

# TERMS AND CONDITIONS OF USE

**1.ACCEPTANCE:** a) Before you sign the application form, please read the agreement very carefully. If in doubt contact the nearest Equity Bank branch. b) By signing the application form you formally agree to the terms and conditions of this agreement. c) The issuance of the card and your acceptance and use of it will be governed by the condition and terms in force at the time of use. d) This agreement binds all the Bank's cardholders.

**2.WORDING:** The words and definitions in this brochure and application form shall be understood and meant to be: a) This agreement means the agreement between the Bank and the cardholder, the terms of which are these conditions of use as varied from time to time. b) The Bank means Equity Bank of Kenya Ltd. c) Cardholder(s) is the account(s) holder with Equity Bank who have been issued with the Visa Electron card. d) The accounts are the current, ordinary accounts operated within Equity Bank e) Transaction instruction means an instruction given by the use of the card. f) Terminal means Automated Teller Machine (ATM) or point of sale terminal through which transaction instructions may be given. g) Visa Electron Card means card issued for drawing cash and obtaining other services through the terminals or point of sale. h) PIN means Personal Identification Number required to gaining access via an ATM terminal to give a transaction instruction or Point of Sale terminal where applicable.

**3. USE OF THE CARD** a) The card holder must sign the card as soon as it is received. The card will only be valid for the period indicated on the card and upon expiry it shall be renewed at a fee. b) The card will be used to withdraw cash and access other services at ATMS and merchant locations operated by the Bank or other ATMS and merchant locations operated by other members as identified with the Visa logo to purchase goods and services both in Kenya and outside Kenya. c) An Electron card may be used locally and worldwide to withdraw cash from the ATM operated by members of Visa (identified by the logo of Visa) and to purchase goods and services from merchants equipped with point of sale terminals identified by the logo visa electron. d) All such withdrawals and purchases shall be debited from the customer's account at such rate of exchange as may be described by the Bank at the relevant time. e) If a card is lost or stolen the card holder must notify the Bank immediately. The cardholder shall be liable in respect of such a transaction instruction given prior to receipt by the Bank of such a notification of such a loss, theft or disclosure within Kenya and worldwide to withdraw cash and purchase goods. f) We will convert all transactions on the account into shillings using the exchange rate and a percentage commission on the amount of the transaction. Please note that the exchange rate may not be the same as the rate of the date of the transaction as conversion may take place at a later date. g) Card transactions shall be evidenced by a voucher signed issued by the merchant and duly authorized by you using a PIN or signature. You shall enter your PIN or append your signature when using your card to purchase goods and services but failure to do so shall not relieve you of your duties or from liability for any card transaction effected by the Bank for your account through use of your card. h) The card should not, under any circumstances, be used for any unlawful purpose(s) including the purchase of goods and/ or services prohibited under Kenyan Law.

**4. SAFEGUARDING THE CARD & THE PIN:** a) The cardholder(s) must exercise all due care and attention to ensure the safety of the card and the secrecy of the Personal Identification Numbers (PIN) at all times to prevent the loss of and/or use of his/ her card or PIN by any third party or unauthorized user. b) A cardholder is fully responsible for ensuring that the PIN is not disclosed to anyone under any circumstances and he/she is encouraged to change it frequently. The PIN should be kept secret at all times and should be memorised and destroyed immediately. c) Magnetic strip on the back of the card should not be scratched or put with items that can damage it.

**5.LOST CARDS:** a) If a card is lost or stolen, or if a PIN is disclosed to any unauthorised person, the cardholder(s) must immediately notify the Bank of such loss, theft or disclosure. Any verbal notification must be confirmed in writing immediately. The cardholder(s) will be liable in respect of any transaction instruction given prior to receipt by the Bank of notification of such loss, theft or disclosure. b) The Electron card may, for various reasons, be captured (retained) by the ATM terminal. The cardholder should visit the Bank/Branch where his/her card was captured on the next working day and present the ATM services slip given by the ATM during capture together with his/her National ID in order for him/her to get their card back.

**6.CANCELLATION OF CARDS:** a) The cardholder may at anytime cancel his/her card by returning it to the bank after cutting it in half b) The Bank may at anytime and without notice cancel and suspend the right to use any card entirely or in respect of specific facilities or refuse without in any case affecting the principle cardholder's obligations under this agreement and which shall continue to be in force. c) The card remains the property of the Bank at all times. On request the card must be returned immediately to the Bank or any other person acting for the Bank. The Bank shall notify the cardholder(s) the particulars of any such persons.

**7.ADDITIONAL CARDS:** A cardholder wishing to have an additional card on his/her account must sign mandates authorising the use of the account by the additional cardholder. The additional cardholder must also sign the same mandates.

**8.RENEWAL AND REPLACEMENT OF CARDS:** a) Card will be renewed automatically 30 days before the day of expiry and the renewal fee debited to your account. b) If a cardholder does not wish to renew his/her card, he/she should notify the Bank in writing 2(two) months before the date of expiry. c) If a cardholder loses or damages his/her card, the Bank may at its own discretion issue a replacement card(s) and charge a fee at the rates applicable at the time of replacement

**9.QUERIES:** a) All queries should be communicated to your branch during working hours. b) Any changes in the cardholders mailing address must be communicated to the Bank immediately.

**10.DISCLAIMER:** a) The Bank is not responsible for goods and services charged to the card. b) The Bank accepts no responsibility for the failure of a merchant to accept the card or of any loss or damages arising from the manner of its acceptance. Any dispute should be settled with the merchant concerned

**11.FEES:** a) The Bank shall be entitled to charge and debit from the cardholder(s) account such fees as it may from time to time, notify the cardholder(s) including but without limitation to a service fee of an amount to be prescribed by the Bank for the use of the card. b) In the event that the fee charges result in the account being in a debit balance, the account holder(s) remains fully responsible for the said fees including any recovery charges.

**12.BANK ACCOUNT:** a) The cardholder may not overdraw his/her account by giving a transaction instruction. And if it so happens that the account becomes overdrawn through action of the cardholder, then the Bank is entitled to claim not only the amounts owed but the interest and recovery charges as well. b) Any account that is non-operational for a period of three months or more will automatically be converted to a dormant account and may be denied transaction instruction. The cardholder should therefore contact his/her branch for assistance. c) Cash or cheques deposited at the Automated Teller Machine (ATM) for credit to a customer's current/ savings account shall be subject to verification by the Bank. In the event of any discrepancies, the Bank's own determination amount(s) credited shall be in the absence of manifest error be conclusive. d) Cash or cheques deposited in the Automated Teller Machine (ATM) for credit to a customer's current/ savings account will be collected by the Bank and proceeds will not be available until the relevant funds have been received for value by the Bank. e) The Bank shall have no liability for inability to perform its obligations in the cardholder agreement due to anything whatsoever outside the control of the Bank, its agents or contractors

**13.LIABILITY OF CARDHOLDER:** a) The cardholder(s) shall be fully liable in respect of each transaction instruction given by the use of his/her card confidential information displayed on a terminal must not be disclosed to a third party. The Bank shall not be liable for any disclosure arising out of a transaction instruction or to loss, injury or damage arising out of the use of the ATM terminal.

**14.AMMENDMENTS OF CONDITIONS:** a) These terms and conditions may be amended at any time and from time to time without notice from the Bank to the cardholder(s). b) Any such amendment shall be deemed to be effective and binding on the cardholder(s) on receipt of any subsequent use of the card shall be deemed to constitute acceptance. c) If the cardholder does not accept such changes, he/she may terminate this agreement by cutting his/her card in half and returning it to the Bank. The cardholder remains liable for charges made up to date of termination.

**15.LAW:** These terms and conditions shall be constructed and the provisions of Equity Bank's card facilities shall be regulated and governed in accordance with the Laws of Kenya and the parties submit to the exclusive jurisdiction of the Kenyan Courts.

## OFFICIAL USE ONLY

CARD SEQUENCE NO. 0 \_\_\_\_\_ DATE \_\_\_\_\_ INITIAL \_\_\_\_\_

CARD SEQUENCE NO. 1 \_\_\_\_\_ DATE \_\_\_\_\_ INITIAL \_\_\_\_\_

CARD SEQUENCE NO. 2 \_\_\_\_\_ DATE \_\_\_\_\_ INITIAL \_\_\_\_\_

CARD SEQUENCE NO. 3 \_\_\_\_\_ DATE \_\_\_\_\_ INITIAL \_\_\_\_\_

CARD SEQUENCE NO. 4 \_\_\_\_\_ DATE \_\_\_\_\_ INITIAL \_\_\_\_\_

