

PREPAID CARD APPLICATION FORM



Guaranty Trust Bank (Kenya) Ltd

Please ensure that you:

1. Complete ALL sections and write 'N/A' in areas not applicable to you.
2. Countersign all modifications or corrections you make.

REQUIREMENTS:

- Certified copy of National ID/Passport
- Letter of introduction
- 1 coloured passport-sized photograph

Prepaid Card Number Issued _____ (If applicable)

PERSONAL DETAILS

Mr. Mrs. Miss Dr. Prof. Other _____

Surname	Middle name	Other names
Gender	Date of birth (DD/MM/YY)	ID/ Passport No
Nationality Permanent Postal Address	Mobile Number	
Country of residence	Postal Code	E-mail Address

PHYSICAL ADDRESS

Location	Street/ Building/ Estate	House Number
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NEXT OF KIN

Surname	Other names	P.O. BOX
Town/City	Postal Code	Telephone/ mobile

EMPLOYMENT DETAILS (Please tick / Fill the appropriate box)

Employed	Self employed	Student
Name of Employer / Institution	Date Employed / Enrolled	Department
Station	Designation	Personal Staff / Student No.
Building Name	Building Block No.	Postal Code
Fax Number	Email	Town
Country	Terms of employment (tick) Permanent <input type="checkbox"/> Contract <input type="checkbox"/>	End of contract / Studies

Where do you wish to collect your card?

Branch (Specify)

AUTHORITY TO ISSUE CARD - STANDARD WARRANTIES

I hereby apply for a MasterCard Prepaid card. I warrant that the information given is true, accurate and complete. I authorize you to make any enquiries necessary in connection with this application. I confirm that I have read understood and accept to be bound by the terms and conditions and find them reasonable, fair and necessary for me to afford the card. I confirm having familiarized myself with the bank charges related to this card program and will not dispute any claim by the bank on the grounds that the charges are unfair and unreasonable under any circumstances.

I shall keep the card secure at all times and report any loss / theft / misplacement to Card Centre immediately. I shall keep all the transaction receipts to verify and monitor my card transactions. I shall destroy the card upon expiry. I agree to be liable for all debits to the card account. Balance enquiry shall be offered at the ATMs and on phone upon identification and any statement requests shall attract a fee.

I understand that maximum deposits to my card account shall be as advised by the Bank from time to time.

Signature

Date

Terms and Conditions for use of Pre- paid Payment Card

The terms and conditions for use of Guaranty Trust Bank (Kenya) Limited (hereinafter referred to as "the Bank" which expression shall where the context admits include its successors and assigns) issued Pre-paid Payment Cards are as specified in this document and as amended by the Bank from time to time. The Cardholders shall be deemed to have unconditionally agreed to and accepted these Terms and Conditions by signing the Card Application Form, or acknowledging receipt of the Card in writing, or by signing on the reverse of the Card, or by performing a transaction with the Card. The Cardholders will also continue to be bound by the terms and conditions of operations of all bank accounts held.

1.0 Definitions:

In these terms and conditions, the following words have the meanings set out hereunder, unless the context indicates otherwise:

"Agent" means any company/individual appointed and authorized by the Bank to sell, reload and refund Cards.

"ATM" means an automatic teller machine/terminal displaying either MasterCard Logo for effecting cash withdrawals, at which, inter alia, the Card may be used for the purpose of withdrawing Funds.

"Card" means the Bank Pre-paid payment card.

"Cardholder" means such customer of the Bank to whom the Card has been issued pursuant to an application by such person, and who is authorized to hold the Card.

"Funds" means the amount of monies purchased and loaded onto the Card by the Cardholder from the Bank or Agents in respect of which the Card has been issued and any additional monies that may subsequently be purchased by the Cardholder (not including any sales commission or fees paid to such person/s, as are authorised by the Bank so to do, from whom the Card was purchased), less any amounts previously spent and any applicable fees charges, conversion fees, and other expenses incurred in connection with the use or possession of the Card.

"Bank" means and refers to Guaranty Trust Bank (Kenya) Limited including but not limited to its successors and assigns and having its registered office at Sky Park Building, Plot 167, Woodvale Close, Westlands, P. O. Box 20613 00200, Nairobi, Kenya.

"Merchant" shall mean any person who owns or manages or operates a Merchant Establishment.

"Merchant Establishment" shall mean establishments which honour Cards.

"PIN" means the Personal Identification Number as provided to the Cardholder by the Bank, for use with and in relation to the Card in terms hereof.

"POS Terminal" shall mean point of sale electronic terminals at Merchant Establishments whether in Kenya or overseas, capable of processing Transactions and at which, amongst other things, the Cardholder can use his Card to access his Funds to make purchases.

"Shared Network" shall mean ATMs which are not owned by the Bank but which accept Cards issued by the Bank.

"Transactions" shall mean cash withdrawals from the ATMs and / or any purchases made at the Merchant Establishments through the use of the Card.

2.0 Eligibility for the Card, manner of applying/ obtaining the Card, conditions of issue of the Card.

2.1 Any individual or corporate body may apply for the issuance of the Card through any Branch or Agent of the Bank in Kenya.

2.2 The issuance of the Card is subject to compliance by the applicant of the provisions of applicable laws, rules, regulations and directions as issued by the Central Bank of Kenya or other appropriate authority under any law in force from time to time. The Bank may, at its sole and absolute discretion, refuse issuance of a Card or cancel an issued Card without notice, if satisfactory know-your-customer and money laundering guidelines are not met or if it has reason or suspicion to believe that the Cardholder has violated or intends to violate any exchange regulations or uses/will use the Card for money laundering purposes.

2.3 The applicant for the Card will be required to complete and submit a duly signed application form as required by the Bank from time to time and further, to submit all such documents as may be necessary or required.

2.4 The Card shall be valid up to and until the date embossed

on the Card. Subject to all the conditions being satisfied, the Card shall be activated within a period of twenty (24) hours of receipt of monies and other requisite documents from the Cardholder.

2.5 Upon purchase of the Card, the Cardholder can request any Branch of the Bank or Agent of the Bank to load a certain amount of Funds (subject to restrictions on minimum and maximum amount loadable, as determined by the Bank at its sole discretion from time to time).

2.6 Upon issuance of the Card, the Cardholder shall sign on the reverse of the Card.

2.7 The Card, as may be issued by the Bank to an applicant, is the property of the Bank and is not transferable and will be honoured at Merchant Establishments only when the Card bears the signature of the Cardholder on the reverse and upon presentment to a Merchant Establishment by the Cardholder.

3.0 Use of the Card

3.1 The Card may be used to access Funds at any ATM worldwide that displays the MasterCard logo that accepts such Cards.

3.2 To withdraw the Funds, the Cardholder will need to insert the Card into the ATM, enter the PIN, and the amount of desired Funds. The Card should be retrieved upon such usage.

3.3 The Cardholder may also use the Card to pay for charges incurred at Merchant Establishments, subject to the condition that the Bank and the Merchant Establishments reserve the right at any time to refuse to permit the use of the Card at the Merchant Establishment for any reason whatsoever.

3.4 The amount of each purchase made through the use of the Card or withdrawal of the Funds will be debited immediately from the Funds of the Cardholder.

3.6 In event there are insufficient Funds to honour the requested transaction, the transaction will not be honoured. The Cardholder may surrender the Card at any point in time and obtain refund of the balance of the Funds, by filling up the refund form, as prescribed by the Bank, along with copy of the Cardholder's passport/identity document, the Card and such other documents as required by the Bank. The refund shall be made in Shillings Only. Use of the Card at any unauthorized location or for any purpose other than as stated under these terms and conditions is strictly prohibited and may result in cancellation of the Card by The Bank.

3.7 The Bank will not be liable for any loss, direct or indirect that may be suffered by the Cardholder as a result of any unauthorized use or cancellation of the Card.

4.0 Transactions over the Internet

4.1 The Card can be used over the Internet and the Cardholder will assume all risks associated with such transactions.

4.2 The Cardholder may also access information on the Card through the website www.gtbank.co.ke including outstanding balance and statement of transaction history as well as hotlisting the Card. For this purpose, the Cardholder will be assigned an I-PIN.

5.0 Limits on Use of the Card

5.1 The Bank reserves the right to limit the amount of Funds that may be used for effecting any Transaction through the use of the Card per day or over a specified period.

5.2 ATMs or Merchant Establishments may also limit or restrict the number of Transactions that may be effected through use of the Card. These limitations will vary for every ATM and / or Merchant Establishment. The Bank shall not be responsible for either ascertaining, or notifying the Cardholder as to such limits/restrictions and shall not be liable for any loss suffered by the Cardholder due to these restrictions, limitations or to a lack of uniformity between transactions requested at ATMs and/or Merchant Establishments.

6.0 Benefits

6.1 The Card enables the Cardholder to obtain the Funds in cash by withdrawal from ATMs and/or ascertain information as to the balance/s on the Card at ATMs/POS terminals (whether of the Bank or a Shared Network) or make payments at Merchant Establishments through POS terminals.

6.2 Cash withdrawn at an ATM outside Kenya with the Card, shall be in a currency as permitted by the Shared Network which owns/operates the ATM at which the withdrawals are made. The equivalent in Kenya shillings, subject to any additional processing charges, conversion charges or any other fees, if any charged as per MasterCard regulations in connection with such Transactions, shall be debited by the Bank to the Funds of the Cardholder.

6.3 No interest, compensation or any benefit/bonus is payable by the Bank or any other person to the Cardholder in connection with the Funds, nor do they entitle the Cardholder to any Overdraft/Credit facility.

6.4 Notwithstanding anything contained herein, the Bank may, at any time, without giving notice or reason, suspend or terminate all or any of services or their use by the Cardholder. All provisions of the terms and conditions which in order to give effect to the remaining clauses or the respective rights and obligation of the parties will survive the suspension or termination of the services and/or the use of the services by the Cardholder, and shall remain in full force and effect after suspension or termination of the Card. Notwithstanding such suspension or termination, the Cardholder shall continue to be bound by these terms and conditions to the extent they relate to any obligations or liabilities of the Cardholder that remain to be performed or discharged.

7.0 Reloading the Card

7.1 Upon exhaustion of the Funds loaded on the Card, Cardholder can reload Funds onto the Card from any Agent or Branch of the Bank, subject to the compliance of all applicable laws, rules and regulations in force from time to time.

7.2 In event the Cardholder wishes to reload the Card, the Bank reserves the right to:

(1) limit the amount of Funds that can be reloaded onto the Card; (2) limit the number of times the funds can be reloaded onto the Card; (3) Decline a reload transaction, at its sole discretion.

7.3 For the purpose of reloading the Card, Cardholder shall be required to complete the prescribed form and provide certain information pertaining to the Cardholder/the Card, as may be

required by the Bank.

7.4 The Funds shall be reloaded in the same currency in which the Card was originally issued. Amount of reload shall be strictly in accordance to the limits specified by the applicable laws, rules and regulations in force from time to time.

7.5 Any residual balance in expired cards shall be dealt with in accordance to the provisions of the Unclaimed Financial Assets Act if unclaimed after two (2) months of expiry.

8.0 Maximum Spending Limit

8.1 Any Card issued to Cardholders will be subject to a maximum spending limit as specified by the Bank from time to time, subject to Central Bank of Kenya guidelines and the applicable laws, rules and regulations in force from time to time.

9.0 Prohibition on obtaining multiple Cards

9.1 No individual can apply for or obtain multiple Cards. In the event the Cardholder has obtained the Cards at previous occasions, at any given point in time, the last of such Card as issued to the Cardholder shall be valid and active, unless cancelled or terminated by the Bank.

10.0 Personal Identification Number (PIN)

10.1 To enable the Cardholder to use the Card, a PIN will be issued to the Cardholder by the Bank, which would be provided / enclosed with the Card. In case of re-dispatch request of PIN, unless otherwise determined by the Bank as to the mode of delivery of the PIN, the PIN shall be mailed to the Cardholder (at such address as has been specified in the application form for the Card) in a sealed envelope. If in case the envelope is not in a sealed condition, or the Cardholder finds it tampered with, the Cardholder should not use the PIN, and should immediately inform The Bank Card Centre at +254 20 3284000 or such other number as The Bank may specify from time to time. Upon receipt of such intimation from the Cardholder, The Bank shall block the PIN and regenerate a new PIN and mail the same to the Cardholder.

10.2 The PIN, as received (in a sealed envelope, and which has not been tampered with) may be used at any ATM. The PIN (as originally provided or which is subsequently changed), by its usage together with the Card, or independently, and the transactions or instructions issuing pursuant thereto, are deemed to be transaction conducted, or instructions given, by the Cardholder.

10.3 In addition, an I-PIN will also be allocated to the Cardholder which will be required for access to the Cardholder's account information through the internet. Cardholders should maintain the same level of security with I-PINs as with their PIN.

11.0 Compliance with applicable laws, rules and regulations

11.1 Utilization and/or possession of the card by the Cardholder is required to be in accordance with the applicable laws, rules, regulations and directions as issued by the Central Bank of Kenya or other appropriate authority under any law in force from time to time.

11.2 The Card may be used outside Kenya, subject to applicable

laws, rules and regulations in force from time to time in Kenya and subject to such restrictions/ limitations under the applicable laws, rules and regulations from time to time in the country where the Card is used.

11.3 The Cardholder shall be solely responsible to the concerned authorities in event of any violation of the applicable laws, rules and regulations in force from time to time.

11.4 The Bank will not be liable for any direct, indirect or consequential loss or damage, arising from or related to the non-compliance by Cardholder with the applicable laws, rules and regulations in force from time to time.

11.5 The Cardholder hereby indemnifies and agrees to hold the Bank indemnified against all actions, claims and costs, charges and expenses arising out of or as a consequence of the Cardholder not complying with the applicable laws, rules and regulations in force from time to time.

11.6 In case the Card is cancelled (or its use suspended), whether on account of non-compliance with the applicable laws, rules and regulations in force from time to time or otherwise, the Bank will not be responsible for any use/ attempted use of the Card, resulting in the Card being dishonoured or otherwise. The risk of honouring of a Card that is cancelled (and/or suspended) on its presentment is of such person and/or of the Cardholder in their individual capacity.

11.7 In case of any suspicion or indication of violation of exchange regulations or of improper usage including money laundering, the Bank may, at its sole and absolute discretion, cancel or suspend the Card without prior notice and refund of any outstanding balance would be subject to the course of future legal directions.

12.0 MasterCard Regulations

12.1 Without limiting the provisions of clause 11, the use of the Card shall also be regulated by the terms of MasterCard Asia / Pacific Pte. Ltd and the Cardholder agree to abide by those terms as they shall be communicated to you by the Bank from time to time.

13.0 Records and statements of the transactions

13.1 ATM Receipts: When the Cardholder completes a transaction through an ATM, the Cardholder shall ensure that the Cardholder obtains and verifies any receipts / record received, if any, through such ATM.

13.2 Balance Information: ATMs or the receipts/record, if any, may show the balance Funds when the Card is used at such ATM. The Cardholder may also get information regarding the balance available Funds, by calling up the Bank Card Centre.

13.3 History: The Cardholder may obtain a history of the transaction by accessing the Card account through the Bank's internet website i.e. www.gtbank.co.ke by using the allocated User Identification Number and I-PIN.

14.0 Errors, Questions or Complaints

14.1 The Cardholder may call the Bank Card Center in event of any queries or complaints in connection with the Card. Alternatively, the Cardholder may email the Bank at the applicable email address.

14.2 Further, in case of complaints, the Cardholder should provide sufficient and correct details in writing to the Bank in order to enable the Bank to investigate and respond on the complaint or query appropriately.

14.3 The following information will require being provided in such correspondence:

Name, address and Card number of the Cardholder.

A detailed description of the transaction and/or the complaint (including the date of the transaction and the location of the ATM / Merchant Establishment) and the basis or reason for the Cardholder to dispute the Transaction or raise a query or complaint; and The Transaction amount.

14.4 In event any further information / document is required by the Bank for investigation or resolution of the matter, the Cardholder hereby undertakes to provide the same. Where an inquiry is not settled to the satisfaction of the Cardholder, the Bank may advise the Cardholder in writing or otherwise of the results of its investigation and/or the manner of resolution, if any, of the complaint.

15.0 Security of the Card and PIN

15.1 The Cardholder should maintain the confidentiality, safety and security of PIN, and note that the failure to observe confidentiality, safety or security of the PIN can result in the Cardholder incurring liability on the Card of use of the PIN.

15.2 The Cardholder agrees that the security of the Card and PIN is very important. If the Cardholder fails to observe security of the Card and PIN, the Cardholder may have to bear any losses suffered (including loss of all or part of the Funds) as a result of unauthorised use of the Card.

15.2 The Bank recommends that the Cardholder observe/adopt the following precautions in addition to such other measures as the Cardholder may deem appropriate to protect the PIN:

The Cardholder should not disclose the PIN to anyone.

The Cardholder should use due care in preventing anyone seeing the PIN when it is being entered in the ATM.

The Cardholder should memorise the PIN and then destroy any record of it, and not maintain the same in writing anywhere to prevent its access by any third person/party.

The Cardholder should not write or otherwise indicate the PIN on the Card.

The Cardholder should not keep a record of the PIN in any easily recognisable form on any item normally carried with or stored with the Card that could lead to loss or theft of the same simultaneously with the Card.

The Cardholder should not carry the PIN with the Card or record it elsewhere even if the same has been disguised.

The above recommendations are not intended to be exhaustive.

15.3 In case of any loss arising even though such precautions (or other measures) have been observed/adopted by the Cardholder, the liability of such loss shall be only that of the Cardholder.

16.0 Lost or Stolen Card or PIN

16.1 The Cardholder should inform the Bank at the Bank's Card

Centre immediately if the Cardholder believes that the Card or PIN has been misused, lost or stolen or the PIN has become known to any person and the Cardholder believes that such person may misuse the same. This obligation to inform shall also operate in respect of any measures adopted by the Cardholder (in line with the recommendations above or of any other measures adopted for safeguarding the PIN being compromised).

16.2 On receipt of intimation from the Cardholder, the Bank will attempt to block the conduct of further Transactions requested through the use of the Card and attempt to prevent the further use of the lost, stolen or damaged Card(s).

16.3 The Bank will assist the Cardholder in replacing the lost, stolen or damaged Card. The Cardholder shall pay replacement charges for the Card as directed by the Bank. The Bank may take such steps to replace or re-issue the Card originally purchased, as determined by it, subject to the Cardholder complying with such conditions, if any, that the Bank specifies. The Bank shall make best efforts to replace by issuing a new Card and effecting dispatch of the same to the Cardholder within one (1) week of receipt of the intimation of loss or damage to the Card or within such other period as may be required so to do by the Bank.

16.4 After blocking of Card and the PIN, the Card cannot be used by the Cardholder again, even if the Cardholder subsequently finds the same. After blocking the Card, no refund shall be allowed on the Card, however, it is provided that upon replacement of the Card, the Cardholder may request the Bank to transfer the balance on the Card subject to other provisions hereof.

17.0 Liability of the Cardholder for Unauthorized Transactions through the Card

17.1 The Cardholder bears all losses resulting from the use of the Card which also includes the situations where purportedly unauthorised transactions have been effected through the use of the Card and/or the PIN or the situations where purportedly misuse, loss and/or theft of the Card and/ or the PIN has occurred, and such liability continues until:

notification to the Bank of such unauthorised transactions having been effected through use of the Card and/or the PIN, or the Card and/or the PIN having been otherwise misused, lost, or stolen, and

The Bank blocking the further use of the Card and/or the PIN successfully. Such situations could include:

Lack of proper safeguard of the Card and/or the PIN, including on account of the Cardholder;

Having written or otherwise indicated the PIN on the Card;

Having written or otherwise indicated the PIN on any article normally carried with or stored with the Card in any recognizable form;

Having voluntarily disclosed the PIN to any person; or
Having failed to maintain the security of the PIN for any reason whatsoever, and even though the recommended precautions or other measures may have been observed/adopted by the Cardholder.

Delayed notification of misuse, loss, or theft of the Card

and/or the PIN, including on account of the Cardholder:
Not notifying the Bank promptly upon coming to know or becoming aware of the misuse, loss or theft of the Card and/or the PIN, or
Not notifying the Bank promptly upon coming to know or becoming aware that the PIN has become known to any person or upon coming to know or becoming aware that any of the measures adopted by the Cardholder (in line with the recommendations above or of any other measures adopted for safeguarding the PIN) being compromised the Bank shall bear no liability from such unauthorised transactions having been effected through use of the Card and/or the PIN, or the Card and/ or the PIN having been otherwise misused, lost, or stolen.

18.0 Receipt of Funds In Excess Of the Funds that Were to be loaded

18.1 If the Cardholder has received funds in excess of the Funds, the Cardholder agrees to promptly repay the Bank any such funds upon such terms and conditions as the Bank may specify. If the Bank has grounds to believe that the Cardholder has received funds in excess of the Funds requested by the Cardholder, due to any reason whatsoever (including the malfunction of an ATM, POS or other equipment or the Bank system), the Bank will notify the same to the Cardholder and will deduct the excess funds received by the Cardholder from the Funds upon such terms and conditions as the Bank may specify. The Bank further reserves the right to recover such excess funds from any account of the Cardholder maintained with itself or any of its Group companies, whether such account be a joint account or a sole account or otherwise, or and/ or the right to require the Cardholder upon notification to immediately make payment of such excess funds, upon such terms and conditions as the Bank may specify.

18.2 In the event a demand or claim for settlement of outstanding dues/funds received in excess of Funds from the Cardholder is made either by the Bank or any person acting on behalf of the Bank, the Cardholder agrees and acknowledges that the Cardholder will pay to the Bank on demand and unconditionally the entire amount outstanding on the Card and/or the funds received in excess of the Funds.

18.3 Nothing in these terms and conditions shall affect the Bank's right of lien, set-off, transfer and application of monies at law or pursuant to any other agreement from time to time subsisting between the Bank and Cardholder.

19.0 Disputes

19.1 Any charge slip or other payment requisition signed by the Cardholder and received from a Merchant Establishment for payment shall be conclusive proof that the amount recorded on such charge slip or other requisition was properly incurred by the Cardholder by the use of the Card except for such charge slips or other payment requisitions which have been signed on a date subsequent to the Cardholder's notification to the Bank as to an unauthorised transactions having been effected through use of the Card and/or the PIN, or the Card and/or the PIN having been otherwise misused, lost, or stolen, and the Bank having

successfully blocked such Card and/or PIN. Should the Cardholder choose to disagree with a charge / amount indicated in his statement, where the Cardholder has opted to receive periodical statements pertaining to the Card, the same should be communicated to the Bank within thirty (30) days of receipt of the statement, failing which it would be construed that all charges / amount and the statement are entirely in order and acceptable to the Cardholder. In any other case, if the Cardholder believes that any amount has been erroneously debited to the Funds, the Cardholder should forthwith notify the same to the Bank.

19.2 On receipt of such information, the Bank may reverse the charges on a temporary basis and in such event the Bank shall be entitled to block on the Card an amount equal to the amount temporarily reversed. The amount so blocked shall not be available to the Cardholder until investigation and resolution of the disparity by the Bank as it deem fit. If on completion of subsequent investigation the Bank is satisfied that the charge was correctly debited to the Cardholder's Funds, the Bank will reinstate the charge along with any fee or other amount in a subsequent statement.

20.0 No Representation, Warranty from the Bank as to Quality of Goods and Service

20.1 The Bank does not make any representation and/or warranty to the Cardholder (or any person claiming by or under the Cardholder) or otherwise assure the Cardholder (or any person claiming by or under the Cardholder) as to the quality of the goods purchased/hired/proposed to be purchased/ hired or otherwise and/or of services availed of/ proposed to be availed of by use of the Card with/at any person including the Merchant Establishment/s or for any delay in delivery of the goods/services, non-delivery of goods/services, or receipt of defective/sub-standard goods/ services by use of the Card with/at any person including the Merchant Establishment/s.

20.2 Disputes or claims in connection with the quality of the goods purchased/hired/proposed to be purchased/hired or otherwise and/or of services availed of/proposed to be availed of by use of the Card with/at any person including the Merchant Establishment/s or for any delay in delivery of the goods/ services, non-delivery of goods/services, or receipt of defective/sub-standard goods/services by use of the Card with/at any person including the Merchant Establishment/s must be mutually resolved by the Cardholder (or any person claiming by or under the Cardholder) with such person/ Merchant Establishments without reference to the Bank .

21.0 Cardholder's indemnification obligation

21.1 In consideration of the Bank providing the Cardholder with the Card and related facilities, the Cardholder hereby agrees to indemnify and keep the Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, personal injury, costs (including legal costs), charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of:
providing the Cardholder the said facility of the Card,
by reason of the Bank acting in good faith and taking or refusing to take or omitting to take action on the Cardholder's instructions, the negligence, mistake or misconduct of the Cardholder (directly or

indirectly),
breach or non-compliance of these terms and conditions,
fraud or dishonesty relating to any Transaction by the Cardholder or his employee or agents,
any ATM/POS machine error or failure or other mechanical/ system error/failure,
Collection of all moneys due and payable (including applicable costs, charges and fees) by the Cardholder, or
Misplacement by the courier or loss - in- transit of the Card and/or PIN.
21.2 Additionally, as stated earlier, the Cardholder has also agreed to indemnify and hold the Bank indemnified against all actions, claims and costs, charges and expenses arising out of or as a consequence of the Cardholder not complying with the applicable laws, rules and regulations in force from time to time.

22.0 Exclusion of liability of the Bank

22.1 The Bank shall be under no liability whatsoever to the Cardholder in respect of all actions, claims, demands, proceedings, losses, damages, personal injury (including actual or perceived loss of reputation, defamation or the like), costs, charges and expenses whatsoever arising directly or indirectly out of:
any use of the Card and/or PIN;
the refusal by any person or Merchant Establishments in honouring or accepting the Card;
any ATMs/ POS terminals that malfunctions or is otherwise out of order, and whether resulting in such terminal not accepting the Card and/or PIN or otherwise;
misuse or fraudulent use of the Card by any person including the Cardholder;
any statement made by any person requesting to surrender/ cancellation of the Card or any act performed by any person in conjunction thereto;
handing over of the Card by the Cardholder to a person other than the designated employees of the Bank it's premises;
the exercise by the Bank of its right to demand and procure the surrender of the Card prior to the expiry date stated on its face, whether such demand and surrender is made and/ or procured by the Bank or by any other person or ATMs/POS terminals;
the exercise by the Bank of its right to terminate any Card;
any mis-statement, mis-representation, error or omission in any details disclosed to/by The Bank;
decline of processing of the Card and/or PIN due to such Card exceeding foreign exchange entitlements as prescribed by applicable law, rules or regulations in force from time to time or on the Bank becoming aware of the Cardholder exceeding entitlements,
In the event a demand or claim for settlement of outstanding dues/funds received in excess of the Funds from the Cardholder is made either by the Bank or any person acting on behalf of The Bank;
communication sent by any means of communication including by facsimile machines, Internet, ATMs POS terminals, payment systems, or any other method over public and/or private lines that may not be encrypted, and which may involve the risk of possible unauthorized alteration and / or unauthorised use of communication, or upon terminating, suspending, blocking or declining of the use of the card and/or access to the Funds, inter alia, when it becomes necessary to

determine whether any person is rightfully entitled to receive the Funds/use the Card and/or for taking any other steps required by applicable law, rules and regulations or direction of any appropriate authority.

23.0 Costs, Charges and Fees

23.1 The Cardholder hereby agrees and acknowledges that all applicable costs, charges and fees in connection with the issue or usage of the Card can be deducted automatically from the Cardholder's Funds. The details of the costs, charges and fees as currently in force shall be provided to the Cardholder by the Bank at the time of issue of the Card. Such costs, charges and fees are subject to change by the Bank from time to time, and the latest applicable costs, charges and fees can be ascertained by calling the Bank's Card Centre.

23.2 The costs, charges and fees include withdrawal fee and currency conversion rate and could include further/additional costs/charges/fees or otherwise as required by third parties (as illustrated below):

Withdrawal Fee is applicable and will be deducted from the Funds for each withdrawal made by the cardholder from an ATM.

Additionally, costs/charges/ fees or otherwise as assessed and made applicable by the owners/operators of the Shared Network would also be applicable and will be deducted from the Funds for each withdrawal from an ATM comprised in a Shared Network.

If the Cardholder obtains Funds in a currency other Kenya shillings, the Conversion will be in accordance to the rate of day (or such higher/ other rate as the Bank may specify from time to time), and which will be deducted from the Funds. Such rate may be altered or modified by the Bank, without the consent of the Cardholder and such altered or modified rate shall also become applicable and will be deducted from the Funds. The details of the Conversion Rate are specified in the clause entitled 'Currency Conversion Rates'.

23.4 In a situation that the Funds are not sufficient to deduct such costs, charges and fees, the Bank reserves the right to recover the same directly from the Cardholder and/or from any accounts (including joint accounts) maintained by the Cardholder with the Bank or its Group companies, and further, to deny/decline or block conduct of any further Transactions through the use of the Card.

23.5 Any statutory levy including duties or taxes payable as a result of the use of the Card shall be the Cardholder's responsibility and if imposed on/recovered/sought to be recovered from the Bank (either directly or indirectly), such statutory levy shall be deducted from the Funds and/ or recovered directly from the Cardholder and/or from any accounts (including joint accounts) maintained by the Cardholder with the Bank or its Group companies.

24.0 Currency Conversion rates

24.1 Obtaining of Funds in a currency other than Kenya Shillings: The Funds will be converted from Kenya Shillings to such new currency at the Currency Conversion Rates. This would include the instance of the Cardholder obtaining Funds from an ATM in a currency other than Kenya shillings.

24.2 The Currency Conversion Rate will be the exchange rate for conversion from Kenya shillings to the new currency as per MasterCard Asia/Pacific Pte Ltd policies, procedures and regulations in force at the time that such a transaction is processed.

25.0 Disclosures

25.1 The Cardholder acknowledges that the information on his usage of the Card facilities is exchanged amongst banks and financial entities that provide such facilities. Acceptance of an application for a Card is based on no adverse reports of the Cardholder's credit worthiness. The Bank may report to other banks or financial entities any delinquencies in the Card or withdrawal of the Cardholder's Card facility. Based on the receipt of adverse reports (relating to credit worthiness of the Cardholder or his family members), The Bank may, after fifteen (15) days prior notice in writing, cancel the Card, whereupon the entire outstanding balance in connection with the Card as well as any further charges incurred by use of the Card, though not yet billed to the Card, shall be immediately payable by the Cardholder. The Bank shall not be obliged to disclose to the Cardholder the name of the bank or financial entity, from where it received or to which it disclosed information.

26.0 Right to terminate/ suspend/ block/ decline the usage of the card/access to the funds

26.1 The Bank reserves the right to terminate/suspend/ block/decline the usage of the Card/access to the Funds, temporarily or permanently, upon the occurrence of any of the following events:

failure to adhere to or comply with terms and conditions herein;
an event of default under any agreement or commitment (contingent or otherwise) or the like entered into with the Bank or its Group companies;
the Cardholder becoming subject to any bankruptcy, insolvency proceeding or proceedings of a similar nature;
demise of the Cardholder;
when it becomes necessary to determine whether any person is rightfully entitled to receive the Funds/ use the Card and/or for taking any other steps required by applicable law, rules and regulations or direction of any appropriate authority.

27.0 Governing Law

27.1 The laws of Kenya govern these terms and conditions as also the use of the Card by the Cardholder subject however to the Cardholder being subject to applicable laws, rules, and regulations of Kenya or such other country occasioned by use of the Card outside Kenya.

27.2 The Parties hereby agree that any claim, legal action or proceedings arising out of these terms and conditions for the Card instituted by the Cardholder (and/or any persons claiming through or under the Cardholder) shall be brought in the courts or tribunals at Nairobi in Kenya and the Parties shall irrevocably submit themselves to the jurisdiction of such courts and tribunals. The Bank may, however, in its absolute discretion commence any legal action or proceedings arising out of these

terms and conditions in any other court, tribunal or other appropriate forum in any jurisdiction, and the Cardholder hereby consents to that jurisdiction.

28.0 Severability and Waiver

28.0 Each of the provisions of these terms and conditions is severable and distinct from the others and if at any time, one or more of such provisions is or becomes illegal or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

28.1 No act, delay or omission by the Bank shall affect its rights, powers and remedies under the terms and conditions or any further or other exercise of such rights, powers or remedies. The rights and remedies under these terms and conditions are cumulative and not exclusive of other rights and remedies provided by law.

29.0 Assignment

29.1 The Cardholder acknowledges that the Bank may assign, transfer or convey any or all its rights and obligations in respect of the Travel Card / Safari Card to any third person as it may deem fit in its sole discretion without obtaining concurrence of the Cardholder.

Addresses for notices

The postal and street address the Cardholder supplies on his application form will be regarded as his chosen address where notices may be given and documents in legal proceedings may be served. The Cardholder must notify the Bank in writing, through any one of its branches immediately if his chosen postal, street address or email -address changes.

The Cardholder should send any legal notice to the Bank through its chosen address as indicated hereinbelow:

Guaranty Trust Bank (Kenya) Limited, Sky Park building, Plot 167, Westlands, Nairobi, Post Office Box Number 20613-00200 Kenya, for the attention of the Head of Legal.

The Cardholder acknowledges and agrees that this Agreement will be regarded as having been entered into in Kenya and any breach of this Agreement will be considered as having taken place in Kenya.

The Bank is entitled, but not obliged, to send the Cardholder any notice in terms of this Agreement to an email address specified by the Cardholder on his application form. Such email communication will be regarded as having been received by the Cardholder unless the contrary is proved.

Any correspondence that the Bank sends the Cardholder by post will be considered to have been received within seven (7) days of posting and any correspondence that the Bank sends to the Cardholder by fax or email will be considered to have arrived on the day that it was sent.

31.0 Changing these terms and conditions

31.1 The Bank reserves the right to change, at any time, these terms and conditions, features and benefits offered on the Card including, without limitation to, changes which affect existing balances, charges or rates and methods of calculation.

32.0 Miscellaneous

32.1 The Bank reserves the right to offer Cardholders certain facilities, memberships and services at such fees and on such terms and conditions as it may deem fit. The Bank reserves the right to waive or reduce the fees and to withdraw such benefit at any time without prior notice and without liability to the Cardholder. Any termination of the Card account, because of a violation of this agreement, shall result automatically in the termination of such facilities and services. The Bank shall not be liable, in any way, to the Cardholder, in case of defect or breach in the performance of carrying out such facilities, memberships or services or the nonperformance thereof, whether by the Bank, or a Merchant Establishment or any other third party.

32.2 The Bank reserves the right to use the information provided by the Cardholder on his application and during surveys, information from external sources, including consumer reports, for marketing activities carried out by the Bank or its Affiliates. The Bank may use this information to develop mailing lists that may be used by companies with whom the Bank shall work to develop marketing offers for the Cardholders.

32.3 The Bank reserves the right to revise the policies, features and benefits offered on the Card from time to time and may notify the Cardholder of any such revisions/changes in any manner as deemed appropriate. The Card Member will be bound by such revisions/changes unless the Card is returned to the Bank for cancellation before the date on which the revisions/changes are made. The details of all transactions effected through the use of the Card by the Cardholder may be shared with Credit Reference Agencies, lenders and/or other agencies for the purposes of assessing applications for credit or other facilities by the Cardholder and/or his family members, and for fraud prevention.

32.4 In addition to the general right to set off or other right conferred by law or under any other agreement, the Bank may, without notice, combine or consolidate the balance on the Card with any other account(s) which the Cardholder maintains with the Bank and its Group Companies, and setoff or transfer money standing to the credit of such other account(s) in or towards the satisfaction of the Cardholder's liability to the Bank under his Card.

32.5 The Cardholder shall forthwith notify the Bank of any change in his address for communication as stated in the application form for the Card.

32.6 The Bank reserves the right to change the cardholder's address in its records if such change in address comes to the notice of the Bank. The responsibility shall be solely of the Cardholder to ensure that the Bank has been informed of the correct address for communication, and the Bank disclaims all liability in case of an incorrect address resulting in any loss or liability for the Cardholder.

32.7 The Cardholder agrees to adhere to and comply with all such terms and conditions as the Bank or its Affiliates may prescribe from time to time for facilities/services availed of by the Cardholder and hereby agrees and

confirms that all such transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centres, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Bank or its affiliates, for and in respect of such facilities/ services offered, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the terms and conditions prescribed by the Bank or its affiliates for such facilities/ services, as may be prescribed from time to time. The Cardholder hereby agrees that in case the Cardholder commits a default in payment or repayment of principal amount of the Loan/ financial/credit facility or interest/ charges due thereon the Bank and/or the Central Bank of Kenya (CBK) will have an unqualified right to disclose or publish the details of the default and the name of the Card Member/or its directors/ partners/ supplementary cardholders, as applicable, as defaulters in such manner and through such mediums as the Bank or Central Bank of Kenya in their absolute discretion may think fit.

32.8 The Cardholder hereby undertakes not to obtain any other MasterCard Prepaid Cards from any other financial institution in Kenya during the subsistence of the Card.

32.9 The Cardholder hereby authorizes the Bank and its agents to exchange, share or part with all the information relating to the Cardholder's details and payment history information and all information pertaining to the Card to other companies within the Guaranty Trust Bank Group/ other Banks/Financial Institutions/ Credit Bureaus/Agencies/ Statutory Bodies as may be required and undertakes not to hold the Bank and the Group companies of the Bank Group and their agents liable for use of the aforesaid information.

I/We confirm that I/we have read and understood these Terms and Conditions (as may be amended from time to time by the Bank) and I/we accept to be bound by the same.

Applicant's Full Name: _____

Signature: _____

Date: _____

Applicant's Full Name: _____

Signature: _____

Date: _____