

Barclaycard Terms and Conditions - Botswana

1. Definitions

In this document, the words and phrases have the meanings shown next to them. **Account** - the account we keep to record transactions. **Additional cardholder** - any person you have asked us to give a card to so that they may use your account. **Barclays Bank PLC** - Barclays Bank PLC, 1 Churchill Place, London E14 5HP. **Barclays Group** - us, our parent company and any companies we or our parent company totally or partly own at any time. **Card** - any Barclaycard we give you or an additional cardholder to use with the account. **Cash advance** - cash or travellers' cheques obtained using the card or card number. **Credit limit** - the most we allow you to owe us on the account at any time. **Minimum payment** - the smallest amount you must pay us each month, which we work out. **Payment date** - the date given on your statement by which you must make a payment. **Payment** - amounts you pay us to reduce the amount you owe us. **PIN** - your personal identification number. This will be either the number we give you or the number you choose. **Statement balance** - the amount, including interest, you owe us on the statement date. **Subscription date** - each anniversary of the date we open your account or, if different, of the date on which the **subscription fee** was last charged or due to be charged. **Subscription fee** - the fee we charge you when your account is opened and on each **subscription date**. **This agreement** - the credit agreement you have signed, the Barclaycard conditions of use and any changes made to those conditions from time to time. **Transaction** - any purchase made or cash advance obtained by you or an additional cardholder using the card or card number. **We, us, our** - Barclays Bank of Botswana Limited, PO Box 478, Barclays House, Khama Crescent, Gaborone, Botswana and any business or other person we transfer any or all of our rights and responsibilities to under this agreement. **You, your** - the person who signed this agreement. **Your information** - personal and financial information we (a) obtain from you or from any third parties such as credit reference agencies or other organisations when you apply for a card or any other product or service or which you or they give us from time to time or (b) learn from the way you use and manage your account and from the transactions you make such as the date, amount, currency and the name and type of supplier (e.g. supermarket services, medical services, retail services).

2. Using the card

- 2.1 You must sign your card as soon as you receive it and follow any instructions that we give about using cards and keeping them safe. You must also make sure that any additional cardholder follows the same instructions.
- 2.2 You and any additional cardholder can use cards for transactions up to the credit limit (and for any other use that we allow). When deciding whether you have gone over the credit limit we can include the amount of any transaction we have approved but have not yet put on the account.
- 2.3 We will convert all transactions on the account into Pula using the exchange rate and a percentage commission on the amount of the transaction. Please note that the exchange rate we use may or may not be the same as the rate on the date of the transaction as conversion may take place at a later date.
- 2.4 We will give you replacement cards from time to time. A replacement card will either be the same as your existing card or another card that you are then eligible for and which is covered by this agreement.
- 2.5 Cards belong to us. We can ask you to return them to us and we can ask others to hold on to them for us at any time.

3. Credit limit

From time to time we will work out your credit limit and tell you what it is.

4. Charges

- 4.1 We will charge a subscription fee on the opening of your account and thereafter on each subscription date.
- 4.2 We will charge a handling fee each time you or any additional cardholder make a cash advance.
- 4.3 We will charge interest on the statement balance.
- 4.4 We will charge you a one off fee which is debited to your account on account opening.

5. Repayments

- 5.1 Each month you must make a minimum payment. The minimum payment must be received by us and paid into your account on or before the payment date.
- 5.2 If you pay the statement balance on or before the payment date, we will not charge interest on any of the items shown in your statement.
- 5.3 If you do not pay the statement balance in full on or before the payment date, we will charge interest and add it to your account on the next statement date. We charge interest on a daily basis from the date any item is put on your account.
- 5.4 You must pay us immediately (and in full):
- any late minimum payments
 - any amount you have spent over your credit limit
 - the amount of any transaction which breaks this agreement.
- 5.5 Depending upon legal requirements we have to follow, we can ask for all amounts unpaid under this agreement to be paid immediately and in full if you:
- break this agreement regularly or seriously;
 - die;
 - become bankrupt, or an application for the sequestration is made against you in terms of the Insolvency Act Cap 42:02, or you surrender your estate or compromise (or attempt to compromise) with your creditors; or
 - a judgement is taken against you, whether by default or otherwise.
- 5.6 If any amount remains outstanding, you authorise us to offset such amount from any amounts that you may have in credit in any of your accounts with the Bank.

6. Statements

We will normally send you a monthly statement showing your payments and all amounts we have put on your account since the last statement.

7. Limiting your right to use the card

- 7.1 We may (without telling you first):
- refuse to approve a transaction;
 - cancel or suspend your right, or an additional cardholder's right, to use the card for any or all purposes; or
 - refuse to replace any card.
- This agreement will continue even if we do any of these things.

- 7.2 We will not be liable:
- if we do not approve a transaction;
 - if you or an additional cardholder cannot use the card for a transaction; or
 - for any loss or damage you or any additional cardholder suffer as a result of the way you are told this.
- 7.3 You must never write your PIN on the card or on anything you usually keep with it. If you do make a written record of your PIN you must disguise it.
- 7.4 You may not use your card for any illegal purchase.

8. Security

- 8.1 You must keep the card safe and the PIN secret at all times.
- 8.2 You must never allow anyone else to use your card.
- 8.4 You must only reveal the card number to make a transaction, to report the loss or theft of the card, or if we allow you to do so.
- 8.5 You can only give the PIN to an additional cardholder on your account.

9. What you must tell us

- 9.1 You must tell us immediately if:
- (a) the card is lost or stolen or you think that it may be misused; or that someone other than an additional cardholder may know the PIN;
- (b) your statement includes an item which you think is wrong; or
- (c) you change your address, or you or an additional cardholder change name.
- You can contact us for (a) at Barclaycard, Private Bag 00349, Gaborone, telephone 0800 600 444 or, during business hours, at any of our branches. For (b) or (c) you can contact us at the address and telephone number given at the top of your monthly statement. We may ask you to confirm in writing within seven working days any information you have not already given us in writing.
- 9.2 You must give us all the information you have about the loss, theft or misuse of a card or the PIN, and any other information we ask for to help us. We may give the police any information we think will be useful. If you find cards which you have reported as lost, stolen or at risk of misuse, you must not use them. You must cut them in half and return them to us immediately at the address show in condition 9.1.

10. Limits of liability

- 10.1 You will not be responsible for any transactions if a card is misused before you receive it.
- 10.2 If someone uses your card as a result of your negligence or the negligence of an additional cardholder, you will be liable for all the transactions which take place before you tell us that it may be misused.
- 10.3 We will not be liable to you if we cannot carry out our responsibilities under this agreement as a result of anything that we cannot reasonably control. This includes:
- any machine failing to work; and
 - industrial disputes.
- If we cannot produce or send a statement we will use your normal monthly statement date to work out interest and the payment date.

11. Refunds and claims

We will only credit your account with a refund for a transaction if the retailer asks us to. You cannot use a claim against us, or refuse to pay us, unless you have a legal right to do so. You cannot transfer any rights against us to anyone else.

12. Changing the terms of this agreement

- 12.1 We may change the terms of this agreement at any time by telling you about the change.
- 12.2 We may introduce a charge for any service provided under or in connection with this agreement. We will tell you about any changes in one or more of the following ways:
- advertising in the press;
 - putting messages in your monthly statement; or
 - sending you a separate written notice.
- Changes will happen at least fourteen days after we tell you about them, apart from changes in the interest rate which may apply immediately.
- 12.3 All charges in respect of interest rates and fees shall be stipulated in the current charges supplement to these terms and conditions, which shall be amended from time to time and distributed to all cardholders.

13. Ending this agreement

This agreement will end if you or we have given written notice to the other and you have returned all cards and made all payments due under this agreement. We will not refund the subscription fee when the agreement ends.

14. Additional cardholders

You are responsible for all use of the card by an additional cardholder (even if the additional cardholder does something which makes you break this agreement). If you wish to cancel any additional card, you are responsible for returning the card to us.

15. Your information

- 15.1 We will not normally give or show your information to anybody else. But we may give your information to the following:
- Barclays Bank PLC for the purposes set out in section 15.2.
 - Credit reference and fraud prevention agencies and other organisations who may record, use and give out information to other lenders and insurers. The information may be used to make assessments for credit and all types of insurance (including handling any claims), for debt tracing and to prevent fraud and money laundering. They may also make a record of our searches against your name. We may give details of how you manage your account to these organisations.
 - People who provide a service to us or are acting as our agents, on the understanding that they will keep the information confidential.
 - Anyone we transfer or may transfer our rights and duties to under this agreement.
- We may also disclose your information if we have a duty to do so or if the law allows us to do so.
- 15.2 To help us develop and improve our services to you and other customers and to protect our interests, we may also put your information on the Barclays Group customer systems and use it in the following ways:
- to consider your card application;
 - to manage your account and to produce statements (which will include the names of suppliers);
 - for assessment and analysis (including credit scoring and product analysis) by us and other companies within the Barclays Group; and
 - to tell you (by letter, phone (including automated dialling), television or email) about products and services (including those of others) which may interest you. This includes Barclays Bank PLC. We will only let other companies in the Barclays Group contact you if you have expressly agreed that they can.

- 15.3 If we transfer your information to a service provider or agent in another country, they will make sure that the service provider or agent agrees to apply the same levels of protection as they apply to information held by them and to use your information only for the purpose of providing the service.
- 15.4 It is recorded that your consent is hereby freely and voluntarily given.

16. General

- 16.1 We do not promise that services and benefits which we provide outside the terms of this agreement will always be available. We may withdraw or vary these services or benefits at any time without giving you notice.
- 16.2 We may record or monitor phone calls between us and you or an additional cardholder so that we can check instructions and make sure that we are meeting our service standards.
- 16.3 We will charge you for any losses or costs we have to pay if you break this agreement. These additional charges will be added to your account and shown on your statement balance.
- 16.4 We will continue to charge interest on any sums outstanding both before and after any court judgement.
- 16.5 We may transfer to any other person any or all of our:
- rights under this agreement at any time;
 - duties.
- We may do this without telling you. Your rights under this agreement and your legal rights will not be affected.
- 16.6 This agreement is governed by the laws of the Republic of Botswana.
- 16.7 A Certificate signed by any of our Managers stating the amount of your indebtedness to us shall constitute prima facie proof of your indebtedness to us for the purposes of obtaining judgement (including Summary Judgement).
- 16.8 In the event we institute legal proceedings against you, you agree that you will be liable to pay or reimburse us any and all legal fees and/or costs incurred by us.

- 16.9 You hereby agree that, unless you notify us in writing of a change, the address on the application is the address at which you will accept service of any and all notices or proceedings from us.
- 16.10 In order for us to open your account, we require you to enter a Life Assurance Policy and you authorise us to automatically debit the monthly premium for the life assurance policy from your account. By signing this agreement you confirm that you have read, understood and agree to be bound by the terms of the Life Assurance Policy which we require you to enter into.

MU Data Protection Notice (applies to MU Barclaycard only)

Manchester United PLC and its associated companies from time to time are members of the Manchester United Group ("MU", the "MU Group"). A full list of all companies in the MU Group is available on request from: Barclaycard, Private Bag 00349, Gaborone. Or telephone: 0800 600 444.

In addition to the purposes set out in clause 15 of the Conditions of Use, Barclays Group may also use your information: (i) to inform MU of the outcome of your application for a MU Barclaycard i.e. whether your application is accepted or declined; (ii) to keep MU informed about your take-up and use of the product(s) you have selected; and, (iii) to inform MU of your purchasing preferences and profile so that MU may assess, review, develop and improve the services it offers to you and to enable MU to provide you with further marketing offers.

MU may use your information: (i) to administer any services and/or products MU provide you with; (ii) to trace and recover debt and prevent fraud; (iii) to assess your purchasing preferences and profile in order to review, develop and improve the services MU offers and to enable MU to provide you with further marketing offers; and (iv) for market research.

MU may monitor or record telephone calls between you and MU for security purposes and to improve the quality of MU's services to you.

MU may introduce you to, or pass certain details from your information (including details of your purchasing preferences) to other carefully selected companies or organisations. MU and/or they may wish to contact you by mail, telephone, email, fax, SMS, in person or otherwise about products, services (including financial services) and events. These third parties may advise MU whether you have expressed an interest in their products, events and services. If you do not want to receive information about products, events or services of the MU Group or from companies or organisations outside the MU Group, please write to: Barclaycard, Private Bag 00349, Gaborone. Or telephone: 0800 600 444.

The activities detailed in the MU Data Protection Notice may be undertaken by MU in countries which may not afford you the same level of protection regarding your personal information as in Botswana.

By returning your signed and completed application form to us, you agree to the MU Group and us processing your information as detailed above and confirm that you are entitled to disclose information about any co-applicant, guarantor and anyone else to whom you refer and that you have informed those individuals how their information will be used.

You and any co-applicant or guarantor have the right to request a copy of the personal data that we or the MU Group hold about you (for which a fee may be charged which shall be no greater than the fee payable by law) and to correct any inaccuracies.

RedRewards

Full terms and conditions for the RedReward prize draw are available on request by writing to: Barclaycard, Private Bag 00349, Gaborone.

IMPORTANT – YOU SHOULD READ THIS CAREFULLY

Loss or Misuse of Barclaycard

If the Barclaycard is lost, stolen or misused by someone, you may be liable to us for all resulting losses which we incur. You will not be liable for losses to us which take place after you have told us of the loss, theft, etc. provided you confirm any oral message in writing to us within seven days. If it is misused with your permission (or the permission of an additional cardholder) you will be liable for ALL losses.