



THE USE OF A REPUBLIC BANK BUSINESS / CORPORATE CARD IS GOVERNED AT ALL TIMES BY THE TERMS AND CONDITIONS SET FORTH HEREUNDER.

1. In this Agreement:
 - a) "ABM" means automated banking machine.
 - b) "Acquiring Bank" means the entity that initiates and maintains relationships with Merchants for the acceptance of a Credit Card.
 - c) "Bank" means Republic Bank Limited and its heirs, successors and assigns.
 - d) "Business/Corporate Card" means the Republic Bank Business/Corporate Credit Card currently issued to a Cardholder.
 - e) "Business/Corporate Card Account" means an account in the name of the Customer maintained by The Bank in relation to Business/Corporate Card Transactions.
 - f) "Business/Corporate Card Cash Limit" means the maximum total amount for Cash Advances as notified by The Bank to the Customer in relation to a Cardholder from time to time which may be obtained.
 - g) "Business/Corporate Card Account Line" means the maximum debit balances permitting to be outstanding at any one time on the Business/Corporate Card Account as notified by The Bank to the Customer from time to time.
 - h) "Business/Corporate Card Transaction" means the purchase of goods or the obtaining of services or cash against use of the Business/Corporate Card, the Card number or in any manner authorized by the Cardholder for debit to the Business/Corporate Card Account or the utilizing of any services made available to the Cardholder by The Bank from time to time in respect of the Business/Corporate Card.
 - i) "Billing Period" means the period between the dates of any two consecutive Billing Statements.
 - j) "Billing Statement" means a statement provided to the Cardholder showing information, including (but not limited to), the Debt, the minimum payment due and the Payment Due Date.
 - k) "Cardholder" means any person for whose use a Business/Corporate Card is issued by The Bank at the request of the Customer under provisions of Clause 33.
 - l) "Cash Advance" means any payment of cash obtained by use of the Business/Corporate Card.
 - m) "Customer" means an individual and any body corporate or non-corporate in whose name a Business/Corporate Card Account is maintained and where the Customer consists of two or more persons, then that definition shall throughout mean all or any of them and the liability of such persons shall be joint and several.
 - n) "Debt" means all amounts (including Cash Advances, interest, service fees or other charges) owed to the Bank on a Business/Corporate Card and / or Business/Corporate Card Account.
 - o) "International Provider" means Visa Incorporated, Mastercard, Merchant or the Acquiring Bank as applicable.
 - p) "Merchant" means the corporation, firm, or individual who has agreed to honour the Business/Corporate Card upon presentation by the Cardholder.
 - q) "Payment Due Date" means the date that the Debt is to be paid by.
 - r) "PIN" means the Personal Identification Number issued to the Cardholder.
2. The Business/Corporate Card must be signed by the Cardholder immediately upon receipt and may only be used:
 - a) By the Cardholder after it has been signed.
 - b) Subject to the terms of this Agreement and the conditions of use of the Business/Corporate Card which are in force at the time of use.
 - c) Within the Business/Corporate Card Line of the Business/Corporate Card Account.
 - d) To obtain the facilities and benefits from time to time made available by The Bank in respect of the use of the Business/Corporate Card.
 - e) Subject to the rights of the Bank, in its absolute discretion and without prior notice, at any time to cancel, refuse or re-issue, renew or replace the Business/Corporate Card or to withdraw the right to use the Business/Corporate Card for, or to refuse any request for authorisation of, any particular Business/Corporate Card Transaction and to publish any such withdrawal or refusal.
3. The Bank will debit the Business/Corporate Card Account with the amount of all Business/Corporate Card Transaction and any other liabilities of the customer and any loss incurred by The Bank arising from the use of the Business/Corporate Card. The Customer will be liable to pay to The Bank all amounts so debited whether or not a sales voucher or cash advance voucher is signed by a Cardholder.
4. The Bank is authorised to debit the Business/Corporate Card Account with all charges pertaining to the acquisition of the Business/Corporate Card, and/or its renewal and/or its replacement in the event of loss/theft/damage.
5. Business/Corporate Card Transactions using the Business/Corporate Card may be authorized by the Cardholder using, as the circumstances require, a combination of the Business/Corporate Card and the PIN or Signature or other security details associated with the Business/Corporate Card or the Business/Corporate Card Account or in other ways advised to the Cardholder by the Bank from time to time, subject to this Agreement, until the Card expiry date. Such authorization will be given to the Bank or to a Merchant. Where a Chip and PIN is used, a PIN must be used to authorize a Business/Corporate Card Transaction unless the Business/Corporate Card Transaction is executed electronically e.g. telephone or internet, in which case other security details will be requested from the Cardholder to authorize the Business/Corporate Card Transaction. The Customer will nevertheless remain liable to pay the Bank all amounts debited to the Business/Corporate Card Account.
6. Whenever the Business/Corporate Card is used in conjunction with an Automatic Banking Machine (ABM) it must be used only in accordance with the operating instructions and conditions of use in force for the time being. In particular, cash withdrawals must not exceed the permitted limit as notified by the Bank to the Customer and/or Cardholder.
7. If a Merchant issues a refund voucher in respect of a Business/Corporate Card Transaction the Bank will credit to the Business/Corporate Card Account the amount shown to be due when it receives the refund voucher or other similar refund verification acceptable to the Bank, unless such refund voucher or verification is received by The Bank then (subject to any rights vested in the Customer by statute) the amount will be payable in full to The Bank and no claim by a Customer or Cardholder against the Merchant may be subject of set-off or counter claim against the Bank.
8. The Bank will not be liable in any way if the Business/Corporate Card is not honoured by a third party or for any retention of a Business/Corporate Card by The Bank, and other financial institution, or any seller of goods or services.
9. No Business/Corporate Card may be used after its expiry date.
10. No Business/Corporate Card may be used as payment for any illegal purchase or transactions.
11. The Bank will provide the Cardholder with a Personal Identification Number (PIN) for the Business/Corporate Card. The Cardholder can change the PIN at any Bank branch or ABM of the Bank.
12. The liability is that of the Customer.
13. The Business/Corporate Card remains the property of The Bank at all times and must be returned immediately to The Bank or, at the request of the person acting for The Bank, at the request of The Bank.
14. The Bank may at any time and without notice, cancel or suspend the right to use the Business/Corporate Card entirely or in respect of specific facilities or refuse to re-issue, renew or replace any Business/Corporate Card, without in any case affecting the Customer's and/or the Cardholder's obligations to The Bank which shall continue in force.
15. The Cardholder will exercise all possible care to ensure the safety of the Business/Corporate Card and will prevent the PIN or any other pertinent information from becoming known to the Customer and any other Cardholder. The Cardholder will not disclose the Business/Corporate Card number to any third party except for the purpose of Business/Corporate Card Transaction or when reporting the actual loss or theft or damage to the Business/Corporate Card.
16. If the Credit Card is lost, stolen or for any other reason liable to misuse or if the PIN is disclosed in breach of the terms of this Agreement, the Cardholder and/or Customer must immediately notify The Bank's Credit Card Centre or any branch of the Bank. This notice, if given orally, must be confirmed by the Cardholder and/or Customer, in writing or by fax to the Bank's Credit Card Centre as soon as possible or no later than 14 business days.
17. The Customer and the Cardholder will give to The Bank all the information in their possession as to the circumstances of the loss, theft or misuse of the Business/Corporate Card or disclosure of the PIN and take all steps deemed necessary by The Bank to assist in the recovery of a missing Business/Corporate Card. In the event of any such loss, theft or misuse being suspected, the Bank may provide the Police or other pertinent authority with any information it considers relevant whether relative to the Business/Corporate Card Account or otherwise. If a Business/Corporate Card is reported as lost, stolen or liable to misuse, that Business/Corporate Card must not subsequently be used, but must be cut in half and returned immediately to The Bank.
18. The Bank shall not be liable if it is unable to perform its obligations due directly or indirectly to the failure of any machine, data processing system or transmission link or to industrial dispute or to any cause outside the control of The Bank, its agents, servants or sub-contractors. If the Bank is unable to produce or send a statement, the Customer's liability for interest shall continue and for the purpose of calculating interest and establishing the date on which payment is due The Bank may select a date each month as the statement date.
19. Any notice pertaining to the Business/Corporate Card Account shall be conveyed via post, facsimile message, in branch promotions, statement inserts, media transmissions, electronic mail, or other electronic channel to the Customer and/or Cardholder and shall be deemed received if delivered by post, within 48 hours after the date of posting and within 24 hours if sent by facsimile message or otherwise electronically.
20. The Business/Corporate Card Line together with all charges made against the Business/Corporate Card Account, as provided in this Agreement, must not be exceeded at any time without The Bank's prior approval. In the event that the established Business/Corporate Card Line is exceeded, a charge of 5% of the amount in excess thereof subject to a minimum charge of US\$12.00 will be payable to The Bank. Should the Business/Corporate Card Line be exceeded at the Billing Statement date, a minimum charge of US\$12.00 will be levied and become payable to The Bank.
21. The Bank may vary the Business/Corporate Card Line at any time and from time to time. Such change shall be advised to the Customer in accordance with the notice provisions in Clause 19 prior to the effective date of the change.
22. The Customer may at any time pay the entire amount outstanding on the Business/Corporate Card Account. In any event, however, the minimum payment due shown on the Billing Statement must be paid by its due date.
23. The minimum payment to be made at the end of a Billing Period shall be:
 - (a) 2.77% of the following (i) the principal balance, (ii) fees, and (iii) interest, due on the Credit Card Account at the end of the Billing Period; or
 - (b) A combination of any minimum payments (wholly or partially) unpaid for any previous Billing Periods at the end of the current Billing Period and an amount calculated as per item a) above for the current Billing Period.The Payment Due date shall be at least twenty (20) days from the end of the current Billing Period.
24. A late payment of 3.2% of the Minimum Payment due in respect of any Billing Period, subject to a minimum fee of US\$10.00 / TT\$68.00 will be payable by the Customer if payment of that Minimum Payment is overdue.
25. Payments made to the Business/Corporate Card Account will be applied in the following order:
 - (a) Interest on overdue payments in respect of any Billing Periods;
 - (b) Interest on amounts due at the end of the current Billing Period;
 - (c) Fees on amounts in excess of the Business/Corporate Card Line;
 - (d) Annual fees and all other fees and charges accrued due under the terms of this Agreement not otherwise specifically set out in this Clause;
 - (e) Overdue payments on the Business/Corporate Card Account in respect of any Billing Periods;
 - (f) Amounts in excess of the Business/Corporate Card Line.
26. (a) In the event that the Customer does not receive a Billing Statement within ten (10) calendar days after the end of the relevant Billing Period, then the Customer must so advise The Bank's Credit Card Centre immediately and arrange to take delivery of a copy of that Billing Statement. No Billing Statement will be provided if there has been no activity for the ensuing month and no balance is due. (b) Any queries concerning any entry on a Billing Statement must be made by the Customer to the Credit Card Centre within thirty (30) calendar days after the end of the relevant Billing Period after which time The Bank will not be obliged to consider any query.
27. Payments to the Business/Corporate Card Account may be made at any branch of the Bank, an automatic debit to a deposit account maintained at any of the Bank's branches, or via RepublicOnline or RepublicMobile. Payments can be made in TTS and/or US\$. Payments that exceed the Business/Corporate Card Line are not allowed unless the amount due at the time is more than the Business/Corporate Card Line.
28. No interest will be payable on any amounts debited to the Business/Corporate Card Account if the outstanding balance is paid in full by the Payment Due Date shown on the Cardholder's current Billing Statement. Payment must be made in full by the Payment Due Date for two (2) consecutive Billing Statements. In default of payment as aforesaid, interest will be charged on all purchases, cash advances, interest and fees from the previous month's Billing Statement plus on all purchases, cash advances and fees for the current month's Billing Statement.
29. Interest will be computed at a monthly periodic rate of 2% for the Billing Period. This interest rate may be changed by the Bank at any time and from time to time in its sole discretion.
30. Where the Business/Corporate Card is used to obtain Cash Advances a handling charge of 3.2% of the amount so obtained, subject to a minimum charge of TT\$25.00 / US\$5.00 will be payable by the Customer to The Bank. Cash Advances shall not exceed the Business/Corporate Card Cash Limit.
31. An Annual Membership Fee of US\$28.75/TT\$115.00 must be paid in respect of each Business Card account and US\$100.00 with respect to each Republic/Advantage MasterCard Corporate Card issued to a Cardholder and the fee must be paid whether or not the Business/Corporate Card is used. The fee(s) will be charged on each anniversary date of the opening of the Business/Corporate Card Account and may be changed by The Bank at any time and from time to time in its sole discretion.
32. A fee of US\$5.75/TT\$28.75 will be charged in respect of each new Business Card Account; US\$25.00 in respect to each new Corporate card account opened/issued because of lost/stolen/damaged cards.
33. The Bank may in its sole discretion issue a Business/Corporate Card to the use of any person who is nominated in writing on the Official Nomination form by the Customer as a cardholder on the Business/Corporate Card Account. The Customer shall be liable for the use of each Business/Corporate Card and for all amounts arising from or losses incurred by The Bank in connection with or arising from the use of any Business/Corporate Card (whether by act or omission) by the Cardholder (including any use in breach of the terms of this Agreement which The Bank shall be under no duty to prevent) which may be debited to the Business/Corporate Card Account. In addition to any of its other powers, The Bank may cancel any Business/Corporate Card issued to a Cardholder at any time upon the written request of the Customer and the return of such Business/Corporate Card to The Bank or upon the surrender to The Bank of such Business/Corporate Card by the Cardholder.
34. Notwithstanding anything to the contrary set out elsewhere in this Agreement, The Bank shall have the right in its sole discretion at any time and from time to time to demand immediate repayment of all monies due to it by the Customer under the terms of this Agreement.
35. The Bank may vary this Agreement and/or these conditions at any time in its sole discretion by giving the Customer notice of the change through announcements on the Bank's website or otherwise by giving notice in accordance with Clause 19 and such amendment shall be binding upon the Customer and all Cardholders on the Business/Corporate Card Account.
36. The amounts due under this Agreement shall become payable by the Customer in full immediately upon:
 - (a) A resolution being passed for the winding-up of the Customer, or a liquidator or receiver being appointed of the Customer of any part of its undertaking or entering into any agreement for the benefit of the Customer's creditors being an individual having a receiving or bankruptcy order being made against him;
 - (b) At The Bank's discretion, either if there is any breach of the Agreement by the Customer or a Cardholder or if the Customer is in default in respect of any other monies or liabilities of whatever nature due or incurred to The Bank.
37. (a) The Customer may terminate this Agreement by written notice to The Bank but such termination shall only be effective when such notice and all Business/Corporate Cards issued to all Cardholders have been returned to The Bank and no other bank or other person has been fully liquidated. (b) The Bank may terminate this Agreement at any time without notice and thereupon cancel or refuse to renew the Business/Corporate Card issued to all Cardholders. (c) The Bank may also suspend the use of any or all Business/Corporate Card(s) in the event of any breach of the terms of this Agreement by either the Customer or any Cardholder. (d) Unless and until termination takes place as provided for in this Agreement, The Bank will provide a new Business/Corporate Card for each Cardholder from time to time. (e) These rights are in addition to any other rights or remedies which The Bank may have whether to recover outstanding debts or otherwise and the obligations and liabilities of the Customer and each Cardholder shall continue until such time as all amounts of whatever nature due to The Bank under this Agreement (including, but not limited to, interest and other charges) have been paid in full.
38. All queries/disputes concerning any entry on a Cardholder's Billing Statement must be made in writing by the Customer and/or Cardholder via a dispute form issued by the Bank within thirty (30) calendar days after the end of the relevant Billing Period after which time the Bank will not be obliged to consider any query. Where Business/Corporate Card Transactions under dispute are done on a Cardholder's card, the Credit Card Transactions must be disputed in writing by the respective Cardholder. And all disputes between the Customer and/or Cardholder and a Merchant in respect of any Business/Corporate Card Transaction shall be resolved by and between the Customer and/or Cardholder and the Merchant. In the case of such disputes, the Bank shall remain fully indemnified by the Customer and/or Cardholder in respect of any and all claims arising therefrom whether by the Merchant or any third party. Notwithstanding any pending disputes, the Customer is required to continue making payments to the Account.
39. A Customer shall immediately notify its/their home branch in writing of any change of its/their name or address or the name or address of any Cardholder.
40. If any part of this Agreement is found to be invalid, the rest remains effective.
41. The Business/Corporate Card shall be so designated by the Bank and its use will be at all times subject to any statutory restrictions/regulations which may be imposed from time to time by the Central Bank of Trinidad & Tobago or any other governmental or regulatory authority. All Business/Corporate Card transactions completed in a currency other than the currency of the Business/Corporate Card Account will be converted and posted in the currency of the Business/Corporate Card Account. The International Provider (s) will convert to U.S. dollars any international charge or credit made to the Business/Corporate Card Account. The conversion will be pursuant to the specific International Provider's regulations in effect. The rate selected by the International Provider is determined from (a) a range of rates available from wholesale currency markets and/or applicable central processing rate and/or (b) Government mandated rates in effect for the applicable central processing date. The International Provider (s) may charge to the Bank, international service fees and currency conversion fees. Accordingly, the Bank may add a percentage mark-up to the exchange rate and/or apply a related international service fee to the Account, as may be determined by the Bank from time to time. The Bank will not assume any risk associated with foreign currency exchange gains or losses from currency conversion resulting from the Cardholder's use of the Business/Corporate Card. The Bank may also apply a fee to the Business/Corporate Card Account, as may be determined by the Bank from time to time for each purchase or Cash Advance made outside of Trinidad and Tobago regardless of whether purchase or Cash Advance is made in foreign currency or Trinidad and Tobago dollars.
42. Where the Customer maintains any other account(s) with the Bank, the Bank has the right at any time without notice to set off or transfer any sum outstanding to the credit of the Customer, in or towards satisfaction of the liabilities of the Customer under this Agreement (whether or not the other accounts are maintained in Trinidad and Tobago dollars or in any other currency. The charges applied to the Business/Corporate Card Account can be charged at any time by the Bank in its sole discretion.)
43. The Customers and Cardholders acknowledge and agree that the Bank reserves the right to prevent the Business/Corporate Card Account and / or the Business/Corporate Card from being used for certain types of Credit Card Transactions as determined by the Bank.
44. All Business/Corporate Account charges may be changed at any time by the Bank in its sole discretion.
45. This Agreement shall be governed by the Laws of Trinidad and Tobago.