



PLATINUM  
**Credit Card**  
A P P L I C A T I O N

# THE PLATINUM CREDIT MASTERCARD

If you are a purchaser of anything from food to fancy goods, petrol to plane tickets, then you could benefit from carrying the GTBank MasterCard Credit Card. Designed to make life easier for the cardholder, the GTBank MasterCard Credit Card offers a long list of benefits.

## 1. BENEFITS

### CARD ISSUANCE FEE

As a MasterCard Credit Card customer, you will not be charged a joining fee.

### ACCEPTABILITY

Our GTBank MasterCard Credit Card is accepted throughout Kenya and in 210 other countries in more than 1 million ATMs and by more than 30 million merchants.

### FREE MONTHLY STATEMENTS

Get a GTBank MasterCard Credit Card and receive a consolidated email statement detailing all the previous month's transactions. This will help you keep your expense accounting under tight and accurate control.

### INTEREST FREE CREDIT

With the GTBank MasterCard Credit Card, you can enjoy up to 45 days interest free credit.

### REVOLVING CREDIT

Your GTBank MasterCard Credit Card offers you financial flexibility. Unlike some credit cards which require you to pay your account in full each month, the GTBank MasterCard Credit Card requires only that you make a payment that equals or exceeds "the minimum payment required" as shown on your statement. The minimum payment is 20% of your total usage.

### SECURE CARD TRANSACTIONS

Enjoy secure online transactions through MasterCard SecureCode service when making payments. The GTBank MasterCard Credit Card is CHIP & PIN enabled to enhance security via ATM and POS transactions.

### NFC ENABLED (CONTACTLESS PAYMENTS)

Conveniently make low value payments globally with your NFC enabled MasterCard Credit Card.

\*Discounts and offers are communicated from time to time

## 2. CHARGES (At present the following charges apply)

### Platinum Credit Card

	Main	Supplementary
Card Issuance Fee	Free	Free
Card Annual Fee	4,500	2,500
Card Renewal Fee	Free	Free
Card Replacement Fee	1500	1500
Pin Reissue	200	200

ATM CASH WITHDRAWAL FEE		
	as a % of the transaction	
GTBank Kenya ATM	6% or 550, Whichever is higher	
Local ATM	6% or 770, Whichever is higher	
International ATM	9% or 770, whichever is higher	

Late payment fee of 6% on the minimum due amount payable on 2<sup>nd</sup> of every month

Interest rate of 36% per annum

Charges, fees and limits shall be renewed from time to time as the Bank shall deem necessary

All fees and charges debited from your card account

## 3. CREDIT CARD CYCLE

-The credit card cycle starts on 16<sup>th</sup> of every month to 15<sup>th</sup> of the following month

-The monthly statement are sent on 16<sup>th</sup> of every month

-The minimum payment required is 20% of credit card usage. This must be paid before or on 2<sup>nd</sup> of the following month (15 day period) to avoid late payment fee. (Late payment is charged on the non-paid minimum 20% credit card usage)

## 4. MODES OF PAYMENT

- Cash and Cheque deposits at any GTBank branch
- M-Pesa Paybill (910202)
- Internet Banking
- USSD \*878# and Mobile App
- Direct Debit from your GTBank account

**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

**PLATINUM CREDIT CARD**



**A. REQUIREMENTS**

**Employed**

- i) Letter of introduction
- ii) Certified copy of salary slips (last 3 months)
- iii) Copy of PIN certificate
- iv) Certified copy of bank statements (last 3 months)

**Self employed**

- i) Copy of Memorandum and Articles of Association
- ii) Company annual returns to the Registrar (last 2 years)
- iii) Copy of Certificate of Incorporation/Registration
- iv) Copy of PIN certificates (Company and Directors)
- v) Copy of National ID/valid passport (Company Directors)
- vi) Certified copy of bank statements (last 3 months)

**Documents applicable to the above**

- i) Copy of National ID (mandatory for all Kenyans) or valid passport
- ii) Valid work permit (Non Kenyan)
- iii) Valid passport (Non Kenyan)
- iv) Valid alien certificate (Non Kenyan)
- v) Proof of other source of income
- vi) Latest utility bill e.g. electricity, telephone, water or tenancy agreement

*Please carry the original documents to the Branch*

**B. PERSONAL DETAILS**

Title (Mr. / Mrs. / Miss. / Other) \_\_\_\_\_

First Name \_\_\_\_\_ Surname \_\_\_\_\_ Middle Name \_\_\_\_\_

Male  Female Date of Birth (DD/MM/YY) \_\_\_\_\_ ID No./ Passport No. (Attach copy) \_\_\_\_\_

Country of issue (for passport) \_\_\_\_\_ Nationality \_\_\_\_\_ Mother's maiden name \_\_\_\_\_

Postal Address \_\_\_\_\_ Personal Email \_\_\_\_\_

Mobile Number \_\_\_\_\_ Postal Code \_\_\_\_\_ Town \_\_\_\_\_

Physical Residential Address:

Estate Name \_\_\_\_\_ House Number \_\_\_\_\_

Street Name \_\_\_\_\_

Town \_\_\_\_\_ How long have you stayed at your current residence? \_\_\_\_\_

If < 2yrs, details of previous residence \_\_\_\_\_

Marital status:

Married  Single  Divorced  Separated

If married, name of spouse \_\_\_\_\_ Number of dependants (including spouse) \_\_\_\_\_

**BILLING ADDRESS:**

Where would you like your correspondence sent?  Personal address  Employer's address

Where would you like your correspondence emailed?  Personal address  Employer's address

### C. EMPLOYMENT DETAILS

Employed     Self-employed     Retired     Other    Specify \_\_\_\_\_

Employer's Name / Business Name \_\_\_\_\_

Physical Address (building) \_\_\_\_\_ Street/Road \_\_\_\_\_ City \_\_\_\_\_

Plot No \_\_\_\_\_ Tel \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Employer's postal address \_\_\_\_\_ Postal code \_\_\_\_\_ Town \_\_\_\_\_ Position held \_\_\_\_\_

Terms of service:

Permanent     Contract

Length of service \_\_\_\_\_ If on contract, please indicate the expiry date \_\_\_\_\_

Previous Employer (for the last 6 months) \_\_\_\_\_

Current Monthly Gross pay Ksh. \_\_\_\_\_

### Additional Monthly Income

Source	Amount (Ksh)
1.	
2.	
3.	

Requested Credit Limit Ksh \_\_\_\_\_

Subject to approval as per Terms and conditions clause 2.

### D. BANKING DETAILS

#### i) GTBank Accounts

Account Name	Account Number	Number of Years

#### ii) Other Bank Accounts

Bank Name	Branch	Account Number	Number of Years

iii) Credit cards

Bank Name	Branch	Card Number	Number of Years

**E. ADDITIONAL FINANCIAL DETAILS**

i) Residential Details

Own  Rented  Staying with parents  Housed by employer  Other Specify \_\_\_\_\_

If owned, LR No. \_\_\_\_\_ Location \_\_\_\_\_ (Attach proof of ownership)

If rented, person paying?  Self  Other Monthly rent Ksh \_\_\_\_\_

ii) Loan / Mortgage

Lender	Outstanding amount	Monthly Repayment	Purpose

**F. SUPPLEMENTARY CARDHOLDER DETAILS**

Complete this section only if you want us to issue an additional Credit Card to another person (e.g. your spouse) as an authorised user of your Credit Card account. Remember, that as the principal cardholder, you will be liable for any usage by your authorised user.

**Requirements: 1) Copy of Valid ID/Passport**

The authorised user must sign this section where indicated.

**SUPPLEMENTARY CARDHOLDER 1**

Title (Mr. / Mrs. / Miss. / Other)

First Name \_\_\_\_\_ Surname \_\_\_\_\_ Middle Name \_\_\_\_\_

Date of birth (DD/MM/YY) \_\_\_\_\_ ID No./ Passport No. (Attach copy) \_\_\_\_\_

Employed  Self-employed  Retired  Other Specify \_\_\_\_\_

Employer's Name / Business Name \_\_\_\_\_ Tel Office \_\_\_\_\_

Mobile Number \_\_\_\_\_ Email \_\_\_\_\_

Please issue a card to me. I have read, understood and accept the terms and conditions herein. I agree to be bound by the credit card conditions of use ( as set out herein and as amended from time to time).

Signature of Cardholder \_\_\_\_\_ Date \_\_\_\_\_

Relationship to principal cardholder \_\_\_\_\_

I \_\_\_\_\_ as the Principal Cardholder hereby authorize the below credit limit to the supplementary cardholder. \_\_\_\_\_ %

\_\_\_\_\_  
Signature of Principal Cardholder

## SUPPLEMENTARY CARDHOLDER 2

Title (Mr. / Mrs. / Miss. / Other)

First Name \_\_\_\_\_ Surname \_\_\_\_\_ Middle Name \_\_\_\_\_

Date of birth (DD/MM/YY) \_\_\_\_\_ ID No./ Passport No. (Attach copy) \_\_\_\_\_

Employed  Self-employed  Retired  Other Specify \_\_\_\_\_

Employer's Name / Business Name \_\_\_\_\_ Tel Office \_\_\_\_\_

Mobile Number \_\_\_\_\_ Email \_\_\_\_\_

Please issue a card to me. I have read, understood and accept the terms and conditions herein. I agree to be bound by the credit card conditions of use ( as set out herein and as amended from time to time).

Signature of Cardholder \_\_\_\_\_ Date \_\_\_\_\_

Relationship to principal cardholder \_\_\_\_\_

I \_\_\_\_\_ as the Principal Cardholder hereby authorize the below credit limit to the supplementary cardholder. \_\_\_\_\_ %

\_\_\_\_\_

**Signature of Principal Cardholder**

## SUPPLEMENTARY CARDHOLDER 3

Title (Mr. / Mrs. / Miss. / Other)

First Name \_\_\_\_\_ Surname \_\_\_\_\_ Middle Name \_\_\_\_\_

Date of birth (DD/MM/YY) \_\_\_\_\_ ID No./ Passport No. (Attach copy) \_\_\_\_\_

Employed  Self-employed  Retired  Other Specify \_\_\_\_\_

Employer's Name / Business Name \_\_\_\_\_ Tel Office \_\_\_\_\_

Mobile Number \_\_\_\_\_ Email \_\_\_\_\_

Please issue a card to me. I have read, understood and accept the terms and conditions herein. I agree to be bound by the credit card conditions of use ( as set out herein and as amended from time to time).

Signature of Cardholder \_\_\_\_\_ Date \_\_\_\_\_

Relationship to principal cardholder \_\_\_\_\_

I \_\_\_\_\_ as the Principal Cardholder hereby authorize the below credit limit to the supplementary cardholder. \_\_\_\_\_ %

\_\_\_\_\_

**Signature of Principal Cardholder**

## G. PERSONAL REFEREES

### Referee 1

Surname \_\_\_\_\_ Other Names \_\_\_\_\_

Postal Address \_\_\_\_\_ Postal code \_\_\_\_\_

Mobile \_\_\_\_\_ Email \_\_\_\_\_

Place of Work \_\_\_\_\_ Relationship \_\_\_\_\_

### Referee 2

Surname \_\_\_\_\_ Other Names \_\_\_\_\_

Postal Address \_\_\_\_\_ Postal code \_\_\_\_\_

Mobile \_\_\_\_\_ Email \_\_\_\_\_

Place of Work \_\_\_\_\_ Relationship \_\_\_\_\_

## H. CARD DELIVERY DETAILS

State which Branch you would like to collect the card from \_\_\_\_\_

## I. DECLARATION

Please issue a card to me and any additional cardholder indicated above. I warrant that the information given is true and complete, and I authorise you to make any enquiries necessary in connection with this application. I have read, understood and accept the terms and conditions herein. I agree to be bound by the credit card conditions of use (as set out herein and as amended from time to time). Any authorised user(s) and I agree to be jointly and severally liable for all charges incurred through use of each card.

Name \_\_\_\_\_ Customer signature \_\_\_\_\_ Date \_\_\_\_\_

## J. DIRECT DEBIT INSTRUCTIONS (OPTIONAL)

This facility allows automatic debiting of your GTBank Current Account or Savings Account for settlement of your monthly dues.

### How does it work?

Payment is made automatically from your nominated GTBank account in accordance with your instructions to settle your GTBank MasterCard Card Account.

### Safety

No payment is made unless you have authorized us to do so.

### Control

You remain in total control. You can cancel the authority simply by informing us in writing. You will be advised in advance on your monthly statements from GTBank of the amounts due. Should you have a query about payment, you may contact us for immediate action.

Please indicate the percentage of the outstanding amount to be debited monthly. (Minimum is 20%)

Percentage  20%  50%  75%  100%

Account Name \_\_\_\_\_

Account Type \_\_\_\_\_

Account Number \_\_\_\_\_

Domiciled Branch \_\_\_\_\_

## Instruction to the Bank

I/We instruct you to pay autodebit payments from my/our account at the request of the GTBank MasterCard Credit Card. The amounts are variable and are to be debited on various dates (but not to exceed total amount outstanding on due date).

Authorized Signatory \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signatory \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signatory \_\_\_\_\_ Date \_\_\_\_\_

### FOR BANK USE ONLY

APP/DEC

RM CODE

LIMIT

SIGN

DIRECT DEBIT %

DATE



**K. TERMS AND CONDITIONS**

Guaranty Trust Bank (Kenya) Limited  
 Terms and Conditions of Use of MasterCard Credit Card

Your application for and use of our MasterCard credit card is subject to the following terms and conditions (rules). You must read and understand each clause of the rules set out here. Remember you must always keep to these rules, as they are a binding agreement between you and us, Guaranty Trust Bank (Kenya) Limited (registration number C. 31073) (hereinafter "the Bank"). Please contact us if you need further explanations of anything related to the use of your Card. You may contact us at customercareke@gtbank.com or speak to us at any of our branches.

**MasterCard Credit Card Terms and Conditions**

**1. Definitions**

- In these conditions
- a) "Agreement" means your application and these rules (as may be varied by the Bank from time to time) together with all payment instructions, letters and notices given.
  - b) "ATM" means an automated teller machine.
  - c) "Authorised User" means a person nominated under clause 9.1 to whom the Bank shall have issued a Card.
  - d) "Card" means the MasterCard credit card issued to a Cardholder by the Bank.
  - e) "Card Account" means any account maintained by the Bank in relation to Card Transaction.
  - f) "Cardholder" means any person to whom a Card is issued by the Bank.
  - g) "Card Transaction" means any payment made or cash advance obtained by the use of the Card, the Card number or in any manner authorised by a Cardholder for debit to the Card Account.
  - h) "Credit Limit" means the maximum debit balance permitted on the Card Account as determined by the Bank in its sole discretion and notified to the Principal Cardholder.
  - i) "Charges" means any fees or interest charged on the Card Account.
  - j) "Due Date" means the date of the statement referred to in Clause 7.1 or as determined by the Bank pursuant to this Agreement.
  - k) "Kenya" means the Republic of Kenya.
  - l) "Merchant" means a supplier of goods and services and includes an ATM owner.
  - m) "PIN" means any personal identification number issued to the Cardholder.
  - n) "Principal Cardholder" means any person in whose name a Card Account is maintained pursuant to such person's application for establishment of a Card Account.
  - o) "Revolving Credit" means a credit facility with a minimum repayment option as determined by us from time to time.
  - p) "SMS" means short message service which is an electronic communication done using a cellphone or cellular network.
  - q) "Shillings" means "Kenya Shillings" in the currency of Kenya.
  - r) "Statement" means the monthly statement referred to in Clause 6.1
  - s) "Supplementary Cardholder" means a person nominated under clause 9.1 to whom the Bank shall have issued a Card on instruction of the Principal Cardholder.
  - t) "our" "we" "us" or "the Bank" means Guaranty Trust Bank (Kenya) Limited. u) "you" or "your" means the Principal Cardholder.

**2. Applying for a Card and Acceptance**

- 2.1. Any application for a Card is subject to our normal credit approval process and criteria.
- 2.2. Before you sign the application form, please read this Agreement very carefully.
- 2.3. We will require certain information from you before we consider your application. You must provide complete and accurate information.
- 2.4. We may decline your application at our discretion.
- 2.5. We must verify your identity and may decline your application if you cannot give us satisfactory proof of your identity.

**3. Using your Card**

- 3.1. The Card must be signed by the Cardholder immediately on receipt and may only be used:-
  - 3.1.1. By that Cardholder;
  - 3.1.2. Subject to the terms of this Agreement current at the time of use;
  - 3.1.3. To obtain the facilities and benefits from time to time made available by the Bank in respect of use of the Card;
  - 3.1.4. During the validity period embossed on the Card;
  - 3.1.5. Subject to the right of the Bank in its absolute discretion and without prior notice, at any time to withdraw the right to use the Card for, or to refuse any request for authorization of, any particular Card Transaction and to publish any such withdrawal or refusal;
  - 3.1.6. Within the Credit Limit. In deciding whether this has been exceeded, the Bank may take into consideration the amount of any Card Transaction not yet debited and any authorisation given by the Bank in respect of any prospective Card Transaction;
  - 3.1.7. To obtain cash advances from the Bank or an ATM within a cash advance limit as shall be determined by the Bank and notified to the Principal Cardholder from time to time which shall form part of the Credit Limit;
  - 3.1.8. All Card Transactions, which take place in a currency other than Shillings and whether or not in Kenya, will be converted from the currency in which the Card Transaction took place into Shillings at the MasterCard's prevailing rate plus a margin imposed by the Bank as at the date of such conversion and shall be debited to the Card Account in Shillings;
  - 3.1.9. The Card may be used worldwide for Card Transactions expressed in the currency of the country of purchase. The monthly statement will be billed in Shillings.

**4. Safeguarding the Card**

- 4.1. The Cardholder will exercise all care necessary to ensure the safety of the Card and the secrecy of the PIN at all times.
- 4.2. The Cardholder shall not allow any person to use the Card with or without the knowledge of the PIN.
- 4.3. The Cardholder should never write the PIN on the Card or anything usually kept with it.
- 4.4. It is the duty of Cardholder to safeguard the Card with the same intensity they would apply for cash.
- 4.5. If the Card is lost, stolen or is for any other reason liable to misuse or the PIN has been disclosed to anyone, the Cardholder must immediately notify the Bank's Card Centre directly by telephone number +254 20 328 4390 / 391 or 0703084390/1 and such notification must be confirmed in writing immediately either by post to the address indicated in clause 21 herein below.
- 4.6. Until the Bank receives the formal notification, the Principal Cardholder will remain principally liable in respect of any misuse of the Card.
- 4.7. You will give the Bank all the information in your possession as to the circumstances of the loss, theft or misuse of the Card or disclosure of the PIN and take all steps deemed necessary by the Bank to assist in the recovery of the missing Card. In the event of any such loss, theft or misuse being suspected, the Bank may provide the police with any information it considers relevant. If a Card is reported as lost, stolen or liable for misuse, that Card must not subsequently be used but must be cut in half and returned immediately to the address indicated in clause 21 here in below.

**5. The Card Account**

The Bank will debit the Card Account with the amounts of all Card Transactions and Charges and any other liabilities of the Cardholder arising from the use of the Card. The Principal Cardholder will pay to the Bank all amounts so debited whether or not the Cardholder signs a sale or cash advance voucher.

**6. Monthly Statement and Payment**

- 6.1. We will send a Statement to your chosen email address every month.
- 6.2. The Statement will show all transactions on your Card Account up to the date of the Statement.
- 6.3. The Statement will show both the full and minimum amounts payable to us, on or before the due date shown on the Statement.

6.4. You must advise us in writing within thirty (30) days of the date of the statement should you believe the Statement is incorrect. You will have no claim if you do not advise us within that period and the Statement shall be deemed accurate and a conclusive record of accounts.

6.5. You should contact our Card Centre directly by telephone number +254 703 084 390/1 if you do not receive a monthly Statement. Failure to receive a monthly Statement will not entitle you to refuse or fail to pay any amount that is due to us.

6.6. We may verify and confirm any record of a deposit into your Card Account. Our records will be taken as correct unless the contrary is proved.

6.7. Your Card Account will be credited immediately with any deposit made into it, but the proceeds will only be made available once they are cleared. We will not accept any post-dated cheques or any other cheques made out to anyone other than the Principal Cardholder followed by the first 4 digits and last 4 digits of the card number e.g. 1234 \* \* \* \* \* 7890.

6.8. If your debit order is returned unpaid for any reason, we reserve the right to re-submit your debit order until all amounts outstanding have been paid in full.

6.9. Where applicable, we will send you regular updates on the status of your Card via SMS to the mobile number provided on your application form or notified to us in writing.

6.10. If your Card Account is in arrears, we may send you an SMS to remind you of the outstanding amount.

6.11. We do not guarantee the security of any SMS or other communication we may send you with regard to your Card Account and we will not be liable for any disclosure of information relating to your Card Account that is not attributable to our negligence or willful default.

**7. Payment and Interest**

7.1. All amounts charged to your Card Account are due in full within a specified number of days (called a Credit Period), as determined by the Bank at its discretion from time to time, from the Statement date (this payment due date is called the Due Date). You may however choose to pay the Minimum Payment (this will be a specified percentage of the amount of Card Transactions plus full amount of interest, other charges and fees due as on the Statement date) shown on the Statement and revolve the balance (Revolved amount) to the next month.

7.2. If you shall repay the whole balance outstanding on a Statement before or by the Due Date, no interest shall be charged on any item appearing on the Statement.

7.3. If you pay at least the Minimum Amount by the Due Date and choose to revolve a part or full amount of the Revolved Amount (i.e. outstanding balance minus Minimum Amount), interest will be charged on the full amount of Revolved Amount from Transaction date to Due Date and on daily outstanding balance of Revolved Amount due from Due Date to next Statement date at the specified Revolving Credit Interest Rate.

7.4. For the purposes of interest calculation, payments made by you will first be offset against interest, fees, charges and oldest dated transaction amounts in descending order respectively.

7.5. If you fail to pay at least the Minimum Payment as shown in the Statement by the Due Date, a late payment penalty will be levied on the outstanding Minimum Payment amount on Due Date at the Bank's specified late payment penalty rate and will be added to the statement for the subsequent month. This is in addition to the interest payable on outstanding balance calculated as per clause 7.3 above on outstanding balance.

7.6. In case a Card Account is overdrawn beyond the Credit Limit as on any day, an overlimit fee will be charged on the maximum amount overdrawn on any particular day will be levied and added on the Statement for the subsequent month.

7.7. Payment on the Credit Account will take effect when received by the Bank and credited to the Card Account. If the payment is made by cheque it will take effect when cleared by the respective bank.

7.8. A flat handling fee will be charged if a cheque or other remittance is not honoured on first presentation.

7.9. The amount of any excess over the Credit Limit, any arrears and any Card Transactions made in breach of this Agreement will be immediately payable in full whether or not demanded by the Bank.

7.10. Non-receipt of the Statement by you does not discharge you from the obligations to pay all the amounts due on the Card Account.

7.11. You may not be entitled to interest on any credit balance there may be on the Card Account.

7.12. The Bank will inform you of the applicable, Minimum Payment, Revolving Credit Interest Rate, Late Payment Interest Rate, Over-limit Charge Rate and Handling Fee as described above, at the time of issuance of the Card. Subsequently, the Bank reserves the right to revise Minimum Payment, Revolving Credit and Handling Fee subject to provisions of clause 22.1 (ii) (b). The Bank shall neither be required to seek your consent nor that of the Supplementary Cardholder prior to making any change in the rate of and method of calculating any interest payable by yourself under this Agreement and the failure by the Bank to seek such consent from yourself and/or the Supplementary Cardholder as aforesaid shall not prejudice in any way whatsoever the recovery by the Bank of any interest charged as provided in this Agreement subsequent to any such change provided however that the Bank shall give you at least thirty (30) days' notice prior to any change in the rate or rates of interest payable. You hereby acknowledge and agree that such service of notice of change in the rate or rates of interest payable shall be deemed to be in conformity with the Consumer Protection Act, No 46 of 2012 of the laws of Kenya if served using any of the modes of service set out in Clause 21 below or any other modes of service permitted by law.

**8. Charges**

8.1. The following charges are payable in respect of the use of the Card and shall be debited by the Bank to the Card Account as follows:

- a) An annual subscription fees on issuance of the Card and on every subsequent annual renewal date;
- b) A cash advance charge on the amount of any cash advance debited to the Card Account.
- c) A Card replacement fees in case a Card is lost or damaged.

8.2. The Bank will inform you of the applicable annual subscription fees, cash advance charge, card replacement fees as described above, at the time of issuance of the Card. Subsequently, the Bank reserves the right to revise (including waiving or addition of any other charges) any of the above subject to provisions of clause information it shall be enough for the Bank to produce a copy of the statement containing such information or the means by which the change was informed.

**9. Authorised User**

9.1 The Bank may issue Cards for use by any natural person nominated by the Principal Cardholder as Authorised User/Supplementary Cardholder on the Card Account. The Principal Cardholder shall be liable for all amounts arising from, or losses incurred by the Bank in connection with the use of the Card by an Authorised User (including any use in breach of this Agreement which the Bank shall be under no responsibility to prevent), which shall be debited to the Card Account. In addition to its other powers, the Bank shall cancel any Authorised User's Card at any time upon the request in writing of the Principal Cardholder and the return of such Card to the Bank, or upon the surrender of such Card to the Bank by the Authorised User. The Card shall remain the sole responsibility of the Principal Cardholder.

**10. Automated Teller Machine**

10.1 The Cardholder may use the Card together with his/her Personal Identification Number (PIN) to execute a transaction at any ATM or terminals designated by the Bank. If the Cardholder has selected such PIN, all security procedures as described herein apply to each transaction executed by the Cardholder who must exercise all necessary precautions against loss or theft of the Card or disclosure of the PIN.

**11. Withdrawal of use of the Card**

11.1. The Bank may at any time and without notice cancel or suspend the right to use any Card entirely or in respect of specific facilities or refuse to re-issue, renew or replace any Card, without in any case affecting your obligations under this Agreement which shall continue in force.

11.2. The decision of the Bank with respect to suspension (temporary or permanent), withdrawal or limitation of usage including reducing Credit Limit, will be at the Bank's sole discretion at its own judgment.

11.3. The Card remains the property of the Bank at all times. On request, all or any Card issued for use on the Card Account must be returned immediately to the Bank or to any other person acting for the Bank. The Bank shall notify the Cardholder the particulars of any such other person.

11.4. You as the Principal Cardholder shall be liable for all expenses incurred by the Bank in reclaiming a cancelled Card.

**12. Termination**

12.1. Either party to this Agreement may seek to terminate the same as follows:

12.1.1. The Principal Cardholder may terminate this Agreement by written notice to the Bank but such

Signature \_\_\_\_\_

termination shall only be effective on the return to the Bank of all Cards issued for use on the Card Account, and the payment of liabilities of the Principal Cardholder under this Agreement settled in full. Until such termination, the Bank may reissue Cards from time to time for use in accordance with this Agreement.

12.2. Notwithstanding any other provision, all indebtedness shall at the Bank's option, and without notice or demand being given, be immediately due and payable and the Bank may cancel this Agreement without notice in the event of:

- a) The death of any Cardholder.
- b) Insolvency of any Cardholder or failure by the Cardholder to pay any indebtedness hereunder or any other obligation of the Cardholder.
- c) The institution of garnishee, criminal proceedings, bankruptcy proceedings, attachment or execution proceedings involving any Cardholder or Authorised User.
- d) A breach or default of any provision of this Agreement. The Cardholder shall be liable for all legal fees and expenses incurred by the Bank including the attorney's collection commission.

**13. Refunds and Cardholder Claims**

13.1 The Card Account will only be credited with a refund in respect of the 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 subject of a defense or counterclaim against the Bank. No rights of the Cardholder against the Bank may be assigned or otherwise disposed of.

13.2 No Cardholder shall return for cash refund any goods and tickets for services obtained with the Card. Any such refund must be credited only through the Card Account.

**14. Responsibility for Service**

14.1 The Bank incurs no liability to any Cardholder if any Merchant denies or fails to honour the Card or if there is dispute as to the nature, quality of any goods or service acquired from the Merchant it being acknowledged that no Merchant is an agent of the Bank.

14.2 All claims including any right of set-off by the Cardholder and any dispute regarding any sales voucher or credit voucher or any transaction involving Card or other use of the Card Account shall be settled directly between the Merchant and the Cardholder and shall have no effect on the indebtedness of the Cardholder.

14.3 The Bank incurs no liability to the Cardholder for any malfunction of any ATM.

**15. Foreign Currency**

15.1 The Cardholder must be fully familiar and comply with all the applicable exchange control regulations when the Card is used outside the money area of the Republic of Kenya.

15.2 Card Transactions made in foreign currencies, will be shown on the statement in Shillings and is payable in Shillings converted at the exchange rate charged to the Bank on conversion by MasterCard Asia/Pacific Pte Limited plus a percentage on the converted amount of the value of the foreign transaction and which percentage can vary from time to time. This rate may not be the rate in effect on the date of the transaction.

**16. Security**

16.1 Internet transactions are not always secure. It is the Cardholder's responsibility to ensure that any Internet transaction is made on a secure site.

16.2 The Bank will not take any responsibility for any misuse of a Card as a result of the customer quoting their Card number over the Internet.

16.3 This Card must NOT be used to fund any acts of terrorism, for money laundering purposes, fraud, or any other illegal activities.

**17. Liability for Indebtedness**

17.1 The Principal Cardholder is liable to the Bank for all indebtedness incurred by any person Authorised by such Cardholder together with all the applicable charges and interest.

17.2 The Principal Cardholder's liability to the Bank with each Authorised User shall be joint and several for all indebtedness.

**18. Purchases and cash advances made without a Card**

18.1 If the Cardholder or anyone authorized to use the Card provides a mandate, whether such comprises a signed coupon, subscription voucher or telephone instruction or requests a cash advance or gives the card number to make a purchase or obtain a cash advance, without presenting the Card (such as for mail order, telephone order or Internet), the legal effect shall be the same as if the Card was used by the Cardholder and a sales voucher or other document or cash advance voucher was signed by the Cardholder.

18.2 The Bank shall debit the Card Account with the amount of all Card Transactions and the Cardholder will be liable to pay the Bank all the amounts so debited whether or not such a voucher or other document is signed by the Cardholder and irrespective of any rights or obligations as between the Merchant and the Cardholder.

**19. Consents and conduct of the Account**

19.1. Credit reference agencies

19.1.1. You consent to us:

19.1.1.1. Making enquiries about your credit record with any credit reference agency and any other party to confirm the details on this application.

19.1.1.2. Providing regular updates regarding the conduct on your Card Account to the credit reference agencies and allowing them to in turn make the record and details available to other credit grantors.

19.1.1.3. Listing your details with any credit reference agency should you default on your repayment obligations to us.

19.1.1.4. Releasing information to third parties for recovery and/or debt collection purposes.

19.2. Disclosure within Guaranty Trust Bank Group

19.2.1. You consent to us sharing information relating to your Card application, Card or Card Account, any of our affiliates or associates within the Guaranty Trust Bank Group for all purposes, including marketing.

19.2.2. You agree that we may request or authorise any of our affiliates or associates within the Guaranty Trust Bank Group to perform any or all of our obligations under these rules and that any of our affiliates or associates within Guaranty Trust Bank Group may exercise our rights under these rules. We may disclose information relating to your application, Card or Card Account to our affiliates or associates within Guaranty Trust Bank Group for purposes of the above including Card issuing, administration, dispute handling and debt collection.

**20. Malfunction of Electronic Facilities**

20.1. We are not responsible for any loss arising from any failure, malfunction or delay in any point-of-sale terminal or ATM, or our supporting or shared networks, where applicable, resulting from circumstances beyond our reasonable control.

**21. Addresses for Notices**

21.1. The postal and street address you supply on your application form will be regarded as your chosen address where notices may be given and documents in legal proceedings may be served. You must notify us in writing, one of our branches or via email immediately if your chosen street address or e-mail address changes.

21.2. You should send any legal notice to us at our chosen address:

21.2.1. Guaranty Trust Bank (Kenya) Limited, Sky Park building, Plot 1870, Westlands, Nairobi, Kenya, for the attention of the Head of Legal.

21.3. You acknowledge and agree 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.

21.4. We are entitled, but not obliged, to send you any notice in terms of this agreement to an email address you specified in your application form. Such email communication will be regarded as having been received by you unless the contrary is proved.

21.5. Any correspondence that we send to you by post will be considered to have arrived within seven (7) days of posting and any correspondence that we send to you by fax or email will be considered to have arrived on the day that it was sent.

21.6. We are obliged by law to regularly update your personal particulars, such as your residential

address and contact information. We may contact you from time to time in this regard.

**22. General**

22.1. The Bank may at any time amend these rules by giving you written notice provided that where the Bank desires to amend this Agreement and:

i) Subject to clause 21.1 (ii) the amendment changes any of the information prescribed under section 67(4) of the Consumer Protection Act, Act No 46 of 2012 of the laws of Kenya (i.e. information contained in the Statement), the Bank shall, within thirty (30) days after the amendment is made, deliver to the Principal Cardholder a supplementary disclosure statement setting out the changed information.

ii) the amendment changes any of the information prescribed under section 65(3) of the Consumer Protection Act, Act No 46 of 2012 of the laws of Kenya (i.e. information contained in the initial disclosure statement), the Bank shall deliver to the Principal Cardholder a supplementary disclosure statement setting out the changed information;

a) Within (30) thirty days after the amendment is made, if the change is not a material change, as prescribed; and b) At least thirty (30) days before the amendment is made, if the change is a material change.

22.2. On renewal or replacement of any Card, updated rules will be sent to your last chosen address. You are bound by the rules in force at the time of such renewal or replacement.

22.3. Neither you nor the Supplement Cardholder may vary these rules.

22.4. This Agreement will be governed by and interpreted in accordance with the laws of Kenya.

22.5. You agree that we may sue you in a Magistrate's court or any other competent court to recover any levies due as at the date of instituting the proceedings.

22.6. Any favour or concession we may give you will not affect any of our rights against you.

22.7. Should you default on your Card Account, the law allows us to use any credit balance in another of your Guaranty Trust Bank (Kenya) Limited accounts to set off any amount owing on your Card.

22.8. You must tell us immediately if you are under a bankruptcy order, become insolvent or have any other form of legal disability.

22.9. You will pay all our expenses and other costs in recovering any outstanding amounts you owe us, including legal fees on an attorney and own client scale, collection, tracing and penalty fees.

22.10. A certificate signed by any of our managers (whose appointment need not be proved) as to the amount of your debt to us, the fact that the amount is payable, the rate of interest payable and the date from which such interest is calculated and any other matter relating to the debt, will on its mere production, be sufficient proof of the facts stated in the certificate, unless the contrary is proved.

22.11. We can close your Card Account, restrict activity, reduce your Credit Limit or suspend access to your Card Account if we in any way know or suspect that your Card Account is being used fraudulently, negligently or for illegal activities or if we must do so to comply with the law, without notice to you.

22.12. The Bank shall not be liable if it is unable to perform its obligations under this Agreement due (directly or indirectly) to the failure of any machine, data processing system or transmissions link or to industrial dispute, strikes, lock outs, acts of any public enemy, wars, blockades, insurrections, riots, epidemics, landslides, governmental regulations and directions and anything outside the direct control of the Bank, its agents or sub-contractors.

22.13. If we close or suspend access to your Credit Account for any reason, we will not be liable to you for any direct, indirect, consequential or special damages arising from any act or omission by us or any third party for whom we are responsible, whether arising in contract, or statute.

22.14. If the Bank is unable to produce or send a statement in respect of the Card Account, the Principal Cardholder's liability for the late payment charges shall continue for the purpose of calculating such charge, and in establishing the date on which payment is due, the Bank may select a date in each calendar month as the statement date.

22.15. The Bank shall not be liable, responsible or accountable in anyway whatsoever for any loss, injury or damage whatsoever arising from the use of any ATM and the Principal 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 the use by any Cardholder of an ATM or any breach of this agreement by any Cardholder.

22.16. The Bank may demand at its discretion any amounts due on the Card Account if there is any breach of the Agreement herein by the Principal Cardholder or any Supplementary Cardholder.

22.17. Agreement may be withdrawn at any time without notice.

22.18. The Cardholder warrants the complete accuracy of the information given upon the application for establishing the Card Account and any subsequent communication with the Bank.

22.19. The Bank may assign its rights and benefits under this Agreement at any time.

22.20. This Agreement shall be governed in all respects by the laws of Kenya and the parties submit to the exclusive jurisdiction of the Kenya courts.

I/We confirm that I/We have read and fully understood the Terms and Conditions (as may be amended from time to time by the Bank) and I/We hereby accept and agree to be bound by them

Applicant's Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**K. TERMS AND CONDITIONS**

Guaranty Trust Bank (Kenya) Limited  
Terms and Conditions of Use of MasterCard Credit Card

Your application for and use of our MasterCard credit card is subject to the following terms and conditions (rules). You must read and understand each clause of the rules set out here. Remember you must always keep to these rules, as they are a binding agreement between you and us, Guaranty Trust Bank (Kenya) Limited (registration number C. 31073) (hereinafter "the Bank"). Please contact us if you need further explanations of anything related to the use of your Card. You may contact us at customercareke@gtbank.com or speak to us at any of our branches.

**MasterCard Credit Card Terms and Conditions****1. Definitions**

In these conditions

- a) "Agreement" means your application and these rules (as may be varied by the Bank from time to time) together with all payment instructions, letters and notices given.
- b) "ATM" means an automated teller machine.
- c) "Authorised User" means a person nominated under clause 9.1 to whom the Bank shall have issued a Card.
- d) "Card" means the MasterCard credit card issued to a Cardholder by the Bank.
- e) "Card Account" means any account maintained by the Bank in relation to Card Transaction.
- f) "Cardholder" means any person to whom a Card is issued by the Bank.
- g) "Card Transaction" means any payment made or cash advance obtained by the use of the Card, the Card number or in any manner authorised by a Cardholder for debit to the Card Account.
- h) "Credit Limit" means the maximum debit balance permitted on the Card Account as determined by the Bank in its sole discretion and notified to the Principal Cardholder.
- i) "Charges" means any fees or interest charged on the Card Account.
- j) "Due Date" means the date of the statement referred to in Clause 7.1 or as determined by the Bank pursuant to this Agreement.
- k) "Kenya" means the Republic of Kenya.
- l) "Merchant" means a supplier of goods and services and includes an ATM owner.
- m) "PIN" means any personal identification number issued to the Cardholder.
- n) "Principal Cardholder" means any person in whose name a Card Account is maintained pursuant to such person's application for establishment of a Card Account.
- o) "Revolving Credit" means a credit facility with a minimum repayment option as determined by us from time to time.
- p) "SMS" means short message service which is an electronic communication done using a cellphone or cellular network.
- q) "Shillings" means "Kenya Shillings" in the currency of Kenya.
- r) "Statement" means the monthly statement referred to in Clause 6.1
- s) "Supplementary Cardholder" means a person nominated under clause 9.1 to whom the Bank shall have issued a Card on instruction of the Principal Cardholder.
- t) "our" "we" "us" or "the Bank" means Guaranty Trust Bank (Kenya) Limited. u) "you" or "your" means the Principal Cardholder.

**2. Applying for a Card and Acceptance**

- 2.1. Any application for a Card is subject to our normal credit approval process and criteria.
- 2.2. Before you sign the application form, please read this Agreement very carefully.
- 2.3. We will require certain information from you before we consider your application. You must provide complete and accurate information.
- 2.4. We may decline your application at our discretion.
- 2.5. We must verify your identity and may decline your application if you cannot give us satisfactory proof of your identity.

**3. Using your Card**

- 3.1. The Card must be signed by the Cardholder immediately on receipt and may only be used:-
  - 3.1.1. By that Cardholder;
  - 3.1.2. Subject to the terms of this Agreement current at the time of use;
  - 3.1.3. To obtain the facilities and benefits from time to time made available by the Bank in respect of use of the Card;
  - 3.1.4. During the validity period embossed on the Card;
  - 3.1.5. Subject to the right of the Bank in its absolute discretion and without prior notice, at any time to withdraw the right to use the Card for, or to refuse any request for authorization of, any particular Card Transaction and to publish any such withdrawal or refusal;
  - 3.1.6. Within the Credit Limit. In deciding whether this has been exceeded, the Bank may take into consideration the amount of any Card Transaction not yet debited and any authorisation given by the Bank in respect of any prospective Card Transaction;
  - 3.1.7. To obtain cash advances from the Bank or an ATM within a cash advance limit as shall be determined by the Bank and notified to the Principal Cardholder from time to time which shall form part of the Credit Limit;
  - 3.1.8. All Card Transactions, which take place in a currency other than Shillings and whether or not in Kenya, will be converted from the currency in which the Card Transaction took place into Shillings at the MasterCard's prevailing rate plus a margin imposed by the Bank as at the date of such conversion and shall be debited to the Card Account in Shillings;
  - 3.1.9. The Card may be used worldwide for Card Transactions expressed in the currency of the country of purchase. The monthly statement will be billed in Shillings.

**4. Safeguarding the Card**

- 4.1. The Cardholder will exercise all care necessary to ensure the safety of the Card and the secrecy of the PIN at all times.
- 4.2. The Cardholder shall not allow any person to use the Card with or without the knowledge of the PIN.
- 4.3. The Cardholder should never write the PIN on the Card or anything usually kept with it.
- 4.4. It is the duty of Cardholder to safeguard the Card with the same intensity they would apply for cash.
- 4.5. If the Card is lost, stolen or is for any other reason liable to misuse or the PIN has been disclosed to anyone, the Cardholder must immediately notify the Bank's Card Centre directly by telephone number +254 20 328 4390 / 391 or 0703084390/1 and such notification must be confirmed in writing immediately either by post to the address indicated in clause 21 herein below.
- 4.6. Until the Bank receives the formal notification, the Principal Cardholder will remain principally liable in respect of any misuse of the Card.
- 4.7. You will give the Bank all the information in your possession as to the circumstances of the loss, theft or misuse of the Card or disclosure of the PIN and take all steps deemed necessary by the Bank to assist in the recovery of the missing Card. In the event of any such loss, theft or misuse being suspected, the Bank may provide the police with any information it considers relevant. If a Card is reported as lost, stolen or liable for misuse, that Card must not subsequently be used but must be cut in half and returned immediately to the address indicated in clause 21 here in below.

**5. The Card Account**

The Bank will debit the Card Account with the amounts of all Card Transactions and Charges and any other liabilities of the Cardholder arising from the use of the Card. The Principal Cardholder will pay to the Bank all amounts so debited whether or not the Cardholder signs a sale or cash advance voucher.

**6. Monthly Statement and Payment**

- 6.1. We will send a Statement to your chosen email address every month.
- 6.2. The Statement will show all transactions on your Card Account up to the date of the Statement.
- 6.3. The Statement will show both the full and minimum amounts payable to us, on or before the due date shown on the Statement.

6.4. You must advise us in writing within thirty (30) days of the date of the statement should you believe the Statement is incorrect. You will have no claim if you do not advise us within that period and the Statement shall be deemed accurate and a conclusive record of accounts.

6.5. You should contact our Card Centre directly by telephone number +254 703 084 390/1 if you do not receive a monthly Statement. Failure to receive a monthly Statement will not entitle you to refuse or fail to pay any amount that is due to us.

6.6. We may verify and confirm any record of a deposit into your Card Account. Our records will be taken as correct unless the contrary is proved.

6.7. Your Card Account will be credited immediately with any deposit made into it, but the proceeds will only be made available once they are cleared. We will not accept any post - dated cheques or any other cheques made out to anyone other than the Principal Cardholder followed by the first 4 digits and last 4 digits of the card number e.g. 1234 \*\*\*\*\* 7890.

6.8. If your debit order is returned unpaid for any reason, we reserve the right to re-submit your debit order until all amounts outstanding have been paid in full.

6.9. Where applicable, we will send you regular updates on the status of your Card via SMS to the mobile number provided on your application form or notified to us in writing.

6.10. If your Card Account is in arrears, we may send you an SMS to remind you of the outstanding amount.

6.11. We do not guarantee the security of any SMS or other communication we may send you with regard to your Card Account and we will not be liable for any disclosure of information relating to your Card Account that is not attributable to our negligence or willful default.

**7. Payment and Interest**

7.1. All amounts charged to your Card Account are due in full within a specified number of days ( called a Credit Period), as determined by the Bank at its discretion from time to time, from the Statement date (this payment due date is called the Due Date). You may however choose to pay the Minimum Payment (this will be a specified percentage of the amount of Card Transactions plus full amount of interest, other charges and fees due as on the Statement date) shown on the Statement and revolve the balance (Revolved amount) to the next month.

7.2. If you shall repay the whole balance outstanding on a Statement before or by the Due Date, no interest shall be charged on any item appearing on the Statement.

7.3. If you pay at least the Minimum Amount by the Due Date and choose to revolve a part or full amount of the Revolved Amount (i.e. outstanding balance minus Minimum Amount), interest will be charged on the full amount of Revolved Amount from Transaction date to Due Date and on daily outstanding balance of Revolved Amount due from Due Date to next Statement date at the specified Revolving Credit Interest Rate.

7.4. For the purposes of interest calculation, payments made by you will first be offset against interest, fees, charges and oldest dated transaction amounts in descending order respectively.

7.5. If you fail to pay at least the Minimum Payment as shown in the Statement by the Due Date, a late payment penalty will be levied on the outstanding Minimum Payment amount on Due Date at the Bank's specified late payment penalty rate and will be added to the statement for the subsequent month. This is in addition to the interest payable on outstanding balance calculated as per clause 7.3 above on outstanding balance.

7.6. In case a Card Account is overdrawn beyond the Credit Limit as on any day, an overlimit fee will be charged on the maximum amount overdrawn on any particular day will be levied and added on the Statement for the subsequent month.

7.7. Payment on the Credit Account will take effect when received by the Bank and credited to the Card Account. If the payment is made by cheque it will take effect when cleared by the respective bank.

7.8. A flat handling fee will be charged if a cheque or other remittance is not honoured on first presentation.

7.9. The amount of any excess over the Credit Limit, any arrears and any Card Transactions made in breach of this Agreement will be immediately payable in full whether or not demanded by the Bank.

7.10. Non-receipt of the Statement by you does not discharge you from the obligations to pay all the amounts due on the Card Account.

7.11. You may not be entitled to interest on any credit balance there may be on the Card Account.

7.12. The Bank will inform you of the applicable, Minimum Payment, Revolving Credit Interest Rate, Late Payment Interest Rate, Over-limit Charge Rate and Handling Fee as described above, at the time of issuance of the Card. Subsequently, the Bank reserves the right to revise Minimum Payment, Revolving Credit and Handling Fee subject to provisions of clause 22.1 (ii) (b). The Bank shall neither be required to seek your consent nor that of the Supplementary Cardholder prior to making any change in the rate of and method of calculating any interest payable by yourself under this Agreement and the failure by the Bank to seek such consent from yourself and/or the Supplementary Cardholder as aforesaid shall not prejudice in any way whatsoever the recovery by the Bank of any interest charged as provided in this Agreement subsequent to any such change provided however that the Bank shall give you at least thirty (30) days' notice prior to any change in the rate or rates of interest payable. You hereby acknowledge and agree that such service of notice of change in the rate or rates of interest payable shall be deemed to be in conformity with the Consumer Protection Act, No 46 of 2012 of the laws of Kenya if served using any of the modes of service set out in Clause 21 below or any other modes of service permitted by law.

**8. Charges**

8.1. The following charges are payable in respect of the use of the Card and shall be debited by the Bank to the Card Account as follows:

- a) An annual subscription fees on issuance of the Card and on every subsequent annual renewal date;
- b) A cash advance charge on the amount of any cash advance debited to the Card Account.
- c) A card replacement fees in case a Card is lost or damaged.
- 8.2. The Bank will inform you of the applicable annual subscription fees, cash advance charge, card replacement fees as described above, at the time of issuance of the Card. Subsequently, the Bank reserves the right to revise (including waiving or addition of any other charges) any of the above subject to provisions of clause information it shall be enough for the Bank to produce a copy of the statement containing such information or the means by which the change was informed.

**9. Authorised User**

9.1 The Bank may issue Cards for use by any natural person nominated by the Principal Cardholder as Authorised User/Supplementary Cardholder on the Card Account. The Principal Cardholder shall be liable for all amounts arising from, or losses incurred by the Bank in connection with the use of the Card by an Authorised User (including any use in breach of this Agreement which the Bank shall be under no responsibility to prevent), which shall be debited to the Card Account. In addition to its other powers, the Bank shall cancel any Authorised User's Card at any time upon the request in writing of the Principal Cardholder and the return of such Card to the Bank, or upon the surrender of such Card to the Bank by the Authorised User. The Card shall remain the sole responsibility of the Principal Cardholder.

**10. Automated Teller Machine**

10.1 The Cardholder may use the Card together with his/her Personal Identification Number (PIN) to execute a transaction at any ATM or terminals designated by the Bank. If the Cardholder has selected such PIN, all security procedures as described herein apply to each transaction executed by the Cardholder who must exercise all necessary precautions against loss or theft of the Card or disclosure of the PIN.

**11. Withdrawal of use of the Card**

11.1. The Bank may at any time and without notice cancel or suspend the right to use any Card entirely or in respect of specific facilities or refuse to re-issue, renew or replace any Card, without in any case affecting your obligations under this Agreement which shall continue in force.

11.2. The decision of the Bank with respect to suspension (temporary or permanent), withdrawal or limitation of usage including reducing Credit Limit, will be at the Bank's sole discretion at its own judgment.

11.3. The Card remains the property of the Bank at all times. On request, all or any Card issued for use on the Card Account must be returned immediately to the Bank or to any other person acting for the Bank. The Bank shall notify the Cardholder the particulars of any such other person.

11.4. You as the Principal Cardholder shall be liable for all expenses incurred by the Bank in reclaiming a cancelled Card.

**12. Termination**

- 12.1. Either party to this Agreement may seek to terminate the same as follows:
- 12.1.1. The Principal Cardholder may terminate this Agreement by written notice to the Bank but such

Signature \_\_\_\_\_

termination shall only be effective on the return to the Bank of all Cards issued for use on the Card Account, and the payment of liabilities of the Principal Cardholder under this Agreement settled in full. Until such termination, the Bank may reissue Cards from time to time for use in accordance with this Agreement.

12.2. Notwithstanding any other provision, all indebtedness shall at the Bank's option, and without notice or demand being given, be immediately due and payable and the Bank may cancel this Agreement without notice in the event of:

- a) The death of any Cardholder.
- b) Insolvency of any Cardholder or failure by the Cardholder to pay any indebtedness hereunder or any other obligation of the Cardholder.
- c) The institution of garnishee, criminal proceedings, bankruptcy proceedings, attachment or execution proceedings involving any Cardholder or Authorised User.
- d) A breach or default of any provision of this Agreement. The Cardholder shall be liable for all legal fees and expenses incurred by the Bank including the attorney's collection commission.

### 13. Refunds and Cardholder Claims

13.1 The Card Account will only be credited with a refund in respect of the 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 subject of a defense or counterclaim against the Bank. No rights of the Cardholder against the Bank may be assigned or otherwise disposed of.

13.2 No Cardholder shall return for cash refund any goods and tickets for services obtained with the Card. Any such refund must be credited only through the Card Account.

### 14. Responsibility for Service

14.1 The Bank incurs no liability to any Cardholder if any Merchant denies or fails to honour the Card or if there is dispute as to the nature, quality of any goods or service acquired from the Merchant it being acknowledged that no Merchant is an agent of the Bank.

14.2 All claims including any right of set-off by the Cardholder and any dispute regarding any sales voucher or credit voucher or any transaction involving Card or other use of the Card Account shall be settled directly between the Merchant and the Cardholder and shall have no effect on the indebtedness of the Cardholder.

14.3 The Bank incurs no liability to the Cardholder for any malfunction of any ATM.

### 15. Foreign Currency

15.1 The Cardholder must be fully familiar and comply with all the applicable exchange control regulations when the Card is used outside the money area of the Republic of Kenya.

15.2 Card Transactions made in foreign currencies, will be shown on the statement in Shillings and is payable in Shillings converted at the exchange rate charged to the Bank on conversion by MasterCard Asia/Pacific Pte Limited plus a percentage on the converted amount of the value of the foreign transaction and which percentage can vary from time to time. This rate may not be the rate in effect on the date of the transaction.

### 16. Security

16.1 Internet transactions are not always secure. It is the Cardholder's responsibility to ensure that any Internet transaction is made on a secure site.

16.2 The Bank will not take any responsibility for any misuse of a Card as a result of the customer quoting their Card number over the Internet.

16.3 This Card must NOT be used to fund any acts of terrorism, for money laundering purposes, fraud, or any other illegal activities.

### 17. Liability for Indebtedness

17.1 The Principal Cardholder is liable to the Bank for all indebtedness incurred by any person Authorised by such Cardholder together with all the applicable charges and interest.

17.2 The Principal Cardholder's liability to the Bank with each Authorised User shall be joint and several for all indebtedness.

### 18. Purchases and cash advances made without a Card

18.1 If the Cardholder or anyone authorized to use the Card provides a mandate, whether such comprises a signed coupon, subscription voucher or telephone instruction or requests a cash advance or gives the card number to make a purchase or obtain a cash advance, without presenting the Card (such as for mail order, telephone order or Internet), the legal effect shall be the same as if the Card was used by the Cardholder and a sales voucher or other document or cash advance voucher was signed by the Cardholder.

18.2 The Bank shall debit the Card Account with the amount of all Card Transactions and the Cardholder will be liable to pay the Bank all the amounts so debited whether or not such a voucher or other document is signed by the Cardholder and irrespective of any rights or obligations as between the Merchant and the Cardholder.

### 19. Consents and conduct of the Account

19.1. Credit reference agencies

19.1.1. You consent to us:

19.1.1.1. Making enquiries about your credit record with any credit reference agency and any other party to confirm the details on this application.

19.1.1.2. Providing regular updates regarding the conduct on your Card Account to the credit reference agencies and allowing them to in turn make the record and details available to other credit grantors.

19.1.1.3. Listing your details with any credit reference agency should you default on your repayment obligations to us.

19.1.1.4. Releasing information to third parties for recovery and/or debt collection purposes.

19.2. Disclosure within Guaranty Trust Bank Group

19.2.1. You consent to us sharing information relating to your Card application, Card or Card Account, any of our affiliates or associates within the Guaranty Trust Bank Group for all purposes, including marketing.

19.2.2. You agree that we may request or authorise any of our affiliates or associates within the Guaranty Trust Bank Group to perform any or all of our obligations under these rules and that any of our affiliates or associates within Guaranty Trust Bank Group may exercise our rights under these rules. We may disclose information relating to your application, Card or Card Account to our affiliates or associates within Guaranty Trust Bank Group for purposes of the above including Card issuing, administration, dispute handling and debt collection.

### 20. Malfunction of Electronic Facilities

20.1. We are not responsible for any loss arising from any failure, malfunction or delay in any point-of-sale terminal or ATM, or our supporting or shared networks, where applicable, resulting from circumstances beyond our reasonable control.

### 21. Addresses for Notices

21.1. The postal and street address you supply on your application form will be regarded as your chosen address where notices may be given and documents in legal proceedings may be served. You must notify us in writing, one of our branches or via email immediately if your chosen street address or e-mail address changes.

21.2. You should send any legal notice to us at our chosen address:

21.2.1. Guaranty Trust Bank (Kenya) Limited, Sky Park building, Plot 1870, Westlands, Nairobi, Kenya, for the attention of the Head of Legal.

21.3. You acknowledge and agree 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.

21.4. We are entitled, but not obliged, to send you any notice in terms of this agreement to an email address you specified in your application form. Such email communication will be regarded as having been received by you unless the contrary is proved.

21.5. Any correspondence that we send to you by post will be considered to have arrived within seven (7) days of posting and any correspondence that we send to you by fax or email will be considered to have arrived on the day that it was sent.

21.6. We are obliged by law to regularly update your personal particulars, such as your residential

address and contact information. We may contact you from time to time in this regard.

### 22. General

22.1. The Bank may at any time amend these rules by giving you written notice provided that where the Bank desires to amend this Agreement and:

i) Subject to clause 21.1 (ii) the amendment changes any of the information prescribed under section 67(4) of the Consumer Protection Act, Act No 46 of 2012 of the laws of Kenya (i.e. information contained in the Statement), the Bank shall, within thirty (30) days after the amendment is made, deliver to the Principal Cardholder a supplementary disclosure statement setting out the changed information.

ii) the amendment changes any of the information prescribed under section 65(3) of the Consumer Protection Act, Act No 46 of 2012 of the laws of Kenya (i.e. information contained in the initial disclosure statement), the Bank shall deliver to the Principal Cardholder a supplementary disclosure statement setting out the changed information;

a) Within (30) thirty days after the amendment is made, if the change is not a material change, as prescribed; and b) At least thirty (30) days before the amendment is made, if the change is a material change.

22.2. On renewal or replacement of any Card, updated rules will be sent to your last chosen address. You are bound by the rules in force at the time of such renewal or replacement.

22.3. Neither you nor the Supplement Cardholder may vary these rules.

22.4. This Agreement will be governed by and interpreted in accordance with the laws of Kenya.

22.5. You agree that we may sue you in a Magistrate's court or any other competent court to recover any levies due as at the date of instituting the proceedings.

22.6. Any favour or concession we may give you will not affect any of our rights against you.

22.7. Should you default on your Card Account, the law allows us to use any credit balance in another of your Guaranty Trust Bank (Kenya) Limited accounts to set off any amount owing on your Card.

22.8. You must tell us immediately if you are under a bankruptcy order, become insolvent or have any other form of legal disability.

22.9. You will pay all our expenses and other costs in recovering any outstanding amounts you owe us, including legal fees on an attorney and own client scale, collection, tracing and penalty fees.

22.10. A certificated signed by any of our managers (whose appointment need not be proved) as to the amount of your debt to us, the fact that the amount is payable, the rate of interest payable and the date from which such interest is calculated and any other matter relating to the debt, will on its mere production, be sufficient proof of the facts stated in the certificate, unless the contrary is proved.

22.11. We can close your Card Account, restrict activity, reduce your Credit Limit or suspend access to your Card Account if we in any way know or suspect that your Card Account is being used fraudulently, negligently or for illegal activities or if we must do so to comply with the law, without notice to you.

22.12. The Bank shall not be liable if it is unable to perform its obligations under this Agreement due (directly or indirectly) to the failure of any machine, data processing system or transmissions link or to industrial dispute, strikes, lock outs, acts of any public enemy, wars, blockades, insurrections, riots, epidemics, landslides, governmental regulations and directions and anything outside the direct control of the Bank, its agents or sub-contractors.

22.13. If we close or suspend access to your Credit Account for any reason, we will not be liable to you for any direct, indirect, consequential or special damages arising from any act or omission by us or any third party for whom we are responsible, whether arising in contract, or statute.

22.14. If the Bank is unable to produce or send a statement in respect of the Card Account, the Principal Cardholder's liability for the late payment charges shall continue for the purpose of calculating such charge, and in establishing the date on which payment is due, the Bank may select a date in each calendar month as the statement date.

22.15. The Bank shall not be liable, responsible or accountable in anyway whatsoever for any loss, injury or damage whatsoever arising from the use of any ATM and the Principal 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 the use by any Cardholder of an ATM or any breach of this agreement by any Cardholder.

22.16. The Bank may demand at its discretion any amounts due on the Card Account if there is any breach of the Agreement herein by the Principal Cardholder or any Supplementary Cardholder.

22.17. Agreement may be withdrawn at any time without notice.

22.18. The Cardholder warrants the complete accuracy of the information given upon the application for establishing the Card Account and any subsequent communication with the Bank.

22.19. The Bank may assign its rights and benefits under this Agreement at any time.

22.20. This Agreement shall be governed in all respects by the laws of Kenya and the parties submit to the exclusive jurisdiction of the Kenya courts.

I/We confirm that I/We have read and fully understood the Terms and Conditions (as may be amended from time to time by the Bank) and I/We hereby accept and agree to be bound by them

Applicant's Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

