



Prime Bank

P U T T I N G Y O U F I R S T



Prime Debit Card

APPLICATION FORM

FOR VISA DEBIT CARD

PRIME VISA DEBIT CARD APPLICATION FORM

| | | | |
|-----------------------|--------|--------------------|--|
| | Branch | Date: | |
| CIF No: | | Account No: | |
| Type of account held: | | Mode Of Operation: | |

First Applicant
Please affix a
recent colour
photograph here
(NO STAPLES)

Second Applicant
Please affix a
recent colour
photograph here
(NO STAPLES)

| | | | |
|---------------|--|---------------|--|
| Name in Full: | | Name in Full: | |
|---------------|--|---------------|--|

PERSONAL / JOINT ACCOUNT DETAILS

First Applicant

| | | | |
|----------------|--|--------------------|--|
| Date of Birth: | | I.D./ Passport No: | |
| P.O. Box: | | Postal Code: | |
| Mobile No: | | Physical Res Add: | |
| | | Email: | |

Second Applicant

| | | | |
|----------------|--|--------------------|--|
| Date of Birth: | | I.D./ Passport No: | |
| Mobile No: | | Email: | |

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"). 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 "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;

- 1.13 "Franchise Authority" means VISA International;
- 1.14 "Kenya Shillings" and "K.Shs." means the lawful currency for the time being and from time to time of the Republic of Kenya;
- 1.15 "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;
- 1.16 "PIN" means the Personal Identification Number issued to the Cardholder or subsequently selected by the Cardholder where self-selection is available;
- 1.17 "POSTerminal" means a point of sale terminal installed or used at a Merchant Establishment capable of processing a Transaction;
- 1.18 "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;
- 1.19 "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; and
- 1.20 "Transaction" means a Card Transaction or a Cash Transaction each a Transaction and together "Transactions".

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

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| | any subsequent communication with the Bank. | 6.1.2 | to display the current balance of the Bank Account on the ATM; | 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. |
| 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. | 6.1.3 | to receive a mini account statement with respect to the Bank Account; | |
| 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. | 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. | |
| 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. | 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 is adequate funds in the Bank Account is entirely on the Cardholder. | |
| 3. Cardholder Details | | 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. | 8. Internet Transactions |
| 3.1 | The Cardholder shall notify the Bank immediately if there is any change in the Cardholder's: | 6.4 | In the absence of manifest error, the Bank's records as to any Transaction or its consequences shall be conclusive. | 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. |
| 3.1.1 | name; | 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. | 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 |
| 3.1.2 | business and home telephone number and email ID; | 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. | 9. Withdrawal of use of the Card |
| 3.1.3 | Physical Residential address to which notices are normally sent. | 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. | 9.1 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 or on behalf of the Cardholder have been returned to the Bank and all payments, fees and surcharges in respect thereof are fully settled. |
| 4. Safeguarding the Card and PIN | | | | 9.2 The Card remains the property of the Bank at all times. On request the Card must be returned immediately to the Bank. The Cardholder shall be liable for all expenses incurred by the Bank in reclaiming a cancelled Card. |
| 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: | | | 10. Termination |
| 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; | | | 10. 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. |
| 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; | | | 10.2 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. |
| 4.1.3 | take precaution to prevent anyone else seeing the PIN/ password/verification number being entered in an ATM or POS terminal; | | | 11. Exclusion of liability |
| 4.1.4 | commit the PIN/password/verification number to memory and destroy any record thereof. | | | 11.1 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. |
| 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. | | | 11.2 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 dispute, strikes, lock outs, acts of any public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, 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. |
| 4.3 | The Cardholder shall not allow any third party to use the Card whatsoever. | 7. Merchant establishment usage | | 11.3 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. |
| 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. | 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. | 11.4 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. |
| 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. | 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. | |
| 5. Debiting of the Bank Account | | 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. | |
| 5.1 | The Bank shall debit the Cardholder's Bank Account with: | 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. | |
| 5.1.1 | the amount of all Transactions; | 7.5 | The Bank does not accept any responsibility for any surcharge levied by any Merchant Establishment. | |
| 5.1.2 | any amount incurred by the Bank arising from the Cardholder's use of the Card; | 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:- | |
| 5.1.3 | any interest and costs incurred by the Cardholder in undertaking Transactions and/or otherwise due to the Bank pursuant hereto; and | 7.6.1 | An appropriate refund from the Merchant Establishment either directly or through the respective Shared Network Partner's settlement process; and | |
| 5.1.4 | any other liabilities incurred by the Cardholder hereunder. | 7.6.2 | The cancelled sales slip from the Cardholder; | |
| 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. | 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 | |
| 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. | | | |
| 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; | | | |

- 12.5 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 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 in the post.
- 12.6 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.
- 12.7 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.
- 12.8 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.
- 12.9 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.
- 12.10 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.
- 12.11 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.
- 12.12 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.
- 12.13 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.
- 12.14 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.
- 12.15 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.

13. Franchise Authority general terms

- 13.1 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.
- 13.2 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.

14. Governing Law

- 14.1 This Agreement shall come into effect as of the day on which the Bank issues the Card to the Cardholder.
- 14.2 This Agreement is governed by the Laws of the Republic of Kenya.

DECLARATION BY THE CARD APPLICANT

I/We declare that the information given is true and complete and I/We authorise you to make any enquiries necessary in connection with this application. I/We accept, and agree to be bound by the terms and conditions of use (as amended from time to time). I/We agree that I/We are liable for all charges incurred through the use of each card. I/We understand that Prime Bank Limited reserves the right to decline the application without giving any reason.

Applicant's Full Name:

Signature:

- 1
- 2

FOR BRANCH USE ONLY

We have verified the details in the application and confirm that the Signatures are as per mandate and recommend to provide a debit card to the Customer.

Name:

Signature:

Date:

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| | |

Head Office - Nairobi

Riverside Drive

Pilot Line: (020) 420 3000 / 0719 090 000

Customer Care: (020) 420 3222

Email: customercare@primebank.co.ke



P U T T I N G Y O U F I R S T

Prime Bank

www.primebank.co.ke