

**CREDIT CARD APPLICATION FORM**TYPE OF CARD: VISA GOLD  MASTERCARD WORLD REWARD  SECURED ORIGINS  FIXED DEPOSIT  ACCOUNT NUMBER DESIRED CARD LIMIT **REQUIREMENTS**

- i) Certified copy of salary slip for the last 1 month.
- ii) Certified copy of bank statements for the last 3 months.
- iii) Copy of ID/Passport

**PERSONAL DETAILS**

Title: MR  MRS  MISS  OTHER

Surname  First name  Middle name

Name to be embossed on the card

Gender  Marital Status  No. of Dependants

Date of Birth: Day  Month  Year

ID Number (if Kenyan)  Passport No.  Country of Issue

Residential address

How long have you lived there? Years  Months

Residential Status: Rental  Provided by employer  Own House

Home Telephone No.  Mobile No.  Email address

Postal address  Postal code  Town

**EMPLOYMENT DETAILS**

Please tick appropriate box:

**a) Employed**  **b) Self Employed**  **c) Retired**  **d) Other (specify)**

Terms of employment: Permanent  Contract  (If Contract) Expiry Date

Employer's Name / Business Name

Employer's / Business physical address

Postal address of employer/Business  Postal code  Town

Telephone No.  Email address

Your gross salary  Net income

State any other source of income and amount: Source  Amount per annum

Length of service with your current employer  /Age of business if self-employed

If less than 1 year name of previous employer

Billing Address (If different from email address):

## BANKING DETAILS

Bank Name Branch	<input type="text"/>
Account No.	<input type="text"/>
Type of Account	<input type="text"/>
Account held since	<input type="text"/>

## OTHER FINANCIAL DETAILS

List your other loans as below:

	Principal/Limit	Balance	Monthly Repayment
Mortgage	<input type="text"/>	<input type="text"/>	<input type="text"/>
Personal Loan/Overdraft	<input type="text"/>	<input type="text"/>	<input type="text"/>
Credit Card	<input type="text"/>	<input type="text"/>	<input type="text"/>

## PERSONAL REFEREES

Please give names of two personal referees

1. Name <input type="text"/>	Telephone No. <input type="text"/>
Company/Business <input type="text"/>	Email <input type="text"/>
2. Name <input type="text"/>	Telephone No. <input type="text"/>
Company/Business <input type="text"/>	Email <input type="text"/>

## BILLING CYCLE

When do you wish to receive your Statements (payment will be due 20 days later)?

5th  15th

## DIRECT DEBITING/AUTO CREDIT AUTHORITY (FOR SBM BANK CUSTOMERS)

If you want SBM Bank Card Centre to collect payments directly from your Bank Account to the credit of your Card Account, Please specify the percentage of the billed amount %. Minimum billed amount is 10%.

## ADDITIONAL SUPPLEMENTARY CARD HOLDER

Supplementary Limit

Complete this section only if you want us to issue a second card to a supplementary Card holder. Remember that as the principal Card holder, you will be liable for usage by your authorized user.

(The details to be filled in this section are for the authorized user who must sign where indicated)

Title: MR <input type="checkbox"/>	MRS <input type="checkbox"/>	MISS <input type="checkbox"/>	OTHER <input type="text"/>
Surname <input type="text"/>	First Name <input type="text"/>	Middle Name <input type="text"/>	
Name to be embossed on the card <input type="text"/>			
Date of Birth <input type="text"/>	National ID No./ Passport No. <input type="text"/>		
Home Telephone No. <input type="text"/>	Mobile No. <input type="text"/>		
Postal address <input type="text"/>	Postal code <input type="text"/>	Town <input type="text"/>	
Email <input type="text"/>			
Relationship with Principal Card holder <input type="text"/>			

Please issue me with a card. I confirm that I have read and understood the terms and conditions attached and agree to be bound by them

Signature of Authorized User <input type="text"/>	Date <input type="text"/>
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## CREDIT CARD FOR BUSINESSES (REQUIREMENTS)

- i) Bank Statements for the last 6 months
- ii) Memorandum and Articles of Association
- iii) Certificate of Incorporation
- iv) Audited Accounts for the last two years
- v) Board Resolution
- vi) Copy of National Identity Card or Passport of authorised users

## COMPANY DETAILS

Name of Company	<input type="text"/>	Nature of Business	<input type="text"/>		
Physical location: Building Name	<input type="text"/>	Floor No.	<input type="text"/>	Street	<input type="text"/>
Postal Address	<input type="text"/>	Town	<input type="text"/>	Postal Code	<input type="text"/>
Telephone No.	<input type="text"/>	Fax No.	<input type="text"/>		
Email Address	<input type="text"/>				
Years Company has been in operation	<input type="text"/>				
Website (if any)	<input type="text"/>				

## AUTHORISING SIGNATURES

	Name	Position	Signature
1	<input type="text"/>	<input type="text"/>	<input type="text"/>
2	<input type="text"/>	<input type="text"/>	<input type="text"/>
3	<input type="text"/>	<input type="text"/>	<input type="text"/>

### List of Directors (If different from Authorised Signatories)

	Name	Signature
1	<input type="text"/>	<input type="text"/>
2	<input type="text"/>	<input type="text"/>
3	<input type="text"/>	<input type="text"/>

Board Resolution Dated

Company seal

# CREDIT CARD TERMS & CONDITIONS

## 1. Definitions

In these Terms and Conditions, unless the context otherwise requires:

- (a) **"Agreement"** means the agreement between the Bank and the Cardholder, the Terms and Conditions of Use of SBM bank Credit Cards, as varied from time to time.
- (b) **"ATM"** means an Automated Teller Machine or Point-of-Sale machine operated by the Bank or any other member of Visa/MasterCard.
- (c) **"Authorised User"** means a person nominated under Condition 13 (a) to whom the Bank shall have issued a Card.
- (d) **"Bank"** means SBM Bank (Kenya) Limited.
- (e) **"Card"** means the Bank's Credit Card issued to Cardholder.
- (f) **"Cardholder"** means any person to whom a Card is issued by the Bank and includes the Principal Cardholder and the Supplementary Cardholder(s) (where applicable).
- (g) **"Cash Advance"** means any transaction that is regarded as cash, including a cash withdrawal, money order, foreign exchange or any electronic fund transfer that results in a debit balance on your Card Account;
- (h) **"Card Account"** means the Account opened by the Bank in the Principal Cardholder's name for purposes of representing all transactions carried out by a Cardholder under these Terms and Conditions.
- (i) **"Card Transaction"** means any payment made or cash advance obtained by the use of a Card, a Card number or in any manner authorized by a Cardholder for debit to the Card Account.
- (j) **"Charges"** means the amount payable by you arising from the use of a Card or a Card number or a PIN or otherwise under these Terms and Conditions or as notified by the Bank from time to time including, without limitation, all Card transactions, fees, handling charges, additional expenses, damages, legal costs and disbursements which will be debited to the Card Account and form part of the Outstanding balance.
- (k) **"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 Cardholder.
- (l) **"Due Date"** means the date of the statement referred to in Clause 6 (a) or as determined by the Bank pursuant to this Agreement.
- (m) **"Minimum Payment"** refers to the minimum amount that the principal cardholder should pay by the due date and usually indicated on the statement of the billed amount.
- (n) **"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.
- (o) **"PIN"** means any Personal Identification Number issued to a Cardholder.
- (p) **"Product currency"** refers to the currency in which clients of a particular product will be billed in.
- (q) **"Statement"** means the monthly statement referred to in Clause 5 (a).
- (r) **"Supplementary Cardholder"** means a person nominated under Condition 13 (a) to whom the Bank shall have issued a Card on instruction of the Principal Card Holder.

## 2. Acceptance

Before you sign the application form, please read this Agreement very carefully.

- (a) 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 this Agreement.
- (b) This agreement binds both the Principal Cardholder and any Supplementary Cardholder using the Principal Card Holder's account, who will be liable for charges as set out in condition 6 & 7.

## 3. Use of card

The Card must be signed by the Cardholder immediately on receipt and may only be used:-

- (a) By that Cardholder;

- (b) Subject to the terms of this Agreement current at the time of use;
- (c) To obtain the facilities and benefits from time to time made available by the Bank in respect of the use of the Card;
- (d) During the validity period embossed on the Card;
- (e) Subject to the right of the Bank in its absolute discretion and without prior notice in the event of fraud, a system hack or any other illegality, 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. In all other circumstances, the Bank shall give at least thirty days' notice prior to withdrawing the use of the Card;
- (f) Within the Credit Limit. In deciding whether this has been exceeded, the Bank may take into consideration the amount of any Card Transaction not yet debited and any authorisation given by the Bank in respect of any prospective Card Transaction;
- (g) To obtain cash advances from the Bank or 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;
- (h) All Card Transactions which take place in a currency other than the product currency will be converted from the currency in which the Card Transaction took place into the product currency at Visa/MasterCard'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 the product currency;
- (i) The Card may be used worldwide for Card Transactions expressed in the currency of the country of purchase. The monthly statement shall be billed in the product currency.

## 4. The Card Account

The Bank will debit the Card Account with the amounts of all Card Transactions and charges and any other liabilities of the Cardholder arising from the use of the Card. The Principal Cardholder will pay to the Bank all amounts so debited whether or not the Cardholder signs a sale or cash advance voucher.

## 5. Statement

- (a) The Bank shall send monthly statements to the Cardholder, setting out the total debit or credit balance as the case may be on the Card Account as at statement's date.
- (b) Any error or omission relating to such statement of accounts must be directed to the Bank by the Card Holder immediately upon receipt thereof. If no such enquiries are made within 21 days from the date of Statement, it shall be deemed accurate and conclusive record of accounts.

## 6. Payment & Interest

- (a) All amounts charged to the Principal Cardholder's account are due in full within a specified number of days (the due date) from the Statement date, as is determined by the Bank from time to time. The Principal Cardholder may however choose to pay the Minimum Payment shown on the Statement and revolve the balance to the next month.
- (b) If the Principal Cardholder shall repay the whole balance outstanding on a Statement before or by the Due Date, no interest shall be charged on any item appearing on the Statement.
- (c) If a Principal Cardholder pays at least the Minimum Amount by the Due Date and chooses to revolve a part or full amount of the Revolved Amount (i.e. outstanding balance minus Minimum Amount), interest will be charged on the full amount of Revolved Amount from Transaction Date to Due Date & on daily outstanding balance of Revolved Amount due from Due Date to next Statement Date at the specified Revolving Credit Interest Rate. For the purposes of interest calculation, payments made by the cardholder will first be offset against the revolving amount, interest, fees, charges and transaction amounts respectively.
- (d) If the Principal Card Holder fails to pay at least the Minimum Payment as shown in the Statement by the Due Date, a late payment penalty will be levied on the outstanding Minimum Payment amount on Due Date at a specified flat Late Payment Penalty Rate and will be added on the Statement for the subsequent month. This is in addition to the interest payable on outstanding balance calculated as per clause 6 (c) above on outstanding balance.

- (e) In case a Card Holder is overdrawn beyond the Credit Limit, an overlimit charge calculated as a flat Overlimit Charge Rate on any particular day will be levied and added on the Statement for the current month.
- (f) 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 bank.
- (g) A flat Handling Fee will be charged if a cheque or other remittance is not honoured on first presentation.
- (h) 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 or not demanded by the Bank.
- (i) Non-receipt of the Statement by the Principal Cardholder does not discharge the obligations to pay all the amounts due on the Card Account.
- (j) The Principal Cardholder may not be entitled to interest on any credit balance there may be on the Card Account.
- (k) The Bank will inform the Card Holder of the applicable Credit Period, Minimum Payment, Revolving Credit Interest Rate, Late Payment Interest Rate, Overlimit Charge Rate and Handling Fee as described above, at the time of issuance of the Card. Subsequently, the Bank reserves the right to revise any of the above at anytime, including the manner in which they are calculated. Any such change will be informed by the Bank to the Card Holder on the Statement or such other means as the Bank shall find appropriate and in providing such information it shall be enough for the Bank to produce a copy of the Statement containing such information or the means by which the change was informed.

## 7. Charges

The charges payable in respect of the use of the Card which shall be debited by the Bank to the Card Account are available in the booklet accompanying the Card. All costs, charges, rates and fees are subject to change by SBM Bank from time to time; the Bank shall give at least thirty days' notice prior to this change, and the most current applicable costs, charges, rates and fees will be available from any Bank Branch or SBM Bank Customer Service or via link <https://www.smbank.co.ke/for-you/cards/credit-cards/visa-gold-credit-card> or <https://www.smbank.co.ke/images/resources/Tariff-Guide---2023.pdf>. Any failure however by the Bank to notify the Card Holder shall not prejudice in any way howsoever the recovery by the Bank of such fees and charges from the Cardholder.

## 8. Automated Teller Machine

The Cardholder may use the Card together with such Cardholder's Personal Identification Number (PIN) to execute a transaction at any ATM or terminals designated by the Bank. If the Cardholder has selected such PIN, all security procedures as described herein apply to each transaction executed by the Cardholder who must exercise all necessary precautions against loss or theft of the Card or disclosure of the PIN.

## 9. Withdrawal of Use of the Card

- (a) The Bank may at any time cancel or suspend the right to use any card entirely or in respect of specific facilities or decline to re-issue, renew or replace any Card, without in any case affecting the Principal Cardholder's existing obligations under this Agreement which shall continue in force.
- (b) The decision of the Bank with respect to suspension (temporary or permanent), withdrawal or limitation of usage including reducing Credit Limit, will be at the Bank's sole discretion.
- (c) The Card remains the property of the Bank at all times. On request, all or any Card issued for use on the Card Account must be returned immediately to the Bank or to any other person acting for the Bank. The Bank shall notify the Cardholder the particulars of any such other person.
- (d) The Principal Cardholder shall be liable for all expenses incurred by the Bank in reclaiming a cancelled Card where such cancellation was as a result of the Cardholder's negligence or an illegality occasioned by the Cardholder. The Bank shall be liable for all expenses incurred by the Bank in reclaiming a cancelled Card where such cancellation was as a result of the Bank's negligence.

## 10. Termination

Either party to this Agreement may seek to terminate the same as follows:

- (a) The Principal Cardholder may terminate this Agreement by a seven (7) days' written notice to the Bank but such termination shall only be effective on the return to the Bank of all Cards issued for use on the Card Account, and the payment of liabilities of the Principal Cardholder under this Agreement settled in full. Until such termination, the Bank may reissue Cards from time to time for use in accordance with this Agreement.
- (b) The Principal Cardholder has a seven (7) days' cooling-off period starting on the Business Day after the Bank has confirmed that the Card is approved. This means that they may cancel this Agreement during this period without penalty and the Bank will refund any fees charged and not charge any interest which has accrued under these Terms during this period. This will be subject to full payment of the card balance and any other amounts accrued.
- (c) Notwithstanding any other provision, all indebtedness shall at the Bank's option, and without notice or demand being given, be immediately due and payable and the Bank may cancel this Agreement without notice in the event of:
  - The death of any Cardholder;
  - Insolvency of any Cardholder or failure by the Cardholder to pay any indebtedness hereunder or any other obligation of the Cardholder;
  - The institution of Garnishee, criminal proceedings, bankruptcy proceedings, attachment or execution proceedings involving any Cardholder or Authorised User.
  - A breach or default of any provision of this Agreement. The Cardholder shall be liable for all legal fees and expenses incurred by the Bank including the attorney's collection commission.

## 11. Safeguarding the Card

- (a) The Cardholder should exercise all care necessary to ensure the safety of the Card and the secrecy of the PIN at all times. The Principal Cardholder shall not disclose the PIN to any unauthorized users.
- (b) A Cardholder should never write the PIN on the Card or anything usually kept with it.
- (c) If the Card is lost, stolen or is for any other reason liable to misuse or the PIN has been disclosed to anyone other than an Authorised User, the Cardholder must immediately notify the SBM Bank Card Center, directly by telephone number +254709800000, +254730175000, email: atyourservice@smbank.co.ke and such notification must be confirmed in writing immediately either by post or fax to the Manager, SBM Bank, Card Center, P. O Box 34886, 00100 Nairobi.
- (d) Until the Bank receives the formal notification, the Principal Cardholder will be liable in respect of any use or loss as a result of unauthorized use of the Card.
- (e) 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 by the Bank to assist in the recovery of the missing Card. In the event of any such loss, theft or misuse being suspected, the Bank may provide the police with any information it considers relevant. If a Card is reported as lost, stolen or liable for misuse, that Card must not subsequently be used but must be cut in half and returned immediately to the Manager, Card Center, P. O Box 34886, 00100 Nairobi.

## 12. Refunds and Cardholder Claims

- (a) The Card Account will only be credited with a refund in respect of a Card Transaction if the Bank receives a refund voucher or other refund verification acceptable to it. No claim by the Cardholder against a third party may be subject of a defence or counterclaim against the Bank. No rights of the Cardholder against the Bank may be assigned or otherwise disposed of.
- (b) No Cardholder shall return for cash refund any goods and tickets for services obtained with the Card. Any such refund must be credited only through the Card Account.

## 13. Authorised Users

The Bank may issue cards for use by any natural person nominated by the Principal Cardholder as Authorised

User/Supplementary Cardholder on the Card Account. The Principal Cardholder shall be liable for all amounts arising from, or losses incurred by the Bank in connection with the use of the Card by an Authorised User (including any use in breach of this Agreement which the Bank shall be under no responsibility to prevent), which shall be debited to the Card Account. In addition to its other powers, the Bank shall cancel any Authorised User's Card at any time upon the request in writing of the Principal Cardholder and the return of such Card to the Bank, or upon the surrender of such Card to the Bank by the Authorised User shall remain the sole responsibility of the Principal Cardholder.

## 14. Variation of Agreement

The Bank may vary this Agreement at any time or times whether or not similar variation is made to the agreement(s) with any other Cardholder(s) by giving a thirty days' notice to the Cardholder. Subject to the requirements of statute (if any), notification of any such variation or any other notification to be given by the Bank shall be given to the Cardholder by the Bank either in writing or by publication thereof by such means as the Bank may select and any variation shall be binding on the Cardholder.

## 15. 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.

## 16. Foreign Currency

- (a) 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.
- (b) For Kes denominated cards- Card transactions made in foreign currencies, 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/MasterCard 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.

## 17. Security

- (a) Internet transactions are not always secure. It is the Cardholder's responsibility to ensure that any Internet transaction is made on a secure site.
- (b) The Bank will not take any responsibility for any misuse of a Card as a result of the customer using their Card over the Internet.
- (c) This Card must NOT be used for any illegal purposes, including but not limited to acts of terrorism, money laundering and fraud.

## 18. Liability for Indebtedness

The Principal Cardholder is liable to the Bank for all indebtedness incurred by any person Authorised by such Cardholder together with all the applicable charges and interest. The Principal Cardholder's liability to the Bank with each Authorised User shall be joint and several for all indebtedness.

## 19. Contactless Credit Cards

- (a) SBM Bank 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.
- (b) 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 affect the existing functionality of the card.

- (c) Entering of PIN is mandatory for payments made via the Contactless Mode and such payments may work only at select merchant with contactless enabled POS or a reader capable 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. In some instances, the Merchant POS may not ask for the PIN depending on POS setting and Merchant preference.
- (d) To make the payment using a Contactless Mode, the Cardholder is required to bring the card to close proximity, which is approximately 4cm or less, of the contactless enabled POS or a reader and tap or wave the card. The Credit Card Holder hereby confirms and acknowledges liability for the negligent use of the Card.
- (e) Use of the Contactless Mode is optional and at the discretion of the Credit Card Holder and the Bank incurs no liability to the Cardholder if any non-acceptance of the Card is not attributable to the Bank, and/or is beyond the Bank's control.
- (f) 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.
- (g) 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, by providing a 30 days' notice, withdraw /suspend /amend /cancel or disable Contactless feature, subject however to the Bank providing a reason so long as the same is not contrary to the applicable laws.
- (h) 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;
- (i) 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 for the Contactless Mode Card 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.

## 20. Set – Off

The Bank may upon notice, combine / consolidate your Card Account with any other Cardholder accounts held with the Bank, whether current, loan, savings, deposit, term deposit, joint or any other type of account and thereafter set-off any amount held to the Cardholder's credit against any indebtedness owed to the Bank. The Bank may upon notice to the Cardholder set off any amount held to the Cardholder's credit on the Card Account against any indebtedness the Cardholder owes the Bank. The Bank may upon notice to the Cardholder set off the Card Account against any other account or indebtedness in respect of which the Cardholder is liable, notwithstanding that some other person may also be liable in respect thereof. If the set off is for debt recovery, the Bank will provide the Cardholder with a detailed breakdown of the costs and expenses recovered from the Cardholder.

## 21. Data Protection

Personal Data shall be processed in accordance with The Privacy Policy accessed at <https://www.smbank.co.ke/privacy-policy>

## 22. Disclosures

The Cardholder acknowledges that the information on his/ her usage of the Card facilities is exchanged amongst banks and financial entities that provide such facilities. Acceptance of an application for a Card is based on no adverse reports of the Cardholder's credit worthiness. SBM Bank may report to other banks or financial entities any delinquencies in the Card or withdrawal of the Cardholder's Card facility. Based on the receipt of adverse reports (relating to credit worthiness of the Cardholder. SBM Bank may, after 30 days prior notice in writing, cancel the Card, whereupon the entire outstanding balance in connection with the Card as well as any further charges incurred by use of the Card, though not yet billed to the Card, shall be immediately payable by the Cardholder. SBM Bank shall not



be obliged to disclose to the Cardholder the name of the bank or financial entity, from where it received or to which it disclosed information.

### 23. Exclusion of Liability of SBM Bank

SBM Bank shall be under no liability whatsoever to the Cardholder in respect of all actions, claims, demands, proceedings, losses, damages, personal injury (including actual or perceived loss of reputation, defamation or the like), costs, charges and expenses whatsoever arising directly or indirectly out of:

- (a) any use of the Card and/or PIN;
- (b) the refusal by any person or Merchant Establishments in honouring or accepting the Card;
- (c) any ATMs/ POS terminals/website that malfunctions or is otherwise out of order, and whether resulting in such terminal not accepting the Card and/or PIN or otherwise;
- (d) misuse or fraudulent use of the Card by any person including the Cardholder;
- (e) surrender or cancellation of the Card;
- (f) handing over of the Card by the Cardholder to a person other than the designated employees of SBM Bank at SBM Bank's premises;
- (g) the exercise by SBM Bank of its right to demand and procure the surrender of the Card prior to the expiry date stated on its face, whether such demand and surrender is made and/ or procured by SBM Bank or by any other person;
- (h) the exercise by SBM Bank of its right to terminate any Card;
- (i) the re-possession/ cancellation of the Card and/or request for its return;
- (j) any mis-statement, mis-representation, error or omission in any details disclosed to/by SBM Bank;
- (k) decline of processing of the Card and/or PIN due to such Card exceeding foreign exchange entitlements as prescribed by applicable law, rules or regulations in force from time to time or on SBM Bank becoming aware of the Cardholder exceeding entitlements, and, decline of the processing of the Card by SBM Bank in compliance with law;
- (l) communication sent by any means of communication including by facsimile machines, Internet, ATMs POS terminals, payment systems, or any other method over public and/or private lines that may not be encrypted, including communication using electronic media, which may involve the risk of possible unauthorized alteration and / or unauthorised use of communication, or
- (m) upon terminating, suspending, blocking or declining of the use of the card and/or access to the funds, inter alia, when it becomes necessary to determine whether any person is rightfully entitled to use the Card and/or for taking any other steps required by applicable law, rules and regulations or direction of any appropriate authority.

### 24. Purchases and Cash Advances Made Without a Card

- (a) If the Cardholder or anyone authorized to use the Card provides a mandate, whether such comprises a signed coupon, subscription voucher or telephone instruction or requests a cash advance or gives the card number to make a purchase or obtain a cash advance, without presenting the Card (such as for mail order, telephone order 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.
- (b) The Bank shall debit the Card Account with the amount of all Card Transactions and the Cardholder will be liable to pay the Bank all the amounts so debited whether or not such a voucher or other document is signed by the Cardholder and irrespective of any rights or obligations as between the merchant and the Cardholder.

### 25. Compliance with Applicable Laws, Rules and Regulations

- (a) Utilization and/or possession of the card by the Cardholder is required to be in accordance with the applicable laws, rules, regulations and directions as issued by the Central Bank of Kenya or other appropriate authority under any law in force from time to time.

- (b) The Card may be used outside Kenya, subject to applicable laws, rules and regulations in force from time to time in Kenya and subject to such restrictions/ limitations under the applicable laws, rules and regulations from time to time in the country where the card is used.
- (c) The Cardholder shall be solely responsible to the concerned authorities in event of any violation of the applicable laws, rules and regulations in force from time to time.
- (d) SBM Bank will not be liable for any direct, indirect or consequential loss or damage, arising from or related to the non-compliance by Cardholder with the applicable laws, rules and regulations in force from time to time.
- (e) The Cardholder hereby indemnifies and agrees to hold SBM Bank indemnified against all actions, claims and costs, charges and expenses arising out of or as a consequence of the Cardholder not complying with the applicable laws, rules and regulations in force from time to time.
- (f) In case the Card is cancelled (or its use suspended), whether on account of non-compliance with the applicable laws, rules and regulations in force from time to time or otherwise, SBM Bank will not be responsible for any use/attempted use of the Card, resulting in the Card being dishonored or otherwise.
- (g) In case of any suspicion or indication of violation of exchange regulations or of improper usage including money laundering, SBM Bank may, at its sole and absolute discretion, cancel or suspend the Card without prior notice and refund of any outstanding balance would be subject to the course of future legal directions.

### 26. General

- (a) 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 or transmissions link or to industrial dispute, strikes, lock outs, acts of any public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lighting, earthquakes, fires, storms, flood, civil disturbances, terrorism, governmental regulations and directions and anything outside the direct control of the Bank, its agents or sub-contractors. 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. In this instance the Bank shall communicate the statement date to the Cardholder.
- (b) The Bank shall not be liable, responsible or accountable in anyway whatsoever for any loss, injury or damage whatsoever arising from the use of any ATM and the Principal Cardholder agrees to 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 any Cardholder of an ATM or any breach of this agreement by any Cardholder.
- (c) The Principal Cardholder shall immediately notify the Manager, Card Centre, SBM Bank, P. O. Box 34886-00100, Nairobi, Kenya in writing on any change of name or address. 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.
- (d) The use of the Card is subject to the rules and regulations of Visa/MasterCard. Any charges made by Visa/MasterCard on foreign currency transactions shall be debited to your Card Account. The amount of Card transactions and charge rendered involving foreign currency shall be converted into the product currency at the exchange rate quoted by the Bank on the date payment is received and exchange risk is debited to your Card Account.
- (e) 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 Principal Cardholder or any Supplementary Cardholder.
- (f) Any other facilities or benefits made available to Cardholders as such and not forming part of this Agreement may be withdrawn at any time without notice.
- (g) The Cardholder warrants the complete accuracy of the information given upon the application for establishing the Card Account and any subsequent communication with the Bank.

- (h) The Cardholder hereby gives consent to the Bank to make inquiries regarding the credit standing, past credit history with any other credit rating agency or credit issuing institution (including other credit card companies) as the Bank deems necessary.
- (i) 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 SBM Bank International Visa Credit Card Application Form.
- (j) The Cardholder hereby gives consent to the Bank to provide information regarding the credit standing, past credit history etc of the Cardholder in response to queries by any other credit rating agency or credit issuing institution (including other credit card companies), at the Bank's discretion.
- (k) The Bank may assign its rights and benefits under this Agreement at any time.
- (l) 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.

### I have read, understood and accept all the terms and conditions.

#### Authorized Signatory

Date

#### For official use only

Agent Name

Credit Limit

Card No

Supplementary Card No

SR No

Date

Signature