

TERMS AND CONDITIONS

In consideration of Bank of Africa Kenya Limited making available to me/us Bank of Africa Kenya Limited Debit Card(s) pursuant to my/our request I/We agree to be bound by the following Terms & Conditions:

1. Definitions

In these Terms & Conditions:

“Application Form” means the Debit Card Application Form.

“ATM” means all Automated Teller Machines or Point-of-Sale machines operated by or affiliated to Kentswitch Limited and/or Visa branded ATMs.

“Bank” means Bank of Africa Kenya Limited its successors and permitted assigns.

“Bank Account” means in relation to a Cardholder(s), any account(s) maintained by the Bank in Kenya from which the Cardholder(s) is able to issue Transaction Instructions.

“Card/Debit Card” means Bank of Africa Kenya Limited SESAME ATM Card, Bank of Africa Kenya Limited Visa Electron Card and/or Bank of Africa Kenya Limited Visa Classic Card.

“Cardholder” means a person to whom Bank of Africa Kenya Limited SESAME ATM Card or Bank of Africa Kenya Limited Visa Electron Card or Bank of Africa Kenya Limited Visa Classic Card has been issued at his/her request and whose names may appear on it and who agrees to be bound by these Terms and Conditions as may be varied from time to time by the Bank.

“PIN” means in relation to a Cardholder the personal identification number required to gain access via an ATM terminal or POS machine or in any other way to give Transaction Instructions.

“Transaction Instruction” means an instruction given by use of the Card.

2. Use of Card and PIN

- a) The Cardholder shall sign the Card upon receipt with a black or blue ballpoint pen and keep the Card secure at all times.
- b) The Cardholder shall not use the Card before or after the period for which it is stated to be valid or after any notification of its cancellation or withdrawal is issued by the Bank or any person acting on behalf of the Bank.
- c) The Cardholder shall destroy the slip advising of the PIN immediately upon receipt.
- d) A Card is not transferable and may not be used by any person other than by the Cardholder.
- e) A Card will be issued in the name of a single Cardholder only, in case of Joint Accounts where more than one account

holder desires to hold a Card one Card will be issued to each of such account holders.

- f) A Card remains the property of the Bank and upon cancellation must be surrendered on demand to the Bank.
- g) Until and unless the Terms and Conditions are breached, an issued Card will have a limited validity period, on expiry of which a new Card will be automatically issued by the Bank at a renewal fee and at the Bank's discretion.
- h) The Bank shall be entitled to give immediate effect to the following Transaction Instructions on an ATM:
 - (i) To effect withdrawal from the Cardholder's Bank Account;
 - (ii) To display the current balance on the Cardholder's Bank Account on the screen of the ATM;
 - (iii) To give an account statement to the Cardholder;
 and
 - (iv) Such other Transaction Instructions given through the use of the Bank of Africa Kenya Limited Debit Card facilities from time to time made available by the Bank whether in Kenya or elsewhere to the Cardholder.
- I. All withdrawals from ATMs and Transaction Instructions will be subject to the daily withdrawal limit as applied for by the Cardholder.
- J. In the absence of manifest error the Bank's records as to any Transaction Instruction or their consequence thereof shall be conclusive.
- K. A Cardholder must exercise all due care and attention to ensure the safety of the Card and the secrecy of the PIN at all times and to prevent the loss of and/or use of his/her Card or PIN by any third party. A Cardholder in a Joint Account will be fully responsible for ensuring that the Cardholder's PIN is only known to persons with due authority within the Joint Account. Subject to this, a Cardholder must not disclose his/her PIN to anyone in any circumstance.
- l) If a Card is lost or stolen, or if a PIN is disclosed to any unauthorized person or the Cardholder suspects that the PIN has been discovered by an unauthorized person, the Cardholder must immediately notify the Bank of such loss, theft or disclosure, P.O. Box 69562-00400, Nairobi, Telephone 0703 058 120, or the nearest branch of the Bank. Any oral notification must be confirmed in writing immediately. Unless and until such written notification is received, the Bank is authorized and shall remain authorized to debit the Cardholder's Bank Account for Transaction Instructions made using the Card. The Cardholder will be liable in respect of any Transaction Instruction given prior to receipt by the Bank of notification in writing of such loss theft or disclosure. The Cardholder shall also:
 - i. Give the Bank, and any other person authorized by the Bank, all necessary assistance in any investigations, avail all information as to the

circumstances of the loss or theft of the Card and take all reasonable steps to assist the Bank to recover the Card and any lost money;

- ii. Consent to the disclosure to third parties of such information as is relevant concerning the Card or Bank Account in connection with such loss, theft of the Card or any lost money; and
- iii. If the lost Card is found, report the discovery to the Bank and return the found Card to the Bank.

- m) The Card is neither a credit card nor a cheque guarantee card and the Cardholder shall not represent the Card as such.
- n) The Card shall not, under any circumstances, be used for any unlawful purpose including the purchase of goods and/or services prohibited under Kenyan Law.

3. Bank Account

- a) These Terms and Conditions shall not affect any other terms and conditions whether express or implied, governing the Cardholder's Bank Account as set out in the General Terms and Conditions governing Bank accounts.
- b) The Bank Account may not be overdrawn by the giving of a Transaction Instruction and if the Bank Account becomes overdrawn by action of the Cardholder then the Bank is entitled to claim the amount owed, interest thereon and recovery charges.
- c) The execution of a Transaction Instruction will be subject to any operating limitations on the Bank Account.
- d) If there is no client/customer initiated activity on a Bank Account for a period of six (6) months the Bank Account shall be classified as dormant and Transaction Instructions by the Cardholder may be declined and the Cardholder should therefore contact the Bank as indicated above.

4. Multiple Debit Cards

- a) More than one Debit Card may be issued on a Joint Bank Account (subject to the operation mandate of the Joint Account) provided the respective Application Form has been signed by all the account holders of the Joint Bank Account.
- b) In case multiple Cards have been issued on any Bank Account these Cards will be subject to the daily withdrawal limit as applied for in the respective Application Form.

5. Cancellation and Blocking of Cards

- a) The Cardholder(s) may cancel or change his/her Card by returning it to the Bank.
- b) The Bank may at any time cancel or block a Card without notice or without assigning any reason without incurring any liability to the Cardholder(s):
 - i. for fraud prevention purposes; or
 - ii. if the Bank has a right or duty to cancel or block a

Card or is permitted or compelled to do so by law and the Cardholder agrees that cancellation of the Card as set out above does not violate any duty that may be owed by the Bank to the Cardholder.

- c) The Cardholder(s) should not use or attempt to use the Card after any notification of its cancellation or withdrawal has been given.

6. Replacement of Cards

If a Cardholder(s) loses or charges his/her Card, the Bank may at its discretion issue a replacement Card as the Cardholder(s) may require at a replacement fee.

7. Fees

In respect of each Cardholder the Bank shall be entitled to charge and debit from the Cardholder's Bank Account such fees as it may from time to time notify the Cardholder(s) including but without limitation to an initial Card issuance fee, a Card renewal/replacement fees to be prescribed by the Bank from time to time for the use of the Card and a charge per Transaction Instruction.

8. Liability of Cardholders

- a) The Cardholder(s) shall be fully liable in respect of each Transaction Instruction given by the use of his/her Card. Transaction Instruction must be given in such a way that any confidential information displayed on a terminal is not disclosed to a third party. The Bank shall not be liable for any disclosure to any third party arising out of a Transaction Instruction.
- b) The Cardholder shall not hold the Bank liable, responsible or accountable in any way whatsoever for any loss, injury or damage however arising out of the use of the ATM.
- c) Disputes regarding execution of a Transaction Instruction using a SESAME Card on an ATM will be referred to Kenswitch Limited while disputes regarding execution of a Transaction Instruction using any other Debit Card will be referred to the Bank for resolution as per their operating procedures and the Bank will not be liable for any loss arising out of acting on the resolution of any such dispute.

9. Circumstances beyond the control of the Bank

The Bank shall have no liability for inability to perform its obligations with regard to the ATM operations or any Transaction Instruction due to anything whatsoever outside the control of the Bank, its agent or subcontractors.

10. VISA International Regulations

- a) The use of the Bank of Africa Kenya Limited Visa Electron Card or Bank of Africa Kenya Limited Visa Classic Card is regulated by the terms of Visa International and the Cardholder agrees

to abide by those terms as they shall be communicated to the Cardholder by the Bank from time to time.

- b) Any Charges made by Visa International on foreign currency transactions shall be debited to the Cardholder's Bank Account. The amount of Card Transactions Instructions and charges rendered involving foreign currency shall be converted into Kenya Shillings at the exchange rate quoted by Visa International on the date the debit is received and any exchange gain or loss is debited into the Cardholder's Bank Account.

11. Mail Order/Telephone Order/Internet Transactions

- a) The Bank will not honor Mail Order and Telephone Order transactions and the Cardholder agrees to be liable for all internet Card transactions and in proving that the transaction was authorized by the Cardholder, the Bank shall be entitled to rely on such documentary evidence as may be available to the Bank which confirms that the Cardholder gave the Card number to a merchant by mail or other order and the Bank's rights shall not be affected by reason of the Cardholder not having placed, confirmed or renewed the order or received the goods in question.
- b) The Bank shall not be responsible for goods and services whatsoever charged to the Card.
- c) The Bank accepts no responsibility for the failure of a merchant to accept the Card or of any loss or damage arising therefrom.

12. Amendment

- a) These Terms and Conditions may be amended at any time and from time to time by notice from the Bank to the Cardholder(s).
- b) Any such amendment shall be deemed to be effective and binding on the Cardholder(s) on receipt by the Cardholder of such notice as indicated below and any subsequent use of the Card shall be deemed to constitute acceptance.

13. Notices

- a) All notices, statements, letters and other communication from the Bank may be published in the local daily newspapers or displayed at the Bank's branches and the date on the Bank's copy of any such communication is taken to be the date of such dispatch in the absence of proof to the contrary.
- b) Any written communication from the Bank to the Cardholder including but not limited to any notice given pursuant to these Terms and Conditions shall be deemed to have been received by the Cardholder: (i) if published in the local daily newspapers or displayed at the Bank's branches, on the date of the publication or communication, (ii) if delivered by hand, at the time of delivery, (iii) if sent by facsimile or electronic

mail, at the time of transmission (provided that if the date of transmission is not a business day it shall be deemed to have been received at the opening of business on the next business day), and (iv) if sent by post then four days after posting if sent to an address in Kenya and seven days after posting if sent to an address outside Kenya; and in proving such dispatch by post it shall be sufficient to prove that the communication was properly stamped and addressed.

14. TERMINATION

Either party to this Debit Card Terms and Conditions may seek to terminate Debit Card services offered as follows:

- a) The Cardholder may terminate the Debit Card services offered under this Terms and Conditions by written notice to the Bank but such termination shall only be effective upon return to the Bank of all Cards issued for use on the Card Account, and the payment of liabilities of the Cardholder arising as a result of the Debit Card Services settled in full. Until such termination, the Bank may re-issue Cards from time to time for use in accordance with these Terms and Conditions.
- b) Notwithstanding any other provision, all indebtedness shall, at the Bank's option, and without notice or demand being given, be immediately due and payable. The Bank may cancel Debit Card services without notice in the event of:
 - i. The death of the Cardholder;
 - ii. Bankruptcy of the Cardholder or failure by the Cardholder to pay any indebtedness hereunder or any other obligation of the Cardholder;
 - iii. The institution of garnishee proceedings, criminal proceedings, bankruptcy proceedings, attachment or execution proceedings involving the Cardholder; and or
 - iv. A breach or default of any provision of these Terms and Conditions.

The Cardholder shall be liable for all legal fees and expenses incurred by the Bank.

15. Law

- a) These Terms and Conditions shall be constructed and the provision of the Bank of Africa Kenya Limited Debit Card facilities shall be regulated in accordance with the laws of Kenya for the time being in force.
- b) The Cardholder shall be deemed to have read, understood and agreed to be bound by these Conditions upon signing of the Debit Cards Application Form.