Prime Bank

PRIME BANK VISA CREDIT CARD TERMS AND CONDITIONS - INDIVIDUAL

These Terms and Conditions apply to both Contact and Contactless modes of payment and govern the use of Prime Visa Classic, Gold and Platinum Credit Card and constitute the agreement between the Bank (as defined below) and the Cardholder (as defined below) (hereinafter referred to as this "Agreement")

1. Definitions:

In this Agreement the following shall, unless the context otherwise requires, have the following meanings:

1.1. "**Act**" means the Banking Act, Cap.488, Laws of Kenya, as the same may be amended from time to time;

1.2. "**Application**" means the application attached to this Agreement and which the Principal Cardholder and the Supplementary Cardholder (if any) has completed and signed;

1.3. "**Annual Fees**" means the fees charged by the Bank to a Cardholder as annual subscription fees pursuant to the terms hereof;

1.4. "**ATM**" means automated teller machine;

1.5. "**Bank**" means Prime Bank Limited, its successors and assignees (whether immediate or derivative);

1.6. "**Business Day**" means a day (other than a Saturday, Sunday or gazette public holiday in Kenya);

1.7. "**Card**" means the Prime Visa Classic, Gold or Platinum Credit Card issued by the Bank to the Cardholder (including, for the avoidance of doubt, the Supplementary Card (if any);

1.8. "**Card Account**" means an account maintained by the Bank in the name of the Principal Cardholder in relation to transactions;

1.9. "**Cardholder**" means the Principal Cardholder and/ or the Supplementary Cardholder(s);

1.10. "**Card Transaction**" means a transaction in which payment for goods or services is made by use of or with reference to the Card;

1.11. "**Cash Transaction**" means a transaction where a Cardholder obtains an advance of legal tender in the form of Kenya shillings, or Foreign Currency by using the Card;

1.12. "**Central Bank Rate**" or "**CBR**" means the rate published by the Central Bank of Kenya under the provisions of the Central Bank of Kenya Act as the lowest rate at which the Central Bank lends money to Banks in Kenya and which has been adopted as the base rate under the provisions of the Banking (Amendment) Act, 2016;

1.13. "**Credit Limit**" means the maximum debit balance from time to time permitted on the Card account as determined by the Bank from time to time in its sole and absolute discretion notified to the Cardholder;

1.14. "**Credit Reference Bureau**" means a bureau licensed under the Act to prepare or provide credit reports to credit information requests based on data maintained by the Credit Reference Bureau and to carry out such other activities as are authorized under the Act;

1.15. "**Customer**" means the Principal Cardholder and/ or the Supplementary Cardholder(s);

1.16. "**Due Date**" means a date in each calendar month falling twenty (20) business days from the date of and specified in the statement;

1.17. "**Debit Amount**" means the amount shown in the Statement as the total amount (together with interest and costs) incurred by the Cardholder in undertaking Transactions and/or otherwise due to the Bank pursuant hereto in any one calendar month;

1.18. "**Foreign Currency**" means the lawful currency for the time being and from time to time of such countries as the Bank may from time to time determine as being available for use in a transaction;

1.19. "**Issuing Authority**" means VISA International;

1.20. "**Joining Fees**" means the one off amount payable by the Cardholder to the Bank on approval by the Bank of the Application;

1.21. "**Kenya Shillings**" and "**Kshs**" means the lawful currency for the time being and from time to time of the Republic of Kenya;

1.22. "**OTP**" means One-time Password. It is a unique, temporary code composed of six numbers randomly generated by the bank to authenticate online (E-commerce) card transactions wherever applicable;

1.23. "**PIN**" means the Personal Identification Number issued to the Cardholder or subsequently selected by the Cardholder, where self selection is available;

1.24. "**Principal Cardholder**" means the person who has completed and signed the application and in whose name a Card Account has been opened by the Bank;

1.25. "**Renewal Fees**" means the fees charged by the Bank for issuance of a new Card following expiry of a previously issued Card;

1.26. "**Statement**" means a monthly statement showing all the credits and debits in respect of the Card account and all amount brought forward from the previous calendar month (together with interest and costs) incurred by the Cardholder in undertaking transactions and/ or otherwise due to the Bank pursuant hereto in any one calendar month;

1.27. "**Supplementary Card**" means a Card issued by the Bank at the request of the Principal Cardholder to the Supplementary Cardholder and which is to be used by the Supplementary Cardholder subject to the same terms and conditions as apply to the Principal Cardholder;

1.28. "**Supplementary Cardholder**" means the person whose details has been completed in the application and signed the Application to be issued with a Supplementary Card at the request and instance of the Principal Cardholder;

1.29. "**Transaction**" means a Card transaction and a Cash Transaction when referred to together and Transactions shall be construed accordingly;

1.30. "**CLM**" means Contactless Mode is an additional feature included in the Cards and does not in any manner affect the existing functionality of the Card which include but is not limited to transactions such as cash withdrawal, online payments, fees and service charges. These functionalities continue to require the Cardholder to use actual contact using the Chip & PIN process.

Prime Bank

2. Agreement and use of Card

It is hereby agreed and declared as follows:

2.1. By completing and signing the application, the Principal Cardholder and the Supplementary Cardholder (If any) shall be deemed to have made an offer to the Bank to be issued with the type of Card indicated in the Application and for the Credit Limit indicated in the Application (but subject to the Bank approving the Credit Limit and the Principal Cardholder providing or procuring the provision of such security as the Bank shall require) and the Principal Cardholder and the Supplementary Cardholder (if any) shall be deemed to have agreed to be bound by and to comply fully with this Agreement.

2.2. 2.2 Each Cardholder shall acknowledge safe receipt of the Card issued to the Cardholder by signing an acknowledgement of receipt with the Bank and shall in addition immediately sign on the Card upon receiving the same from the Bank. The issue by the Bank of a Card to the Cardholder shall constitute the Bank's acceptance of offer referred to in clause 2.1 subject to such variations and additions as the Bank may make in accepting offer but which shall not be construed as counter – offers.

2.3. The Card can and shall only be used:

- 2.3.1. by the Cardholder;
- 2.3.2. subject to this Agreement;
- 2.3.3. To undertake a Transaction;
- 2.3.4. During the validity period embossed on the Card;
- 2.3.5. Within the Credit Limit; and
- 2.3.6. In deciding whether the Credit Limit has been exceeded, the Bank may take into consideration the amount of any transaction not yet debited to the Card account and any authorization given by the Bank in respect of any prospective transaction.

2.4. The Bank shall have the right in its sole and absolute discretion to withdraw the right to use the Card at any time and from time to time and to refuse to honor any Transaction. Prior to making such decision the Bank shall give the Cardholder due notice of thirty (30) days and the Bank will also give the reason for the decision when issuing such notice.

2.5. The Bank shall have the right to review approved limits on the Card at any time and from time to time at its sole and absolute discretion and upon giving the Cardholder thirty (30) days notice. The Cardholder agrees and acknowledges that the Bank shall not be held liable for any such review of approved limits.

2.6. With respect to Cash Transactions, the Bank shall at the time of issuing a Card, notify the Cardholder of the limit the Cardholder can withdraw or obtain in cash from the Bank or ATM (whether in Kenya Shillings or the equivalent in any foreign currency) and the Bank shall have the right to vary the said limit to such limits determined by the Bank in its sole and absolute discretion. Prior to making such decision the Bank shall give the Cardholder due notice of thirty (30) days and the Bank will also give the reason for the decision when issuing such notice.

2.7. The Cardholder shall notify the Bank in writing immediately there is any change in the Cardholder's

- 2.7.1. Name; or
- 2.7.2. Business or home telephone numbers; or
- 2.7.3. Address to which statements are normally sent; or
- 2.7.4. The Email Address; or
- 2.7.5. The Mobile Telephone Number for contacting the Cardholder or to which SMS alerts for the Cardholder are sent.

2.8. The Cardholder shall notify the Bank immediately by phone and within 24 hours in writing if:

- 2.8.1. The Card is lost or stolen; or
- 2.8.2. The Cardholder forgets the PIN; or
- 2.8.3. The Cardholder suspects that a third party has come to know of the PIN.

2.9. The Cardholder shall not use the Card to carry out transactions of an illegal nature

2.10. The Cardholder shall immediately provide such information regarding the use of the Card as the Bank may from time to time reasonably demand.

2.11. The Supplementary Card is issued to the Supplementary Cardholder at the request and instance of the Principal Cardholder and accordingly the Principal Cardholder shall be reliable as primary obligor and not merely as a surety for all amounts arising from; or losses incurred by the Bank in connection with the use of the Supplementary Card by the Supplementary Cardholder (including any use in breach of this Agreement which the Bank shall be under no responsibility to prevent) which may be debited to the Card account.

2.12. The Principal Cardholder shall bear the cost of replacing any lost, stolen or damaged Card and also the cost of renewing an expired Card.

2.13. The Bank may from time to time and at its sole and absolute discretion extend or limit the services available by use of the Card, and such services shall be offered at such cost (if any) as the Bank in its sole absolute discretion determines.

3. Card Account

It is hereby further agreed by the Cardholder as follows:

3.1. The Bank shall debit the Card Account with:

- 3.1.1. The amount for all Transactions;
- 3.1.2. Any amount incurred by the Bank arising from the Cardholder's use of the Card;
- 3.1.3. Any interest and costs incurred by the Cardholder in undertaking Transaction and/or otherwise due to the Bank pursuant hereto; and
- 3.1.4. Any other liabilities incurred by the Cardholder hereunder.

3.2. The Principal Cardholder shall pay the amount debited to the Card Account as provided hereunder whether a sale or cash advance voucher or other acknowledgement is signed by a Cardholder.

3.3. All Card Transactions which take place in Foreign Currency will for the purposes of calculating the amount due from the Cardholder be converted into Kenya shillings on the settlement date at the prevailing rate of exchange as determined by VISA in accordance with its usual practice.

3.4. The Bank will prepare a monthly Statement and it is hereby expressly agreed and declared that it shall be the sole responsibility of the Principal Cardholder to obtain the Statement from the Bank.

3.5. The Principal Cardholder shall pay to the Bank at least fifteen percent (15%) of the Debit Amount (or such other percentage of the Debit Amount as the Bank may from time to time determine) not later than the Due Date.

3.6. Without prejudice to the provisions of clause 3.5 above, the Principal Cardholder shall notify the Bank not later than twenty (20) days after the Statement Date of any error or omissions in the Statement failing which the Bank shall at its option consider the Statement to be accurate and complete.

3.7. Any part payment received by the Principal Cardholder (including the amounts referred to in clause 3.5) shall at the option of the Bank, be applied in reducing the amounts shown in the Statement in order of maturity of the Transaction to the extend available, with the payments being applied first against the earliest dated Card Transaction.

3.8. Payments towards the Debit Amount received by way of cheques shall only be credited when are unconditionally cleared by the Bank and discretion on which the cheques are drawn on and the Bank shall be entitled to charge a fee determined by the Bank in its sole absolute discretion for all cheques or other remittances which are not honoured on first presentation, which fees shall be debited to the Card Account and form part of the Debit Amount.

3.9. The Principal Cardholder hereby expressly agrees and declares that the Bank may at any time without notice notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of the Principal Cardholder's then existing accounts including accounts in the name of the Principal Cardholder or of the Principal Cardholder jointly with others (whether current deposit loan or of any other nature whatsoever whether subject to notice or not and whether in Kenya shillings or in Foreign Currency) wheresoever situate and set-off or transfer any sum standing to the credit of any one or more such accounts in or towards satisfaction of any obligations and liabilities of the Principal Cardholder to the Bank hereunder, whether such liabilities be present, future, actual, contingent, primary, collateral, several or joint. Where such combination, set-off or transfer requires the conversion of one currency into another, such conversion shall be calculated at the then prevailing buying rate of exchange of the Bank or such other bank in Kenya nominated by the Bank (as conclusively determined by the Bank) for purchasing the currency for which the Principal Cardholder is liable with the existing currency.

3.10. If the Principal Cardholder maintains an account with the Bank, the Principal Cardholder may by completing a relevant part of the Application authorize the Bank to auto-debit the debit amount from such Bank Account.

3.11. Depending on the Credit Limit and other factors, the Bank may require such security or securities as the Bank may in its sole and absolute discretion determine, to secure the monies or liability of the Cardholder hereunder and such security or securities shall be in such form as the Bank shall determine in its sole and absolute discretion and shall be prepared and perfected at the cost of the Principal Cardholder including but not limited to payment of stamp duty and other legal cost incidental thereto. It is hereby further agreed and declared that the Bank shall have the right to refuse or delay the issuance of any Card until all securities the Bank requires are perfected.

4. Fees and Charges

It is hereby further agreed and declared as follows:

4.1. The Cardholder shall be notified of the details of the joining fees, annual subscription fees and related charges at the time of applying for a Card and the Principal Cardholder shall pay the said charges prior to being issued with the Card and/or the Supplementary Cardholder being issued with a Supplementary Card. The Cardholder may visit the Bank's website, www. primebank.co.ke for all the applicable charges related to the cards.

4.2. If the Cardholder pays the total Debit Amount, as shown on the monthly Statement, by the Due Date, no interest will be charged on the Debit Amount. Excise Duty shall be charged and payable on all Transactions in accordance with the applicable law and regulations for charging the same.

4.3. Any payment received by the Bank later than its respective Due Date shall be deemed not to have been paid and shall only be credited as having been received by the Bank on the succeeding calendar month's due date to the intent that a late payment charge of 5% shall accrue on the said amount as if it had remained outstanding for the period up to the succeeding calendar month's Due Date.

4.4. If on succeeding calendar month's Due Date the Principal Cardholder has not paid the entire Debit Amount of the previous calendar month, the Bank shall, without prejudice to any other rights or remedies of the Bank, charge a minimum interest of 0.75% per month above the Bank lending rate on any such unpaid amount and the Principal Cardholder hereby acknowledges and agrees that the said rate of interest shall represents a reasonable pre-estimate of the loss to be suffered by the Bank in funding the default of the Principal Debtor. The Bank shall be entitled to vary the rate of interest charged hereunder to such other rate as the Bank shall determine in its sole and absolute discretion from time to time as is not prohibited by the Act and as the same may be notified by the Bank to the Cardholder directly or through press adverts and notices from the Bank provided that lack of such notice or non-receipt of such notice shall not prejudice the Bank's right to charge the revised rate of interest.

4.5. The Principal Cardholder shall pay to the Bank a fee equal to five percent (5%) of the amount of any Cash Transaction (or at such percentage as the Bank shall determine in its sole and absolute discretion from time to time).

4.6. The Principal Cardholder shall make immediate payment of all amounts in excess of the Credit Limit and any Transactions made in breach of this Agreement and, without prejudice to any other rights or remedies to the Bank, the Bank shall be entitled to charge a fee determined by the Bank in its sole and absolute discretion on any such Amounts.

4.7. The Principal Cardholder shall pay (on a full and unqualified indemnity basis) to the Bank on demand all fees costs, charges, taxes, liabilities, damages and expenses incurred or suffered by the Bank in relation or incidental to the recovery of any and all amounts outstanding to the Bank from the Principal Cardholder hereunder together with interest thereon at the rate referred to clause 4.4 from the date of demand to the date repayment (together with all accrued interest) in full. The applicable fees, costs, charges and taxes are detailed hereunder (See under "Fees") whilst all liabilities, damages and expenses incurred or suffered by the Bank in relation or incidental to the recovery of any all amounts outstanding to the Bank from the Principal Cardholder shall be notified to the Cardholder at the time the same are incurred or to be incurred.

4.8. If for whatever reason the Statement is not received by the Cardholder as specified in clause 3.4, the Principal Cardholder's liability hereunder shall not thereby be discharged or postponed.

4.9. The Principal Cardholder may request the Bank for a temporary credit limit increase, as and when required. The Bank shall in its sole and absolute discretion approve such temporary credit limit and the Principal Cardholder will be liable to pay an "over the limit fee" equal to 3% of the amount over limit.

4.10. No charge will be levied by the Bank solely for using Contactless mode of payment. However, the Cardholder accepts, agrees and acknowledges that the Card shall continue to attract annual fees, late payment fees, interest, over limit charges and any other charges as applicable on the Card.

4.11. In certain cases, where a written request cannot be made, the Cardholder may request the Bank for a temporary credit limit increase over the phone. The phone call request shall form the basis of the oral contract and may be recorded for evidentiary purpose provided that failure to record the same shall not affect the contract and the fact of the Bank increasing the sanctioned limit shall be sufficient evidence of the said contract. In any other case, the Bank shall only entertain a request that is in writing and sent to the Bank beforehand. The Bank but shall not be obliged to approve such temporary credit limit and shall do so in its sole and absolute discretion. Where the Bank approves such increase, the Principal Cardholder will be liable to pay an "over the limit fee" equal to 3% per month of the amount over limit. The Principal Cardholder undertakes to pay back the funds advanced together with the fees charged within thirty (30) days from when the funds were advanced. In the event that the Principal Cardholder is unable to pay back the said funds, the Bank may at its sole discretion proceed to block the Card from further use until such payment is made in addition to other recovery procedures hereunder. Where the Bank approves any temporary over the limit credit enhancement, the Cardholder authorizes the Bank to block or make unavailable a similar amount in any of the Cardholder's accounts maintained with the Bank to act as security for the temporary over the limit enhancement advanced. The Bank shall be entitled to automatically and without further reference to the Cardholder, set off the amount advanced over the limit against such funds blocked or made unavailable, in the event the Cardholder does not pay back the funds advanced within the aforesaid thirty (30) days from the date in which they were advanced.

5. Safeguarding the Card and PIN

It is hereby further agreed and declared as follows:

5.1. The Cardholder shall exercise all care necessary to ensure the safety of the Card and the secrecy of the PIN at all times. The Cardholder will not disclose the details of the Card to any third party except in connection with and only as necessitated by a Transaction or when reporting the actual loss or theft of the Card.

5.2. The Cardholder shall not allow any third party to use the Card whatsoever.

5.3. The Cardholder shall not write the PIN on the Card or on anything usually kept with the Card or in any mobile telephone data or records which may be used by an unauthorized person to retrieve the PIN.

5.4. If the Card is howsoever lost, stolen or for any other reason liable to misuse or the PIN has been disclosed to any third party, the Cardholder shall immediately notify the Bank by telephone followed within 24 hours, by a confirmation thereof in writing to the bank. Until the Bank receives a written confirmation, the Principal Cardholder will be liable in respect of any use or misuse of the Card.

5.5. The Cardholder will give the Bank all information in the Cardholder's possession as to the circumstances of the loss, theft or misuse of the Card and the Cardholder shall take all steps deemed necessary by the Bank to assist in the recovery of a lost or stolen Card. In the event of any such loss, theft, misuse or disclosure of PIN, being suspected, the Bank may provide the police or other relevant persons with any information it considers relevant and in doing so the Bank shall not be held to in breach any of any of its confidentiality obligations or its banker/customer obligations to the Cardholder. If a Card is reported as lost, stolen or liable to misuse, the Card must not subsequently be used, but be cut in half and returned immediately to the Bank.

5.6. The Cardholder shall exercise due caution when using the Card for online and internet Transactions and shall if required inform the Bank prior to undertaking such Transactions and shall take such steps as shall be required by the Bank for the time being and from to time to safeguard the Card from misuse and the Cardholder hereby agrees that the Bank shall not be liable for any hacking, misuse or abuse of the Card during its use for an online or internet Transaction whatsoever.

5.7. The Cardholder acknowledges, represents and accepts that he/she shall be solely responsible for the confidentiality, safety and security of the Contactless Mode enabled Card at all times. The Cardholder shall exercise utmost care to prevent the Card from being lost, stolen or used by another person.

6. Withdrawal of use of the Card

It is hereby further agreed and declared as follows:

6.1. 6.1 The Bank may at any time cancel the right to use any Card entirely or in respect of specific facilities or refuse to re-issue, renew or replace any Card, without thereby affecting the Cardholder's obligation under this Agreement which shall continue in force until all Cards issued to or at the request of the Principal Cardholder (including, without limitation, any supplementary cards) have been returned to the Bank and all monies due to the Bank have been repaid (together with all accrued interest if any) in full. Prior to making such decision the Bank shall give the Cardholder due notice of thirty (30) days and the Bank will also give the reason for the decision when issuing such notice.

6.2. The Card remains the property of the Bank at all times. On request, the Card must be returned immediately to the Bank by the Cardholder.

6.3. The Principal Cardholder shall be liable for all expenses incurred by the Bank in reclaiming a cancelled Card.

7. Termination

It is hereby further agreed and declared as follows:

7.1. The Principal Cardholder may terminate this Agreement by a written notice to the Bank of not less than thirty (30) days (which notice shall state the effective date of termination) but such termination shall only be effective on the return to the Bank of all Cards issued to or on behalf of the Principal Cardholder (including, without limitation any supplementary cards) for the use on the Card Account. Until such termination, the Bank may re-issue Cards from time to time for use in accordance with this Agreement.

7.2. The Bank may terminate this Agreement by a written notice (which notice shall state the effective date of termination) to the Principal Cardholder of not less than thirty (30) days or upon the death, insolvency, liquidation, or the happening of any other event that limits the legal capacity of the Cardholder or for any breach of this Agreement and on such termination, the Principal Cardholder shall return all the Cards issued to or at the request of the Principal Cardholder for use on the Card Account. Notwithstanding such termination the Principal Cardholder shall remain liable to the Bank until all the cards issued to the Principal Cardholder (including, without limitation any supplementary cards) have been returned to the Bank and all monies due to the Bank have been repaid together with all accrued interest (if any) in full.

7.3. The business relationship between the Bank and a Cardholder may be terminated and a Cardholder's CLM feature disabled at any time upon the Bank giving notice to the Cardholder but without prejudice to the generality of the foregoing the Bank may cancel credits which it has granted and require the repayment of outstanding debts resulting therefrom within such time as the Bank may determine.

7.4. Without prejudice to the rights of the Bank under sub-clause 12.1, the Bank retains the discretion to cancel the Card without notice to Cardholder where:

7.4.1. The Account is used for unauthorized purposes;

7.4.2. Fraud or attempted fraud, misuse, or breach of content is detected;

7.4.3. The Bank is required or requested to comply with an order or instruction of or a recommendation from the government, court, regulator or other competent authority;

7.4.4. The Bank reasonably suspects or believes that the Cardholder is in breach of these Terms and Conditions;

7.4.5. The contents or functionality of the services are being updated or upgraded or there are technical problems or safety reasons necessitating a suspension; or

7.4.6. The Bank decides to suspend or cease the provision of the services for commercial reasons or for any other reason as it may determine in its absolute discretion.

7.5. The contactless feature on the Card issued can only be deactivated upon cancellation of the Card.

8. Refunds and Cardholder Claims

It is hereby further agreed and Declared as follows

8.1. The Card Account will only be credited with a refund in respect of a 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 subjected to a defense or counterclaim against the Bank.

8.2. The Principal Cardholder shall not be entitled to interest on any credit balances there may be in the Card Account.

8.3. There shall be no cash refund for goods and services obtained with the use of the Card. Any such refunds must be credited only through the Card Account.

9. One-Time Password (OTP) based transactions:

9.1. The Cardholder acknowledges and agrees that all One-Time Password (OTP) based transactions conducted using their registered email and/or phone number as provided in the Bank's card system shall be deemed authorized and valid. The Cardholder shall be solely responsible for any such transactions and shall not dispute or claim any refunds for OTP-based transactions that are successfully completed.

9.2. Bank shall not be liable for any loss or damage arising from the Cardholder's failure to safeguard their registered email and phone number. The Cardholder agrees to indemnify and hold the Bank harmless against any claims, losses, damages, or expenses arising out of or in connection with the use or misuse of OTP- based transactions.

9.3. In the event of any successful OTP-based transaction, the Cardholder shall be liable to pay the amount of such transaction in full and shall not raise any disputes regarding the validity or authorization of the transaction. The Cardholder agrees that the Bank's records of OTP-based transactions shall be conclusive proof of the Cardholder's authorization and liability.

9.4. By using the Bank's OTP-based transaction service, the Cardholder accepts these terms and conditions and acknowledges their understanding and agreement to be bound by them.

10. Exclusion of Liability

It is hereby further agreed and declared as follows:

10.1. The Bank shall not be liable in any way if the Card is not honoured by any third party whatsoever.

10.2. The Bank shall not be liable if it is unable to perform its obligation under this Agreement due (directly or indirectly) to the failure of any machine, data processing system or transmissions link or to industrial disputes, strikes, lock outs, acts of any public enemy, war, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, civil disturbances, terrorism, governmental regulations and directions and anything outside the direct control of the Bank, its agents or sub-contracts or any other causes beyond the control of the Bank.

10.3. 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 or reliance on the use of the Card 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 such use or reliance on such use or any breach of this Agreement whatsoever.

10.4. The Bank reserves the right to suspend Card services if the Bank suspects any misuse or fraudulent transaction(s) and the Bank shall not be liable to the Cardholder for such suspension of services whatsoever or howsoever.

11. General

It is hereby agreed and declared as follows:

11.1. The Cardholder warrants the complete accuracy of the information given in the Application Form to the Bank requesting for issuance of the Card and any subsequent communication with the Bank.

11.2. No failure or delay by the Bank in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy.

11.3. Each of the provisions of this Agreement is severable and distinct from the others and if at any time one or more of such provision is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

11.4. Any notice or demand for payment by the Bank hereunder shall without prejudice to any other effective mode of making the same be deemed to have been properly served on the Cardholder if served on the Cardholder or sent by letter by registered post to the Cardholder's postal address stated in the Application. Any such notice or demand sent by letter by registered post shall be deemed to have been served on the addressee five (5) Days following the day of posting notwithstanding that it be undelivered or returned undelivered and in proving such service it shall be sufficient to prove that the notice or demand was properly addressed and put into the post.

11.5. The rights, powers and remedies conferred on the Bank by this Agreement are cumulative and are not nor are they to be construed as exclusive of any rights, powers and remedies provided by law.

Prime Bank

11.6. A notice by the Bank as to the amount of any monies or liabilities owing or incurred to the Bank by the Cardholders shall, save in the case of manifest error, be binding on the Cardholder and conclusive for all purposes.

11.7. The Bank shall have a full and unfettered right to assign the whole or any part of the benefit of this Agreement. The Cardholder shall have no such rights to assign or transfer the Cardholder's rights or obligations hereunder. No rights of the Cardholder against the Bank may be assigned or otherwise disposed of.

11.8. The Cardholder waives any rights set-off that the Cardholder may have in respect of sums payable by the Cardholder on the Card Account or under this Agreement.

11.9. The Bank may disclose information about the Cardholder to any person in connection with an actual or proposed contract which is related to this Agreement. This includes disclosing information under the terms of such contracts and such contracts include the assignment and transfers of all the Bank's rights and obligations under the Agreement.

11.10. To protect the Bank and its customers, the Bank has to follow certain internal procedures when opening accounts or making lending decisions. These may include the use of credit scoring, obtaining information, from credit reference agencies and the parting of information disclosing and/or requesting for details relating to credit facilities including details of default in servicing credit facilities to/ from Credit Reference Bureaus set up in terms of Banking (Credit Reference Bureau) Regulations 2008 and/or other banks/financial institutions/agencies which are legally entitled to disclose/request for such information.

11.11. If the Cardholder does not make full repayment or agree to satisfactory repayment proposal with the Bank within 28 days of the Bank making demand for full repayment under this Agreement, the Bank may also disclose the information to Credit Reference agencies. This may affect other companies' decisions about lending the Cardholder any money.

11.12. The Bank shall have the right to amend and vary the terms of this Agreement from time to time, which shall not affect the obligations of the Cardholder to the Bank hereunder.

11.13. The Bank's general terms and conditions in undertaking banking business generally (as the same may be amended and applicable from time to time) shall be deemed incorporated herein provided that the Bank shall give the Cardholder a notice of thirty (30) days of its intention to amend the general terms and conditions.

11.14. The Bank may enter into arrangements with establishments and service providers to allow the Cardholder certain privileges in such establishments or in accessing certain services from such providers which will be on such terms and conditions as the Bank may have entered with such establishments and providers and the Bank will be entitled to withdraw such privileges at any time and with or without prior notice to the Cardholder. With respect to the benefits accruing from the Bank, the Bank will give a notice of thirty (30) days prior to withdrawing such benefits. Where benefits are provided by third parties, the Bank will notify the Cardholder as soon as the Bank is notified by the third parties that such benefits have been withdrawn. Provided that and for the avoidance of doubt, it is hereby declared that such privileges and benefits are not given as of right and are without any liability accruing to the bank or such service provider.

11.15. These Terms and Conditions and any rights or liabilities accruing thereunder may not be assigned by the Cardholder to any other person.

11.16. The Bank may vary or amend at any time these Terms and Conditions and the fees and charges and any such variations or amendments may be published in posters or pamphlets available at the Bank's offices, in the daily newspapers, on the Bank's website and/or by any other means as determined by the Bank and any such variations and amendments shall take effect immediately upon publication.

11.17. If any provision of these Terms and Conditions shall be found by any duly appointed arbitrator, court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions herein.

11.18. No failure or delay by either the Cardholder or the Bank in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

12. Issuing Authority general terms

It's hereby further agreed and declared as follows:

12.1. The issuing Authority's general Terms and Conditions relating to VISA cards generally (as the same may be amended and applicable from time to time) shall be deemed incorporated herein and shall be binding on both the Bank and the Cardholder.

12.2. As part of the Issuing Authority's general terms and conditions, the Bank is required to inform the Cardholder of certain matters, fees and charges levied on Transactions. This information will be contained in the Statement and/or a schedule of tariffs which will be available to the Cardholder on request. Such information wherever set out shall be deemed incorporated herein.

13. Complaint Handling Process:

13.1. The Cardholder may lodge complaints directly to the Bank by visiting the nearest branch of the Bank, or by sending an email to customercare@primebank.co.ke or by calling the Bank's customer service department via telephone.

13.2. The Bank shall endeavor to resolve the Cardholder's complaint(s) within Forty-Eight (48) hours upon receipt of the complaint. However, if the nature of the complaint is complex or the Bank is not in a position to resolve the complaint within Forty-Eight (48) hours, the Bank shall provide the Cardholder with a prompt written acknowledgement of receipt of the complaint and its pending status within Seven (7) days through electronic means or other means appropriate under the circumstances.

13.3. This clause 13 (Complaint Handling Process) shall be governed by and construed in accordance with the provisions of the Central Bank of Kenya Prudential Guidelines on Customer Protection, 2013 and the Banking Sector Charter.

14. Cooling Off Period:

These Terms and Conditions may be added/amended/ altered at any time at the Bank's sole and absolute discretion and any such addition, amendment or alteration shall take effect within thirty (30) days of the same being notified to the Cardholder.

Prime Bank

15. Data Protection and Privacy of Personal data:

15.1. The Bank will always ensure that Personal Data of the Cardholder is at all times processed in accordance with the right to Privacy and in strict adherence to the Principles and Obligations enshrined in the Data Protection Act, 2019 and the regulations thereof.

15.2. Except as permitted by Law, the Bank may not, without the prior consent of the Cardholder, disclose to any third party personal data or information relating to the Cardholder or their related parties.

15.3. The Cardholder hereby unequivocally consents to disclosure of its personal data/information under the following circumstances:

15.3.1. To the Bank's agents, associates or subsidiary companies for the purposes of lending, developing new products, improving services and benefits to its Cardholder with an understanding that the information will be kept confidential.

15.3.2. To Transferees of the Bank's rights under this agreement.

15.3.3. Where the Bank is under a legal or contractual obligation to do so (including but not limited to the Bank's legal and/or contractual obligations to prevent money laundering and related offences) or in public interest.

15.3.4. Cross border transfer of personal data and personal sensitive data for furtherance of contract or legitimate interests.

15.4. The Cardholder also consents to processing of their personal data provided to the Bank in furtherance of the contract entered between them and the Bank.

15.5. The Cardholder undertakes to maintain strict confidentiality of their Personal Identification Number, log-in ID, passwords and any other information supplied by the Bank in relation to credit card services provided. The Cardholder agrees to notify its agents, employees and/or sub-contractors of the provisions of this section and indemnifies the Bank against any breach thereof.

15.6. The Cardholder may lodge a complaint in regards to the processing of their personal data to the Bank through the e-mail;

dpo@primebank.co.ke. The Bank shall endeavour to resolve the complaint as soon as reasonably possible and within the timelines prescribed in the Data Protection Act and Regulations.

For more information on how the Bank handles processes, protects and rights Cardholder may exercise in regards to their personal data, please read and understand the Privacy Notice on the Bank's website on www.primebank.co.ke

16. Contactless Feature

16.1. Contactless Mode is a feature that allows a transaction to be processed without requiring the Card to be swiped and/or inserted into a reader/terminal and/or requiring the Cardholder's PIN to authorise transaction. This feature is available for use in Cards issued by the Bank which have an embedded Radio Frequency Identification (RFID) chip and an antenna which transmits payment details wirelessly to a contactless reader connected to a merchant's point-of-sale ("POS") system. This is done by waving or tapping the Card on a contactless enabled POS terminal for the purpose of making a payment.

16.2. In order to activate or use the CLM feature the Cardholder is only required to perform a contact transaction (Chip & PIN).

17. Contactless Transactions

17.1. For transactions carried out using CLM, Cardholders are not mandatorily required to enter the PIN during the purchase.

17.2. To make the payment using CLM, Cardholder is required to bring the card in close proximity, which is approximately 4 cm or less, of the contactless enabled POS or a reader and tap or wave the card.

17.3. CLM of payment is only applicable for purchases at a merchant POS. However, for ATM withdrawals, PIN is mandatory.

17.4. A Cardholder may use the Contactless Card to effect six Contactless Transactions on contactless readers provided that the value of each such Contactless Transaction does not exceed Kenya Shillings Four Thousand (KShs.4,000/=)

17.5. Even though there is no daily limit, the Cardholder is subject to a cumulative limit of Kenya Shillings Sixteen Thousand (KShs.16,000/=), after which, the Cardholder shall be prompted to input the PIN.

17.6. A Cardholder may continue to use contact mode to make purchases at a merchant POS for any value depending on the available credit limit on the Cardholder's Card and in line with Cardholder's terms and conditions.

18. Disputes

18.1. Any dispute with or complaint against any Merchant Establishment must be directly resolved by the Cardholder with the Merchant Establishment.

18.2. It is clarified that the Bank shall not be responsible or liable for any deficiency in goods and/or services purchased using the CLM feature and the Cardholder undertakes not to involve the Bank in any such claim and/or disputes or legal proceedings against the said Merchant Establishment.

18.3. There will be no change in the dispute resolution process between the Bank and the Cardholder. In case a Cardholder disputes a transaction, the following process will follow:

18.3.1. The Card will be blocked immediately so that no further transactions take place.

18.3.2. The Bank will proceed to investigate the transaction.

18.3.3. Cardholder will not be held responsible for transactions that are identified as fraudulent until the investigation process is complete.

18.3.4. In the event the investigations reveal that the Cardholder improperly, illegally or fraudulently used the Card, the Cardholder shall be held liable for any consequences resulting thereof.

19. Laws, Jurisdiction and Intention to be Bound

19.1. These Terms and Conditions and any other documents required to be executed by the Cardholder pursuant hereto shall be governed by and construed in accordance with the Laws of the Republic of Kenya and the Cardholder submits to the non-exclusive jurisdiction of the Kenya courts.

19.2. The Cardholder hereby agrees and confirms that the Cardholder has read and understood these Terms and Conditions and gives unqualified acceptance by executing the same. I have read the above terms and conditions and agree to be bound by them and any amendments thereto.