

African Banking Corporation Ltd



DEBIT CARD APPLICATION/ REPLACEMENT FORM

Account/ Personal Details

Name													
Acc. No.												Branch	
Account Type:								Currency	<input type="checkbox"/> Kes	<input type="checkbox"/> USD			
ID/ Passport No.								Physical Address					
Address					Postal Code				Town / City				
Tel. No.								Mobile No.					
Email								Nationality					

Service required (Please tick as appropriate)

Card replacement (Reason for the replacement) _____

New Card _____

Would you like to apply for a prepaid card _____

Daily Cash withdrawal limit (Kes)

20,000 40,000 60,000 80,000 100,000

Mode to receive PIN Mailer

Collect at Branch Send to Postal Address Diaspora Desk

Declaration by applicant(s)

I hereby apply for a Debit Card to be issued to me and/ or my authorized user(subject to the Bank's conditions issued/revised from time to time); I agree to be bound by the "Terms and Conditions for use of Debit Card(s)"

1. Name(s) _____

2. Name(s) _____

Customer signature (principal holder(s)) _____ Date _____

Second signature (principal holder(s)) _____ Date _____

Card to be collected at(prefered branch) _____

Official Bank Use Only

Identity documents Verified by

Name _____

Signature _____ Date _____ Time _____

Card Order Date _____ Officer _____ Time _____

Card Receipt Date _____ Officer _____ Time _____

Card No. _____ Officer _____ Time _____

TERMS AND CONDITIONS - DEBIT CARD APPLICATION/ REPLACEMENT/RENEWAL FORM

TERMS AND CONDITIONS

The terms and conditions for use of African Banking Corporation also known as "ABC Bank" issued debit cards are as specified in this document and as amended by the bank from time to time. The cardholders shall be deemed to have unconditionally agreed to and accepted these Terms and Conditions by signing the card application form, or acknowledging receipt of the card in writing, or by signing on the reverse of the card, or by performing a transaction with the card. The cardholders will also continue to be bound by the terms and conditions of operations of all bank accounts held.

Definitions

"ABC Bank" means African Banking Corporation the proprietor of the card being also known as "ABC Bank".

"Account" means the bank account (s) which are linked to a card

"ATM" means Automated Teller Machine being a computer terminal that processes certain financial transactions.

"Agent" means any individual/company appointed and authorized by ABC Bank to handle certain bank transactions on its behalf.

"Agreement" means an application between bank and cardholder and defines rules together with all payment instructions, letters or notices given.

"Application Form" means a document filled by the prospective Cardholder that captures cardholder's static details and other bank requirements and is used by the bank to issue a card

"Business Day" means any day on which ABC Bank is open for business but excludes a day which is gazetted as a public holiday

"Card" means valid debit card issued by ABC bank to a cardholder

"Cardholder" means a person to whom a debit card has been issued to by ABC bank who also operates an account with the bank. The cardholder should be either the sole account holder or in case of joint accounts, the sole signatory or authorized to act alone.

"Card Details" means your card name, card number, card expiry date and CVV2 security code.

"CVV2" means card verification value and is a three digit number located at the back of the card and is usually used as a signature for card-not-present transactions.

"Card Present Transactions" means transactions that are carried out when all three parties are there i.e. card, cardholder and merchant.

"Card Not Present Transactions" means transactions that are carried out when either one or two of the parties in a card transaction are absent.

"Charges" means amounts charged and/or levied on a Card Account including but not limited to the joining fees, Annual Subscriptions Fees and other Card fees, cost bills, liquidated damages, together with interest accrued and accruing.

"Kenya" means the republic of Kenya

"Merchant" means supplier of goods and services and includes an ATM owners

"PIN" means Personal Identification number being a set of code numbers that is supplied with the card to enable a cardholder to do a transaction.

"SMS" means Short Message Service- which is an electronic communication done using a fixed land line or a cellular network.

"Statement" means a periodic list of transactions carried out during a certain period and is sent by the bank send by the bank to a cardholder detailing all transactions carried out during a certain period

"Transaction" means any permissible instructions given by a cardholder using the debit card directly or indirectly to ABC bank to effect permissible actions in relation to the account (examples include cash withdrawals, payments at point of sale, cash/Cheque deposits etc)

1. Cardholder Obligations

- 1.1. The Cardholder shall be deemed to have read, understood and agreed to be bound by these Conditions upon signing of the application form.
- 1.2. The cardholder must sign the debit card immediately upon receipt. Store and keep the card in a safe place always within sight. The card can only be used within the 'valid from' to 'valid thru' dates.
- 1.3. The Cardholder confirms in particular to have considered all charges levied by the Bank and found them to be fair, reasonable and necessary to enable the Bank to continue affording the Card facility to him/her and shall not dispute any claim by the Bank against him/her (or against the main Card Account holder in case of a body corporate) on grounds that the charges charged by the Bank are unfair or unreasonable under any circumstance
- 1.4. The Personal Identification Number (PIN) issued to the cardholder for use with the debit card or any other numbers chosen by the cardholder as PIN is for the use by the cardholder, non-transferable and is strictly confidential. A written record of the PIN number MUST never be kept. On receipt of the PIN cardholder should memorize the number and destroy the PIN.
- 1.5. The debit card is valid up to the last day of the month/year indicated. Upon expiry cut the card in half and take it to the nearest branch of ABC

bank located countrywide. The renewed card is usually prepared prior to the expiry of the existing card. Renewal of the card is however at the discretion of ABC Bank.

- 1.6. The account shall be debited with the amount of any withdrawal, transfer and/or any other transactions effected by use of the debit card. The cardholder shall maintain sufficient fund in the account to meet any transactions. The cardholder shall not be permitted to overdraw funds by use of the card in excess of the overdraft limit, if any, agreed with the bank.

2. International Usage

- 2.1. Use of the debit card must be in strict accordance with ABC Bank terms and Conditions and MasterCard Worldwide terms. In the event of any failure to comply with the same the accountholders will be liable jointly and severally for action and their cards may be revoked. The accountholders shall jointly and severally indemnify and hold harmless ABC Bank from and against any/all consequences arising from the accountholder not complying with terms and conditions provided.
- 2.2. The debit card is valid for transactions done in other currencies however settlement will be done in local currency (Kenya Shilling) at a pre-determined exchange rate unless the card issued in another currency such as the dollar is provided.
- 2.3. ABC Bank shall under no liability whatsoever in respect to any loss or damage arising directly or indirectly out of the decline of authorization for any transaction on the account of the cardholder having exceeded the foreign exchange entitlements for any merchant as prescribed from time to time.
- 2.4. The cardholder undertakes not to use the debit card to effect payment(s) for any illegal purchases of items/services not permitted by the bank or country regulations.
- 2.5. In case of transactions effected in foreign currency using the debit card, the cardholder should promptly contact the bank and complete all necessary documentation as required.

3. Authority to Set Off

- 3.1. The bank may without notice set-off against any indebtedness of the customer from any account held with the bank wether current, savings, loan or any other types of deposits.
- 3.2. The bank may upon notice to the customer, set-off his account against any other account or indebtedness in respect of which the customer is liable notwithstanding that some other person may also be liable in respect thereof. In such circumstances upon receipt of an indemnity satisfactory to the bank against costs and customers expenses, the bank will give the customer any assistance necessary in obtaining the refund.

4. Fees

- 4.1. The costs, charges and fees include withdrawal fee and currency conversion rate and could include further/additional costs/charges/fees as required by third parties.
- 4.2. The Cardholder hereby agrees and acknowledges that all applicable costs, charges and fees in connection with the issue or usage of the Card can be deducted automatically from the Cardholder's funds. The details of the costs, charges and fees are available from ABC Bank. Such costs, charges and fees are subject to change by ABC Bank from time to time and the most current applicable costs, charges and fees are available from any Bank Branch or ABC Bank customer Service.
- 4.3. In a situation where the funds are not sufficient to deduct such costs, charges and fees, ABC Bank reserves the right to recover the same directly from the Cardholder and/or from any accounts including joint accounts maintained by the Cardholder.
- 4.4. Any statutory levy including taxes payable as a result of the use of the Card shall be the Cardholder's responsibility and if imposed on/recovered/sought to be recovered from ABC Bank, such statutory levy shall be deducted from the funds and/or deducted directly from the Cardholder and/or from any account maintained by the Cardholder.
- 4.5. Transaction fees for cash withdrawals will be debited to the account at the time of posting the cash withdrawal. Other debt card related charges will be debited to the account from time to time as per prevailing tariff.

5. Lost or Stolen Card

- 5.1. The Cardholder should immediately inform the Bank if they suspect their Card has been lost, stolen or compromised. Telephone notification will be confirmed in writing within seven days quoting your Card account. Until and unless such notice is received, the Bank is authorized and shall remain authorized to debit your account for transactions made using your Card.
- 5.2. You shall be liable to the Bank for all losses or claims to the Bank arising from any Card transactions affected before such notice. You shall give the Bank and any such person acting on behalf of the Bank all necessary assistance in any investigations, avail information as to the circumstances of the loss, theft or possible misuse of the Cards. You shall take all reasonable steps to assist the Bank recover the Card and

money.

- 5.3. If your Card is lost and reported to the Bank and you subsequently find it, you shall destroy the Card by cutting it up and report the discovery to the Bank.
- 5.4. The Bank shall, as soon as practicable, replace any lost or stolen Card subject to payment of the applicable replacement charge. If there is a dispute on transactions as a result of loss of card or any other dispute the following documents must be submitted:-
 - Dispute claim form
 - Dispute letter with a list of disputed transactions (Date, Name of Merchant, Amount etc)
 - Copy of police abstract (where necessary)
 - Copy of ID (if required by the bank)
- 5.5. After blocking of the Card the Card cannot be used by the Cardholder again even if the Card is later recovered.

6. Card closure, Replacement and Cancellation

- 6.1. The Cardholder may at any time cancel his/her Card by returning it to the Bank.
- 6.2. **The Bank may at any time cancel a Card without notice, assigning any reason and without incurring any liability to the Cardholder(s).**
- 6.3. The Cardholder must not use or attempt to use the Card after any notification of its cancellation or withdrawal has been given.
- 6.4. If the Cardholder loses or changes his/her Card, the Bank may at its discretion issue a replacement Card as the Cardholder may require.
- 6.5. The Bank shall automatically re-issue the Card upon expiry thereof and inform the client to collect the new Card from the Cardholder's respective branch within one month of such notification. The Bank shall be at its discretion to destroy such Card(s) that is not collected as aforesaid.
- 6.6. All amounts you owe us will immediately become due and payable to us if:
 - You request us to close your account
 - You request us to cancel your Card
 - We revoke your Card or terminate this agreement
 - We close your Card account
 - You breach any part of this agreement
 - You are declared Bankrupt or your estate is provisionally or finally placed under a receiver or other administrator
 - You die

7. Consent and Conduct of Account

- 7.1. The Cardholder shall be fully liable in respect of each transaction instruction given by use of his/her Card. Transaction information should be given in such a way that the information displayed at a terminal is not disclosed to a third party. ABC Bank shall not be liable to any disclosure to any third party arising out of a transaction instruction.
- 7.2. The Cardholder should not hold the Bank liable, responsible or accountable in any way whatsoever for any loss, injury or damage howsoever arising out of the use of the ATM.
- 7.3. You consent to us:
 - Making inquiries as to the conduct of your account from any credit reference agencies
 - Listing your account with any credit reference agency should you default on your repayment obligation to us
 - Releasing information to third parties for recovery and/or debt collection purposes.

8. Liability

- 8.1. ABC Bank shall not be liable in any way if a third party does not honor the Card.
- 8.2. The Bank shall not be liable if it is unable to perform its obligations under this agreement due (directly or indirectly) to the failure of any machine, data processing system, transmission link, industrial dispute, strikes, lock outs, acts of any public enemy, wars, blockades, insurrections, riots, fires, civil disturbances, government regulations and directions, fraudulent activity, terrorist action or anything outside its direct control or that of its agents or subcontractors.

9. Amendment of Condition of Use

- 9.1. ABC Bank reserves the right to vary, amend or replace all or any of these conditions at any time without prior notice. The Bank shall notify the Cardholder of any changes made to these conditions as soon as reasonably practicable but failure to make such notification shall not invalidate the changes.

10. Governing law and jurisdiction

- 10.1. These terms and conditions and all matters arising out of the issue and use of the Card are subject to the laws of the republic of Kenya and the parties submit to the exclusive jurisdiction of the Kenya courts of law.
- 10.2. The Cardholder shall not use the Card for any unlawful purposes, including the purchase of goods and services prohibited by the laws of Kenya, or in any contravention of any rule of law in force, nor as an aid towards any such contravention.

11. MasterCard Worldwide Regulations

- 11.1. The use of the Card is regulated by the terms of MasterCard Worldwide and you agree to abide by those terms as they shall be communicated to you by the Bank from time to time.
- 11.2. Any charges made by MasterCard on foreign currency transactions shall be debited to your Card account. The amount of the Card transactions

and charges rendered involving foreign currency shall be converted into the original currency in which the Card was ordered using the exchange rate quoted by the Bank on the date payment is received and any exchange gain or loss is credited/debited to your account.

12. General Use of the Card and PIN

- 12.1. The Cardholder warrants the complete accuracy of the information given upon the application for application for establishing the Card account and any subsequent communication with the Bank.
- 12.2. The cardholder will promptly notify the bank in writing of any change in address and telephone numbers
- 12.3. The bank reserves the right to add, delete and/or vary any of these terms and conditions from time to time with no reference to the cardholder however the same will be made available on request.
- 12.4. Any statement sent through post will be deemed to have been received by the cardholder within 7 days from the posting to the address last given to the bank in writing.
- 12.5. Any favor or concession we may give you will not affect any of our rights against you.
- 12.6. ABC Bank can close your account, reduce your limit, restrict activity and suspend access to your Card account if we in any way know or suspect that your Card is being used fraudulently, negligently or for illegal activities or if we must do so to comply with the law, without notice to you.
- 12.7. If we close or suspend access to your account for any reason, we will not be liable to you for any direct, indirect consequential or special damages arising from any act or omission by us or any third party for whom we are responsible, whether arising in statute or contract.
- 12.8. The card has an expiry date and is valid until the last day of the month shown unless the card is closed or revoked
- 12.9. The PIN allocated to you allows you to do electronic banking transactions such as draw cash from an Automated Teller Machine (ATM) or use purchase goods from Point of Sale (POS) terminal.
- 12.10. The card can be used to pay for goods and services at merchants who accept the card. When paying, you must sign a transaction slip or use your issued PIN to authenticate the transaction. You will not have to sign a slip when doing remote transactions such as ordering by mail, telephone or through the internet.
- 12.11. Ensure to sign a cash withdrawal slip if you withdraw cash though any means other than the ATM. Any purchase or cash withdrawals made using the card will be charged to the card account whether or not the slips are signed.
- 12.12. Transactions done on the card act as authority from the cardholder to the bank to pay merchants in respect to card transactions. This authority cannot be withdrawn for as long as a card is active.
- 12.13. The card has a daily withdrawal limit at the ATM. You may not exceed that limit unless authorized by the bank.
- 12.14. Merchant establishments may have maximum limits on amounts spent and the velocity of transactions. These limitations vary for every merchant. ABC bank will not be responsible for ascertaining or notifying the cardholder of such restrictions and shall not be liable for any loss suffered by the cardholders due to these limitations/restrictions.
- 12.15. The card can be used to access and transact over other delivery channels such as Internet Banking, Agent Banking and as such rules of those channel apply as well as the card existing rules.
- 12.16. It is the cardholder's responsibility to ensure that the card will not be used for unlawful/illegal transactions.
- 12.17. The cardholder remains liable for any amounts owing until the card account is paid in full. Transactions still pending from merchants will be processed ad per regulations from MasterCard Worldwide as well as MasterCard Asia/Pacific Pte Ltd.
- 12.18. Where there is a dispute, please make a formal complaint to the bank in writing and the bank will endeavor to resolve the dispute as per MasterCard rules and regulations.
- 12.19. These rules cannot be varied or amended by the cardholder.

I/We confirm having read and understood the terms and conditions

Data Protection Privacy Notice

We collect and use information about you to provide you with Banking services that benefit you, and to meet our legal obligations and the obligations of others in the Banking chain. This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the Banking services. This information may include special categories of personal data details such as information about your, age, health, family and any criminal convictions you may have.

We shall need your consent to process certain categories of information about you including special categories. Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time by sending an e-mail to talk2us@abcthebank.com. (without however affecting the lawfulness of processing based on consent prior to its withdrawal). However, if you choose not to give your consent or you otherwise withdraw your consent, this may affect our ability to provide you with banking services.

Your information may be shared and used by a number of third parties (both inside and outside Kenya) including but not limited to card centres, credit reference bureaus, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and databases. We will only disclose your personal information in connection with the insurance cover that is provided, and to the extent that it is needed or allowed by law. We keep your personal details for no longer than is necessary in offering the insurance arranged or to comply with our legal or regulatory requirements.

Other people's details you provide to us

Where you provide us with details about other people, you must ensure that this short form privacy notice is provided to them. For more information about how we use your personal information please see our full Privacy Notice, which is available in our website or upon request.

Your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or see a copy of our full privacy notice, please contact us at ABC Bank House, Woodvale Grove, Westlands, P. O. Box 38610 – 00800, Nairobi addressed 'for the attention of the DPO'.

TO AFRICAN BANKING CORPORATION LIMITED - CERTIFICATE OF CONFIRMATION

I/We have read the General Terms and Conditions Document covering banking with African Banking Corporation Limited and confirm that I/we have understood the same. I/We also agree to be bound by the General Terms and Conditions Document in all my/our dealings with you. I/We also have read and fully understood the Terms and Conditions for ABC Bank's Internet Banking and Debit Card as set out above and I/We hereby accept them and will abide by them. I/WE also accept that any instruction coming through internet banking or the use of the Debit Card will be deemed to be coming from authorized account signatories as per account operating mandate.

Account holder(s) to sign below.

1. Name: _____

Signature: _____ Date: _____

2. Name: _____

Signature: _____ Date: _____

Above signatures were witnessed by: _____

Signature: _____ Date: _____