdraw each day as a Cash Advance from an ATM, and the available ATM services, may vary from time to time. Each ATM or financial institution may establish its own limits for one-time, daily, or weekly cash disbursements.
- 4.2 Cayman National is not liable for any losses or damages Cardholders may suffer because of Cardholders' use of an ATM or because of any failure to provide ATM services. Cayman National is not responsible for informing Cardholders of any mechanical failures of an ATM or for informing Cardholders when these services are changed or withdrawn.

#### **5. CONFIDENTIALITY OF PERSONAL IDENTIFICATION NUMBER (PIN)**

- 5.1 Each Cardholder must memorise and keep his or her own PIN confidential and not disclose it to anyone or write it down in a manner which could be understood by someone else.
- 5.2 The Principal Cardholder confirms that if any Cardholder does not keep the PIN confidential or if any Cardholder keeps the Card and PIN in a way that would enable someone else to use them together, the Principal Cardholder will be liable for all Debt, including interest and charges arising from the unauthorised use.

#### **6. LIABILITY FOR DEBT**

- 6.1 The Principal Cardholder is liable for all Debt (including Debt incurred by each Supplementary Cardholder and any excess above the Credit Limit), plus any Finance Charges and Service Fees that Cayman National may charge, which also form part of the Debt. The Principal Cardholder unconditionally agrees to repay all the Debt to Cayman National.
- 6.2 If any Cardholder signs a sales or Cash Advance draft or gives the Card number to make a Purchase or obtain a Cash Advance without presenting the Card (such as for a mail order, telephone or internet purchase), the legal effect shall be the same as if the Card was used by the Cardholder and a sales or Cash Advance draft had been signed by the Cardholder.
- 6.3 On the Principal Cardholder's death or upon account closure for any other reason, his or her obligations will continue until Cayman National is paid in full and the Card is returned and destroyed. Any Supplementary Cardholder(s) will also immediately cease to use the Card and return it to Cayman National.
- 6.4 The Principal Cardholder or his or her estate will become liable to pay the Cardholder's total Debt immediately, without any notice or demand from Cayman National, if:
- any Cardholder does not carry out any of his/her obligations under this Agreement;
  - the Principal Cardholder becomes bankrupt or insolvent, dies, or upon any legal attachment, levy or execution against the Principal Cardholder, his or her estate or his or her property; or
  - any Card or PIN is used contrary to this Agreement.

- 6.5 The Principal Cardholder authorises Cayman National to charge or set-off any other account of the Principal Cardholder held by Cayman National or an Affiliate for any amounts due under this Agreement, notwithstanding that all or part of the funds held to the Principal Cardholder's credit may have been deposited for a fixed period which may not have expired, or is in a different currency.

#### **7. CREDIT LIMIT**

- 7.1 The Credit Limit appears on the Cardholder's welcome letter and on the Cardholder's monthly Account statement. Cayman National may review the Account and increase or decrease the Credit Limit without prior notice, based on overall Account performance and credit adjudication.
- 7.2 Cayman National may, but is not required to, permit the Debt to exceed the total Credit Limit established from time to time. As provided in the List of Service Fees, Cayman National will charge the Account an Over Limit Fee for the excess on the day the Account exceeds the Credit Limit and on each statement date until the excess is repaid.

#### **8. ACCOUNT VERIFICATION**

- 8.1 Account statements are prepared and presented or made available to the Principal Cardholder monthly. The Principal Cardholder agrees to accept Cayman National's records of a transaction as accurate unless the Principal Cardholder provides contrary evidence that is satisfactory to Cayman National. The Principal Cardholder must promptly examine all Account statements for each transaction recorded in the statement. The Principal Cardholder must notify Cayman National in writing of any errors, omissions or objections to the statement, transactions, and balances for the Account within 15 days from each Account statement date. If the Principal Cardholder does not notify Cayman National as required, Cayman National deems the statement's transactions and balances as complete, correct and binding on the Principal Cardholder, and Cayman National will be released from all claims by the Principal Cardholder in respect of those statements.

#### **9. MERCHANT DISPUTES OR DEALINGS**

- 9.1 Cardholders must attempt to settle all claims and disputes regarding any transaction or any credit voucher issued by a merchant directly with the merchant or business concerned before filing a dispute with Cayman National. Disputes relating to transactions should be accompanied by documents proving the Principal Cardholder attempted to resolve the matter with the merchant and was unsuccessful. Any claims filed with Cayman National 30 days beyond the statement date may not be considered.
- 9.2 Cayman National is not responsible or liable for any problem or issue related to any goods or services that were purchased with the Card. Any dispute that a Cardholder has with a merchant does not affect the Principal Cardholder's obligation to pay Cayman National the full amount that has been charged to the Account.
- 9.3 Cayman National will credit the Account with any amount that has been refunded by a merchant, but the Principal Cardholder remains liable for any Finance Charges incurred and/or differences in exchange rates.

## Cayman National Visa Infinite® Credit Card Agreement *(continued)*

- 9.4 The Principal Cardholder agrees to indemnify Cayman National in respect of any and all claims or losses arising from any dispute with or by the Principal Cardholder and any merchant.
- 9.5 Cardholders are responsible for providing a merchant with adequate, correct and up-to-date information for any pre-authorized payment transactions charged to a Card, including advising a merchant if a Card number or expiry date changes. Cayman National is not liable if any pre-authorized payment transactions cannot be charged to a Card. Each Cardholder must contact relevant merchants to discontinue any pre-authorized payment transactions and then verify such transactions have been discontinued.

### 10. PAYMENTS

- 10.1 Purchases and Cash Advances are payable by the payment due date shown on the monthly Account statement, by:
- paying the outstanding balance shown on the statement; or
  - paying the minimum payment shown on the statement; or
  - paying an amount greater than the minimum payment but less than the outstanding balance.
- 10.2 In the normal course, the Principal Cardholder will have a deposit account at Cayman National, which can be used to make payments to the Account. Payments to credit the Account may also be made at any Customer Service Centre of Cayman National, or through any alternative payment channel offered by Cayman National from time to time, including Cayman National ATMs or online banking.
- 10.3 If a payment is made by cheque or other instrument, the Account will not be credited until Cayman National receives settlement from the relevant bank (which may take at least three business days). Payments made by way of cheque or bank draft drawn on a bank outside the Cayman Islands may not be accepted.
- 10.4 If, for any reason, the Principal Cardholder does not receive the monthly Account statement, the Principal Cardholder is nevertheless obligated to pay at least the minimum payment by the relevant due date. In order to determine the amounts to be paid, the Principal Cardholder must contact one of Cayman National's Customer Service Centres, Cayman National's Customer Support or online banking to obtain any payment information. Late payment or non-payment will result in the imposition of Service Fees or other actions in accordance with this Agreement.
- 10.5 Failure to make two consecutive minimum monthly payments will, at minimum, result in the suspension of the Account until such time as all outstanding payments are paid.

### 11. FEES AND CHARGES

- 11.1 Cayman National will assess fees as established in the List of Service Fees.
- 11.2 No Finance Charge will be assessed on new Purchase(s) if they are paid for in full by the payment date shown on the statement and if any previous balance was paid for in full by the required date.
- 11.3 Cayman National assesses a Finance Charge on Cash Advances from the date that the Cash Advance is made until it is repaid.
- 11.4 If Cayman National has not received the outstanding balance in full by the payment due date in respect of any Purchase, Cayman National will assess a Finance Charge from the relevant transaction date(s) until it is paid in full.
- 11.5 The Finance Charge may vary, and is disclosed in the monthly statement.
- 11.6 If the calculated Finance Charge is less than US\$5.00, a minimum of US\$5.00 will be charged, as may be amended in the List of Service Fees.
- 11.7 If Cayman National does not receive the minimum monthly payment as shown on the monthly statement, in addition to the Finance Charge or any other charges, Cayman National levies a Late Payment Fee of US\$45.00, or as may be amended in the List of Service Fees.
- 11.8 The Principal Cardholder will be liable for all of Cayman National's costs and expenses (on a full indemnity basis) in collecting the Debt and all expenses incurred to take possession of the Card(s), including collection agent fees, bailiff fees, court costs, and legal fees and costs.

### 12. APPLICATION OF PAYMENTS

- 12.1 Cayman National applies payments to the Account to reduce the Debt in the following order:
- any Finance Charges, Late Payment Fees, or any other Service Fees outstanding, from oldest to most recent;
  - any Purchase transactions, from oldest to most recent; and then
  - any Cash Advances, from oldest to most recent.
- 12.2 A Cardholder may not deposit funds in excess of the full outstanding balance on the Account which will result in a credit balance, unless pre-approved by and subject to any terms Cayman National may issue in writing.

### 13. LOSS OR THEFT OF CARD

- 13.1 Cardholders must notify Cayman National immediately upon the loss, theft or suspicion of unauthorised use of the Card and/or PIN. Current phone numbers are published on the Cayman National website, [www.caymannational.com](http://www.caymannational.com), or the Cayman National Visa Infinite Card website [www.visa-infinite.com/ky-cnb/](http://www.visa-infinite.com/ky-cnb/). At the time of publication, phone numbers for the following apply: Cayman National Customer Support at 345.946.4000 or Visa at 1.800.396.9665 or call collect to 1.303.967.1098 outside the USA or Canada. Until Cayman National receives such notification, the Principal Cardholder remains completely liable for all Debt resulting from its use. Cayman National may take whatever steps it considers necessary in order to recover the Card including reporting the lost or stolen Card to the appropriate authorities.

#### 14. COMPROMISED CARDS

- 14.1 Cayman National may deactivate any Card at any time without prior notification if Cayman National detects any suspicious or unacceptable account activity or if the Account is deemed at risk of unauthorised use or has been compromised.

#### 15. CHANGE OF PRINCIPAL CARDHOLDER'S ACCOUNT INFORMATION

- 15.1 The Principal Cardholder must provide prompt written notice of any change to Cardholder Account information, including but not limited to: change of identification, change of name, change of mailing and/or residential address, change of citizenship, email address, telephone numbers, employment status or details, material change in financial position or change to any other reasonable due diligence documentation that Cayman National may hold.

#### 16. TERMINATION

- 16.1 The Principal Cardholder may cancel the Card(s) by so informing Cayman National in writing and returning the relevant Card(s).
- 16.2 Cayman National may terminate any Card or suspend the Account or restrict any Card at any time without notice if any Cardholder is in breach of this Agreement or if Cayman National receives information that causes it to believe any Cardholder will be in breach of this Agreement or that the Card or Cardholder was involved in fraud, or if the Principal Cardholder is in default with respect to any other loan arrangement, operation of bank account or use of any other product and/or service with Cayman National or its Affiliates.
- 16.3 Upon termination of any Card (and even if a Card is used after termination), Cayman National may:
- require that all Debt be paid immediately;
  - debit any bank account the Principal Cardholder has with Cayman National or an account with an Affiliate and apply the funds against the Debt;
  - hold the funds used to cash-secure the Account for a period of 30 days; and/or
  - take whatever steps Cayman National deems necessary to recover the Debt on the Account.

#### 17. LIMITATION OF LIABILITY

- 17.1 The Principal Cardholder agrees that Cayman National will not be liable for loss or damage (whether direct, consequential or loss of profit, data or interest, even if Cayman National knew that loss or damage was likely or the result of its negligence) suffered by any Cardholder arising out of this Agreement whatsoever, including but not limited to:
- any communication failure, error, malfunction or inaccessibility of any Card, ATM, Point of Sale device, transmission link, or other machine, computer, processor, or other equipment;
  - if for any reason a Card is not accepted;
  - if for any other reason a Cardholder cannot use the Account; or
  - any other action or inaction beyond Cayman National's control, including Force Majeure or an Act of God.

#### 18. CHANGES TO TERMS OF THE AGREEMENT

- 18.1 Cayman National may change this Agreement from time to time, by mailing a notice to the Principal Cardholder at the most recent address on file, by including a message on the monthly statement, or by making the updated Agreement available on the Cayman National website, or at any Cayman National Customer Service Centre.
- 18.2 None of the terms of this Agreement are guaranteed for any period of time, and all terms, including Service Fees, may change in accordance with this Agreement, a Cardholder's credit report or credit rating, market conditions, business strategies, applicable law, or for any other reason.

#### 19. COMMUNICATIONS

- 19.1 Unless the Principal Cardholder explicitly stipulates otherwise in writing, Cayman National may rely upon and is hereby authorised to receive and act upon an Unauthenticated Instruction. The Unauthenticated Instruction binds the Principal Cardholder to the same extent as if the communication were signed and presented to Cayman National as an original, except where Cayman National has been grossly negligent or acted with willful misconduct.
- 19.2 Cayman National may, in its sole discretion, choose to verify the authenticity of any Unauthenticated Instruction and request proof of identity and authority.
- 19.3 Whether or not Cayman National performs any such verification, the Principal Cardholder hereby releases, waives, holds harmless, and indemnifies Cayman National from and for any and all actions, claims, costs, demand, damages, expenses, losses and liabilities incurred or sustained if Cayman National acted, acted incorrectly, delayed in acting, or did not act on Unauthenticated Instructions, except where Cayman National has been grossly negligent or acted with willful misconduct.
- 19.4 Cardholders consent to an audio recording of any telephone call, and the keeping of a record of any electronic communication with Cayman National.

#### 20. INFORMATION

- 20.1 Cayman National may record and store all information relating to the Account in such form and by such means as Cayman National sees fit. Cardholders acknowledge that Cayman National is not required to retain or return original items (other than to retain and return to Cardholders the items normally returned in accordance with Cayman National's general practice).
- 20.2 Cayman National is not required to produce copies of any items or other documents if neither the originals nor any copies exist at the time a request is processed. The Principal Cardholder remains responsible for applicable charges for any searches or production request, for which Cayman National may require payment in advance.

## Cayman National Visa Infinite® Credit Card Agreement *(continued)*

### 21. DATA PROCESSING

- 21.1 Cayman National may use the services of any Affiliate or any electronic data processing service or storage business with whom it may contract. Each Cardholder consents to Cayman National's use of and providing all relevant data to such Affiliate or electronic data processing service or storage business, subject to applicable confidentiality terms. Cayman National is not liable to any Cardholder for any act, delay, or omission of any such Affiliate or electronic data processing service or storage business.

### 22. DISCLOSURE OF INFORMATION

- 22.1 By using the Card, each Cardholder consents to and authorises Cayman National to hold and process electronically or disclose information as follows:
- Cayman National may exchange information concerning any Cardholder's credit history, income, employment, or other financial information in order to process, approve or decline a Cardholder's application, service the Account and/or manage the relationship with Cardholders, with other agents, including but not limited to any Affiliate, contractors, card issuers, card processors, credit reference agencies, or other financial institutions, subject always to confidentiality obligations that are similar to those owed by Cayman National to Cardholders;
  - Cayman National may disclose information about a Cardholder or the Account pursuant to any proper legal process, order, regulation, or subpoena;
  - Cayman National may disclose information about a Cardholder or the Account if disclosure is necessary to protect Cayman National's interests.

### 23. ANTI-MONEY LAUNDERING AND COUNTER TERRORISM FINANCING

- 23.1 Each Cardholder acknowledges that Cayman National acts in accordance with its policies and procedures, the laws, regulations, and guidance of the Cayman Islands (and the other jurisdictions in which it operates) relating to the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions. Cayman National may take, and may instruct its Affiliates to take any action which, in its sole absolute discretion, considers appropriate to comply with any such policies and procedures, laws and regulations, and guidance. Such action may include but is not limited to: the interception, investigation, reporting of any payment messages and other information or instructions sent to or via Cayman National; making further enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity; and reporting or disclosure of documents and information to any court or regulatory authority that has jurisdiction over Cayman National.
- 23.2 Under the laws of certain countries or jurisdictions, some persons may be required to report or comply with obligations imposed by such jurisdictions, including but not limited to, laws and regulations in respect of tax, foreign exchange control, and restriction on trade. As a condition of opening and

maintaining the Account with Cayman National and the issuance of any Card(s), each Cardholder specifically acknowledges and agrees that he or she does and will comply with any and all such relevant obligations. Upon breach of this condition, Cayman National may close the Account, terminate a relationship with a Cardholder, report to a relevant authority, and may take any other steps it views as necessary. The Principal Cardholder further agrees to fully indemnify Cayman National for any losses, damages, or costs, incurred as a result of a Cardholder's breach of this condition.

### 24. VISA INFINITE REWARDS

- 24.1 The Account participates in the Visa Rewards Program, which is managed by Visa. The Program Terms and Conditions establish the rules and procedures for participation in the Visa Rewards Program. Cayman National creates a Program Account (as defined in the Program's Terms and Conditions) for each Account in good standing.
- 24.2 The Program's Terms and Conditions are separate from this Agreement and any other agreements, or terms and conditions for services that the Cardholders may have with Cayman National at present, or in the future. If there is a conflict between the Program's Terms and Conditions and this Agreement, this Agreement governs to the extent of the conflict. In particular, without restricting any other difference or limitation, the Program's Terms and Conditions are hereby amended as follows:
- If the Account is delinquent by more than 59 days, no points may be redeemed until the Account is in good standing;
  - If the Account is delinquent by more than 89 days, all points accumulated in the Rewards Program are forfeited;
  - Points earned will be posted to the Rewards Program account within 30 days of the end of the billing cycle. Once posted, the points will be available for immediate redemption;
  - All points will expire on 31 December of the third year after the date they were obtained through an eligible purchase;
  - If the Account is closed, all remaining points in the Rewards Program are forfeited.

Information regarding the Rewards Program, Account history, point balance or point redemption may be obtained by the Cardholder by contacting Cayman National at 345 946 4000 or referring to the Visa Infinite or Visa Infinite Rewards websites at [www.visa-infinite.com/ky-cnb/infinite-rewards.aspx](http://www.visa-infinite.com/ky-cnb/infinite-rewards.aspx) or [www.visa-infinite.com/ky-cnb/](http://www.visa-infinite.com/ky-cnb/).

- 24.3 The goods and services of the Visa Infinite Rewards Program are supplied by businesses independent of Cayman National. Cayman National has no responsibility or liability in respect of any such goods and services, or the operation of the Visa Infinite Rewards Program itself.

### 25. GOVERNING LAW

- 25.1 This Agreement will be governed by and interpreted in accordance with the laws of the Cayman Islands, and the parties agree to submit all disputes to the exclusive jurisdiction of the courts of the Cayman Islands.
- 25.2 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.



## Visa Rewards Consumer and Commercial Cards Terms and Conditions

Visa Rewards ("Program") is a loyalty program available to the holder of a Visa card ("you" or the "Cardholder") issued by a Visa member financial institution in the Latin America and Caribbean Region, as defined by Visa International Service Association and its affiliates ("Visa") and made available to the Cardholder by your Issuer ("Issuer"). Under the Program, you will earn points every time you make a purchase according to the parameters established by your Issuer with an eligible Visa card that has been enrolled in the Program. You can use these points to obtain merchandise, hotel stays, car rental, cruises and/or air travel tickets rewards (referred to generally as "Rewards"). By participating in the Program, you are agreeing to be bound by the following terms and conditions. In addition to these terms and conditions, your card agreement (the "Card Agreement") with your Issuer relating to your use of your Visa card shall also continue to govern your use of your Visa card and the Program. In the event of a conflict between the Card Agreement and these terms and conditions, these terms and conditions shall govern in any matter relating to the Program.

### Changes to the Program

We ("Issuer" and "Visa") may modify, restrict or change the Program at any time. These changes may include (but are not limited to) changing the number of Reward Points you earn for a particular type of activity or the number of Reward Points you need to reach a particular Reward tier or to redeem a particular Reward; omitting or adding Reward levels or categories; changing the selection of Rewards; imposing, increasing or eliminating Reward Points caps or Program fees; or changing the conditions under which Reward Points expire or are forfeited. We will notify you of material changes to Program terms and conditions and, unless you decide to terminate your Program participation, you will be bound by the revised terms and conditions. Visa reserves the right to cancel the Program at any time, and your Issuer reserves the right to cancel its participation in the Program at any time. This may result in the cancellation of any existing Reward Point balance for which neither Visa or the Issuer shall be liable.

Visa reserves the right to modify or cancel any Reward, and to modify the Program's terms and conditions at any time. The participation of affiliated merchants in the Program (for example, hotels, car rental companies, airlines and others) is subject to change at any time, with or without notice. Published Reward Point levels are also subject to change due to fluctuations in currency exchange rates, customs charges, taxes, charges and fees imposed by governments, and fuel surcharges.

### Eligibility

Visa cards issued by Issuers licensed by Visa to operate in a territory in the Latin America and Caribbean Region and in good standing may be eligible to participate in the Program. We reserve the right to determine in our sole discretion whether a particular Visa card or Cardholder is eligible to participate in the Program.

### Enrollment and Fees

To participate in the Program, your Issuer must first enroll you and establish a Program account ("Program Account").

Once you have enrolled successfully, your Issuer will provide you a Personal ID that is required to access the Program via the Website or telephone. It is your responsibility to keep your Personal ID and password safe and known only to you and to restrict access to any mobile phone number and/or e-mail address registered with the Program. You are solely responsible for all redemption activity in your Program Account.

Visa will not charge you any fees to enroll or participate in the Program. Any fees for participation in the Program, if applicable, would be established by your Issuer. These terms could include how and when the fee is charged, whether the fee covers a different period; refund policy if participation is cancelled; notice of subsequent period billing; fee for negative point balance, etc.

Please be aware that if you elect to participate in any Program services offered via a mobile device, your wireless provider's message and data rates may apply and you are responsible to your wireless provider for any such charges.

### Qualifying Purchases

Only Qualifying Purchases with the Visa card enrolled in the Program can earn points. A "Qualifying Purchase" is any type of purchase transaction, whether it is performed at a physical merchant location, online or internet purchases, phone or mail order purchases, bill payments, contactless purchases, or any other type of purchase transaction. Payments of existing card balances, balance transfers, cash advances, cash withdrawals of any kind, card fees, currency conversion fees, transaction fees, insurance fees, returned items for which a credit was issued, purchases that for any reason are in violation of the law or the Card Agreement, unauthorized charges and other types of fees are not Qualifying Purchases. In addition to these, your Issuer may provide additional categories of "Qualifying Purchases"; please check the terms and conditions provided to you by your Issuer. Visa, at its exclusive discretion, may modify the list of Qualifying Purchases from time to time.

### Reward Points

The Program is based on a points system that allows you to earn one point for each dollar or eligible equivalent amount in local currency charged to your Visa card for Qualifying Purchases (each a "Reward Point"), provided your Visa card account is current. The Issuer which issued the Visa card will determine, at its exclusive discretion, whether or not your Visa card account is current to earn Reward Points.

Reward Points are not your property. Reward Points are value only to redeem individual Rewards by the Cardholder. Reward Points have no cash or other value, except to redeem Rewards by the Cardholder on the Program Account. You may not sell Reward Points, sell your Program Account or transfer your Program Account. If your Issuer allows it, you may transfer Reward Points and/or purchase Reward Points through charges to the Visa card associated with the Program Account. If the Visa card associated with your Program Account is a commercial or business product issued to you in your capacity as an employee or contractor, you, and not your company, will receive the Reward Points and be eligible to redeem them for Rewards.

Qualifying Purchase amounts, including tax, will be rounded to the nearest whole dollar amount to determine the number of Reward Points to be posted to your Program Account. Reward Points for Qualifying Purchases posted during a calendar month shall be eligible for immediate redemption. Any returns, credits, or chargebacks earn “negative” Reward Points; such “negative” Reward Points will reduce the total Reward Points posted to the Program Account. Occasionally, the Issuer may authorize an adjustment to your Rewards Point balance. These adjustments can be positive or negative.

If Visa or your Issuer improperly deny or fail to credit Reward Points duly earned by you for Qualifying Purchases or any other Program Benefit, your exclusive remedy will be the issuance of the improperly denied Reward Points, Reward or benefit if available, or such other alternative comparable benefit as determined by Visa or the Issuer. In no event will Visa or the Issuer be liable to any Program participant or anyone claiming through a Program participant for any direct, indirect or consequential damages, or lost revenue or profits, arising out of Visa’s or the Issuer’s acts or omissions in connection with the Program. If more than one card was issued in the card account (additional cards), your Issuer will determine the Program Account or Program Accounts in which the Reward Points will accumulate. If you have more than one Visa account, each account will earn Reward Points individually.

## Redemption

You, or a person you’ve duly authorized, may redeem Reward Points at any time. Only you or a person you’ve authorized may access Program Account information.

You can view your Program Account Reward Point balance and online redemption activity at any time online at: [www.visa.com/lacrewards](http://www.visa.com/lacrewards) (the “Website”). You can inquire about your Reward Point balance, points earning and online and offline redemption activity by calling 1-800-396-9665 from the USA or 303-967-1098 collect call via the international operator.

Reward Points are redeemed on a “first-in, first-out” basis such that the first Reward Points earned will be the first Reward Points redeemed over the life of your Program Account. Once a redemption order is placed, your Program Account will be reduced by the number of Reward Points used to acquire the Reward. If the Reward order is cancelled or the Reward item becomes unavailable (and there is no substitute Reward available), the Reward Points will be reinstated and you will be notified of the cancelled Reward order.

Rewards (this section is only applicable to Rewards managed by Visa; for Issuer Rewards, please see below)

All Rewards are subject to availability and have no cash value. For more availability, please provide at least 5 days advance notice for airline, hotel and car rental reservations and 15 days advance notice for cruise or travel package reservations. Rewards are void where prohibited by applicable law. Each Reward will be subject to terms and conditions specific to the Reward that will be provided to you in conjunction with the Reward. These terms and conditions may address such matters as the expiration date of the Reward; anticipated shipping time for the Reward; the purchase or other requirements to obtain or use the Reward; any warranties for the Reward; or any other limitations or restrictions on obtaining, retaining or using the Reward. Neither your Issuer nor Visa is liable to you if a Reward expires prior to your use of the Reward. An expired Reward will no longer be available for use or redemption. You are solely responsible for reviewing and understanding the terms and conditions applicable to the Reward.

Once a Reward is issued, redemption is considered final; no changes will be accepted and Reward Points are not reimbursable. Once redeemed, Rewards may not be replaced, reimbursed or exchanged for cash, credit or other Rewards under any circumstances. The Issuer, Visa, and participating merchants shall not be responsible for replacing lost, stolen or damaged Rewards.

All Reward reservations are subject to availability and must be booked through the Program administrator by calling 1-800-396-9665 from the USA or 303-967-1098 collect call via the international operator or via the Website’s online redemption system at: [www.visa.com/lacrewards](http://www.visa.com/lacrewards). No other reservations will be accepted. You must accept or reject any quotation provided by the Program administrator by the response date and time indicated on the quotation or the Website’s online redemption tool, otherwise the quotation, along with any reservation already made, will be cancelled, and the related Reward forfeited. If you choose to make arrangements additional to those provided by the Reward, you are exclusively responsible for those arrangements, including but not limited to any costs associated with the additional arrangements or impact those arrangements have on the Reward and/or your ability to exercise the Reward. If a merchant imposes a charge for cancellation or changes, you will pay said charges and may not do so using Reward Points.

You are solely responsible for obtaining the proper documentation, visas, immigration documents, or any type of service to fill out and submit forms required by the authorities in each country. You are solely responsible for obtaining and maintaining in your possession valid proof of citizenship or naturalization, immunization certificates and/or visas required to travel or enter another country.

Travel-related Rewards will be treated as if purchased with the Visa card associated with your Program Account such that benefits (including but not limited to travel accident or loss of vehicle insurance, if applicable) available to you for purchases with your Visa card will apply to Rewards so long as all taxes, charges and/or fees charged to you in connection with your redemption and/or utilization of the Reward are paid for in full with your Visa card. You are solely responsible for reading and understanding the terms and conditions applicable to those benefits to maintain your eligibility in connection with the Reward. For any questions regarding the benefits available to you, please call the customer service telephone number indicated on the reverse of your Visa card.

## Issuer Rewards

Visa provides your Issuer the alternative to make offers managed by the Issuer available for redemption through the Website with your Reward Points (the “Issuer Rewards”). Issuer Rewards will be clearly marked on the Website and are subject to the terms and conditions established by your Issuer. Your Issuer is solely responsible for all aspects of the Issuer Reward, including but not limited to the content of the Issuer Reward displayed on the Website, the Issuer Reward terms and conditions, redeeming the Issuer Reward, and any customer service associated with the Issuer Reward. Visa bears no liability for the offer, redemption or usage of Issuer Rewards. Please contact your Issuer for further information regarding redeeming Issuer Rewards.

## Forfeiture of Reward Points

Your positive Reward Point balance will be forfeited if your Visa card account is closed by you or by your Issuer, if your Program Account is terminated by your Issuer (we will determine in our sole discretion what is a closed card account or a terminated Program Account for this purpose) or upon death. You may not be provided with notice of expiration or forfeiture of Reward Points. Any fraud or abuse relating to the accumulation of Reward Points or redemption of Rewards will result in the annulment of all Reward Points earned under the Program, as well as in the immediate cancellation of the Program Account.

## Visa Rewards Consumer and Commercial Cards Terms and Conditions (continued)

### Expiration of Reward Points

When the Issuer elects to allow Reward Points to expire in your Program Account, the Reward Points will expire on December 31 of the expiration year calculated after the date the Reward Points were obtained through a Qualifying Purchase. The Issuer will decide the expiration years for the Reward Points.

You are not entitled to compensation from the Issuer, from Visa or from any other entity when your Reward Points expire or if they are forfeited for any reason.

### Rewards Delivery

There may be shipping or handling fee for delivery of the Rewards. Rewards generally will be sent within two to six weeks of placing your Rewards order. Shipping times may vary. Check the terms and conditions of the particular Reward for details. You are solely responsible for reviewing and understanding the terms and conditions applicable to the delivery of the Reward.

Upon requesting delivery of Rewards to an e-mail or physical address, the Cardholder accepts full responsibility for delivery of said Rewards. Once the delivery request is made by the Cardholder to an e-mail address this e-mail address cannot be changed until after the redemption process is complete. If the e-mail address is changed then the Cardholder needs to notify the Redemption Center within 24 hours.

### Communication with Program Participants

Visa may communicate with you regarding any matter related to the Program via telephone or via electronic mail. To update, change, modify, or delete your Program information, please contact your Issuer using the information provided in your Card Agreement.

To access the Website you need a Windows or Apple compatible PC, Internet access, a browser such as Microsoft Internet Explorer v. 8.0 or later, Google Chrome or Mozilla Firefox and an e-mail account. Additionally, you must have a password to access your information electronically or to conduct any activity online regarding your Program Account on the Website.

If you would like to request a paper copy of these terms and conditions, or to withdraw your consent to receive electronic communications, contact your Issuer using the information provided in your Card Agreement. If you use the Website, we are not obligated to provide any additional hard copy communications to you (other than these terms and conditions).

At your option, you may choose to receive information of a promotional nature about the Program. If you would like to change your consent to receive these promotions, please contact your Issuer using the contact information provided in your Card Agreement.

In addition, by enrolling in the Program, you authorize Issuer and Visa to use information related to the Program participation and the Program Account (and information provided by you to participate in the Program) to customize the Program experience. This may include communicating special offers and featured Rewards, and customizing the promotional information (if you choose to receive such promotions).

Although features and applications permitting Program participation via mobile devices are not currently available, these features may be available in the future. Such features and applications may include alerts and promotional offers provided via SMS or a downloadable application. If and when these features and applications are available, they will be subject to additional terms and conditions and minimum hardware, software and service requirements, which will be communicated to you prior to use. For example, to participate in an SMS-based service, you must maintain, at your own cost, a mobile device capable of sending and receiving text messages. Message and data rates may apply to each text message sent and received in connection with the feature. Please see your wireless provider to review your wireless plan details.

### Canceling Program Participation

You may cancel your participation in the Program at any time by contacting your Issuer. The positive Reward Point balance in your Program Account will be forfeited. Visa cannot cancel your participation in the Program without receiving instruction from your Issuer.

Customer Service (for all customer service related to Issuer Rewards, please contact your Issuer directly)

If you have a problem or question regarding whether you earned Reward Points from a particular purchase or other transaction, or want to know whether a Reward was properly redeemed or the status of your redemption order, or want to ask any other question regarding the Program, you can reach the Program Administrator via telephone at 1-800-396-9665 from the USA or 303-967-1098 collect call via the international operator or contact your Issuer. The Program Administrator will be available to receive Cardholder requests Monday through Friday from 7:00 a.m. to 7:00 p.m. (Eastern Standard Time). Visa reserves the right to modify customer service hours at any time and without notice.

If you contact Visa or your Issuer regarding an error or mistake with respect to your Program Account, they will use reasonable efforts to investigate and correct the error or mistake, subject to the limitations set forth in these terms and conditions. In any event, you must notify us within 60 days of the posting date (or the date of the alleged error or mistake) in order for us to undertake an investigation of the matter. We may require you to provide written confirmation of the alleged error or mistake. If we do not receive the requested written confirmation and within the time frame requested by us, we may in our sole discretion determine not to correct the alleged error or mistake. If we complete our investigation of the alleged error or mistake and notify you of our determination, we have no further responsibilities should you later reassert the same alleged error or mistake. All questions or disputes regarding the Program, including eligibility, earning points, or redemption of points for Rewards, will be resolved by Visa and the Issuer in their sole discretion.

Please be aware that if you contact us via a mobile device, your wireless provider's message and data rates may apply and you are responsible to your wireless provider for any such charges.

The Issuer, at its exclusive discretion and based on the terms and conditions, shall resolve all matters, disputes or controversies in connection with the Program, including, without limitation, those related to transaction eligibility to earn Reward Points, the Reward Point cost for the Rewards and Program eligibility.

## **Disclaimers and Limitations**

Rewards are provided by a variety of merchants. The Issuer, Visa and their service providers are not responsible to you for the quality or performance of the Rewards, the products obtained with the Rewards, any act or omission by any provider of Rewards, availability of Rewards, whether redeemed or otherwise, disputes between authorized users regarding the Program or for any other reason. Neither the Issuer nor Visa makes any guarantee, warranty or representation of any kind, express or implied, with respect to the Rewards, including but not limited to warranties of merchantability or fitness for a particular purpose. The Issuer and Visa are not liable for any injury, damage or loss to person or property or any expense, accident or inconvenience that may arise from the use of the Reward Points, or the use of the Rewards or products or merchandise purchased or obtained with the Rewards, or otherwise in connection with the Program. Further, the Issuer and Visa are not responsible for merchants, manufacturers or other Rewards providers that discontinue or cancel a Reward due to bankruptcy or for any other reason. Neither the Issuer nor Visa makes any representation or endorsement of any Reward, merchant or other provider of a Reward in connection with the Program. As stated earlier, the Issuer is solely responsible for all Issuer Rewards and communicating to you the applicable terms and conditions.

You hereby release and hold your Issuer, Visa and all parties associated with the Program harmless from any claim, liability or damage relating to the Program or your use of the Rewards (including Issuer Rewards), including, without limitation, physical injury or death. Notwithstanding anything in these terms and conditions to the contrary, the Issuer, Visa, and any of their service providers shall have no liability of any kind, including for direct, indirect and consequential damages, or lost revenue or profits, to you in connection with the Program.

Any required arbitration or other dispute resolution process provided for in your Card Agreement shall apply to your participation in the Program.

Every possible effort has been made to guarantee that the information contained in these terms and conditions is correct. However, Visa and the Issuer disclaim all liability due to errors or omissions in this information.

These Program terms and conditions are governed by and to be interpreted in accordance with the laws of the State of California.

## **Privacy**

All information collected in connection with the Program is subject to your Issuer's privacy policy, communicated to you in your Card Agreement.

Visa is a registered trademark of Visa International Service Association

## Customer Service Centres

**Peter A. Tomkins Building**  
200 Elgin Avenue, George Town  
T 345 949 4655  
F 345 949 7506

**Camana Bay**  
Suite 6101, 62 Forum Court,  
Camana Bay  
T 345 949 4655  
F 345 945 5954

**Centennial Towers**  
2452 West Bay Road, West Bay  
T 345 949 4655  
F 345 946 3453

**Countryside Shopping Village**  
33 Hirst Road, Savannah  
T 345 949 4655  
F 345 947 7274

**Buckingham Square**  
720 West Bay Road,  
Seven Mile Beach  
T 345 949 4655  
F 345 945 5755

**Cayman Brac**  
14 West End Cross Road,  
Cayman Brac  
T 345 949 4655  
F 345 948 1261

**Little Cayman**  
898 Guy Banks Road,  
Blossom Village  
T 345 949 4655  
F 345 948 0049

## Other Jurisdictions

**Cayman National Bank (Isle of Man) Limited**  
Cayman National House  
4-8 Hope Street, Douglas  
Isle of Man IM1 1AQ  
British Isles  
*General/Banking Enquiries*  
+44 (0)1624 646900  
info@caymannational.im  
*Fiduciary Services*  
+44 (0)1624 646901

**Cayman National (Dubai) Ltd**  
Level 4, The Gate Building  
West, Office 401, Dubai  
International Financial Centre,  
Dubai, United Arab Emirates  
T +971 4 327 6695  
F +971 4 327 6635

## Need more information?

Ask your Relationship Manager, a member of staff at one of our Customer Service Centres or contact our Customer Support Centre.

T 345 946 4000  
F 345 949 8270

Click on [www.caymannational.com](http://www.caymannational.com)

Email us at  
[cnbcardservices@caymannational.com](mailto:cnbcardservices@caymannational.com)