



Prime Bank

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



VISA GOLF
Gold Card

APPLICATION FORM

Supporting the



**KENYA
GOLF
UNION**

&



PERSONAL APPLICATION FORM

Please ensure that you have read and understood the terms and conditions overleaf. Please complete this form in BLACK INK BLOCK LETTERS, completing all fields. Kindly attach all relevant documents and return it to any of our branches or send it directly to: Prime Bank Ltd, Card Centre, Riverside Drive. P.O Box 43825-00100, Nairobi, Kenya.

1. Certified Copy of ID / Passport
2. Two Passport-sized photographs
3. Certified Copy of bank statement for last 6 months
4. Certified Copy of payslips for last two months

How did you find out about Prime Card?

- | | |
|---|--|
| <input type="checkbox"/> Radio Station | <input type="checkbox"/> Other Advertising |
| <input type="checkbox"/> Television Channel | <input type="checkbox"/> Our Existing Customer |
| <input type="checkbox"/> Newspaper | <input type="checkbox"/> Our Staff |

TYPE OF CARD

Visa Gold Golf Card: Credit Limit*

**The Bank in its sole and absolute discretion will determine the Credit Limit, including form and amount of any security to be provided. You will be advised of such security requirement prior to issuing any Card.*

PERSONAL DETAILS

Title: Surname: First Name: Second Name:

Date of birth: Nationality: Country of Residence:

ID/Passport No. Place of Issue: R No.

Marital Status: Married: Single: Divorced: Separated: Widowed:

Mothers Maiden Name: No. of Dependents, including spouse:

Postal Address: P.O. Box: Post Code: City/Town:

Residential Address: Hse. No. Estate: Street:

Email: Phone No. Mobile No.

Nearest Landmark:

Permanent Address, if different from Residential Address:

Residential Status

Own house: Since: Tenant: Since: Rent per month:

Company house: Since: Live with Parents:

If, property is owned, please state form of ownership:

Freehold: Leasehold: Other, Please Specify:

LR No. Estimated Value: Outstanding Mortgage:

If less than 1 year at the residential address stated, please state previous address and length of stay:

EMPLOYMENT DETAILS

Status: Student: Employed: Self-employed: Retired:

If self employed:-

Name of company

If employed:-

Name of employer: Nature of Business:

Postal Address: Physical Address: Tel No.

Position Held: Since: Monthly Gross Salary (Kshs)

If on Contract Basis, Please State Expiry Date:

If less than one year with current employer,

Name of Previous employer: Nature of Business:

Postal Address: Physical Address: Tel No.

Last Position Held: Length of Service:

BANKING DETAILS

Do you have Current and / or Savings account with Prime Bank? YES NO

If Yes, please give details.

Type of Account (1) Account No. Branch:

Type of Account (2) Account No. Branch:

If you have other bank accounts, please give details:

Bank & Branch:	Account Type:	Account No.	Years with Bank:
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1	<input type="text"/>	<input type="text"/>	<input type="text"/>
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2	<input type="text"/>	<input type="text"/>	<input type="text"/>
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3	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Credit / Debit / Other Cards Held

Name of Card:	Limit:	Held Since:	Issued By: (Bank)
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1	<input type="text"/>	<input type="text"/>	<input type="text"/>
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2	<input type="text"/>	<input type="text"/>	<input type="text"/>
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OTHER FINANCIAL DETAILS

If you have any other loan accounts or credit facilities with other banks, please provide details:

Name of Bank:	Nature of Facility:	Amount Availed:	Present Balance:	Monthly Installment:
1				
2				
3				

Additional Sources of Income Per Annum:

1		Kshs.	
2		Kshs.	

Spouses Status, if applicable:

Employment details: Income per annum Kshs.

GOLF MEMBERSHIP DETAILS

Please provide the below golf membership details.

Gold Club name:	1.	<input type="text"/>	2.	<input type="text"/>	3.	<input type="text"/>
Membership number:	1.	<input type="text"/>	2.	<input type="text"/>	3.	<input type="text"/>
Number of years as member:	1.	<input type="text"/>	2.	<input type="text"/>	3.	<input type="text"/>

INSURANCE COVER

Please tick the appropriate boxes if you wish to have Golf Insurance and/ or Travel Insurance:

Golf Insurance:	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
Travel Insurance:	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>

REFERENCES

Personal referees. (excluding family members/friends)

Name:	Physical Address:	Postal Address:	Tel No.
1	<input type="text"/>	<input type="text"/>	<input type="text"/>
2	<input type="text"/>	<input type="text"/>	<input type="text"/>

EMPLOYERS GUARANTEE (If Applicable)

If your employer is prepared to guarantee payment of charges on your Prime Card(s), please obtain your employer's signature over the company's rubber stamp.

In consideration of you issuing Prime Visa Gold Golf card to the above named person, we hereby guarantee payment of the charges incurred by the said person.

Name: Position: Signature: Date:

Name: Position: Signature: Date:

Name: Position: Signature: Date:

Company's Rubber Stamp / Seal:

DECLARATION

I declare that to the best of my knowledge the information given in particulars to this application are true and accurate. I confirm i have read the terms and conditions with regards to issue of credit cards and agree to be bound by these and any amendments thereof from time to time. I consent to the Bank making any credit enquiries about me with any Credit Reference Bureaus and /or any other third party. I am liable for all charges insured through the use of the Card and in the event of default I authorise the Bank to use any credit balance in my other Bank accounts to set off any amounts owing on my Card. I understand that Prime Bank Ltd reserves the right to decline the application. I hereby request you to issue me with a VISA GOLD GOLF Card.

Applicants Signature:

Date:

FEES

Platinum Card

Joining Fees

Annual Subscription

Gold

KShs. 3,000/- (Waived)

KShs. 2,000/- (Paid by Prime Bank)

Autocredit Authority (Optional) - For Prime Bank customers only

This facility allows debiting of your Prime Bank current account or savings account for settlement of your monthly card dues as per the card statement.

To the Manager, Prime Bank Limited

Branch: P.O. Box: City/Town:

Bank Details:

Account Name: Account Type: Account Number:

Instructions to the Bank:

I authorise you to debit my account every month for settling the card dues. The amounts are variable and are to be debited on due date.

Signature:

Date:

Signature:

Date:

TERMS AND CONDITIONS

These terms and conditions govern the use of the Prime Visa Gold Golf Card and constitute the agreement between the Bank (as defined below) and the Cardholder (as defined below) (hereinafter referred to as the "Agreement").

1. Definitions - In this Agreement the following expressions shall, unless the context otherwise requires, have the following meanings:

- 1.1. "Act" means the Banking Act and the Microfinance Act, 2006 as amended from time to time;
- 1.2. "Application" means the application attached to this Agreement and which the applicant has completed and signed;
- 1.3. "ATM" means automated teller machine;
- 1.4. "Bank" means Prime Bank Limited, its successors and assigns (whether immediate or derivative);
- 1.5. "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;
- 1.6. "Card" means the Prime Visa Gold Golf Card issued by the Bank to the Applicant;
- 1.7. "Cardholder" means the person who has completed and signed the Application and in whose name a Card Account has been opened by the Bank;
- 1.8. "Card Account" means an account maintained by the Bank in the name of the Cardholder in relation to Transactions;
- 1.9. "Card Transaction" means a transaction in which payment for goods or services is made using the Card;
- 1.10. "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;
- 1.11. "Credit Limit" means the maximum debit balance permitted on the Card Account as determined by the Bank from time to time in its sole and absolute discretion, notified to the Cardholder;
- 1.12. "Credit Reference Bureau" means a bureau licensed under the Banking Act (as amended) 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 authorised under the Banking Act;
- 1.13. "Due Date" means a date in each calendar month falling after twenty (20) Business Days from the date of the Statement;
- 1.14. "Debit Amount" means the amount shown in the Statement as the total amount (together with interest and costs) incurred by the Cardholder for Card Transactions;
- 1.15. "Foreign Currency" means the lawful currency of such countries as the Bank may from time to time determine as being available for use in a Card Transaction;
- 1.16. "Issuing Authority" means VISA International;
- 1.17. "Joining fee" means the one off amount payable by the Cardholder to the Bank on approval by the Bank of the Card Application.
- 1.18. "Kenya Shillings" and "KShs." means the lawful currency of the Republic of Kenya;
- 1.19. "PIN" means the Personal Identification Number issued to the Cardholder or subsequently selected by the Cardholder, where self-selection is available;
- 1.20. "Statement" means a monthly statement showing all the credits and debits in respect of the Card Account and all amounts brought forward from the previous calendar month (together with interest and costs) incurred by the Cardholder in undertaking Card Transactions and/or otherwise due to the Bank pursuant hereto in any one calendar month;
- 1.21. "Travel Insurance" means the standard or risk cover provided by underwriters for risks associated generally with travel;

2. Agreement and Use of Card - It is hereby agreed and declared as follows:

- 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 type of Card indicated in the Application (but subject to the Bank approving the Credit Limit and the Cardholder providing or procuring the provision of such security as the Bank shall require) and the Cardholder shall be deemed to have agreed to be bound by and to comply fully with this Agreement.
- 2.2 Each Cardholder shall acknowledge safe receipt of the Card issued by signing an acknowledgment and shall in addition sign immediately 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 offer referred to in clause 2.1 subject to such variations and additions as the Bank may make in accepting the offer but which shall not be construed a counter-offer.
- 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 Card Transaction
 - 2.3.4 During the validity period embossed on the card; and
 - 2.3.5 Within the Credit Limit and in deciding whether the Credit Limit has been exceeded, the Bank will take into consideration the amount of any Card Transaction yet to be debited to the Card Account and any authorization given by the Bank in respect of any prospective Card Transaction
- 2.4 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 and from time to time and to decline any Card Transaction.
- 2.5 With respect to Cash Transactions, the Bank shall have the right to determine the amount of cash that can be obtained directly from the Bank or an ATM, or to set such other limits as determined by the Bank from time to time in its sole and absolute discretion without being required to notify the Cardholder in advance.
- 2.6 The Cardholder shall notify the Bank in writing immediately if there is any change in the Cardholder's:
 - 2.6.1 name; or
 - 2.6.2 business and home telephone number; or
 - 2.6.3 address to which the Statements are normally sent; or
 - 2.6.4 email address; and
 - 2.6.5 mobile number for contact/sending alerts.
- 2.7 The Cardholder shall notify the Bank immediately by phone and in writing within twenty four (24) hours thereof if:
 - 2.7.1 The Card is lost or stolen or;
 - 2.7.2 The Cardholder forgets the PIN; or
 - 2.7.3 The Cardholder suspects a third party has come to know the PIN.
- 2.8 The Cardholder shall not use the Card to carry out transactions of an illegal nature.
- 2.9 The Cardholder shall immediately provide such information regarding the use of the Card as the Bank may from time to time reasonably demand.
- 2.10 The Cardholder shall bear the cost of replacing any lost, stolen or damaged Card and also the cost of renewing an expired Card.
- 2.11 The Bank may from time to time and at its sole and absolute discretion extend or limit services available under the Card, and also determine which services will be offered at a cost.

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 of all Card 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 a Card 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 Cardholder shall pay the amount debited to the Card Account as provided hereunder whether or not a sale or cash advance voucher or other acknowledgement is signed by the Cardholder.
 - 3.3 All Card Transactions executed in Foreign Currency will for the purposes of determining the amount payable by the Cardholder be converted to 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 of Card dues and it is hereby expressly agreed and declared that it shall be the sole responsibility of the Cardholder to obtain the Statement from the Bank.
 - 3.5 The Cardholder shall pay to the Bank at least fifteen percent (15%) of the Debit Amount (or such other percentages 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 Cardholder shall notify the Bank not later than (20) days after the Statement Date of any error or omission 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 from the 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 extent available, with the payments being applied first against the earliest dated Card Transaction.
 - 3.8 Payments on account of a Debit Amount received by way of cheques will only be credited when the cheques are unconditionally cleared by the drawee bank and the Bank shall be entitled to charge such fee as it determines in its sole and absolute discretion for all cheques or remittances which are not honored in first presentation, which fees shall be debited to the Card Account and form part of the Debit Amount.
 - 3.9 The 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 Cardholder's then existing accounts [including accounts in the name of the Cardholders or of the Cardholder jointly with other] (whether current deposit loan or of any other nature whatsoever whether subject to notice or not and whether in Kenyan Shilling or in Foreign Currency) wheresoever situate and set-off or transfer any sum outstanding to the credit of any one or more such accounts in or towards satisfaction of any obligations or liabilities of the 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 Bank buying rate of exchange or such other bank in Kenya nominated by the Bank for purchasing the currency.
 - 3.10 If the Cardholder maintains an account with the Bank, the Cardholder may by completing the relevant part of the Application, authorize the bank to debit the entire amount shown as due in the Statement from such Bank Account.
 - 3.11 Depending on the Credit Limit and other factors, the Bank may require such security or securities as in its sole and absolute discretion determines, 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 Cardholder including but not limited to payment of stamp duty and other legal costs 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 by the Bank of the joining fees, annual subscription fees, related charges and excise duty thereon at the time of applying for a Card and the Cardholder shall pay the said charges prior to being issued with the Card.
 - 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.
 - 4.3 Any payment received by the Bank later than its respective Due Date shall be deemed not to have been paid and shall be credited as having been received by the Bank on the succeeding calendar month's due date and a late payment charge of 8% 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 the succeeding calendar month's Due Date the 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 interest at the rate of five percent(5%) per month (or at such other rate as the Bank shall determine in its sole and absolute discretion from time to time) on any such unpaid amount and the Cardholder hereby acknowledges and agrees that the said rate of interest represents a reasonable pre-estimate of the loss to be suffered by the Bank in funding the default of the Cardholder.
 - 4.5 The 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 Cardholder shall make immediate payment of all amounts in excess of the Credit Limit and of any Transactions made in breach of this Agreement and, without prejudice to any other rights or remedies of 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 Cardholder shall pay (on full and unqualified indemnity basis) to the Bank on demand all costs, charges taxes, liabilities, damages and expenses incurred or suffered by the Bank in relation to or incidental to the recovery of any and all amounts outstanding to the Bank from the Cardholder hereunder together with interest thereon at the rate stated in clause 4.5, from the date of demand to the repayment date (together with all accrued interest) in full.
 - 4.8 If for whatever reason the Statement is not received by the Cardholder as specified in clause 3.4, the Cardholder's liability hereunder shall not thereby be discharged or postponed.
 - 4.9 The Cardholder may request in writing to the Bank for a temporary credit limit increase. The Bank shall in its sole and absolute discretion approve such temporary credit limit and the Cardholder will be liable to pay an "over the limit fee" equal to 3% of the amount over limit.

5. Safeguarding the Card and PIN – It is hereby further agreed and declared as follows:

- 5.1 The Cardholder will 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 Card 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 or howsoever.
- 5.3 The Cardholder shall not write the PIN on the Card or on anything usually kept with the Card.
- 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 telephone and notify the Bank followed by a written confirmation of the same within twenty four (24) hours until which time the 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 the PIN, 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 in breach of confidentiality. If a Card is reported as lost, stolen or liable to misuse, that Card must not subsequently be used, but cut in half and returned immediately to Bank.
- 5.6 Notwithstanding the provisions of this clause and in the absence of manifest error on the part of the Bank or its employees or assignees, the Bank shall not be liable for any Card fraud or related misuse whatsoever or howsoever arising.

6. Withdrawal of use of the Card – It is hereby further agreed and declared as follows:

- 6.1 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 the Card, without in any case assigning any reason therefore or thereby affecting the Cardholder's obligation under this Agreement which shall continue to be in force until the Card issued to the Cardholder has been returned to the Bank and all monies due to the Bank have been repaid (together with all accrued interest if any) in full.
- 6.2 The Card remains the property of the Bank at all times. On demand, the Card must be returned immediately to the Bank by the Cardholder.
- 6.3 The 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 Cardholder may terminate this Agreement by a written notice to the Bank (which notice shall state the effective date of termination) but such termination shall only be effective on the return to the Bank of the Card issued to the Cardholder for use on the Card Account and all outstanding dues have been paid together with all accrued interest if any. Until such termination, the Bank may renew the Card 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 Cardholder and on such termination the Cardholder shall return the Card issued to the Cardholder. Notwithstanding such termination the Cardholder shall remain liable to the Bank until the Card issued to the Cardholder has been returned to the Bank and all monies due to the Bank have been repaid together with all accrued interest (if any) in full.

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 Card Transaction if the Bank receives a refund voucher or other refund verification acceptable to it. No claim by the Cardholder against a third-party may be subjected as a defense or counterclaim against the Bank.
- 8.2 The Cardholder shall not be entitled to interest on any credit balances which 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 refund will be credited to the Card Account.

9. Exclusion of Liability – It is hereby further agreed and declared as follows:

- 9.1 The Bank shall not be liable in any way if the Card is not honored by any third party whatsoever or howsoever.
- 9.2 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 transmission link or due to industrial dispute, risk, strikes, lock outs, act of any public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fire, storms, flood, civil disturbances, terrorism, governmental regulations and anything outside the direct control of the Bank, its agents or sub-contractors or any other causes beyond the control of the Bank.
- 9.3 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 or any breach of this Agreement whatsoever.
- 9.4 The Bank reserves the rights 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 Card service suspension whatsoever or howsoever.

10. General – It is hereby agreed and declared as follows:

- 10.1 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.
- 10.2 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. 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 and legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 10.4 Any notice or demand for the 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 sent by registered post at the Cardholder's postal address stated in the Application. Any such notice or demand sent by letter through registered post shall be deemed to have been served on the addressee five (5) Business Days following the day of posting notwithstanding that it may be undelivered or returned undelivered and in proving such services it shall be

sufficient to prove that the notice or demand was properly addressed and put into the post.

- 10.5 The rights, powers and remedies conferred on the Bank by this Agreement are cumulative and are neither singular nor are they to be construed as exclusive of any rights, powers and remedies provided by law.
- 10.6 A notice by the Bank as to the amount of any monies or liabilities owing to the Bank or incurred by the Cardholders shall, save in the case of manifest error, be binding on the Cardholder and conclusive for all purposes.
- 10.7 The Bank shall have a full and unfettered right to assign the whole or any part of the benefit of this Agreement. The Cardholder will not 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.
- 10.8 The Cardholder waives any right of set-off that the Cardholder may have in respect of sums payable by the Cardholder on the Card Account or under this Agreement.
- 10.9 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 contract and such contracts includes the assignment and transfer of all the Bank's rights and obligations under the Agreement.
- 10.10 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, 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.
- 10.11 If the Cardholder does not make full repayment or agree to a 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 the Credit Reference Bureaus. This may adversely affect decisions by other banks/lending institutions on lending the Cardholder any money.
- 10.12 The Bank reserves 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.
- 10.13 The Bank's general terms and conditions in undertaking banking business generally (as may be amended and applicable from time to time) shall be deemed incorporated herein.

11. Issuing Authority:

- 11.1 The Issuing Authority's general terms and conditions relating to the VISA cards generally (as 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.
- 11.2 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 Card 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.

12. Additional Terms and Conditions relating to the Co-branding of the Cards

- 12.1 The Card to be issued hereunder is co-branded with the Kenya Golf Union ("KGU") under an agreement between the Bank and KGU aimed at supporting the efforts of KGU in promoting the game of golf under the Junior Golf Foundation ("JGF").
- 12.2 By applying for the Card, the Cardholder will be supporting in promoting the game of golf. In this regard, under the terms of the co-branding Agreement between the Bank and KGU the Bank has agreed to remit the Cardholder's annual subscription/ membership fees to KGU and KGU has undertaken to remit to JGF all monies received by it from the Bank on account of the annual subscription/ membership fees for the co-branded Cards and to ensure that JGF uses the monies for the primary goals of JGF of promoting golf among young Kenyans.
- 12.3 As part of the Agreement between KGU and the Bank for the co-branding, KGU and the Bank have agreed to endeavour to provide certain benefits to Cardholders such as discounted green fees in select or partnering golf clubs, a Sarova Hotels Loyalty Card, discounts in purchase of golf merchandise when using the Card in select or partnering pro-shops, discounts on purchase of Air Kenya tickets, privileged access and use to VISA priority VIP lounges when travelling abroad (subject to stated frequency limits) and golf and travel insurance at nil or discounted rates on arrangement with partner provider.
- 12.4 The benefits referred to in clause 12.3 are of a promotional nature and are not provided as of right and notwithstanding the provisions of the said clause, the benefits are subject to change from time to time without notice and at the sole discretion of the Bank.
- 12.5 Should the co-branding Agreement between KGU and the Bank be terminated for whatever reason, or naturally expire, the Bank shall notify the Cardholder who shall return the co-branded Card to the Bank and a new Card will be issued in replacement thereof. The Bank reserves the rights to renew the Card and review the credit limit. Any new Card issued will be subject to the Bank's terms and conditions for issuing such Card.

13. Governing Law – It is hereby further agreed and declared as follows:

13.1 This Agreement is governed by the Laws of the Republic of Kenya.

I have read the above terms and conditions and agree to be bound by them and any amendments thereto.

Applicant's Signature: Date:

Head Office - Nairobi

Riverside Drive

Tel: (020) 4203158

Mobile: 0724 253289/ 0735 388872

Email: primecard@primebank.co.ke

www.primebank.co.ke



Prime Bank

PUTTING YOU FIRST

www.primebank.co.ke