

These terms and conditions comprise this Agreement between the Bank and the Debit Cardholder (the customer) in connection with the customer's Debit Card. By accepting and/or using the Debit Card, the Customer unconditionally accepts all the terms and conditions below and accepts the onus and liability for ensuring compliance with the relevant foreign exchange laws, and generally the laws of Kenya as applicable.

These Terms and Conditions will be in addition to and not in derogation of the General Account Terms and Conditions relating to any Account of the customer.

### 1. Application for the Card

- a) All applications for the Card are subject to the Bank's approval.
- b) The Bank shall have the right to refuse the Customer and/or the Cardholder access to the Card at its sole and absolute discretion.
- c) The Bank shall have the right to verify the Customer's and/or the Cardholder's identity and decline to provide the Customer and/or the Cardholder with the Card in the event the Customer and/or the Cardholder fail to provide the Bank with the required documents and/ or information to the Bank's satisfaction.

### 2. The Debit Card

- a) The Debit Card belongs to the Bank and the Bank, or any authorized officer, servant, employee, associate or agent of the Bank may retain the Debit Card, require the Customer to return the Debit Card or suspend the use of the Debit Card at any time in its absolute discretion on reasonable grounds and the Bank shall not be liable for any loss suffered by the Customer as a result thereof.
- b) The Debit Card is only valid for the period shown on it and must not be used outside that period or if the Bank has required by notice in writing to the Customer that it be returned to the Bank. When the period of validity of a Debit Card expires it must be returned to the Bank and destroyed by cutting it in half.
- c) The Customer must take all reasonable precautions to prevent unauthorized use of the Debit Card, including, not allowing anyone else to use the Debit Card. If the Debit 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.
- e) The Customer must co-operate with any officers, employees or agents of the Bank and/or law enforcement agencies in any efforts to recover the Debit Card if it is lost or stolen.
- f) If the Debit Card is found after the Bank has been given notice of its loss or theft the Customer must not use it again. The Debit Card must be cut in half and returned to the Bank.

### 3. The PIN

- a) The Customer will be required to activate the debit card by selecting their own PIN through an ATM or POS for security and control.
- b) The security of the PIN is very important, and the Customer shall not disclose the PIN to anyone. If the Customer fails to observe any of the security requirements, the Customer may, at the Customer's sole risk as to the consequences, incur liability for unauthorized use.

### 4. Access and Use

- a) The Customer will be provided with a Debit Card to access the linked Bank Account.
- b) The Customer will use a PIN number to withdraw cash from the ATM or any other similar devices or swipe the Card at local and foreign merchant outlets to make purchases as

well as make transactions over the Internet. All transactions shall be debited from the Bank Account at such rate of exchange determined by the Bank in its sole discretion.

- c) Upon successful input of the Customer's PIN, the Bank shall deem this as sufficient proof of the Customer's identity and grant access to the System without making any further checks or verifying actual identity and without incurring any liability to the Customer in relation to the instructions.
- d) The Card is not transferable to a third party for use.
- e) The Card remains the property of the Bank and upon cancellation must be surrendered on demand to the Bank.
- f) Additional cards can be issued on the same Account subject to the Account opening Mandate.
- g) The use of the Debit Card at ATM/POS/Internet and other devices shall constitute the Debit Cardholder's express consent to the collection, storage, communication and processing of personally identifying and account balance information by any means necessary for the Bank to maintain appropriate transaction and account records:
  - i. To the release and transmission to participants and processors in the Bank's ATM network/other networks of details of the Customers account and transaction information and other data necessary to enable the Customers Debit Card to be used at an ATM or other device.
  - ii. To the retention of such information and data by the said participants and processors in Bank's /other networks.
  - iii. To the compliance by the said participants and processors pin the Bank ATM network/other networks with laws and regulations governing disclosure of information to which such participants and processors are subject.
  - iv. To disclosure of information to third parties about the Customers Bank account or the transactions done through the use of the Debit Card where it so necessary for completing transactions and/or when necessary, to comply with law or government agency or court orders or legal proceedings and/or when necessary to resolve errors or questions the Customer may raise and/or in order to satisfy our internal data processing requirements.
- h) The Debit Card is only available to persons over the age of eighteen years and who are of full legal capacity in all other respects.
- i) The customer accepts full responsibility for all transactions processed by the use of the Debit Card whether on Automated Teller Machine (ATM), Point- of Sale (POS) Terminal or any other device
- j) available or otherwise. Any instruction given by means of the Debit Card shall be irrevocable and are not contradicting with AML laws and ensures legitimacy of fund used for any transaction conducted. This Card must NOT be used to fund any acts of terrorism, for money laundering purposes, fraud or any other illegal purposes or commercial purpose.
- k) The bank has the right to reject any transaction, to halt/cancel the card at any time without informing the customer if it used for commercial or suspicious reasons.
- l) The Customer shall, in all circumstances, accept full responsibility for the use of the Debit Card, whether or not processed with the Customer's knowledge or his authority, expressed or implied. Cardholder is fully responsibility in case some or all of the money lost due to the use of bank's debit card in the following situations. If the Bank sees that the customer does not take the required precautionary measures and make the necessary efforts to preserve the card and its information. -If credit card theft/loss is not reported to the bank immediately so that the Bank can take the necessary measures.
- m) The Customer hereby irrevocably authorizes the Bank to debit the Customer's account(s) with the amount(s) of any withdrawal or transfer or carry out any such instructions that may be received by the use of the Debit Card in accordance with the Bank's record of transactions.
- n) The Customer's payment obligations with respect to the bank accounts linked to the card are payable solely at the Bank by the

Customer and are subject to the local laws (including, without limitation, any governmental acts, orders, decrees and regulations, including fiscal and exchange control regulations). The Bank shall not be liable for non-availability of funds credited to the accounts due to restrictions on convertibility or transferability, requisitions, involuntary transfers, acts of war or civil strife or other similar or other causes beyond the Bank's control, in which circumstance no other branch, subsidiary or affiliate of the Bank shall be responsible, therefore.

#### 5 Execution of Services

- a) The Bank may deny withdrawals or payments to third parties if the Customer owes the Bank any outstanding amounts.
- b) The Customer will not be allowed to withdraw against uncleared funds.
- c) Withdrawals at the Bank's ATMs are subject to daily withdrawal limits. The same may not be affected on ATMs that are not the Bank's. The Bank will set the withdrawal limits and make changes from time to time at its discretion.
- d) The Customer must notify the Bank immediately if the Card is lost or stolen. Any oral notification must be confirmed in writing to the Bank.
- e) In the event the customer disputes any transaction on the card and requires a refund, the Bank will first have to investigate and confirm that the transaction was not successful before refunding the customer the disputed amounts or when disputed amount is received from the merchant Where it has been established that the customer is to be refunded any cost relating to that transaction shall be subject to deduction of any dispute fees and charges.
- f) In the event the customer disputes any The Bank has the right to debit or credit any amount from the card account that have been mistakenly added or debited without referring to the cardholder subject to investigation and satisfactory findings by the Bank.
- g) 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 the ATM and the Customer agrees to indemnify the
- h) Bank against all losses, costs, charges and expenses which the Bank may suffer or incur directly or indirectly arising from any use by the Cardholder of an ATM or any breach of these Terms and Conditions howsoever, whensoever and wheresoever arising.
- (h) The Card is not a cheque guarantee card, and the Cardholder shall not represent the Card as such.
- (i) The Bank may in its own discretion act on the Cardholder's request for a replacement Card at the Customer's cost.
- (j) The Bank shall not be responsible for any loss arising from any failure, malfunction or delay of any electronic funds transfer at point-of-sale unit or ATM, or the Bank's supporting or shared networks, where applicable, resulting from circumstances beyond the Bank's control.
- (k) In the event there are compliance or regulatory issues that would affect the account linked to the debit card, the Bank has a right to freeze the use of the debit card until the issues are resolved.

#### 6. Customer's Responsibilities

- a) The Customer is responsible for destroying PIN mailers on receipt and should avoid placing the PIN in easily accessible places to avoid access and use by unauthorized third parties.
- b) Each Cardholder is jointly and severally liable in respect of each transaction undertaken using the Card.
- c) The Bank shall 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 shall also not be liable for the quality, effectiveness or merchantability of any goods supplied or services rendered by any establishment.
- d) Cardholder undertakes that he is the ultimate beneficial owner of the card issued under his/her name Card holder warrants that the information given in the application and any subsequent communication to the Bank in respect of the Card are true and accurate

and to undertake to update his/her personal data in case of any changes occurring or upon the Bank's request within 30 days.

- e) 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.

#### 7. Fees and Service Charges

In respect of each Card Holder the Bank shall be entitled at its sole and absolute discretion to charge and debit from the Account such fees and charges as it may from time to time notify the Card Holder including but not limited to an initial Card issuance fee, a Card renewal and/or replacement fee, a service fee for an amount to be prescribed by the Bank from time to time for the use of the Card and a charge for undertaking such Transactions as may from time to time be specified by the Bank.

Any failure however by the Bank to so notify the Card Holder shall not prejudice in any way howsoever the recovery by the Bank of such fees and charges from the Card Holder (and in case of a Card issued in respect of a joint Account any of the joint Account holders).

If the Card is utilized at ATMs belonging to Shared Network Partners of the Bank, a service fee may be charged by the operator and/or an automated transfer network for undertaking the Transaction.

The customer acknowledges that he/she has reviewed, understands, and accepts the list of tariffs, expenses and fees by the Bank to the debit 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 but with a 30-day prior notice, to change the tariffs 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.

#### 8. 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 they 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 3<sup>rd</sup> party ATM, it will be destroyed, and customer will be required to reapply. The reapplication will incur the prescribed bank charges as per tariff.

#### 9. Statement of Account

All Transactions undertaken using the Card shall appear in the monthly Account Statement, which statement shall be subject to the General Terms & Conditions governing the Account.

#### 10. Government Fees and Charges

Any Government duties, rates, taxes or charges as and when levied by the Government or any other competent taxing authority in respect of any Transaction shall be payable by the Card Holder and debited by the Bank to the Account.

#### 11. Validity

The Card is valid up to the last working day of the month indicated on the Card. Terms and Conditions of use of the Commercial International Bank (CIB) Kenya Limited Debit Card.

#### 12. Contactless Debit 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 number 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. The Contactless capability of the card is an additional feature of the card and does not obligate or force the customer to use it.

- 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
- i) 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.
- j) 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.
- k) 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.
- l) 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. Data Protection

The Bank shall always 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.

#### 14. Important Contact Details:

The 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.