

▶ Platinum Credit Card Application Form

www.cbagroup.com

Personal Checklist

CBA account holders

- ▶ Original ID /Passport and Copy
- ▶ Original PIN Certificate and Copy
- ▶ Copy of utility bill (electricity, telephone, water) not more than 3 months old

Non CBA account holders

- ▶ Original ID /Passport and Copy
- ▶ Original PIN Certificate and Copy
- ▶ Copy of utility bill (electricity, telephone, water) not more than 3 months old
- ▶ 1 (one) passport size photograph
- ▶ Payslips for the last 3 months (Original or Copy Certified by Employer)
- ▶ Certified Bank Statements for the last 6 months

PERSONAL INFORMATION *(Principal Card Holder)*

Mr./ Mrs./ Ms./ Dr./ Prof./ Hon. _____ Other _____

Name _____
First Middle Last

Date of birth _____ PIN _____ Nationality _____
(DD/MM/YYYY)

Country of Birth _____

Place of birth _____

Marital Status Single Married Divorced Widowed

Number of dependents including spouse _____

Gender Male Female

Identification Document _____ Document No. _____
(National ID, Passport, Alien ID, Disciplined forces ID)

Postal Address _____ Postal Code _____ City/Town _____ Country _____

Physical Address *(Residential)* _____

Plot No. _____ Length of stay at current residence in years _____ Nearest Landmark _____

Is the property Company House Rented Own House Live with parents

Mobile 1 _____ Mobile 2 _____

Email *(Preferred)* _____ Email *(Others)* _____

NEXT OF KIN

Name _____

Relationship Spouse Child Parent

Other *(Specify)* _____

Tel _____ Postal Address _____ Postal Code _____

Town/ City _____ Country _____

Mother's maiden name *(or name of your choice)* for security reasons _____

EMPLOYER/ BUSINESS DETAILS

Employment type Permanent Pensionable Contract Casual Self Employed

Other *(Specify)* _____

Occupation _____ Name of Employer _____

Employee Department _____ Employee Position _____

If Self employed, State Nature of Business _____

Any other additional sources of income: Source _____

Amount per month KShs/USD _____

BANKING DETAILS

CBA Account No's.

I. _____ Length of time account held _____

II. _____ Length of time account held _____

If you have other Bank accounts please give us details

Name of bank _____ Branch _____

Type of Accounts Current Savings Deposit

Acc Nos. _____ Held for _____ Years _____

OTHER FINANCIAL DETAILS

Do you own a house or other commercial property? Yes No

If yes what is the estimated market value and location? _____

Current mortgage outstanding _____ Account Number _____

If you're paying rent for your current accommodation, what is the rent per month? _____

Other loans/Credit _____

NAME OF LENDER	MONTHLY PAYMENT	CURRENT BALANCE
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

OTHER CREDIT CARD DETAILS

Issuer (Name of Bank) _____ Credit Limit _____

Card No. _____ Held since _____

Issuer (Name of Bank) _____ Credit Limit _____

Card No. _____ Held since _____

CBA Credit Card limit requested for: KES _____

ADDITIONAL CARD HOLDER

Do you wish to have a card issued to another member of your family*? If yes, please provide their details and signature below

(Must be over 18 years old)

Yes No Limit _____

*Please attach one coloured passport size photograph and original ID/Passport of the additional cardholder.

Name _____

Mr./ Mrs./ Ms./ Dr./ Prof./ Hon. _____ Other _____

Employer (if applicable) _____ Occupation _____ Date of birth _____

Tel No. _____ Mobile No. _____ Country of Birth _____

Place of birth _____ Passport No. _____ Country of issue _____

Nationality _____ Relationship to principal card holder _____

Email Address _____

Please issue me with a supplementary card as indicated above. I warrant that the information given in the application form is true and complete and I authorize you to make any inquiries necessary in connection with this application. I have read, accepted and agree to be bound by the CBA VISA Card General Terms and Conditions of use (*as amended from time to time*).

Signature of additional cardholder _____ Date _____

CARD DELIVERY

Please indicate which CBA Branch you wish to collect your card(s) from.

Branch/Specify _____

REFEREES

	Referee 1	Referee 2 (<i>must be a relative</i>)
Full Name		
Relationship		
No. of years acquainted		
Nationality		
Tel.Home		
Tel. Work		
Tel. Mobile		
Physical address Work/Residence		
E-Mail Address		

RECREATION INTERESTS (*please tick as appropriate*)

- | | | |
|--|--|---|
| <input type="checkbox"/> Art/Antiques | <input type="checkbox"/> Fine foods/Wine | <input type="checkbox"/> Photography |
| <input type="checkbox"/> Athletic/Other Activity sport | <input type="checkbox"/> Foreign travel | <input type="checkbox"/> Tennis/Other Racket sports |
| <input type="checkbox"/> Bicycling/Mountaineering/Hiking | <input type="checkbox"/> Golf | <input type="checkbox"/> Water sport |
| <input type="checkbox"/> Dance/Ballet | <input type="checkbox"/> Health club/gym | <input type="checkbox"/> Others (<i>please specify</i>) |
| <input type="checkbox"/> Equestrian sports | <input type="checkbox"/> Music/Theatre | _____ |

FEES

Personal VISA Platinum Card

Joining	Nil
Annual Subscription fees	KShs. 7,000
Supplementary Card	Free for first 5 cards and KShs. 2,000 for any additional card

DIRECT DEBIT INSTRUCTIONS

This facility allows automatic debiting of your CBA Current Account or Savings Account for settlement of your monthly statements.

How does it work?

Payment is made automatically from your nominated CBA account in accordance with your instructions to settle your CBA Visa 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 CBA of the amounts due and when they will be charged to your bank account. Should you have a query about payment, you may contact us for immediate action.

DIRECT DEBIT INSTRUCTIONS

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

Percentage _____

Account Name _____

Account Type _____

Account No. _____

INSTRUCTION TO THE BANK

I/We instruct you to pay autocredit payments from my/our account at the request of CBA VISA 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 _____

GENERAL TERMS AND CONDITIONS - CREDIT CARD

1. DEFINITIONS

In these conditions:

- a. "TERMS AND CONDITIONS" means these terms and Conditions which govern the relationship between the Bank and the Card holder, as varied from time to time;
- b. "CARDHOLDER" means any person for whose use a Card is issued by the Bank;
- c. "AUTHORIZED USER" means a person other than the Principal Cardholder nominated under condition 10 to whom the Bank shall have issued a Card;
- d. "THE BANK" means Commercial Bank of Africa Limited or CBA;
- e. "ATM" means an Automated Teller Machine;
- f. "CARD" means the CBA Visa Gold or CBA Visa Classic Card issued to the Cardholder;
- g. "ACCOUNT" means a record or statement of financial expenditure or receipts relating to a particular period or purpose
- h. "CARD ACCOUNT" means an Account maintained by the Bank in relation to Card transactions;
- i. "TRANSACTIONS" means any payment made or cash advance obtained by the card, the card number or in any manner authorized by a Cardholder for debit to the Card Account.
- j. "CREDIT LIMIT" means the maximum debit balance permitted to the Card Account as determined by the Bank in its sole discretion and notified to the Principal Cardholder.
- k. "DUE DATE" means the date as indicated in the statement referred to in clause 5 below or as determined by the Bank pursuant to these Terms & Conditions;
- l. "PIN" means any Personal Identification Number issued to the Principal Cardholder or subsequently selected by the Principal cardholder where self-selection is available;
- m. "PRINCIPAL CARDHOLDER" means a person in whose name a Card Account is maintained pursuant to such person's application for establishment of a Card Account.
- n. "KENYA" means the Republic of Kenya.

2. THE CARDHOLDER'S OBLIGATION

The Cardholder agrees and undertakes they shall comply with these Terms and Conditions and shall not be entitled to deny or dispute either authority or the signatories to this Agreement or the authority or actions of any Cardholders' or to avoid liability arising from this Agreement and the Card Transactions.

3. CREDIT LIMIT

The Cardholder will not permit indebtedness to exceed the

credit limit established by the Bank from time to time. The credit limit appears on the Bank's monthly statement ("statement")

4. LIABILITY FOR INDEBTEDNESS

The Cardholder is liable to the bank for all indebtedness, including indebtedness incurred by any person authorized by such Cardholder and indebtedness together with applicable rates or interest, which exceeds the credit limit. The Cardholder's liability to the Bank with each supplementary card shall be joint and several for all indebtedness.

5. PAYMENT OPTIONS

The indebtedness of the Cardholder to the bank shall be paid by the payment due date appearing on the statement issued in the name of the Cardholder as follows:

- a. In full;
- b. By a part payment equal to 20% of the unpaid balance shown on the statement, or
- c. Such other payment notified to the Card Holder from time to time. In addition, any indebtedness exceeding the full credit limit will be paid immediately, and if the balance shown on a statement is less than Kshs. 5000 or USD 80, it will be paid in full by the payment due date appearing on the statement.
- d. All payments to the Bank must be made at a CBA branch or duly authorized agent
- e. Payments to reduce indebtedness shall be applied by the Bank in the following order; interest charges; transaction fees and other charges including legal fees; billed cash advances; billed purchases; unbilled cash advances and unbilled purchases.

6. INTEREST

The Cardholder shall pay interest to the Bank on the indebtedness, at the monthly percentage rate of 3.5%, or such other rate as may be set by the Bank from time to time, at its sole discretion subject to a 30 days' Notice. The rate of interest will be notified to the Cardholder in the monthly statement from time to time as follows:

- a. Cash advances: Interest is charged on cash advances from and including the day it is obtained.
- b. Other indebtedness: Interest is charged on all indebtedness, other than cash advances from and including the day it is charged to the account, except that interest is not charged on indebtedness, other than cash advances which appear on the statement for the first time if all indebtedness shown on the statement is paid in full by the statement's payment due date. If the Cardholder pays less than the full amount to the Bank, the Cardholder is requesting the Bank to extend the credit period for which interest will

continue to accrue from the day the indebtedness is charged to the account until all amounts outstanding together with the accrued interest is paid in full.

- c. Unbilled purchases, as set out in section 6(b) herein above

7. FEES AND OTHER CHARGES

7.1 The Cardholder will pay the Bank:-

- a. A joining fee in respect of the account for the cards and any additional cards thereof
- b. An annual subscription fee per card and all additional cards thereafter
- c. A transaction fee for each cash advance charged to the account
- d. An administration fee and which can vary from time to time for each cheques auto pay/standing order received by the Bank in payment of the indebtedness which is subsequently dishonoured;
- e. Interest on all overdue amounts, calculated at the maximum permissible interest rates as amended from time to time and calculated from the date of each Card Transaction as recorded on each Statement to the date of payment.

7.2 The Bank will have the right to debit your Card Account with all fees and other charges payable in connection with the use of the Card from time to time. These include, but are not limited to, a subscription fee, a card replacement fee, a bulletinized card fee, a returned payment fee, an over-facility fee, a handling fee, a currency conversion fee and a copy document fee in respect of the issue of the Card or the use thereof by the Cardholders.

7.3 If the Bank gives a provisional credit for any disputed Card transaction while investigating such Card Transaction but thereafter reverses such credit, the Cardholder will be liable for interest from the Statement date of the Card Transaction concerned.

7.4 The Bank is hereby authorized to debit the Card Account with all legal costs, which may be incurred in exercising any rights in terms of these Terms and Conditions. These charges shall include all legal charges, investigation charges, tracing fees and debt collection charges.

8. INSURANCE

8.1 The Bank will require the Cardholder to take out insurance to cover death, disability and retrenchment through the Bank's insurance plan. The Bank's preferred Insurance Agency is Commercial Bank of Africa Insurance Agency Limited (CBAI). However the Cardholder is at liberty to use an Insurance Agency of their choice. However, CBA reserves the right to decline the Cardholder's choice on reasonable grounds.

8.2 If the Cardholder opts for another insurance provider, they shall be required to arrange with the preferred insurance company to assign the cover to CBA to the extent of the loan amount/ credit limit and the Bank will reserve

the right to verify the details of the assigned policy. The Cardholder should present the assigned policy document to the Bank prior to issuance of the credit card.

8.3 The Cardholder undertakes to pay without delay the insurance premiums stipulated by the Bank from time to time. The Cardholder also understands and accepts that in the event of default on the facility or delay in payment of insurance premiums, the insurance may not be valid and the Cardholder will continue to be liable for repayment of all monies due to the Bank.

8.4 The Cardholder also acknowledges and accepts the benefits, scope of cover and exclusions detailed in the CBA insurance form. The Cardholder will continue to be liable for any shortfall in the amount received from the insurers.

8.5 The Cardholder shall give written notice to the Bank within 48 hours of any occurrence which gives rise or might give rise, to a claim under the policy of insurance and, except with the prior written consent of the Bank, the Cardholder shall not agree to settlement of any such claim.

8.6 All proceeds received by the Bank in respect of any claim made under the insurance will be applied by the Bank in repayment of the outstanding card balance. Any surplus after such application will be paid to the Cardholder's account or to the nominated beneficiaries in the event of death.

9. AUTOMATED TELLER MACHINE

The Cardholder may use the Card together with such Cardholder's Personal Identification Number ("PIN") to execute a transaction at any of the automated teller machines or terminals designated by the Bank from time to time, provided such Cardholder has selected such PIN subject to the security procedures regarding the issuing of such. If the Cardholder has selected such PIN, those procedures in addition to the Terms hereof, apply to each transaction executed by such Cardholder's card together with such Cardholder's PIN. The Cardholder must exercise all necessary precautions against loss or theft of the card or disclosure of the PIN ensuring that any record of the PIN is kept separate from the card.

10. STATEMENTS, ERRORS IN STATEMENTS; COPIES OF DOCUMENTS

10.1 The number of days covered by each statement will vary between 28 days and 32 days

10.2 If the Cardholder does not notify the Bank in writing within 7 days after the date of statement of any error or omission, the statement will be conclusively settled to be complete and correct except for any amount improperly credited to the account. A microfilm or other copy whether signed or not of the sales voucher, cash advance voucher, or other document, in electronic or other form, relating to a transaction involving a card or other use of the account will be sufficient to establish liability.

11. PURCHASES AND CASH ADVANCES MADE WITHOUT A CARD

- 11.1 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 a request for cash advance, or gives the account number, to make a purchase or obtain a cash advance without presenting the card (such as for a mail order or telephone order purchase) the legal effect shall be the same as if the card was presented and used by the cardholder and a sales voucher or other document or cash advance voucher was signed by the Cardholder. The Bank shall debit the 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.
- 11.2 Notwithstanding any other provision contained in this Agreement, The Cardholder shall be liable for any indebtedness resulting from the use of the card by any other person using the card with the express or implied consent of the Cardholder.

12. OWNERSHIP OR CANCELLATION OF CARD

The card is not transferable and remains the Bank's property at all times. Any card may be cancelled and its privileges revoked at any time by the Bank or its Agent at its sole discretion. The cardholder shall not be entitled to use a card, which has been cancelled, and shall be required to surrender the card upon demand to the Bank or its Agent. The Cardholder shall be liable for any expenses incurred by the Bank in reclaiming a cancelled card.

13. ENTIRE BALANCE DUE

- 13.1 Notwithstanding any other provision, all indebtedness shall, at the Bank's option, and without notice or demand being given, be immediately due and payable,
- 13.2 The Bank reserves the right to set off any indebtedness against any deposit to the account or accounts of the Cardholder.

14. CANCELLATION OR AMENDMENT OF AGREEMENT

- 14.1 The Bank may terminate vary, amend or substitute these Terms and Conditions by a written notice sent to Cardholder or either the postal or physical address (which physical address shall be Cardholder's last known postal address appearing in the Bank's records) or by any other means. An amendment may apply both to existing indebtedness and to indebtedness arising after the amendment is made. Continued use of the card by any Cardholder or maintenance of any indebtedness following the effective date mentioned in the Bank's notice shall be deemed acceptance by the Cardholder of such new provisions as of such effective date and no amendment of these terms and Conditions nor the renewal or replacement of a card

will constitute a negation of the Terms and Conditions.

- 14.3 The Bank may terminate the Credit Card account and require immediate payment of indebtedness at any time without notice, in the event of:-

- a. The death or insolvency of any Cardholder or failure by Cardholder to pay any indebtedness hereunder or any other obligation of Cardholder to the Bank;
- b. The institution of garnishee, criminal proceedings, attachment or execution proceedings involving any Cardholder, or Cardholder's property, or criminal action;
- c. A breach or default of any provision of this Agreement. The Cardholder shall be liable for all legal fees and expenses on an attorney and own client scale including attorney's 10% collection commission

- 14.4 All notices to the Bank must be posted by prepaid registered post to the Bank's Card Centre at P.O. Box 30437, 00100 Nairobi. For the purpose of delivery or service of judicial process the Bank advises its address as being Commercial Bank Building, Mezzanine Floor, Mara/Ragati Roads Upper Hill, a receipt stating the date and time of delivery must be obtained. Should Cardholder cancel this agreement, notice of cancellation must be accompanied by the card; failing which cancellation will not be effective.

15. RESPONSIBILITY FOR SERVICE

The Bank incurs no liability to the Cardholder if any merchant denies or fails to honour the card or if there is a dispute as to the nature, quality of any goods or services acquired from the merchant it being acknowledged that no merchant is an agent of the Bank. All claims, including any rights of set off by the Cardholder, and any dispute regarding any sales voucher or credit voucher, or any transaction involving a card or other use of account, shall be settled directly between the merchant and the Cardholder and shall have no effect on the indebtedness. Any refund made by means of a credit voucher or other document issued by a merchant will be credited to the card account upon its receipt by the Bank from the merchant. Until the credit voucher or other document or the value thereof is received by the Bank, the indebtedness is payable to the Bank in accordance with the provisions of this agreement.

16. TRANSACTION IN A DIFFERENT CURRENCY

The Cardholder must be fully familiar and comply with all the applicable Exchange Control Regulations when the card is used for transactions in a currency that is different from the card currency. Card transactions made in different currency will be shown on the statement in the card currency and are payable in the card currency converted at the exchange rate charged to the Bank on the date of conversion together with a conversion fee which is a percentage of the value of the foreign transaction and which percentage can vary from time to time. This exchange rate may not be the rate in effect on the date of the transaction.

17. CARD LOSS OR THEFT

- 17.1 The Cardholder agrees to immediately notify the Bank if any card is lost or stolen or is used without Cardholder's authority. Such notification may be verbally but must be confirmed in writing within 48hrs. Delay in notification or written confirmation will be construed as negligence.
- 17.2 Until notification of the loss, theft or unauthorized use of such card has been received by the Bank, Cardholder shall be liable for:
- a. All indebtedness resulting from the loss, theft or unauthorized use of such card which has been incurred pursuant to any one or more transactions in which only such Cardholder's card is being used to execute such transaction(s) concluded before the Bank is reasonably able to act, the Cardholder will only be liable for indebtedness up until receipt of the aforesaid written notice by the Bank; and
 - b. All indebtedness resulting from the loss, theft or unauthorized use of such card which is incurred pursuant to any one or more transaction in which such Cardholder's card and PIN have been used together to execute such transaction(s).

18. CREDIT INFORMATION

- 18.1 The Cardholder hereby authorizes and consents to the Bank receiving and exchanging with other persons any financial information about Cardholder from time to time, including the sharing and exchange of credit information concerning the Cardholder, with any credit bureau.
- 18.2 The Cardholder consequently indemnifies the Bank for any loss or damages arising as a result of incorrect information being processed by the Bank or any credit bureau or any other person or company with whom the Cardholder has or may have financial dealings or as a result of any information provided by the Bank in respect of the Cardholder account. The Bank will however endeavour, to ensure that all information and data are correct.

19. TERMINATION

- 19.1 The principal credit cardholder may terminate these provisions under this clause by written notice to the bank, but such termination shall only be effective on return to the bank of all cards issued on the cardholders account and the payment of liabilities of the principal cardholder under this agreement. Until such termination, the bank may reissue credit cards from time to time for use in accordance with this agreement.
- 19.2 All notices to the Bank must be posted by registered post to the Bank's Card Center Department at P.O. Box 30437, 00100 Nairobi, Kenya. For the purpose of delivery, the address is, Commercial Bank of Africa Limited, Commercial Bank Building, Mezzanine Floor, Mara/Ragati Roads Upper Hill.

20. SAFEGUARDING THE CREDIT CARD AND THE PIN

- 20.1 The Cardholder will exercise all care necessary to ensure the safety of the card and the secrecy of the PIN at all times. The Card holder will not disclose the Credit Card Number to any third party except in connection with encashment usage or for the purpose of a Credit Card transactions or when reporting the actual loss or theft of the Card;
- 20.2 A Principal Cardholder may only reveal the PIN to an Authorized User;
- 20.3 A Cardholder shall never allow any other person to use the card with or without the PIN;
- 20.4 A Cardholder shall always take due care to safeguard the safety and secrecy of the PIN and shall not write the PIN on the card or any document usually kept with the Card;
- 20.5 If the card is lost, stolen or for any other reason becomes liable to misuse, or the PIN has been disclosed to anyone other than the Authorized user, the Cardholder must immediately notify the Bank Card Centre at the address as contained in this Agreement and/or on the Card. If this notification is given orally, it shall not take effect unless followed by a confirmation in writing to the Credit Card Manager P.O. Box 30437, 00100 Nairobi.
- 20.6 Until the Bank receives the formal notification, the Principal Cardholder will be liable in respect of any use of the card. After the Bank has been effectively notified, the Principal cardholders liability for any subsequent use of the card other than the by a Cardholder will cease provided that the Credit Card has not been used by a person who acquired possession of it with the cardholders express or implied consent;
- 20.7 The Cardholder will give the Bank all information in the cardholders 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 a missing Credit 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 to misuse, that card must not subsequently be used but must be cut in half and returned immediately to Credit Card Manager P.O. Box 30437 00100 Nairobi.

21. REFUNDS AND CREDIT CARDHOLDER CLAIMS

- 21.1 The Credit Card Account will only be credited with a refund in respect of a Credit Card transactions if the Bank receives a refund voucher or 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.
- 21.2 No rights of the Cardholder against the Bank may be assigned or otherwise disposed of;
- 21.3 The Principal Cardholder shall not be entitled to interest on any credit balances there may be in the Credit Card Account.
- 21.4 No Credit Card holder shall return for cash refund any

goods and tickets for services obtained with the card. Any such refunds must be credited only through the Credit Card Account.

22. AUTHORIZED USE OF THE CARD

- 22.1 The Bank may issue a Credit Card for use by any natural person nominated by the Principal Credit Cardholder as an Authorized User on the Credit Card Account. The Principal Credit Cardholder shall be liable for all claims arising from or losses incurred by the Bank in connection with the use of the card by an Authorized User (including any use in breach of this Agreement which the Bank shall be under no responsibility to prevent) and any expenses or charges therefrom shall be debited to the account. Without limitations to the Bank powers, the Bank may cancel any Authorized Users Credit Card at any time upon the request in writing of the Principal Credit Cardholder and the return of such Credit Card to the Bank, or upon the surrender of such card to the Bank by the Authorized User. Restrictions on use of a card
- 22.2 Neither the principal Cardholder nor any authorised user may use a card for any unlawful activity (including a purchase of goods or services that is illegal or prohibited by the laws of Kenya or by the laws of the country where the purchase is made); or to pay debts incurred in connection with online gambling, wagering or betting activities conducted via internet.
- 22.3 The Bank may refuse to approve transactions made using a card if we believe or suspect the transactions are illegal, fraudulent, dishonest or unauthorised. However, the Bank need not determine or enquire into the purpose or legality of the transaction.

23. GENERAL

- 23.1 The Bank shall not be liable if it is unable to perform its obligation under this Agreement due (directly or indirectly) to the failure of any machine, data processing system or transmissions link or to industrial dispute, strikes, lock outs, acts of any public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, flood, civil disturbances, terrorism, governmental regulations and directions and anything outside the direct control of the Bank, its agents or sub-contractors;
- 23.2 If the Bank is unable to produce or send a monthly statement in respect of the Credit Card Account, the Principal Credit Cardholder's liability for the overdue payment charge shall continue to accrue. 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.
- 23.3 The Bank shall not be liable, responsible or accountable in any way whatsoever for any loss, injury or damage howsoever arising from the use of the ATM and the

Principal Credit 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 any use by a Credit Cardholder of an ATM or any breach of this Agreement howsoever, whensoever and heresoever arising.

- 23.4 The Principal Credit Cardholder shall immediately notify the Credit Card Manager CBA Card Centre, P.O. Box 30437 00100 Nairobi, Kenya in writing of any change of name of address.
- 23.5 Any other facilities or benefits made available to Credit Cardholders as such and not forming part of this Agreement may be withdrawn at any time without reference to this Agreement.
- 23.6 The Credit Cardholder warrants the complete accuracy of the information given upon the application to establish the Credit Card Account and any subsequent communication with Bank.
- 23.7 The Credit Cardholder shall not make any payment to any person except the Bank in respect of goods or services obtained with the use of the card.
- 23.8 The Cardholder agrees and acknowledges that the Bank may file a claim in a court of competent jurisdiction to recover any levies due as at the date of instituting the proceedings.
- 23.9 Any waiver indulgence or concession the Bank may give the cardholder will not affect any of the Banks rights against the card holder.
- 23.10 The Cardholder will pay all our expenses and other costs in recovering any outstanding amounts owed to the Bank, including legal fees on an attorney and own client scale, collection, tracing and penalty fees.
- 23.11A certificate signed by any of the Bank managers (whose appointment need not be proved) as to the amount of your debt to the Bank, 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.
- 23.12The Bank may without any Notice to you, restrict activity, reduce your limit or suspend access to your card account if the Bank in any way knows or suspects that the card account is being used fraudulently, negligently or for illegal activities or if the bank is obligated to do so to comply with the law.
- 23.13 If the Bank closes or suspends access to the Card account for any reason, the Bank will not incur any liability for any direct, indirect, consequential or special damages arising from any act or omission by the Bank or any third party for whom the Bank is are responsible, whether arising in contract, or statute.
- 23.14 These term and conditions are in addition to any other

Terms and Conditions governing any accounts with the Bank and will be governed by and interpreted in accordance with the laws of Kenya.

24 GENERAL PROVISIONS

24.1 The Customer shall not assign any benefit or any rights arising hereunder without the prior written consent on confirmation from the Bank.

24.2 No waiver by the Bank of any breach by the Customer of any of the terms and conditions hereof shall be effective unless it is an express waiver in writing of such breach. No waiver of any such breach shall waive any subsequent breach by the Customer.

24.3 The Customer acknowledges:

- a. That it has not relied any representation, warranty, promises, statement or opinion or other inducement made or given by or on behalf of or purportedly by or on behalf of the Bank in deciding to; and that
- b. No person has or has authority on behalf of the Bank whether before, on or after the subscription to make or give any such representation, warranty, promise, statement or opinion or other inducement to the Customer or to enter into any collateral or side agreement of any kind with the Customer in connection with the Service.

24.4 The terms and conditions hereof supersede all prior agreements, arrangements and understandings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof. For the avoidance of doubt, nothing herein shall vary, discharge or in any other way affect or prejudice any security granted by the Customer or any third party in favour of the Bank in relation to any obligations of the Customer which may arise if any Request from the Customer hereunder is acted upon by the Bank.

24.5 If any provision of these terms and conditions is or becomes illegal, invalid or unenforceable in any jurisdiction, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remaining provisions of these terms and conditions.

24.6 Any notice required to be given in writing under these terms and conditions shall be sufficiently served if sent by registered post, stamped and properly addressed;

- a. To the Manager of the Branch or of the Bank at the address of the Branch or the Bank set out in this Agreement, if to be served on the Bank.
- b. To the Customer at the address given for the Customer in this Agreement, if to be served on the Customer and shall be deemed to have been served five (5) Banking days after posting.

25 CONFIDENTIALITY AND DISCLOSURE

25.1 The Customer undertake to maintain strict confidentiality of its ID, Password and PIN and any other information and materials of any nature supplied to it by the Bank

in relation to the Service. The Customer agrees to notify its agents, employees and/or sub-contractors of the provisions of this paragraph and to impose this confidentiality requirement on its agents, employees and/or sub-contractors entering into separate agreements, if necessary. The Customer shall be fully liable to the Bank for any breach of the provisions of this paragraph by itself, its employees, agents and/or sub-contractors.

25.2 The Customer hereby agrees that, if necessary for the provision of the Service, the Bank may disclose information about the Customer to any member of the Bank Group or the Customer Group.

25.3 The Customer also hereby agrees that the Bank may disclose information about the Customer to third parties' in the following circumstances:-

- a. Where such disclosure is necessary in order for the Bank to act on a Request.
- b. In order to comply with any law regulation or court order. If the Bank has to obey an order for information from an authorized government body, the Bank shall, to the extent required by law, notify the Customer before giving out the information.
- c. Disclosure to the Bank's agents, sub-contractors, auditors, attorneys and other professional service providers to the extent required in the normal course of their duties.
- d. Disclosure to a licensed credit reference agency the services of whom the Bank may be subscribed to.
- e. If it involves a claim by or against the Bank in respect of an item deposited or drawn against the Customer's account.
- f. If the Customer authorizes the disclosure.

26 FOREIGN ACCOUNT TAX COMPLIANCE ACT

a. The Customer hereby expressly acknowledges and agrees that pursuant to the Foreign Account Tax Compliance Act (FATCA) enacted under the Laws of the United States of America (US), the Bank is or may be required for US citizens or residents to disclose and report certain information concerning his/her/their account to the relevant authorities including but not limited to the US Internal Revenue Service ("US Authorities"). Additionally FATCA may require the Bank to deduct, withhold and remit such taxes or monies to the US Authorities as may be directed by them from time to time.

b. The Customer hereby expressly consents and authorizes the Bank to disclose, respond, advise, exchange and communicate the details or information pertaining to the Customer's account(s) to the US Authorities and to deduct, withhold and remit such monies or taxes as may be directed by the US Authorities to enable the Bank to fulfil its obligations under FATCA and other enabling US statutes.

c. The Customer hereby irrevocably releases and fully

discharges CBA, its directors, officers, employees, servants and agents and related parties from any and all claims, liabilities, damages, loss or expense arising from CBA disclosing and reporting any such information concerning the Customer's account(s) to the US Authorities and/or deducting, withholding and remitting any monies to the US Authorities.

27 INTELLECTUAL PROPERTY RIGHTS

The Customer acknowledges that the intellectual property rights in the system (and any amendments thereto from time to time) and all associated documentation that the Bank provides to the Customer through the system or otherwise are vested either in the Bank or in other persons from whom the Bank has a right to use and to sub-license the system and/or the said documentation. The Customer shall not infringe any such intellectual property rights. The Customer shall not duplicate, reproduce or in any way tamper with the system and associated documentation without the prior written consent of the Bank.

28 INDEMNITY

In consideration of the Bank complying with the customer's instructions in relation to any of his accounts with the Bank or the service, the Customer undertakes to indemnify the Bank and hold it harmless against any loss, charge, damage, expense, fee or claim which the Bank suffers or incurs or sustains thereby and the Customer absolves the Bank from all liability for loss or damage which the Customer may sustain from the Bank acting on the customer's instructions or request or in accordance with terms and conditions. The indemnity shall also cover the following:

- a. All demands, claims, actions, losses and damages of whatever nature may be brought against the Bank or which it may suffer or incur arising from the malfunction or failure or unavailability of any hardware, software, or equipment, the loss or destruction of any data, power failures, corruption of storage media, natural phenomena, riots, acts of vandalism, sabotage, terrorism, any other event beyond the Bank's control, interruption or distortion of communication links or arising from reliance on any person or any incorrect, illegible, incomplete or inaccurate information or data contained in any request received by the Bank.
- b. Any loss or damage that may arise from the Customer's use, misuse abuse or possession of any third party software, including without limitation, any operating system, browser software or any other software packages or programs.
- c. Any authorized access to the Customer's accounts or any breach of security or any destruction or theft of or damage to any of the customer's equipment.
- d. Any loss or damage occasioned by the failure by the

Customer to adhere to any terms and conditions applicable to the service and/or by supplying of incorrect information or loss or damage occasioned by the failure or unavailability of third party facilities or systems or the inability of a third party to process a transaction or any loss which may be incurred by the Bank as a consequence of any breach by the Customer of the terms of this agreement.

- e. Any damages and costs payable to the Bank in respect of any claims against the Bank for recompense for loss caused by (a), (b) and/or (c) of subparagraph 15.8.1 where the particular circumstance is within the customer's control.

29 VARIATION AND TERMINATION OF RELATIONSHIP

29.1 The Bank may at any time, upon notice to the Customer, terminate or vary its business relationship with the Customer and in particular but without prejudice to the generality of the foregoing the Bank may cancel credits which it has granted and require the repayment of outstanding debts resulting therefrom within such time as the Bank may determine, save that for the purposes of paragraph 15 of this agreement, the Internet Banking Service provided by the Bank to the Customer may be terminated at any time by the Bank giving the Customer one calendar month's notice, PROVIDED that in the event of any change in any law or the application thereof, or any other event which, in the judgment of the Bank, would have the effect of prejudicing the Bank should it continue with the rendering of the Internet Banking Service to the Customer, the Bank shall be entitled to terminate this Agreement at any time without notice to the Customer.

29.2 The Bank may at any time freeze any account of the Customer if and so long as there is any dispute or the Bank has doubt for any reason (whether or not well founded) as to the person or persons entitled to operate the same, without any obligation to institute interpleader proceedings or to take any step of its own initiative for the determination of such dispute or doubt.

30 VALIDITY OF DOCUMENTS

The Bank is not responsible for the authenticity, validity, regularity or value of documents including but not limited to the bills of lading, delivery order, consignment documents, receipts, warrants and insurance policies.

31 HOLDINGS AND CREDIT IN FOREIGN CURRENCY

Subject to all laws and Government regulations applicable:-

- a. The Bank will credit the counter-value of the customer's holdings in foreign currencies to accounts with its correspondents in various countries of origin.
- b. Such accounts are in the Bank's name but are at the customer's risk, and the Customer accepts responsibility for any ensuing consequences including

but not limited to consequences of legal, fiscal or other measures affecting the account.

- c. Except in the case of an assignment by the Customer to the Bank, the Customer may dispose of such funds only by means of requests for cheques or transfers in the original currencies at the Bank's option.
- d. All credits granted in foreign currencies are also subject to this clause.

32 ACCOUNTS IN FOREIGN CURRENCY

Subject to all laws and government Regulations, where an account is in foreign currency any demand on the Bank for payment from such an account is properly met by the Bank issuing draft or effecting a transfer or making payment in any manner in foreign currency at the discretion of the Bank.

33 APPLICATION TO ALL ACCOUNTS

These Terms and Conditions shall apply to each and every account now or subsequently opened in the name of the Customer.

34 COMMUNICATION

- a. All notices, statements, letters and other communications from the Bank may be sent to the last address given by the Customer, and the date on the Bank's copy of any such communication is taken to be the date of such dispatch in the absence of proof to the contrary.
- b. Any written communication from the Bank to the Customer including but not limited to any notices given pursuant to these terms and conditions shall be deemed to have been received by the Customer, if delivered then at the date and time of delivery, and if sent by post it shall be sufficient to prove that the letter containing the communication was properly stamped and addressed.
- c. The Customer has no claim on the Bank for damages resulting from losses, delays, misunderstandings, mutilations, duplications or any other irregularities due to transmission of any communication whether to or from the Customer, the Bank or any third party, by delivery, post, e-mail, fax, telegraph, telephone, telex or any other means of communication.

35 MARGINAL NOTES

Marginal notes and headings contained on these General Terms and Conditions are for information purposes only and are not conclusive as to the contents of the clauses they relate to.

36 AMENDMENTS

Any addition or alteration to these General Terms and Conditions may be made from time to time by the Bank and of which notice has been given to the Customer shall be binding upon the Customer as fully as if the same were contained in these Terms and Conditions.

37 GOVERNING LAW

37.1 These Terms and conditions shall be governed by and shall

be construed according to the Laws of Kenya.

37.2 The Bank and Customer hereby submit to the non-exclusive jurisdiction of the Courts of Kenya and the Bank shall be at liberty to enforce a judgment anywhere in any jurisdiction where the Customer carries on business or has any asset.

DECLARATION

Please issue me with a CBA Platinum Credit Card. I warrant that the information given in the application form is true and complete and I authorize you to make any inquiries necessary in connection with this application. I have read, accepted and agree to be bound by the CBA VISA Card General Terms and Conditions (as amended from time to time). I agree that I/We are jointly and severally liable for all charges incurred through the use of CBA VISA Card. I/We understand that Commercial Bank of Africa Limited reserves the right to decline the application without giving reasons.

Name _____

Signature _____

Date _____

