Prime Bank

PRIME BANK VISA DEBIT CARD TERMS AND CONDITIONS

In consideration of the Bank, at the request and instance of the Cardholder, issuing the Card to the Cardholder, it is hereby agreed and declared that the issuance and use of the Card shall be governed by the terms and conditions set out hereunder (hereinafter referred to as this "Agreement"). These Terms and Conditions apply whenever a Cardholder activates or uses a Card's Contact / Contactless Mode for payment of goods or services. 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. The Bank and the cardholder hereby agree and declare as follows:

1. Definitions

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

1.1. "**Application**" means the application attached to this Agreement and which the Cardholder has completed and signed as required therein;

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

1.3. "**Account Balance**" means the amount of money held by the Bank to the credit of the Cardholder in the Bank Account and available for un-conditional withdrawal or use by the Cardholder at the time the Cardholder is undertaking a Transaction;

1.4. "**Annual Fees**" means the amount payable by the Cardholder on an annual basis to the Bank on approval by the Bank of the Application;

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

1.6. "**Bank Account**" means an account maintained by the Bank in the name of the Cardholder to which the card Transactions will be debited;

1.7. "**Business Day**" means a day (other than a Saturday, Sunday or gazetted public holiday in Kenya) on which Banking institutions are generally open for the conduct of banking business in Kenya;

1.8. "**Card**" means the Visa Debit Card issued by the Bank to the Cardholder following acceptance and approval of the Application;

1.9. "**Cardholder**" means the person completing the Application and to whom a Card has been issued by the Bank in accordance with terms hereof;

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 legal tender in form of Kenya Shillings or legal tender in form of Foreign Currency by using or with reference to the Card;

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

1.13. "**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;

1.14. "**Franchise Authority**" means VISA International;

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

1.16. "**Merchant Establishment**" means an establishment such as but not limited to stores, shops, restaurants, hotels or airline organizations wherever situated and which displays a Shared Network Partner's logo including any VISA Branded logo and accepts the Card for use in undertaking a Transaction using its POS Terminal;

1.17. "**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;

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

1.19. "**POS Terminal**" means a point of sale terminal installed or used at a Merchant Establishment capable of processing a Transaction;

1.20. "**Shared Network Partner**" means any entity with which the Bank enters into an arrangement by which Cardholders of the Bank can effect Transactions on ATMs and /or POS Terminals owned by or affiliated to that entity;

1.21. "**System**" means the Bank's computer communications and other technology systems which store information about, inter alia, the Card, the Cardholder and the Bank Account and which links such systems to ATMs or systems at which the Card is used;

1.22. "**Transaction**" means a Card Transaction or a Cash Transaction each a Transaction and together "Transactions";

1.23. "**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 during the Chip & PIN process.

2. Acknowledgement and Use of Card

2.1. By completing and signing the Application the Cardholder shall be deemed to have made an offer to the Bank to be issued with the Card and the Cardholder shall be deemed to have agreed to be bound by and to comply fully with this Agreement.

2.2. The 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 signature panel of 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 the Cardholder's offer referred to above subject to such variations and additions as the Bank may make in accepting the offer but which shall not be construed as counter-offers.

2.3. The Cardholder understands and acknowledges that the Card can only be used when the System is online and up and running and able to be accessed by the ATM, POS Terminal or other system at which the Card is used and there being sufficient funds in the Bank Account to cover the amount of a Transaction and shall in all cases require the use of the PIN/password/verification number as a means of authenticating the Transaction and confirming that the Transaction is duly authorised by the Cardholder. Where for any authorised reason, the PIN/password/verification number as may be required is not required or used, the Cardholder shall ensure that the Cardholder signs the Transaction slip as evidence of the Cardholder's authority and shall also retain a copy of the same.

2.4. The Card may only be used:

2.4.1. by the Cardholder;

2.4.2. subject to this Agreement;

2.4.3. to carry out a Transaction;

2.4.4. during the validity period embossed on the Card; and

2.4.5. within the Account Balance subject to availability of sufficient cleared balance in the account.

2.5. The Cardholder shall notify the Bank immediately by phone and within forty eight (48) hours in writing if:

2.5.1. the Card is lost or stolen; and

2.5.2. the Cardholder forgets the PIN or the Cardholder suspects that a third party has come to know of the PIN.

2.6. The Cardholder shall not use the Card to carry out transactions of an illegal nature and the Bank Account may not be overdrawn by a Cardholder by effecting a Transaction when there are no sufficient funds or agreed limit in the Bank Account.

2.7. The Cardholder shall immediately provide such information regarding the use of the Card as the Bank may from time to time reasonably demand and 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 Application or otherwise as may be required. In this regard the Cardholder warrants the complete accuracy of the information given in the Application and any subsequent communication with the Bank.

2.8. The Cardholder shall bear the cost of the annual fee per card, replacing any lost or damaged Card and also the cost of renewing an expired Card.

2.9. 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 may from time to time in its sole and absolute discretion determine.

2.10. The Bank shall have the right in its sole and absolute discretion and without prior notice and without being required to assign a reason therefore to withdraw the right to use the Card at any time.

3. Cardholder Details

3.1. The Cardholder shall notify the Bank immediately if there is any change in the Cardholder's:

3.1.1. name;

3.1.2. business and home telephone number and email ID;

3.1.3. Physical Residential address to which notices are normally sent.

4. Safeguarding the Card and PIN

4.1. The Cardholder understands and acknowledges that the PIN/password/verification number shall be used to authenticate and confirm Transactions as emanating and being duly authorized by the Cardholder and accordingly the Cardholder shall:

4.1.1. not write the PIN/password/verification number on the Card or anything usually kept with the Card, even if it is disguised;

4.1.2. not divulge the PIN/password/verification number to anyone including but not limited to another Cardholder, a family member or a friend;

4.1.3. take precaution to prevent anyone else seeing the PIN/password/verification number being entered in an ATM or POS terminal;

4.1.4. commit the PIN/password/verification number to memory and destroy any record thereof.

4.2. The Cardholder will exercise all care necessary to ensure the safety of the Card 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.

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

4.4. 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 other than as provided herein the Cardholder shall immediately notify the Bank followed within forty eight (48) hours by a confirmation thereof in writing to the Bank. Until the Bank receives the written confirmation the Cardholder will be liable in respect of any use or misuse of the lost Card.

4.5. 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 the PIN being suspected, the Bank may provide the police with any information it considers relevant and in doing so the Bank shall not be held to breach any confidentiality. If a Card is reported as lost, stolen or liable to misuse that Card must not subsequently be used but be cut in half and returned immediately to Bank.

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

5. Debiting of the Bank Account

5.1. The Bank shall debit the Cardholder's Bank Account with:

5.1.1. the amount of all Transactions;

5.1.2. any amount incurred by the Bank arising from the Cardholder's use of the Card;

5.1.3. any interest and costs incurred by the Cardholder in undertaking Transactions and/or otherwise due to the Bank pursuant hereto; and

5.1.4. any other liabilities incurred by the Cardholder hereunder.

5.2. The Bank may at its sole discretion allow Transactions undertaken in a Foreign Currency provided that for the purposes of calculating the amount due from the Cardholder, the Foreign Currency shall be converted into Kenya Shillings as at the date of such conversion at a rate of exchange determined by the Bank in accordance with the usual practice adopted by the Bank in converting the Foreign Currency into Kenya Shillings and shall be debited to the Bank Account in Kenya Shilling.

5.3. The Bank shall be entitled at its sole and absolute discretion to charge and debit from the Bank Account such fees and charges with excise duty as applicable, as it may from time to time notify the Cardholder including but not limited to an initial Card issuance fee, a Card renewal fee, an annual fee, PIN re-issue fees and/or replacement fee, a service fee for an amount to be prescribed by the Bank from time to time for the use of the Card and a charge for undertaking such Transactions as may from time to time be specified by the Bank. Any failure however by the Bank to so notify the Cardholder shall not prejudice in any way howsoever the recovery by the Bank of such fees and charges from the Cardholder. If the Card is utilized at ATMs belonging to Shared Network Partners of the Bank, a service fee may be charged by the operator and/or an automated transfer network for undertaking the Transaction.

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6. ATM Usage

6.1. The Card may be utilized at an ATM of the Bank for the following Transactions:

6.1.1. to effect a debit to the Bank Account by withdrawal of cash, any such debit being effected immediately;

6.1.2. to display the current balance of the Bank Account on the ATM;

6.1.3. to receive a mini account statement with respect to the Bank Account;

6.1.4. such other Transactions as may from time to time be made available by the Bank to the Cardholder including top-up of mobile phone airtime, bill payments and transfer of funds between accounts within the Bank.

6.2. All withdrawals of cash from ATMs for each Card shall be subject to the daily cash withdrawal limit as notified from time to time by the Bank as well as subject to sufficient funds being held in the Bank Account. The Cardholder agrees not to attempt to withdraw cash unless sufficient balance is available in the Bank Account. The onus of ensuring there are adequate funds in the Bank Account is entirely on the Cardholder.

6.3. The Bank may, at its discretion, reserve a certain minimum amount to be maintained in the Bank Account, below which a Transaction will not be allowed, even if sufficient funds are available in the Bank Account to allow the Transaction.

6.4. In the absence of manifest error, the Bank's records as to any Transaction or its consequences shall be conclusive.

6.5. When a Cardholder completes a Transaction through an ATM, the Cardholder can opt to receive a printed Transaction receipt and the Cardholder is advised to retain the same as a record of a Transaction undertaken at an ATM.

6.6. The Bank may from time to time enter into agreements with Shared Network Partners or with other third parties who own or operate ATMs to allow Cardholders generally to draw Kenya Shillings or Foreign Currency from such ATMs or to transact such other business as is offered by such third parties using the said ATMs. The Cardholder hereby acknowledges and agrees that such parties may impose such fees or charges determined by them and such parties may limit or otherwise decline any liability in providing such ATMs or services through such ATMs and the Cardholder hereby acknowledges and agrees that the liability of such third parties and the liability of the Bank shall be limited or declined accordingly.

6.7. The Cardholder hereby agrees and confirms that the agreements referred to above are not intended to create any contractual relationship between the Cardholder and such third party and the Cardholder hereby undertakes to indemnify and hold the Bank harmless from all and any claims, losses, costs and expenses that the Bank may suffer resulting whether directly or indirectly from the Cardholder's use of such third party's ATMs.

7. Merchant establishment usage

7.1. The Card may be utilized at any Merchant Establishment which displays the VISA logo and accepts VISA cards for use in undertaking a Card Transaction.

7.2. Use of the Card in Merchant Establishments shall be electronic only through the Merchant Establishment's POS Terminal. Any Transaction at a Merchant Establishment must be authenticated by the Cardholder using his PIN/password/verification number to complete the Transaction. Once approved and completed a print out of the Transaction shall be generated by the POS Terminal for the Cardholder's records. The Cardholder is also advised to check the Transaction details before taking delivery of the items purchased and/or services provided and leaving the counter of the Merchant Establishment. Where for any authorised reason, the PIN/password/verification number is not required or used, the Cardholder shall ensure that the Cardholder signs the Transaction slip as evidence of the Cardholder's authority and shall also retain a copy of the same.

7.3. Once the card is used and verified and the Transaction approved, the Bank Account shall be debited with the full value of the Transaction immediately.

7.4. The Bank shall not accept responsibility for any arrangement or negotiations the Cardholder may have with the Merchant Establishment including but not limited to the nature or quality of the goods supplied and/or services provided or any representations or warranties made by the Merchant Establishment. Should the Cardholder have any complaint concerning any Merchant Establishment as to the merchantability or quality of goods supplied and/or services provided, such complaint shall be resolved by the Cardholder directly with the Merchant Establishment. Failure to do so however shall not relieve the Cardholder of any obligations to the Bank. The Cardholder is also advised to notify the Bank of any grievances, complaints or disagreements with a Merchant Establishment immediately.

7.5. The Bank does not accept any responsibility for any surcharge levied by any Merchant Establishment.

7.6. In case a Cardholder wishes to reverse a completed Transaction due to an error or on account of return of merchandise by the Cardholder to the Merchant Establishment, the earlier sales receipts issued by the Merchant Establishment must be cancelled by the Merchant Establishment and a copy of the cancelled receipt must be retained in the Cardholder's possession. Reversal/refund of debits due to such Transactions shall be made by the Bank upon receipt of;-

7.6.1. An appropriate refund from the Merchant Establishment either directly or through the respective Shared Network Partner's settlement process; and

7.6.2. The cancelled sales slip from the Cardholder.

7.7. If the Cardholder or anyone authorized to use the Card, provides a mandate whether such comprises but is not limited to a signed coupon, subscription voucher or telephone instruction or gives the Card number to make a purchase or obtain cash advance without presenting the Card (such as 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 any other document or cash advance voucher was signed by the Cardholder. The Bank shall debit the Bank Account with the full 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 obligations as between the Merchant Establishment and the Cardholder.

8. Internet Transactions

8.1. The Cardholder may use the Card over the internet and agrees to assume all risks associated with such use and further agrees to indemnify the Bank against liability/claims associated with the use of the Card in respect to transactions over the internet.

8.2. The Bank shall not take any responsibility over any information sent over the internet and does not guarantee functionality and/or availability of any transaction accessed through the internet. Any loss of personal information or other data transmitted therein shall be the responsibility of the Cardholder and the Bank shall not be held liable for any actions resulting to any loss, hacking, misuse or abuse associated with the use of the Card over the internet whatsoever.

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9. Contactless Transactions

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

9.2. 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.

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

9.4. 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/=).

9.5. 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.

9.6. A Cardholder may continue to use contact mode to make purchases at a merchant POS for any value depending on the available balance on the Cardholder's Account and in line with Cardholders terms and conditions.

10. Charges

10.1. No charge will be levied by the Bank solely for using CLM mode of payment.

10.2. The Cardholder will be made aware of all the applicable charges on all the cards when applying for the card. The Cardholder may visit the Bank's website, www.primebank.co.ke for all the applicable charges related to the cards.

11. Withdrawal of use of the Card

11.1. The Bank may at any time and without notice cancel the right to use the Card entirely or in respect of specific facilities or refuse to re-issue, renew or replace any Card without in any case assigning a reason thereof or thereby affecting the Cardholder's obligations under this Agreement which shall continue in force until all Cards issued to on or behalf of the Cardholder have been returned to the Bank and all payments, fees and surcharges in respect thereof are fully settled.

11.2. The Card remains the property of the Bank at all times. On request the Card must be returned immediately to the Bank.

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

12. Termination

12.1. 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 there from within such time as the Bank may determine.

12.2. Without prejudice to the rights of the Bank under sub-clause 17.1, the Bank retains the discretion to cancel the Card without notice to Cardholder where:

12.2.1. the Account is used for unauthorized purposes;

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

12.2.3. 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;

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

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

12.2.6. 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;

12.2.7. The Contactless feature on the card issued can only be deactivated upon cancellation of the Card.

12.3. The Cardholder may terminate this Agreement by a written notice to the Bank but such termination, shall only be effective on the return to the Bank of all Cards issued to or on behalf of the Cardholder for use on the Bank Account. Until such termination the Bank may re-issue Cards from time to time for use in accordance with and subject to this Agreement without the requirement of the Cardholder signing the Application afresh.

12.4. The Bank may terminate this Agreement by a written notice to the Cardholder and on such termination the Cardholder shall return all Cards issued to or on behalf of the Cardholder for use on the Bank Account. Notwithstanding such termination the Cardholder shall remain liable to the Bank until all Cards issued to, on or on behalf of the Cardholder have been returned to the Bank.

13. Exclusion of liability

13.1. The Bank shall not be liable in any way if the Card cannot be used due to the failure of the System or the System being unreachable or not being in operation or the use of the Card not being accepted by any third party whatsoever.

13.2. 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 the System or of any machine data processing system or transmissions link or to industrial disputes, strikes, lock outs, acts of any public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, storms, floods, civil disturbances, terrorism, governmental regulations and directions, Acts of God and anything outside the direct control of the Bank, its agents or sub-contractors or any other cause beyond the control of the Bank.

13.3. 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 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.

13.4. 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 service providers which will be on such terms and conditions as the Bank may have entered with such establishments or service providers and the Bank will be entitled to withdraw such privileges at any time 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.

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

14.1. 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.

14.2. 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.

14.3. 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.

14.4. 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.

15. General

15.1. The Cardholder warrants the complete accuracy of the information given in the Application and any subsequent communication with the Bank.

15.2. No failure 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 rights or remedy.

15.3. Each of the provisions of this Agreement is severable and distinct from the others and if at any time one or more of such provisions 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.

15.4. It is hereby certified by the Cardholder (where the Cardholder is a body corporate) that this Agreement does not contravene any of the provisions of the memorandum and articles of association of the Cardholder and its issuance and use has been duly authorised as required thereby.

15.5. Any notice 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 at 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) Business Days following the day of posting notwithstanding that it is 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 in the post.

15.6. 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.

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

15.8. 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 right 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.

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

15.10. The Bank may disclose information about the Cardholder to any person in connection with an actual or proposed contract which relates to this Agreement. This includes disclosing information under the terms of such contract and such a contract includes the assignment and transfer of all the Bank's rights and obligations under the Agreement.

15.11. Where a Card is issued in respect of joint account holders, the obligations of the joint account holders shall throughout be joint and several and reference herein to Cardholder shall mean and refer to each and every one of the joint account holders.

15.12. 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.

15.13. The Card is not transferable and must not be used by any person other than the Cardholder. The Card remains the property of the Bank and upon cancellation must be surrendered on demand to the Bank. An issued Card shall have a limited validity period, on expiry of which a new Card may be issued by the Bank at its sole and absolute discretion. The Card is neither a credit card nor a cheque guarantee card and the Cardholder shall not represent the Card as such.

15.14. 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 and apply hereto as the context may require.

15.15. These Terms and Conditions may be added, amended or 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.

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

15.17. 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.

15.18. 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.

16. Franchise Authority general terms

16.1. The Franchise Authority's general terms and conditions relating to the 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.

16.2. As part of the Franchise Authority's general terms and conditions the Bank is required to inform the Cardholder of certain matters, fees and charges levied on Transactions. The fees and charges include but are not limited to Card Renewal Fees, Withdrawal Charges at the Bank's and Shared Network Partner ATMs, PIN Reprint Charges, Annual Fees, Card Replacement Fees and Card Capture Fees. This information will be contained in a schedule of tariffs which will be available to the Cardholder on request. Such information wherever set out shall be deemed incorporated herein.

17. Disputes

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

17.2. 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.

17.3. 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:

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

17.3.2. The Bank will proceed to investigate the transaction;

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

17.3.4. 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.

18. Complaint Handling Process

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

18.2. The Bank shall endeavor to resolve the Customer'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 Customer 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.

18.3. This clause 18 (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.

19. Cooling Off Period

19.1. 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.

20. Data Protection and Privacy of Personal data

20.1. 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.

20.2. 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.

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

20.3.1. 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;

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

20.3.3. 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;

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

20.4. 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.

20.5. 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.

20.6. 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 endeavor 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

21. Laws, Jurisdiction and Intention to be Bound

21.1. 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.

21.2. 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.