Bermuda Commercial Bank Limited ("BCB")
Personal Credit Card Terms & Conditions

These Terms and Conditions, along with BCB's Account Terms & Conditions (the "Account T&Cs", which are hereby incorporated herein by reference and available at www.bcbank.us (the "Website")), together constitute the agreement (hereinafter referred to as this "Agreement") governing the issuance by BCB to you of a credit card (the "card"), the credit limit associated therewith, your use of the card and certain related matters.

In this Agreement, all references to "we", "our" and "us" refer to BCB, and all references to "you" and "your" refer to you and any other person who signs BCB's application form for the card (each, a "cardholder"). By using the card, you agree to, and accept to be bound by, all of the terms of this Agreement (as it may be amended from time to time in accordance with Clause 17 below).

The card allows you to make payments, purchase goods and services, obtain cash advances, and pay for them later, but subject always to (i) the maximum credit limit extended to you by BCB from time to time and (ii) the other terms of this Agreement. The card does not constitute a checking, savings or other bank account and, save as expressly provided otherwise herein, is not connected to any other account you may have with BCB.

The card will remain the sole property of BCB and must be surrendered upon demand. The card is non-transferable and it may be cancelled, repossessed or revoked at any time without prior notice to you, subject to applicable laws and the terms of this Agreement.

1. Responsibilities

1.1 **Joint CardHolders** | Where there is more than one cardholder, then the liability of each cardholder to BCB under this Agreement shall be joint and several. If you wish to cancel this Agreement, BCB must be provided with proof in writing of agreement to cancel from all joint cardholders before cancellation will be effective.

1.2 **Responsibility for Purchases or ATM Transactions** | BCB accepts no responsibility for purchases or ATM transactions you make using the card. You agree to pay BCB for all purchases and cash transactions even though a dispute may exist between you and the merchant. BCB shall not be responsible whatsoever for, or in connection with the provision of, any insurance coverage or other services or products which may be provided by third parties.

1.3 **Renewal and Expiry Date** | Cards are valid through to the expiry date as it appears on the card, and are renewable for a period of up to four (4) years at the sole discretion of BCB following a review of your account. You agree not to use the card after its expiry date. If you attempt to use the card after its expiry date, you will be liable for, and agree to pay, any debts and other sums incurred.

1.4 **Credit Limit** | Your credit limit associated with the card will be (i) advised to you when you are notified (by telephone or other means permitted by this Agreement) by BCB's banking services team that your card application has been approved and/or (ii) noted on your monthly statement. BCB can increase or reduce your credit limit from time to time at our sole discretion. You will be notified (by telephone or other means permitted by this Agreement) by BCB's banking services team of any change to your credit limit at least one Statement Cycle (as defined in Clause 9.2 below) before any change becomes effective. You agree that you will not exceed your current credit limit (as approved by BCB and stated on your most recent monthly statement) at any time.

1.5 **Property of BCB** | The card remains the sole property of BCB and you agree to (i) surrender the card on demand and (ii) pay any costs, fees or other charges associated with any

outstanding balances and/or the recovery or cancellation of the card, in any case at such time as BCB may direct (either in writing or otherwise).

2. Card Security

2.1 The cardholder shall sign the card (and any replacement therefor issued on expiry or loss thereof) immediately upon receipt. You must take every reasonable precaution to (i) keep the card, and the information on the card, safe, secure and confidential and (ii) prevent any unauthorised use of the card and the information on the card.

2.2 Together with BCB, you will select a personal identification number ("PIN") for use with the card. Should you wish to change your PIN, please call BCB during normal business hours. You agree to keep your PIN separate from your card at all times. If you share your PIN with anyone or otherwise fail to keep your PIN confidential, or if you keep your card or your PIN in a manner that would compromise the security of your card or your PIN, you will be liable for all debts and other sums (including interest and charges) incurred or arising from any unauthorised use of the card (including but not limited to where the card is used to make purchases over the telephone or on a website).

3. Conditions of Use

3.1 You can use your card to make purchases where it is accepted. You can obtain cash advances from financial institutions that accept the card. When the card is used with your PIN to make a purchase at an enabled chip and PIN point of sale terminal or to obtain a cash advance at an automated teller machine ("ATM") (each, an "Automatic Transaction"), you are deemed to have authorised the Automatic Transaction.

3.2 You must sign a sale or cash advance voucher every time the card is used, unless the card is used for an Automatic Transaction (i.e. with your PIN), over the telephone or at a website where no signature is required. Failure to sign a sales or cash advance voucher will not relieve you from responsibility for payment. Without prejudice to any of the foregoing, in any circumstances where the card is used without a sales or cash advance voucher being signed or your PIN being entered, you accept full responsibility for the entire amount of each such transaction as though you had used the card and signed a sales or cash advance voucher or entered your PIN.

3.3 BCB will not be liable if a merchant, point of sale terminal or a business does not accept the card for any reason. You may only use the card for legal and genuine transactions or purchases. You will give BCB such financial statements and information as BCB may request from time to time, to keep our records up-to-date. The use of the card will always be subject to any statutory restrictions, regulations and/or procedures that the Bermuda Monetary Authority (or any other applicable government, regulatory or supervisory body) imposes. You acknowledge and accept that any transaction that BCB considers at its sole discretion to be in breach of any such statutory restrictions, regulations and/or procedures may be declined.

3.4 The amount you can withdraw each day as a cash advance from a financial institution (including but not limited to via an ATM), and the available ATM services, may vary from time to time. You may be charged a fee for a cash advance in accordance with the Fee Schedule (as defined in Clause 10.2 below) and/or as determined by a third party financial institution. 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 cash advances, including but not limited to ATM services. We are not responsible for informing you of any mechanical failures of an ATM or for telling you when these services are changed or withdrawn.

4. Using the Card Overseas

4.1 If you plan to travel internationally, you are advised to notify BCB by telephone (by calling the contact number on the back of the card), before your date of departure, that you will be using your card abroad. When BCB's banking services team notice an unusual pattern of activity related to your card, they may telephone or email you, indicating there has been 'suspicious activity' on your account. If you do not respond by telephone or email within a reasonable period of time as determined by BCB in its sole discretion having regard to the relevant circumstances, then we may block, invalidate, limit or

otherwise restrict the use of your card until the suspicious activity is resolved to the satisfaction of BCB in its sole discretion. You can reduce the risk of this situation occurring (and the possibility of not being able to access cash or make purchases) by notifying BCB of your general travel plans in advance of your trip. In no circumstances will BCB be liable for any loss or inconvenience you or any other person suffers or incurs due to any actions taken by BCB under this Clause 4.1 (including but not limited to any block or other restriction on the use of your card) or for your otherwise not being able to use the card for any reason whatsoever.

5. Foreign Currency Transactions and Other Charges

5.1 BCB can issue BMD denominated cards and USD denominated cards. The denomination of any card issued to you will depend on the card application you make and BCB's assessment of that application.

5.2 By using any card issued to you by BCB, you acknowledge and agree that (i) amounts (whether in respect of cash advances or purchases) may be converted from one currency to another at exchange rates determined by or on behalf of BCB (and that exchange rates applied when transactions are settled and posted to your account may differ from exchange rates in effect on any applicable transaction dates) and (ii) you will be responsible for the payment of any and all purchases and other amounts related to the use of the card, including but not limited to any applicable (w) foreign currency exchange charges or conversion fees, (x) FCPT (as defined in the Account T&Cs), (y) other government fees and transborder charges which may be assessed from time to time by applicable government and revenue authorities and (z) fees, charges and other amounts levied by third parties in connection with the use of the card, including but not limited to merchant fees for card payments and financial institution fees for cash advances (which, in the case of each of the foregoing, will (a) be posted to your account on a monthly basis, (b) appear on the corresponding monthly statement and (c) form part of the minimum payment amount on the applicable Due Date (as defined in Clause 11.1 below)).

5.3 You undertake, at all times, to comply with the Bermuda Exchange Control Regulations and agree to notify BCB immediately of any change in your residential or employment status.

6. Changes in Service

6.1 BCB will not be liable for any loss (including but not limited to any indirect or consequential loss) or damage suffered by you or any other person as a result of any change to, discontinuance, restriction or blocking (whether temporary or permanent) of, or addition of any attributes to, any of the services provided by or on behalf of BCB in respect of the card and/or the card itself.

6.2 Without prejudice to the generality of the foregoing, (i) BCB can withdraw, block (whether temporarily or permanently) or terminate your right to use any or all of the services provided in respect of the card and/or the card itself at any time without prior notice to you and (ii) BCB will have no liability to you or any other person for any loss (including but not limited to any indirect or consequential loss) or inconvenience that may result from any such withdrawal, blocking or termination, save to the extent the same was caused by our gross negligence or wilful misconduct.

7. Lost or Stolen Cards and Unauthorized Transactions

7.1 You will notify us immediately if the card, the information on the card or the PIN has been lost, stolen or otherwise compromised, or if you are aware of, or suspect, any unauthorised use of the card (even if the card has expired or been cancelled). Any of the foregoing events or circumstances are referred to in this Clause 7 as a "Compromise Event".

7.2 You will provide the notification referred to in Clause 7.1 above by calling the contact number indicated (which contact number can be found on the back of the card or on the Website) and following the instructions provided to you on that telephone call.

7.3 Following that telephone call, the card will be blocked and you will be sent a form by email to complete and return to BCB, in order to confirm in writing the notification that you previously provided by telephone, as referred to immediately above. The form is also

available on the Website. You agree to return the form by email, to the email address indicated on the form, within 48 hours of receiving it.

7.4 Following the occurrence of a Compromise Event, you will be liable for all debts and other sums incurred as a result of any use of the card until you have completed the actions referred to in Clause 7.2 above (and, for the avoidance of doubt, once you have completed such actions, your liability for any subsequent unauthorized sales and cash advances will cease). You agree to promptly provide any information or assistance requested by BCB in connection with a Compromise Event. If you have previously authorized a third party to use your card, whether or not you have withdrawn your authorization, you will continue to be liable for all debts incurred by its use until it has been surrendered to BCB.

8. <u>Statement of Account</u>

8.1 BCB shall provide a monthly statement of account (each, a "monthly statement") to you, showing the account charges, fees, interest, applicable taxes and credits during the period and the account balance on the card. Each monthly statement shall be prepared up to and including the last day of the calendar month to which such statement relates (each, a "statement date").

8.2 Statements are posted once a month on BCB's eBanking services platform ("eBanking"). Paper copies of monthly statements can be requested in person at BCB's offices at 34 Bermudiana Road, Hamilton HM 11, Bermuda during normal business hours. You can also request electronic copies of monthly statements in person at BCB's offices at the address indicated immediately above, or by telephone or email. In accordance with the Fee Schedule (as defined in Clause 10.2 below), a charge will be incurred in respect of any such request, which charge will be billed to your account (and, for the avoidance of doubt, you should be aware that charges will apply each and every time a statement is provided by any means other than posting on eBanking).

8.3 You will be deemed to have received a monthly statement in respect of the preceding month on the date falling 15 (fifteen) days after the corresponding statement date whether or not you have actually accessed the same on eBanking or, as the case may be, requested a paper copy thereof as aforesaid.

8.4 With respect to every monthly statement, you agree to immediately (and, in any event, within 30 (thirty) days of receipt or deemed receipt thereof) notify BCB of any purported errors, omissions or irregularities appearing thereon (including in relation to any actual or suspected fraud or unauthorized activity), failing which, you will be deemed to have accepted the content thereof (including but not limited to any and all charges listed thereon) in its entirety.

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

9. <u>Credit Card Charges</u>

9.1 Finance charges are computed on the average daily purchase and cash advance balance outstanding for any monthly Statement Cycle when payments are not made in full in accordance with the terms of repayment set out in Clause 11 below.

9.2 In this Clause 9, references to "Cash Advances Daily Balance" and "Cash Advances Average Daily Balance" relate to balances on cash advances as determined in accordance with Clauses 9.3, 9.4 and 9.5, and references to "Purchases Daily Balance" and "Purchases Average Daily Balance" relate to balances on purchases and other charges as determined in accordance with Clauses 9.6, 9.7 and 9.8. In this Agreement, references to a "Statement Cycle" shall mean the period of calendar days between one statement date and the immediately succeeding statement date (excluding, for the avoidance of doubt, the day on which the immediately preceding Statement Cycle ended).

<u>Interest on Cash Advances</u>

9.3 If you use the card to obtain a cash advance, we will charge you interest on the full amount of such cash advance from the date of such cash advance until the date it is repaid in full. Interest is calculated on all of your outstanding cash advances daily and posted to your account monthly on each statement date. Interest is calculated daily with

reference to the total amount outstanding and unpaid on the given day. The exact methodology of calculating interest on cash advances is more particularly described in Clauses 9.4 and 9.5 below.

9.4 The Cash Advances Daily Balance is calculated by taking the beginning balance of cash advances, adding any new cash advances and debit adjustments related to cash advances made during the then current Statement Cycle, and subtracting any payments or credit adjustments applied to cash advances.

9.5 The Cash Advances Average Daily Balance is calculated by dividing the total of all Cash Advances Daily Balances in the then current Statement Cycle by the number of days in the then current Statement Cycle. Such Cash Advances Average Daily Balance is then multiplied by the annual interest rate, divided by the number of days in that calendar year, and multiplied by the number of days in the then current Statement Cycle, to give that month's interest charge.

Interest on Retail Purchases and Other Charges

9.6 Interest for each transaction (other than, for the avoidance of doubt, cash advances) using the card is charged from the date such transaction is posted to your account. Interest is calculated on your purchases and other charges daily and posted to your account monthly on each statement date. Interest on purchases and other charges for the then current Statement Cycle is calculated using the daily revolving variable method. The exact methodology of calculating interest on purchases and other charges is more particularly described in Clauses 9.7 and 9.8 below.

9.7 The Purchases Daily Balance is calculated by taking the beginning balance of purchases and other charges on your account, adding new purchases, debit adjustments for purchases and other charges as of the date each transaction is posted, and subtracting any payments or credit adjustments applied to purchases and other charges.

9.8 The Purchases Average Daily Balance is calculated by dividing the total of all Purchases Daily Balances in the then current Statement Cycle by the number of days in the then current Statement Cycle. Such Purchases Average Daily Balance is then multiplied by the annual interest rate, divided by the number of days in that calendar year, and multiplied by the number of days in the then current Statement Cycle to give that month's interest charge. If the immediately preceding month's statement balance was paid in full, new purchases on the then current monthly statement are excluded from the then current Purchases Average Daily Balance, but will be included in the immediately succeeding month's interest calculation if the then current statement balance is not paid in full by the applicable Due Date (as defined in Clause 11.1 below).

10. Credit Card Fees

10.1 An annual administration fee shall be payable by you upon issuance of the card and every year thereafter while you have the card. Such fee (i) shall be applied to the balance of your card upon its issuance and, thereafter, the anniversary of its issuance for each year you have the card, (ii) will appear on the corresponding monthly statement and (iii) is non-refundable.

10.2 Other fees may also be charged in accordance with BCB's fee schedule (the "Fee Schedule") as published on the Website from time to time, including over-limit fees in respect of each transaction that exceeds your credit limit. On each Due Date (as defined Clause 11.1 below), in addition to the minimum payment amount shown on your monthly statement, you must pay any and all over-limit amounts in full.

10.3 All of BCB's current prevailing interest rates, service charges, penalty fees, replacement fees and annual fees are published on the Website, as the same may be updated from time to time. All fees and rates are subject to change without notice.

11. Terms of Repayment

11.1 **Due Dates and Minimum Payments** | Purchases and cash advances are payable by the due date shown on each monthly statement (each, a "Due Date"). You will be required to pay not less than the minimum payment amount which will be shown on your statement by the Due Date. Such minimum payment amount will include any then

outstanding fees, interest, previous minimum payments and any finance or other service charges.

11.2 **Repaying the Amounts You Owe** | When you use the card or allow others to use it, you incur a debt on your account with BCB in respect of the card. Interest, finance or other service charges and fees (whether annual fees, third party fees or other fees) that are charged under this Agreement will be added to, and form part of, that debt. You agree to (i) repay that debt to BCB in accordance with the terms of this Agreement, failing which BCB will be entitled to, among other things, exercise its rights under Clause 11.5 below and (ii) any account designated by you for such purposes (whether in your application form for the card or any subsequent change form) being debited on a monthly basis by BCB ("Auto-Pay") for the amount indicated in your application form for the card or any subsequent change form (whether the full statement balance, the minimum payment amount or, as the case may be, another amount specified by you from time to time).

11.3 **Late Payment Fee** | If you do not pay the minimum payment amount shown on your monthly statement by the applicable Due Date therefor, you may be subject to a monthly late payment service charge together with interest at such rate that BCB may determine as published on the Website from time to time.

11.4 **Payments Processing** | Payments can be made at BCB via cash or check, or through Auto-Pay/standing orders (internal debits) or eBanking. Two (2) full business days are required to process most payment methods. Payments made by check drawn on other banks are subject to appropriate clearance periods. Auto-Pay/standing orders can be established against any BCB checking or call accounts with sufficient funds by completing a change form. In accordance with the Account T&Cs, BCB reserves the right to charge a fee for the implementation of Auto-Pay/standing order services. Payments made through eBanking are effective the next business day if made before the cut off time advised to you when you make the payment.

11.5 **Account Charges/Set-Off** | BCB can charge to any account, set-off, or compensate as between your bank accounts held with BCB, any of the debt on your account with BCB in respect of the card, any of your card obligations, and any other indebtedness or liabilities to BCB at any time and for any reason as allowed by law, even if this creates or increases an overdraft. If you are facing financial difficulties and are unable to meet your minimum payments, please contact us to discuss the options available to you.

11.6 **Account Holds**| BCB, in its sole discretion, has the right to place a hold on funds (a "Hold") in any of your accounts with BCB, but only up to the maximum amount of the then applicable credit limit for the card. If BCB places a Hold on any of your accounts as aforesaid, (i) this means that the amount on which the Hold is placed is in effect frozen and may not be used or otherwise accessed by you until such time as the Hold is lifted by BCB in accordance with the terms hereof and (ii) such Hold will remain in place so long as you have a balance due to BCB in respect of the card. Any cancellation of your card shall not release a Hold on any relevant account until such time as all balances due to BCB in respect of the card have been paid in full.

11.7 **Collateral** | BCB has the right to require you to enter into a security agreement with BCB to secure amounts due on the account in respect of the card, to the extent BCB considers the same to be necessary, at its sole discretion.

11.8 **Applying your payments** | We apply your payments first to unpaid delinquency interest, then to delinquent principal, then to billed interest charges, then to any billed principal for purchases, and then to any billed principal for cash advances. Any processing or equivalent fees are considered as principal for purchases. Next, if there is an unapplied portion of the payment, it is applied to unbilled purchases, charges and cash advances.

11.9 **Payment Screening**

(a) BCB is required to act in accordance with our policies, the laws and regulations operating in various jurisdictions, which relate 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 or other applicable legal or regulatory process either domestically or internationally. We

may take any action that we, in our sole and absolute discretion, consider appropriate to take, to comply with any such bank policies, laws and regulations to which we are subject. Such action may include, but is not limited to, the interception and investigation of any payment messages and other information or instructions sent to or by you or on your behalf via our systems, freezing any accounts or payments, delaying payments, and making further enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity. With respect to the above matters, please also refer to the Account T&Cs (including Clauses 4.1 and 4.2 thereof) which form part of, and apply to, this Agreement in their entirety.

(b) Notwithstanding any other provision of this Agreement, BCB will not be liable for any loss (including any direct, indirect or consequential loss, or loss of profit, data or interest) or damage suffered by you or any other person arising out of:

(i) any delay or failure by us in performing any of our duties under this Agreement or other obligations caused in whole or in part by any steps which we, in our sole and absolute discretion, consider appropriate to take in accordance with all such bank policies, laws and regulations; or

(ii) the exercise of any of our rights under this Clause 11.9.

(c) In certain circumstances, the action which we may take pursuant to this Clause 11.9 may prevent or cause a delay in the processing of certain information. Therefore, we do not warrant that any information on our systems relating to any payment messages and instructions that are the subject of any action taken pursuant to this Clause 11.9 is accurate, current or up-to date at the time it is accessed, whilst such action is being taken. Subject to the overriding requirements of any applicable bank policies, laws and regulations, we will endeavour to notify you of the existence of such circumstances as soon as it is reasonably practicable.

11.10 **Payment of Total Debt** | You or your estate are liable to pay your total debt immediately without any notice of demand from us, including in circumstances where (i) you do not carry out your obligations under this Agreement, (ii) you become bankrupt, or insolvent, or die or (iii) any card or PIN is used contrary to this Agreement. You authorize us to charge any of your accounts with us for any amounts due under this Agreement, notwithstanding that all or part of the monies held to your credit may have been deposited for a fixed period, which may not have expired, or be in a different currency.

11.11 **Collection Expenses and Legal Costs** | If your account is overdue and referred for collection, then any and all sums incurred in relation to actions taken to recover the debt (including but not limited to any collection costs and legal expenses) shall be charged to you and shall be payable by you on demand.

12. <u>Credit Vouchers</u>

12.1 If a merchant issues a credit voucher in respect of goods or services returned or refunded, BCB shall, upon receipt of the credit voucher from the merchant or the merchant's bank, credit the amount of the voucher to the account. Unless a credit voucher is issued and sent to BCB, the outstanding amount of the account, as submitted, is payable in full and no claim by you against the merchant may be the subject of set-off or counterclaim against BCB. Credit vouchers will not count towards your minimum payment amount.

13. <u>Resolving Disputes</u>

13.1 **With us:** If you have a dispute with us regarding any matter affecting your account or your use of our services or a card, you will bring it to our attention, promptly. You agree that you will not initiate any proceedings relating to any dispute arising from this Agreement, or use of your accounts or services until after you have first provided us with written notice of the nature of the dispute, and both parties have made reasonable efforts for a period of not less than 6 (six) weeks from the delivery of such notice to resolve the dispute.

13.2 **Disputes:** You understand that if you have a dispute with us regarding an amount charged to your card, save for the disputed amount, you are still responsible for all other amounts outstanding from the date incurred.

13.3 **With Others:** If you make purchases from a merchant using their goods or services, you

must settle any dispute regarding the goods or services directly with the merchant. You agree to indemnify BCB in respect of all claims arising from any such dispute with or by the merchant or any third party.

14. Changes to Address or other Contact Information

14.1 You will inform us in writing if you change your mailing and/or residential address or any of your other contact information (both for general communications and any notices of suspicious activity).

15. Other Services and Products

15.1 You understand that optional services may be available to you at an additional cost. Further, you understand that all services available with the card may be governed by separate agreements or authorizations by which you agree to be bound. You also understand that some of these services are supplied by firms independent of BCB and that BCB shall not have any responsibility or liability with respect to such services. To the extent that any other cardholder services and products may be provided by us, any such services and products shall be subject to modification or discontinuance by us, at any time, without notice.

16. Instructions

16.1 You authorize BCB to accept without any further verification, and you agree to be responsible for and indemnify us against, any damage we may suffer as a result of instructions, agreements and documents for transactions, submitted to us by electronic means or telephone, if we reasonably believe that the instructions have come from you or your agent. You agree to be bound by such instructions when, in our reasonable determination, it appears to us that your verbal instructions and/or signature on communications or documents by electronic means (whether or not actually signed by you) is genuine. Such a signature makes you responsible to the same extent and effect as you would be had you given original signed instructions (except if we have been grossly negligent or acted with wilful misconduct). There may be some types of instructions or documents we will not accept by electronic means or telephone, and you understand that we reserve the right to refuse any instructions or documents by electronic means or telephone at our sole discretion.

17. Changes to this Agreement

17.1 We can change this Agreement periodically without prior notice to you, however, whenever possible, we will notify you of any changes by posting the changes on the Website for a period of 30 (thirty) days prior to their effective date.

18. Cancelling this Agreement

18.1 You can cancel this Agreement by informing us in writing that you want to do so and returning the card to us. We can also cancel this Agreement at any time without prior notice but we will inform you of such cancellation in writing.

18.2 If you cancel this Agreement, you will immediately return to us all cards. If either of us cancels this Agreement, you still have to pay the debt due on your account with BCB in respect of all cards, together with any other amounts you owe us (in each case, immediately and in full).

18.3 The terms of this Agreement will survive the termination or withdrawal of any card services and will continue to apply with respect to determination of responsibility and resolution of all disputes for events, acts or omissions occurring before, or circumstances existing at the time of, the termination or withdrawal. For example, we may subsequently exercise our right of set-off for amounts due or accruing to us as at the time of termination; use personal information that you have given us prior to termination; or we or you can refer to and rely on this Agreement in resolution of any dispute.

19. Disclosure of Information

19.1 With respect to any matters relating to the disclosure of information in respect of you or your account, please refer to Clause A4 of the Account T&Cs, which form part of, and apply to, this Agreement in their entirety.

20. Admissibility of Records

20.1 With respect to any and all matters relating to or connected with this Agreement, the card, any account and/or the provision of any services (including but not limited to any card

services) hereunder, you will not object to the admission of our records, including statements of accounts, as evidence in any legal proceeding on the ground that such records are not originals, are not in writing, are hearsay, or are documents containing information extracted from a computer, and in the absence of evidence to the contrary, our records shall be conclusive for all purposes, including litigation, in respect of any instructions given by you to BCB, the making of a cash advance through the use of a card, and any other matter or thing relating to any statements of accounts between you and BCB in respect of any transaction.

21. <u>Governing Law and Jurisdiction</u>

21.1 This Agreement shall be (i) governed by and construed in accordance with the laws of Bermuda and (ii) subject to the exclusive jurisdiction of the Bermuda courts.

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