

1. Definitions

- a) "Agreement" means the agreement between the Bank and the Cardholder, the Terms and Conditions of Use of Commercial International Bank (CIB) Kenya Limited International Visa Credit Card, as varied from time to time.
- b) "ATM", "POS" means an Automated Teller Machine or Point-of-Sale machine operated by the Bank or any other member of Visa.
- c) "Authorised User" means a person to whom the Bank shall have issued a Card.
- d) "Card" means the Commercial International Bank (CIB) Kenya Limited International Visa Credit Card issued to Cardholder.
- e) "Cardholder" means any person to whom a Card is issued by the Bank.
- f) "Card Account" means any Account maintained by the Bank in relation to Card Transaction.
- g) "Card Transaction" means any payment made or cash advance obtained by the use of the Card, the Card number or in any manner authorized by a Cardholder for debit to the Card Account.
- h) "Charges" means any fees or interest charged on the Card Account.
- i) "Credit Limit" means the maximum debit balance permitted on the Card Account as determined by the Bank in its sole discretion and notified to the Principal Cardholder.
- j) "Due Date" means the date every month, on which the payment in respect of the charges incurred by usage of the Card by the Cardholder falls due as communicated through the Statement.
- k) "Kenya" means the Republic of Kenya.
- l) "Principal Cardholder" means any person in whose name a Card Account is maintained pursuant to such person's application for establishment of a Card Account. and is inherently obligated to the bank to pay all amounts resulting from the issuance and the use of the primary card and any additional card and the fees and expenses due to them.
- m) "PIN" means any Personal Identification Number issued to a Cardholder.
- n) "Shillings" means "Kenya shillings" in the currency of Kenya.
- o) "Statement" means the monthly statement referred to in Clause 4 (b).
- p) "Supplementary Cardholder" means any person appointed by the Principal Cardholder and to whom the Bank will issue a card on instructions of the principal card holder subject to the conditions set out under clause 4 with respect to the supplementary card.
- q) "The Bank" means Commercial International Bank (CIB) Kenya Limited.
- r) "EMV cards" means smart cards, also called chip cards, integrated circuit cards, or IC cards which store their data on integrated circuit chips, in addition to magnetic stripes for backward compatibility. These include cards that must be physically inserted or "dipped" into a reader, as well as contactless cards that can be read over a short distance using near-field communication technology.
- s) 'you' and 'your' means the primary cardholder or (where appropriate) a supplementary card holder.
- t) 'Dynamic Currency conversion (DCC)' - is a service by Visa where the POS or ATM device give the cardholder who has travelled to a foreign currency the choice to pay either in their own currency or the local currency.

2. Acceptance

- a) Before you sign the application form, please read this Agreement very carefully.
- b) By signing the application form, you formally agree to the terms of this Agreement and the issuance of the Card and use of it will be governed by it.
- c) This agreement binds both the Principal Cardholder and any Supplementary Cardholder using the Principal Card Holder's account, who will be liable for all charges.

3. The cardholder's obligation

The Cardholder accepts, agrees and undertakes that they shall comply with these Terms and Conditions and shall not be entitled to deny or dispute either authority or the signatories to these Terms and

Conditions including the Application Form or the authority or actions of any Cardholders' or to avoid liability arising from these Terms and Conditions and the Transactions.

The Bank may, in its own discretion and at any time request the Cardholder to provide a guarantee or other security in a form acceptable to the Bank as security for the Cardholder's indebtedness incurred or to be incurred pursuant to these Terms and Conditions.

4. Supplementary Card

Upon written request of a Principal Cardholder, the Bank may issue an additional card to a person nominated by the principal card holder and accepted by the bank as a "Supplementary Cardholder"- these Terms and Conditions of Use shall apply to the use of the Supplementary Card and the principal Cardholder shall be bound by and be liable for its use in the same manner as if he/she had used it personally. In addition, the Bank shall cancel any Supplementary Card at any time at the written request of the Principal Cardholder and return of such Card to the Bank. It shall remain the responsibility of the Principal Cardholder to return the Card.

5. The card account

- a) The bank will debit the Card Account with the amounts of all Card Transactions and charges and any other liabilities of the Cardholder or losses incurred by the bank arising from the use of the Card. The Principal Cardholder will pay to the Bank all amounts debited whether a sale or cash advance voucher is signed by the Cardholder.
- b) The Bank will prepare and send monthly statements showing all debits and credits in respect of the Card account to the Principal Cardholder registered address at the bank, who will exercise an option and pay a minimum amount and/or the full amount on the said statement. The Principal Cardholder may at his/her option revolve the balance thereon. Any enquiries relating to such statements of account must be directed to the Bank immediately upon receipt thereof. If no such enquiries are made within 30 days from the date of the statements of accounts, it shall be deemed to be the accurate and conclusive record of account.
- c) All amounts charged to the Cardholder's account are immediately payable in full to the Bank by the Principal Cardholder in the case of,
 - Commission of an act of bankruptcy by the Cardholder.
 - In the event of death of the Supplementary Cardholder.
 - The amount of any excess over the Credit Limit, any arrears and any Card Transactions made in breach of this Agreement will be immediately payable in full whether demanded by the Bank.
- d) Payment on any account will take effect when received by the Bank and credited to the Principal Cardholder's account. If the payment is made by cheque, it will take effect when cleared by the respective banks.
- e) A handling fee will be charged if a cheque or other remittance is not honoured upon presentation. Non-receipt of the statements by the Principal Cardholder does not discharge obligations to pay all the amounts due on the Card Account.
- f) If the Bank accepts late or partial payment from the Cardholder, this does not affect any of the Bank's rights under this agreement or at law, even if the payment is described as in full or partial settlement of any sum due.
- g) The Principal Cardholder shall not be entitled to interest on any credit balance there may be on the account.

6. Use of card

The Card may only be used: -

- a) By that Cardholder Subject to the terms of this Agreement current at the time of use.
- b) To obtain the facilities and benefits from time to time made available by the Bank in respect of the use of the Card.
- c) During the validity period embossed on the Card.

- d) Subject to the right of the Bank in its absolute discretion and without prior notice, at any time to withdraw the right to use the Card for, or to refuse any request for authorization of, any particular Card Transaction and to publish any such withdrawal or refusal.
- e) To obtain cash advances from an ATM within a cash advance limit as shall be determined by the Bank and notified to the Principal Cardholder from time to time which shall form part of the Credit Limit.
- f) All Card Transactions, which take place in a currency other than Shillings and whether or not in Kenya, will be converted from the currency in which the Card Transaction took place into Shillings at the Visa's prevailing rate plus a margin imposed by the Bank as at the date of such conversion and shall be debited to the Card Account in Shillings.
- g) The Card may be used worldwide for Card Transactions expressed in the currency of the country of purchase. The monthly statement will be billed in Shillings.
- h) Failure to sign a voucher by the Cardholder for any services using the card shall not relieve the Cardholder from liability for any card transaction effected by the Bank for the Cardholder's account. Any voucher bearing the imprint of the card shall entitle the Bank to affect the card transaction, whether or not the Cardholder has signed it.
- i) The Card is not transferable and is valid for use only by the person whose name is embossed/indented on the Card.
- j) The Bank will issue the Cardholder a replacement card from time to time. A replacement card will either be the same as the Cardholder's existing card type or another card type that the Cardholder is eligible for, and which is covered by this agreement.
- k) The use of the Card is subject to the rules and regulations of Visa.
- l) It is the cardholder's responsibility to ensure that any Internet transaction is made on a secure site. The Bank will not take any responsibility on any misuse of a card as a result of the customer quoting their card number over the Internet.
- m) This Card is for personal use and must NOT be used for Commercial purposes or to fund any acts of terrorism, for money laundering purposes, fraud or any other illegal purposes. The bank has the right to reject any transaction, to cancel the card at any time without informing the customer if it used for commercial or suspicious reasons
- n) If the cardholder or the supplementary cardholder provides a mandate, whether such comprises a signed coupon, subscription voucher, or telephone instruction, or requests for a cash advance, or gives the Card Account number to make a purchase or obtain a cash advance, without presenting the Card (such as for mail order, telephone order, MOTO, or internet), the legal effect shall be the same as if the Card was used by the cardholder and a sales voucher or other document or cash advance voucher was signed by the Cardholder.

7. Your Credit Limit

Your Credit Limit will be for an amount as we determine following an assessment of your ability to repay the credit advanced based on the type of Credit Card applied for.

- a) We notify you of the credit limit when your application has been approved. We may vary the credit limit at any time. We may consider the latest income information you have given us in connection with any product when varying the credit limit.
- b) The credit limit is an overall limit that applies to all credit cards issued on an account or to you.
- c) It is your responsibility to ensure that the credit limit is not exceeded.
- d) You may request for an increase, or we may increase your Credit Limit by agreement with you and subject to us first carrying out a fresh credit assessment of your ability to repay the additional credit advanced.
- e) In calculating whether the credit limit has been exceeded, we may consider any transaction made using the credit card, but

which has not been debited from the account for a credit card; and Any authorisation we have given to a third party in connection with a proposed transaction using the credit card.

- f) If you exceed the credit limit or any temporary credit limit extension has expired, you must immediately pay us that part of the balance owing for the account for the credit card which exceeds the credit limit in addition to any payment we require.
- g) You may decrease your Credit Limit at any time by notifying us in writing. The decrease will take effect within 30 days after we receive your notification. We may decrease your Credit Limit at any time based on the conduct of your account and we will notify you of any such decrease in limit. You agree to reduce your Balance within your new reduced Credit Limit within 30 days after delivery of the notice decreasing your Credit Limit.

8. Other Charges and Fees

- a) Any of the billed amounts rolled over after the due date will attract interest at such rate per month as determined by the Bank in its sole discretion from time to time on the outstanding daily balance on the Card Account during the billing cycle. The Bank reserves the right to revise such interest rates within the confines of the law at any time. Interest will continue to accrue from the due date until payment in full is made into the Card Account to clear the outstanding balance.
- b) Interest Calculation will be as below:
 - i. Cash Withdrawal: the interest is calculated on the day after withdrawal, with no grace period.
 - ii. For Purchases: If the closing balance is paid in full on or before the due date, no debts will be charged to the credit card. If a portion of the closing balance is paid on or before the due date, debit returns will be fully calculated on the closing balance from the date of the statement's release until the date part of the balance is paid. The debit returns will then be calculated on the remaining amount until the end of the month.
- c) A late payment fee will be charged on any part of the Minimum Amount Due that remains unsettled/ outstanding after the Due Date in addition to interest on the balance carried forward.
- d) An excess over limit fee will be levied on the balance over the Credit Limit. This fee will be determined by the Bank from time to time.
- e) A fee of the amount of any cash advance shall be debited on the Card Account.
- f) A subscription fee will be debited annually to the Card Account in respect of each Card. The amount of such subscription shall be determined by the Bank in its discretion.
- g) A one-off joining fee will be debited to your account on opening of your Card Account.
- h) The aforesaid charges payable in respect of the use of the Card will be determined by the Bank in its discretion and may be revised from time to time and the Bank will inform the Cardholder of such revision.
- i) The Cardholder must pay to the Bank immediately (and in full):
 - Any late minimum payments.
 - All amounts demanded by the Bank to be paid immediately on demand if the Cardholder breaches this Agreement.
 - All unpaid amounts if judgment is entered against a Cardholder or any guarantor of the Cardholder, whether by default or otherwise, and is not complied with within seven (7) days or if any execution distress sequestration or other process is levied against any of the property, assets, or revenue of a Cardholder and/ or a guarantor of a Cardholder.
 - All unpaid amounts if the Cardholder is convicted of a criminal offence, pronounced bankrupt or upon the passing of any other judgment that may bring doubt as to the Cardholder's character or fitness to duly engage in contractual obligations or legitimate business transactions.
- j) The cardholder acknowledges that he/she reviewed, understands, and accepts the **list of tariffs**, expenses and fees returns, interest rate applied by the Bank to the credit card provided and recognizes that it is announced at all branches and channels of communication used by the Bank, the customer also acknowledges that it is within the Bank's right to amend these regulations without the need to obtain approval, to change the

rate of interest applied. The cardholder agrees to accept the bank's notification of any amendments in whatever way the Bank sees fit. The amendments are considered effective as of the date it is reported without the need to inform the customer in writing.

9. Set-Off

The Bank has the right to set off with or without notice any amount owed by the cardholder on the Card Account on any of the Cardholder's deposits, savings or current accounts. In case the currency differs from the debt currency The Bank will do a conversion as per the Bank's prevailing exchange rate. The Bank will provide the Cardholder with a detailed breakdown of the costs and expenses recovered from the Cardholder.

10. Safeguarding Card and The Pin

The Cardholder will exercise all care necessary to ensure the safety of the Card and the secrecy of the PIN and the card data at all times. A Cardholder should never write the PIN on the Card or anything usually kept with it. The Cardholder should exercise prudence in disguising any written record of the Pin. The Cardholder shall not allow any other person to use the Card with or without the knowledge of the PIN. The Cardholder must insist on being present when a card is used at the Point-of-Sale machine. It is the cardholder's duty to safeguard his/her Card with the same intensity as they would cash.

If the Card is lost, stolen or for any other reason liable to misuse or the PIN has been disclosed to anyone, the cardholder must notify the Bank directly by telephone upon which the bank shall immediately block the card. Any notification sent to the bank must be confirmed in writing immediately either by letter or E-mail address as contained in this agreement subject to a verification by the bank. Until the Bank receives any of the above notification the Principal Cardholder will be liable in respect of any misuse of the Card.

The Bank will not be held liable if the customer loses money due to the misuse or fraudulent use of the card. The Cardholder will take full responsibility if the credit card theft or loss is not reported to the bank immediately to enable the Bank to take the necessary measures.

The Cardholder will give the Bank all the information in the Cardholder's possession as to the circumstances of the loss, theft or misuse of the Card or disclosure of the PIN and take all steps deemed necessary to the Bank to assist in the recovery of the missing Card.

If the Cardholder finds card(s) which had been reported lost, stolen or at risk of misuse, the Cardholder should not use them. The Cardholder must cut them in half and return them to the Bank's Card Division.

11. Foreign currency

The Cardholder must be fully familiar and comply with all the applicable exchange control regulations when the Card is used outside the money area of the Republic of Kenya.

Card transactions made in foreign currencies or using the Dynamic Currency conversion (DCC) method, will be shown on the statement in Kenya Shillings and is payable in Kenya currency converted at the exchange rate charged to the bank on conversion by Visa plus a percentage on the converted amount of the value of the foreign transaction and which percentage can vary from time to time. This rate may not be the rate in effect on the date of the transaction.

12. Contactless Credit Cards

Contactless Credit Card Product refers to the card types to which the Bank is offering Contactless enabled credit cards holders through which a credit card with an embedded Radio Frequency Identification (RFID) chip and an antenna transmits payment details wirelessly to a contactless reader connected to a merchant's point-of-sale (POS) system.

- a) The additional feature enabling the waving or tapping the EMV enabled credit card on a contactless enabled EMV compliant POS terminal for the purpose of making a payment (the "Contactless Mode") is in addition to the existing features and

does not in any manner affects the existing functionality of the card.

- b) Entering of PIN is not mandatory for payments made vide the Contactless Mode and such payments may work only at select merchant with contactless enabled POS or a reader capable of processing a contactless transaction. Further, Contactless Mode of payment is only applicable for purchases at an enabled merchant's POS and not for ATM withdrawals, online purchases or IVR transactions. However, any transaction above the approved limits will require entering of the pin.
- c) A Cardholder can make a single contactless transaction not exceeding Kes.2,000 at merchant POS using a Contactless Payment method, depending on the available limit on their card. When the total cumulative amount of contactless transactions reaches Kes.2,000, the Cardholder will be requested to perform a Contact Payment method with PIN entry. This is required for additional security. Commercial International Bank (CIB) Kenya Limited may change/alter the Contactless Payment limit for single transactions and the contactless accumulative limit after giving the cardholder 30 days' prior notice.
- d) To make the payment using a Contactless Mode, the Card Holder is required to bring the card to close proximity, which is approximately 4 cm or less, of the contactless enabled POS or a reader and tap or wave the card. The Credit Card Holder hereby confirms and acknowledges of having fully understood the Contactless feature and will exercise all care necessary to ensure the safety, confidentiality and proper utilization of the card.
- e) The card is a dual interface card i.e. has both contact and contactless options that allows the customer choice when transacting. Contactless IS NOT mandated and as such the cardholder has a choice to either tap and pay or have the card inserted on the POS machine to complete payments.
- f) Use of the Contactless Mode is optional and at the discretion of the Credit Card Holder and the Bank shall not be liable for any conditions that the merchant or the acquiring bank may impose on the acceptance / non- acceptance of contactless/contact mode of payment.
- g) No additional charge will be levied by the Bank solely for using Contactless Mode of payment. However, the Card member accepts, agrees and acknowledges that the card shall continue to attract annual fees, late payment fees, interest, service charges and any other charges as applicable on the card.
- h) Contactless feature is in-built within the customer's credit card and customers do not have an option to turn off or disable the functionality and the contactless enabled credit card shall be issued-by the Bank to its customers at various stages, including but not limited to the following stages (a) new to the bank, (b) whose existing cards are up for renewal, (c) who have applied for an add- on card, (d) who want to get their card reissued due to lost/stolen/damaged card etc., (e) whose existing cards were blocked and have been reinstated.
- i) The Bank reserves the right to appoint or terminate retail outlets and merchants offering this Contactless Mode of payment, at its sole discretion and decision. Further, the Bank reserves the right to, without liability or prejudice to any of its other rights, at any time in the ordinary course of its business and with 14 days prior notice to the cardholder to withdraw /suspend /amend /cancel or disable contactless feature.
- j) Any payment requisition received from an enabled Merchant for payment shall be conclusive proof that the payment recorded on such requisition was properly incurred at the Merchant Establishment by the Card Holder.
- k) These Terms & Conditions shall be in addition to & not in substitution/derogation to the Credit Card Terms and Conditions and by signing the application form you formally agree to the terms of this Agreement. The initiation of a card transaction shall be deemed that the Card member has read, understood and unconditionally accepted the Terms & Conditions herein.

13. Responsibility for service

- a) The Bank incurs no liability to the Cardholder if any merchant denies or fails to honour the Card or if there is dispute as to the nature, quality of any goods or service acquired from the

merchant it being acknowledged that no merchant is an agent of the Bank.

- b) All claims including any right of set-off by the Cardholder and any dispute regarding any sales voucher or credit voucher or any transaction involving Card or other use of the Card Account shall be settled directly between the merchant and the Cardholder and shall have no effect on the indebtedness.
- c) The Bank incurs no liability to the Card holder for any malfunction of any ATM.

14. Withdrawal of use of the card

The bank may at any time by giving 14 days prior notice and with reasons thereto suspend, cancel or otherwise withdraw entirely or in respect of specific facilities, the cardholder's right to use the card or refuse to re-issue, renew or replace any card. However, the bank has the right at any time without notice to suspend, cancel or otherwise withdraw entirely or in respect of specific facilities, the cardholder's right to use the card or refuse to re-issue, renew or replace any card if the card is being used for illegal activities or pursuant to a court order. Such withdrawal shall not affect the liability of the cardholder for all the charges and interest debited on the Card Account in any way until the same is settled in full. The card remains the property of the Bank at all times and must be returned immediately upon cancellation, suspension or withdrawal.

15. Termination

- a) Either party may terminate this agreement by giving Thirty (30) days written notice to the Bank and such notice will take effect only when accompanied by the return of all the Cards issued for use on the Card Account and the payment of all liabilities of the Principal Cardholder under this Agreement.
- b) If there shall be an amount outstanding at the time of termination by either party as above, the interest payable and any other late payment charges shall continue to accrue and debited on the amount outstanding on the account until the same is settled in full.
- c) The Principal Cardholder must give Thirty (30) days written notice to the Bank before the card's expiry date should the Principal Cardholder not wish to renew the Credit Card, as long as there are no outstanding balances on the Card. If there are any outstanding balances due to the Bank, the card will be automatically renewed.
- d) In the event the card is not collected by the cardholder within 90 days after receiving a notice of collection, the card will be destroyed by the bank. If the cardholder requires a new card they will be required to reapply and pay the prescribed bank charges as per tariff.
- e) If the card is captured at a 3rd party ATM, it will be destroyed, and customer will be required to reapply. The reapplication will incur the prescribed bank charges as per tariff.

16. Variation of this agreement

The Bank may vary this agreement at any time or times by giving 30 days prior notice and notification of any such variation shall be given to the Principal Cardholder either in writing or publication thereof by such means as the Bank may select. A variation so notified shall be deemed binding on the cardholder.

17. Use of Your Information- Data Protection

- a) The Bank will search the Cardholder's record at one or more registered Credit Reference Bureaus to assist in deciding whether to enter this and any future agreement with the Cardholder including consideration of any changes to the Cardholders Credit Limit. A record of the Bank's search will be made, and this may be available to other organisations that make similar searches. This may impact the Cardholder's ability to obtain credit elsewhere for a short period of time. Information held about the Cardholder by the Credit Reference Bureaus may already be linked to records relating to any person with whom the

Cardholder has previously had a financial connection with ("connected person"). For the purposes of this Agreement the Cardholder may be treated as financially linked to such connected person and the Cardholder's application assessed with reference to any associated records. The Bank may use information gained from the Cardholder's performance of any other agreement the Cardholder has with the Bank or any of the Bank's group companies. The Bank may also use a credit scoring system or other automated decision-making system. Any information the Bank holds about the Cardholder or an applicant for a Card or an associated person may be used for statistical analysis (whether an application is refused or declined).

- b) The Cardholder agrees and confirms that the Bank may disclose any information in the possession of the Bank relating to the Cardholder and the Cardholder's Card Account to all agents used by the Bank during the operation of the Card Including but not limited to agents appointed by the Bank to manage the Card.
- c) The Bank shall add to Cardholder's record with Credit Reference Bureau (CRB) by giving information relating to this Agreement and information about the Cardholder's repayment record. We will also notify them of any default and any change of address you fail to inform us about where any payment is overdue.
- d) A Cardholder's personal data will additionally be processed, transferred, and disclosed by the Bank and/ or any of the Bank's group companies in connection with the following Purposes:
 - The provision of Services and to approve, manage, administer or effect any transactions that you request or authorize.
 - Meeting Compliance Obligations.
 - Detection, investigation and prevention of financial crime.
 - Collecting any amounts due and outstanding from the Cardholder.
 - Enforcing or defending the Bank's rights.
 - For internal operational requirements (including credit and risk management, system or product development and planning, insurance, audit and administrative purposes); and/or maintaining a relationship with you (including marketing or promoting financial services or related products and market research).

18. Foreign Account Tax Compliance Act

The Cardholder hereby expressly acknowledges and agrees that pursuant to the Foreign Account Tax Compliance Act (FATCA) enacted under the Laws of the United States of America (US), the Bank is or maybe required for US citizens or residents to disclose and report certain information concerning his/her/their account to the relevant authorities including but not limited to the US Internal Revenue Service ("US Authorities").

The Cardholder hereby expressly consents and authorizes the Bank to disclose, respond, advise, exchange and communicate the details or information pertaining to the Cardholder's account(s) to the US Authorities

The Cardholder hereby irrevocably releases and fully discharges the Bank, its directors, officers, employees, servants and agents and related parties from any and all claims, liabilities, damages, loss or expense arising from the Bank disclosing and reporting any such information concerning the Cardholder's account(s) to the US Authorities.

19. Intellectual Property Rights

The Cardholder acknowledges that the intellectual property rights in the system (and any amendments thereto from time to time) and all associated documentation that the Bank provides to the Cardholder through the system or otherwise are vested either in the Bank or in other persons from whom the Bank has a right to use and to sublicense the system and/ or the said documentation. The Cardholder shall not infringe any such intellectual property rights. The Cardholder shall not duplicate, reproduce or in any way tamper with the system and associated documentation without the prior written consent of the Bank.

20. General

- a) The Bank shall not be liable if it is unable to perform its obligations under this Agreement due (directly or indirectly) to failure of any machine, data processing system, transmission link, public or private telecommunication system, electricity supply or to any industrial dispute, lockouts, wars, riots, insurrections, civil disturbances, terrorism acts, earthquakes, fires, storms, floods, local and central government regulation or any other circumstances whatsoever outside the control of the Bank, its servants and/ or agents.
- b) The Bank shall not be liable, responsible or accountable in any way whatsoever for any loss, injury, or damage howsoever arising from the use of any ATM and subject to the joint and several liability of all the Cardholders the Principal Cardholder agrees to fully and effectually indemnify the Bank against all losses, costs, charges and expenses which the Bank may suffer or incur directly or indirectly arising from the use by the Cardholder of an ATM or any Breach of this Agreement by any Cardholder.
- c) The Bank may demand, at its discretion, any amounts due on the Card Account if there is any breach of the Agreement herein by the Cardholder.
- d) The Principal Cardholder and any Supplementary Cardholder shall indemnify the Bank against all costs, charges, and expenses inclusive of any legal costs and disbursements incurred by the Bank in obtaining or attempting to obtain payment of any monies due and owing on the Card Account to the intent that the Bank shall suffer no loss by reason of its affording or continuing to afford the facilities offered using the Card. Any legal costs and disbursements incurred by the Bank shall be deemed to include every sum which would be allowed to the advocates of the Bank.
- e) The Bank must be notified in writing of any change in the Cardholder's address, or any other information indicated in the application form. Any notice or correspondence sent by the Bank or its advocates to the Cardholder at the address last notified to the Bank by the Cardholder shall be deemed duly served.
- f) The Bank will send all correspondence in electronic form using email or any other electronic media. However, we reserve the right to send paper correspondence to your last known address as per our records.
- g) The Bank may assign its rights, benefits, and obligations under this Agreement at any time.
- h) The Bank will not be liable in any manner whatsoever in the event of a refusal by any establishment worldwide to accept or honour the Card. The Bank will also not be liable for the quality, effectiveness or merchantability of any goods supplied or services rendered by any establishment.
- i) No claim by the Cardholder against an establishment will be the subject of a set -off or counterclaim against the Bank in respect of any amount due from the Cardholder to the Bank.
- j) Any facilities or benefits made available to the Cardholder as such and not forming part of this Agreement may be withdrawn at any time without notice.
- k) The Principal Cardholder warrants that the information given by the Principal Cardholder in the application form for establishing the Card Account and any subsequent communication to the Bank in respect of the Card are true and accurate.
- l) The Cardholder undertakes to update his/her personal data in case of any changes occurring or upon the Bank's request within 30 days of the change.

- m) The Cardholder undertakes that he is the ultimate beneficial owner of the card issued under his/her name.
- n) This Agreement and all matters arising out of the issue of the use of the Card are subject to and shall be governed by the laws of the Republic of Kenya.
- o) The Card must not be used by the Cardholder in contravention of any law, regulation of rule in force, nor as an aid to such contravention on or circumvention of the law, regulation, or rule.
- p) If the Bank is unable to produce or send a statement in respect of the Card Account, the Principal Cardholder's liability for the late payment charges shall continue for the purpose of calculating such charge, and in establishing the date on which payment is due, the Bank may select a date in each calendar month as the statement date.
- q) The Cardholder hereby gives consent to the Bank to make inquiries regarding the verification of any information that has been provided by the Cardholder in the Commercial International Bank (CIB) Kenya Limited Credit Card Application Form.
- r) This Agreement shall be governed in all respects by the laws of Kenya and the parties submit to the exclusive jurisdiction of the Kenya courts.
- s) The Bank has the right to deduct any amount from the card account that have been mistakenly added without referring to the cardholder.
- t) If a merchant issues a refund for a sale made using the card, the amounts will only be credited to the Cardholder's account upon the Bank's receipt of the credit from the merchant. Otherwise, the cardholder may request the amount to be refunded directly by the merchant.
- u) The cardholder pledges that he/she will pay all the fees, commissions, returns and various expenses determined by the Bank, or any fees, commissions, returns and expenses determined by Visa International or the Bank's correspondents. The customer has no right to object to them. This applies to the primary and supplementary cardholders. The Bank is authorized to deduct the due amounts from the account.

21. Data Protection

The Bank shall at all times comply with the Data Protection Act, 2019. The Bank may process the Card Holder's personal data to comply with its internal policies, all applicable laws and the Bank's legal obligations and to promote its business.

22. Important Contact Details:

Cardholder is aware that all complaints and disputes shall be channeled to the Bank through the below 24/7 contact details.

Tel no: +254 20 3951 000/ +254 709 063 000 (Toll Free)

Postal address: P.O Box 2051 – 00606 Sarit Centre Nairobi, Kenya

Email: servicedesk@cibke.com

Commercial International Bank (CIB) Kenya Limited is regulated by the Central Bank of Kenya.