



Maduro & Curiel's Bank (MCB) / AAdvantage® MasterCard Black™ Card | GENERAL TERMS & CONDITIONS

MasterCard
Black



General Terms & Conditions for the MCB / AAdvantage® MasterCard Black™ Card

1. Definitions

This Agreement is governed by the laws of the country in which the card is issued. The Application Form shall be part of these conditions. For the purpose of the implementation of these General Conditions, the following definitions shall apply:

“Account Holder”: The person applying for a Credit Card in his or her own name, in respect to which the charges shall be debited to his or her account with the Bank.

“Credit Card Account”: The MCB / AAdvantage® MasterCard Black™ Credit Card Account under which all Credit Cards will be registered.

“Credit Card”: An MCB / AAdvantage® MasterCard Black™ Credit Card registered under the MCB / AAdvantage® MasterCard Black™ Credit Card Account.

“Cardholder”: The person on whose behalf an Account Holder applies for a Credit Card in respect to which the charges shall be debited to the account of such Account Holder.

“The Bank”: Maduro & Curiel’s Bank N.V.

2. Securing Your Pin

The Credit Card shall remain the property of The Bank at all times and shall be signed immediately upon receipt by the person in whose name it has been issued.

The Personal Identification Number (PIN) is strictly confidential and shall be non-transferable. In combination with the Credit Card, it shall constitute proof of identity when making a cash withdrawal through ATM machines bearing the Cirrus or MasterCard signage or logos.

The Cardholder shall be responsible for the proper use of the Credit Card and PIN code.

The Cardholder agrees to take good care of the Credit Card and to always store the PIN code separate from the Credit Card or to destroy the PIN code as soon as it has been memorized.

The Cardholder shall not disclose the PIN code to third parties and insofar as the Cardholder should record it in writing, the Cardholder shall not in any case make any note to such effect on the Credit Card; the Cardholder shall record it in such a manner as to make it



unidentifiable to third parties. The Bank recommends destroying the PIN code form, after having memorized the PIN code.

3. Fees

The Credit Card shall be valid up to and including the last day of the month indicated on the card.

An annual membership fee and a fee per additional Cardholder shall be payable by the Account Holder. The relevant amount shall be evidenced on the first monthly statement of the Account Holder and every twelve (12) months thereafter.

If the Credit Card is used to obtain cash advances, either through an ATM or a Bank, the Account Holder shall be charged a separate fee for each cash advance obtained. This is separate from any ATM Access Fee that may be charged by the owner of the ATM.

4. Cancellation Of The Accounts

The Bank shall reserve the right to disqualify, even without stating any reasons, the Account Holder and/or the Cardholder from using the Credit Card and to block the renewal of such card. In such case, the Credit Card shall cease to be valid and the Account Holder and/or Cardholder shall be under obligation to cut the Credit Card in half and to return it to the Bank without delay.

Unless the Account Holder gives notice of termination of the contract at least six weeks prior to the expiration date of the Credit Card, while simultaneously surrendering the valid Credit Cards to the Bank, new Credit Cards shall be issued on behalf of such Account Holder a short time before the expiration date upon which the annual charge shall be evidenced in the subsequent monthly statement, without such Account Holder being entitled to a refund of the relevant amount to any extent.

In the event of a cancellation by the Account Holder, there must be no further use of the Credit Card, and any payment authorities and standing orders. Account Holder will be liable for transactions made before or after cancellation of Credit Cards. The General Terms & Conditions for the MCB / AAdvantage® MasterCard Black™ card will continue to apply until the Bank has received full payment for all outstanding transactions.

5. Account Modification

The Account Holder shall notify the Bank immediately of any change(s) of address and any other change(s) in the status of the Cardholder and/or Account Holder that may affect the relationship of such person with the Bank.

Insofar as it should become necessary, and at the discretion of the

Bank, new cards shall be made available to the Cardholder and/or Account Holder for the remainder of the term of validity.

In case no Credit Card is made available, and so long as such omission is not made on the grounds of any feaseance or malfeaseance committed by the Cardholder and/or Account Holder, a proportionate part of the annual charge shall be refunded to the Account Holder.

6. Using The Card

The Credit Card shall entitle the Cardholder to obtain goods and services from affiliated business without using cash; affiliated business shall be identifiable as such by the MasterCard trademark, and by submitting the Credit Card and signing the electronic point of sale receipt or a sales slip stating the amount due and bearing an imprint of the Credit Card where no electronic point of sale terminal is available.

The Credit Card can also be used to make cash advances and cash withdrawals at ATMs bearing the Cirrus/MasterCard logos. Additional charges may be incurred for such transactions. Evidence of the sale or cash advance order as reflected in the administration of the Bank shall be considered conclusive to the exclusion of any other mode or proof.

As soon as the procedure prescribed for initiating cash withdrawal is effected, such instructions shall be considered final and cancellation of such instructions shall no longer be possible. The Bank shall be entitled to execute instructions as given and to include the amounts withdrawn by means of the Credit Card and the PIN code in the monthly statement.

In the case of withdrawals made in a foreign country by means of the Credit Card, the conditions in force in the country concerned shall also be applicable.

7. Automated Teller Machines (ATMs) And MCB@Home

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

8. Telling Us About Errors In Your Statement

If the Account Holder's statement contains any errors, he must inform the Bank within one month after the date the entry was



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

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9. Liability

The bank shall not be liable for any consequences resulting from affiliated businesses refusing to accept Credit Cards as a form of payment. Neither shall the Bank be liable for goods delivered or services rendered to the Cardholder or the Account Holder.

The Bank shall settle all invoices (sales-slips) duly signed by the Cardholder or the Account Holder on their behalf.

Every month, the Bank shall send the Account Holder a statement specifying the sales-slips paid on behalf of the Cardholder during the past month together with the withdrawals effected by the

Cardholder and giving notice of the amount to be debited to the account of the Account Holder. All balances due are in US Dollars.

The Account Holder shall give the Bank an irrevocable authorization to debit the balance due stated in the monthly statement of the Account Holder. The Account Holder ensures that sufficient funds are kept on account enabling endorsed slips to be effected.

If this is not the case and payment is not made to the Bank on or before the due date as specified on the statement a late fee will be applied.

The Account Holder is liable for performing all obligations under this Agreement.

The Account Holder agrees to accept the Bank records of a transaction as accurate unless the Account Holder can provide contrary evidence that is satisfactory to the Bank.

10. Settling Disputes

In the case that the Account Holder should object to any item debited or any amount appearing on the monthly statement, within one month after the date on which the entry was made, such Account Holder can request the Bank to reverse the relevant

entry. However, the instruction to reverse any entry shall not be on the grounds of any entitlement to compensation as against any affiliated business, which in the opinion of the Account Holder can be invoked, in the relevant case.

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

11. Settlement

The monthly statement for the Credit Card Account shall be settled in US Dollars. The sales-slips and withdrawals stated in another currency, shall be converted into US Dollars at the price quoted on the day on which the relevant transaction is debited to the Bank, including any conversion fees charged by MasterCard.

12. Lost And Stolen Cards Notification

In the case that the Credit Card should be lost or stolen or if unauthorized use is suspected, the Cardholder or the Account Holder shall give notice to such effect to the Bank without delay. Until further notice such information shall be supplied to the Bank by telephone at **(599-9)-466-0440** during regular hours or to the MasterCard Global Service at MasterCard Global service Toll Free at **1-800-622-7747** or collect from your country **1-636-722-7111**.

The Cardholder or the Account Holder shall not be liable for any unauthorized use of the lost or stolen Credit Card if such use occurs after relevant notice has been issued informing the Bank, without undue delay, in the Bank's opinion, and such unauthorized use did not involve the participation of the Cardholder or the Account Holder.

Any Credit Card reported stolen or lost shall cease to be valid and shall be destroyed and returned to the Bank in the manner stipulated in Article 4, in the case that it should be recovered.

13. Credit Limit

The Cardholder shall confine use of the Credit Card to the limit assigned. Any amount over the assigned limit shall be due and an over-limit fee will be assessed.

14. Repaying The Amount You Owe

When the Cardholder uses the Credit Card, and/or allows others to use it, the Account Holder incurs a debt. Interest, service charges, and annual fees that the Bank charges the Account Holder under this Agreement, will be added by the Bank to the Account Holder's debt and will form part of it. The Account Holder agrees to repay the debt to the Bank. The Account Holder shall give the Bank an irrevocable authorization to debit the minimum payment due

stated on the monthly statement. The Account Holder ensures that sufficient funds are kept on account enabling endorsed slips to be effected.

15. Making a Minimum Monthly Payment

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

16. Failure To Pay

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

17. Making Payment When Mail Service is Disrupted

Even when normal mail service is disrupted, the Account Holder must continue to make payments. If appropriate, the Bank will inform the Account Holder where to do so, and where to pick up its statements, by advertising on radio or television or in the newspapers. The Cardholder's statement will be deemed to have been delivered to the Cardholder on the day it is available for the Cardholder to pick up, whether or not Cardholder does so.

18. Additional Account Holder/Cardholder Services And Benefits

The Account Holder/Cardholder understands that additional services and benefits are available to the Cardholder at no extra cost. **Further, the Account Holder/Cardholder understands that the additional services and benefits available with the Credit Card may be governed by separate Agreements or authorizations by which the Account Holder / Cardholder agrees to be bound. The Account Holder / Cardholder also understands that some of these services and benefits are supplied by firms independent of the Bank and that the Bank is not liable for them.**

19. AAdvantage® Program

The Credit Card Account allows for the opportunity to earn AAdvantage® miles for its purchases under the AAdvantage® loyalty program of American Airlines. Each month, the Account Holder's American Airlines AAdvantage® account will be credited with AAdvantage® miles equivalent to the US dollar value of purchases posted to the Account Holder's monthly statement less the US dollar value of purchases credited to the Account Holder's account on the same monthly statement. If purchases credited exceed purchases posted on the Account Holder's monthly statement, no AAdvantage® miles will be credited to the AAdvantage® account. The excess purchase credits will be subtracted from purchases posted to subsequent statement(s) for the purpose of determining miles to be credited to the Account Holder's AAdvantage® account. The Credit Card is for personal use only, therefore the use of the Credit Card for commercial use does not entitle the Account Holder to accumulate miles.

American Airlines reserves the right to change the AAdvantage® program and its terms and conditions at any time without notice, and to end the AAdvantage program with six months notice. Any such changes may affect your ability to use the awards or mileage credits that you have accumulated. Unless specified, AAdvantage miles earned through this promotion/offer do not

count toward elite-status qualification or Million MilerSM status. American Airlines is not responsible for products or services offered by other participating companies. For complete details about the AAdvantage program, visit www.aa.com/aadvantage. American Airlines, including its AAdvantage program, is not a financial service provider. American Airlines, AAdvantage and Million Miler are trademarks of American Airlines, Inc.

"Purchase Credit(s)" refer to purchase transactions posted to your Credit Card Account, which are subsequently reversed.

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

20. Unenforceability Of Certain Parts Of This Agreement

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

21. Amendments To The Conditions

At all times, the text of the MCB / AAdvantage® MasterCard Black™ card General Terms & Conditions for the Credit Card Account, and any amendments which the Bank may introduce, shall be available for inspection at the offices of the Bank.

The Account Holder shall be considered to have agreed to any amendments made by the Bank, unless such Account Holder notifies the Bank of any objections such organization may have against the relevant amendments within four weeks after such organization has been notified of the amendment.

Consequently, the relevant Credit Cards shall cease to be valid and shall be destroyed and returned to the Bank in the manner stipulated in Article 4, without delay.

22. Disclosure Of Information

The Bank may disclose any information about you and your accounts:

- a. In response to credit inquiries generated as a result of credit applications made by you;
- b. If the Bank in its discretion deems such disclosure necessary or desirable;

- c. Pursuant to legal process or subpoena;
- d. If disclosure is necessary to protect the Bank's interests.

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

23. Account Holder Acknowledgement

With undersigning of the Certificate of Receipt of the Credit Card(s), the Account Holder declares to have also received the General Terms & Conditions for the MCB / AAdvantage® MasterCard Black™ card.



